



# **RHODE ISLAND JOINT REINSURANCE ASSOCIATION**

---

**Underwriting Division  
Two Center Plaza  
Boston, Massachusetts 02108-1904  
(800) 851-8978**

October 7, 2005

To: All Rhode Island Producers

**HOMEOWNERS LEAD POISONING EXCLUSION AND  
COVERAGE FORMS, RULES AND RATES  
EFFECTIVE NOVEMBER 1, 2005 RIJRA NEW BUSINESS POLICIES  
EFFECTIVE NOVEMBER 1, 2005 RIJRA STAND-ALONE LEAD LIABILITY POLICY  
EFFECTIVE NOVEMBER 15, 2005 RIJRA RENEWAL POLICIES**

---

In response to Insurance Regulation 101 – Insurance Coverage for Lead Poisoning and 2002 Rhode Island Public Laws Chapter 188 (Lead Act), the Insurance Services Office and the Rhode Island Joint Reinsurance Association (RIJRA) have filed and the Division of Insurance has approved rates, rules and forms revisions to Homeowners Policy Program.

For new Homeowners policies with an inception date of November 1, 2005 or later and renewal Homeowners policies, with an inception date of November 15, 2005 or later, RIJRA will attach the new Lead Poisoning Exclusion Endorsement (HO 24 11) 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. A copy of the (HO 24 11) Lead Poisoning Exclusion-Rhode Island endorsement is enclosed. This exclusion applies to all pre 1978 residential properties that do not comply with the Lead Act.

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. Please be aware, however, that if the property becomes non-compliant (e.g., your certificate expires or becomes invalid) during the policy period, coverage for lead liability will cease as of the date of non-compliance.

An RIJRA Homeowners policyholder, whose property is non-compliant may purchase lead liability coverage by requesting the Lead Liability Provisions Endorsement (HO 24 66). A copy of this endorsement has been enclosed.

Effective November 1, 2005, 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. A copy of (ML 00 01) Lead Liability Policy-Rhode Island is enclosed.

*Did you check your smoke detectors today!*

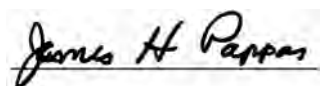
Enclosed ISO manual pages HO-E-2 and HO-E-3 introduce the new Lead Poisoning Exclusion Rule A5, which explains the application of the Lead Poisoning Exclusion and provides premium development rates for compliant properties. Also enclosed are RIJRA exception pages RIJRA-HO-EXC-2 and RIJRA-HO-EXC-3, which provide rules pertaining to Lead Liability Coverage Description, Limit of Liability and Premium Development when lead coverage is to be requested as an endorsement to a Homeowners policy or as a Stand-Alone policy.

Notification regulations set forth by the Rhode Island Division of Insurance require that, for new and renewal business an applicant must be informed of the exclusionary endorsement along with the availability of lead liability coverage with RIJRA if the lead poisoning exclusion applies. Therefore all producers must, where the exclusion applies, inform the insured or the applicant of the exclusion, the option to buy back the excluded coverage and the conditions and premium charges pertaining thereto at the time of completing the Association's applications. For the purpose of distributing this information, you may reproduce the "Lead Poisoning Exclusion and Coverage Option" Notice enclosed for any new business effective on or after November 1, 2005 and any renewal business, effective after October 31, 2006. For all policies renewed between November 15, 2005 and November 14, 2006, renewal notices will be accompanied by the enclosed Notice to Policyholders of Reduction of Lead Liability Coverage.

Finally, enclosed is RIJRA's Application for Personal Lead Liability Insurance Inspection and Placement, RIJRA PL1 (2005/11) and Inspection Notice, Credit Reporting Notice and Instructions for Completing Personal Lead Liability Insurance Inspection and Placement, RIJRA PL2 (2005/11). **A completed and signed Application for Personal Lead Liability Insurance Inspection and Placement, RIJRA PL1 (2005/11) must accompany all requests for Lead Liability coverage whether the requests are made by endorsement attached to a New Business Homeowners application or to an existing RIJRA Homeowners Policy with an effective date of November 1, 2005 or later, or as made under a Stand-Alone policy.**

Following your review of this letter and the attached materials, if you have any questions, please contact our Customer Service or Underwriting Departments.

Very Truly Yours,

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

James H. Pappas  
Vice President-Underwriting

Enclosures

JHP:ed

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEAD POISONING EXCLUSION - RHODE ISLAND**

**SECTION II - EXCLUSIONS**

**F. Coverage E - Personal Liability**

The following exclusion is added:

- 7.** "Bodily injury" arising out of lead poisoning in or on any of the following:
  - a.** A one to four family residential building, including common areas used in connection with such building, built before 1978, provided that the building is owned by an "insured";
  - b.** A residential unit, including common areas used in connection with such unit, in any condominium or cooperative residential building built before 1978, provided that such unit is owned by an "insured";
  - c.** Any other structure owned by an "insured" which is at the same location as any residential building described in **7.a.** or **7.b.** above, or
  - d.** Appliances, furnishings, and fixtures, other than plumbing fixtures, owned by an "insured" contained in or on a residential building or other structure described in **7.a.**, **7.b.** or **7.c.** above.

(This is Exclusion **10.** in Endorsement **HO 24 73.**)

However, this exclusion does not apply to "bodily injury" which:

- 1.** Arises out of lead poisoning; and

- 2.** Occurs:

- a.** On or after November 1, 2005;
- b.** At an "insured location"; and
- c.** In or on a building, unit or structure described in **7.a.**, **7.b.** or **7.c.** during the period the Prima Facie Evidence of Compliance is in effect with respect to that "insured location";

If:

- 1.** The lead poisoning occurred during the period when the Prima Facie Evidence of Compliance was in effect; and
- 2.** Prima Facie Evidence of Compliance can be shown with respect to "the insured location". The following are the types of Prima Facie Evidences of Compliance:
  - a.** A certificate of compliance of an independent clearance inspection and affidavit of visual inspection required to maintain the validity of the independent clearance inspection;
  - b.** Proof of clearance exam showing that lead hazards are mitigated; or
  - c.** Proof of abatement.

You agree to let us or our agent know, as soon as practicable, when you receive a Prima Facie Evidence of Compliance and provide us with a copy of such certificate or proof upon our request.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LEAD LIABILITY PROVISIONS ENDORSEMENT - RHODE ISLAND**

### **SECTION II – EXCLUSIONS**

The following exclusion is added:

This coverage does not apply to any "bodily injury" arising out of lead poisoning that occurred prior to November 1, 2005.

### **SECTION II – CONDITIONS**

The following condition is added:

#### **Duty After Violation**

If a notice of violation is issued with respect to the remediation of the hazards of lead at the "insured location", the "named insured" shall:

- a. Promptly forward a copy of the notice to us; and
- b. Keep us advised and notified as to the status of the remediation.

### **SECTION I AND II – CONDITIONS**

The following is added to the Cancellation condition:

#### **Cancellation**

When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if:

- a. Any notice of violation is issued to the "named insured" with respect to the remediation of the hazards of lead; and
- b. The "named insured" has not provided a copy of Prima Facie Evidence of Compliance within 90 days of the issuance of the notice.

All other provisions of this policy apply.

## LEAD LIABILITY POLICY – RHODE ISLAND

### AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

### DEFINITIONS

- A.** In this policy, "you" and "your" refer to the "named Insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Bodily injury" means bodily harm, sickness or disease arising out of lead poisoning, including required care, loss of services and death that results.
  - 2.** "Business" means:
    - a.** a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4)** The rendering of home day care services to a relative of an "insured".
  - 3.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1)** Your relatives; or
      - (2)** Other persons under the age of 21 and in the care of any person named above.

