



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
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Phone: (803) 737-0020

## FLOOD INSURANCE POLICY

**IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS IN THE APPLICATION AND DECLARATIONS FROM MADE APART HEREOF AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE FUND DOES INSURE** the Insured and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance of any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest if the insured, against all DIRECT LOSS BY "FLOOD" as defined herein, to the property described while located or contained as described in the application and declarations form attached hereto, or pro rata for 45 days at each proper place to which any of the property shall necessarily be removed for preservation from the peril of "Flood," but not elsewhere.

Assignment of this policy by the Insured is not allowed.

### PERSONS INSURED

- A. The named Insured and legal representatives.
- B. Any mortgagee and loss payee named in the application and declaration page in the order of precedence and to the extent of their interest but for no more, in the aggregate, than the interest of the named Insured.

### DEFINITIONS

#### DEFINITIONS - AS USED IN THIS POLICY:

"Actual Cash Value" means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged.

"Application" means the statement made and signed by the Insured, or the Insured's agent, and given the information on the basis of which the Insured determines accessibility of the risk, the policy to be issued and the correct premium payment, which must accompany the application for the policy to be issued.

"Building" means a walled and roofed structure, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, including a walled or roofed building in the course of construction, alteration or repair and a mobile home on a foundation, subject to Paragraph "H" of the provision titled "Property Not Covered."

"Cancellation" means that ending of the Insurance coverage provided by this policy prior to the expiration date.

"Coastal High Hazard Area" means an area subject to high velocity waters including hurricane wave wash and tsunamis.

"Declarations Page" is a computer generated summary of information furnished by the Insured in the application for Insurance.

"Doublewide Mobile Home" means a building which is fully anchored and affixed to its permanent site, and which is designed and constructed as a modular or manufactured building and which has axles and wheels used solely for transportation to the lot or construction site where it is to be assembled as a nonmovable, permanent building; such a building is not considered to be a mobile home for purposes of this policy.

"Direct Physical Loss By Flood" means any loss in the nature of actual loss physical damage, evidenced by physical changes, to the insured property (building or personal property contents) which is directly and proximately caused by a "flood" (as defined in this Agreement), while the Insured property is located: 1. at the property address shown on the application for this insurance, which is a part of this Agreement; and 2. for forty-five days, at another place above ground level or outside of the special flood hazard area to which any of the property shall necessarily be

removed in order to protect and preserve it from a flood or from the imminent danger of flood (provided, personal property so removed must be placed in a fully enclosed building or otherwise reasonably protected from the elements to be insured against loss). The term "Direct Physical Loss by Flood" shall not include compensation for loss of use, loss of access, loss of profits or loss resulting from interruption of business, profession or manufacture, allowance for any increased cost of repair or reconstruction as a result of any ordinance or repair regulating reconstruction or repair, or other economic loss. (This enumeration is not exclusive).

"Expiration Date" means the ending of the insurance coverage provided by this policy on the expiration date shown on the declaration page.

**"FLOOD"**: Wherever in this policy the term "flood" occurs, it shall be held to mean:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in subparagraph A-2 above and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in flooding as defined in A-1 above.

"Walled and Roofed" means the building has in place two or more exterior, rigid walls and the roof is fully secured so that the building will resist flotation, collapse and lateral movement.

### PERILS EXCLUDED

#### THE FUND SHALL NOT BE LIABLE FOR LOSS:

A. By (1) rain, snow, sleet, hail or water spray; (2) freezing, thawing or by the pressure or weight of ice or water, except where the property covered has been simultaneously damaged by flood; (3) water, moisture or mudslide (i.e. mudflow) damage of any kind resulting primarily from conditions, causes or occurrences which are solely related to the described premises or are within the control of the Insured (including but not limited to design, structural or mechanical defects, failures, stoppages or breakages of water or sewer lines, drains, pumps, fixtures, or equipment) or any condition which causes flooding which is substantially confined to the described premises or properties

immediately adjacent thereto; or (4) seepage, backup of water, or hydrostatic pressure not related to a condition of "flood" as defined;

