



MANUAL OF RULES AND PROCEDURES

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INTRODUCTION

The Kansas All-Industry Placement Facility, also referred to as the Kansas FAIR Plan, was established for the purpose of making basic property and casualty insurance available to responsible applicants who have been unable to secure insurance through voluntary markets.

Any individual or entity unable to secure basic insurance and who maintains an insurable interest in real or personal property may submit an application. The applicant selects an agent licensed to write property and casualty insurance in the State of Kansas. Together they complete and submit the application to the Kansas All-Industry Placement Facility.

Upon receipt, the FAIR Plan office reviews the application for completeness, requests an inspection of the property from an outside inspection service and by return mail advises the agent and the applicant of the availability or non-availability of coverage through the FAIR Plan.

Policies are issued on an annual basis by our Servicing Insurer, Columbia National Insurance Company. Columbia Insurance Group is a market trade name that covers the group of companies of which Columbia National Insurance Company is a part.

The submission of the application in no way requires or binds the FAIR Plan to provide coverage on the requested property. Reasonable underwriting standards will be followed. Applications for coverage through the FAIR Plan are only to be submitted after coverage has been refused by three voluntary market companies authorized to transact property and casualty insurance business in Kansas.

All correspondence and questions, except those regarding claims, should be directed to the Kansas All-Industry Placement Facility (FAIR Plan), 1115 SW Wanamaker Road, Topeka, Kansas 66604-3808, (785) 271-2300 or Toll Free (800) 777-1513, Fax (785) 271-2341 or by email at kfp@colinsgrp.com.

All claims questions and reporting of losses should be directed to Columbia National Insurance Company, 124 Iowa Ave., P.O. Box 2180, Salina, Kansas 67402-2198, (785) 825-5531 or Toll Free (800) 998-8902, Fax (800) 360-1778 or by email at fairplanclaims@colinsgrp.com.

Disclaimer:

The information contained in the FAIR Plan Manual of Rules and Procedures is a general summary of the Program offered by the Kansas FAIR Plan as approved by the Insurance Commissioner of the State of Kansas. The insured's legal rights are determined by the insurance policy and Kansas Insurance Laws and Regulations, not by the contents of this manual. The contents of this manual are subject to change without notice.

I.) ELIGIBILITY REQUIREMENTS

Risks must have been refused coverage by three voluntary market companies.
Every effort should be made to place coverage with a voluntary market company.

Applicant must have an insurable interest in the property.

ELIGIBLE PROPERTIES:

| DWELLING ELIGIBLE PROPERTIES |
|---|
| Owner occupied |
| Tenant occupied |
| Mobile homes at a fixed location |
| Vacant, unoccupied or idle dwellings considered on an individual basis |
| COMMERCIAL ELIGIBLE PROPERTIES |
| Apartment buildings with 5 or more units |
| Mercantile |
| Service risks |
| Manufacturing risks with no more than 20 production employees |

INELIGIBLE PROPERTIES:

| DWELLING AND COMMERCIAL INELIGIBLE PROPERTIES |
|---|
| Vacant, unoccupied or idle property considered on an individual basis |
| Manufacturing risks with over 20 production employees |
| Farm properties |
| Automobile risks |
| Other risks excluded by the Governing Committee with the approval of the Commissioner of Insurance |

II.) DWELLING COVERAGES, LIMITS, VALUES AND PERILS

The following information is only a general summary of the coverages offered by the Kansas FAIR Plan. The legal rights of the insured are determined by their insurance policy and by Kansas Laws and Regulations, not by this summary.

DWELLING COVERAGES AND LIMITS AVAILABLE

The maximum limit of property coverage written through the FAIR Plan in one fire division under one ownership is its:

**Insurable market value,
Actual cash value or
\$400,000, whichever is less.**

Limits apply jointly to real and personal property.

Limits are per location and mean real and personal property in a single building. The total of real and personal property cannot exceed the above limits.