- b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

- (1)** 24 and your relative; or
- (2)** 21 and in your care or the care of a person described in **a.(1)** above; or

When the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**4.** "Insured location" means:

- a.** The premises shown in the Declarations which:

- (1)** Was built before 1978;
- (2)** Is owned, in whole or in part, by an "insured"; and
- (3)** Is rented or held for rental, in whole or in part, to others.

- b.** Any other structure owned by an "insured" which is at the same location as the property described in **4.a.** above.

- c.** Any common areas at the same location as the property described in **4.a.** and **4.b.** above, except common areas used in connection with a condominium or cooperative residential unit or building.

- 5.** "Occurrence" means an accident, including continuous or repeated exposure to lead which results, during the policy period, in "bodily injury".

- 6.** "Residence premises" means the dwelling where you reside.

### LEAD LIABILITY COVERAGE

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" caused by an "occurrence" at the "insured location" shown in the Declarations to which this coverage applies, we will:

- 1.** Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

## EXCLUSIONS

Lead Liability Coverage does not apply to the following:

### A. Expected Or Intended Injury

"Bodily Injury" which is expected or intended by an "insured" even if the resulting "bodily injury":

1. Is of different kind, quality or degree than initially expected or intended; or
2. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

### B. "Business"

1. "Bodily injury" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

2. This Exclusion does not apply to:

- a. The rental or holding for rental of an "insured location";
  - (1) On an occasional basis if used only as a residence;
  - (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (3) In part, as an office, school, studio or private garage; and
- b. An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.

### C. Professional Services

"Bodily injury" arising out of the rendering of or failure to render professional services.

### D. "Insured's" Premises Not An "Insured Location"

"Bodily Injury" arising out of a premises that is not an "insured location".

- E. "Bodily Injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

1. Workers' Compensation law;
2. Non-occupational disability law; or
3. Occupational disease law.

- F. "Bodily Injury" to you or an "insured" as defined under this policy.

This exclusion also applies to any claim made or suit brought against you or an "insured":

1. To repay; or
2. Share damages with;

Another person who may be obligated to pay damages because of "bodily injury" to an "insured".

- G. Any of the "bodily injury" which occurred prior to November 1, 2005.

### H. Liability:

1. For any loss assessment charged against you as a member of an association, corporation or community or property owners, except as provided in **B. Loss Assessment Under Additional Coverages**.
2. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
  - a. That directly relate to the ownership, maintenance or use of an "insured location"; or
  - b. Where the liability of others is assumed by you prior to an "occurrence";

Unless excluded in the first paragraph above or elsewhere in this policy.

## ADDITIONAL COVERAGES

We also cover the following in addition to the limits of liability:

### A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability. We do not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and

4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

## **B. Loss Assessment**

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner of the "insured location", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
  - a. "Bodily injury" not excluded from coverage under Exclusions; or
  - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee for "bodily injury", provided such person:
    - (1) Is elected by the members of a corporation or association of property owners; and
    - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph **G.** under Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of one accident, including continuous or repeated exposure to lead.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

## **CONDITIONS**

### **A. Limit of Liability**

Our total liability for all damages resulting from any one "occurrence" will not be more than the limit of liability as shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" resulting from any one accident or from continuous or repeated exposure to lead shall be considered to be the result of one "occurrence."

### **B. Severability of Insurance**

This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."

## **C. Duties After Occurrence**

In case of an "occurrence," you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the "named insured" shown on the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence;" and
  - c. Names and addresses of any claimants and witnesses;
2. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence;"
3. Cooperate with us in the investigation, settlement or defense of any claim or suit;
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
  - c. With the conduct of suits and attend hearings and trials;
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. No "insured" shall, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense to others at the time of the "bodily injury."

## **D. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
2. No one will have the right to join us as a party to any action against an "insured".
3. No action with respect to the coverage provided under this policy can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

## **E. Bankruptcy of an Insured**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

## **F. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

## **G. Policy Period**

This policy applies only to "bodily injury" which occurs during the policy period.

## **H. Subrogation**

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

## **I. Concealment or Fraud**

We do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

## **J. Liberalization Clause**

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in Rhode Island, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of our policy; or
2. An Amendatory Endorsement.

## **K. Waiver or Change of Policy Provisions**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an examination will not waive any of our rights.

## **L. Assignment**

Assignment of this policy will not be valid unless we give our written consent.

## **M. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;

2. "Insured" includes:

- a. Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises;" and
- b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

## **N. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us or our agent who issued the policy know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your last address known to us by first class mail. If notice is mailed, we will maintain proof of mailing of the notice to you by United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

Such notice will also be delivered or mailed to any mortgagee, or any person other than the named insured, named in the policy, at the last address known by us. If mailed, the notice will be sent by first class mail. If notice is mailed, we will maintain proof of mailing of the notice by United States Postal Service certificate of mailing.

This proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

The following sentence, including subparagraphs (1) through (5) below, also apply to **N.2.c.** and **N.2.d.**

However, if any one of the following conditions exist at any building that is covered in this policy, we may cancel this policy by letting you know at least 5 days before the date cancellation takes effect.



- (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
  - (a) Seasonal unoccupancy; or
  - (b) Buildings in the course of construction, renovation or addition.  
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
- (2) After damage by a covered peril, permanent repairs to the building;
  - (a) Have not started; and
  - (b) Have not been contracted for; within 60 days of payment of loss.
- (3) The building has:
  - (a) An outstanding order to vacate;
  - (b) An outstanding demolition order; or
  - (c) Been declared unsafe by governmental authority.
- (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to removal that is necessary or incidental to any renovation or remodeling.
- (5) Failure to:
  - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
  - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with taxing authority regarding payment of such taxes.
- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
  - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
  - (2) If the risk has changed substantially since the policy was issued.
  - (3) If:
    - (a) Any notice of violation is issued to the "named insured" with respect to the remediation of the hazards of lead; and
    - (b) The "named insured" has not provided a copy of Prima Facie Evidence of Compliance within 90 days of the issuance of the notice.  
This can be done by letting you know at least 30 days before the date cancellation takes effect.
  - d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- 3. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### **O. Nonrenewal**

We may elect not to renew this policy. We may do so by delivering to you or mailing to you by first class mail, at your last address known to us, written notice at least 30 days before the expiration date of this policy. If notice is mailed, we will maintain proof of mailing of the notice to you by United States Postal Service certificate of mailing. This receipt will be sufficient proof of notice.

Such notice will also be delivered or mailed to any mortgagee, or any person other than the named insured, named in the policy, at the last address known to us. If mailed, the notice will be sent by first class mail. If notice is mailed, we will maintain proof of mailing of the notice by United States Postal Service certificate of mailing.

This proof of mailing will be sufficient proof of notice.

**P. 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.

**Q. Duty After Violation**

If a notice of violation is issued with respect to the remediation of the hazards of lead at the "insured location", the "named insured" shall:

1. Promptly forward a copy of the notice to us;  
and
2. Keep us advised and notified as to the status of the remediation.

