



# Mississippi Windstorm Underwriting Association

## Conditions Applying to Applicant(s)

I (we), as the applicant(s) for windstorm and hail insurance in the Mississippi Windstorm Underwriting Association, fully understand and accept the following conditions as part of my (our) contract, if coverage is accepted by this Association. 1. The producing agent is my agent, not the agent of Mississippi Windstorm Underwriting Association. 2. Any documents or statements made by my agent, whether expressed or implied, do not bind this Association in any way. 3. I understand that my agent cannot warrant or guarantee the effective date, the amount of coverage acceptable, the property meeting minimum underwriting standards or any other material fact that may cause this application to be approved or rejected by this Association. 4. Provided the application is acceptable, coverage is not bound until received by this Association. **RECEIPT OF PREMIUMS BY THE AGENCY/PRODUCER IS NOT RECEIPT BY THE ASSOCIATION AND DOES NOT MAKE THE POLICY EFFECTIVE.** 5. If a named storm, as designated by the U.S. Weather Bureau, is within the boundaries of 80 degrees West Longitude and 20 degrees North Latitude, no new applications can be accepted. 6. Coverage is not bound on new applications, unless a typed, signed application, proper premium remittance and submission of a Form J when applicable are submitted with the application.

Additionally, this application is made with the understanding that, upon request, I (we) agree to accompany your inspectors, or designated inspectors, while inspecting this property. I (we) understand that this application in no way binds any company to afford insurance on the described property. Inspection(s) made under the program and any report of the inspection(s) is for insurance underwriting purposes. Regardless of whether a policy is issued, neither the Insurer, the Mississippi State Rating Bureau nor the Mississippi Windstorm Underwriting Association will be liable for any injury or damage claimed to arise from the inspection(s), omissions from such inspection(s) or report(s) or from compliance or non-compliance by the property owner or owners with the recommendations, if any, contained in said inspection report(s). Permission is granted to submit copies of any inspection or action report(s) to the Mississippi Insurance Commissioner, Mississippi State Rating Bureau, insurers and their agents or representatives.

## CANCELLATIONS:

- A. MWUA policies may be cancelled on a pro-rata basis for the following reasons.
  - 1. Coverage is placed with another company. Satisfactory evidence must be provided to MWUA
  - 2. The property is sold. Satisfactory evidence must be provided to MWUA.
  - 3. There is a total loss of the property
  - 4. MWUA determines that the property is no longer insurable under the Rules and Procedures of MWUA.
- B. The effective date of mid-term Cancellations will in no event be more than one year prior to receipt of proper written cancellation request and satisfactory evidence.
- C. **Cancellation for any reason other than the reasons stated above result in a fully earned non-refundable premium to MWUA and no future coverage will be provided, nor payment options provided until such outstanding balances are paid.**

## Conditions Applying To Applicant's Agent

I, as a Licensed Mississippi Agent, fully understand and accept the provisions of the Mississippi Windstorm Underwriting Association and the following conditions applicable thereto: 1. I am the applicant's agent, not Mississippi Windstorm Underwriting Association's. 2. I cannot bind coverage or in any way obligate this Association. 3. If a named storm, as designated by the U.S. Weather Bureau, is within boundaries of 80 degrees West Longitude and 20 degrees North Latitude, no new applications can be accepted. 4. If the application is acceptable, coverage is not bound until received by this Association. 5. Coverage is not bound on new applications, unless a typed, signed application, proper premium remittance and submission of a Form J when applicable are submitted with the application. 6. If minimum underwriting standards are not met, or the application is lacking any of the above mentioned, the application will be returned and no coverage is bound. 7. In the event a policy is issued and then cancelled or a change is made resulting in a return premium due, I agree that my commission will be adjusted accordingly.

