

# HomeGuard Incorporated

Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

Sincerely Yours,



Curtis Reese  
Vice President  
General Manager

## Schedule your repairs today...



**We get the work done  
when you need it!**



**We will expedite all  
required paperwork!**



**HomeGuard stands  
behind its repairs!**

Contact the HomeGuard Repair Team at 855-331-1900 or  
email us [HGRepairs@HomeGuard.com](mailto:HGRepairs@HomeGuard.com)



## Roof Inspection Report

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**2623 Anywhere Street, Hometown**

**Ordered by: John Doe**  
2623 Anywhere Street  
Hometown, CA 99999

**Inspected by:**

A handwritten signature in blue ink, appearing to read 'Walter Backeroff'.

Walter Backeroff  
January 1, 2020  
Reg. No: HIS-100514-SP

**SCOPE OF THE INSPECTION:**

The roof of the dwelling at the above property has been inspected by a qualified inspector employed by HomeGuard Incorporated. The professional opinion of the inspector contained in this report is solely an opinion and does not constitute a warranty or guarantee. The inspector has inspected all exterior roof components and documented in general terms the type of roof, its intended life and overall condition at the time of this inspection. Where accessible, HomeGuard Incorporated has noted all conditions that may compromise any inspected roof component's ability to shed water and/or realize its intended life. Verification of actual roof performance and/or troubleshooting of existing conditions, such as water testing, are NOT included in the scope of our inspection unless specifically requested and mentioned in our report. This inspection should not be considered a guarantee of actual roof performance, as performance is contingent upon the condition of internal system components not accessible to our inspector. This roof was not inspected for conformance to local building codes. The inspector has not inspected the attic area nor did the inspector perform a visual interior inspection looking for past or present roof performance issues. All present and prior disclosures along with other inspection reports should be reviewed and addressed prior to the close of escrow.

**GENERAL DESCRIPTION:**

Unless specifically mentioned in this report, the following are NOT included in this report: decks, balconies, detached structures, patio covers, out buildings, sheds and bonus rooms. The structure is a one story single family residence. The roof is a concrete tile, installed over spaced sheathing with no felt membrane. Although not allowable by today's building codes, this roof system was installed within acceptable standards at the time of original construction. Due to the lack of felt underlayment water penetration at the underside of the tiles is possible during conditions of excessive wind and rain. A roof system of this type requires periodic repair and maintenance work. Repair work is what we deem necessary and is not intended to correct all material and/or application flaws. The pitch of the roof appears to be 5:12. The typical life expectancy of this roofing material is 40 to 50 years. The estimated remaining serviceable life of the roof is 10 years. The overall condition of the roof is fair.

**FINDINGS:**

1. Debris was noted to be collecting in the gutter system. The owner is advised to contact a sheet metal contractor, or someone in this line of work, to inspect the gutter system and make recommendations and/or repairs deemed necessary. (See Photo 1)
2. Roof overview: (See Photo 5)
3. The rake to ridgeline intersection is lacking a proper seal and appears vulnerable to leakage. (See Photo 6) (See Photo 7) (See Photo 8)

**RECOMMENDATION:**

Seal the rake to ridgeline intersection where necessary.

4. Debris is impeding water travel at the valley. (See Photo 9)

**RECOMMENDATION:**

Remove debris from the valley.

5. During the course of this inspection we noted cracked and broken field tile(s). (See Photo 10) (See Photo 11) (See Photo 12)

**RECOMMENDATION:**

Repair and/or replace cracked and broken field tile(s) where we deem necessary.

6. Debris has collected behind the chimney and may cause to water to backup into the structure. Poor drainage can cause premature wear and tear and subsequent leakage. (See Photo 2)

**RECOMMENDATION:**

Clear chimney of debris, where needed to ensure proper drainage.

7. During the course of this inspection we noted unsecured field tile(s). (See Photo 3)

**RECOMMENDATION:**

Repair and/or replace unsecure field tile(s) where we deem necessary.

8. The plumbing jack flashing are not adequately sealed at the collars. (See Photo 4)

**RECOMMENDATION:**

Seal all plumbing vent collars where needed to ensure a watertight condition.

**SUMMARY:**

Finding numbers 3, 4, 5, 6, 7 and 8 listed above must be corrected to ensure a watertight condition. The cost to repair these items is \$1,120.00. This bid is for the conditions listed, which existed on the date of our inspection. If any contractor performs repairs on the eave, rafters or fascia or if work is performed on the structure which causes damage to the roof covering a supplemental bid will be issued upon request.

## Report Photographs

The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. Please contact HomeGuard if you have any questions.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12

# HOME IMPROVEMENT CONTRACT AUTHORIZATION AGREEMENT

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor before any work may be started.

HomeGuard Incorporated is authorized to proceed with the work outlined in the recommendations of the roof report no. 480101 for the property located at 2623 Anywhere Street, Hometown.

## CONTRACT PRICE

Owner shall pay HomeGuard, Incorporated the fixed sum of \$\_\_\_\_\_ (the "contract price") for the work to be performed under this contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to allowances as provided in the below paragraphs.