**RHODE ISLAND JOINT REINSURANCE ASSOCIATION (RIJRA)**

**HOMEOWNERS 2000 PROGRAM**

**MANUAL PAGES**

**EFFECTIVE 11 - 01 - 2005**

**PAGE CHECKLIST FOR RHODE ISLAND STATE PAGES TO BE USED IN CONJUNCTION  
WITH MULTISTATE RULES OF HOMEOWNERS 2000 PROGRAM DISTRIBUTED BY ISO  
WITH MULTISTATE NOTICE HO-MU-2000-RU-001.**

**REVISED STATE PAGE NUMBERS ARE UNDERLINED.**

**EXCEPTION PAGES**

<u>HO-E-1, HO-E-2</u>	<u>5h Edition 7- 04</u>	<u>Effective 11 - 01 - 2005</u>
<u>HO-E-3</u>	<u>4th Edition 7- 04</u>	<u>Effective 11 - 01 - 2005</u>
<u>HO-E-4</u>	<u>2nd Edition 7- 04</u>	<u>Effective 11 - 01 - 2005</u>
<u>HO-E-5</u>	<u>1st Edition 7- 04</u>	<u>Effective 11 - 01 - 2005</u>

**RIJRA EXCEPTION PAGE**

RIJRA-HO-EXC-1	Effective 07 - 15 - 2003
<u>RIJRA-HO-EXC-2</u>	<u>Effective 11 - 01 - 2005</u>
<u>RIJRA-HO-EXC-3</u>	<u>Effective 11 - 01 - 2005</u>

**TERRITORY PAGES**

HO-T-1	1st Edition 10-01	Effective 12 - 31 - 2001
--------	-------------------	--------------------------

**RIJRA BASE CLASS PREMIUM PAGE**

HO-B-1	Effective 09 - 01 - 2004
--------	--------------------------

**CLASSIFICATION PAGES**

HO-C-1 thru HO-C-3	2nd Edition 12-02	Effective 07 - 15 - 2003
--------------------	-------------------	--------------------------

**RIJRA RATE PAGES**

HO-R-1 thru HO-R-5	Effective 12 - 31 - 2001
HO-R-6	Effective 09 - 01 - 2004
HO-R-7, HO-R-8	Effective 12 - 31 - 2001
HO-R-9	Effective 09 - 01 - 2004
HO-R-10	Effective 12 - 31 - 2001
HO-R-11 thru HO-R-13	Effective 09 - 01 - 2004
HO-R-14	Effective 12 - 31 - 2001
HO-R-15	Effective 07 - 15 - 2003

**RIJRA RATING EXAMPLES SECTION**

Premium Computation Worksheet  
Examples 1 - 7  
Examples 8 - 10 (Lead Liability)

<b>ISO's MULTISTATE NOTICE HO - MU - 2000 - RU - 001 DISPLAYS THE LATEST PAGE INFORMATION FOR MULTISTATE RULES PAGES TO BE USED.</b>
--

ADDITIONAL RULE(S)

---

**RULE A1.  
SPECIAL STATE REQUIREMENTS**

---

**A. Special Provisions Endorsement HO 01 38**

Use this endorsement with all Homeowners policies.

**B. No Coverage For Home Day Care Business  
HO 04 96**

This endorsement details the exclusions and restrictions of the policy with respect to a home day care exposure. Use this endorsement with all Homeowners policies.

**C. Lead Poisoning Exclusion Endorsement  
HO 24 11**

1. Use Lead Poisoning Exclusion Endorsement **HO 24 11** with all policies that insure one or more locations with buildings built before 1978 which contain one or more residential units rented or held for rental to others.
2. Premium surcharges apply to policies with Lead Poisoning Exclusion Endorsement **HO 24 11**.
3. Refer to Additional Rule **A5. Lead Poisoning Exclusion** for details.

---

**RULE A2.  
COMMUNITY MITIGATION CLASSIFICATION MANUAL**

---

With the renaming of the Public Protection Classification (PPC) Manual all references to the PPC Manual shall be understood to be references to the Community Mitigation Classification Manual.

---

**RULE A3.  
IDENTITY FRAUD EXPENSE COVERAGE**

---

**A. Coverage Description**

When the optional Identity Fraud Expense Coverage endorsement is attached to the policy, \$15,000 of coverage is available to pay for expenses incurred by an insured as a direct result of any one identity fraud first discovered or learned of during the policy period. Such expenses include the costs for notarizing fraud affidavits or similar documents; certified mail sent to law enforcement, financial institutions and credit agencies; lost income resulting from time taken off work to meet with or talk to law enforcement or credit agencies; loan application fees for re-applying for a loan when the application is rejected solely because the lender received incorrect credit information; and reasonable attorney's fees incurred to defend lawsuits brought against the insured and to remove criminal or civil judgments.

**B. Limits Of Liability**

Up to \$15,000 coverage will be provided for the identity fraud of an insured discovered or first learned of during the policy period.

**C. Premium Computation**

Refer to state company rates for additional charge.

**D. Endorsements**

1. Use Identity Fraud Expense Coverage Endorsement **HO 04 55**.
2. This endorsement provides complete details on coverages, definitions and additional policy conditions applicable to this coverage.

---

**RULE A4.  
LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA  
COVERAGE**

---

**A. Coverage Description**

**1. Basic Limits**

When the optional Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage Endorsement is attached to the policy, limited amounts of insurance are automatically provided as follows:

**a. Section I – Fungi, Wet Or Dry Rot, Or Bacteria**

\$10,000 to pay for loss to covered real or personal property, owned by an insured, that is damaged by fungi or wet or dry rot, or bacteria on the "residence premises" as defined in the coverage endorsements.

This Coverage applies only for the policy period in which the loss or costs occur.

**b. Section II – Fungi, Wet Or Dry Rot, Or Bacteria**

\$50,000 to pay for damages because of bodily injury or property damage involving the inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, wet or dry rot, or bacteria.

**B. Increased Limits**

**1. Section I – Fungi, Wet Or Dry Rot, Or Bacteria**

- a. Limits may be increased to \$25,000 or \$50,000. The limit selected is entered on the coverage endorsements or the policy declarations.

- b. Refer to Paragraph D. Premium Computation, for premium computation instructions.



**RULE A4.  
LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA  
COVERAGE (Cont'd)****2. Section II – Fungi, Wet Or Dry Rot, Or Bacteria**

- a. Limits may be increased to \$100,000. The limit selected is entered on the coverage endorsements or the policy declarations.
- b. Refer to Paragraph D. Premium Computation, for premium computation instructions.

**C. Application Of Limits Of Liability**

- 1. For Property Coverage, the \$10,000 or the limit selected is the most coverage that will be provided during the policy period regardless of the number of locations insured for Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage or the number of claims made during the policy period.
- 2. For Liability Coverage, \$50,000 or the limit selected is an aggregate limit and is the most coverage that will be provided during the policy period regardless of the number of persons injured, the number of persons whose property is damaged, the number of insureds, the number of locations insured under this policy or the number of bodily injury or property damage claims made.

**D. Premium Computation****1. Basic Limits**

There is no premium adjustment.

**2. Increased Limits**

Refer to state company rates for an additional charge.

**E. Endorsements**

- 1. Use Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage Endorsement:
  - a. HO 04 26 – For use with all Forms except HO 00 03 and HO 00 05.
  - b. HO 04 27 – For use with Forms HO 00 03 and HO 00 05.
  - c. HO 04 28 – For Form use with Forms HO 00 04 with HO 05 24 and Form HO 00 06 with HO 17 31 or HO 17 32.
- 2. These endorsements provide complete details on coverages, limitations, definitions and additional policy conditions applicable to this coverage. Enter the applicable Section I – Property Coverage Limit Of Liability for the Additional Coverage Fungi, Wet Or Dry Rot, Or Bacteria and the Section II – Coverage E Aggregate Sublimit Of Liability For Fungi, Wet Or Dry Rot, Or Bacteria.

