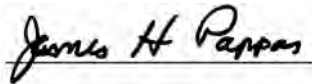




Enclosed please find a complete RIJRA Commercial Lines Lead Poisoning Coverage Form Rules manual, which includes all of the Lead Poisoning Coverage Form Rules & Rates. Also enclosed is RIJRA's Application for Commercial Lines Lead Liability Insurance Inspection and Placement, RIJRA CL1 (2005/11) and Inspection Notice, Credit Reporting Notice and Instructions for Completing Personal Lead Liability Insurance Inspection and Placement, RIJRA CL2 (2005/11). **A completed and signed Application for Commercial Lines Lead Liability Inspection and Placement, RIJRA CL1 (2005/11) must accompany all requests for Commercial Lead Liability coverage.**

Following your review of this and the attached material, should you have any questions, please contact our Customer Services or Underwriting Departments.

Very truly yours,

A handwritten signature in black ink that reads "James H. Pappas". The signature is written in a cursive style and is positioned above a horizontal line.

James H. Pappas  
Vice President-Underwriting

Enclosures:

JHP:ed

# RHODE ISLAND LEAD POISONING COVERAGE FORM

## CLAIMS-MADE COVERAGE PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

### SECTION I – LEAD LIABILITY COVERAGE

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the limit of insurance in the payment of judgments or settlements under this Lead Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Lead Liability Coverage.

- b. This insurance applies to "bodily injury" only if:
- (1) The "bodily injury" is caused by an "occurrence" that takes place in Rhode Island;

(2) The "bodily injury" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" is first made against any insured, in accordance with Paragraph c. below, during the policy period or the Extended Reporting Period we provide under Section V – Extended Reporting Periods.

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected Or Intended Injury

"Bodily injury" expected or intended from the standpoint of the insured.

##### b. Contractual Liability

"Bodily injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

##### c. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

##### d. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**e. Lead Remediation and Related Expenses**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, lead; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead.

**3. Supplementary Payments**

- We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - d. All costs taxed against the insured in the "suit".
  - e. Prejudgment interest awarded against the insured on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or

If Paragraph e. above does not apply, prejudgment interest awarded against the insured on that part of the judgment we pay.

- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury":
    - (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) above;
  - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) or (2) above; or
  - b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this coverage .
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage does not apply to "bodily injury" that occurred before you acquired or formed the organization; and

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of damages under Lead Liability Coverage.

- 3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages under Lead Liability Coverage because of all "bodily injury" arising out of any one "occurrence".

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage.

#### 2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

Notice of an "occurrence" is not notice of a claim.

- b. If a claim is received by any insured, you must:
  - (1) Immediately record the specifics of the claim and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this coverage:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this coverage unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Lead Liability Coverage of this coverage, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Declarations of this insurance; or
- (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Lead Liability Coverage to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this coverage.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 5. Premium Audit

- a. We will compute all premiums for this coverage in accordance with our rules and rates.
- b. Premium shown in this coverage as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover all or part of any payment we have made under this coverage, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

When an insurer or its agents recover payment on a casualty loss from a third party through subrogation, the insurer must first pay the "insured" the deductible portion of the casualty loss, less the prorated share of subrogation expenses and thereafter retain any funds in excess of the deductible portion of the recovery.

## 9. Direct Liability Of Insurers

We will be directly liable for those sums the insured becomes legally obligated to pay as damages to the injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the insured becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

## 10. Cancellation

- a. If a lead paint notice of violation is issued to a property owner subsequent to the issuance of this policy and the property owner has not brought the property into compliance within ninety (90) days of the issuance of the notice, this policy shall be subject to cancellation and/or nonrenewal.

- b. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- c. We may cancel this policy by giving, mailing or delivering to the first Named Insured and agent, if any, written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;
- (4) Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
- (5) Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;
- (6) Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;
- (7) Owner or occupant incendiarism;
- (8) Violation or breach by you of any policy terms or conditions;
- (9) Constructive or actual total loss of the Covered Property; or
- (10) Such other reasons as may be approved by the Commissioner of Insurance.

- d. We will give, mail or deliver written notice to the first Named Insured at the last address known to us, and to the agent, if any.

- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- f. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, if this policy is financed under a premium finance agreement and we cancel at the request of the premium finance company upon default of the first Named Insured, the refund will be pro rata.

The cancellation will be effective even if we have not made or offered a refund.

- g. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.
- h. We will provide you with the reason or reasons for cancellation if:
  - (1) You request in writing a statement of the reasons for cancellation; and
  - (2) You agree in writing to hold us harmless from liability for any:
    - (a) Communication giving notice of, or specifying the reasons for, cancellation; or
    - (b) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph 10.c.

### 11. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### 12. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### 13. Inspections And Surveys

- a. We have the right to:
  - 1. Make inspections and surveys at any time;
  - 2. Give you reports on the conditions we find; and
  - 3. Recommend changes.

- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- 2. Comply with laws, regulations, codes or standards.

- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### 14. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

### 15. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### 16. Nonrenewal

- a. If we elect not to renew this policy, we will give, mail or deliver to the first Named Insured and agent, if any, written notice of nonrenewal at least 60 days before:
  - 1. The expiration date of the policy; or
  - 2. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.
- b. However, we need not give, mail or deliver this notice if:

1. We have offered to issue a renewal policy; or
2. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

#### **SECTION V – EXTENDED REPORTING PERIOD**

1. We will provide an Extended Reporting Period, as described below, if:
  - a. This coverage is canceled or not renewed; or
  - b. We renew or replace this coverage with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations of this coverage; or
    - (2) Does not apply to "bodily injury" on a claims-made basis.
2. An unlimited Extended Reporting Period is automatically provided without additional charge. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to claims for "bodily injury" arising out of an "occurrence" which occurred after the Retroactive Date shown in the Declarations and before the end of the policy period provided a claim for such "bodily injury" is first made during the Extended Reporting Period.
3. The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

#### **SECTION VI – DEFINITIONS**

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person caused by lead poisoning, including death resulting from any of these at any time.
2. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

5. "Occurrence" means an accident involving lead poisoning, including continuous or repeated exposure to lead.
6. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
7. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
8. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**COMMERCIAL LINES**  
**RHODE ISLAND LEAD POISONING COVERAGE FORM RULES**  
**RHODE ISLAND JOINT REINSURANCE ASSOCIATION**

---

**1. DESCRIPTION OF RHODE ISLAND LEAD POISONING COVERAGE FORM**

---

- A.** To provide coverage for bodily injury caused by lead poisoning on a claims-made basis for compliant and non-compliant rental properties, use Rhode Island Lead Poisoning Coverage Form **IL 99 01**.
  - B.** Attach Declarations Page to all policies.
  - C.** The maximum limits of insurance for this coverage are:
    - 1. Five hundred thousand dollars (\$500,000) for all damages because of all bodily injury, sustained as the result of any claims arising out of any one occurrence.
    - 2. One million dollar (\$1,000,000) general aggregate limit because of all bodily injury, as the result of all claims during the policy period.
  - D. Eligibility**
    - 1. If a residential rental property owner owns only one (1) property and has more than one (1) unremediated dwelling unit at which a child was poisoned prior to November 1, 2005, that property owner shall be ineligible for Lead Liability Coverage.
    - 2. If a residential rental property owner owns more than one (1) property and has more than two (2) unremediated dwelling units at which a child was poisoned prior to November 1, 2005, that property owner shall be ineligible for Lead Liability Coverage.
- 

**2. PREMIUM COMPUTATION**

---

**Prepaid Policies**

Compute the premium using the annual rates in effect at policy inception.

---

**3. REFERRALS TO COMPANY**

---

Refer to company for:

- 1. Any applicable rating plan modification.
- 2. Rating or classifying any risk or exposure for which there is no manual rate or applicable classification. Rates shall not be inadequate, excessive or unfairly discriminatory.

Companies should maintain complete files, including all details of the factors used in determining the rate or classification for a particular risk and make these files available to state regulators on request. Such rates or classifications need not be filed with the state regulator.

The second paragraph of Paragraph 2. shall not apply when a company has developed or prepared a manual or schedule of rates which includes a classification applicable to a risk being written. To the extent that filing requirements apply to such a manual or schedule of rates, they must be followed.

---

**4. POLICY TERM**

---

- A.** Policies may be written for a one year policy term.
  - B.** A policy may be renewed by renewal certificates. When renewal certificates are used, they must conform in every respect to current rules, rates and forms at the time of renewal.
- 

**5. ADDITIONAL PREMIUM CHANGES**

---

**A. Calculation Of Premium**

- 1. Prorate all changes requiring additional premium.
- 2. Apply the rates and rules in effect on the effective date of the policy. The additional premium developed is in addition to any applicable policy writing minimum premium.

**B. Waiver Of Premium**

1. Additional premiums at or below \$15.00 may be waived.
2. This waiver applies only to that portion of the premium due on the effective date of the policy change.

---

**6. RETURN PREMIUM CHANGES**

---

**A. Premium Computation**

1. Compute return premium at the rates used to calculate the policy premium.
2. Compute return premium pro rata and round to the next higher whole dollar when any coverage or exposure is deleted or an amount of insurance is reduced. Retain the policy writing minimum premium.

**B. Waiver Of Premium**

1. Return premiums at or below \$15.00 may be waived.
2. This waiver applies only to that portion of the premium due on the effective date of the policy change.
3. Any return premium due the insured must be granted if the insured requests it.

---

**7. POLICY CANCELLATIONS**

---

**Pro Rata Calculation**

Compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled.

---

**8. MINIMUM PREMIUMS**

---

**A. Definition**

Minimum premiums are the lowest amounts for which insurance may be written for each full year of coverage.

**B. Policy Writing Minimum Premium**

Use the policy writing minimum premium if the total amount developed using this rule is less than the policy writing minimum premium.

---

**9. POLICY WRITING MINIMUM PREMIUM**

---

**Prepaid Policies**

Policy writing minimum premium is \$100.00.

