# California Personal Auto

Revised April 20, 2021



# UNDERWRITING & PRODUCT GUIDE

Underwritten by: Integon Preferred Insurance Company



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# **Contact Information**

Agency Policy Sy	stem	www.natgenagency.com
Agency Policy Sy	stem	www.natgenagency.com

Click to Chat is available on the Policy Summary screen.

### **Customer Service**

Customer Service Phone Number1	-877-468-3466
Customer Service Fax Number1	-877-849-9022
Customer Service e-Mail <u>ser</u>	<u>vice@ngic.com</u>

# 

- Your customers can:
- ✓ View driver, vehicle, and coverage information
- ✓ Make a payment
- Request an ID Card

# **Claims Services**

Report a New Claim (Available 24/7)	1-800-468-3466
Discuss a Pending Claim	1-888-233-4575

# Addresses

#### Correspondence

National General Insurance PO Box 3199 Winston-Salem, NC 27102-3199

#### Payments

National General Insurance PO Box 89431 Cleveland, OH 44101-6431

#### **Overnight Payments**

National General Insurance Attention: Lockbox Operations 800 Superior Ave E. Cleveland, OH 44114

# **Unacceptable Risks**

These provisions do not apply when any driver on the policy qualifies as a Good Driver as defined in California Insurance Code section 1861.025 and the vehicles insured are private passenger auto type as defined in section 660 of the California Insurance Code.

Multiple National General Insurance policies in the same household are unacceptable unless:

- A child owns their own vehicle or
- Unrelated residents/roommates are living in the same household.
- **Note**: If two National General Insurance policies are written in the same household, the driver with lower limits must be excluded from the policy with higher limits.

When a household has policies from multiple insurance carriers, the household members who do not have a National General Insurance policy should be listed on the National General Insurance policy as "Other Insurance."

#### **Unacceptable Drivers**

The following drivers are ineligible for coverage:

- Driver without a verifiable garaging address
- Driver not residing in the state of California a minimum of seven months of the year
- Driver or household member previously convicted of insurance fraud
- Driver with more than 20 points in the last 36 months
- Driver with a permanently revoked or suspended driver license, unless a financial responsibility filing is made.
- Driver with less than 18 months U.S. driving experience unless a child on parent's policy or a driver with a foreign driver license.

# **Unacceptable Vehicles**

When a vehicle is classified as unacceptable and the policy qualifies as a Good Driver policy, a completed inspection form is required to write Physical Damage coverage.

The following vehicles are not eligible for coverage:

- Vehicles not garaged in California a minimum of seven months of the year.
- Vehicles primarily garaged in the District of Columbia, Hawaii, Massachusetts, Michigan, New Jersey, or New York or outside the U.S.
- Vehicles that do not have a title or are not licensed for street use.
- Kit cars and dune buggies.
- Flatbed trucks, stake trucks, dump trucks, cutaway vans, and all other commercial type trucks.
- Salvage title vehicles are unacceptable for Physical Damage coverage.
  - **Note:** Salvage title vehicles are acceptable for Liability and Physical Damage coverage when all drivers qualify for California Good Driver and must be quoted when requested.
- Vehicles with physical damage that have a model year of 1980 or older.
- Vehicles with physical damage that have a Comprehensive coverage National General Insurance VIN symbol of 33 or greater.
- Vehicles leased or rented to other drivers by the named insured.
- Vehicles regularly available to drivers not listed on the policy
- Vehicles insured for stated amount.
- Vehicles with altered suspension or a modified engine.
- Vehicles used for Artisan Use and visits more than two job sites a day.
- Any van, pickup truck, or utility vehicle used in business unless it meets Artisan Use guidelines.
- Vehicles used for the following: emergency; racing; livery; delivery/pick up of goods (including, but not limited to, delivering magazines, newspapers, and pizza); limousine and taxi service; hauling explosives.
- Vehicles equipped with cooking equipment or a bathroom.
- Vehicles equipped with snow removal equipment. No exceptions even for personal use on private property.
- Vehicles with a load capacity greater than one ton. Those risks should be referred to our Commercial Vehicle Program.
- Vehicles that have been declared a total loss.
- Vehicles with Original Cost New (OCN) greater than \$150,000.

• Any make/model listed below:

