

To: All Rhode Island Producers

Re: Rhode Island Joint Reinsurance Association Producers' Operations Manual

Enclosed you will find an entirely revised Producers' Operations Manual.

Please remove all the pages that are currently in your manual and insert these revised pages.

The RIJRA Producers' Operations Manual has been designed to act as a ready-reference tool and guide for licensed insurance producers in Rhode Island who place business with the Association. Hopefully, most of your inquiries regarding Association policies and procedures can be answered by referencing the appropriate section in this manual. In order to keep this a viable document, periodic revisions will be provided to you for updating your copy of the manual.

**Rhode Island Joint Reinsurance Association
Producers' Operations Manual
Table of Contents**

	Page
FOREWORD	3
PRODUCER STANDARDS	4
PRODUCER QUICK REFERENCE	5
WHO TO CONTACT IN THE ASSOCIATION	6
TELEPHONE AND FAX NUMBERS	7
WEBSITE INFORMATION	8
WHO MAY APPLY	9
ELIGIBLE PROPERTY	10
COVERAGES PROVIDED AND UNDERWRITING GUIDELINES	11-31
A. DWELLING POLICY PROGRAM	11-16
B. HOMEOWNERS POLICY PROGRAM	17-25
C. COMMERCIAL POLICY PROGRAM	26-31
NEW BUSINESS PROCEDURE	32-37
A. IMMEDIATE COVERAGE VIA FAX	32
B. IMMEDIATE COVERAGE VIA FAX NEW PURCHASE.....	33
C. IMMEDIATE COVERAGE VIA MAIL	34
D. HAND DELIVERED IMMEDIATE COVERAGE.....	35
E. NON IMMEDIATE COVERAGE.....	35-36
F. HELPFUL HINTS.....	37
INSPECTIONS AND REINSPECTIONS	38-39
SUBSTANDARD CONDITION NOTICE.....	40
UNDERWRITING STANDARDS	41-42
WINDSTORM AND HAIL-LIMITATIONS.....	43
PAYMENT OF PREMIUM	44-45
COMMISSIONS	46
PREMIUM INSTALLMENT PAYMENT PROGRAM	47-48
POLICY CHANGES (ENDORSEMENTS)	49-50
RENEWAL OF RIJRA POLICIES.....	51
CANCELLATIONS	52-53
NON-RENEWAL NOTICE	54
APPEAL PROVISIONS	55
DEEMER PROVISION	56
CLAIMS	57

FOREWORD

The purpose of the Rhode Island Joint Reinsurance Association (RIJRA), also known as the FAIR (Fair Access to Insurance Requirements) Plan is to make basic property insurance available to qualified applicants who are unable to secure such insurance in the voluntary market. Coverage is provided without consideration to environmental conditions associated with the property's location. Risks must meet RIJRA's Reasonable Underwriting Standards.

Before requesting coverage from RIJRA an attempt should be made to place coverage in the voluntary insurance market. Many insurance companies are willing to write coverage on certain properties presently insured through RIJRA.

The Producers' Operations Manual is designed to aid you in the steps to follow when placing business with RIJRA.

RIJRA PRODUCER STANDARDS

A producer is any person licensed to engage in the property insurance business as an agent or broker under the laws of the state of Rhode Island. The producer standards listed below set forth certain standards with which all producers must comply.

The producer shall be deemed the agent of the applicant/insured, for all purposes and is not the agent or broker of the Rhode Island Joint Reinsurance Association or its member insurance companies.

1. All producers must comply with the Plan of Operation of the RIJRA as set forth in G.L Rhode Island Regulation XV Basic Property Insurance Inspection and Placement Program.
2. No producer has any authority to bind the Rhode Island Joint Reinsurance Association in any manner.
3. No insurance agent licensed to sell property insurance shall refuse a request for insurance, inspection and placement from an eligible applicant for basic property insurance through RIJRA, unless such applicant is indebted to any agent or broker, or to an insurance company for requested coverage.
4. All checks payable to Rhode Island Joint Reinsurance Association must be immediately negotiable.
5. A producer shall advise the applicant when coverage is placed through the Association that an interior and exterior inspection of the property may be conducted, and the RIJRA Field Representative must be provided full access to the building.
6. Upon any request from an applicant/insured for placement or change in coverage, a producer shall advise the applicant/insured that such request is not effective until approved by RIJRA.
7. Before any of the following documents are submitted to RIJRA, a producer shall ascertain that the signature of the applicant/insured is on the document:
 - a) Request to cancel policy
 - b) Request for assignment of policy
 - c) All new business applications
8. Upon being advised of a claim, a producer shall notify RIJRA immediately at www.RIJRA.com, by mailing or faxing an ACORD Claims Form or by telephone. RIJRA will then assign an adjuster to review the claim. Claims Toll Free Telephone (800) 851-8978. Claims Toll Free Fax (800) 851-8424

Rhode Island Joint Reinsurance Association
 Two Center Plaza
 Boston MA 02108-1904

Telephone: (800) 851-8978
 Fax: (800) 699-2985 (Immediate Coverage)
 (800) 272-5885 (New Purchase)
 (800) 796-2230 (Endorsement & Cancellation)

Producer Quick Reference

	Dwelling Policy Program DP 00 01, 02 & 03 & DL1	Homeowners Program Owners Forms HO 00 02, 03, 05 and 08 Tenants Form HO 00 04 Condo Unit Owners Form HO 00 06	Commercial Standard Property Policy Form CP 00 99
Base Deductible	\$250	\$250	\$500
Optional Deductibles	\$100, \$500 \$1,000 & \$2,500	All Forms: \$500, \$1,000, \$2,500 HO 02, 03 and 05, only: \$100	\$250, \$1,000, \$2,500, \$5,000 \$10,000, \$25,000, \$50,000 & \$75,000
Basic Eligibility	- 1-4 Unit Dwelling. - Contents of any Residential Unit.	- HO 02, 03, 05 and 08: 1-4 Unit Dwelling Owner Occupied - HO 04 : Any Residential Unit - HO 06 : Owner Occupied Condo Unit	Commercial property including condominiums, buildings with 5 or more apartments or Lodging units.
Minimum Limit	Cov. Amt -DP 00 01 None -DP 00 02 \$12,000 -DP 00 03 \$15,000 -DL 1 Covg L \$100,000 Covg M \$ 1,000	Section I: - HO 02, 03 or 05 – Cov A - <i>Primary Location</i> \$ 25,000 - <i>Secondary Location</i> \$ 15,000 -HO 08 - Cov A -Primary Location \$ 15,000 -Secondary Location \$ 10,000 - HO 04 – Cov C \$ 6,000 - HO 06 – Cov C \$ 10,000 Section II: All Forms Coverage E \$100,000 Coverage F \$ 1,000	None
Maximum Limit	\$750,000- New Business \$1,000,000- Renewals Dwelling Liability: Coverage L: \$500,000 Coverage M: \$ 5,000	Section I: HO02, 03, 05 or 08 - Cov A \$ 1,000,000 HO 04, 06 - Cov C \$ 50,000 Section II: All Forms Coverage E \$ 500,000 Coverage F \$ 5,000	Building Coverage: Frame Construction: \$250,000 Masonry/Fire Resistive \$500,000 Contents Coverage All Constructions: \$250,000
Minimum Premium	\$50	\$50	\$100
Amount of Insurance Requirement (Co-Insurance)	(DP-1)Present Market Value (DP-2 and DP-3) generally 80% or more of Replacement Cost	- HO 02, 03 or 05: Generally 80% or more of Replacement Cost - HO 08: Market Value - HO 04, 06: Actual Cash Value	Buildings: 80%, 90%, 100% of Replacement Cost Less Depreciation, with proper documentation, otherwise written with no co-insurance. Contents: Actual Cash Value
Application(s) Required	Application ACORD 66 RI RIJRA M&SB Replacement Cost Estimator if DP-2 or DP-3 If under rehabilitation or construction Letter of Intent is required. (DP 00 01 only)	Application ACORD 64 RI RIJRA M& SB Replacement Cost Estimator Worksheet required for Forms HO 02, 03 and 05.	Application ACORD 68 RI If under rehabilitation. Letter of Intent is required.

For all lines, a copy of the mortgage agreement is required if there is a non-institutional mortgage holder named on the application.

This quick reference highlights basic RIJRA products and requirements. RIJRA Producers' Operations Manual should be consulted for details of these and additional products and requirements, as well as for detailed procedures.

WHO TO CONTACT IN THE ASSOCIATION

The purpose of the directory shown below is to direct inquiries to the appropriate department of the Association so that questions can be expeditiously handled and a high quality of service is maintained.

Inquiries concerning the processing status of an application, policy, endorsement, cancellation, claim or other matters can be most efficiently handled when directed to the proper department. The following is a list of the key people in the Association.

RIJRA
Executive Office
Two Center Plaza
Boston, MA 02108-1904
(800) 851-8978

Executive

John K. Golembeski, President
Avinash C. Mehta, Technical Assistant to the President

Legal

Robert C. Tommasino, General Counsel

Underwriting

James H. Pappas, Vice President-Underwriting
Joseph A. Tragno, Underwriting Manager

Claims

William T. Walsh, Vice President-Claims
Kristi Sinkus, Property Claims Manager
Peter Dumas, Liability Claims Manager

Financial

David J. Cwiekowski, Vice President and Controller
Frances DiRusso, Assistant Controller

Information Systems

Linus T. Hart, Vice President and Information Systems Manager

Audit and Budget

Eileen Burke, Audit and Budget Manager

TELEPHONE AND FAX NUMBERS

BUSINESS HOURS 8:00 A.M. – 4:00 P.M.
MONDAY THROUGH FRIDAY

TELEPHONE NUMBERS

The directory listed below provides you with telephone numbers and departments needed for your inquiry.