---

**10. SPECIAL RULES APPLICABLE TO CLAIMS-MADE COVERAGE**

---

**A. Extended Reporting Period**

If the circumstances relating to the termination, renewal or replacement of the claims-made coverage specified in Section V - Extended Reporting Period of the Rhode Island Lead Poisoning Coverage Form **IL 99 01** are met, an automatic unlimited extended reporting period will be provided. Under the extended reporting period, a claim first received and recorded during the extended reporting period will be deemed to have been made on the last day of the policy period. The claim must be for damages because of bodily injury liability which occurred before the end of the policy period, but not before the applicable Retroactive Date.

**B. Retroactive Date**

The Retroactive Date entered on the Declarations will be the same as the inception date of the initial policy and will continue to apply to all subsequent renewals of the Lead Poisoning Insurance. If a policy is cancelled or not renewed as of the expiration date and a new policy is issued, the new retroactive date will be the same as the inception date of the new policy and will be entered on the Declarations. Any bodily injury resulting from lead poisoning, which occurred prior to the Retroactive Date is not covered, even if a claim for such injury or damage is first made during the policy period or any applicable Extended Reporting Period. Once a Retroactive Date is established for an insured, it can only be advanced with the written consent of the first Named Insured, and then only:

1. If there is a substantial change in the insured's operations which results in an increased exposure to loss;
2. If the insured fails to provide the company with information:

- a. The insured knew or should have known about the nature of the risk insured which would have been material to the insurer's acceptance of the risk; or
  - b. Which was requested by the company; or
3. At the request of the insured.

If "none" is entered on the Declarations, there is no Retroactive Date. If there is no Retroactive Date, coverage may be afforded for bodily injury occurring prior to the inception date of the policy.

## 11. CLASSIFICATIONS

### A. Explanation Of Classification System

The purpose of the classification system is to group insureds into classifications so that the rate for each classification reflects the hazards common to those insureds. Based on the insured's business operations, choose which classification best describes the operation.

### B. 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 – 4 stories 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

**Table 11.B. Eligible Classifications**

### C. 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 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, power plants or air-conditioning equipment.
- b. For tenants, determine the area they occupy in the same manner as for entire buildings.
- c. The rates apply per 1,000 square feet of area.

---

## 12. PREMIUM DETERMINATION

---

### A. Basic Limits Rates

Table 12.B.1 displays the \$100,000/\$200,000 occurrence/aggregate limit claims-made rates.

### B. Rating Procedure For Non-Compliant Properties

1. Select the appropriate risk classification from Table 11.B.
2. Select the applicable initial rate from Table 12.B.1
3. For the Limits of Insurance shown on the declarations page, select the appropriate Increased Limits Factor from table 12.B.2.
4. Calculate the final rate as the product of the initial rate and the Increased Limits Factor determined in the paragraphs above.
5. Determine the initial policy premium as the product of the final rate and the applicable exposure basis.
6. Compare the initial policy premium against the policy minimum premium. The final policy premium is the higher of the initial premium and the policy minimum premium.

### C. Rating Procedure For Compliant Properties

1. Select the appropriate risk classification from Table 11.B.
2. Select the applicable initial rate from Table 12.B.1 and multiply by Compliant Property Factors By Level Of Prima Facie Evidence Of Compliance from Table 12.B.3. (If Level of Prima Facie Evidence Of Compliance from Table 12.B.3. is "lead free," there is no charge.)
3. Follow steps 3-6 from Paragraph B above, unless the Level of Prima Facie Evidence Of Compliance is "lead free".

### Lead Liability Rates For Non-Compliant Properties

Class Code	Territory 001	Territory 002	Territory 003
60010	\$78.00	\$112.40	\$84.10
60011	109.20	157.60	117.80
60012	130.60	189.50	140.90
60013	84.30	121.60	91.00
60015	92.10	138.30	101.90
60016	120.10	188.30	139.70
63010	165.30	237.00	178.10
63011	174.20	265.20	188.30
63012	233.10	336.90	252.30
63013	268.90	386.70	289.40
64500	32.10	32.10	32.10
67510	30.30	25.70	21.80

Class Code	Territory 001	Territory 002	Territory 003
67511	35.20	25.70	21.80

**Table 12.B.1. Lead Liability Rates For Non-Compliant Properties**

Territory 001: City of Providence

Territory 002: Cities of Johnston, North Providence, Pawtucket  
Townships of Central Falls, Cranston, East Providence

Territory 003: Remainder of State

**Lead Liability Increased Limit Factors  
For Compliant And Non-Compliant Properties**

(Limits are in thousands)  
\$100/200 Basic Limit

Aggregate	Per Occurrence					
	\$ 25	50	100	200	300	500
\$50	0.64	0.75				
100	0.65	0.79	0.97			
200	0.66	0.80	1.00	1.22		
300	0.67	0.81	1.01	1.23	1.41	
500		0.83	1.03	1.25	1.43	1.67
600		0.84	1.04	1.26	1.44	1.68
1,000			1.05	1.27	1.45	1.69

**Table 12.B.2. Lead Liability Increased Limit Factors For Compliant And Non-Compliant Properties**

**Compliant Property Factors By Level Of Prima Facie Evidence Of Compliance**

Level of Prima Facie Evidence Of Compliance	Factor
Lead Free	No Charge
Lead Safe	.01
Lead Mitigated:	
Independent Clearance Inspection	.05
Visual Inspection	.10
Presumptive Compliance	.10