Make	Model	Make	Model
ARO	All Models	Laforza	PSV-L4
Aston Martin	All Models	Lamborghini	All Models
Audi	RS6, R8 Quattro	Lexus	LFA
Avanti	All Models	Lotus	All Models (except Elise, Exige, and Evora)
Bentley	All Models	Maserati	All Models
BMW	Z8	Maybach	All Models
Bricklin	All Models	McClaren	All Models
Bugatti	All Models	Mercedes	B F-CELL, CL63 AMG, CL65 AMG, CL600, SL600, SL63 AMG, SL65 AMG, S63 AMG, S65 AMG, S600, SLR, SLR McLaren, SLS AMG
Cadillac	All Hearses and Limousines	Morgan	All Models
Callaway	C12	Mosler	All Models
Checker	All Models	Nissan	All Stillen models
Chevrolet	Lingenfelter, Hammer, and Mallet Corvettes; Grummans	Panoz	All Models
Chrysler	All Limousines	Pantera	All Models
Delorean	All Models	Pontiac	Lingenfelter Trans Am
Dinan	All Models	Porsche	All Ruf Models, 911 GT2 RS, 911 GT3 RS, 911 Turbo, 911 Turbo S, Carrera GT
Dodge	Shelby Durango	Rolls Royce	All Models
Electric Vehicles	All Makes (except Chevy Volt and Nissan Leaf)	Roush	All Roush Mustangs
Ferrari	All Models	Ruf	All Models
Ford	All Saleen Mustangs, Ford GT	Saleen	All Models
GEM	All Models	Shelby	Cobras and Series 1
Hennessey	All Viper Models	Smart Cars	All Models (except Fortwo)
Honda	EV, FCX	Spyker	All Models
Hummer/American General	H1, Humvee	Tesla	All Models
Jensen	All Models	Toyota	All HKS Enhanced Supra Turbos
Lada	All Models	Vector	All Models

# Coverages

The system will display available coverage limits automatically.

# Liability

### **Bodily Injury/Property Damage**

- Required on all motorized vehicles on a policy.
- Limits must be the same for all vehicles on a policy.
- Required on named non-owner policies.
- Bodily Injury and Property Damage coverages must be written together.

#### **Medical Payments**

- An optional coverage that pays for reasonable medical and funeral expenses incurred by the insured, family members, and passengers as a result of an auto accident regardless of fault.
- Limits must be the same for all vehicles on a policy.
- Bodily Injury coverage is required.

#### **Uninsured/Underinsured**

#### Uninsured Motorist/Underinsured Motorist Bodily Injury (UM/UIM BI)

- Required on all motorized vehicles with Bodily Injury coverage unless rejected.
- Limits cannot exceed Bodily Injury limits.
- Limits must equal Bodily Injury limits unless lower limits are selected in writing.
- Limits must be the same for all vehicles on a policy.
- Bodily Injury/Property Damage coverages are required.

#### **Uninsured Motorist Property Damage**

- UM/UMBI coverage is required.
- Limits must be the same for all vehicles on a policy.

#### Physical Damage

#### **Comprehensive/Collision**

- Vehicles with model year 1980 and older are not eligible for Comprehensive and/or Collision coverage — unless all drivers on the policy are Good Drivers.
- Comprehensive and Collision coverages are required on any vehicle with a Loss Payee.
- Different deductibles are allowed.
- Comprehensive coverage is required on a vehicle in storage.
- Collision coverage requires Comprehensive coverage on a policy.

# Additional Customized Equipment and Parts (ACEP)

- Provides physical damage protection for any permanently installed add-on equipment that was not
  installed by the original automobile manufacturer and may be purchased for any vehicle covered by
  both Comprehensive and Collision coverages.
- Maximum coverage is \$5,000.
- Coverage is provided up to the lesser of actual cash value, actual cost to repair, or declared value.
- Before ACEP coverage applies to additional equipment, the equipment must be listed on the application and the proper premium paid.
- Comprehensive coverage is required.

#### **Rental Reimbursement**

- Reimburses the insured for rental expenses incurred while a covered vehicle is being repaired as the result of an accident.
- Comprehensive and Collision coverages are required on the vehicle.
- Limits must be the same for all vehicles on a policy.
- Coverage can only be added mid-term when there is a vehicle change on the policy.

# **Towing & Labor**

- Reimburses the costs incurred for mechanical labor and towing to a nearby facility for each disablement on a covered vehicle — subject to a maximum limit each policy term.
- When one vehicle has Towing & Labor coverage, then all vehicles on the policy are required to have Towing & Labor coverage.
- Comprehensive and Collision coverages are required on the vehicle.
- Limits must be the same for all vehicles on a policy.
- Coverage can only be added mid-term when there is a vehicle change on a policy.

# Mexico Coverage

Mexico Coverage is not available.

# Value Coverage

Provides reduced coverages at a discounted rate.

- Business Use vehicles are unacceptable.
- Physical Damage coverage and Medical Payments coverage are not applicable when the driver:
  - Is driving under the influence of any alcoholic beverage, drug, or any combination of the two or
  - Does not have valid U.S. or foreign driver license.
- Rental Reimbursement coverage is not available in the Value Coverage Program.
- Coverage does not apply to non-owned vehicles.
- Coverage only applies to drivers who are listed on the policy Declarations Page. Minimum limits of Liability Only will be provided to permissive users who are not household members.
- The deductible will double when a loss occurs within 60 days of new business, reinstatement, or renewal reinstatement with a lapse effective date. (See **Double Deductible** below.)
- Storage Protection is not available.
- A "cash out" option is not available in lieu of repairing a vehicle due to damage from an accident.
- To receive full coverage, must use a Direct Repair Program (DRP) shop to repair vehicle. If insured does not use a DRP shop, National General Insurance will pay only 80 percent of the cost of the repairs.
- To be eligible for coverage, any auto theft claims must be reported to proper authorities within 48 hours of the theft.
- To obtain coverage for a new vehicle, it must be added to the policy within 72 hours of taking ownership.
- Stereo equipment is covered up to \$500 for OEM-installed equipment only.
- A \$7 fee will be included in the installment amount for Electronic Funds Transfer (EFT)/Auto Pay Checking/Saving payment method. A \$12 fee will be included in the installment amount for Electronic Funds Transfer (EFT)/Auto Pay – Credit Card and all other payment methods (versus \$2 for Electronic Funds Transfer (EFT)/Auto Pay – Checking/Saving and \$9 for Electronic Funds Transfer (EFT)/Auto Pay – Credit Card and all other payment methods in the Standard Program).
- A \$3 Endorsement fee will be charged for any endorsement that alters the premium. (An Endorsement fee is not charged in the Standard Program.)