FAIR Plan uses the ISO Dwelling Property 1 – Basic Form DP 00 01 and other applicable forms.

| COVERAGES AND LIMITS | |
|---|--|
| Coverage A - Dwelling (ACV) | Maximum \$400,000 combined real and personal property |
| Coverage B - Other Structures | 10% of Coverage A (reduces Coverage A limit), or request a specific amount |
| Coverage C - Personal Property | Request specific amount Maximum \$400,000 limit above applies |
| Coverage D - Fair Rental Value | Not available as a separate amount Refer to Form DP 00 01 "Other Coverages" |
| Coverage E - Additional Living Expense | Not Available |
| Coverage L - Personal Liability | \$100,000 Aggregate \$200,000 per policy period Refer to eligibility and exclusion section |
| Coverage M - Medical Payments To Others | \$1,000 each person |
| Coverage N - Physical Damage | Not Available |
| Theft | Request specific amount in even thousands Minimum \$1,000, Maximum \$10,000 Refer to eligibility and exclusion section |
| Deductible Options | Standard \$250 Other - \$500, \$1,000 and \$2,500 |

ACTUAL CASH VALUE

FAIR Plan defines Actual Cash Value (ACV) as Replacement Cost less Depreciation.

An agent must submit ACV calculations with the application or the FAIR Plan guidelines will be used to determine ACV.

When agents submit their actual cash value figures:

The following chart can be used to determine the appropriate amount of depreciation to be deducted from the replacement cost figures:

| DEPRECIATION GUIDE (Percentage to be taken off replacement cost figures.) | | | | | | |
|---|-----------|-----------|------|---------|------|------|
| Age (Years) | Excellent | Very Good | Good | Average | Fair | Poor |
| 0-3 | 0% | 0-5% | 5% | 10% | 15% | 20% |
| 4-8 | 0-5 | 5-10 | 10 | 15 | 20 | 25 |
| 9-13 | 5 | 10 | 15 | 20 | 25 | 30 |
| 14-18 | 10 | 15 | 20 | 25 | 30 | 35 |
| 19-23 | 15 | 20 | 25 | 30 | 35 | 40 |
| 24-28 | 20 | 25 | 30 | 35 | 40 | 45 |
| 29-38 | 25 | 30 | 35 | 40 | 45 | 50 |
| 39-49 | 30 | 35 | 40 | 45 | 50 | 50 |
| Over 49 | 35 | 40 | 45 | 50 | 50 | 50 |

The definitions we use to determine the condition of the property are as follows:

Excellent – The building is in perfect condition

Very Good – The building has slight evidence of deterioration

Good – The building has minor deterioration

Average – The building has apparent deterioration

Fair – The building has marked deterioration

Poor – The building has substantial deterioration

When agents do not submit their actual cash value figures:

| FAIR Plan Actual Cash Value Guidelines (Used if agents figures are not submitted.) |
|--|
| Multiply the total ground floor square footage of the dwelling by: \$70 for 1 story \$75 for 1 ½ story \$80 for 2 story |
| An additional \$5 per square foot is allowed for masonry/brick construction. |
| Depreciation is applied following the above depreciation guide. |

MARKET VALUE/ PURCHASE PRICE

The current market value is the price the property would sell for in the open market minus the land value.

FAIR Plan considers a recent purchase price to be the current market value unless we receive evidence of increased value; such as, contracts, a list of improvements or real estate appraisal.

MOBILE HOME VALUES

Mobile home values are established using the N.A.D.A. Manufactured Housing Appraisal Guide or market value, whichever is lower.

PERILS

| PERILS OFFERED | |
|---|---|
| Fire: Fire or Lightning Internal Explosion | Available |
| Extended Coverage: Windstorm or Hail Explosion Riot or Civil Commotion Aircraft Vehicles Smoke Volcanic Eruption | Available |
| Vandalism or Malicious Mischief | Available |
| Theft | Available Refer to eligibility and exclusion section |

FAIR Plan reserves the right to limit perils offered due to underwriting reasons.

PERILS NOT COVERED
(Unless as a result of a covered peril.)