**Table 12.B.3. Compliant Property Factors By Level Of Prima Facie Evidence Of Compliance**

**Example 1: FORM IL 99 01 STAND-ALONE RI LEAD POISONING COVERAGE FOR A NON-COMPLIANT  
15 UNIT APARTMENT BUILDING, LOCATED IN PROVIDENCE RI (TERRITORY 001)  
LEAD LIABILITY COVERAGE - \$300,000 PER OCCURRENCE, \$300,000 AGGREGATE**

---

Lead Liability Limits: Per Occurrence \$300,000 Aggregate \$300,000

Risk Classification 60010 Territory 001

**Rating Procedure for Non-Compliant Property**

Enter Initial Rate from Table 12.B.1 [Page 4]		<u>78.00</u>
Increased Limit Factor from Table 12.B.2 [Page 6]	x	<u>1.41</u>
Final Lead Liability Rate	=	<u>\$109.98</u>
Exposure Basis <u>Number of Units</u>	x	<u>15</u>
Final Lead Liability Premium	=	<u>\$1,650</u>

**Example 2: FORM IL 99 01 STAND-ALONE RI LEAD POISONING COVERAGE FOR A NON-COMPLIANT  
25,000 SQ. FT. SCHOOL DORMITORY (FOR PROFIT) LOCATED IN NEWPORT RI (TERRITORY 003)  
LEAD LIABILITY COVERAGE - \$500,000 PER OCCURRENCE, \$1,000,000 AGGREGATE**

---

Lead Liability Limits: Per Occurrence \$500,000 Aggregate \$1,000,000

Risk Classification 67510 Territory 003

**Rating Procedure for Non-Compliant Property**

Enter Initial Rate from Table 12.B.1 [Page 4]		<u>21.80</u>
Increased Limit Factor from Table 12.B.2 [Page 6]	x	<u>1.69</u>
Final Lead Liability Rate	=	<u>\$36.84</u>
Exposure Basis <u>Area (25,000/1,000)</u>	x	<u>25</u>
Final Lead Liability Premium	=	<u><u>\$921</u></u>

**Example 3:** FORM IL 99 01 STAND-ALONE RI LEAD POISONING COVERAGE FOR A COMPLIANT 20 UNIT APARTMENT BUILDING, PRESUMPTIVE COMPLIANCE LOCATED IN PROVIDENCE RI (TERRITORY 001)  
 LEAD LIABILITY COVERAGE - \$200,000 PER OCCURRENCE, \$500,000 AGGREGATE

---

Lead Liability Limits: Per Occurrence \$200,000 Aggregate \$500,000  
 Risk Classification 60010 Territory 001

**Rating Procedure for Compliant Property**

Enter Initial Rate from Table 12.B.1. [Page 4]		<u>78.00</u>	
Compliant Property Factor Table 12.B.3. [Page 6]	x	<u>0.10</u>	<u>7.80</u>
Increased Limit Factor from Table 12.B.2. [Page 6]	x	<u>1.25</u>	
Final Lead Liability Rate	=	<u>\$9.75</u>	
Exposure Basis <u>Number of Units</u>	x	<u>20</u>	
Final Lead Liability Premium	=	<u>\$195</u>	

**RHODE ISLAND JOINT REINSURANCE ASSOCIATION  
APPLICATION FOR COMMERCIAL LINES LEAD LIABILITY INSURANCE INSPECTION AND PLACEMENT**

RHODE ISLAND JOINT REINSURANCE ASSOCIATION  
TWO CENTER PLAZA, BOSTON, MA 02108 – 1904  
PHONE: (617) 723-3800 (800) 851-8978 FAX: (800) 699-2985  
VISIT OUR WEB SITE – WWW.RIJRA.COM

UND INITIALS
DATE
<input type="checkbox"/> APPROVED
<input type="checkbox"/> REJECTED

THIS APPLICATION IS NOT A BINDER OF INSURANCE

**PLEASE TYPE OR PRINT CLEARLY. PROVIDE ALL THE INFORMATION REQUESTED.**  
SEE RIJRA CL2 FOR THE INSPECTION NOTICE, CREDIT REPORTING NOTICE AND INSTRUCTIONS TO COMPLETE APPLICATION

		<b>POLICY #</b>	
<b>1. APPLICANT(S) NAME &amp; MAIL ADDRESS</b>		<b>2. IF APPLICATION IS SUBMITTED BY A LICENSED BROKER/AGENT</b>	
NAME (AS IT SHOULD APPEAR ON POLICY)		NAME OF LICENSED BROKER/AGENT	
#/STREET		#/STREET	
CITY/STATE/ZIP		CITY/STATE/ZIP	
NAME OF THE PERSON THE INSPECTOR CAN CONTACT FOR INSPECTION OF THE PROPERTY		TELEPHONE #	FAX #
CONTACT'S HOME TELEPHONE #	CONTACT'S BUSINESS TELEPHONE #	TAX IDENTIFICATION #	
APPLICANT'S OCCUPATION	SOCIAL SECURITY #	LICENSE #	