**RULE A5.  
LEAD POISONING EXCLUSION****A. Exclusion**

- 1. Coverage may be excluded for bodily injury arising out of lead poisoning in any of the following:
  - a. A one to four family residential building built before 1978 that contains one or more residential units rented or held for rental to others.
  - b. A residential unit in any condominium or cooperative residential building built before 1978 that is rented or held for rental to others.

Use Lead Poisoning Exclusion Endorsement HO 24 11.

- 2. The exclusion applies to a one to four family residential building, or a condominium or cooperative unit, **built before 1978**, without proof of Prima Facie Evidence Of Compliance for all such pre-1978 properties.
- 3. The exclusion does not apply to:
  - a. A one family dwelling or a condominium or cooperative unit owned and occupied by an insured.
  - b. A one to four family residential building built before 1978, or a condominium or cooperative unit rented or held for rental to others, for which Prima Facie Evidence of Compliance is in effect.
- 4. The exclusion ceases to apply for property for which Prima Facie Evidence of Compliance has been obtained during the policy period, on and after the date such evidence of compliance is in force.
- 5. Refer to Paragraph C.1. of this rule for Premium Development.

**B. Notification Requirements**

- 1. The insured shall be provided with a Disclosure Notice when applying for insurance, or if a renewal, with each Renewal Policy delivered.
- 2. The Notice shall contain information on the following:
  - a. The lead poisoning exclusion that may apply; and
  - b. The insurer's responsibilities to assist the insured in placing lead liability coverage through the FAIR Plan if the lead poisoning exclusion applies.



**RULE A5.  
LEAD POISONING EXCLUSION (Cont'd)**

**C. Premium Development**

1. When Lead Poisoning Exclusion Endorsement **HO 24 11** is attached to the policy, premium factors apply based on locations which are rented or held for rental to others and the presence or absence of proof of Prima Facie Evidence Of Compliance. Determine the lead poisoning exclusion and coverage option factor using the table of Paragraph C.4. Multiply the Base Premium by the factor determined above to arrive at your new Base Premium.
2. If the primary location is a 2 or more family dwelling or a condominium or cooperative unit multiply the Base Premium plus any additional premium or Coverage E increased limits by the factors in Paragraph C.4. Premium Factors – Table.
3. For each additional location, multiply the Coverage E basic limits premium, or, if applicable, the increased limits premium, by the factors in Paragraph C.4. Premium Factors – Table.
4. The following premium factors apply:

Levels Of Lead Hazard Compliance	Factor
Lead Free	1.00
Lead Safe	1.01
Lead Mitigated:	
Independent Clearance Inspection	1.02
Visual Inspection	1.03

**Table A5. Premium Factors**

**PART I  
COVERAGE AND DEFINITION TYPE RULES**

**RULE 101.  
LIMITS OF LIABILITY AND COVERAGE  
RELATIONSHIPS**

Paragraph E. is deleted and replaced by the following:

**E. Form HO 00 08 – Modified Coverage Form**

**1. Section I**

The following are the only Section I options available with this form:

- a. \$100 Section I Deductible,
- b. Higher Option Deductibles,
- c. On and Off Premises Theft Coverage Increase,
- d. Reduced Coverage C Limits.

**2. Section II**

All options available for Form **HO 00 02** are available for Form **HO 00 08**.

Loss Settlement Condition Endorsement **HO 04 81** must be used with Form **HO 00 08**. It replaces the Repair Cost or Market Value Loss Settlement Provisions in **HO 00 08** with an Actual Cash Value Loss Settlement condition.

**PART IV  
ADJUSTED BASE PREMIUM COMPUTATION RULES**

**RULE 406.  
DEDUCTIBLES**

Paragraph B.3. is replaced by the following:

**B. Optional Deductibles**

**3. \$250 Theft Deductible**

All Forms except **HO 00 05** and **HO 00 04** with Special Personal Property Coverage Endorsement **HO 05 24** and **HO 00 06** with Unit-Owners Coverage C (Special Coverage) Endorsement **HO 17 31**.

- a. This option applies to Coverage C property and is available only when the \$100 deductible is selected.
- b. To compute the premium for both these deductibles, multiply the Base Premium by a factor of 1.08 for All Forms except **HO 00 04** & **06** or 1.05 for **HO 00 04** & **06**.

Paragraph C. is replaced by the following:

**C. Optional Higher Deductibles**

**1. All Perils Deductibles**

To compute the premium for this provision, multiply the Base Premium by the factors listed below:

All Forms Except HO 00 04 And HO 00 06			
Coverage A Limit	Deductible Amounts		
	\$500	\$1000	\$2500
Up to \$59,999	.91	.83	.75
\$60,000 to 99,999	.93	.85	.75
100,000 to 200,000	.95	.88	.75
200,001 and over	.95	.88	.85
HO 00 04			
Coverage C Limit	\$500	\$1000	\$2500
Up to \$25,000	.91	.77	.59
\$25,001 and over	.93	.84	.68
HO 00 06			
Coverage C Limit	\$500	\$1000	\$2500
Up to \$40,000	.90	.76	.56
\$40,001 and over	.92	.81	.63

**Table 406.C.1. All Perils Deductible Factors**



**RULE 408.  
ACTUAL CASH VALUE LOSS SETTLEMENT  
WINDSTORM OR HAIL LOSSES TO ROOF SURFACING**

This rule does not apply.

**RULE 410.  
BUILDING CODE EFFECTIVENESS GRADING**

Paragraph E.1.c. is deleted and replaced by the following:

**E. Premium Credit Computation****1. Community Grading****c. Credit Factors****(1) Windstorm Or Hail Factors****(a) Forms HO 00 02, HO 00 03,  
HO 00 05 And HO 00 08**

Grade	1	2	3	4	5	6	7	8	9	10	Ungraded
Territory											
30-33	.03	.03	.03	.02	.02	.02	.02	.01	.01	.00	.00
34	.09	.09	.09	.05	.05	.05	.05	.02	.02	.00	.00

Table 410.E.1.c.(1)(a) Windstorm Or Hail Factors

**(b) Form HO 00 04**

Grade	1	2	3	4	5	6	7	8	9	10	Ungraded
Territory											
30-33	.03	.03	.03	.02	.02	.02	.02	.01	.01	.00	.00
34	.04	.04	.04	.02	.02	.02	.02	.01	.01	.00	.00

Table 410.E.1.c.(1)(b) Windstorm Or Hail Factors

**(c) Form HO 00 06**

Grade	1	2	3	4	5	6	7	8	9	10	Ungraded
Territory											
30-33	.03	.03	.03	.02	.02	.02	.02	.01	.01	.00	.00
34	.04	.04	.05	.02	.02	.02	.02	.01	.01	.00	.00

Table 410.E.1.c.(1)(c) Windstorm Or Hail Factors

**(2) Earthquake Factors**

Grade	1	2	3	4	5	6	7	8	9	10	Ungraded
EQ Terr.											
1	.17	.17	.17	.10	.10	.10	.10	.03	.03	.00	.00

Table 410.E.1.c.(2) Earthquake Factors

**PART V**  
**SECTION I – PROPERTY – ADDITIONAL COVERAGES**  
**AND INCREASED LIMITS RULES**

**RULE 528.**  
**HOME BUSINESS INSURANCE COVERAGE**

Table D.2.a. is deleted and replaced by the following:

Gross Annual Receipts*	HO 00 02, 3, 5 & 8	HO 00 04	HO 00 06
Up to \$50,000	.12	.33	.36
\$50,001 to \$100,000	.16	.46	.50
100,001 to 175,000	.22	.62	.67
175,001 to 250,000	.29	.80	.88
*New business, use \$50,001 to \$100,000 classification.			

