

# California

## Private Passenger Automobile

### Rules Manual

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**BINDING COVERAGE UNDER PRODUCER AGREEMENT**

As governed by the Producer Agreement, a Producer does not have the authority to bind coverage with the Company.

Original applications will be bound as of the date on the application, if all of the following conditions are met:

The application and all applicable documents are complete and signed by the applicant and Producer.

The down payment has been made on the date of the application.

The application is uploaded electronically to the Company and a policy number is issued;

The policy effective date does not precede the date the Producer received the down payment.

The application does not include any class or risk or type of insurance not specified in the Company Underwriting Guidelines.

The information contained within the application is, to the best of the Producer's knowledge, truthful and accurate.

**POLICY AND COVERAGES**

**POLICY TERM**

A policy may be written for a term of three (3) months, six (6) months or one (1) year.

**POLICY TERRITORY**

Policy coverage applies within the United States of America, its territories and possessions, and Canada. *The policy does not apply in Mexico.* Insureds operating their vehicles in Mexico should secure an automobile policy from an authorized Mexican insurance company at the point of entry.

**POLICY COVERAGES, LIMITS AND DEDUCTIBLES**

Coverage	Limits	Deductibles
Bodily Injury Liability	15/30 is the only limit available at new business 25/50, 50/100, 100/300, 250/500	--
Property Damage Liability	5, 10 are the only limits available at new business 25, 50, 100	--
Medical Payments	\$500, \$1000	--
Comprehensive	Varies based on age of vehicle <sup>2</sup> See unacceptable vehicles	\$250, \$400, \$500, \$600, \$750, \$1,000 \$2500, \$5000, & \$7500 <sup>1</sup>
Collision (Must be written with Comprehensive) <sup>2</sup>	Varies based on age of vehicle <sup>2</sup> See unacceptable vehicles	\$250, \$400, \$500, \$600, \$750, \$1,000 \$2500, \$5000, & \$7500 <sup>1</sup>
Uninsrd/Underinsrd Motorists BI	15/30 is the only limit available at new business 25/50 & 30/60	--
UM Collision Deductible Waiver	--	Waivers of \$250, \$400, \$500, \$600, \$750, \$1000, \$2500, \$5000, & \$7500 <sup>1</sup>
UM Property Damage	\$3,500	--

<sup>1</sup> Deductibles of \$500 Comp. and \$500 Coll. will apply to lienholders, regardless of insured's deductible.

<sup>2</sup> Does not apply to drivers qualifying for Good Driver Discount.

## **SPECIAL COVERAGES**

**Named Non-Owner Coverage** – Integon National Insurance Company offers casualty coverages to cover a named driver while driving non-owned private passenger vehicles, within certain limitations. Coverage is excluded for any vehicles owned by the named driver or spouse. More than one driver can be included on the policy, however, there is a separate premium charge for each driver. Physical Damage coverages are not available on a non-owner basis and business use of any vehicle is neither covered, nor acceptable.

**Utility Trailers** - liability only when attached to an insured car, and less than 1500 lbs.

## **ELIGIBLE OPERATORS**

### **License Status & Types:**

- 1) Drivers with a temporarily revoked, or suspended license at any time during the chargeable violation period will be considered for rating.
- 2) A driver with an expired driver license will be considered for rating as long as our Company can obtain the Motor Vehicle Report.
- 3) Drivers with permanently revoked, cancelled, withdrawn, or surrender are not acceptable. The driver must be excluded for us to accept other household members on the policy.
- 4) All license status must be verified using Motor Vehicle reports except the foreign driver license.
- 5) We will accept a driver with California state ID as long as it is verified via Motor Vehicle report. All drivers with a California ID but without a license will be rated using zero years of US and State driving experience.

### **Foreign and International Driver's Licenses**

Foreign and International driving experience is acceptable. We will accept drivers with a Foreign Driver's license or any equivalent document such as matricula. They will be rated using the total number of years driving experience. Brokers are responsible for collecting a copy of an official photo identification listing the date of birth for all drivers without a verifiable driver's license. Any person who claims that he or she meets the criteria of A Good Driver Policy entirely or partially on a driver's license and driving experience acquired anywhere other than in the United States or Canada is rebuttable presumed to be qualified to purchase a Good Driver Discount policy if he or she has been licensed to drive in the United States or Canada for at least the previous 18 months and meets the criteria of subdivisions (a), (b), and (c) of under Section 1861.025 of the California Insurance Code and Section 2632.13 of the California Code of Regulations for that period.