FAIR Plan writes a basic fire policy with named perils. Listed below are some, but not all, of the perils not covered. Refer to the policy forms for specific coverages and exclusions.

| | |
|--|---------------|
| Falling Objects | Not Available |
| Weight of Ice, Snow or Sleet | Not Available |
| Freezing | Not Available |
| Collapse | Not Available |
| Sinkhole | Not Available |
| Accidental Discharge or Overflow of Water or Steam | Not Available |
| Water Damage | Not Available |
| Flood | Not Available |
| Earth Movement | Not Available |
| Glass Breakage | Not Available |
| Ordinance or Law | Not Available |
| All other perils not listed | Not Available |

PERSONAL LIABILITY COVERAGE

Eligibility Requirements:

**PERSONAL LIABILITY
ELIGIBILITY REQUIREMENTS**

| |
|--|
| One or two family owner occupied dwellings and mobile homes (not seasonal) |
| Renter's contents coverage in any number of dwelling units |
| Risks that are structurally sound |
| Risks that do not endanger life, health or safety |

Personal liability coverage cannot be purchased separately. If eligible, this coverage may be added to our Dwelling Fire Policy.

Exclusions:

FAIR Plan has modified the ISO Personal Liability Form to include the following additional exclusions:

| PERSONAL LIABILITY ADDITIONAL EXCLUSIONS TO ISO FORM |
|--|
| Bodily injury or property damage caused by animals |
| Bodily injury or property damage caused by lead paint, asbestos or pollution |

FAIR Plan reserves the right to limit coverages offered due to underwriting reasons.

THEFT COVERAGE

Eligibility Requirements:

| THEFT COVERAGE ELIGIBILITY REQUIREMENTS |
|--|
| One or two family owner occupied dwellings and mobile homes (not seasonal and not with roomers or boarders) |
| Renter's contents coverage in any number of dwelling units |
| Properties with: <ul style="list-style-type: none">• Deadbolt locks on all accessible doors• Locks on all accessible windows• Secondary locking device or other device that would prevent unwanted entry on accessible sliding glass doors |

Since this is a form to be added to the FAIR Plan Dwelling Fire Policy, we require that the policy carry Fire, EC and V&MM coverages.

Exclusions:

FAIR Plan has modified the ISO Broad Theft Coverage Form to include the following changes, additions to special limits and additional property not covered.

| THEFT COVERAGE CHANGES AND ADDITIONS TO SPECIAL LIMITS | |
|--|--|
| \$1,000 on firearms | |
| \$1,000 on silverware | |
| \$1,000 on collections which include sports cards, comic books and stamps | |
| \$1,000 on entertainment systems and media | |
| THEFT COVERAGE ADDITIONAL PROPERTY NOT COVERED | |
| Cash which includes money, coins and medals (including collections) and bank notes | |
| Electronic data processing system and equipment and the recording or storage media used with that equipment including the data or information stored thereon | |
| Cellular telephones and related equipment | |

FAIR Plan reserves the right to limit perils offered due to underwriting reasons.

III.) COMMERCIAL COVERAGES, LIMITS, VALUES AND PERILS

The maximum limit of property coverage written through the FAIR Plan in one fire division under one ownership is its:

**Insurable market value,
Actual cash value or
\$1,000,000, whichever is less.**

Limits apply jointly to real and personal property.

Limits are per location and mean real and personal property in a single building. The total of real and personal property cannot exceed the above limits.

ACTUAL CASH VALUE/COINSURANCE

FAIR Plan defines Actual Cash Value (ACV) as Replacement Cost less Depreciation.

FAIR Plan offers 80% coinsurance or nil coinsurance rates. Actual cash value figures must be submitted if 80% coinsurance rates are requested.

| COVERAGES AND LIMITS | |
|-----------------------------|--|
| Building Coverage (ACV) | Maximum \$1,000,000 combined real and personal property |
| Contents Coverage | Maximum \$1,000,000 limit above applies |
| Coinsurance Options | 80% or Nil |
| Deductible Options | Standard - \$500 Other - \$1,000, \$2,500, \$5,000, \$10,000, \$25,000, \$50,000 and \$75,000 |

FAIR Plan uses the ISO Building and Property Coverage Form CP 00 10 with Cause of Loss - Basic Form CP 10 10 and other applicable forms.

