

MINE SUBSIDENCE INSURANCE INSTRUCTION SHEET

Section A: Owner

All titled owners listed on a property's deed are owners of a Mine Subsidence Insurance (MSI) policy. The first owner listed will be identified in our computer system as the primary owner. This is needed for reference purposes only and does not impact the ownership of the policy.

A 10% senior citizen discount will be given if any of the homeowners are age 65 or older on the effective date of coverage, and the structure is their primary residence. Providing a birth date will allow you to automatically receive the discount premium rate when eligible.

Condominium and cooperative law requires that the association be named as the insured no matter who pays for the policy. However, you may apply for coverage for your unit if your association refuses to purchase coverage. The policy will only provide coverage for the unit identified as the "Structure" in Section B of the application. Both you and the association will be listed as policyholders. If a claim is paid, both you and the association will be named on the settlement proceeds check. The association is required by law to use the proceeds to first repair the common elements of the insured unit before any non-common elements of the insured unit are repaired.

Section B: Structure

Multi-Unit Structures:

- Horizontally configured multi-unit buildings, such as row of townhomes (only attached by common walls), may at the owner's discretion, be covered under one or multiple policies.
- Vertically configured multi-unit buildings, such as high-rise buildings (attached at the floors and ceilings), are always considered one structure and must be written under one policy. If your vertically configured multi-unit building has a replacement value of more than \$1,000,000, you should contact the insurance producer who writes your property and casualty coverage and ask for mine subsidence insurance coverage in excess of that offered by the MSI Fund.

Section C: Contact – Complete as instructed.

Section D: Structure Condition – Complete as instructed.

Section E: Survey – Complete as instructed.

Section F: Signature

The following signatures are required for the following ownership types:

- Individual – deeded property owner (note: only one signature is needed);
- Estate – Executor; Trust – Trustee;
- Corporation – President or Vice-President AND Secretary, Treasurer, Assistant Secretary or Assistant Treasurer;
- General Partnership – at least one partner;
- Limited Partnership – at least one general partner;
- Individual Business Owner – individual business owner;
- Association (Incorporated) – President or Vice-President AND Secretary, Treasurer, Assistant Secretary or Assistant Treasurer; and
- Association (Not Incorporated) – Individual who has been authorized to sign for the board.

Section G: Coverage and Payment

If you are in the process of buying this structure, your policy will become effective on your closing date.



MINE SUBSIDENCE INSURANCE APPLICATION

EACH STRUCTURE REQUIRES A SEPARATE APPLICATION

INSTRUCTIONS ARE ATTACHED. PREMIUM RATES ARE ENCLOSED. IF YOU NEED ASSISTANCE, CALL 1-800-922-1678.

Section A: Owner (Provide names as they appear on the Deed.)

Type of Ownership: (Check One) (required)

<input type="checkbox"/> Individual	<input type="checkbox"/> Association	<input type="checkbox"/> Company – SSN
<input type="checkbox"/> Estate/Trust	<input type="checkbox"/> Individual with Condo	<input type="checkbox"/> Corporation

Owner(s) as Listed on the Deed: (required)

Association Name: (required for Individuals with Condo.)

Last four (4) digits of SSN or EIN Number: (required) _____

Date of Birth of oldest deeded property owner: (required if primary residence) See instructions for senior discount. MM / DD / YYYY

Section B: Structure (Throughout this application the term "structure" refers to the structure under application.)

Structure Address: _____

(required)

City: _____ State: PA Zip Code: _____

County: (required) _____

Municipality: (City, Borough, Township) (required) _____

Year Built: (required) _____

Number of Stories: (required) _____

Date Purchased: MM / YYYY

Primary Residence of Person(s) on Deed: (required) Yes No

Structure Type: (check one) (required) (Each structure requires a separate application.)

<input type="checkbox"/> House	<input type="checkbox"/> Townhouse	<input type="checkbox"/> Outbuilding	<input type="checkbox"/> Non Residential
<input type="checkbox"/> Condo or Co-op	<input type="checkbox"/> Mobile/Double-wide	<input type="checkbox"/> Barn	
<input type="checkbox"/> Detached Garage	<input type="checkbox"/> Apartment/Rental	<input type="checkbox"/> Other: _____	

Multi-unit Structures only: (Example: Apartments, Condos, etc.)