B. Caused directly or indirectly by (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (b) by military, naval or air forces, or (c) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating or defending against such an occurrence;

C. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril insured against by this policy;

D. By theft or by fire, windstorm, explosion, earthquake, landslide or any other earth movement except such mudslide or erosion as is covered under the peril of flood;

E. Caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located, caused by the peril insured against;

F. Caused directly or indirectly by neglect of the Insured to use all reasonable means to save and preserve the property at the time of and after an occurrence of the peril insured against by this policy; but, for contents covered herein and subject to the terms of the policy including the limits of liability, the Fund will reimburse the Insured for reasonable expenses necessarily incurred by him in complying with the requirements of this paragraph, including but not limited to, reasonable expenses for removal or temporary storage (not exceeding 45 days), or both, of insured contents, from the described premises because of the imminent danger of flood;

G. Caused intentionally by the Insured;

H. Which is already in progress as of 12:01 a.m. of the first day of the policy term;

I. From a flood which is confined to the premises on which the insured property is located unless the flood is displaced over two acres of the insured premises;

J. Caused by any modification by the Insured to the insured property of the described premises on which the insured property is located which materially increases the risk of flooding.

#### PROPERTY COVERED

**A. BUILDING:** When the insurance under this policy covers a building, such insurance shall include additions and extensions attached thereto; permanent fixtures, machinery and equipment forming a part of and pertaining to the service of the building; personal property of the Insured as landlord used for the maintenance or service of the building including fire extinguishing apparatus, floor coverings, refrigerating and ventilating equipment, all while within the described building; also, materials and supplies while within an enclosed structure located on the described premises or adjacent thereto, intended for use in construction, alteration or repair of such building or appurtenant private structures on the described premises.

**B. CONTENTS:** When the insurance under this policy covers contents, coverage shall be for either household contents or other than household contents, but not for both.

1. When the insurance under this policy covers other than household contents, such insurance shall cover merchandise and stock, materials and stock supplies of every description; furniture,

fixture, machinery and equipment of every description all owned by the Insured; improvements and betterments (as hereinafter defined) to the building if the Insured is not the owner of the building and when not otherwise covered; all while within the described enclosed building.

2. When the insurance under this policy covers household contents, such insurance shall cover all household and personal property usual or incidental to the occupancy of the premises as a resident - except animals, birds, fish, business property, other property not covered under the provisions of this policy, and any property more specifically covered in whole or in part by other insurance including the peril insured against in this policy; belonging to the Insured or members of the Insured's family of the same household, or for which the insured may be liable, or, at the option of the Insured, belonging to a servant or guest of the Insured; all while within the described building.

The Insured, if not the owner of the described building, may apply up to 10% of the amount of insurance applicable to the household contents covered under this item, not as an additional amount of insurance, to cover loss to improvements and betterments (as hereinafter defined) to the described building.

The Insured, if an individual condominium unit owner in the described building, may apply up to 10% of the amount of insurance on contents covered under this policy, not as an additional amount of insurance, to cover loss to the interior walls, floors, and ceilings that are not otherwise covered under a condominium association policy on the described building.

#### THE FUND SHALL NOT BE LIABLE FOR LOSS IN ANY ONE OCCURRENCE FOR MORE THAN:

- (a) \$250.00 in the aggregate on paintings, etchings, pictures, tapestries, art glass windows and other works of art (such as but not limited to statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass or bric-a-brac);
- (b) \$250.00 in the aggregate on jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, articles of gold, silver or platinum and furs or any article containing fur which represents its principal value.

3. When the insurance under this policy covers improvements and betterments, such insurance shall cover the Insured's used interest in improvements and betterments to the described building.