**3. LOCATION OF PROPERTY, IF DIFFERENT FROM ABOVE (ITEM1)**

# STREET	CITY/STATE/ZIP
----------	----------------

**4. PRESENT OR PRIOR INSURANCE INFORMATION**

PRESENT OR PRIOR INSURER	COVERAGE TYPE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> GENERAL AGGREGATE	BUILDING COVERAGE LIMIT \$	COMMERCIAL GENERAL LIABILITY COVERAGE LIMIT \$	EXPIRATION DATE
--------------------------	--	-------------------------------	---	-----------------

**5. DESCRIPTION OF PREMISES: (INCLUDE CLASS CODE, OCCUPANCY, CONSTRUCTION, NUMBER OF RENTAL UNIT, NUMBER OF DWELLINGS IF LESSOR'S RISK, AND SQUARE FOOTAGE IF DORMITORY.)**

OCCUPANCY: \_\_\_\_\_

CLASS CODE: \_\_\_\_\_ CONSTRUCTION: \_\_\_\_\_ # OF RENTAL UNIT(S): \_\_\_\_\_

# OF DWELLINGS IF LESSOR'S RISK: \_\_\_\_\_ SQUARE FOOTAGE IF DORMITORY: \_\_\_\_\_

**6. COVERAGE REQUESTED**

LEAD LIABILITY COVERAGE LIMITS		PROVISIONAL RATE	TENTATIVE PREMIUM
EACH OCCURRENCE LIMIT	<input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$200,000 <input type="checkbox"/> \$300,000 <input type="checkbox"/> \$500,000		
GENERAL AGGREGATE LIMIT	<input type="checkbox"/> \$50,000 <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$200,000 <input type="checkbox"/> \$300,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$600,000 <input type="checkbox"/> \$1,000,000		

**7. THE EFFECTIVE DATE WILL BE THE DATE THE APPLICATION IS RECEIVED BY THE ASSOCIATION, OR A LATER DATE IF SHOWN BELOW.**

EFFECTIVE DATE	RETROACTIVE DATE RETROACTIVE DATE WILL BE NO EARLIER THAN THE INCEPTION DATE OF THE FIRST LEAD LIABILITY POLICY WRITTEN WITH RIJRA. WHEN ANY LAPSE OF COVERAGE OCCURS, THE ASSOCIATION WILL SET THE RETROACTIVE DATE.	ANNUAL TENTATIVE PREMIUM \$	DOWN-PAYMENT (MINIMUM 25%) \$
----------------	--	--------------------------------	----------------------------------

**8. BUILDING INFORMATION**

**BUILDING IS:**

OWNER OCCUPIED  
  SEASONAL  
  PARTIALLY VACANT/UNOCCUPIED  
  UNDER REHABILITATION  
 LETTER OF INTENT REQUIRED

NON OWNER OCCUPIED  
  VACANT/UNOCCUPIED  
 IF PARTIALLY VACANT/UNOCCUPIED % OF VACANCY: \_\_\_\_\_ %  
  DAY/CHILD CARE  
 # OF CHILDREN \_\_\_\_\_

YEAR BUILT	DATE OF PURCHASE OF REAL PROPERTY
------------	-----------------------------------

APPLICANT(S) NAME	POLICY NUMBER
-------------------	---------------

**10. LEAD COMPLIANCE LEVEL**

IS THE PROPERTY IN COMPLIANCE WITH THE LEAD LEVEL INDICATED BELOW?       YES       NO

IF YES, PROVIDE A COPY OF THE CERTIFICATE OF COMPLIANCE OR CERTIFICATE OF CONFORMANCE.

LEAD FREE CERTIFICATE     
 LEAD SAFE CERTIFICATE     
 INDEPENDENT CLEARANCE INSPECTION CERTIFICATE     
 VISUAL SELF - INSPECTION CERTIFICATE     
 PRESUMPTIVE COMPLIANCE CERTIFICATE

IF NO, IS ANY OF THE UNIT WITHIN THE DWELLING IN COMPLIANCE? PROVIDE NUMBER OF COMPLIANT UNIT(S) AND THE CERTIFICATE FOR EACH COMPLIANT UNIT. # OF UNIT(S) \_\_\_\_\_