#### **Double Deductible**

If a loss occurs within the first 60 days after the new business, reinstatement, or renewal reinstatement with a lapse effective date, the deductible shown on the Declarations Page will be doubled. After 60 days, the deductible shown on the Declarations Page will apply.

#### Example:

- The Declarations Page shows \$500 deductible with Double Deductible endorsement. If a claim occurs within 60 days of the new business, reinstatement, or renewal reinstatement with a lapse effective date, then \$1,000 deductible will be applied.
- If a claim occurs more than 60 days after the new business, reinstatement, or renewal reinstatement with a lapse effective date, then \$500 deductible will be applied.

The Double Deductible endorsement can be removed for any vehicle on the policy. However, if it is removed during the first 60 days after the new business, reinstatement, or renewal reinstatement with a lapse effective date, a premium increase will occur.

# **Discounts**

The system will request proof documentation required to retain a discount automatically.

# **Anti-Theft Recovery Device**

Available to each vehicle equipped with one of the following:

- A generic passive anti-theft deterrent system
- A generic active recovery or tracking device
- A factory-installed recovery or tracking device.

The Factory-Installed Anti-Theft and Recovery discount will be applied when a vehicle is equipped with an activated factory-installed tracking system.

# **Good Driver**

When all drivers on a policy meet the following Good Driver Discount criteria, the policy will be placed in our Good Driver Program:

- **Note:** When a Good Driver is not eligible for a Good Driver Discount policy because of the driving record or years of driving experience of another person on the policy, that person can be excluded. (Drivers who have had their driver license suspended within the previous 36 months are not eligible for the California Good Driver Discount.)
  - Have a valid U.S. driver license or foreign driver license and
  - Have been continuously licensed for the past 36 months with a minimum of 18 months of U.S. or Canada driving experience and a minimum of 36 months total driving experience and
  - Have no more than one DMV violation point during the past 36 months and
  - Have not have been convicted of driving under the influence of any alcoholic beverage or drugs or any combination of the two within ten years immediately preceding the policy effective date.
- **Note:** In order to use a foreign driver license to qualify for the Good Driver Discount, we must receive a copy of the foreign driver license showing the following:
  - Country issuing the driver license
  - Driver license issue date and expiration date
  - Driver name and date of birth.

When an applicant submits a copy of a foreign driver license to obtain the Good Driver Discount, contact the California Product Manager on how to process the discount.

The Good Driver Discount is applied to an extra vehicle when all drivers on a policy qualify for the Good Driver Discount.

# Good Student

Available when a Rated driver:

- Has less than 5 years experience and
- Is enrolled as a full-time student in a high school, college, technical/vocational school, or university and
- Is on the Honor Roll, Dean's List, or comparable list, holds a B (3.0) or better average, or academically ranks in the upper 20th percentile of their class.

#### **Mature Driver**

Available when the principal driver of a vehicle:

- Is 55 years of age or older and
- Has successfully completed a qualifying Motor Vehicle Accident Prevention Course within 36 months of the policy inception date and

**Note:** A driver is not eligible for this discount if they take the course as a result of an order or sentence imposed by the court.

Has no accidents or violations in the previous 36 months.

The discount will be removed when the driver is involved in an at-fault accident or convicted of a moving violation or an alcohol/narcotics-related violation within three years after the course completion.

Applied to extra vehicles on the policy when all drivers on the policy qualify for the discount.

#### **Multi-Car**

Available to all vehicles on a policy when:

- The policy covers more than one PPA-type vehicle or one PPA-type vehicle with at least one motorized RV-type vehicle.
- All vehicles must be listed on the same policy and primarily driven by persons living in the same household.

# **Multi-Policy**

Applied when the insured has another in-force policy with National General Insurance, (e.g., personal auto, motorcycle, commercial).

#### **Occasional Driver**

Applied to a vehicle operated by a driver who has less than five years driving experience when the number of drivers with five years or more driving experience is equal to or greater than the number of vehicles covered on the policy.

#### Persistency

Available when the named insured has had continuous coverage with an affiliate of National General Insurance — complying with the private passenger auto financial responsibility laws — for the previous 36 months. Insureds absent from the state due to military service may have a lapse in coverage up to 24 months.

# **Group Programs**

# **AAA Member Program**

Eligible when the named insured and/or spouse is an active member of the American Automobile Association (AAA).

# **Cornerstone Program**

Eligible when the named insured and/or spouse is not eligible for any of the other Group Programs.

# **Frequent Flyer Program**

Eligible when the named insured and/or spouse is be an active member of a Frequent Flyer Program (FFP).