- (a) The term "improvements and betterments" wherever used in this policy is defined as fixtures, alterations, installations, or additions comprising a part of the described building and made, or acquired, at the expense of the Insured exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.
- (b) The word "lease" wherever used in this policy shall mean the lease or rental agreement, whether written or oral, in effect as of the time of loss.
- (c) In the event improvements and betterments are damaged or destroyed during the term of this policy by the peril insured against, the liability of the Fund shall be determined as follows:
  - (1) If repaired or replaced at the expense of the Insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed improvements and betterments.
  - (2) If not repaired or replaced within a reasonable time after such loss, that proportion of the original cost at time of installation of the damaged or destroyed improvements and betterments which the unexpired term of the lease at the time of loss bears to the period(s) from the date(s) such improvements and betterments were made to the expiration date of the lease.

- (3) If repaired or replaced at the expense of others for the use of the Insured, there shall be no liability hereunder.

**C. DEBRIS REMOVAL:** This insurance covers expense incurred in the removal of debris of or on the building or contents covered hereunder, which may be occasioned by loss caused by the peril insured against in this policy.

The total liability under this policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this policy to the property covered.

#### PROPERTY NOT COVERED

##### THIS POLICY SHALL NOT COVER

A. Accounts, bills, currency, deeds, evidences of debt, money, coins, medals, postage stamps, securities, bullion, manuscripts, or other valuable papers or records.

B. Fences, retaining walls, seawalls, swimming pools, bulkheads, wharves, piers, bridges, docks; other open structures located on or over water, including boathouses or other similar structures or buildings into which boats are floated; or personal property in the open, unless specifically insured and a premium charged therefore.

C. Land values, lawn, trees, shrubs or plants, growing crops, or livestock; underground structures and equipment including wells, septic tanks or septic systems; those portions of walks, driveways and other paved or poured surfaces outside the foundation walls of the building, unless specifically insured and a premium charged therefore.

D. Aircraft, any self propelled vehicle or machine and motor vehicles (other than motorized equipment pertaining to the service of the premises of the Insured, and not licensed for highway use) including their parts and equipment, trailers on wheels and other recreational vehicles whether affixed to a permanent foundation or on wheels; watercraft including their furnishings and equipment.

E. On and after June 1, 1982 with respect to any building located outside of a coastal high hazard area, solid, non-load bearing walls, open, wood constructed lattice "breakaway" walls, insect screening or other "breakaway" walls any personal property or other contents, and machinery or equipment servicing the building when any of the foregoing items:

- (i) Are not contained within the foundation walls of the described building (except for machinery and equipment servicing the building); or
- (ii) Are in the open (except for machinery and equipment servicing the building); or
- (iii) Are contained below the lowest floor used for rating the building order to calculate the premium amount to be paid for this policy; or
- (iv) In case of a building rated with Emergency Program or PreFIRM rates, were placed in the areas described in (i) or (ii) or (iii) above, on or after June 1, 1982.

The terms, "machinery or equipment," for purposes of this paragraph "E", include, but are not limited to, heating equipment, water heaters, air conditioning equipment and air ducts.

F. Buildings and their contents, including machinery and equipment, which are part of the building, where more than 49 percent of the actual cash value of such buildings is below ground, unless the lowest level is at or above the base flood elevation (in the Regular Program) or the adjacent ground level (in the Emergency Program) by reason of earth having been used as an insulation material in conjunction with energy efficient building techniques.

G. On and after October 1, 1982, a mobile home located with a FEMA designated Special Flood Hazard Area that is not affixed

to a permanent site (anchored) to resist flotation, collapse or lateral movement by providing over-the-top frame ties to ground anchors or that otherwise meet the community's flood plan management requirements.

H. Units which are primarily containers, rather than buildings (such as gas and liquid tanks, chemical or reactor container tanks or enclosures, brick kilns, and similar units) and their contents (Silos and grain storage building including their contents, may be insured even though they may be of container-type construction), unless specifically insured and a premium charged therefore.

I. A mobile home and its contents located with a FEMA designated coastal high hazard area (Zones V1-V30 on a FEMA Flood Insurance Rate Map) which is not located in a mobile home park or subdivision in existence and open for business prior to June 1, 1982.

