



# 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](mailto: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](mailto: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. 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.

**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:**

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

**INELIGIBLE PROPERTIES:**

<b>DWELLING AND COMMERCIAL INELIGIBLE PROPERTIES</b>
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

## 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.

For dwelling risks, the 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.

Policy Form - DP 00 01 Dwelling Property 1 - Basic Form

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 See 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 **agent's** replacement cost figures:

<b>DEPRECIATION GUIDE</b> (Percentage to be taken off agent's 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 visible deterioration

Average – The building has normal wear and tear

Fair – The building has marked deterioration

Poor – The building has definite deterioration

**When agents do not submit their actual cash value figures:**

<b>FAIR Plan Actual Cash Value Guidelines: (Used if agents figures are not submitted.)</b>
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**

<b>PERILS OFFERED</b>	
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

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 as a result of a covered peril	Not Available
Flood	Not Available
Mold	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:

<b>PERSONAL LIABILITY ADDITIONAL EXCLUSIONS TO ISO FORM</b>
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:**

<b>THEFT COVERAGE ELIGIBILITY REQUIREMENTS</b>
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"><li>• Deadbolt locks on all accessible doors</li><li>• Locks on all accessible windows</li><li>• Secondary locking device or other device that would prevent unwanted entry on accessible sliding glass doors</li></ul>

In order to add theft coverage, the policy must include Fire, EC and V&MM.

**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.

<b>THEFT COVERAGE CHANGES AND ADDITIONS TO SPECIAL LIMITS</b>	
\$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	
<b>THEFT COVERAGE ADDITIONAL PROPERTY NOT COVERED</b>	
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.

For commercial risks, the 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.

<b>COVERAGES AND LIMITS</b>	
Building Coverage	Maximum \$1,000,000 combined building and contents coverage
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 Building and Property Coverage Form CP 00 10 with Cause of Loss - Basic Form CP 10 10. Refer to the policy forms for specific coverages and exclusions.

### **PERILS**

<b>PERILS OFFERED</b>	
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](http://www.ksfairplan.com) by clicking on "Online Applications". To print a copy of the application click on "Forms and Documents". Applications may also be reproduced in your office.

Applications must be **completed in full** and mailed to the Kansas All-Industry Placement Facility (FAIR Plan), 1115 SW Wanamaker Rd, 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.  
Premiums calculated prior to inspection of the property are considered provisional.

For a provisional dwelling quote, go to our website at [www.ksfairplan.com](http://www.ksfairplan.com) and click on "Provisional Dwelling Property Insurance Quote".

For information on calculating a provisional commercial quote, go to our website at [www.ksfairplan.com](http://www.ksfairplan.com) and click on "Commercial Rating" or contact our office.

Checks should be made payable to the Kansas FAIR Plan. Cash will not be accepted.

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 is coverage 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**

<b>UNDERWRITING STANDARDS</b>
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
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.

Checks should be made payable to and sent directly to the Kansas FAIR Plan. Cash will not be accepted.

Coverage will not be bound and a policy will not be issued until at least 1/2 of the annual premium is received in the FAIR Plan office.

## **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 to replace the provisional policy. 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.

<b>TO REINSTATE THE POLICY SUBMIT ALL OF THE FOLLOWING TO OUR OFFICE</b>
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.

V.) **RENEWAL PROCEDURE**

If the property insured continues to meet the eligibility and underwriting standards of the FAIR Plan, 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 policy is set up to bill the mortgagee direct, the mortgagee will receive the invoice in lieu of the insured. All payments must be sent to the FAIR Plan 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 non-renewal 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.**

<b>IF CONDITIONS HAVE BEEN CORRECTED SUBMIT ALL OF THE FOLLOWING TO OUR OFFICE</b>
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

Refer to the Section, New Application Procedure, 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
<b>1st Installment</b> - 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.
<b>2nd Installment</b> - Due 90 days from the effective date of the policy term.	\$5.00	25% of the premium plus the installment charge.
<b>3rd Installment</b> - 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.

**The payment plan will automatically apply if the full premium is not submitted.**

### DIRECT BILL 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.

If the direct bill mortgagee procedure is utilized, balance due invoices will be mailed directly to the mortgagee. Any applicable return premium check will be made payable to and sent directly to the mortgagee.

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 our office. Normally, this process takes up to 60 days.

**Note: Under no circumstance will coverage be bound until the required premium has been received in the FAIR Plan office.**

## POLICY CHANGES/ENDORSEMENTS

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.

Policy change requests must be in writing and may be sent online, by email, fax or mail.

To submit an endorsement online or print an endorsement form, go to our website at [www.ksfairplan.com](http://www.ksfairplan.com) and click on "To Endorse".

If additional premium is due, a balance due 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.

<b>ENDORSEMENT REQUEST REQUIREMENTS</b>	
Increase in Coverage	Submit new actual cash value figures and a list of improvements made 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	Outline 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 non-payment 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 within the 10 days, the policy will be canceled.

### **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](http://www.ksfairplan.com) and click on "Forms and Documents". 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](http://www.ksfairplan.com) and click on "Forms and Documents".

## **CLAIMS REPORTING**

Claims should be submitted to our servicing insurer online at [www.ksfairplan.com](http://www.ksfairplan.com) by clicking on "Report A Loss".

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](mailto:fairplanclaims@colinsgrp.com)  
Fax: (785) 825-0338

You may check the status of a claim by email at [fairplanclaims@colinsgrp.com](mailto:fairplanclaims@colinsgrp.com) or by contacting the claims department at (800) 998-8902.

## **CONTACT US**

**Applications, payments, policy inquiries 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](mailto:kfp@colinsgrp.com)  
Website: [www.ksfairplan.com](http://www.ksfairplan.com)

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

## **PRIVACY NOTICE**

### **COLUMBIA INSURANCE GROUP PRIVACY PROTECTION POLICY NOTICE**

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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