11. EXPLAIN ALL "YES" RESPONSES IN REMARKS	YES	NO	EXPLAIN ALL "YES" RESPONSES IN REMARKS	YES	NO
A. DO YOU OWN ANY OTHER RESIDENTIAL PROPERTY UNIT(S)? (IF YES, STATE NUMBER OF THE BUILDING(S) AND NUMBER OF THE UNIT(S) IN THE BUILDING(S))			K. ANY FARMING OR OTHER BUSINESS CONDUCTED ON PREMISES?		
B. HAS PROPERTY ON WHICH COVERAGE IS BEING REQUESTED, OR ANY OTHER PROPERTY OWNED BY THE APPLICANT RECEIVED A NOTICE OF VIOLATION FOR A LEAD POISONING HAZARD? ( IF YES, SPECIFY THE DATE OF THE NOTICE AND THE REMEDIATION CERTIFICATION)			L. ARE YOU INDEBTED TO AN INSURANCE AGENT, BROKER OR COMPANY?		
C. DOES THE APPLICANT OWN ANY RESIDENTIAL UNIT AT WHICH ANY CHILDREN WERE POISONED? IF YES, HOW MANY CHILDREN WERE POISONED? PROVIDE LOCATION OF UNIT(S).			M. HAVE YOU FAILED TO PAY REAL ESTATE TAXES ON THE PROPERTY FOR ONE YEAR OR MORE?		
D. IS THERE ANY PEELING, CHIPPING OR FLAKING PAINT ON PREMISES?			N. HAVE YOU, THE MORTGAGEE, OR ANY OTHER PERSON HAVING A FINANCIAL INTEREST IN THE PROPERTY BEEN INDICTED, CONVICTED, OR INVOLVED WHERE AN UNRESOLVED INDICTMENT FOR THE CRIME OF ARSON OR FOR A CRIME INVOLVING A PURPOSE TO DEFRAUD AN INSURANCE COMPANY? *		
E. ANY WATER DAMAGE CLAIMS OR LEAKING PIPES ON PREMISES?			O. HAS THE APPLICANT FILED A VOLUNTARY PETITION, OR BEEN NAMED AS THE DEBTOR IN AN INVOLUNTARY PETITION, UNDER THE UNITED STATES BANKRUPTCY CODE OR IS THE APPLICANT ACTING AS BANKRUPTCY TRUSTEE OR PERSON PERFORMING A SIMILAR FUNCTION?		
F. HAVE YOU HAD ANY PROPERTY LOSSES OR ANY LIABILITY CLAIMS BROUGHT AGAINST YOU IN THE PAST FIVE YEARS? (IF YES, STATE TYPE (S), DATE (S), AMOUNT (S) IN REMARKS)			P. HAS THE HEAT, WATER OR PUBLIC LIGHTING BEEN OUT OF SERVICE FOR THE LAST 30 DAYS OR MORE?		
G. HAS PRESENT INSURER FURNISHED NOTICE OF NON-RENEWAL OR NOTICE OF CANCELLATION?			Q. HAS A STATE OR MUNICIPAL OFFICIAL NOTIFIED YOU IN WRITING OF ANY BUILDING, SANITARY, FIRE OR OTHER CODE VIOLATION (S) AT THE PROPERTY, WHICH ARE CURRENTLY OUTSTANDING?		
H. ANY UNREPAIRED DAMAGE?					
I. DO ANY OF THE FOLLOWING EXIST? (A) OUTSTANDING ORDER TO VACATE; (B) OUTSTANDING DEMOLITION ORDER; OR (C) DECLARED UNSAFE?					
J. ARE THERE ANY ROOMERS OR BOARDERS RESIDING ON THE PREMISES? (IF YES, STATE NUMBER.)					

**REMARKS (USE ADDITIONAL SHEET IF NEEDED)**

**SIGNATURE**

BY SIGNING THIS APPLICATION I (WE) CERTIFY THAT I (WE) HAVE AN INSURABLE INTEREST IN THE PROPERTY, AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF. ANY WILLFUL CONCEALMENT OR MISREPRESENTATION OF A MATERIAL FACT OR CIRCUMSTANCES HEREON MAY VOID ANY POLICY ISSUED. I (WE) FURTHER CERTIFY THAT I (WE) HAVE MADE REASONABLE EFFORT TO OBTAIN INSURANCE AND HAVE BEEN UNABLE TO OBTAIN IT ELSEWHERE. THE ABOVE NAMED LICENSED BROKER OR AGENT IS AUTHORIZED TO ACT AS MY (OUR) BROKER OF RECORD FOR PURPOSE OF THIS APPLICATION AND ANY RESULTING INSURANCE. I (WE) HAVE READ THE INSPECTION NOTICE AND CREDIT REPORTING NOTICE PROVIDED ON THE RIJRA CL2 AND UNDERSTAND THAT THESE NOTICES FORM A PART OF THIS APPLICATION, SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

\*NOTE: FAILURE TO DISCLOSE THE EXISTENCE OF AN ARSON CONVICTION ON THIS APPLICATION IS A MISDEMEANOR PUNISHABLE BY A SENTENCE OF NOT MORE THAN ONE YEAR IMPRISONMENT.

\_\_\_\_\_  
SIGNATURE (S) OF ALL APPLICANTS (INCL. ADDITIONAL INSURED)      DATE

\_\_\_\_\_  
SIGNATURE (S) OF ALL APPLICANTS (INCL. ADDITIONAL INSURED)      DATE

\_\_\_\_\_  
SIGNATURE (S) OF ALL APPLICANTS (INCL. ADDITIONAL INSURED)      DATE

\_\_\_\_\_  
SIGNATURE (S) OF ALL APPLICANTS (INCL. ADDITIONAL INSURED)      DATE

UNDER THE PENALTIES OF PERJURY, I HEREBY CERTIFY THAT I AM A LICENSED BROKER OR AGENT OF RHODE ISLAND THAT THE TAX IDENTIFICATION NUMBER PROVIDED ON THIS FORM IS TRUE AND COMPLETE AND THAT I AM UNABLE TO OBTAIN INSURANCE ELSEWHERE ON BEHALF OF THE APPLICANT.