**Table 528.D.2.a. Factors**

**PART VI**  
**SECTION II – LIABILITY – ADDITIONAL COVERAGES**  
**AND INCREASED LIMITS RULES**

**RULE 613.**  
**OWNED SNOWMOBILE**

This rule does not apply.



## RIJRA EXCEPTION PAGE

## ADDITIONAL RULE

---

**Rule A4.  
LIMITED FUNGI, WET OR DRY ROT OR BACTERIA  
COVERAGE**

---

The following paragraph is added:

- F. Use appropriate Limited Fungi, Wet or Dry Rot or Bacteria Coverage Endorsement with all Homeowners policies. Increased limits as shown in Paragraph B. are available.

# **HOMEOWNERS POLICY PROGRAM MANUAL** **RIJRA EXCEPTION PAGES**

## **ADDITIONAL RULE**

### **LEAD LIABILITY COVERAGE RULE**

#### **A. Coverage Description**

1. Liability coverage for lead poisoning may be provided for the following:
  - a. A building built before 1978, with up to four residential units rented or held for rental to others, without Prima Facie Evidence of Compliance.
  - b. A condominium unit or cooperative unit within a building built before 1978, rented or held for rental to others, without Prima Facie Evidence of Compliance.
2. Coverage is provided for damages for which an insured is legally liable because of bodily injury at the insured location that arises out of lead poisoning.
3. The following residential rental properties shall be ineligible for Lead Liability Coverage:
  - a. Rooms rented in owner-occupied residences;
  - b. Temporary housing units;
  - c. Rooming or boarding houses; and
  - d. Hotels.
4. The following persons shall be ineligible for Lead Liability Coverage:
  - a. A residential rental property owner who owns only one property and has more than one unremediated dwelling unit at which a child was poisoned prior to November 1, 2005.
  - b. A residential rental property owner who owns more than one property and has more than two unremediated dwelling units at which a child was poisoned prior to November 1, 2005.
5. Lead Liability Coverage may also be provided as a separate stand-alone coverage for Compliant properties, e.g. surplus lines insurers, using **ML 00 01** Lead Liability Coverage - Rhode Island and the appropriate premium under Section **C.2**.

#### **B. Limit Of Liability**

1. The minimum limit of liability is \$100,000; the maximum is \$500,000.
2. The limit of liability may be increased or decreased during the policy term subject to the conditions of 1. above but may not exceed the limit of liability of any other liability policy covering the property.
3. When 2 or more locations are insured under the same policy for lead liability coverage, the lead liability limit shall be the **same** for **all** such locations.

#### **C. Premium Development**

1. Rate Per Insured Residence - Non Compliant Properties

Select the Lead Liability charge for the number of residential rental units at the insured location. The same charge applies regardless of whether Lead Liability Coverage is provided as a stand-alone coverage or as a coverage component within a Homeowners policy.

##### **Rate per Insured Residence - Number of Units:**

1 Family.....	\$250
2 Family.....	\$400
3 Family.....	\$600
4 Family.....	\$675

2. Rate Per Insured Residence - Compliant Properties (e.g. Surplus Lines Insurers)

When separate Stand-Alone Lead Liability Coverage (**ML 00 01**) is to be provided for a Compliant property, e.g. surplus lines insurers, select the Lead Liability charge for the number of residential rental units at the insured location.

##### **Rate per Insured Residence - Number of units:**

1 Family.....	\$25
2 Family.....	\$40
3 Family.....	\$60
4 Family.....	\$70

3. Increased Limits (Applicable to both Paragraphs **C.1.** and **C.2.** above)

For increased limits, apply the following factors to the basic limits premium:

<b>Limit of Liability</b>	<b>Factor</b>
<b>\$200,000</b>	<b>1.15</b>
<b>\$300,000</b>	<b>1.24</b>
<b>\$400,000</b>	<b>1.30</b>
<b>\$500,000</b>	<b>1.35</b>

##### **Increased Limits Table**

#### **D. Policy Form**

1. Use **ML 00 01** - Lead Liability Policy when liability coverage for lead poisoning is to be provided as a separate stand-alone coverage.
2. When liability coverage for lead poisoning is to be provided not as a separate stand-alone coverage but as a coverage component within a Homeowners policy, refer to the Lead Liability Provisions Endorsement rule.

**HOMEOWNERS POLICY PROGRAM MANUAL  
RIJRA EXCEPTION PAGES**

---

**LEAD LIABILITY PROVISIONS ENDORSEMENT RULE**

---

**A. Coverage Description**

1. This endorsement is to be attached to a Homeowners Policy to provide additional provisions when lead poisoning liability coverage is to be provided under the policy.
2. A Homeowners policy written under the Conditions of **1.** above should not have **HO 24 11** Lead Poisoning Exclusion attached to the policy.

**B. Endorsement**

Use **HO 24 66** - Lead Liability Provisions Endorsement with a Homeowners Policy for Non Compliant risks.

References in [ ] are to ISO/RIJRA manual pages

**RIJRA PREMIUM COMPUTATION WORKSHEET - HOMEOWNERS POLICY PROGRAM (2000 EDITION)**

Form : ( ) HO-2 (X) HO-3 ( ) HO-3w/15 ( ) HO-4 ( ) HO-6 Coverage A \$ **150,000**

Terr **30** Prot **02** Const **FRAME** Coverage C \$ \_\_\_\_\_

**I \*Base Premium**

HO - 3 / 4 / 6 Base Class Premium..... = **848** [HO-8, HO-B-1]

Factors

Form Factor (N/A if Form 4 or 6) x **1.00** = **848** (Round)

Protection - Construction Factor x **1.00** = **848** (Round)

(Key Premium)

Key Factor( For Cov A / C Amt ) x **1.293** = **1096** (Round)

(Base Premium) (1)

**II Adjusted Base Premium**

Apply Appropriate Premium Adjustment Factors In The Following Sequence (Round After Each Step)

Factors

( ) a) Superior Construction (All Forms) x \_\_\_\_\_ = \$ \_\_\_\_\_

(x) b) 3/4 Families (Form HO-2,3,8) [HO-C-1] x **1.20** = \$ **1315**

( ) c) Townhouse or Rowhouse (Form HO-2,3,8) x \_\_\_\_\_ = \$ \_\_\_\_\_

( ) d) Personal Property (Cov. C) Replacement Cost (HO 04 90) (All Forms) x \_\_\_\_\_ = \$ \_\_\_\_\_

( ) e) Premises Alarm or Fire Prot System (HO 04 16) x \_\_\_\_\_ = \$ \_\_\_\_\_

( ) f) Inflation Guard (HO 04 46) : Amt. of Annual Increase \_\_\_\_\_ % x \_\_\_\_\_ = \$ \_\_\_\_\_

( ) g) All Peril Deductible (Please Check)

( ) 100 ( ) 250 ( ) 100 with 250 Theft

( ) 500 ( ) 1000 ( ) 2500

x \_\_\_\_\_ = \$ \_\_\_\_\_

( ) i) Other (Please Specify) x \_\_\_\_\_ = \$ \_\_\_\_\_

**Adjusted Base Premium** = \$ **1,315**

(2)