Number of Units: 2 - 4 5 or more

Structure Configuration: Horizontal Vertical

Section C: Contact (Tell us how to contact you and where to send payment notices.)

Mailing Address: (required)

Name: _____

Address: _____

Same as Structure

City: _____ State: _____ Zip Code: _____

Telephone Number: (required)

Primary: _____ Secondary: _____

Receive policy renewals via Email: Yes No

Section D: Structure Condition (Coverage is dependent upon the accuracy of the following information.)

Note: Failure to identify all pre-existing damage, be it structural or superficial, may result in voiding your policy. The MSI Fund reserves the right to require further documentation or actions to complete this application. Attach additional sheets of paper as needed for complete responses to questions.

1. Is this structure a complete building? (Must contain a roof, walls and a foundation which firmly attaches the structure to the earth to be complete building. If the structure is under construction, check No and describe the current stage of its construction.) (required)

Yes No If no, please describe the structure.

2. Is any part of this structure used for business purposes? (required)

Yes No If **yes**, please estimate the percentage of the structure that is used for business purposes and explain the usage in detail. (Examples of businesses include business offices, wholesale shops, and retail shops.) **NOTE: A detached garage for a residence is 0%.**
_____ %

3. Are there any **damage(s)** or **problem(s)** with the **walls, floors, foundations or other structural components** due to past or present movement, shifting, deterioration, etc.? (Examples of damage include, but are not limited to: cracks or separations in walls, ceilings or floors; walls, floors, or ceilings out of level, plumb, or square (tilting or pitching); doors or windows not opening or closing properly, etc.) (required)

Yes No If **yes**, describe the extent, location, and approximate time damage(s) or problem(s) occurred.

4. Were any **repairs** ever made to your structure's foundation walls, basement floor, brickwork, porches, patios, walkways, etc., either by you, a previous owner, contractor or third party? (required)

Yes No If **yes**, describe the repairs in detail, including what was required, why, when, costs, etc.

5. Has there been any earth movement or stability problems such as ground cracks, depressions, landslides or slips, mine discharges or mine subsidence that have occurred on **your property or surrounding areas of your neighborhood**? (required)

Yes No If **yes**, describe the extent, location of, and approximate time damage(s) or problem(s) occurred. If damage(s) or problem(s) have been repaired, explain when and how they were repaired.

6. Have you ever filed a claim or reported damage(s) or problem(s) with the Mine Subsidence Insurance Fund, with your homeowner's insurance, or any third party such as a mine operator or another state or federal agency, regarding **ANY** damages or problems with your property? (required)

Yes No If **yes**, describe the extent, location of, and approximate time damage(s) or problem(s) occurred. If damage(s) or problem(s) have been repaired, explain when and how they were repaired.

Section E: Survey

Please tell us how you heard about Mine Subsidence Insurance in order for us to better inform the public about our program. (pick one)

- | | | | | | |
|--|---|--|---|---|--|
| <input type="checkbox"/> Billboard | <input type="checkbox"/> Direct Mail | <input type="checkbox"/> Door Hanger | <input type="checkbox"/> Insurance Producer | <input type="checkbox"/> Internet | <input type="checkbox"/> Magazine Ad |
| <input type="checkbox"/> Newspaper Ad | <input type="checkbox"/> Newspaper Article | <input type="checkbox"/> Neighbor / Friend | <input type="checkbox"/> Radio News Story | <input type="checkbox"/> Radio Commercial | <input type="checkbox"/> TV Commercial |
| <input type="checkbox"/> TV News Story | <input type="checkbox"/> Mortgage / Realtor | <input type="checkbox"/> Previous Policyholder | <input type="checkbox"/> Other: _____ | | |

Section F: Signature

The undersigned represents that the information set forth in this "Property Owner Application for Mine Subsidence Insurance" is accurate and complete to the best of his/her knowledge and that he/she agrees to the terms of the Insuring Agreement. It is the sole responsibility of the applicant to determine the need for Mine Subsidence Insurance coverage. Policy premiums will not be refunded except for instances where a policyholder cancels coverage in accordance with the provisions of the Insuring Agreement. Coverage is not effective until the Mine Subsidence Insurance Fund (Fund) has received the payment of the premium and has completed its review of your application, which may include an inspection of your property. If a policy is issued pursuant to your application, you will receive a certificate of insurance effective from the date the application is received, unless otherwise provided in the application. If the application is rejected for any reason, any money you paid will be promptly refunded. Refer to the Insuring Agreement for coverage details.