#### DEDUCTIBLES

A. With respect to loss to the building, appurtenant structures, and debris removal covered hereunder, the Fund shall be liable for only that portion of the loss in any one occurrence which is in excess of the deductible shown on the declaration page.

B. With respect to loss to contents or debris removal covered hereunder or to expenses, incurred under paragraph "F" of "Perils Excluded," the Fund shall be liable for only that portion of the loss in any one occurrence which is in excess of the deductible shown on the declaration page.

C. In the case of reasonable expenses incurred in the removal of an insured mobile home or personal property from the insured premises away from the peril of flood, the amount of the deductible shall be the amount shown on the declaration page.

#### GENERAL CONDITIONS AND PROVISIONS

**A. PAIR AND SET CLAUSE:** If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.

**B. CONCEALMENT FRAUD:** This entire policy shall be void if, whether before or after a loss, the Insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

**C. OTHER INSURANCE:** The Fund shall not be liable for a greater proportion of any loss, less the amount of deductible, from the peril of flood than the amount of insurance under this policy bears to the whole amount of flood insurance (excluding therefrom any amount of "excess insurance" as hereinafter defined) covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not.

In the event that the whole amount of flood insurance (excluding therefrom any amount of "excess insurance" as hereinafter defined) covering the property exceeds the maximum amount of insurance permitted under the provisions of the National Flood Insurance Act of 1968, or any acts amendatory thereof, it is hereby understood and agreed that the insurance under this policy shall be limited to a proportionate share of the maximum amount of insurance permitted on such property under said Act, and that a refund of any extra premium paid, computed on a pro rata basis, shall be made by the Fund upon request in writing submitted not later than 2 years after the expiration of the policy term during which such extra amount of insurance was in effect.

"Excess Insurance" as used herein shall be held to mean insurance of such part of the actual cash value of the property as is in excess of the maximum amount of insurance permitted under said Act with respect to such property.

**D. ADDED AND WAIVER PROVISIONS:** The extent of the application of insurance under this policy and of the contribution

to be made by the Fund in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of the Fund relating to appraisal or to any examination provided to herein.

#### **E. VOIDANCE, REDUCTION OR REFORMATION OF THE COVERAGE:**

1. **VOIDANCE:** This policy will be void and of no legal force and effect in the event that any one of the following conditions occurs:
  - a. The property listed on the application is not eligible for coverage, in which case the policy is void from its inception;
  - b. The Insured or the Insured's agent has (i) sworn falsely or (ii) fraudulently or willfully concealed misrepresented any material fact (including facts relevant to the rating of this policy) in the application for coverage, or in connection with the submission of any claim brought under the policy, in which case this entire policy shall be void as of the date the wrongful act was committed and coverage prior to the date of the wrongful act shall not be affected, provided, refunds of premium, if any, shall be subject to offsets for the Fund's administrative expenses (including the payment of agent's commissions through prior policy years, if any) in connection with the issuance of the policy;

**F. CONDITIONS SUSPENDING OR RESTRICTING INSURANCE:** Unless otherwise provided in writing added hereto, the Fund shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the Insured, provided, however, this insurance shall not be prejudiced by any act or neglect of any person (other than the Insured), when such act or neglect is not within the control of the Insured.

**G. ALTERATIONS AND REPAIRS:** Permission is granted to make alterations, additions and repairs, and to complete structures in course of construction. In the event of loss hereunder, the Insured is permitted to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the Insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by the peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that in case loss occurs the Insured shall protect the property from further damage.

**H. PROPERTY OF OTHERS (SERVANTS AND GUESTS ONLY):** Unless otherwise provided in writing hereto, loss to any property of others covered under this policy shall be adjusted with the insured for the account of the owners of said property, except that the right to adjust such loss with said owners is reserved to the insured. Any such insurance under this policy shall not insure directly or indirectly to the benefit of any carrier or other bailee for hire.