## DESCRIPTION OF THE PROJECT AND THE DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED

Reference the attached report for a description of the project and the materials to be used.

## APPROXIMATE START AND COMPLETION DATE

The work to be performed under this contract shall be commenced on approximately \_\_\_\_\_ (work start date), The project shall be completed by approximately \_\_\_\_\_ (work completion date), subject to permissible delays as defined in this contract, or by weather conditions.

### **HOMEGUARD INCORPORATED AGREES:**

1. To perform all repairs in a workmanlike manner. We assume no responsibility for work performed by others.
2. To be bound to perform this work for the price quoted above for a period of 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any plants or other life.
4. This contract carries commercial general liability insurance written by Accord Insurance. You may call the insurance company at 925-244-7700 to check the contractor's insurance coverage.
5. HomeGuard Incorporated carries workers' compensation insurance for all employees.

### **OWNER OR OWNER'S AGENT AGREE:**

1. To pay for services rendered including any additional services requested, upon completion of work.
2. To pay a service charge of 1.5% per month or portion of any month beyond 30 days after completion.
3. To grant HomeGuard Incorporated a security interest in the above described real property to secure payment of the sum for work and/or inspection(s) completed.
4. Not to hold HomeGuard Incorporated responsible for any acts of God.

### **BOTH PARTIES AGREE:**

1. If additional damage is discovered by HomeGuard Incorporated during the performance of work, the company agrees to notify the owner or owner's agent of the amount of the damage and the cost to perform the additional work. This work will be performed upon written authorization.
2. If any additional work is deemed necessary by the local building inspector, said work will not be performed without authorization from the owner or owner's agent.

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## LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT

The following notices are included in the attachment:

- Commercial general liability insurance.
- Workers' compensation insurance.
- Performance of extra or change order work notice.
- Mechanic's lien warning.
- Contractor's Board notice.
- Cancellation notice.
- Notice of Three-day right to Cancel.

By initialling the owner acknowledges receipt of attached documents. Initials \_\_\_\_\_

## NOTICE OF THREE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within 3 business days. You may cancel by emailing, mailing, faxing or delivering a written notice to the HomeGuard Incorporated at 58 Wright Brothers Avenue, Livermore, CA 94551 by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you receive a signed copy of the contract and this notice.

If you cancel, HomeGuard Incorporated must return to you anything you paid within 10 days of receiving the notice of cancelation. For your part, you must make available to HomeGuard Incorporated at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with HomeGuard Incorporated's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to HomeGuard Incorporated and HomeGuard Incorporated does not pick them up within 20 days of the date of your notice of cancelation, you may keep them without any further obligation. If you fail to make the goods available to HomeGuard Incorporated, or if you agree to return the goods to the HomeGuard Incorporated or fail to do so, then you remain liable for performance of all obligations under the contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## NOTICE TO OWNER - MECHANICS LIEN

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the County Recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who help to improve your property may record mechanic's liens and sue you in court to foreclose the lien. If the court finds the lien valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice". This notice is not a lien. The purposes of the notice is to let you know that a person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The preliminary notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the preliminary notices. You will not get preliminary notices from your prime contractor or from laborers who work on your project. The law assumes that you already know that they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all these subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods and materials. Then wait 20 days, paying attention to the preliminary notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your subcontractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a preliminary notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-2752.

**Remember if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the for sale of your home to pay what you owe.**

### **INFORMATION ABOUT CONTRACTOR'S STATE LICENSE BOARD (CSLB)**

CSLB is the State Consumer Protection Agency that licenses and regulates construction contractors. Contact CSLB for information about the license contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually 4 years), CSLB has authority to investigate the complaint. Licensed contractors are regulated by laws designed to protect the public. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in a civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information; Visit CSLB's web site at [www.cslb.ca.gov](http://www.cslb.ca.gov), or call 1-800-321-2752, or write at PO Box 26000, Sacramento, CA 95826

## NOTICE TO OWNER - HOME INSPECTION

If a Home Inspection has been or will be performed by HomeGuard Incorporated on this property, the following consumer disclosure applies:

(A) The same company that performs the roof inspection and roof repairs will perform the home inspection on the same property.

(B) Any repairs that are authorized by the consumer are for the repairs identified in the roofing contractor's roof inspection report

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## NOTICE TO OWNER - LEAK-FREE WARRANTY

HomeGuard warrants roof components, designed as such, to be free of readily apparent defects. If leakage should occur due to a readily apparent defect, HomeGuard Incorporated will repair the covered roof components at no charge within thirty (30) days of notification. The exceptions and exclusions from the terms of this warranty are as follows:

1. HomeGuard Incorporated is not responsible for any interior or exterior damage caused by any leak that may develop.
2. HomeGuard Incorporated is not responsible for removal of standing water after roof work has been completed.
3. HomeGuard Incorporated is not responsible for leaks caused by vandalism, work performed by others, or acts of God.
4. HomeGuard Incorporated is not responsible for leaks caused by accumulated debris on the roof.
5. HomeGuard Incorporated is not responsible for leaks in gutter systems, sidewalls or roof area under solar systems unless specifically warranted in the repair contract.
6. HomeGuard Incorporated is not responsible for leaks that are the result of inadequate protection caused by the original manufacturer's specifications.