**III Additional or Reduced Premiums - Optional Coverages**

**Section I Coverages - Property**

	Increase Limit By	Total Limit	Premium
( ) Increased Coverage C	\$ _____	\$ _____	\$ _____
( ) HO 04 65/66			

A. Jewelry etc.	\$ _____	\$ _____	\$ _____
-----------------	----------	----------	----------

C. Silverware	\$ _____	\$ _____	\$ _____
---------------	----------	----------	----------

Other (Please Specify) :			
--------------------------	--	--	--

	\$ _____	\$ _____	\$ _____
--	----------	----------	----------

( ) Other Section I Increased/Decreased Limits And Additional Coverages (Please Specify)			
---	--	--	--

	\$ _____	\$ _____	\$ _____
--	----------	----------	----------

	\$ _____	\$ _____	\$ _____
--	----------	----------	----------

**Section II Coverages - Liability & Medical Payments**

(x) Increased Coverage E Limit	\$ <b>500,000</b>	[HO-33, HO-R-11]	\$ <b>40</b>
--------------------------------	-------------------	------------------	--------------

( ) Increased Coverage F Limit	\$ _____		\$ _____
--------------------------------	----------	--	----------

( ) HO 24 70 Additional Residence			
-----------------------------------	--	--	--

Rented to Others. Section II only

# of Families \_\_\_\_\_ Location \_\_\_\_\_

\$ \_\_\_\_\_

(x) Other Section II Exposures (Please Specify)			
---	--	--	--

<b>HO 24 66 Lead Liability Coverage \$100,000</b>	[RIJRA-HO-EXC-2]	\$ <b>400</b>
---	------------------	---------------

\$ \_\_\_\_\_

**Total Additional or Reduced Premium** \$ **440**

(3)

**TOTAL PREMIUM DUE = (2) + (3) = \$ **1,755****

\* When Building Code Effectiveness Grading or Special Loss Settlement (HO 04 56) or Actual Cash Value Loss Settlement (HO 04 81) or Ordinance or Law Coverage (HO 04 77) apply, the Base Premium is developed in accordance with the rating rules that pertain to these options.

References in [ ] are to ISO/RIJRA manual pages

**RIJRA PREMIUM COMPUTATION WORKSHEET - HOMEOWNERS POLICY PROGRAM (2000 EDITION)**

Form : ( ) HO-2 (X) HO-3 ( ) HO-3w/15 ( ) HO-4 ( ) HO-4 ( ) HO-6 Coverage A \$ **100,000**

Terr **30** Prot **02** Const **MASONRY** Coverage C \$ \_\_\_\_\_

**I \*Base Premium**

HO - 3 / 4 / 6 Base Class Premium..... = **848** [HO-8, HO-B-1]

Factors

[HO-C-1]   
 Form Factor (N/A if Form 4 or 6) x **1.00** = **848** (Round)   
 Protection - Construction Factor x **.90** = **763** (Round)   
 Key Factor( For Cov A / C Amt ) x **1.00** = **763** (Round)   
 (Base Premium) (1)

**II Adjusted Base Premium**

Apply Appropriate Premium Adjustment Factors In The Following Sequence (Round After Each Step)

Factors

( ) a) Superior Construction (All Forms) x \_\_\_\_\_ = \$ \_\_\_\_\_   
 ( ) b) 3/4 Families (Form HO-2,3,8) x \_\_\_\_\_ = \$ \_\_\_\_\_   
 ( ) c) Townhouse or Rowhouse (Form HO-2,3,8) x \_\_\_\_\_ = \$ \_\_\_\_\_   
 ( ) d) Personal Property (Cov. C) Replacement Cost (HO 04 90) (All Forms) x \_\_\_\_\_ = \$ \_\_\_\_\_   
 ( ) e) Premises Alarm or Fire Prot System (HO 04 16) x \_\_\_\_\_ = \$ \_\_\_\_\_   
 ( ) f) Inflation Guard (HO 04 46) : Amt. of Annual Increase \_\_\_\_\_ % x \_\_\_\_\_ = \$ \_\_\_\_\_   
 ( ) g) All Peril Deductible (Please Check)   
     ( ) 100 ( ) 250 ( ) 100 with 250 Theft   
     ( ) 500 ( ) 1000 ( ) 2500 x \_\_\_\_\_ = \$ \_\_\_\_\_   
 ( ) h) Other (Please Specify) x \_\_\_\_\_ = \$ \_\_\_\_\_

**Adjusted Base Premium = \$ 763** (2)

**III Additional or Reduced Premiums - Optional Coverages**

**Section I Coverages - Property**

	Increase Limit By	Total Limit	Premium
( ) Increased Coverage C	\$ _____	\$ _____	\$ _____
( ) HO 04 65/66			
A. Jewelry etc.	\$ _____	\$ _____	\$ _____
C. Silverware	\$ _____	\$ _____	\$ _____
Other (Please Specify) :	\$ _____	\$ _____	\$ _____
( ) Other Section I Increased/Decreased Limits And Additional Coverages (Please Specify)	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____

(X) Increased Coverage E Limit **\$ 500,000** [HO-33, HO-R-11] **\$ 21**   
 ( ) Increased Coverage F Limit \$ \_\_\_\_\_   
 ( ) HO 24 70 Additional Residence   
     Rented to Others. Section II only   
     # of Families \_\_\_\_\_ Location \_\_\_\_\_   
     \$ \_\_\_\_\_

(X) Other Section II Exposures (Please Specify) [RIJRA-HO-EXC-2]   
**HO 24 66 Lead Liability Coverage \$500,000** **\$250 x 1.35 =** **\$ 338**   
 \$ \_\_\_\_\_

**Total Additional or Reduced Premium \$ 359**

**TOTAL PREMIUM DUE = (2) + (3) = \$ 1,122**

\* When Building Code Effectiveness Grading or Special Loss Settlement (HO 04 56) or Actual Cash Value Loss Settlement (HO 04 81) or Ordinance or Law Coverage (HO 04 77) apply, the Base Premium is developed in accordance with the rating rules that pertain to these options.

SPECIFICATIONS: FORM HO-3. 3 FAMILY FRAME DWELLING , BUILT IN 1930, TERR 30, PROT 2,  
 COVERAGE A =\$100,000, COVERAGE E =\$500,000, \$250 DEDUCTIBLE,  
 COMPLIANT PROPERTY - LEAD MITIGATED VISUAL INSPECTION

EXAMPLE 10  
 11/01/2005

References in [ ] are to ISO/RJRA manual pages.