## **DRIVERS**

**Named Driver Exclusions** – Any person may be excluded from coverage except for individuals requiring an SR-22 filing. All operators of the vehicles to be covered and all residents of the household age 14 and older must be disclosed on the application whether they are licensed or not. All residents of age 14 or above licensed or non-licensed, all frequent operators, and children who live away from home and drive the vehicles, must be rated or excluded from the policy. Children who live away from home is defined as the insured’s dependent children who drive the insured’s vehicles during regular visits. Any regular operator of any vehicle should also be listed, regardless of whether they reside in the household or not. Operators must meet all underwriting guidelines and permanently reside and garage all vehicles in the state of CA. Non-excluded operators may not live or work in Mexico. Failure to report all operators or household members 14 and above to the Company may constitute material misrepresentation of risk. The registered owner of the insured vehicle(s), if a person, must be rated or excluded. Drivers cannot be excluded from specific vehicles on a policy. Individuals who have a permanently revoked license are unacceptable risks and must be excluded.

### **DRIVER CLASSIFICATION:**

- **Years Driving Experience:** The number of years which an operator has been licensed to drive in any jurisdiction. All California licensed operators with less than three (3) years of California MVR experience can provide an out of state MVR or a copy of a Foreign Driver’s license which will account for a total of 3 years or more of verifiable MVR experience.
- **Married** - An operator who is a legally married person. The definition of “married” excludes common law marriages.
- **Permanent Domestic Partner (PDP)** - If a driver is listed as a registered domestic partner, the partner of the same gender must be listed on the policy. Domestic Partners must share a common official residence. No more than two operators are allowed to be rated as Domestic Partners on a policy. Dependent children and relatives are not eligible. Acceptable proof includes one or the following: a Domestic Partnership certificate or signed Domestic Partner affidavit.

### **MARRIED REQUIREMENTS:**

To be rated as married, a person must share a common residence with their spouse and each must be listed on the policy. Married people who live apart; separated persons; and widowed persons are rated as Single. The spouse must be listed on the policy as an eligible to be rated driver or excluded with proof of marriage, to be considered married for the purpose of rating.

## **VEHICLES**

### **VEHICLE USE**

\*Does not apply to drivers qualifying for Good Driver Discount as defined in CA Ins Code 1861.025 and the vehicles insured are private passenger type vehicles as defined in CA Ins Code 660.

Vehicle Use classification is determined by how the vehicle is used. Integon National Insurance Company offers four use classifications:

**Pleasure Use** - Vehicles used only for Pleasure Use does not include driving to and from school or work (full or part-time), or to carpooling or commute station nor does it include the shuttling of household members to work or school.

**Work <15 Miles Use** - Vehicles used for personal use including driving to or from work less than 15 miles one way at least one day per week or two days per month.

**Work 15+ Miles Use** - Vehicles used for personal use including driving to or from work 15 or more miles one way at least one day per week or two days per month.

**Business Use:** Private passenger vehicles registered to the applicant and used in his or her business/ occupation, or vehicles registered to the insured's business or employer, or with the insured's business or employer named as an additional insured.

Acceptable Business use includes, but is not limited to:

- vehicles used by sales or service representatives;
- vehicles used by real estate or insurance producers, lawyers, doctors, accountants or other professionals visiting multiple locations;
- vehicles used in a business for occasional errands;

Unacceptable business use includes, but is not limited to:

- pickup or delivery of goods (including, but not limited to: newspapers, pizza or other food items);
- vehicles used as a limousine, taxi service, livery conveyance or emergency vehicle;
- vehicles used for the transportation of nursery or school children, workers or hotel/motel guests;
- vehicles with a load capacity of one ton or greater.

## **Vehicle Use – Continued**

**Artisan Use<sup>1</sup>:** Private passenger vehicles registered to the applicant and used in his or her business/ occupation, or vehicles registered to the insured’s business or employer, or with the insured’s business or employer named as an additional insured.