TYPE OF INQUIRY	TELEPHONE #	DEPARTMENT
<u>Underwriting Matters:</u>		
Immediate Cov /New Bus	(800) 851-8978	Customer Service
Inspections	(800) 851-8978	Customer Service
New Business	(800) 851-8978	Customer Service
Cancellations	(800) 851-8978	Customer Service
Endorsements	(800) 851-8978	Customer Service
Renewals	(800) 851-8978	Customer Service
Return Premiums	(800) 851-8978	Customer Service
Payment Line	(877) 221-1782	Customer Service

Claims Matters:

Reporting of Claims	(800) 851-8978	Claims
Status of Claim	(800) 851-8978	Claims

General Procedure Calls:

State Wide-Toll Free Line	(800) 851-8978
---------------------------	----------------

FAX NUMBERS-Fax numbers are operational 24 hours 7 days a week.

FAX Numbers listed below may only be used for transmission of the documents as indicated.

Procedure	Fax #	Department
Immediate Coverage	(800) 699-2985	Customer Service
New Purchases	(800) 272-5885	Customer Service
Endorsements & Cancellations	(800) 796-2230	Customer Service
Claims	(800) 851-8424	Claims

RIJRA WEB SITE

WWW.RIJRA.COM

Producer Web Interface - Producers are able to view real-time information for all of their insureds. A user name and password is required to access policy information and can be obtained by contacting the Association.

- **Payment History**, “real-time” data concerning payments received and outstanding balances due.
- **Policy Details**, including coverage limits, endorsements, mortgagees as well as underwriting and inspection information.
- **Policy Status**, which includes the last transaction processed and the answers to Frequently Asked Questions.
- Print Policy Declarations
- Mortgage Changes for Homeowners Policies.

Agency Management tools

- **Make Payments Online**
- **Listing of all policies expiring within 30 days**
- **Lists all policies with pending cancellations**
- **Access RIJRA’s M & SB Express website.**
- **Report a claim**
- **Order Reinspections**

In order to obtain a User ID and Password please contact the Customer Service Department or visit the Association online at www.RIJRA.com.

Forms Downloadable and fill in/print forms and applications specific to RIJRA are available in PDF format.

About Us Provides a brief history of our creation.

Contact Us Our addresses and who to contact at the Association.

Producers’ Manual Provides the user the ability to browse and download the revised Producers’ Operations Manual.

Enhancements Includes procedural changes, new products and services offered by the Association.

WHO MAY APPLY

Any person or legal entity having an insurable interest in the property may apply if the applicant has been unable to secure such insurance in the voluntary insurance market.

Mortgagees are considered to have an insurable interest in the property and may apply for insurance. When authorized, in writing, by the property owner, mortgagees may apply for coverage to be written in the name of the property owner with premiums to be paid by the mortgagee.

ELIGIBLE PROPERTY

Coverage is available for real or tangible personal property at a fixed location in the State of Rhode Island.

The property must be in insurable condition. The applicant must have an insurable interest in the property. Automobiles and farms are ineligible. Properties being rehabilitated are eligible if a letter of intent or contract for reconstruction is provided. Coverage is also available on dwellings under construction under the Dwelling Policy Program (DP 00 01 only).

COVERAGES PROVIDED AND UNDERWRITING GUIDELINES

A. Dwelling Policy Program

1. Policy Form :

DP 00 01- Basic Form

DP 00 02- Broad Form

DP 00 03 - Special Form

****Dwelling Liability supplement is available.** (Except for Dwellings in the process of Rehabilitation or in the Course of Construction.)**

2. Coverages

All DP forms 00 01, 00 02, and 00 03 provides Coverages A through D. These coverages may be written as separate items in the policy or in separate policies:

- a. Coverage A : Dwelling
- b. Coverage B : Other Structure
- c. Coverage C : Personal Property
- d. Coverage D : Fair Rental Value
- e. Coverage E : Additional Living Expense is available by endorsement.
- f. Condominium Unit Owners Coverage: DP 17 66 (**DP 00 01 and 00 02 policy only**) .
- g. Coverage L: Personal Liability
- h. Coverage M: Medical Payments (each person)

3. Perils Insured Against

The following is a general description of coverages provided. The policy should be consulted for exact coverage description.

Perils Insured Against	DP 00 01 Basic Form	DP 00 02 Broad Form	DP 00 03 Special Form
Fire or Lightning	Yes	Yes	Yes
Extended Coverage meaning Windstorm or Hail, Explosion, Riot or Civil Commotion, Aircraft, Vehicles, Smoke, Volcanic Eruption	Optional *	Yes	Yes
Vandalism or Malicious Mischiefs	Optional **	Yes	Yes

Falling Objects, Weight of Ice, Snow or Sleet, Accidental Discharge of Water or Steam, Sudden Cracking of a Steam or Hot Water Heating System, Freezing, Sudden Damage from Artificial Electric Currents	No	Yes	Yes
Additional Risks with Certain Exceptions (Special Coverage)	No	No	Yes Coverage A and B Only

* May only be written with the perils of Fire or Lightning

** May only be written with Extended Coverage

4. Eligibility

a. General

- (1) Real or tangible personal property must be at a fixed location in the State of Rhode Island
- (2) Property must meet RIJRA's Reasonable Underwriting Standards, (see pages 41 & 42).
- (3) Applicant must have an insurable interest in the property.

b. Basic

A Dwelling Policy may be issued to provide insurance under:

- (1) Coverage A - on a dwelling building:
 - (a) used solely for residential purposes except that certain incidental occupancies or up to five roomers or boarders are permitted;
 - (b) containing not more than four apartments;
 - (c) which may be in a townhouse or row house structure;
 - (d) in course of construction; or **(DP 00 01 only- Liability supplement unavailable)**
 - (e) in process of rehabilitation **(DP 00 01 only- Liability supplement unavailable)**

- (2) Coverage A – on a mobile or trailer home:
 - (a) using Form DP 00 01 only; **(Liability supplement unavailable)**
 - (b) used solely for residential purposes except that certain incidental occupancies or up to five roomers or boarders are permitted;
 - (c) containing not more than one apartment;
 - (d) at the permanent location described in the policy.

- (3) Coverage B:
 - (a) at the same location as the dwelling eligible for insurance under Coverage A;
 - (b) not used for business purposes except a permitted incidental occupancy or when rented for use as a private garage;
 - (c) at a separate location when used in connection with the insured location but not for business purposes.

- (4) Coverage C - in:
 - (a) a dwelling, mobile or trailer home eligible under Coverage A;
 - (b) a dwelling with rental apartments including furnishings, equipment and appliances in halls or utility rooms;
 - (c) any apartment, cooperative or condominium unit used as private living quarters of the insured or rented to others.

- (5) Coverage D - for the loss of the fair rental value of:
 - (a) a building eligible for insurance under Coverages A or B;
 - (b) private living quarters eligible under Coverage C.

- (6) Coverage E - for the additional living expenses incurred to maintain the insured's household. Owner Occupied Dwellings only.

- (7) Condominium Unit Owners Coverage – DP 17 66 for condominium units.
(DP 00 01 and DP 00 02 policy only)

- (8) Coverage L- Personal Liability-Each Occurrence

- (9) Coverage M- Medical Payments- Each Occurrence

5. **Additional (Optional) Coverages**

Optional coverages are available using ISO endorsements.

6. **Deductibles**

- a. **Base Deductible**
\$250 - RIJRA may impose a higher deductible.

- b. **Buy-back Deductible**
\$100 available to applicants with no property losses.

- c. **Higher Optional Deductibles**
\$500, \$1,000 and \$2,500

7. **Protective Device Credits (DP 04 70)**

Type of Installation	Dwelling	Mobile or Trailer Home
Central Station Reporting Fire Alarm	.90 to 1.00	.92 to 1.00
Fire Department Reporting Fire Alarm	.93 to 1.00	.95 to 1.00
Local Fire Alarm	.95	.97
Automatic Sprinklers In all areas Including attics, Bathrooms, closets, Attached structures	.80 to .90	.90 to .95
Automatic Sprinklers In all areas Except attic, Bathroom, closet And attached structure areas that are Protected by a fire Detector	.90 to 1.00	.95 to 1.00

****Note: Credit not applicable for battery operated Smoke Detectors**

8. **Property Held in a Trust**

If the Property is held in a trust, below is an example how the named Insured should read on the application:

Example

John and Mary Smith sign their property over to a trust naming themselves as trustees. Title will read, "John and Mary Smith trustees of the John and Mary Smith Trust".

Signatures of John and Mary Smith as trustees are required.

9. **Minimum/Maximum Limits of Liability**

	Minimum Policy Limits			Maximum Policy Limit All Forms (New Business)
	DP 01	DP 02	DP 03	
Building Coverage	None	\$12,000	\$15,000	\$750,000
Liability Coverage Covg L	\$100,000	\$100,000	\$100,000	\$500,000
Medical Payments Covg M	\$ 1,000	\$ 1,000	\$ 1,000	\$ 5,000

****The Maximum Policy limit may be increased to \$1,000,000 on renewals****

Single Building

- a. All buildings or sections of buildings, which are accessible through unprotected openings shall be considered as a single building.
- b. Buildings, which are separated by space, shall be considered separate buildings.
- c. Buildings or sections of buildings which are separated by:
 1. A six-inch reinforced concrete or an eight-inch masonry party wall; or
 2. A documented minimum two-hour non-combustible wall which has been laboratory tested for independent structural integrity under fire conditions;

which pierces or rises to the underside of the roof and that which pierces or extends to the inner side of the exterior wall shall be considered separate buildings. Accessibility between buildings with independent walls or through masonry party walls described above shall be protected by at least a Class A Fire Door installed in a masonry wall section.

10. **Amount of Insurance Requirement**

- a. Amount of insurance cannot exceed present market value. **(DP 00 01)**
- b. Generally 80% or more of Replacement Cost- **(DP 00 02 and DP 00 03)**

11. **Buildings in Process of Rehabilitation or Construction**

Buildings in process of rehabilitation or new construction are eligible for Policy form DP 00 01 only and require a Letter of Intent form to be completed and submitted for review. **(Liability supplement not available).**

The Association requires the rehabilitation/construction to be performed on an ongoing basis. In the event the rehabilitation/construction work is suspended, provide written notification to the Association for review.