At no time does HomeGuard Incorporated warrant the performance and/or condition of the following: proprietary roofing systems, metal/metallic roofing systems, deck coatings, corrugated roof covers, patio covers, patio decks, internal roof components, tar and gravel roofs, exterior structural components, or roof slopes under 2:12.

Claims under this warranty must be reported to HomeGuard Incorporated within three (3) days of the discovery of the leak.

**The minimum service charge for any work is \$295. HomeGuard Incorporated will certify the roof to be leak-free for a period of 1 year after the corrective repairs noted below have been performed by HomeGuard.**

### Corrective items:

**\$1,120.00**

**Items 3, 4, 5, 6, 7, 8**

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### BINDING ARBITRATION PROVISION

Any dispute, claim, or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, or validity thereof including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the county of the property mentioned in this contract before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgement on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties agree that the arbitrator shall be a retired judge from the county in which the arbitration takes place.

### NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**The amount due will be payable upon completion of work. It is understood that the contract price does not include the charge of the inspection report or re-inspection fees. Inspection number 480101 is attached hereto and incorporated herein:**

OWNER OR OWNERS AGENT    DATE: \_\_\_\_\_ BY: \_\_\_\_\_, HomeGuard Incorporated

X \_\_\_\_\_ DATE \_\_\_\_\_ ESCROW OFFICER: \_\_\_\_\_

Print Name \_\_\_\_\_ ESCROW PHONE NO: \_\_\_\_\_

Phone No \_\_\_\_\_ ESCROW CO/NO: \_\_\_\_\_

email \_\_\_\_\_

Name of person providing access \_\_\_\_\_ Phone Number \_\_\_\_\_

### NOTICE OF DELAYED PAYMENT ACCOMMODATION FEE

The charges listed in this contract are due upon the completion of work, however HomeGuard Incorporated can accommodate the escrow process/ delayed payment option and bill directly to escrow if so desired. The fee structure for any delayed billing, is as follows: total work under \$500.00 is \$65.00; total work between \$500.00 and \$2000.00 is \$95.00; total work above \$2000.00 is \$135.00. The delayed payment accommodation fee will be waived when payment is received by HomeGuard Incorporated within five (5) days of issuance of the Notice of Completion.

**PLEASE BE SURE TO SIGN AND SEND ALL PAGES**

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## NOTICE OF CANCELLATION

\_\_\_\_\_  
(ENTER DATE OF TRANSACTION)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, email, fax or deliver a signed and dated copy of this cancellation notice, or any other written notice to: HomeGuard Incorporated, 58 Wright Brothers Avenue, Livermore, CA 94551 not later than midnight of \_\_\_\_\_ (date).

I hereby cancel this transaction \_\_\_\_\_ (date)

\_\_\_\_\_  
(Owners Signature)



Invoice Date: 2/21/2019

Invoice No: LIV662361R

**Invoice**

<b>Bill To:</b>		
John Doe 2623 Anywhere Street Hometown, CA 99999		
<b>Property Information:</b>		
Address:	2623 Anywhere Street Hometown CA, 99999	
Report No.	480101	
Escrow No.		
<b>Billing Information:</b>		
Inspection:	2/20/2019 Complete	\$0.00
Notice of Completion:		\$0.00
Other:		\$0.00
Total Due:		\$0.00

**DUE UPON RECEIPT - Please remit to: 510 Madera Ave., San Jose, CA 95112**

**There is a \$25 fee for all returned checks.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 Edgewood Partners Insurance Centers (EPIC) [San Ramon - Branch ID 14394] P. O. Box 5003  San Ramon, CA 94583	1-925-244-7700	CONTACT NAME: Certificates Department PHONE (A/C. No. Ext): 925-244-7700 E-MAIL ADDRESS: EPICcerts@epicbrokers.com	FAX (A/C. No): 925-901-0671
INSURED HomeGuard Incorporated  510 Madera Avenue  San Jose, CA 95112		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NEW YORK MARINE & GEN INS CO	NAIC # 16608
		INSURER B: OHIO CAS INS CO	24074
		INSURER C: TRAVELERS CAS INS CO OF AMER	19046
		INSURER D: CYPRESS INS CO	10855
		INSURER E: LANDMARK AMER INS CO	33138
		INSURER F: EVANSTON INS CO	35378

**COVERAGES**

CERTIFICATE NUMBER: 57468465

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD DED: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PK201900008495	10/01/19	10/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA056159233	10/01/19	10/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP41M8415619NF	10/01/19	10/01/20	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HOWC013887	10/01/19	10/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional /E&O - NHD			LHR838537	10/01/19	10/01/20	\$1M Ea C1m/\$3M Agg 2,500Ded
F	Professional/E&O Liab			EO877566	10/01/19	10/01/20	\$3M Ea C1m/\$3M Agg 25KDed/75KAgg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

\* EVIDENCE OF COVERAGE \*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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