PERILS

| PERILS OFFERED | |
|-----------------------------|---|
| Group I | Fire Lightning, Explosion Vandalism Sprinkler Leakage |
| Group II | Windstorm or Hail Smoke Aircraft or Vehicles Riot or Civil Commotion Sinkhole Collapse Volcanic Action |
| Optional perils to exclude: | Vandalism Sprinkler Leakage Windstorm or Hail |

Refer to the forms included with the policy for specific information regarding covered causes of loss and exclusions.

FAIR Plan reserves the right to limit perils offered due to underwriting reasons.

IV.) NEW APPLICATION PROCEDURE

Under no circumstances will the processing of an application begin until all necessary information is received in our office.

NEW APPLICATION

| APPLICATIONS FOR PROPERTY INSURANCE | |
|-------------------------------------|------------|
| Dwelling Application | Form KF-1d |
| Commercial Application | Form KF-1c |

Applications may be completed and printed online on our website at www.ksfairplan.com by clicking on "Online Applications" under Producer Quick Access on our homepage. You may also print a blank copy by clicking on "Forms and Documents".

Applications must be **completed in full** and mailed to the Kansas All-Industry Placement Facility (FAIR Plan), 1115 SW Wanamaker Road, Topeka, Kansas 66604-3808. If possible, mail the application 60 days in advance of the requested effective date.

Photos are helpful when submitted with a new application, but are not required.

Submission of an application in no way requires the FAIR Plan to bind coverage. Agents do not have binding authority and may not sign any form as an authorized representative of the FAIR Plan.

INCOMPLETE APPLICATIONS

Incomplete Applications Submitted Without Binding Money:

All applications submitted without binding money which are not completed in full will be returned to the agent. We will not process until the fully completed application is returned to our office.

Incomplete Applications Submitted With Binding Money:

All incomplete applications along with binding money will be returned to the agent.

In order to bind coverage effective the date initially determined by FAIR Plan procedures, the agent will be given 15 calendar days to complete and resubmit the application and binding money to our office. If not received back in our office by the 15 day return date, we will consider coverage to have never been in force.

If the 15 day return date is not met, we will accept either the previously submitted application fully completed or a new application fully completed along with binding money. The application will then again follow the initial FAIR Plan processing and binding procedures.

BINDING COVERAGE

COVERAGE WILL BE BOUND IF BOTH OF THE FOLLOWING ARE RECEIVED AND ALL ELIGIBILITY REQUIREMENTS ARE MET

A fully completed and signed application

Minimum of 50% of the annual premium or \$35.00, whichever is greater.

If the full annual premium is not submitted, the payment plan will apply.

Premiums calculated prior to inspection of the property are considered provisional.

For a provisional dwelling quote, go to our website at www.ksfairplan.com and click on "Provisional Dwelling Quotes" under Producer Quick Access on our homepage.

For information on calculating a provisional commercial quote, go to our website at www.ksfairplan.com and click on the "Producer" tab, then click on "Rates".

Payments can be submitted in the form of a certified check, money order, agency check or personal check of the insured. We do not accept credit cards or cash. Checks should be made payable to the Kansas FAIR Plan.

Once coverage is bound, a provisional policy will be mailed to the insured, the agent and the mortgagee, if applicable.

EFFECTIVE DATE OF COVERAGE

When the application and required premium are received together in the FAIR Plan office:

Coverage on eligible properties will be effective at 12:01 a.m. on the date the fully completed application and required premium are received in the FAIR Plan office, or at a later date if requested on the application.

When the premium is received in the FAIR Plan office after the application has been submitted:

Coverage on eligible properties will be effective at 12:01 a.m. on the date the required premium is received in the FAIR Plan office, or at a later date if requested.

By special mailing:

Coverage on eligible properties will be effective at 12:01 a.m. on the date either of the two options above are mailed if sent by certified mail, registered mail, overnight mail or priority mail with delivery confirmation.

If coverage on eligible property is bound by special mailing, the insured must also indicate the time of day they signed the application.

Under no circumstance will coverage be bound until the application is accepted and the required premium is received in the FAIR Plan office.

INSPECTION OF PROPERTY

When a fully completed application is received, an inspection of the property will be ordered through an outside inspection service.