12. **Dwelling Personal Liability Lead Poisoning Exclusion (DL 24 68 & DL 24 66)**

- a. RIJRA will attach the Lead Poisoning Exclusion Endorsement DL 24 68 to all policies that insure one or more locations with buildings constructed before 1978 which contain one or more residential units, including condominium and cooperative units, rented or held for rental to others. This exclusion applies to all pre 1978 residential properties that do not comply with the Lead Act.
- b. If an RIJRA Dwelling Personal Liability policyholder's property complies with the Lead Act and the insured has provided RIJRA with a copy of a valid and in-force Prima Facie Evidence of Compliance Certificate, the exclusion will not apply and coverage will be afforded under the

policy. However, if the policy becomes non-compliant (e.g., your certificate expired or becomes invalid during the policy period, coverage for lead liability will cease as of the date of non-compliance.

- c. An RIJRA Dwelling Personal Liability policyholder, whose property is non-compliant, may purchase lead liability coverage by requesting the Lead Liability Provisions Endorsement (DL 24 66).
- d. RIJRA offers a Stand-Alone Lead Liability Policy (ML 00 01) to a property owner with a non-compliant property insured with another insurance company or to a property owner with a compliant property insured with a surplus lines company.

Coverages Provided and Underwriting Guidelines – Homeowners

B. Homeowners Policy Program

1. Policy Forms:

Owners Forms:	HO 00 02 – Broad Form HO 00 03 – Special Form HO 00 05 – Comprehensive Form HO 00 08 – Modified Coverage Form
Tenants Form:	HO 00 04 – Contents Broad Form
Condominium Form:	HO 00 06 – Unit-Owners Form

2. Coverage and Standard Coverage Relationships

a. The Limits of Liability required under the Homeowners Policy are as follows:

Section I – Property Coverages

Coverages	HO 00 02, 3, 5 or 8	HO 4 or 6
A – Dwelling	Coverage A Amount	HO 4: N/A HO 6: Cov. A = \$5000
B – Other Structures	10% of Cov. A – 1 or 2 Family 5% of Cov. A – 3 or 4 Family	N/A
C – Personal Property	50% of Cov. A – 1 or 2 Family 30% of Cov. A – 3 Family 25% of Cov. A – 4 Family	Coverage C Amount
D – Loss of Use	10% of Cov. A - HO 00 08, 30% of Cov. A -HO 00 02, HO 00 03 & HO 00 05	30% of Cov C -HO 00 04 50% of Cov C –HO 00 06

Section II – Liability

All Forms

Coverage E – Personal Liability/Coverage F – Medical Payments to Others

b. All Forms

Limit of liability for Coverages C or D of Section I and E or F of Section II may be increased.

c. Form HO 2, HO 3, HO 5 or HO 8

Under Coverage B of Section I an additional amount of insurance may be written on a specific structure by use of the appropriate endorsement.

Coverages Provided and Underwriting Guidelines – Homeowners (Cont’d)

d. **Form HO 00 02, HO 00 03, HO 00 05 or HO 00 08**

Under Coverage C of Section I, it is permissible to reduce the limit of liability to an amount not less than 40% of the limit on one and two family dwellings, 20% of the limit on a three family dwelling, 15% of the limit on a four family dwelling.

e. **Form HO 00 06**

The limit of liability for Coverage A for Section I may be increased.

f. **Form HO 00 08**

Modified Coverage Form

Section I – Following are the only Section I options available with this form

- (1) \$100 Section I Deductible
- (2) Higher Optional Deductible
- (3) On and Off Premises Theft Coverage Increase
- (4) Reduced Coverage C Limits

Section II – All options available for Form HO 00 02, HO 00 03 and HO 00 05 are available for Form HO 00 08.

3. Perils Insured Against

The following is a general description of coverages provided by individual policy forms. The policy should be consulted for exact coverage description.

Section I Coverages

	HO 00 02	HO 00 03	HO 00 05	HO 00 04& HO 00 06	HO 00 08
Fire or Lightning	Yes	Yes Cov C	No	Yes	Yes
Windstorm or Hail, Explosion, Riot or Civil Commotion, Aircraft, Vehicles or Smoke	Yes	Yes Cov C	No	Yes	Yes
Vandalism or Malicious Mischief	Yes	Yes Cov C	No	Yes	Yes
Theft	Yes	Yes Cov C	No	Yes	Yes
Volcanic Eruption	Yes	Yes Cov C	No	Yes	Yes

Falling objects, weight of ice, snow or sleet, accidental discharge of water or steam, sudden and accidental tearing apart of a heating system or appliance, freezing, sudden accidental damage from electrical current	Yes	Yes Cov C	No	Yes	No
Additional risks with certain exceptions (Special Coverage)	No	Yes Cov A, B&D	Yes Cov A-D	No	No

Section II Coverages – All Forms

Coverage E – Personal Liability
 Coverage F – Medical Payments to Others

Personal Liability – Covers payment on behalf of any insured for all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage arising out of an insureds premises or personal activities.

Medical Payments to Others – Covers medical expenses incurred by persons, other than the insured, who sustain bodily injury caused by an accident arising out of an insured’s premises or personal activities.

4. **Eligibility**

a. **General**

- (1) Real or tangible personal property must be at a fixed location in the State of Rhode Island.
- (2) Property must meet RIJRA’s Reasonable Underwriting Standards, (see pages 41 & 42).
- (3) Applicant must have an insurable interest in the property.

b. **Basic**

- (1) Form HO 00 02, HO 00 03, HO 00 05 or HO 00 08

A Homeowners Policy may be issued:

- (a) To the owner-occupant(s) of a 1,2,3 or 4 family dwelling which is used exclusively for private residential purposes (except certain Permitted Incidental Occupancies and Residence Held in Trust). A 1 family dwelling may not be occupied by more than one additional family or two roomers or boarders. In a 2, 3 or 4 family dwelling, an individual family unit may not be occupied by more than two families or one family with two roomers or boarders; or

- (b) To the purchaser-occupant(s) who has entered into a long-term installment contract for the purchase of the dwelling and who occupies the dwelling but to whom title does not pass from the seller until all the terms of the installment contract have been satisfied. The seller retains title until completion of the payments and in no way acts as a mortgagee. The seller's interest in the building and premises liability may be covered using Additional Insured Endorsement - HO 04 41; or
- (c) To the occupant of a dwelling under a life estate arrangement when the Coverage A amount is at least 80% of the dwelling's replacement cost. The owner's interest in the building and premises liability may be covered using Additional Insured Endorsement - HO 04 41; or
- (d) When two or more apartment units in a 2, 3 or 4 family dwelling are occupied by co-owners, each occupying distinct living quarters with separate entrances. Given these circumstances, a Homeowners Policy providing building coverage may be issued to only one of the co-owner occupants of the dwelling. The policy may be endorsed to cover the interest of the other co-owner(s) in the building and for premises liability. Use Additional Insured Endorsement HO 04 41. A separate Homeowners Policy HO 00 04 may be issued to the co-owner(s) occupying the other apartment(s) in the dwelling.

It is permissible to extend the Homeowners Policy, without additional premium charge, to cover the interest of a non-occupant joint owner in the building and for premises liability. Use Additional Insured Endorsement -HO 04 41.

(2) Form HO 00 04

A Homeowners Policy may be issued to:

- (a) The tenants (non-owner) of a dwelling or an apartment situated in any building;
- (b) The owner-occupants of a dwelling, cooperative unit or of a building containing an apartment not otherwise eligible for a Homeowners Policy.

(3) Form HO 00 06

A Homeowners Policy may be issued to the owner-occupant of a condominium or cooperative unit that is used exclusively for residential purposes and is not occupied by more than one additional family or more than two boarders or roomers.

5. **Additional (Optional) Coverages**

Optional coverages are available using ISO endorsements.

6. **Deductibles**

- a. **Base Deductible**
\$250 - RIJRA may impose a higher deductible.
- b. **Buy-back Deductible**
\$100 available to HO 00 02, 03, 05 and 08 applicants with no property losses
- c. **Higher Optional Deductibles**
\$500, \$1,000 and \$2,500

7. **Protective Devices Factors (HO 04 16)**

Type of Installation	Factor
Central Station Reporting Burglar Alarm	.95 to 1.00
Central Station Reporting Fire Alarm	.95 to 1.00
Police Station Reporting Burglar Alarm	.97 to 1.00
Fire Department Reporting Fire Alarm	.97 to 1.00
Local Burglar and/or Fire Alarm	.98
Automatic Sprinklers in all areas including Attics, bathrooms, closets, attached structures	.87 to 1.00
Automatic Sprinklers in all areas except attic, Bathroom, closet and attached structure areas That are protected by a fire detector	.92 to 1.00

Note: Smoke detectors that are battery operated receive a 2% credit

8. Minimum/Maximum Limits of Liability

Section I	Minimum Limit	Maximum Limit at an Insured Location
HO 00 02, 3 & 5 – Cov A - Primary Location	\$25,000	\$1,000,000
- Secondary Location	\$15,000	\$1,000,000
HO 00 08 Cov A - Primary Location	\$15,000	\$1,000,000
- Secondary Location	\$10,000	\$1,000,000
HO 00 04 – Cov C	\$6,000	\$ 50,000
HO 00 06 – Cov C	\$10,000	\$ 50,000
Section II - All Forms		
Coverage E – Personal Liability	\$100,000	\$500,000
Coverage F – Medical Payment to Others	\$1,000	\$5,000

Single Building

- a. All buildings or sections of buildings, which are accessible through unprotected openings, shall be considered as a single building.
- b. Buildings, which are separated by space, shall be considered separate buildings.
- c. Buildings or sections of buildings which are separated by:
 - (1) A six-inch reinforced concrete or an eight-inch masonry party wall; or
 - (2) A documented minimum two-hour non-combustible wall, which has been laboratory tested for independent structural integrity under fire conditions;

which pierces or rises to the underside of the roof and that which pierces or extends to the inner side of the exterior wall shall be considered separate buildings. Accessibility between buildings with independent walls or through masonry party walls described above shall be protected by at least a Class A Fire Door installed in a masonry wall section.