# Legacy Family Related Program

Eligible when insured and/or spouse has one or more of the following:

- ALLY Auto Lease
- ALLY Auto Loan
- ALLY Demand Note or Smart Note
- ALLY Mortgage
- Select Auto Maker Credit Card.

Or when insured and/or spouse is:

• Select Auto Maker Employee/Retiree.

# **Other Motor Club Program**

Eligible when the named insured and/or spouse is an active member of a motor club other than AAA.

#### **Professional Level 1 Program**

Eligible when the named insured and/or spouse meets the following criteria at policy inception:

#### Firefighter

Must be employed as full-time firefighter. Volunteer firefighters are not eligible.

#### Law Enforcement Officer

Must be employed full-time as one of the following: police officer, customs officer, correctional officer, court officer, probation officer, parole officer, auxiliary officer, highway patrol officer, sheriff, or marshal.

#### Paramedic

Must have a current Emergency Medical Technician (EMT) certificate.

#### Realtor

Must be a practicing member of the American Association of Realtors.

#### **Registered Nurse**

Must have a current registered nurse designation and be employed as a nurse.

#### School Teacher/Educator

Must be a credentialed teacher or educational administrator and be employed full-time at an educational institution.

# **Professional Level 2 Program**

# **College/University Professor**

Must have an advanced degree (Master's degree and/or Doctorate degree) **and** be a full-time employee of an institute of higher learning.

# СРА

Must be an accredited Certified Public Accountant (CPA).

### Dentist

Must have a current license to practice dentistry **and** be practicing.

# Engineer

Must have a Bachelor of Engineering degree and be employed in an applicable field.

#### Lawyer

Must be licensed to practice law and have passed the Bar Exam.

#### **Medical Doctor**

Must have a Doctor of Medicine degree and currently be employed in the medical field.

# Pharmacist

Must be a licensed pharmacist.

# **Professional Aircraft Pilot**

Must have a pilot's license/certification and be employed full-time as an airline pilot.

#### Scientist

Must have a Bachelor's degree in the Biological or Physical Sciences and be employed in an applicable field.

#### Veterinarian

Must be a licensed veterinarian.

# **Quote Information**

# **Accidents and Violations**

# **Experience Period**

The experience period is 36 months or less prior to the policy effective date. The conviction date is used for violations and the occurrence date is used for accidents.

# **Accident Threshold**

Threshold	Amount
Property Damage	\$1,001
Injury	\$0

# **Not-at-Fault Accidents**

Acceptable proof of not-at-fault is:

- A copy of the police report or court documents clearly indicating not-at-fault.
- A letter from the previous carrier.
- A letter from the Agent or from the named insured containing details of not-at-fault, such as:
  - Vehicle involved in the accident was legally parked at the time of the accident.

**Exception:** When the parked vehicle rolls from the parked position, the person who parked the vehicle is responsible.

- Insured was reimbursed 51% or more of the property damage loss by, or on behalf of, the person responsible for the accident **or** has a judgment against such person for 51 percent of the property damage loss.
- Insured's vehicle was struck in the rear by a vehicle headed in the same direction and the insured was not convicted of a moving traffic violation in connection with the accident.
- Vehicle was struck by "a hit-and-run" driver and the accident was reported to proper authority within 24 hours.
- Insured was not convicted of a moving traffic violation in connection with the accident; driver of the other vehicle involved in the accident was convicted of a moving violation in connection with the accident.
- Accident was caused by flying or falling objects such as flying gravel, missiles, or falling objects.
- Accident was caused by contact with animal or fowl.
  - **Exception:** Accidents caused as a result of swerving to avoid hitting an animal or fowl are atfault.
- Accident occurred when using vehicle in response to an emergency when the driver of the vehicle at the time of accident was a paid or volunteer member of any Police or Fire Department, First Aid Squad, or any law enforcement agency. This exception does not include an accident occurring after the vehicle ceases to be used in response to such emergency.
- Accident was a solo vehicle accident that was caused principally by a hazardous condition that a driver would not have noticed or could not have avoided.

Keep these documents in your agency files.

# SR-22 Filings

An SR-22 filing fee per filing will apply to each term in which a filing is maintained. The fee is fully earned in the event of cancellation. Each individual requiring a filing will be charged a fee. A policy with an SR-22 must include Bodily Injury coverage. National General Insurance files an SR-22 form with the state to confirm Liability coverage for a specified driver. Drivers requiring an SR-22 filing cannot be excluded

**Note:** Storage Protection is not available when there is a driver on the policy who requires an SR-22. All vehicles listed on the policy must retain Liability coverage.

#### **Foreign Driver License**

National General Insurance will accept drivers with a foreign driver license. They will be rated using the total number of years driving experience.

#### **Driver Eligibility**

- All household members or non-household members who drive a listed vehicle must be Listed or Excluded.
- The registered owner of the insured vehicles, if a person, must be Rated or Excluded.
- Corporations, partnerships, estates, and receiverships are not acceptable as a named insured.
- Anyone who regularly drives any vehicle listed on the policy (defined as at least 10 percent of that vehicle's usage) must be Rated or Excluded.
- **Exception:** At renewal, in-force policies will renew with the current driver status including Listed, Non-Driver, or Other Insurance. Only Rated and Excluded driver statuses are available for new business policies and when endorsing a new driver on the policy.