**PLEASE READ CAREFULLY: THIS POLICY CONTAINS A FLOOD EXCLUSION AND AN EARTHQUAKE EXCLUSION. MWUA DOES NOT OFFER EITHER FLOOD COVERAGE OR EARTHQUAKE COVERAGE. PLEASE SPEAK WITH YOUR AGENT IF YOU DESIRE TO PURCHASE FLOOD COVERAGE AND/OR EARTHQUAKE COVERAGE. PROOF OF FLOOD INSURANCE IS REQUIRED IF RISK IS LOCATED IN ANY A OR V FLOOD ZONES.**

### APPLICANT'S CERTIFICATION

I (We) hereby certify that the information contained herein is true and correct to the best of my (our) knowledge and belief, and that I (we) **have no unpaid premium due MWUA on the property which is subject of this application.** I (we) have reviewed, fully understand and accept the provisions of the Mississippi Windstorm Underwriting Association and the conditions applicable thereto listed on this application under "CONDITIONS APPLYING TO APPLICANT". (First Named Applicant is required to sign.)

Applicant(s) Signature

Date

### APPLICANT'S AGENT CERTIFICATION

I hereby certify that I am a licensed resident property insurance agent in the State of Mississippi and have reviewed the provisions and conditions of the Mississippi Windstorm Underwriting Association with the applicant(s) to his or their satisfaction: I fully understand and accept the provisions of the Mississippi Windstorm Underwriting Association and the conditions applicable thereto listed on this application under "CONDITIONS APPLYING TO APPLICANT'S AGENT".

Agent Signature

Mississippi License No:

Expiration Date:

(Note: In compliance with Public Law 91-508, this is to inform you that in connection with this application for insurance (1) an investigation may be made as to your insurability, including, if applicable, information as to character, general reputation, personal characteristics and mode of living; and (2) additional information as to the nature and scope of any investigation requested will be furnished to you, upon your written request made within a reasonable time after you received this notice.)

# MISSISSIPPI WINDSTORM UNDERWRITING ASSOCIATION

Applicant/Insured \_\_\_\_\_ Application/Policy # \_\_\_\_\_

## IMPORTANT NOTICE

### NAMED STORM PERCENTAGE DEDUCTIBLE

Policies with Mississippi Windstorm Underwriting Association include a Named Storm Percentage Deductible which could result in high out-of-pocket expense to you in the event of a loss caused by a Named Storm. By placing your initials at the end of this paragraph and signing this Notice below, you confirm that you understand and acknowledge that this provision is included in the policy for which you have applied.

Applicant/Insured Initials \_\_\_\_\_

### NO FLOOD COVERAGE

Policies with Mississippi Windstorm Underwriting Association do **NOT** include any coverage for damage caused by Flood. Flood means surface water, waves, tidal water, tidal surge, overflow of a body of water, or spray from any of these, whether or not driven by wind. If your property is located within any Flood Zones designated A or V, proof of flood coverage from another company must be provided. By placing your initials at the end of this paragraph and signing this Notice below, you confirm that you understand and acknowledge that this provision is included in the policy for which you have applied.

Applicant/Insured Initials \_\_\_\_\_

### FULLY EARNED PREMIUM

Premium is fully earned and is not refundable except for the following reasons:

- A. MWUA policies may be cancelled on a pro-rata basis for the following reasons.
  - 1. Coverage is placed with another Company. Satisfactory evidence must be provided to MWUA..
  - 2. The property is sold. Satisfactory evidence must be provided to MWUA.
  - 3. There is a total loss of the property.
  - 4. MWUA determines that the property is no longer insurable under the Rules and Procedures of MWUA.
- B. The effective date of mid-term Cancellations will in no event be more than one year prior to receipt of proper written cancellation request along with satisfactory evidence.
- C. **Cancellation for any reason other than reasons stated above shall result in a fully earned, non-refundable premium to MWUA and no future coverage/nor payment options shall be provided until such outstanding balances are paid.**

By placing your initials at the end of this paragraph and signing this Notice below, you confirm that you understand and acknowledge that this provision is included in the policy for which you have applied.

Applicant/Insured Initials \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant/Insured

\_\_\_\_\_  
Date