9. Amount of Insurance Requirements

- a. The following requirements are subject to Minimum/Maximum Limits of Liability, (see paragraph B.8., page 24).

HO 00 02, 03 and 05 - Cov. A must be at least 80% of the Replacement Cost of the building.

Exceptions:

- (1) Use Special Loss Settlement Endorsement HO 04 56 if Coverage A is equal to 70%, 60% or 50% of the replacement cost desired; or
- (2) A policy may be endorsed to provide building loss settlement exclusively on an actual cash value basis if, on the inception date of the policy, the Coverage A limit of liability selected by the insured is less than 80% of the full replacement cost of the dwelling. Use Actual Cash Value Loss Settlement Endorsement HO 04 81.
- (3) HO 00 02, 03 and 05 only with HO 04 11 (Additional Limits of Liability for Coverage's A, B, C and D) and HO 04 20 (Specified Additional Limits of Liability)
Coverage A must be at least 100% of the Replacement Cost of the building, as calculated by the Association's Marshall Swift & Boeckh RCT Express site.

HO 8- Coverage A must equal present market value

HO 4 - Coverage C must equal actual cash value

HO 6 - Coverage C must equal actual cash value

Note: Personal Property Replacement Cost Coverage is available by adding form HO 04 90.

10. Homeowners Lead Poisoning Endorsement HO 24 11 & HO 24 66

- a. RIJRA will attach Lead Poisoning Exclusion Endorsement HO 24 11 to all Homeowners Policies that insure one or more locations with buildings constructed before 1978 which contain one or more residential units, including condominium and cooperative units, rented or held for rental to others. This exclusion applied to all pre 1978 residential properties that do not comply with the Lead Act.
- b. If an RIJRA Homeowners policyholder's property complies with the Lead Act and the insured has provided RIJRA with a copy of a valid and in-force Prima Facie Evidence of Compliance Certificate, the exclusion will not apply and coverage will be afforded under the policy.
- c. An RIJRA Homeowners policyholder, whose property is non-compliant may purchase lead liability coverage by requesting the Lead Liability Provisions Endorsement (HO 24 66)
- d. RIJRA will offer a Stand-Alone Lead Liability Policy (ML 00 01) to a property owner with a non-compliant property insured with another insurance company or to a property owner with a compliant property insured with a surplus lines company.

11. Additional Residence Rented to Others 1, 2, 3, 4 Families Endorsement HO 24 70

- a. The maximum number of HO 24 70 endorsements per Policyholder is two.
- b. Buildings under rehabilitation or construction are **not** eligible for HO 24 70.
- c. Buildings with an outstanding substandard condition notice are **not** eligible for HO 24 70.
- d. Commercial Buildings are **not** eligible to be added as a HO 24 70.
- e. Property must be situated in Rhode Island.

12. **Guaranteed Replacement Cost Options-Additional Limits of Liability HO 04 11, Specified Additional limits of liability HO 04 20.**

The Association offers two standard ISO Endorsements under the Homeowners Policy Program, endorsement HO 04 11 Additional Limits of Liability and HO 04 20, Specified Additional Limits of Liability (additional 25% and 50% options available), can be applied to an HO 00 02, HO 00 03 and HO 00 05 policy to provide additional amounts of coverage in the event of a loss.

These Endorsements require writing an amount of coverage equal to at least 100% of the replacement cost calculated by using Association's MSB/RCT cost estimator.

HO 04 11 and HO 04 20 Maximum Limits

HO 04 11- \$800,000

HO 04 20 25%- \$800,000

HO 04 20 50%- \$665,000

****Properties insured at or near the maximum limits require the MSB/RCT high value cost estimator and are subject to inspections annually.****

13. **Occasional Rental**

The Association allows primary residences to be rented for a period of up to 12 weeks.

Secondary residences, used on a year round basis, may be rented for up to 12 weeks. Seasonal residences, any residence unoccupied for a period of 3 consecutive months, may be rented for a period of up to 4 weeks.

14. **Mandatory Policy Endorsement (Limited Fungi, Wet or Dry Rot, or Bacteria Coverage)**

This endorsement is mandatory with the Association. The built in amounts are:

Section I- \$10,000

Section II- \$50,000

****Section I and Section II Limits may be increased for an Additional Premium****

HO 04 26- All Forms except HO 00 03, HO 00 05 and HO 00 08

HO 04 27- For use with Forms HO 00 03, HO 00 05 and HO 00 08

HO 04 28- For use with Form HO 00 04 with HO 05 24 and Form HO 00 06 with HO 07 31 or HO 17 32.

15. **Residence Held in Trust (HO 05 43)**

Example 1 – Trustee(s) occupies the property:

John and Mary Smith sign their property over to a trust, the JMS Trust which names themselves, John and Mary Smith as Trustees. John and Mary Smith occupy the property.

Title on policy is **John and Mary Smith Trustees of the JMS Trust.**

Endorsement **HO 05 43** is added to the policy.

Both individuals must sign the application.

Example 2 – Beneficiary occupies the property:

John and Mary Smith sign their property over to a trust, the JMS Trust which names their son, Michael as trustee and their daughter Jane as Beneficiary. Jane is the sole occupant of the property.

Title on policy should be **Michael Smith Trustee of the JMS Trust.**

Endorsement **HO 05 43** should be added naming **Jane Smith Beneficiary of the JMS Trust.**

Both individuals must sign the application.

Example 3 – Grantor occupies the property:

John and Mary Smith sign their property over to a trust, the JMS Trust under which they retain a life estate and name their son, Michael as trustee. John and Mary occupy the property, Michael resides elsewhere.

Title on policy should be **Michael Smith Trustee of the JMS Trust.**

Endorsement **HO 05 43** is added naming **John and Mary Smith Grantors of the JMS Trust.**

All 3 individuals must sign the application.

Note: If the Grantor and/or Beneficiary are not occupying the property they cannot be added to the policy using endorsement HO 05 43.

Coverages Provided and Underwriting Guidelines - Commercial

C. Commercial Property Insurance

1. Policy Form :

CP 00 99 – Standard Property Policy

2. Coverages :

Form CP 00 99 provides building and business personal property coverage. Refer to Standard Property Policy Form CP 00 99 for description of building coverage and description of coverage for business personal property of the insured and personal property of others.

3. Causes of Loss (Perils Insured Against)

The following is a general description of coverages provided by the policy form CP 00 99.

- a. Fire, Lightning or Explosion.
- b. Windstorm or Hail, Smoke, Aircraft or Vehicle, Riot or Civil Commotion, Sinkhole Collapse, Volcanic Action. (Optional)
- c. Vandalism or Malicious Mischief. (Optional)
- d. Sprinkler Leakage. (Optional)
- e. Terrorism Coverage (Optional).
- f. Same Limits of insurance, Coinsurance and Deductible will apply to all requested Causes of Loss for an item.
- g. All items on a policy must be covered for the same Causes of Loss.
- h. The base policy deductible is \$500.

4. Eligibility

a. General

- (1) Real or tangible personal property must be at a fixed location in the State of Rhode Island.
- (2) Property must meet RIJRA's Reasonable Underwriting Standards, (see pages 41 & 42).
- (3) Applicant must have an insurable interest in the property.
- (4) Buildings in process of rehabilitation. Letter of Intent required.

b. Basic

- (1) All Commercial properties.
- (2) Habitational properties not eligible for coverage under the Dwelling Policy or Homeowners Policy Programs.

5. **Optional Coverages**

Optional coverages are available using ISO endorsements.

CACHFP (01/87) Cancellation Changes

CP 00 99 (04/02) Standard Property Policy

CP 01 29 (03/04) Rhode Island Changes

CP 01 40 (07/06) Exclusion Of Loss Due to Virus or Bacteria

CP 12 18 (06/95) Loss Payable Provisions

CP 12 30 (06/95) Peak Season Limit of Insurance

CP 14 40 (10/00) Outside Signs

CP 99 20 (10/90) Contributing Insurance

CP 99 93 (10/90) Tentative Rate

IL 02 73 (01/06) Rhode Island Changes- Cancellation and Non Renewal

IL 04 15 (04/98) Protective Safeguards

IL 09 52 (11/02) Cap on Losses from Certified Acts of Terrorism

IL 09 53 (11/02) Exclusion of Certified Acts of Terrorism Coverage for Certain Fire Losses

IL 09 85 (01/03) Disclosure Pursuant to Terrorism Risk Insurance Act of 2002

TRIA 1 (11/02) Terrorism Coverage Disclosure Notice 1 (RIA)

TRIA 2 (02/03) Terrorism coverage Disclosure Notice 2 (RIA)

TRIA 4 (02/03) Terrorism Coverage Disclosure Notice 4 IC (RIA)

6. **Deductibles**

a. **Base Deductible**

\$500 - RIJRA may impose a higher deductible.

b. **\$250 Deductible Option**

Available to applicants with no property losses.

c. **Higher Deductibles**

\$1,000, \$2,500, \$5,000, \$10,000, \$25,000, \$50,000 and \$75,000

7. **Minimum/Maximum Limits of Liability**

	Minimum Limit	Maximum Limit At One Location
Building Coverage		
-Frame Construction	None	\$250,000
-Masonry/Fire Resistive	None	\$500,000
Contents Coverage		
-All Constructions	None	\$250,000

Maximum Limit at One Location means real and business personal property consisting of and contained in a single building. One location means each separately rated, non-communicating building or structure.

The limit may be increased to a maximum of \$1,500,000 on a case by case basis on specific approval of the RIJRA Governing Committee.

8. **Coinsurance (Amount of Insurance) Requirements**

The following requirements are subject to Minimum/Maximum Limits of Liability shown in item 7 above:

- a. When the amount of insurance is predicated on the market value, the policy is issued with no coinsurance requirement.
- b. When the amount of insurance is predicated on other than the market value, policy may be issued subject to a coinsurance of 80%, 90% or 100%.
- c. When the amount of insurance is predicated on the market value and the market value is equal to 80% or more of the replacement cost less depreciation of the building the policy may be issued subject to a coinsurance of 80%, 90% or 100%.