#### Rated

At least one named insured or spouse must be a Rated driver. All Rated drivers are evaluated in the various rate calculations.

Rated drivers include:

• Any household member who has a driver license or who is 17 years of age

**Note:** When a listed driver turns 17 years of age, that driver must become a Rated driver — **unless** in another Driver Status category — as of the effective date of the next renewal term whether they have obtained a driver license or not.

- Any non-household member who regularly drives any of the vehicles on the policy at least 10 percent of the vehicle's usage
- Any driver requiring an SR-22 filing.

Drivers who have a revoked, suspended, or canceled driver license **and** who do not have an FR Filing can have any driver status except Rated.

#### Excluded

National General Insurance will exclude any driver from a policy other than the named insured — provided we receive a completed and signed Driver Exclusion form. **Exception:** Individuals requiring a Financial Responsibility filing.

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#### Named Non-Owner

A named non-owner policy provides liability coverage for individuals who do not own a vehicle and who do not have regular or frequent access to any vehicle for personal use. The rating territory is based on the named insured's resident ZIP Code — which cannot be out of state. This coverage is in excess of any other coverage.

- Coverage only applies to non-owned vehicles that are not available for regular use.
- If the named insured is married, the spouse is the only other driver who may be covered on the policy.
- Coverage does not extend to other household members (besides the spouse when named insured is married) or other permissive drivers.
- Vehicles cannot be listed on the policy.
- Only Liability coverage is available.
- Physical Damage coverage is not available.
- Bodily Injury and Property Damage coverages are required.
- Financial Responsibility filings are acceptable.
- Business Use or Artisan Use is not acceptable.
- Discounts and surcharges are applicable.

#### Vehicle and Driver Assignment

Policy premium is determined by assigning the highest rated driver to the newest vehicle, second highest driver to second newest vehicle, and so on.

Highest rated driver refers to the driver whose years driving experience, sex, marital status, and points develop the highest premium. If there are more vehicles than drivers, rate each additional vehicle with the "excess vehicle" factors for variables related to the driver.

#### **Driver Marital Status**

National General Insurance classifies persons who are not legally married as single for rating purposes. Married driver rates are only applied to those legally married and residing in the same household. Drivers who are married but living in separate households, widowed, separated, or divorced are rated as single.

California recognizes domestic partnership for same-sex and different sex couples. Insureds who advise they have a Certificate of Domestic Partnership should be rated as married.

The following items are acceptable proof that marital status is married:

- Certified copy of marriage license.
- Joint state or federal tax filing must be current year or prior year filing.
- Utility bill in both names and billing date within the past 90 days. (Examples of utility bill include gas, electric, water, cable, telephone, cell phone).

**Important:** Verify that the address on the utility bill and the garaging address on the policy are the same.

A photocopy of the proof is acceptable.

# **Garaging Location**

Each vehicle will be rated based on ZIP Code in which the vehicle is principally garaged. Post Office Box ZIP Codes cannot be used for rating. The garaging street address and ZIP Code must be given for all Post Office Box mailing addresses.

For vehicles primarily garaged at the named insured's primary or secondary residence, at least one vehicle must be garaged at the same location for at least seven months of the year.

The following are exceptions to the same location rule:

- Students away from home at school with a vehicle titled in the insured's name.
- Members of the U.S. States military who are stationed out of state.
- Vehicle is garaged out of state and the territory code for that garaging location ZIP Code is an
  acceptable territory. Any vehicle garaged out of state with an unacceptable territory code is
  unacceptable.
  - **Note:** Unacceptable states are District of Columbia, Hawaii, Massachusetts, Michigan, New Jersey, and New York and outside the U.S.

#### **Out-of-State Risks**

An out-of-state risk is a student or member of the U.S. Military who:

- Temporarily resides in a state other than the policy rating state and
- Garages an insured vehicle in that state, but permanently resides in California.

To be an acceptable risk:

- At least one vehicle on the policy must be garaged in California and
- · Liability limits must equal or be greater than minimum required for out-of-state driver and
- UMBI limits equal Liability limits.

Unacceptable states are District of Columbia, Hawaii, Michigan, Massachusetts, New Jersey, and New York and outside the U.S.

#### Leased Vehicles

Vehicles that are leased in the insured's name and are not classified as Business Use or Artisan Use are acceptable at no additional premium. The lessee should be listed as the named insured or spouse and the leasing company as the loss payee/additional interest.

Vehicles leased by an individual for Business Use are acceptable when the usage meets Business Use or Artisan Use guidelines.

#### **Annual Mileage**

Annual mileage is based on the estimated number of miles driven annually for 12 months following policy inception. This is based on the insured's estimate and supporting documentation. The annual miles may be adjusted if proof is not received when requested. When satisfactory proof of annual mileage is provided by the customer within 60 days of the policy effective date, the annual mileage changes should be effective on the term effective date — **not** the date proof is received or date endorsement is processed.

# Vehicle Usage

#### Commute

When a vehicle is used to drive back and forth to work or school.