The amount of insurance coverage may be subjected to later reductions, and premiums adjusted accordingly, if the Fund determines that the amount of insurance coverage requested is in excess of the current replacement value of the structure or current statutory limits, whichever is less. The insurance shall be void if, upon inspection of the structure, the Fund determines that either mine subsidence damage occurred prior to the request by the applicant for insurance, or the applicant by his actions or inactions is responsible for the failure of the Fund to inspect the structure.

Any person who knowingly and with intent to defraud any insurance company files an application for insurance or statement of claim containing any materially false information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signature (required)	Title (if applicable)	Date
Signature (if applicable)	Title (if applicable)	Date

Section G: Coverage and Payment

Note: Coverage cannot exceed 120% of the replacement cost of the insured structure or \$1,000,000, whichever is less. "Incidental Costs" and losses to "Appurtenances" are included in your coverage. (See Sections 1.A. and 1.E. of the MSI Insuring Agreement.) ***If you do not know the replacement cost/value of your structure, check the dwelling amount in your homeowner's insurance policy. Premium rates are enclosed.***

Please provide the closing date if you are in the process of purchasing this structure: ___ / ___ / ___
MM DD YYYY

If paying by check or money order make payable to the
Commonwealth of Pennsylvania and mail to:

**MINE SUBSIDENCE INSURANCE
CALIFORNIA TECHNOLOGY PARK
25 TECHNOLOGY DRIVE
COAL CENTER PA 15423**

\$ _____ Coverage	\$ _____ Premium
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Please complete the information below if paying by Credit Card:

Select Credit Card Type: Visa MasterCard Discover American Express

Credit Card Number:

Expiration Date: Card Security Code:

Month Year

*The security code for Visa, MasterCard or Discover is the last set of three numbers on the back of the credit card.

*The security code for American Express is the four digit number located on the front of the card.

Billing Address: Name on Card: _____
(required) Address: _____
 Same as Mailing _____
City: _____ State: ___ Zip Code: _____

MINE SUBSIDENCE INSURANCE

Annual Premiums

Effective July 1, 2021

Coverage	Premium	Senior Citizen
\$10,000	\$6.25	\$5.63
\$20,000	\$8.75	\$7.88
\$30,000	\$11.25	\$10.13
\$40,000	\$13.75	\$12.38
\$50,000	\$16.25	\$14.63
\$60,000	\$18.75	\$16.88
\$70,000	\$21.25	\$19.13
\$80,000	\$23.75	\$21.38
\$90,000	\$26.25	\$23.63
\$100,000	\$28.75	\$25.88
\$110,000	\$31.25	\$28.13
\$120,000	\$33.75	\$30.38
\$130,000	\$36.25	\$32.63
\$140,000	\$38.75	\$34.88
\$150,000	\$41.25	\$37.13
\$160,000	\$43.75	\$39.38
\$170,000	\$46.25	\$41.63
\$180,000	\$48.75	\$43.88
\$190,000	\$51.25	\$46.13
\$200,000	\$53.75	\$48.38
\$210,000	\$56.25	\$50.63
\$220,000	\$58.75	\$52.88
\$230,000	\$61.25	\$55.13
\$240,000	\$63.75	\$57.38
\$250,000	\$66.25	\$59.63
\$260,000	\$68.75	\$61.88
\$270,000	\$71.25	\$64.13
\$280,000	\$73.75	\$66.38
\$290,000	\$76.25	\$68.63
\$300,000	\$78.75	\$70.88
\$310,000	\$81.25	\$73.13
\$320,000	\$83.75	\$75.38
\$330,000	\$86.25	\$77.63
\$340,000	\$88.75	\$79.88
\$350,000	\$91.25	\$82.13
\$360,000	\$93.75	\$84.38
\$370,000	\$96.25	\$86.63
\$380,000	\$98.75	\$88.88
\$390,000	\$101.25	\$91.13
\$400,000	\$103.75	\$93.38
\$410,000	\$106.25	\$95.63
\$420,000	\$108.75	\$97.88
\$430,000	\$111.25	\$100.13
\$440,000	\$113.75	\$102.38
\$450,000	\$116.25	\$104.63
\$460,000	\$118.75	\$106.88
\$470,000	\$121.25	\$109.13
\$480,000	\$123.75	\$111.38
\$490,000	\$126.25	\$113.63
\$500,000	\$128.75	\$115.88