9. **No Coinsurance (Flat) vs. Coinsurance “Underwriting Guidelines”**

The question of whether a Commercial Policy to be written by RIJRA will be subject to a “no-coinsurance” or “coinsurance” clause is generally dependent upon the insurable value of the property to be insured.

It is RIJRA’s underwriting policy to provide amounts of insurance that are consistent with the rule of indemnity. Every effort will be made to assure that properties are not over-insured. Therefore, the following underwriting guidelines will apply:

- a. Except in extraordinary circumstances, market value will provide indemnity to the insured and, therefore, actual cash value coverage should employ a market value standard of value.

When the amount of insurance is predicated upon the market value standard, and this value is less than the value determined by other methods of valuation, the policy will be written with a no-coinsurance clause.

- b. If the actual cash value coverage is to be afforded on other than a market value basis (i.e. replacement cost less depreciation), it will be necessary to provide RIJRA with documentation (i.e. certified appraisal) of the reasons market value will not adequately indemnify the insured.

When the amount of insurance is predicted on other than market value, the policy will be written subject to a coinsurance clause (minimum 80%) and rates. It will be the insured's obligation to assure that there is compliance with the coinsurance provisions of the policy.

- c. A policy, when written for the maximum amount that RIJRA can provide and there is no other insurance, will be issued with no-coinsurance clause.

10. Property Held in a Trust

If the Property is held in a trust, below is an example how the named Insured should read on the application:

John and Mary Smith sign their property over to a trust naming themselves as trustees. Title will read, "John and Mary Smith trustees of the John and Mary Smith Trust".

Signatures of John and Mary Smith as trustees are required.

11. Commercial Policy Tentative Rates

Tentative Rates For Building and Business Personal Property per \$100 of Insurance			
Type of Risk	Group I Causes of Loss *		Group II Causes of Loss
Sprinklered	80% Coin	Flat Ins	
Frame	\$1.50	\$2.25	**
Masonry	\$1.25	\$1.75	**
<u>Other Specifically Rated Risks</u>			
Frame	\$3.00	\$4.50	**
Masonry	\$2.00	\$3.00	**

* *Use the Group I Causes of Loss rates shown when one or more of the following causes of loss are requested:

Fire, Lightning and Explosion, Vandalism and Sprinkler Leakage. Note that Vandalism and Sprinkler Leakage apply only when requested in the application.

**Use the Group II Causes of Loss rates as per RIJRA's instructions

12. Commercial Lead Eligible Classifications

CLASS CODE	DESCRIPTION	EXPOSURE BASIS
60010	Apartment Buildings	Number of Units
60011	Apartment Buildings-garden	Number of Units
60012	Apartment Buildings or Hotels	Number of Units
	-time-sharing-less than 4 stories	
60013	Apartment Buildings or Hotels	Number of Units
	-time-sharing-4stories or more	
60015	Apartment Hotels-less than 4 stories	Number of Units
60016	Apartment Hotels-4 stories or more	Number of Units
63010	Dwellings-one family (lessor's risk only)	Number of Dwellings
63011	Dwellings-two-family (lessor's risk only)	Number of Dwellings
63012	Dwellings-three-family (lessor's risk only)	Number of Dwellings
63013	Dwellings-four-family (lessor's risk only)	Number of Dwellings
64500	Housing Projects-federal, state, local	Number of Units
67510	School – dormitory facilities- for profit	Area
67511	School – dormitory facilities- not for profit	Area

A. Exposure Basis

The basis used for determining the premium charge for each classification is listed above. The definitions of the bases of premium are as follows:

1. Number of Units

The total number of single room or group rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

2. Number of Dwellings

The total number of dwellings that are owned and operated by the insured, but not occupied by the insured.

3. Area

Compute the area as follows:

- a. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
 - (1) Courts and mezzanine types of floor openings.
 - (2) Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, heating units, powers plants or air-conditioning equipment.
- b. For tenants, determine the area they occupy in the same manner as for the entire buildings.
- c. The rates apply per 1,000 square feet of area.

13. Commercial Lead Coverage Limits

Each Occurrence Limits:

\$25,000, \$50,000, \$100,000, \$200,000, \$300,000 and \$500,000

General Aggregate Limits:

\$50,000, \$100,000, \$200,000, \$300,000, \$500,000, \$600,000 and \$1,000,000

Maximum Coverage Combinations

<u>Occurrence Limit</u>	<u>Maximum Aggregate</u>
\$25,000	\$300,000
\$50,000	\$600,000
\$100,000-\$500,000	\$1,000,000

NEW BUSINESS PROCEDURES

A. Introduction **Only Typed applications will be accepted**

A new business application for insurance coverage with RIJRA may be submitted under one of the following procedures:

A. Immediate Coverage Via Fax Procedure

This procedure should be used to procure Immediate Coverage where coverage is to be effective within forty five days.

1.Submission of Application

The Association's Fax Immediate Coverage Procedure requires all applicable applications and documents be submitted at the time of the fax submission: the original application, RIJRA M&SB replacement cost estimator, letter of intent, restriction of coverage endorsement and other documents when applicable.

RIJRA Toll Free Fax Number: 1-800-699-2985

At the time of fax submission, you must have in your possession the original application and any applicable additional documents signed by the applicants and also the premium payment.

2.Issuance of Proof of Insurance/Application Return Notice

Upon receipt of the application and applicable additional documents, RIJRA will review the application for completion and will determine eligibility and initial insurability of the risk based on the information provided on the application.

If acceptable, the Proof of Insurance Form will be faxed to the producer, and the FAX IC invoice will be mailed to the producer to be remitted with payment.

Coverage is effective on the date the faxed application is received by RIJRA, or a later date if requested.

Proof of Insurance Form will include the policy number assigned, the coverage effective date and the annual RIJRA tentative premium due.

If applicable, Proof of Insurance Form will also indicate the 25% down payment due for the Premium Installment Payment Program and the Proof of Insurance issue date.

If unacceptable, an Application Return Notice will be faxed to the producer. The Application Return Notice will indicate reasons for rejection of the application.

If application is resubmitted within ten days of the Application Return Notice issued date and is acceptable, the Association will issue a Proof of Insurance with the original effective date requested.

B. New Purchase Immediate Coverage via Fax Procedure

This procedure should be used to procure Immediate Coverage where a closing on a New Purchase is to take place within 7 days.

1. Submission of Application

The Association's Fax Immediate Coverage Procedure requires all applicable applications and documents be submitted at the time of the fax submission: the original application, RIJRA M&SB replacement cost estimator, letter of intent, restriction of coverage endorsement and other documents when applicable.

RIJRA Toll Free Fax Number: 1-800-272-5885

At the time of fax submission, you must have in your possession the original application and any applicable additional documents signed by the applicants and also the premium payment.

2. Issuance of Proof of Insurance/Application Return Notice

Upon receipt of the application and applicable additional documents, RIJRA will review the application for completion and will determine eligibility and initial insurability of the risk based on the information provided on the application.

If acceptable, the Proof of Insurance Form will be faxed to the producer, and the FAX IC invoice will be mailed to the producer to be remitted with payment.

Coverage is effective on the date the faxed application is received by RIJRA, or a later date if requested.

Proof of Insurance Form will include the policy number assigned, the coverage effective date and the annual RIJRA tentative premium due.

If applicable, Proof of Insurance Form will also indicate the 25% down payment due for the Premium Installment Payment Program and the Proof of Insurance issue date.

If unacceptable, an Application Return Notice will be faxed to the producer. The Application Return Notice will indicate reasons for rejection of the application.

If application is resubmitted within ten days of the Application Return Notice issued date and is acceptable, the Association will issue a Proof of Insurance with the original effective date requested.

C. New Business – Immediate Coverage Via Mail

This procedure should be used to procure Immediate Coverage where coverage is to be effective within 45 days. Mail a completed, signed and dated application, any applicable additional documents and payment of premium to:

RIJRA
Two Center Plaza
Boston, MA 02108-1904

1. Submission of Application

The Association's New Business Mail Immediate Coverage Procedure requires all applicable applications and documents be submitted at the time of the submission: the original application, RIJRA M&SB replacement cost estimator, letter of intent, restriction of coverage endorsement and other documents when applicable.

The payment of the tentative premium must accompany the application. The applicant may be eligible for RIJRA's Premium Installment Program.

2. Issuance of Proof of Insurance/Application Return Notice

Upon receipt of the application and applicable additional documents, RIJRA will review the application for completion and will determine eligibility and initial insurability of the risk based on the information provided on the application.

If acceptable, the Proof of Insurance Form will be faxed to the producer.

Coverage is effective on the date the application is received by RIJRA, or a later date if requested.

Proof of Insurance Form will include the policy number assigned, the coverage effective date and the annual RIJRA tentative premium due.

If unacceptable, the application will be returned to the producer with an Application Return Notice indicating reasons.

If application is resubmitted within ten days of the Application Return Notice issued date and is acceptable, the Association will issue a Proof of Insurance with the original effective date requested.

D. Hand Delivered Immediate Coverage

This procedure should be used to procure immediate coverage where coverage is to be effective within five days.

1. Submission of Application

Hand-Deliver a completed, signed and dated application, any additional documents and payment of tentative premium to: RIJRA, Two Center Plaza, Boston, MA 02108.

The payment of tentative premium must accompany the application. The applicant may be eligible for RIJRA's Premium Installment Payment Program.

2. Issuance of Policy

If acceptable, a copy of the Policy Declaration Page is given to the Producer/Insured.

Coverage is effective on the date the application is received by RIJRA, or a later date if requested.

E. New Business- Non Immediate Coverage

This procedure takes an average application processing time of up to twenty days.

1. Submission of Application

Mail or Hand-Deliver a signed and dated application and any applicable additional documents at RIJRA, Two Center Plaza, Boston, MA 02108-1904.