A vehicle driven part way to and from work or school (e.g., to a railroad or bus depot) is considered driving back and forth — whether or not the vehicle is parked at the depot during the day.

### Pleasure

Means personal use with weekly mileage total.

# **Business Use**

Applies when an insured vehicle is used regularly for business errands or personal transportation related to the driver's employment. Acceptable definitions of Business Use are:

- Vehicles owned or leased by the named insured or spouse and used during the course of business and for personal use. Examples include realtors, clergy, plumbers, carpenters, electricians, and consumer-oriented direct sales and service representatives.
- Vehicles owned by a partnership or corporation and provided to the named insured or spouse for personal use only.

Only one Business Use vehicle is allowed on a policy.

#### Artisan Use

Applies when a vehicle is used to carry tools and incidental supplies from an insured's home to a job site, provided the vehicle is:

- Individually owned or leased by the named insured or spouse.
- Used exclusively by the named insured and family members not employees.
- Used to travel to no more than two job sites per day.
- Not used to pick up or deliver supplies, materials, or goods or to tow a trailer carrying tools or supplies.

Only one Artisan Use vehicle is allowed on a policy.

# **Transaction Guidelines**

# **Binding New Policies**

An Agent in good standing with National General Insurance has the authority to bind coverage according to the terms and conditions in this Guide. New business applications cannot be bound or effective until the following conditions are met:

- The Agent has obtained adequate information to rate the risk accurately and has done so.
- The application and all applicable forms and documents are completed and signed by the applicant and the appointed Agent.
- The down payment has been collected.

All applications must be submitted within 48 hours of the policy effective date.

A policy cannot be effective earlier than the time and date that an accurate rate is generated, the applicant and Agent have signed the application, and the down payment or payment in full has been collected by the Agent.

National General Insurance reserves the right to reject or cancel any risk not bound in accordance with these rules. Agents do not have authority to issue policies, endorsements, or cancellation notices — **unless** specifically authorized by National General Insurance in writing.

Brokering is not permitted. It is not acceptable to give our underwriting materials to other Agents or brokers or to accept applications from them for risks they have underwritten or will service outside your office. Violations will result in immediate termination of the agency agreement.

# **Hazardous Weather Binding Restrictions**

If a hurricane, tropical storm, tornado, hail storm, or flood occurs or a warning is placed in effect, **do not** bind any new Physical Damage coverage. Physical Damage coverage can be added when the moratorium or warning is lifted. If binding coverage within 48 hours after a warning or occurrence has been lifted, you must inspect the vehicle before initiating Physical Damage coverage. Message the application that an inspection was completed.

#### **New Business**

- Do not bind any new policies with Physical Damage coverage.
- Liability Only policies can be bound.

#### Endorsements

- Do not add or replace a vehicle with Physical Damage coverage.
- Do not add Physical Damage coverage to an existing Liability Only vehicle.
- Do not lower a Physical Damage deductible for an existing vehicle.
- Do not increase Physical Damage coverage on an existing vehicle.
- All other types of endorsements can be bound.

#### Reinstatements

• Policies with Liability Only coverage are eligible for reinstatement.

### **Misrepresentation of Risk**

Misrepresentation of a risk is insurance fraud. Each applicant has the responsibility and obligation to truthfully complete an application for insurance and to inform National General Insurance of any and all changes during the policy period. Failure to do so could result in denial of a claim.

The Agent is responsible for helping the applicant fully disclose all material facts. To avoid possible misrepresentation and to ensure the accuracy of quoted premiums:

- Verify the vehicles and/or drivers are not listed in our program as an unacceptable risk.
- Make sure the applicant understands and answers all questions. Ask the applicant all questions on the application concerning business use, prior vehicle damage, past insurance fraud, and felonies.
- Inform the applicant that National General Insurance uses MVRs, C.L.U.E., and other available reports to assist in verifying information and rating the policy.
- All losses and accident activity both at-fault and not-at-fault must be disclosed.
- Verify the garaging address of all vehicles.
- Verify that **all** residents of the household who are of eligible driving age or permit age (whether they drive or not) and all drivers who regularly drive the insured vehicles are listed and rated on the application.

#### Agent of Record

We believe that insureds and Agents are best served by renewing existing policies with the Agent who produced the policy; therefore, we do not encourage changing Agent of Record. When an insured insists on changing Agents, we require a request to change the Agent of Record signed by the insured prior **to the renewal effective date**. Agent of Record changes will be effective at renewal and cannot be made midterm.

Policies written directly through National General Insurance **cannot** be transferred to an agency policy via an Agent of Record form. The policy must be written as a new business policy in your Agent Code and in a company in which you are licensed to write business.

#### **Undeclared Drivers**

In the event we discover a previously undeclared driver, National General Insurance reserves the right to make appropriate policy and coverage changes.

#### Endorsements

Endorsement requests should be submitted using our agency policy system at <u>www.natgenagency.com</u>.

Premium adjustments resulting from policy changes will be made at the time of endorsement or incorporated into future installment bills. If all installment payments have been received, premium adjustments will be billed or credited directly to the insured.

Certain types of endorsement will be reviewed by National General Insurance and additional information may be requested as a result of the transaction being performed.