The inspection information will be reviewed to determine if the property meets the underwriting standards of the FAIR Plan.

UNDERWRITING STANDARDS

| UNDERWRITING STANDARDS |
|---|
| Physical condition of the property, including its construction, heating, wiring, evidence of previous fires, or general deterioration |
| Its present use or housekeeping |
| Any other exposure determined by the Governing Committee and approved by the Commissioner of Insurance |
| Any combination of the above |

RATES AND CONDITION CHARGES

Rating of Eligible Dwelling Risk

Dwelling risks are rated per ISO's Dwelling Policy Program subject to exceptions specifically filed and approved for use with properties insured through the FAIR Plan. Dwelling premiums may include condition charges for certain substandard conditions noted from the inspection of the property.

Specific substandard conditions and applicable charges are shown on the policy and may be removed midterm (pro rata) if conditions are corrected.

Rating of Eligible Commercial Risk

FAIR Plan adjustment factors specifically approved for use with properties insured through the FAIR Plan will be applied to ISO Loss Costs. Class rated property may include condition charges for certain substandard conditions noted from the inspection of the property.

PREMIUM QUOTE AFTER INSPECTION WITHOUT COVERAGE BOUND

If the risk is acceptable and no money has been submitted to bind coverage, the annual premium will be computed and a quote will be issued. The quote letter will be sent to the agent, with a copy to the applicant and mortgagee, if applicable.

The offer to provide insurance at the premium quoted is valid for 45 days. If premium is not received within 45 days, then the offer to insure is terminated. If coverage is desired after that date, contact our office to determine if a new application is required.

Payments can be submitted in the form of a certified check, money order, agency check or personal check of the insured. We do not accept credit cards or cash. Checks should be made payable to the Kansas FAIR Plan.

Coverage will not be bound and a policy will not be issued until at least 50% of the annual premium is received in the FAIR Plan office. If the full annual premium is not submitted, the payment plan will apply.

ISSUANCE OF POLICY AFTER INSPECTION

If the risk is acceptable and coverage has been bound, the annual premium will be computed and a new policy declarations page will be issued. Copies of the new policy will be mailed to the insured, the agent and mortgagee, if applicable.

If additional premium is due, an invoice will be mailed to the insured with a copy to the agent. If the policy is set up to bill the mortgagee direct, the invoice will be sent to the mortgagee in lieu of the insured.

The invoice will indicate the date when the additional premium is due, which will be 20 days from the date the invoice is issued.

RESTRICTIVE ENDORSEMENT

A restrictive endorsement will be attached to the policy if condition(s) exist which must be excluded from coverage in order for the risk to be acceptable.

If it is determined that a restrictive endorsement should apply, a letter will be issued which will include the premium quote and the Restriction of Individual Policies Form KF-304. This form must be signed and dated by the named insured and returned to our office within 34 days.

Form KF-304 becomes a part of the policy and all future renewals, unless conditions are corrected and the form is deleted by the FAIR Plan.

If coverage has been bound and the signed restrictive endorsement is not returned to our office within 34 days, the policy will be canceled.

If coverage has not been bound, there will be no coverage in effect until after the premium and the signed restrictive endorsement are received in our office.

DECLINATIONS

An application may be declined if the risk does not meet eligibility requirements or because it does not meet reasonable underwriting standards.

If coverage has not been bound, a declination letter will be issued and mailed to the insured and the agent.

If coverage has been bound and the FAIR Plan determines that the risk should be declined, a letter stating the reasons for the declination/cancellation of coverage will be issued. The effective date of the cancellation will be 34 days from the date of the declination/cancellation letter.

The notice of cancellation and unearned premium check will be mailed to the insured with a copy of the cancellation notice to the agent and mortgagee, if applicable. If the policy is set up to bill the mortgagee direct, the unearned premium check will be made out to the mortgage company and mailed to the agent.

The agent should return the check to the mortgage company if the policy is not reinstated.