2. The Association will require an Inspection of the property to determine if the property meets the Association's Underwriting Standards. (see pages 41 & 42)

3. Inspection of Property

a. Acceptable

- (1) The risk is rated and a Notice of Offer/Premium Invoice is mailed to the producer with a copy to the applicant .

b. Unacceptable

- (1) RIJRA informs the producer and the applicant in writing of the substandard conditions and of the corrective action necessary to make the property insurable, as well as how to request a reinspection of the property.
- (2) If property is found acceptable upon reinspection, follow procedure 3.a..
- (3) If reinspection discloses that the property still fails to meet Reasonable Underwriting Standards, (see pages 41-42) RIJRA will reissue the substandard condition letter. (see page 40)

4. Coverage Effective Date

Coverage is effective on the date the premium is received by RIJRA, or a later date if it was requested on the application.

5. Policy Issuance

All copies of the policy will be mailed to the producer. The producer shall then forward copies of the policy to the insureds and mortgagees.

Proof of Insurance Provision

The Proof of Insurance issued by RIJRA is evidence of insurance until receipt of the policy by the insured. In the event of a loss, the Proof of Insurance is evidence that the policy is in force.

B. Applications and Additional Documents

Please make sure current editions of all applications are being used. All Applications can be completed online @www.RIJRA.com.

Line of Business	Application Form #	Additional Documentation & Requirements, if any
Homeowners	ACORD 64-	<ul style="list-style-type: none">- The Association's M & SB RCT Express Replacement Cost estimator for HO 00 02, 03 and 05. Coverage A amount requested must be at least 80% of the replacement cost computed by the M&SB express site.- Copy of the Mortgage Agreement if there is a non-institutional mortgage holder.- Restriction of Coverage Endorsement, if applicable.- Other documents upon request of the Association.
Dwelling Fire	ACORD 66	<ul style="list-style-type: none">- The Association's M &SB RCT Express Replacement Cost estimator for DP 02 & 03. Coverage A amount requested must be at least 80% of the replacement cost computed by the M&SB express site for DP 00 02 & 03.- A Letter of Intent, if building is in process of rehabilitation or construction. (DP 00 01 only)- Copy of the Mortgage Agreement if there is a non-institutional mortgage holder.- Other documents upon request of the Association.
Commercial	ACORD 68	<ul style="list-style-type: none">- A Letter of Intent, if building is in process of rehabilitation.- Other documents upon request of the Association.
Personal Lines Lead	RIJRA PL1	<ul style="list-style-type: none">- In Force Prima Facia Evidence of Compliance Certificate, if applicable
Commercial Lines Lead	RIJRA CL1	<ul style="list-style-type: none">- In Force Prima Facia Evidence of Compliance Certificate, if applicable

F. **Helpful Hints**

1. **Procedures To Follow To Ensure Applications Are Processed Promptly and Efficiently:**

- a. All Applications must be typed.
- b. Have applicant/insured sign the application.
- c. Producer must sign and put the tax identification number on the application.
- d. Make sure applicant/insured title is complete (i.e. if Trust, indicate Trustee; if Estate, indicate Administrator or Executor).
- e. Please use the most current applications – all applications and forms are available at www.RIJRA.com.
- f. Make sure all questions are answered on the application.
- g. Letter of Intent signed by the applicant must be submitted if property is under rehabilitation/ construction.
- h. Include an M&SB RCT Cost Estimator Worksheet for HO 00 02, 03 and 05 and DP 00 02 and DP 00 03 applications. Make sure on HO 00 02, 03 and 05, DP 00 02 and DP 00 03 policies that Coverage A on the application is at least 80% of the replacement cost.
- i. If title of property is held in an LLC on a Homeowners Policy, the individual(s) must be listed as named Insured(s) and the LLC must be listed as the Additional Insured. A copy of the LLC agreement must be submitted.

INSPECTIONS AND REINSPECTIONS

A. Introduction

When an application is made for placement of insurance with RIJRA, the producer shall inform the applicant/insured of RIJRA's mandatory inspection requirements.

1. **What is Involved**

Inspections are designed to check underwriting information such as, but not limited to, the following:

- a. Eligibility
- b. Construction
- c. Occupancy
- d. Physical Condition
- e. Maintenance
- f. Housekeeping
- g. Heating
- h. Wiring
- i. Measurement and information to determine the replacement cost of the structure.

Photographs of the property will be taken during the inspection process.

B. Inspections

1. An inspection of the property will be made to determine if the property meets RIJRA's Reasonable Underwriting Standards.
2. All applications require the name of the person who can be contacted in order to arrange an inspection of the interior and exterior of the property. The producer shall verify that all telephone numbers listed on the application are correct and current, as inspection scheduling is initiated by a telephone call from our Field Underwriting Representative to the person named on the application.
3. The Field Underwriting Representative will contact the applicant during normal business hours between 8:00 A.M. – 4:00 P.M. Monday through Friday, to make arrangements to inspect all areas of the building.
4. Inspections will generally be made in the company of the property owner or their representative. The Field Underwriting Representative must be provided full access to the building. An inspection report shall be made for each property inspected.

Inspections/Reinspections (Cont'd)

5. If RIJRA has been unable to complete an inspection of the property a notification will be mailed to the producer and applicant requesting that RIJRA be advised as to how an inspection can be completed during normal business hours of 8:00 A.M. – 4:00 P.M. Monday through Friday.

If RIJRA does not receive a response to this notice within 30 days, a Notice of Cancellation may be issued.

C. Reinspections

RIJRA will reinspect property as deemed necessary and may make appropriate premium adjustments in accordance with conditions found at the time of said reinspection.

RIJRA will require a reinspection of the property for various reasons, which include but are not limited to, the following:

1. To check progress of property in process of rehabilitation;
2. When insured requests a significant increase in amount of insurance;
3. To verify correction of substandard conditions;
4. If there has been a change in the occupancy of the building.

D. Safety Tips

1. Install smoke detectors and check weekly.
2. Plan and participate in ways to escape from a home fire.
3. Check electrical cords and wires for wear and tear.
4. Do not leave matches or lighters within reach of children.
5. Have your furnace, water heater, flues and fireplace checked yearly.
6. Do not overload electrical outlets.
7. Do not use extension cords with space heaters.
8. Install Carbon Monoxide detectors and check periodically.

SUBSTANDARD CONDITION NOTICE

Subsequent to inspection, if the property does not meet Association's Reasonable Underwriting Standards, RIJRA may issue a Substandard Condition Notice. All Substandard Condition Notices will state the conditions and the corrective action required in order for the property to meet RIJRA's Reasonable Underwriting Standards.

All Substandard Condition Notices will provide the appropriate appeal provisions.

In the event the insured has made the necessary corrections, you may request a reinspection online at www.RIJRA.com, by contacting RIJRA's Consumer Services Department or by marking "conditions corrected" on the Substandard Condition Notice and mailing the notice to RIJRA.

UNDERWRITING STANDARDS

- A. Reasonable Underwriting Standards for Basic Property Insurance, including homeowners, shall include, but not be limited to, the following:
1. The right to decline or cancel insurance because of the physical condition of the property, which increases the risk of loss, including its construction, heating, wiring, evidence of unrepaired damage, or general deterioration;
 2. The right to decline or cancel insurance because of the existing use of the property, including abandonment, vacancy, overcrowding, excessive rubbish, or improper storage of flammable materials;
 3. The right to decline or cancel insurance because of other specific characteristics of ownership, condition, occupancy, or maintenance which are violative of law or public policy and result in unreasonable exposure to loss;
 4. The right to decline or cancel insurance on buildings in which any one of the following exists:
 - a. failure to pay real estate taxes on the property after the taxes have been delinquent for one year or more (real estate taxes shall not be deemed to be delinquent for this purpose even if they are due and constitute a lien, so long as a grace period remains under local law during which such taxes may be paid without penalty);
 - b. failure, within the insureds direct and exclusive control, to furnish heat, water, or public lighting for 30 consecutive days or more;
 - c. failure within a reasonable time to correct conditions dangerous to life, health or safety;
 5. The right to decline or cancel insurance on property:
 - a. where, because of physical conditions, there is an outstanding demolition order, outstanding order to vacate or which has been declared unsafe or uninhabitable in accordance with law;
 - b. where fire or other damage exists which increases the risk of further loss to the property and the owner has not taken reasonable steps to protect and secure the property;
 - c. where, following a fire or other damage which increases the risk of further loss, permanent repairs have not been commenced within sixty days after satisfactory adjustment of loss; or
 - d. where fire or other damage which increases the risk of loss exists and the insured has stated or such time has elapsed as clearly indicates that the damage will not be repaired;
 6. The right to decline insurance where the applicant is in arrears in the payment of insurance premiums to the Association, a licensed agent or broker or company for the types of coverage which are offered by the Association;

Underwriting Standards (Cont'd)

7. The right to decline or cancel insurance on any building where it is idle or where 65% or more of the building is unoccupied, unless the building is undergoing rehabilitation and the Association, upon request, has received a schedule for such rehabilitation
 8. The right to decline or cancel insurance on any building which has been abandoned or where there has been removal of fixtures or salvageable material from the building and the owner can give no reasonable explanation for such removal;
 9. The right to decline or cancel insurance where reliable information is secured indicating that the property will be burned for the purpose of collecting insurance on the property;
 10. The right to decline or cancel insurance where the applicant, insured, mortgagee, loss payee, or any other person having a financial interest in the property is convicted or where and unresolved indictment for the crime of arson or a crime involving a purpose to defraud an insurance company exists;
 11. The right to decline or cancel insurance where the property has been subject to more than two fires, each loss amounting to at least \$500 or one percent of the insurance in force, whichever is greater, in any 12-month period; or more than three such fires in any 24-month period, provided that the cause of such fires is due to conditions which are the responsibility of the owner-named insured;
 12. The right to decline or cancel in those instances where the Association has information which indicates that a moral hazard exists;
 13. The right to apply by endorsement in accordance with the waiver provisions of the statutory standard fire insurance policy of the State of Rhode Island, a "Modern Materials" provision which would permit repairs with modern materials, not necessarily those of like kind and quality, provided the structure's integrity, utility, and value are not impaired;
 14. The right to decline or cancel for failure to fully complete and sign or for any material misrepresentation in the applications required by Rhode Island General Laws 27-5-2.1.
- B. Reasonable Underwriting Standards with respect to Section II of homeowners insurance shall include the general standards listed above and in addition, shall include, but not be limited to, the following:
1. Hazardous physical conditions, including but not limited to, unfenced swimming pools;
 2. Presence of vicious animals;
 3. Excessive loss frequency when the applicant has failed to take reasonable steps to correct any situation which has given rise to past losses.