# Cancellations

#### **Flat Cancellations**

Flat cancellations after policy inception are permitted only for one of the following reasons:

- National General Insurance is notified within 30 days of the policy effective date that there is duplicate coverage on the vehicles equal to or greater than the National General Insurance policy. A copy of the Declarations Page from the other policy **and** the named insured's written request must be submitted.
- The named insured did not take possession of the vehicle during a vehicle purchase and there are no other vehicles listed on the policy. The named insured must request the cancellation.

A Cancellation fee is not charged for a flat cancellation.

#### **Insured Requested**

Insured requested cancellations are calculated pro rata and are reduced by a Cancellation fee. This fee is fully earned and no commission is paid on the fee. The Cancellation fee requires the equity date to adjust by the amount of the fee throughout the policy period.

When you receive a request to cancel a policy from a named insured, co-named insured, or resident spouse who is listed on the Declarations Page, you can process the cancellation. A signed written request from the named insured is required. You must retain the insured's signed written request and any necessary proof documents.

The cancellation effective date can be:

- 10 days or less in the future
- 30 days or less in the past.
  - **Note:** When the cancellation effective date is more than 30 days in the past, you must send National General Insurance a cancellation request signed by the insured along with proof of other coverage.

When Claims declares a vehicle is a total loss and National General Insurance retains the salvage vehicle, we will delete the vehicle from the policy the day after the loss. If the total loss vehicle is the only vehicle on the policy, we will send a letter to the insured requesting them to provide replacement vehicle information or advise if they wish to cancel the policy.

#### **Company Requested**

#### **Cancellation for Non-Payment**

If the initial down payment is non-sufficient or dishonored, the National General Insurance policy becomes null and void.

If payment for a billed installment is not received by the due date, a notice of cancellation may be sent to the insured, Agent, and any loss payee or additional interest. If payment is received **before** the cancellation effective date, the cancellation will not take effect and the policy will remain in-force. If payment is received **on or after** the cancellation effective date, the cancellation will not take effect and the policy will take effect. Cancellations for non-payment of premium are calculated pro rata.

#### Reinstatements

Policies may be eligible for reinstatement, with no lapse in coverage, within 15 days of a cancellation or expiration date. Renewal policies may be eligible for reinstatement, with a lapse in coverage, within 15 – 30 days after the cancel date. In addition, certain criteria must be met in order to reinstate a policy, such as providing a statement of no loss, satisfactory payment, and outstanding proof documentation, if applicable.

New business policies canceling due to non-sufficient funds may not be eligible for reinstatement. A policy may be rewritten if the insured meets current guidelines and satisfies any outstanding balance; the rate may change.

#### Renewals

A renewal offer will be sent to the named insured prior to the policy expiration date according to the statutory requirements. The insured must pay all balances due before money received can be applied to the renewal.

#### **Renewal Down Payments**

The renewal down payment must be received prior to the renewal effective date to ensure no lapse in coverage.

# **Billing, Payments, and Fees**

# **Term of Policy**

Policy terms of 6-months and 12-months are offered and will display in the system when available.

# **Payments**

All National General Insurance payment invoices are billed directly to the insured **except** the down payment, which must accompany the application. Each invoice will contain a schedule of remaining payments.

All refunds are mailed directly to the insured.

When an Agent accepts an insured's check, it should be made payable to National General Insurance or the agency. When an insured's check is made payable to National General Insurance, the check should be endorsed to the agency account by signing or stamping the check and indicating 'For Deposit Only.'

When an insured's check is returned to the agency for non-sufficient funds reasons, National General Insurance will reimburse the Agent — including any associated bank fees up to a maximum of \$25. Agent notification must be received at National General Insurance within 20 calendar days of the date the insured's check was written in order to receive reimbursement.

Acceptable methods of payment are:

- Down Payment VISA, Discover, American Express, and MasterCard credit card or debit card, Agent sweep, or electronic check
- Installment Payment VISA, Discover, American Express, and MasterCard credit card or debit card, Agent sweep, or electronic check
- Electronic Funds Transfer (EFT)/Auto Pay VISA, Discover, American Express, or MasterCard credit card, checking account, or savings account.

# **Electronic Funds Transfer (EFT)/Auto Pay**

If the Electronic Funds Transfer (EFT)/Auto Pay payment method is available, an insured may complete a National General Insurance Electronic Funds Transfer (EFT)/Auto Pay Authorization Agreement at new business or at renewal and choose to have monthly installments electronically withdrawn from:

- A personal checking account or savings account or
- Credit card or debit card.

National General Insurance will provide the named insured a schedule of Electronic Funds Transfer (EFT)/Auto Pay transactions.

If a change occurs on the policy resulting in a premium change, a revised statement will be issued in advance confirming the new amount to be drafted. Agents should notify insureds that National General Insurance will continue drafting based on the current draft schedule until the revised statement is issued.

Requests to change account information or draft dates must be received by National General Insurance at least ten business days prior to the next draft. Requests to stop Electronic Funds Transfer (EFT)/Auto Pay must be received by National General Insurance at least 3 business days prior to the next draft. For account information changes, a new Electronic Funds Transfer (EFT)/Auto Pay Authorization Agreement is required.