**I. LOSS CLAUSE:** Payment of any loss under this policy shall not reduce the amount of insurance applicable to any other loss during the policy term which arises out of a separate occurrence of the peril insured against hereunder; provided, that all loss arising out of a continuous or protracted occurrence shall be deemed to constitute loss arising out of a single occurrence.

**J. MORTGAGE CLAUSE (APPLICABLE TO BUILDING ITEMS ONLY AND EFFECTIVE ONLY WHEN POLICY IS MADE PAYABLE TO A MORTGAGEE (OR TRUSTEE) NAMED IN THE APPLICATION AND DECLARATIONS FORM ATTACHED TO THIS POLICY):**

Loss, if any, under this policy, shall be payable to the aforesaid as mortgagee (or trustee) as interest may appear under all present or future mortgages upon the property described in which the aforesaid may have an interest as mortgagee (or trustee,) in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, nor by any foreclosure or other proceedings, or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided, also, that the mortgagee (or trustee) shall notify this Fund of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

If this policy is cancelled by the Fund, it shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after written notice to the mortgagee (or trustee) of such cancellation and shall then cease, and the Fund shall have the right, on like notice, to cancel this agreement.

Whenever the Insured shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefore existed, the Fund shall to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

**K. MORTGAGEE OBLIGATIONS:** If the Insured fails to render proof of loss, the name mortgagee (or trustee), upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions of this policy relating to appraisal and time of payment and of bringing suit.

**L. LOSS PAYABLE CLAUSE (APPLICABLE TO CONTENTS ITEMS ONLY):** Loss, if any, shall be adjusted with the Insured and shall be payable to the Insured and loss payee as their interests may appear.

**M. REQUIREMENTS IN CASE OF LOSS:** The Insured shall give written notice, as soon as practicable, to the Fund of any loss, protect the property from further damage, forthwith separate the damages and undamaged property and put it in the best possible order. Within 60 days after the loss, unless such time is extended in writing by the Fund, the Insured shall render to the Fund a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following: the time and origin of the loss, the interest of the Insured and of all others in the property, actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss. The Insured, at the option of the Fund, may be required to furnish a complete inventory of the destroyed, damages, and undamaged property, showing in detail quantities, cost actual cash value and amount of loss claimed, and verified plans and specifications of any building, fixtures or machinery destroyed or damaged.

The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Fund all that remains of any property herein described, and submit to examinations under oath by any person named by the Fund, and subscribe

the same, and, as often as may be reasonably required, shall produce for examination all book of account, bills, invoices and other vouchers or certified copied thereof if originals be lost, at such reasonable time and place as may be designated by the Insured or its representative, and shall permit extracts and copies thereof to be made.

**N. APPRAISAL:** In case the Insured and the Fund shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the Insured or the Insurer, such umpire shall be selected by a judge of a court of record in the State in which the insured property is located. The appraisers shall then appraise the loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with the Insurer shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid the parties equally.

**O. OPTIONS:** It shall be optional with the Fund to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or

damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required

**P. ABANDONMENT:** There shall be no abandonment to the Fund of any property.

**Q. WHEN LOSS PAYABLE:** The amount of loss for which the Insurer may be liable shall be payable 60 days after proof of loss, as herein provided, is received by the Insurer and ascertainment of the loss is made either by agreement between the Insured and the Fund expressed in writing or by the filing with the fund of an award as herein provided.

**R. ACTION AGAINST THE FUND:** No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within 12 months next after the date of mailing of notice of disallowance or partial disallowance of the claim.

**S. SUBROGATION:** In the event of any payment under this policy, the Fund shall be subrogated to all the Insured's rights of recovery therefore against any party, and the Fund may require from the Insured an assignment of all rights of recovery against any party for loss to the extent that payment therefore is made by the Fund. The Insured shall do nothing after loss to prejudice such right.

INSURANCE RESERVE FUND

By 

Director