Correction of Conditions/Policy Reinstatement:

If conditions have been corrected prior to the cancellation date, the property may be eligible for a new inspection and possible reinstatement of the policy.

| TO REINSTATE THE POLICY SUBMIT ALL OF THE FOLLOWING TO OUR OFFICE |
|--|
| Written confirmation, signed by the insured, that all of the stated conditions have been corrected |
| Photos and/or other proof to confirm that the conditions have been corrected |
| Total amount of unearned premium returned with the cancellation |

If condition(s) are not corrected prior to the cancellation date, coverage will cease.

Correction of Conditions/After Cancellation Date:

| IF CONDITIONS HAVE BEEN CORRECTED AFTER THE CANCELLATION DATE, SUBMIT ALL OF THE FOLLOWING TO OUR OFFICE |
|---|
| Written confirmation, signed by the insured, that all of the stated conditions have been corrected |
| Photos and/or other proof to confirm that the conditions have been corrected |
| A fully completed application |
| At least 50% of the annual premium |
| If the full annual premium is not submitted, the payment plan will apply. |

V.) RENEWAL PROCEDURE

If the property insured continues to meet eligibility and underwriting standards, a renewal policy will be issued through our servicing insurer prior to the expiration of the current policy. We will be offering this insurance, however, every effort should be made to secure the insurance coverage in the voluntary insurance market.

Please review the renewal policy in its entirety. If there have been any changes in the past year, (for example; a change in occupancy, correction of substandard conditions or if any other changes are needed), immediately notify our office in writing.

An invoice indicating the total annual premium and due date will be sent with the renewal policy to the insured with a copy to the agent. If the payment plan has been requested, the invoice will show the first installment due. If the full annual premium is not submitted, the payment plan will apply. If the policy is set up to bill the mortgagee, the mortgagee will receive the invoice in lieu of the insured. All payments must be sent to our office.

Nonpayment:

If the premium for the renewal policy is not received in the FAIR Plan office by the due date shown on the invoice, the policy will be canceled for nonpayment of premium.

If coverage is desired after the cancellation date, contact the FAIR Plan office to determine if a new application is required to be sent with the premium in order to place coverage back in force.

Nonrenewal:

If the property no longer meets the underwriting standards of the FAIR Plan, a nonrenewal notice will be issued stating the reason(s) for nonrenewal. Copies of the nonrenewal notice will be mailed to the insured and the agent.

If the conditions stated in the nonrenewal letter have been corrected, the property may be eligible for a new inspection. **To prevent a lapse in coverage, the following must be submitted to our office prior to the expiration date of the policy.**

| IF CONDITIONS HAVE BEEN CORRECTED, SUBMIT ALL OF THE FOLLOWING TO OUR OFFICE |
|--|
| Written confirmation, signed by the insured, that all of the stated conditions have been corrected |
| Photos and/or other proof to confirm that the conditions have been corrected |
| A fully completed application |
| At least 50% of the annual premium |
| If the full annual premium is not submitted, the payment plan will apply. |

Refer to the Sections, New Application Procedure and Binding Coverage, in this manual for information on submitting a new application and binding coverage.

VI.) MISCELLANEOUS PROCEDURES

PAYMENT PLAN

We offer the following payment plan to insureds that elect not to pay the policy in full:

| PAYMENT PLAN | | |
|---|--------------------|---|
| Due Date | Installment Charge | Amount Due |
| 1st Installment - Due on the effective date of the policy term or 20 days from the invoice date, whichever is later. | \$5.00 | 50% of the premium plus the installment charge. |
| 2nd Installment - Due 90 days from the effective date of the policy term. | \$5.00 | 25% of the premium plus the installment charge. |
| 3rd Installment - Due 200 days from the effective date of the policy term. | \$5.00 | Balance of the premium due which includes the installment charge. |

The first invoice will show both the full annual premium and the minimum due, which is the payment plan amount of 50% of the annual premium plus the first \$5.00 installment charge.

If the policy is paid in full on or before the first installment due date, the installment charge will be waived.

BILL THE MORTGAGEE

If the mortgage company is responsible for paying the insurance premium, the policy can be set up to bill the mortgagee direct. This must be indicated on the application or requested in writing if the application has already been submitted.