Coverage	Premium	Senior Citizen
\$510,000	\$131.25	\$118.13
\$520,000	\$133.75	\$120.38
\$530,000	\$136.25	\$122.63
\$540,000	\$138.75	\$124.88
\$550,000	\$141.25	\$127.13
\$560,000	\$143.75	\$129.38
\$570,000	\$146.25	\$131.63
\$580,000	\$148.75	\$133.88
\$590,000	\$151.25	\$136.13
\$600,000	\$153.75	\$138.38
\$610,000	\$156.25	\$140.63
\$620,000	\$158.75	\$142.88
\$630,000	\$161.25	\$145.13
\$640,000	\$163.75	\$147.38
\$650,000	\$166.25	\$149.63
\$660,000	\$168.75	\$151.88
\$670,000	\$171.25	\$154.13
\$680,000	\$173.75	\$156.38
\$690,000	\$176.25	\$158.63
\$700,000	\$178.75	\$160.88
\$710,000	\$181.25	\$163.13
\$720,000	\$183.75	\$165.38
\$730,000	\$186.25	\$167.63
\$740,000	\$188.75	\$169.88
\$750,000	\$191.25	\$172.13
\$760,000	\$193.75	\$174.38
\$770,000	\$196.25	\$176.63
\$780,000	\$198.75	\$178.88
\$790,000	\$201.25	\$181.13
\$800,000	\$203.75	\$183.38
\$810,000	\$206.25	\$185.63
\$820,000	\$208.75	\$187.88
\$830,000	\$211.25	\$190.13
\$840,000	\$213.75	\$192.38
\$850,000	\$216.25	\$194.63
\$860,000	\$218.75	\$196.88
\$870,000	\$221.25	\$199.13
\$880,000	\$223.75	\$201.38
\$890,000	\$226.25	\$203.63
\$900,000	\$228.75	\$205.88
\$910,000	\$231.25	\$208.13
\$920,000	\$233.75	\$210.38
\$930,000	\$236.25	\$212.63
\$940,000	\$238.75	\$214.88
\$950,000	\$241.25	\$217.13
\$960,000	\$243.75	\$219.38
\$970,000	\$246.25	\$221.63
\$980,000	\$248.75	\$223.88
\$990,000	\$251.25	\$226.13
\$1,000,000	\$253.75	\$228.38

Note: Policyholders who are at least 65 years of age by the effective date of coverage receive a 10% discount on the premium of their primary residence.