Renewal down payments will be drafted automatically from the named insured's account unless a written request to stop the draft is received.

#### Fees

#### **Acquisition Expense**

A \$25 fee will be charged for 6-month term policies and a \$50 fee will be charged for 12-month term polices. This fee covers the cost of acquiring, setting up, and renewing a policy. Fee will be reduced when Good Driver Discount is applicable.

#### **California Vehicle Assessment and Fraud**

A \$1.76 fee will be charged per vehicle per year. (An \$0.88 fee will be charged per vehicle for a 6month term policy.) The state-mandated fee is used to fund the investigation and prosecution of fraudulent automobile insurance claims.

#### Cancellation

A \$10 fee will be charged when a customer cancels their policy before the renewal date. Early cancellation can be by customer request or due to non-payment.

#### Convenience

A \$5 fee will be charged to process payments taken over the phone by a Customer Service Representative rather than using one of the several other payment options we provide.

#### **FR Filing**

A \$20 fee will be charged for each person on a policy for whom a Financial Responsibility SR–22 filing is made. (Refer to SR-22 Filings in this Guide.)

#### Installment

The Installment fee is included in the installment amount and on new and renewal down payments. The amount of the fee is based on payment method.

Electronic Funds Transfer (EFT)/Auto Pay	
Checking/Saving	\$2
Recurring Credit Card/Debit Card	\$9
Direct Bill	\$9

#### Late

A \$10 fee will be charged for late payments.

#### **Non-Sufficient Funds**

A \$25 fee will be charged on all returned checks that were not honored by the bank.

# **Document Retention and Review Requirements**

It is important to maintain complete and accurate records on all insurance transactions conducted on behalf of National General Insurance. When you complete a sale or policy endorsement, an Agency ToDo prints a list of documents required to be submitted to National General Insurance or to be retained in your customer file. These documents, whether paper or electronic form, should be retained for at least five years from the policy expiration date (or if coverage was never bound, from the date on which the policy quote was rejected). If State Law requires such documents be retained longer than five years, comply with the state requirement.

All agency records pertaining to the business of National General Insurance are open for evaluation and inspection during routine reviews. Upon request, you will be required to present specific documentation. Failure to provide the documentation within the allotted time period will result in a failed review.

# **Uploading Policy Documents**

When an Agency ToDo requires documentation be submitted to National General Insurance, uploading documents through the system is the fastest and easiest way to ensure we receive the customer's documentation immediately.

# **Go Paperless**

Enroll your National General Insurance customers in paperless document delivery — adding value for your customer and reducing calls to your office. Paperless document delivery provides the insured immediate access to Declarations Pages, Policy Booklets, endorsements, renewals, and other documents.

**Note:** The insured will continue to receive printed invoices and cancelation notices delivered by the U.S. Postal Service.

The only requirement for an insured to Go Paperless is a valid email address.

Insureds choosing to Go Paperless will receive a welcome email advising them to register for online Self-Service.

#### eSignature

Your new business customers can choose to electronically sign (e-sign) Point of Sale (POS) policy documents that require a signature — eliminating the need for you to obtain a handwritten signature.

The following eSign options are available:

- Customer Self-Service (when a new business customer is on the phone)
- Unique URL/PIN Authentication
- Agent Vendor eSign Process.
- **Note:** The eSign options are only available for new business point of sale documents requiring a signature. The eSign options are not available for signature documents generated by endorsements or renewals

#### **Customer Self-Service (New Business Customer Is on the Phone)**

When a new business customer is on the phone, a valid e-mail address is required in order to choose eSign. When the policy is bound, the insured and co-named insured (if applicable) will receive an email advising them to 1) register for a self-service account **and** 2) review and e-sign their documents.

**Note:** Registration is a one-time process required for the insured to set up their ID and password for future access to their policy information.

When an insured does not e-sign the documents within 3 days of receiving the e-mail, the New Business Packet will be printed and mailed to them via the U.S. Postal Service using the address on the policy. Failure to submit the requested information to National General Insurance could result in an increase in policy premium or even cancellation of the policy.

#### **Unique URL/PIN Authentication**

The insured must provide a valid email address during the quote process; to receive eSignature text messages, a valid cell phone number must be provided. When the policy is bound, the insured will receive an email from Service@NGIC.com and/or text message providing a unique URL and 4-digit PIN required to eSign policy documents. To complete the eSignature process, the insured must click the **Sign** button within the email and/or text body.

When an insured does not eSign the documents within 3 days of receiving the email and/or text, the New Business Policy Packet is printed and mailed via the U.S. Postal Service using the address on the policy. Failure to submit the requested signature documents to National General Insurance could result in an increase in policy premium or even cancellation of the policy.

#### **Agent Vendor eSign Process**

When your new business customers choose sign POS policy documents electronically, you can use your own eSign vendor. (Contact your Marketing Representative for a list of eSign vendors accepted by National General Insurance.)

You are responsible for obtaining the signature on all documents that must be signed — regardless of the signature option selected by the insured. In the event the insured does not electronically sign documents that require a signature, you must get the printed documents signed and retain those documents in your customer file.