\_\_\_\_\_  
SIGNATURE OF LICENSED BROKER OR AGENT      DATE

**RHODE ISLAND JOINT REINSURANCE ASSOCIATION  
INSPECTION NOTICE, CREDIT REPORTING NOTICE AND INSTRUCTIONS  
FOR COMPLETING COMMERCIAL LINES LEAD LIABILITY APPLICATION RIJRA CL1**

**INSPECTION NOTICE**

THE RIJRA CL1 (07/2004) APPLICATION IS SUBMITTED WITH THE UNDERSTANDING THAT AN INSPECTION MAY BE MADE ON THIS PROPERTY. SAID INSPECTION IS TO BE CONDUCTED FOR THE SOLE PURPOSE OF DETERMINING THE INSURABILITY OF THE PROPERTY WITH THE RHODE ISLAND JOINT REINSURANCE ASSOCIATION. I/WE UNDERSTAND THAT THIS APPLICATION IN NO WAY BINDS ANY COMPANY TO AFFORD INSURANCE ON THE DESCRIBED PROPERTY. INSPECTIONS MADE UNDER THIS PROGRAM AND ANY REPORT OF THE INSPECTIONS ARE FOR UNDERWRITING PURPOSES. REGARDLESS OF WHETHER A POLICY IS ISSUED, THE RHODE ISLAND JOINT REINSURANCE ASSOCIATION, THEIR MEMBER COMPANIES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, ANY OTHER INSPECTION SERVICE, OR ANY COMPANY REPRESENTED BY ANY OF THE FOREGOING AND ANY AGENT OR EMPLOYEE OF THE FOREGOING, WILL NOT BE LIABLE FOR ANY INJURY OR DAMAGE CLAIMED TO ARISE FROM THE INSPECTION OR FAILURE TO INSPECT, THE INSPECTION REPORT OF THE PHYSICAL CONDITION OF THE PREMISES, OMISSIONS FROM SUCH INSPECTIONS OR REPORTS, OR FROM COMPLIANCE OR NONCOMPLIANCE BY THE PROPERTY OWNER OR OTHERS WITH THE RECOMMENDATIONS, IF ANY, CONTAINED IN THE SAID INSPECTION REPORT. NOTHING CONTAINED IN OR OMITTED FROM SAID INSPECTION REPORT SHALL BE CONSTRUED TO INFER OR IMPLY THAT THE HAZARDOUS PHYSICAL CONDITIONS, IF ANY, SO NOTED OR OMITTED, CONSTITUTE ALL SUCH CONDITIONS EXISTING ON THE PROPERTY AT THE TIME OF SAID INSPECTION. PERMISSION IS GRANTED TO SUBMIT COPIES OF ANY INSPECTION OR ACTION REPORTS TO THE STATE INSURANCE DEPARTMENT, THE RHODE ISLAND JOINT REINSURANCE ASSOCIATION, ANY COMPANY REPRESENTED BY ANY OF THE FOREGOING, AND MY (OUR) AGENT OR REPRESENTATIVE.

IF APPLICANT IS A PARTNERSHIP, COMPANY OR CORPORATION, THIS APPLICATION SHALL BE SIGNED ON THE RIJRA DL1 BY AN OFFICIAL OF THE FIRM, PRINTING NAME AND TITLE BELOW THE SIGNATURE. IF APPLICANT IS AN INDIVIDUAL SEEKING INSURANCE FOR PERSONAL PURPOSES, THE FOLLOWING PARAGRAPH APPLIES:

**CREDIT REPORTING NOTICE**

THIS ASSOCIATION, PURSUANT TO THE FAIR CREDIT REPORTING ACT, 15 U.S.C.S. SECTION 1681 ET SEQ., MAY DECIDE TO OBTAIN A CONSUMER REPORT AND/OR AN INVESTIGATIVE CONSUMER REPORT FROM A CREDIT REPORTING AGENCY OR AGENCIES IN CONNECTION WITH THE UNDERWRITING OF INSURANCE FOR YOUR PROPERTY. ANY SUCH ACTION BY THIS ASSOCIATION WILL BE TAKEN IN COMPLIANCE WITH THE PROCEDURES SET FORTH IN THE FAIR CREDIT REPORTING ACT.

**INSTRUCTIONS**

1. PLEASE TYPE OR PRINT CLEARLY WHEN COMPLETING THIS APPLICATION.
2. APPLICANTS AND PRODUCER MUST SIGN AND DATE THE APPLICATION.
3. INCOMPLETE, ILLEGIBLE OR UNSIGNED APPLICATIONS WILL BE REJECTED.
4. INDICATE N/A IF AN ITEM ON THE APPLICATION IS NOT APPLICABLE.
5. A COMPLETED LETTER OF INTENT MUST BE SUBMITTED WITH THIS APPLICATION IF THE PROPERTY IS IN PROCESS OF REHABILITATION OR RENOVATIONS.

**APPLYING FOR COMMERCIAL LINES LEAD LIABILITY COVERAGE**

COMPLETE APPLICATION CL1 AND SUBMIT IN ACCORDANCE WITH INSTRUCTIONS UNDER THE IMMEDIATE COVERAGE PROCEDURE.