Invoices will be mailed to the mortgage company and any applicable return premium checks will be made payable to them.

The insured may need to submit the required premium with the application if coverage is needed before the mortgage company is billed. The mortgage company cannot be billed until after the inspection of the property is completed and the property is accepted by the FAIR Plan. Normally, this process takes up to 60 days.

Under no circumstances will coverage be bound until the application is accepted and the required premium is received in the FAIR Plan office.

POLICY CHANGES/ENDORSEMENTS

An Endorsement Request form may be completed and printed online. To access this form online, go to our website at www.ksfairplan.com and click on "Endorsement Request" under Producer Quick Access on our homepage.

The Endorsement Request form should be sent to the FAIR Plan office by email, fax or mail along with the applicable attachments as stated below in the Endorsement Request Requirements chart.

All requests are subject to FAIR Plan guidelines and, if acceptable, will be effective the day after the request is received or at a later date if requested.

If additional premium is due, an invoice will be mailed to the insured with a copy to the agent. If the policy is set up to bill the mortgagee direct, the invoice will be sent to the mortgagee in lieu of the insured.

| ENDORSEMENT REQUEST REQUIREMENTS | |
|---|---|
| Increase in Coverage | Submit new actual cash value figures, and if improvements have been made, submit a list of the improvements, signed by the insured, that have increased the market value of the property or a new real estate appraisal. |
| Decrease in Coverage | Advise a specific reason for the decrease and/or submit an updated real estate appraisal. |
| Change in Mailing Address | Advise if the change affects the occupancy of the dwelling. For example, previously owner occupied and now changing to tenant or vacant. |
| Deletion of Condition Charges | Submit a written request signed by the insured that outlines specifically what work was done to correct each condition that would warrant reevaluation and possible deletion of the condition charges on a pro rata basis. If possible, submit invoices and photos to confirm the conditions have been corrected. |
| Assignment of Policy | Prior to the submission of a request to change the name of the insured, please contact our office to discuss eligibility. If the assignment of policy is approved, an Assignment of Policy, Form KF-2, and a new fully completed application are required. |
| All Other Changes | Advise a specific reason for the change. |

AGENT INFORMATION

Any insurance agent licensed in the State of Kansas to write property and casualty insurance may submit applications to the FAIR Plan.

| AGENT INFORMATION |
|---|
| Agents do not have binding authority. |
| The FAIR Plan has no agents. The use of the term "agent" does not grant any contractual relationship either real or implied, between the FAIR Plan and any individual or entity. |
| No agent or broker may sign any form as an authorized representative of the FAIR Plan. |
| No agent or broker may issue a policy, binder, endorsement, cancellation notice, or any other form, nor assign any loss, on behalf of the FAIR Plan. |
| Any licensed property and casualty insurance agent or broker is acting as the designated representative of the applicant or insured, and not as an agent of the FAIR Plan. |
| Agents are responsible for explaining all forms and coverages to their insureds. Insureds should not be referred to the FAIR Plan office for explanations. |
| Agents will receive a 10% commission from the FAIR Plan. |
| The agent's commission will be paid after the inspection of the property has been completed and the final policy is issued. Agent's monthly commission statements will be mailed at the end of each month settling that month's commission activity. |
| An agent must notify the FAIR Plan office in writing when any agent or agency changes occur. |
| When the agent submits an application to the FAIR Plan, the agent will be assigned an agent's FAIR Plan number. The agent's FAIR Plan number will be displayed on all policies and commission statements. The agent's FAIR Plan number must be included on future applications submitted. |

CANCELLATIONS

Nonpayment of Premium:

If additional premium is due and not paid, we will issue a 10 day notice of cancellation for nonpayment of premium. The notice will be sent to the insured, agent and mortgagee, if applicable.

If the premium is not received in the FAIR Plan office by the cancellation date, the policy will cancel.

Cancellation at Insured's Request:

A Cancellation Request/Policy Release Form or a written request signed by the named insured is required to cancel a policy. For a copy of the Cancellation Request/Policy Release Form go to our website at www.ksfairplan.com and click on "Forms and Documents" under Producer Quick Access on our homepage. Cancellation requests may be sent by mail or fax.