WINDSTORM AND HAIL – LIMITATIONS

The Rhode Island Joint Reinsurance Association, with the approval of the Rhode Island Division of Insurance, will be restricting the binding or writing of the Windstorm and Hail Peril during a time when **the National Weather service has issued a Watch or Warning for a Tropical Storm or Hurricane for any point on the United States coast North of Latitude 35.3° North (North Carolina-Virginia State boundary).**

It is important to note that the “Windstorm and Hail Coverage-Limitation” endorsements only suspend coverage with regards to “Windstorm and Hail” for the period of the storm and for 24 hours after the watch or warning is removed. After such time, the “Windstorm and Hail Peril” coverage shall attach and shall remain in effect thereafter in accordance with the policy provisions.

The Association will be attaching the “Windstorm and Hail Limitation” endorsements in the following situations:

1. Immediate Coverage Requests – the Association will attach the endorsement on those applications where no prior insurance has been in effect or where prior coverage has been allowed to lapse.

The “Windstorm and Hail Limitation” endorsement **will not** be attached when coverage is needed for a new purchase where the passing date falls during the period where a Watch or Warning has been issued.

The endorsement will also not be attached to policies seeking coverage as a result of cancellation or non-renewal by the prior carrier so long as the application is otherwise acceptable to the Association and coverage has not been allowed to lapse.

2. Endorsements – where the request is for an increase in coverage limits, the “Windstorm and Hail Limitation” would apply to the amount of increase if the increase is approved.
3. Renewal Application and Expiration Notification and Application for Continued Coverage received prior to expiration – where an increase in coverage is requested and such increase would become effective during the period of a watch or warning, the “Windstorm and Hail Limitation” would apply to the amount of increase if approved.

PAYMENT OF PREMIUM

A. Premium Payment General

1. Payments can be made online via an Internet Initiated Transfer of Funds at RIJRA.com.

The online payment feature allows producers, insureds, mortgage companies and other interested parties to pay policy premium by authorizing an Internet Initiated Transfer of Funds. Any applicable service fee is waived for any invoice paid through the Associations online payment system. Payment must be made for at least the Minimum due on any invoice. Payments made for more than the minimum due will be applied to the remaining balance.

2. RIJRA will accept a premium finance agreement, which has been entered into between a licensed finance company and the applicant, provided that the agreement is properly executed by the applicant granting power of attorney to the finance company. If the request is for immediate coverage, the required premium and the premium finance agreement must be sent to RIJRA along with the Immediate Coverage Application.
3. RIJRA will accept a properly executed Power of Attorney to Cancel Insurance Form (RIA-UND-74), which permits a producer to cancel insurance for non-payment of the premium advanced by the producer to the insured. If the request is for immediate coverage, the required premium and the properly executed Power of Attorney should be sent to RIJRA along with the Immediate Coverage Application.
4. RIJRA will not accept foreign currency or checks drawn off foreign banks.
5. RIJRA will not accept payments for multiple policies on a single check from a mortgage company. The RIJRA will require an individual check for each policy.

B. Online Premium Payments Requirements

1. Payment can only be made when there is an open invoice.
2. Policy and invoice number required.
3. If you elect to pay for your commercial renewal on the web, you automatically accept the offer for "terrorism coverage" as explained in the notice "terrorism coverage disclosure notice 2".

C. Premium Payments

1. Payments can be made online via an internet initiated Transfer of Funds. Complete processing instructions can be found online at www.RIJRA.com
2. By paying your bill by check, you agree to the processing of your payment electronically. If your check is processed electronically, it is possible the funds will be withdrawn on the same day we receive the check. **We are not enrolling you in a direct payment program.** Your check is still needed to initiate your payment. We reserve the right to process checks electronically at any representations as well as first presentment.
3. RIJRA will accept cash or check of an applicant, insured, producer, licensed finance company or lending institution, registered or cashier's check of a bank, postal or bank money order or check certified by a bank. **DO NOT SEND CASH THROUGH THE MAIL.** ALL payments must be made without deducting your commission. All payments must be made to the order of Rhode Island Joint Reinsurance Association. All payments must be be immediately negotiable.

4. Payments can be mailed to RIJRA's Lock Box facility.
5. **If RIJRA has issued a premium invoice, do not send any other correspondence EXCEPT the payment of the premium along with the premium invoice to RIJRA's Lock Box Facility. All other correspondence must be forwarded separately to the Office of RIJRA.**
6. In order for the premium payment to be promptly credited to insured's account, the instructions below must be followed:
 - a. Make check payable to Rhode Island Joint Reinsurance Association. The lock box will not process checks made payable to anyone other than the Rhode Island Joint Reinsurance Association.
 - b. Mail payment with the original Premium Invoice. Do not send a photocopy of the invoice.
 - c. Mail only one invoice and one check per envelope. Do not pay for multiple invoices with one check.
 - d. Do not send any other correspondence with the invoice and the check.
 - e. Our lock box payment processing facility mailing address is:

*Rhode Island Joint Reinsurance Association
PO Box 981031
Boston, MA 02298-1031*

Failure to follow any of the above instructions may result in payment not being processed in a timely manner.

COMMISSIONS

The commission to a licensed agent or broker designated by the applicant is 12%.

If the insured selects RIJRA's Premium Installment Payment Program, no commission will be paid on the service charge.

A commission check, along with a monthly Agency Commission Invoice will be issued on or about the 15th of the month following the month in which business has been placed with RIJRA. Commissions will be paid on the full policy premium at policy inception or renewal even if the insured elects the installment option. Any commission balance due RIJRA from a producer, as a result of a cancellation or return premium endorsement, will be assessed on or about the 15th of the month following the month in which the transaction has taken place.

The Association also offers an Electronic Fund transfer method of distributing commissions. By participating in this method, the Association directly deposits the producer's Commission on approximately the 10th of each month following the month in which the commission was generated with RIJRA. In order to participate in this, complete the **ACH DEPOSIT AUTHORIZATION** form online at WWW.RIJRA.com.

PREMIUM INSTALLMENT PAYMENT PROGRAM

A. Eligibility

1. The Premium Installment Payment Program applies to all lines of business;
2. The Premium Installment Payment Program is available to Homeowners, Dwelling and Commercial insureds;
3. The minimum annual premium eligible for the Premium Installment Payment Program is \$100;
4. **Policyholders who were issued two or more notices of cancellation by the Association for non-payment of premium during a policy period will not be eligible for the Installment plan whether the policy is being rewritten or renewed.**
5. Payments made by Mortgagees and/or Finance Companies will not be eligible for the Premium Installment Payment Program.

B. Payment of Premium

If the insured selects the Premium Installment Payment Program, a minimum of 25% of the total annual premium will be due. The remaining balance will be billed in **five** installments due in 50, 100, 150, 200 and 250 days from the policy inception date. Installment bills will be mailed directly to the insured approximately 27 days prior to the due date.

The initial minimum 25% down payment of the required total annual premium must accompany one of the following:

1. Fax Immediate Coverage Premium Invoice; or
2. The Premium Invoice issued under the Renewal Procedure; or
3. A mailed or hand-delivered application for Immediate Coverage; or
4. The Premium Invoice issued under the Non-Immediate Coverage New Business Procedure.

Installment bills will be sent directly to the insured along with a return envelope in which the Premium Invoice is to be returned along with payment. The insured must pay the minimum amount due online at www.RIJRA.com or by mail, but will be allowed to pay any amount between the minimum due and the annual policy premium. Payment of more than the minimum amount due will reduce the future installment payments.

RIJRA will not accept one check to pay for multiple policies. No other correspondence should be sent along with the installment payment.

C. **Endorsements**

1. Additional Premium Endorsement

After the initial down payment, any additional premium resulting from an endorsement will be added equally to any remaining installments. If no installment payments remain, the total additional premium will be due within 30 days of the Endorsement Premium Invoice issue date.

2. Return Premium Endorsement

If an endorsement results in a return premium that is less than the amount due on the remaining installments, the return premium will reduce future installment payments. If the return premium is greater than the remaining installments due, the return premium will be applied to the outstanding balance and a check will be issued for the remaining balance and sent to the producer. If no installment payments remain, a return premium check will be issued. If installments are still due, anticipated return premiums should not be deducted from the next minimum payment. This could result in an underpayment necessitating a notice of cancellation.

D. **Non-Payment of Installment Premium Invoice**

If installment premium payment is not received by the due date, RIJRA will issue a Notice of Cancellation for non-payment of premium.

E. **Underpayments**

Underpayments of \$10 or less on installment payments will be accepted and the difference will be added to the next billing cycle. Underpayments of greater than \$10 will be applied to the outstanding balance and a cancellation notice will be issued for non-payment of premium.

F. **Service Charge**

A service charge of \$4.00 will be added to each of the last five installment bills and included in the minimum amount due. If the annual premium is paid at inception, no service charge is imposed on the insured. Service Charges can be avoided by paying the premium online at **www.RIJRA.com**.

POLICY CHANGES (ENDORSEMENTS)

An Endorsement request must be faxed to (800) 796-2230.

Requests for policy changes may be made on Associations forms. All Forms are available at www.RIJRA.com.

Changes in coverage will be effective only upon approval by RIJRA. Approved changes shall become effective as of the date the request is received by RIJRA unless a later date is requested.

No producer has or shall have any authority to bind RIJRA in any manner.