**RJRA PREMIUM COMPUTATION WORKSHEET - HOMEOWNERS POLICY PROGRAM (2000 EDITION)**

Form : ( ) HO-2 (X) HO-3 ( ) HO-3w/15 ( ) HO-8 ( ) HO-4 ( ) HO-6 Coverage A \$ 100,000

Terr 30 Prot 2 Const FRAME Coverage C \$ \_\_\_\_\_

**\*Base Premium**

HO - 3 / 4 / 6 Base Class Premium..... = **848** [HO-8, HO-B-1]

Factors

Form Factor (N/A if Form 4 or 6) x **1.00** = **848** (Round)

[HO-C-1] Protection - Construction Factor x **1.00** = **848** (Round)

Key Factor( For Cov A / C Amt ) x **1.00** = **848** (Round)  
 (Base Premium) (1)

**II Adjusted Base Premium**

Apply Appropriate Premium Adjustment Factors In The Following Sequence (Round After Each Step)

Factors

( ) a) Superior Construction (All Forms)	x		= \$	
(X) b) 3/4 Families (Form HO-2,3,8) [HO-C-1]	x	<b>1.20</b>	= \$	<b>1018</b>
( ) c) Townhouse or Rowhouse (Form HO-2,3,8)	x		= \$	
( ) d) Personal Property (Cov. C) Replacement Cost (HO 04 90) (All Forms)	x		= \$	
( ) e) Premises Alarm or Fire Prot System (HO 04 16)	x		= \$	
( ) f) Inflation Guard (HO 04 46) : Amt. of Annual Increase _____ %	x		= \$	
( ) g) All Peril Deductible (Please Check)				
( ) 100 ( ) 250 ( ) 100 with 250 Theft				
( ) 500 ( ) 1000 ( ) 2500	x		= \$	
(X) h) Other (Please Specify) Lead Poisoning Factor for Compliant Property [HO-E-3]	x	<b>1.03</b>	= \$	<b>1049</b>

**Adjusted Base Premium** = \$ **1049**  
 (2)

**III Additional or Reduced Premiums - Optional Coverages**

**Section I Coverages - Property**

	Increase Limit By	Total Limit	Premium
( ) Increased Coverage C	\$ _____	\$ _____	\$ _____
( ) HO 04 65/66			
A. Jewelry etc.	\$ _____	\$ _____	\$ _____
C. Silverware	\$ _____	\$ _____	\$ _____
Other (Please Specify) :	\$ _____	\$ _____	\$ _____
( ) Other Section I Increased/Decreased Limits And Additional Coverages (Please Specify)	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____

[HO-33, HO-R-11, HO-E-5]

**Section II Coverages - Liability & Medical Payments**

(X) Increased Coverage E Limit	\$ 500,000	\$40 x 1.03 =	\$ <b>41</b>
( ) Increased Coverage F Limit	\$ _____		\$ _____
( ) HO 24 70 Additional Residence			
Rented to Others. Section II only			
# of Families _____ Location _____			\$ _____
( ) Other Section II Exposures (Please Specify)			\$ _____
			\$ _____

**Total Additional or Reduced Premium** = \$ **41**  
 (3)

**TOTAL PREMIUM DUE = (2) + (3) = \$ 1,090**

\* When Building Code Effectiveness Grading or Special Loss Settlement (HO 04 56) or Actual Cash Value Loss Settlement (HO 04 81) or Ordinance or Law Coverage (HO 04 77) apply, the Base Premium is developed in accordance with the rating rules that pertain to these options.

**Rhode Island Joint Reinsurance Association  
Two Center Plaza, Boston, MA 02108-1904  
800-851-8978 617-723-3800**

**HOMEOWNERS INSURANCE  
AND  
DWELLING PERSONAL LIABILITY INSURANCE**

**NOTICE TO APPLICANTS AND POLICYHOLDERS OF  
LEAD POISONING EXCLUSION AND COVERAGE OPTION**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY. THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The policy issued as a result of your application or renewal excludes liability coverage for bodily injury arising out of lead poisoning that occurs in or on a property that is not in compliance with the Rhode Island Lead Poisoning Prevention Act or the Lead Hazard Mitigation Act ("Lead Act"). When the property insured under this policy is not in compliance with the "Lead Act", no liability coverage is provided for bodily injury arising out of lead poisoning. You should be aware, however, that you may be eligible to purchase such coverage from the Rhode Island Joint Reinsurance Association (RIJRA) by endorsement for a non-compliant property.

Additionally, the exclusion will not apply if and when the property is or becomes compliant with the Lead Act. Should the property subsequently become non-compliant (e.g., your certificate expires or becomes invalid) during the policy period, coverage for lead liability will cease and will only be provided beginning on the date that proper proof of compliance with the Lead Act is presented to the RIJRA.

It is your duty to notify the RIJRA of non-compliance. If RIJRA charged a premium for lead liability coverage for a compliant property, RIJRA will return any additional premium paid with regard to the lead liability portion of the policy during the period of non-compliance. During the period of non-compliance, you may be eligible for lead liability coverage through RIJRA. We encourage you to consult your insurance agent to review the options available to you. If you do not have an agent, please contact our Customer Service Department at 800-851-8978.

Includes copyrighted material of Insurance Services Office, Inc, with its permission  
Copyright, Insurance Services Office, Inc

**Rhode Island Joint Reinsurance Association  
Two Center Plaza, Boston, MA 02108-1904  
800-851-8978 617-723-3800**

**HOMEOWNERS INSURANCE  
AND  
DWELLING PERSONAL LIABILITY INSURANCE**

**NOTICE TO POLICYHOLDERS OF REDUCTION  
OF LEAD LIABILITY COVERAGE**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

---

**REDUCTION OF COVERAGE**

Your policy has been issued with a new exclusion which excludes liability coverage for bodily injury arising out of lead poisoning that occurs in or on a property that is not in compliance with the Rhode Island Lead Poisoning Prevention Act or the Lead Hazard Mitigation Act ("Lead Act"). During the period a property insured under this policy is not in compliance with the "Lead Act", no liability coverage is provided for bodily injury arising out of lead poisoning. You should be aware, however, that you may be eligible to purchase such coverage from the Rhode Island Joint Reinsurance Association (RIJRA) by endorsement for a non-compliant property.

Additionally, the exclusion will not apply if and when the property is or becomes compliant with the Lead Act. Should the property then subsequently become non-compliant (e.g., your certificate expires or becomes invalid) during the policy period, coverage for lead liability will cease and will only be provided beginning on the date that proper proof of compliance with the Lead Act is presented to the RIJRA.

It is your duty to notify the RIJRA of non-compliance. If RIJRA charged a premium for lead liability coverage for a compliant property, RIJRA will return any additional premium paid with regard to the lead liability portion of the policy during the period of non-compliance. During the period of non-compliance, you may be eligible for lead liability coverage through RIJRA. We encourage you to consult your insurance agent to review the options available to you. If you do not have an agent, please contact our Customer Service Department at 800-851-8978..

Includes copyrighted material of Insurance Services Office, Inc, with its permission  
Copyright, Insurance Services Office, Inc



**RHODE ISLAND JOINT REINSURANCE ASSOCIATION**  
**APPLICATION FOR PERSONAL 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

THIS APPLICATION IS NOT A BINDER OF INSURANCE

UND INITIALS

DATE

☐ APPROVED

☐ REJECTED

**PLEASE TYPE OR PRINT CLEARLY. PROVIDE ALL THE INFORMATION REQUESTED.**  
SEE RIJRA PL2 FOR THE INSPECTION NOTICE, CREDIT REPORTING NOTICE AND INSTRUCTIONS TO COMPLETE APPLICATION

	POLICY #
--	----------

<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 #	

<b>3. LOCATION OF PROPERTY, IF DIFFERENT FROM ABOVE (ITEM1)</b>	
# STREET	CITY/STATE/ZIP

<b>4. PRESENT OR PRIOR INSURANCE INFORMATION</b>				
PRESENT OR PRIOR INSURER	POLICY# <input type="checkbox"/> HO <input type="checkbox"/> DW	EXPIRATION DATE	BUILDING COVERAGE LIMIT \$	PERSONAL LIABILITY COVERAGE LIMIT \$

<b>5. APPLICATION IS SUBMITTED FOR:</b>		
<input type="checkbox"/> IMMEDIATE COVERAGE WITH HOMEOWNERS OR DWELLING PERSONAL LIABILITY APPLICATION	<input type="checkbox"/> IMMEDIATE COVERAGE FOR A STAND ALONE LEAD LIABILITY POLICY	<input type="checkbox"/> AS AN ENDORSEMENT ADDING LEAD LIABILITY COVERAGE TO RIJRA HOMEOWNERS OR DWELLING PERSONAL LIABILITY POLICY # _____