The effective date of cancellation is limited to no more than 30 days prior to the receipt of the request unless we are provided with proof of sale or proof of coverage through the voluntary market.

Cancellations are figured on a pro rata basis with a \$35.00 minimum premium retained.

If a cancellation date is not indicated on the cancellation request, cancellation will be effective the date the request is received in our office.

When the cancellation is processed, any unearned premium will be returned to the insured. A copy of the return premium letter will be sent to the agent and the mortgagee will receive a cancellation notice, if applicable. If the policy is set up to bill the mortgagee direct, any unearned premium will be returned to the mortgagee in lieu of the insured.

Cancellation for Underwriting Reasons:

Refer to the Declination Section of this manual.

FORMS AND DOCUMENTS

For copies of FAIR Plan forms and documents, refer to our website at www.ksfairplan.com and click on "Forms and Documents" under Producer Quick Access on our homepage.

CLAIMS - REPORTING, STATUS AND CORRESPONDENCE

Claims should be submitted to our Servicing Insurer online at www.ksfairplan.com by clicking on "Report A Loss" under Producer Quick Access on our homepage.

Claims may also be submitted by email or fax to our Servicing Insurer:

Columbia National Insurance Company
124 Iowa Ave
P.O. Box 2180
Salina, KS 67402 - 2198
Email: fairplanclaims@colinsgrp.com
Fax: (785) 825-0338

You may check the status of a claim by email at fairplanclaims@colinsgrp.com or by contacting the claims department at (800) 998-8902 or in Salina at (785) 825-5531.

CONTACT US

Applications, payments, policy inquiries, questions and all other correspondence, except claims, should be directed to:

Kansas FAIR Plan
1115 SW Wanamaker Road
Topeka Kansas 66604-3808
(785) 271-2300, Ext. 5
Toll Free (800) 777-1513, Ext. 5
Fax (785) 271-2341
Email: kfp@colinsgrp.com
Website: www.ksfairplan.com

Office Hours: Monday - Friday 8:00 a.m. - 4:00 p.m.

PRIVACY NOTICE

COLUMBIA INSURANCE GROUP PRIVACY PROTECTION POLICY NOTICE NO RESPONSE IS REQUIRED

It is Columbia Insurance Group's policy to safeguard the confidentiality of information concerning you and your business with us. This notice describes our privacy policy with respect to the collection, disclosure and protection of such information.

COLLECTION OF INFORMATION

We obtain most of the information we need directly from you and your insurance agent. You provide this information when you apply for our products or services or when you file claims for benefits. We may also obtain information about your transactions with us, our affiliates or others to assist us in evaluating requests for insurance and benefit claims, to administer and process transactions which you have requested or initiated, or other business purposes.

DISCLOSURE OF INFORMATION

Information may be shared among our companies in order to provide you better service. We may disclose information to third parties when we believe it is necessary to conduct our business or when disclosure is permitted by law. Information may be disclosed to others who assist us in providing business services such as helping us evaluate requests for insurance or benefits, performing general insurance activities for us, or assisting us in processing transactions which you have requested or initiated. Information may also be disclosed for audit purposes, to help us prevent fraud, to law enforcement or regulatory agencies, to consumer reporting agencies or as otherwise permitted by law. This information may include your policy coverages, as well as your claims, premium and payment history. We do not share medical or health information except as you have authorized to provide services you have initiated.

PROTECTION OF INFORMATION

We restrict access to non-public personal information about you to authorized persons who need the information to provide services related to your policy or transaction with us. We also maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your non-public personal information.

We require any organization who assists us in providing business services to maintain the confidentiality of your non-public personal information and not use such information for any other purpose. We strive to keep all information about you accurate and up to date. If you discover any inaccuracy, please notify us immediately.

If you have any questions or would like to contact us regarding your information, you may do so by writing to us at:

Columbia Insurance Group
Attn: Legal Department
2102 White Gate Drive
Columbia, Missouri 65202

or telephoning us at: 1-573-474-6193

We promise to strive to keep you informed about how we protect your privacy. We reserve the right to change these privacy principles at any time.

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