INSURING AGREEMENT

1. **DEFINITIONS.** Throughout this policy, "you" and "your" refer to the Policyholder(s) named on the Certificate of Mine Subsidence Insurance, and the "Fund" refers to the Coal and Clay Mine Subsidence Insurance Fund and its designated representatives. In addition, certain words and phrases are defined as follows:
- A. **APPURTENANCES** refer to fences, retaining walls, paved or improved patios, walks, driveways, and in ground swimming pools. All **APPURTENANCES** must be permanently affixed and securely attached to the land surface and adjacent to and used in conjunction with the part of the **INSURED STRUCTURE** that is the building;
 - B. **CERTIFICATE** refers to the Certificate of Mine Subsidence Insurance;
 - C. **COST OF REPAIR** refers to the cost of repairing or replacing the **LOSS** to the **INSURED STRUCTURE** with material of like kind and quality, within a reasonable time after the **LOSS**;
 - D. **DAMAGE CLAIM NOTICE** refers to the form supplied by the Fund and used by the claimant to list all damages being claimed;
 - E. **INCIDENTAL COSTS** refer to expenses incurred that are consequential to the repair of a **LOSS**, which include expenses for temporary relocation, increased utilities, reduced income, increased living costs and security of the **INSURED STRUCTURE**, the compensation for which is set forth in the incidental cost amounts that have been adopted by the Board;
 - F. **INSURED STRUCTURE** refers to a complete building and its **APPURTENANCES**, or a building under construction and its **APPURTENANCES**, that is described in the **CERTIFICATE** and in the Mine Subsidence Insurance Application, and to which you can establish legal title; it does not include grounds surrounding the described building;
 - G. **LOSS** refers only to physical damage to the **INSURED STRUCTURE** and to any permanent improvements within the structure; it does not include damage to contents, personal property of any nature, loss of use of the **INSURED STRUCTURE** or other loss, except as may be provided by the Fund as **INCIDENTAL COSTS**;
 - H. **MINE SUBSIDENCE** refers to the movement of the ground surface as a result of the collapse of underground coal or clay **MINE WORKINGS**;
 - I. **MINE WORKINGS** refer to the roof, floor, or pillars within an underground coal or clay mine;
 - J. **POLICY** refers to the **CERTIFICATE**, this **INSURING AGREEMENT** and the Application for Mine Subsidence Insurance;
 - K. **POLICY PERIOD** refers to the time beginning when the **POLICY** is issued through all subsequent and continuous renewals of the **POLICY**.
2. **COVERAGE.**
- A. Except as provided for in paragraph B of this section this **POLICY** covers only **LOSS** to the **INSURED STRUCTURE** which occurs during the **POLICY PERIOD** and which is caused by **MINE SUBSIDENCE** which occurs during the **POLICY PERIOD** or which is caused by movement of the ground surface resulting from a surface discharge due to a sudden and unexpected breakout of water directly emanating from underground coal or clay mine workings which occurs during the **POLICY PERIOD**. This policy does not cover losses due to discharges from a man-made system designed to collect or convey mine water, or damages that are related in any way to surface mining activities.
 - B. **LOSS** to **APPURTENANCES** are covered only if it is first determined that the same event is responsible for a covered **LOSS** to that part of the **INSURED STRUCTURE** that is the building.
3. **COVERAGE UNDER THIS POLICY SHALL BE VOID** where:
- A. the **LOSS** is due to mining operations under the insured's control;
 - B. you fail to comply with any of your obligations under this agreement unless noncompliance is consented to by the Fund; or
 - C. you have waived, bargained away or forfeited whatever right you have to recover a loss from a third party.
4. **AMOUNT OF LOSS PAID.** All **LOSS** covered by the **POLICY** that results from a single covered event shall be adjusted under the same claim provided that the amount of the paid **LOSS** attributed to the covered **LOSS** to the **APPURTENANCES** shall not exceed ten percent (10%) of the amount of the insurance shown on the **CERTIFICATE**. For a **LOSS** covered by this **POLICY**, the Fund will pay the smaller of the following amounts:
- A. the amount of insurance shown on the **CERTIFICATE**; or
 - B. the **COST OF REPAIR** including **APPURTENANCES** and **INCIDENTAL COSTS**, less the deductible shown on the **CERTIFICATE**.
5. **POLICY DURATION.** The duration of this **POLICY** will be limited to one year.
6. **POLICY RENEWAL.** Except as set forth in Section 10, a **POLICY** is renewable without a new inspection.
7. **YOUR DUTIES WHEN LOSS OCCURS.** In case of a **LOSS** covered by this **POLICY**, you shall see that the following duties are performed:
- A. notify the Fund immediately of a **LOSS** believed to be covered by this **POLICY**;
 - B. within sixty (60) days of receiving the **FUND'S DAMAGE CLAIM NOTICE**, return the completed document to the Fund;