<b>6. COVERAGE REQUESTED</b>	
COVERAGE DESCRIPTION	COVERAGE LIMIT
L. LEAD LIABILITY (EACH OCCURRENCE)	<input type="checkbox"/> \$100,000 <input type="checkbox"/> \$200,000 <input type="checkbox"/> \$300,000
	<input type="checkbox"/> \$400,000 <input type="checkbox"/> \$500,000

<b>7. DWELLING INFORMATION</b>				
<b>BUILDING IS:</b>				
<input type="checkbox"/> OWNER OCCUPIED	<input type="checkbox"/> SEASONAL	<input type="checkbox"/> PARTIALLY VACANT/UNOCCUPIED	<input type="checkbox"/> UNDER REHABILITATION	LETTER OF INTENT REQUIRED
<input type="checkbox"/> NON OWNER OCCUPIED	<input type="checkbox"/> VACANT/UNOCCUPIED	IF PARTIALLY VACANT/UNOCCUPIED % OF VACANCY: _____ %	<input type="checkbox"/> UNDER CONSTRUCTION	LETTER OF INTENT REQUIRED
<b>DWELLING CONTAINS:</b>				
<input type="checkbox"/> 1 APT.	<input type="checkbox"/> 3 APT.	<input type="checkbox"/> MOBILE HOME	IF TOWNHOUSE / ROWHOUSE	
<input type="checkbox"/> 2 APT.	<input type="checkbox"/> 4 APT.	<input type="checkbox"/> DAY/CHILD CARE # OF CHILDREN _____	# OF FAMILY UNITS PER FIRE DIVISION _____	
			# OF UNITS OWNED BY APPLICANT _____	
YEAR BUILT	DATE OF PURCHASE OF REAL PROPERTY		# OF RENTAL UNIT(S)	

<b>8. THE EFFECTIVE DATE WILL BE THE DATE THE APPLICATION IS RECEIVED BY THE ASSOCIATION, OR A LATER DATE IF SHOWN BELOW.</b>		
EFFECTIVE DATE	ANNUAL TENTATIVE PREMIUM \$	DOWN-PAYMENT (MINIMUM 25%) \$

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

### 9. 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 UNIT WITHIN THE DWELLING IN COMPLIANCE? PROVIDE NUMBER OF COMPLIANT UNIT(S) AND THE CERTIFICATE FOR EACH COMPLIANT UNIT. # OF UNIT(S) \_\_\_\_.

10. 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 UNIT(S) IN THE BUILDING(S))			L. ARE YOU INDEBTED TO AN INSURANCE AGENT, BROKER OR COMPANY?		
B. HAS PROPERTY ON WHICH COVERAGE IS BEING REQUESTED, OR ANY OTHER PROPERTY OWNED BY THE APPLICANT RECEIVED A NOTICE OF VIOLATION FOR LEAD POISONING HAZARD? (IF YES, SPECIFY THE DATE OF THE NOTICE AND THE REMEDIATION CERTIFICATION.)			M. HAVE YOU FAILED TO PAY REAL ESTATE TAXES ON THE PROPERTY FOR ONE YEAR OR MORE?		
C. DOES THE APPLICANT OWN ANY RESIDENTIAL UNIT(S) AT WHICH ANY CHILDREN WERE POISONED? IF YES, HOW MANY CHILDREN WERE POISONED? PROVIDE LOCATION OF UNIT(S).			N. HAS THE HEAT, WATER OR PUBLIC LIGHTING BEEN OUT OF SERVICE FOR THE LAST 30 DAYS OR MORE?		
D. IS THERE ANY PEELING, CHIPPING OR FLAKING PAINT ON PREMISES?			O. 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?			P. 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)			Q. ARE THERE ANY ROOMERS OR BOARDERS RESIDING ON THE PREMISES? (IF YES, STATE NUMBER PER FAMILY)		
G. HAS PRESENT INSURER FURNISHED NOTICE OF NON-RENEWAL OR NOTICE OF CANCELLATION?			R. IF OWNER OCCUPIED, IS THE UNIT IN WHICH YOU RESIDE ON THE RESIDENCE PREMISES RENTED OR INTENDED FOR RENTAL AT ANY TIME DURING THE YEAR? IF YES, STATE NUMBER OF WEEKS YOUR UNIT ON THE RESIDENCE PREMISES IS OR WILL BE RENTED. _____ WEEKS		
H. ANY UNREPAIRED DAMAGES?			S. IF OWNER OCCUPIED, DOES THE APPLICANT RESIDE IN OR OCCUPY ANY OTHER PREMISES OTHER THAN THE LOCATION INSURANCE IS BEING REQUESTED FOR?		
I. DO ANY OF THE FOLLOWING EXIST? (A) OUTSTANDING ORDER TO VACATE; (B) OUTSTANDING DEMOLITION ORDER; OR (C) DECLARED UNSAFE?			T. ANY FULL TIME RESIDENCE EMPLOYEES? (NUMBER AND TYPE OF FULL TIME AND PART TIME EMPLOYEES)		
J. 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?					
K. ANY FARMING OR OTHER BUSINESS CONDUCTED ON PREMISES?					

### 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 PL2 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 PERSONAL LINES LEAD LIABILITY APPLICATION RIJRA PL1**

**INSPECTION NOTICE**

THE RIJRA PL1 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, RENOVATIONS OR CONSTRUCTION.

**APPLYING FOR COVERAGE**

**WITH HOMEOWNERS APPLICATION**

COMPLETE AND SUBMIT APPLICATION ACORD 64 RI IN ACCORDANCE WITH INSTRUCTIONS FOR IMMEDIATE COVERAGE BELOW AND INSTRUCTIONS FOR IMMEDIATE COVERAGE FOR HOMEOWNERS COVERAGE.

**WITH DWELLING FIRE LIABILITY APPLICATION**

COMPLETE AND SUBMIT APPLICATION RIJRA DL1 AND ACORD 190 IN ACCORDANCE WITH INSTRUCTIONS FOR IMMEDIATE COVERAGE BELOW AND INSTRUCTIONS FOR IMMEDIATE COVERAGE FOR DWELLING PERSONAL LIABILITY COVERAGE.

**AS A STAND-ALONE PERSONAL LINES LEAD LIABILITY POLICY**

COMPLETE APPLICATION RIJRA PL1 AND SUBMIT IN ACCORDANCE WITH INSTRUCTIONS UNDER THE IMMEDIATE COVERAGE PROCEDURE.

**AS AN ENDORSEMENT ADDING PERSONAL LINES LEAD LIABILITY COVERAGE TO AN EXISTING RIJRA HOMEOWNERS OR DWELLING PERSONAL LIABILITY POLICY**

COMPLETE AND SUBMIT APPLICATION IN ACCORDANCE WITH THE IMMEDIATE COVERAGE PROCEDURE BELOW, BE SURE TO INCLUDE THE CORRESPONDING HOMEOWNERS OR DWELLING PERSONAL LIABILITY POLICY NUMBER IN QUESTION 5 OF THE APPLICATION. ADDITIONAL PREMIUM WILL BE ADDED TO ANY UNBILLED INSTALLMENTS. IF THERE ARE NO UNBILLED INSTALLMENTS, PAYMENT REQUIRED WITHIN 30 DAYS OF THE ISSUANCE DATE OF THE PREMIUM INVOICE.

**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 8. 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.