A. Additional Premium Endorsement

1. On policies not written under the Premium Installment Payment Program, whenever an endorsement results in an additional premium, RIJRA will issue to the producer an Amended Declaration. An Additional Premium Invoice will be mailed to the insured. The additional premium will be due within 30 days of the endorsement issue date.
2. On policies written under Premium Installment Payment Program – see page 48, paragraph C.1.

B. Return Premium Endorsement

1. On policies not written under the Premium Installment Payment Program, whenever an endorsement results in a return premium, RIJRA will issue to the producer an Amended Declaration. A return premium check will be mailed to the producer, made payable to the insured, within 30 days after the endorsement issue date. On policies financed by a licensed finance company a return premium check is made payable and mailed to the finance company.
2. On policies written under Premium Installment Payment Program – see page 48, paragraph C.2.

C. Instruction For Some Policy Changes

1. **Increase in Amount of Insurance**

Requests for increases must have an explanation under “remarks” indicating reasons for increase and must include sufficient documentation to justify the increase.

- Homeowner Policies- Up to date MSB/RCT Cost Estimator to support Increased Coverage Amount.
- Dwelling Fire- on DP-1 policies provide reason for increase. On DP-2 and DP-3 policies, an MSB/RCT Cost Estimator to support increased coverage amount.
- Commercial Fire- If amount of Coverage is increased by 25% or more, provide a reason for increase.

For an endorsement increasing the amount of insurance, please refer to the “Windstorm and Hail Limitation” endorsement that could apply to your policy.

2. Decrease in the Amount of Insurance

Requests for decreases in the amount of insurance will be effective the date the request is received, unless a different date is indicated on the request. The effective date may not be more than ten days prior to the date the request is received by RIJRA. All decreases and/or Coverage deletion(s) require Insured signature.

3. Change of Mortgage Holders and Loss Payees

- a. Mortgage Changes on Homeowners Policies can be made online through the Producer interface at www.RIJRA.com. Detailed instructions for this procedure are available online at www.RIJRA.com.
- b. RIJRA does not require release statements from institutional mortgage holders when either transferring or deleting mortgage holders from the policy.
- c. Requests for an addition of a non-institutional mortgage holder must be accompanied by a copy of the mortgage agreement.

4. Assignment of Interest (Change of Ownership)

Requests by the insured to assign interest in the policy to another must be accompanied by Application for Assignment or Transfer of Policy Form (MUA-RIA-ATP) , Transfer of Ownership Form (MUA-RIA-UND-88) and Endorsement Form. RIJRA suggests that the prior policy be cancelled, and rewritten under a new policy by submitting a new application for placement of coverage under the New Business Immediate Coverage procedure.

5. Change the Producer on a Policy

Transfer of Producer is not allowed by Endorsement. The New Producer must apply for coverage under the Immediate Coverage Fax Procedure.

6. Insured Signature Requirements

- Reduction in Coverage Amounts
- Deletion of Coverage
- Addition or deletion of a Named Insured

RENEWAL OF RIJRA POLICIES

A. Procedures

RIJRA does not automatically renew policies.

1. Approximately 55-60 days prior to the expiration date of a policy, RIJRA will mail to the producer and the Insured a Renewal Offer/Premium Invoice along with an Expiration Notification to the producer. The Expiration Notification reflects the current coverages and forms.

The Renewal Offer/Premium Invoice includes a tear-off portion, which constitutes the remittance portion of the documents. The tear-off portion of the invoice shows the premium due and the minimum due amounts as well as the due date. The premium due amount is the total annual premium and the due date is the expiration date of the policy. For policies eligible for RIJRA's Installment Plan, the minimum due amount equals 25% of the premium due. For policies ineligible for the Installment Plan, the minimum due amount is the same as the premium due amount.

3. To renew insurance, the insured must pay the minimum due, premium due or any amount in between to the Association. Payments may be made on-line at www.RIJRA.com, by mail or at the Association's office located at Two Center Plaza, Boston, MA 02108.
4. The tear-off portion of the Renewal Offer/Premium Invoice, with the payment of premium, must be received by RIJRA no later than six days after the policy expiration date/due date to avoid a lapse in coverage. Renewal payments received after the six-day grace period will cause the inception date of the policy to be the date the Association receives the premium. Renewal payments received more than 60 days after the policy expiration date will be rejected.

Examples:

Policy Expiration Date/Due Date	Date of Receipt by the Association of Invoice with Payment	Renewal Policy Inception Date	Results
9/10/07	8/30/07	9/10/07	Invoice with payment received prior to expiration date - no lapse in coverage.
9/10/07	9/15/07	9/10/07	Invoice with payment received within six-day grace period - no lapse in coverage.
9/10/07	9/27/07	9/27/07	Invoice with payment received after six-day grace period - there is a lapse in coverage.

The due date shown on the Invoice is the expiration date of the policy and does not reflect the six-day grace period.

5. Any changes to the Renewal Policy may only be made by submitting an endorsement request to RIJRA after the renewal invoice has been paid. To make the changes effective as of the inception date of the Renewal Policy, the endorsement request must be received by RIJRA on or before the inception date of the Renewal Policy.

CANCELLATIONS

Cancellations will be effective the day such request is received by RIJRA or on an earlier date with proper supporting documentation (i.e. replacement policy).

All cancellations will be on a pro-rata basis.

A. **Insured Request**

The insured must either return the original policy at the time cancellation is requested or submit a properly executed Lost Policy Release. Also, Releases must be secured from any non-institutional mortgage holder or loss payee.

Cancellation requests should be faxed to the Association at (800)796-2230.

B. **Finance Company Request**

If a Premium Finance Agreement, authorized by an insured to cancel the insurance for non-payment of premium to the finance company has been filed with RIJRA, the first request for cancellation and subsequent reinstatement from a licensed finance company will be processed. On policies financed by a licensed finance company a return premium check is made payable and mailed to the finance company. If a second request for cancellation is made, it will be processed, however, no subsequent reinstatement will be made unless said request specifies that the account has been paid in full for the current policy term.

C. **Producer Request**

If a Power of Attorney to Cancel Insurance Form authorized by an insured to cancel insurance for non-payment of premium to the producer has been filed with RIJRA, the request for cancellation will be processed and any return premium will be made payable to the producer.

D. **Cancellations Initiated by RIJRA**

RIJRA shall give 30 days notice prior to any cancellation of any risk eligible under the Plan, except in the following cases:

1. owner or occupant incendiarism;
2. material misrepresentation;
3. non-payment of premium;

Cancellations Cont'd

E. Return Premiums

1. Return premiums will be made payable to the insured and mailed to the producer.
2. All return premiums are issued without deducting commission.
3. Return premiums will be paid by RIJRA to a licensed finance company provided that we are furnished with a copy of the finance agreement, properly executed by the insured, granting power of attorney to the finance company.
4. Return premiums will be paid by RIJRA to a producer for non-payment of premium advanced to the insured by the producer if we are provided with a properly executed Power of Attorney to Cancel Insurance.

F. Earned Premiums

On cancellation, if an earned premium is still owed to RIJRA, an Earned Premium Invoice will be issued to the insured. A copy of the invoice will also be mailed to the producer. The earned premium is due within 30 days after the Earned Premium Invoice issue date. If the earned premium is not paid by the due date, RIJRA will initiate collection proceedings.

- G. All Notices of Cancellation issued by RIJRA will provide the appropriate appeal provisions. (See Page 55)

NON-RENEWAL NOTICE

If the policy so provides, the Association will give written notice to the insured of its intent not to renew or reissue a policy providing protection against loss by fire to a dwelling or contents thereto at least 30 days prior to expiration of the Homeowner and Dwelling policy. The notice shall state the specific reasons for such decision and shall be sent or delivered to the named insured at the address shown in the policy, the insurance agent or broker who negotiated the issuance of the policy and to the mortgagee(s) if applicable. The notice shall contain or be accompanied by a statement explaining that the insured has a right of appeal as provided in CH. 42-35 of the General Laws entitled "Administrative Procedures".

APPEAL PROVISIONS

Any applicant for insurance and any person insured under the program may appeal to the Governing Committee within 15 days after mailing of notice of any final underwriting ruling, action, or decision of the Association. The Governing Committee shall issue its decision without undue delay. Any decision of the Committee may be further appealed to the Commissioner within 30 days.

Orders of the Commissioner shall be subject to judicial review pursuant to RI General Laws CH. 42-35

DEEMER PROVISION

Eligible risks are automatically deemed insured if:

1. Through no fault of the applicant, coverage has not been either offered or denied within 20 calendar days after the date the application for coverage was received by the Association.
2. The applicant at the time of requesting the inspection or at any time prior to the receipt of a written statement indicating that the property is uninsurable, pays an estimated annual premium or deposit premium, subject to the maximum limits of liability.

Coverage provided under the Deemer Provision shall be at normal rates for the class of property to be insured, exclusive of any surcharge, but shall be subject to an appropriate premium adjustment, if necessary, after the property has been inspected.

CLAIMS

It is a principal objective of RIJRA to provide a claims service of excellence to its policyholders.

A. Procedures

1. Claims should be reported promptly either directly, online at www.RIJRA.com, by telephone or fax to RIJRA at its Boston office at Two Center Plaza, Boston, MA 02108.

24 Hour Toll Free Fax Number 1-(800)-851-8424
Telephone Number (617) 723-3800 EXT 5600
Toll Free Telephone number 1-(800)-851-8978 EXT 5600

Do not assign an adjuster.

When a claim is reported via fax, the standard "ACORD" Loss Report form or its equivalent should be completed with all the pertinent information.

2. The Claims Department will assign an adjuster immediately and acknowledge to the producer, in writing, all claims that are reported. This acknowledgement includes information such as the insured's name, policy number, RIJRA claim number, and adjuster's name and telephone number.
3. RIJRA Claims Department will assign all losses received. Adjusters are not authorized to accept claims for RIJRA losses from any other source.
4. If the claim is an emergency, the Association has an Emergency Claims Adjusters List available at www.RIJRA.com.