- C. fully cooperate with the Fund's agents in carrying out the investigation of the claim. At a minimum you shall:
 - i. allow the Fund to inspect the **INSURED STRUCTURE** and the surrounding grounds as often as may be necessary;
 - ii. allow the Fund to conduct any tests designed to determine the validity of the claim;
 - iii. be present at least for the initial investigation by representatives of the Fund and respond to all requests for information concerning the **INSURED STRUCTURE** and the history of the claim; and
 - iv. refrain from undertaking any activities which could hinder representatives of the Fund from conducting their investigation;
 - D. take only those emergency preventive measures as authorized in writing by the Fund, in order to protect the **INSURED STRUCTURE** from further damage and provide the Fund with copies of all receipts of expenditures for the emergency measures;
 - E. within sixty (60) days of the receipt of the Fund's list of Authorized Damages, submit to the Fund two (2) itemized bids from reputable experts for the cost of repairing the damages as authorized by the Fund. No bids are required if the Fund estimated that the cost of repair is less than six thousand dollars (\$6,000). The Fund may waive the number of bids required where you demonstrate an unsuccessful good faith effort to obtain the required bids.
8. **OPTION TO REPAIR.** The Fund will have the option to repair or replace the covered **LOSS**, instead of making a payment for the **LOSS** under Paragraph 4. To exercise this option the Fund will notify you within thirty (30) days of receiving the itemized estimates referred to in Subparagraph 7E.
9. **SUIT.** If your claim is denied by the Fund, in whole or in part, you may appeal the denial to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A. The Board's address is: Environmental Hearing Board, Rachel Carson State Office Building Second Floor, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457. TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, (800) 654-5984. Appeals must be filed with the Board within 30 days of receipt of written notice of the Fund's denial unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law. A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board. The Notice of Appeal form and the Board's rules are also available in Braille and on audiotape from the Secretary to the Board at (717) 787-3483. **IMPORTANT LEGAL RIGHTS ARE AT STAKE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD. IF YOU WANT TO CHALLENGE THE FUND'S DENIAL, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THE FUND'S DENIAL.**
10. **REPAIR OF DAMAGE.** The Insured shall provide the Fund with opportunities to inspect the repair work to the **INSURED STRUCTURE** as the work is being completed. Within one year of the settlement of a claim, the Insured shall notify the Fund that the repairs authorized by the Fund have been completed and shall provide the Fund an opportunity to reinspect the **INSURED STRUCTURE**. If the Insured fails to give the Fund this notice and opportunities to reinspect or if the Fund cannot verify that the repairs to the **INSURED STRUCTURE** were made in accordance with the settled claim, the Fund may refuse to issue or renew a Subsidence Insurance Policy for this **INSURED STRUCTURE**.
11. **SUBROGATION.** This **POLICY** does not release any person, partnership, or corporation, from liability for any **LOSS** which the **POLICY** covers. If the Fund makes repairs or makes a payment for a **LOSS**, you agree that you assign whatever right you may have to recover that **LOSS** from another party, but only to the extent of the payment or repairs made by the Fund.
12. **OTHER INSURANCE OR SOURCES OF REMUNERATION.** If you have or secure **OTHER INSURANCE OR SOURCES OF REMUNERATION** for a **LOSS** covered by this **POLICY**, the Fund will be liable for only the portion of the **LOSS** which the **OTHER INSURANCE OR SOURCES OF REMUNERATION** will not cover.
13. **CONCEALMENT OR FRAUD.** The Fund does not provide coverage for any Policyholder who has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.
14. **CANCELLATION OF INSURANCE.**
- A. The Fund will cancel this insurance:
 - i. if there has been a misrepresentation of fact which, if known to the Fund, would have prevented it from issuing this **POLICY**;
 - ii. if you fail to pay the premium; or
 - iii. if you sell or transfer your interest in the **INSURED STRUCTURE**. Upon cancellation of the **POLICY**, due to sale or transfer, the Fund will return to you a pro rata portion of your premium for the balance of the **POLICY PERIOD**, providing you notify the Fund in writing within thirty (30) days from the closing date of the transfer or sale. If notification is not received by the Fund within thirty (30) days, your refund will be pro rated from the date you notify the Fund of such sale or transfer.
 - B. Policyholders may cancel this insurance at their discretion. When the policyholder directs the Fund to cancel a policy, the Fund will prorate the amount of the refund from the date it receives your written notice or the date for which you are requesting a cancellation, whichever is later.
 - C. Any policy cancelled within the first ninety (90) days of effectiveness will be charged a processing fee of ten dollars (\$10.)
15. **DEATH OF POLICYHOLDER.** If you die during the **POLICY PERIOD**, your interest in this insurance will automatically pass to the recipient(s) of your interest in the **INSURED STRUCTURE**.
16. **WAIVER.** Waiver of any provisions of this agreement by the Fund does not constitute a precedent for other actions under the same provisions, nor does it constitute a waiver of any other provisions of this agreement by the Fund.
17. **DISABILITY ANNOUNCEMENT.** If you are a person with a disability and you require auxiliary aid, service or other accommodation to read this **INSURING AGREEMENT**, please contact the Chief of the Mine Subsidence Insurance Section directly at (888) 357-2674 or through the Pennsylvania AT&T Relay Service at (800) 654-5984 (TDD) to discuss how the Fund may accommodate your needs.