**IMMEDIATE COVERAGE**

**APPLICATION BY MAIL OR HAND**

MAIL OR SUBMIT TO THE OFFICE OF THE ASSOCIATION A COMPLETED AND SIGNED APPLICATION WITH PAYMENT OF TENTATIVE PREMIUM. THE ASSOCIATION, UPON RECEIPT OF THE APPLICATION, WILL DETERMINE THE INITIAL ACCEPTABILITY OF THE RISK AND, IF APPROVED, WILL ISSUE A PROOF OF INSURANCE OR POLICY DECLARATION. COVERAGE WILL BE EFFECTIVE AT 12:01 A.M. STANDARD TIME ON THE DATE THE APPLICATION IS RECEIVED BY THE ASSOCIATION. IF DESIRED, A LATER DATE MAY BE REQUESTED IN ITEM 9. IF THE APPLICATION IS REJECTED AN APPLICATION RETURN NOTICE GIVING THE REASONS FOR REJECTION WILL BE ISSUED.

**APPLICATION VIA FAX**

FAX TO THE ASSOCIATION A COMPLETED AND SIGNED APPLICATION, AS WELL AS ALL APPLICABLE DOCUMENTS. THE ASSOCIATION'S TOLL FREE FAX NUMBER FOR IMMEDIATE COVERAGE ONLY IS: 1-800-699-2985.

THE ASSOCIATION UPON RECEIPT OF THE APPLICATION, WILL DETERMINE THE INITIAL ACCEPTABILITY OF THE RISK AND, IF APPROVED, WILL ISSUE VIA FAX A PROOF OF INSURANCE FORM AS EVIDENCE OF INSURANCE. THE PROOF OF INSURANCE FORM WILL INCLUDE THE POLICY NUMBER ASSIGNED BY THE ASSOCIATION, THE COVERAGE EFFECTIVE DATE, THE ANNUAL TENTATIVE PREMIUM DUE, AND THE PROOF OF INSURANCE ISSUE DATE. IF THE APPLICATION IS REJECTED AN APPLICATION RETURN NOTICE GIVING THE REASONS FOR REJECTION WILL BE ISSUED VIA FAX.

COVERAGE WILL BE EFFECTIVE AT 12:01 A.M. STANDARD TIME ON THE DATE THE FAXED APPLICATION IS RECEIVED BY THE ASSOCIATION, UNLESS A LATER DATE IS REQUESTED ON THE APPLICATION.

UPON RECEIPT OF THE PROOF OF INSURANCE FORM YOU MUST MAIL TO THE ASSOCIATION ONE COPY OF THE PROOF OF INSURANCE FORM WITH A PREMIUM PAYMENT CHECK INDICATING THE POLICY NUMBER TO WHICH THE PAYMENT APPLIES.

IF A COPY OF THE PROOF OF INSURANCE FORM AND THE PAYMENT OF THE TENTATIVE PREMIUM ARE NOT RECEIVED IN THE OFFICES OF THE ASSOCIATION WITHIN 10 DAYS OF THE PROOF OF INSURANCE ISSUE DATE, THE ASSOCIATION WILL ISSUE A NOTICE OF CANCELLATION.

**PAYMENT OF PREMIUM**

PAYMENT OF PREMIUM MAY BE MADE IN PERSON OR BY MAIL, BY CHECK, MONEY ORDER, OR CASH. DO NOT MAIL CASH. ALL PAYMENTS MUST BE IMMEDIATELY NEGOTIABLE.

**LICENSED AGENTS AND BROKERS MUST PAY ALL PREMIUMS IN FULL. DO NOT DEDUCT YOUR COMMISSION.**

IF INSTALLMENT PAYMENT PROGRAM IS CHOSEN, A MINIMUM OF 25% OF THE TOTAL TENTATIVE PREMIUM MUST ACCOMPANY THIS APPLICATION WITH THE REMAINING THREE INSTALLMENTS DUE IN 60, 120 AND 180 DAYS FROM THE INCEPTION OF THE POLICY. IF PAYMENT IS NOT RECEIVED BY THE DUE DATE ON THE INSTALLMENT BILL, THE POLICY WILL BE CANCELLED.

PAYMENTS MUST BE MADE TO THE ORDER OF: **RHODE ISLAND JOINT REINSURANCE ASSOCIATION**

**NEW BUSINESS - NON-IMMEDIATE COVERAGE**

MAIL OR SUBMIT TO THE OFFICE OF THE ASSOCIATION A COMPLETED AND SIGNED APPLICATION. DO NOT MAKE PAYMENT WITH THE APPLICATION. IF THE PROPERTY IS FOUND INSURABLE, THE ASSOCIATION WILL ISSUE A NOTICE OF OFFER/PREMIUM INVOICE INDICATING THE PREMIUM DUE. COVERAGE BECOMES EFFECTIVE THE DAY THE PAYMENT OF PREMIUM IS RECEIVED IN THE OFFICE OF THE ASSOCIATION OR A LATER DATE IF REQUESTED. IF THE PROPERTY IS FOUND UNINSURABLE, THE ASSOCIATION WILL ISSUE A SUBSTANDARD CONDITION NOTICE.