Acceptable Artisan occupations similar to usages such as, carpenter, plumber, repairman that are principally parked at a job location for the majority of the workday. Vehicles used to transport tools or other materials by the insured in a trade or business are acceptable provided:

The total number of utility vehicles (pickups and vans) cannot exceed the number of resident relatives who are artisan contractors;

- The vehicle is operated solely by the named insured and listed family members;
- The vehicle must not be used to transport flammable liquids, chemicals or explosive materials;
- The vehicle may have a toolbox, a rack (for ladders, pipe or building materials), or a tool rack (tools and equipment are not covered);
- The vehicle is not used to pick up goods or deliver property. Vehicles may be used to carry up to 500 pounds of non-finished goods and materials relating to the work to be performed;
- The vehicle is used to visit no more than 5 sites per day within a 50 mile radius;
- The vehicle may have signage, which indicates insured’s name and type of service (i.e., “Joe’s Pool Cleaning”)

## **GEOGRAPHIC ZONES**

The rater automatically assigns geographic zones based on the garaging ZIP code. If the insured uses a post office box as a mailing address, the physical garaging address of each vehicle, including zip code, must also be provided. New zip codes (as a result of the USPS issuing a new one) are added to the frequency and severity bands as they are requested, then added to the next filing.

## **DISCOUNTS**

Integon National Insurance Company offers the following discounts:

**Good Driver Discount** (All Coverages) – A discount will be applied to applicable fees and premium on a *per vehicle* basis where all drivers rated on the policy qualify as “Good Drivers” as defined in the California Department of Insurance Regulation 1861.025. In order to qualify, a driver must:

Driver of the insured vehicles must be continuously licensed for the prior 3 years with a minimum of 18 months United States or Canada driving experience and a minimum of 3 years total driving experience, and

During the previous three (3) years has not:

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<sup>1</sup> All artisan risks require 2 photos (including liability only) and a copy of the registration .  
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- a. Had more than one violation point determined as follows:
  - (1) Had more than one (1) violation point for each violation point which has been assessed by the California Department of Motor Vehicles under California Vehicle Code Section 12810, Subsections (a), (b), (c), (d), (e), (g), and (h), for traffic violation convictions with conviction dates not more than three years preceding the effective or renewal date of the policy and which have not been made confidential under the California Vehicle Code.
  - (2) For violations not occurring in California, one violation point will be counted for each violation point which would have been counted had the violation occurred in California.
  - (3) Count one violation point if a driver was involved in an accident which resulted only in damage to property if the driver was principally at fault in the accident.
- b. Been found to be in violation of Section 23140 of the Vehicle Code.
- c. Been the driver of a motor vehicle involved in an accident which resulted in the bodily injury or death of any person and was principally at fault.

*Note: The definition of "Principally at Fault" can be found on page 16 of this manual.*

During the previous ten years has not been convicted of:

A violation of Section 23140, 23152, or 23153, of the Vehicle Code.

A felony violation of Section 23175 or 23190 or the Vehicle Code.

A violation of Section 191.5 or paragraph (3) of subdivision (c) of Section 192 of the Penal Code.

Section 3 applies only to violations occurring after January 1, 1999.

*Note: In order to qualify for the discount, we require proof that no injuries resulted from any accident shown on the application, Motor Vehicle Record, or CLUE Report.*

**Multi-Car Discount** (Applies to all coverages) - When there are multiple vehicles insured under a single policy, a multi-car discount will be applied to all listed vehicles provided they are registered to a named insured and garaged at the same address.

**Mature Driver Discount** (Applies to all coverages) – The Mature Driver Discount is available for drivers 55 or more years of age who have completed a State approved Driver Safety Course and who are rated as the principal operator of a vehicle. A copy of the Certificate of Completion must be submitted to the Company to obtain the discount. The discount is applicable for a period of three (3) years from the date of the certificate. In order to continue to receive this discount, the driver must enroll and successfully complete the Driver Safety Course once every three (3) years.

This discount does not apply in the event the insured completed the course due to a court order. The Company may discontinue the discount of any insured found to be at fault in an accident, or is convicted of a moving violation or traffic related offense involving alcohol or narcotics.

**Good Student Discount** (Applies to all coverages except Comprehensive) – Drivers with less than three (3) years of licensed experience may be eligible for a discount if they qualify as "Good Students". The driver must be a full time student (12 or more units) with a Grade Point Average of 3.0 or better. A copy of the most current grade report must be submitted to the Company in order

for the discount to be applied. The discount will be discontinued at each renewal pending receipt of an updated grade report verifying the driver's "Good Student" status.

**Daytime Running Lights Discount** (Applies to all coverages except Comprehensive) – Vehicles equipped by the manufacturer with Daytime Running Lights (DRL) are eligible for a discount. If DRL was optional rather than standard equipment for the vehicle, proof that the optional equipment was purchased must be submitted.

**Anti-Theft Device Discount** (Applies to Comprehensive coverage only) – Discounts are available for vehicles equipped with either factory or after-factory alarms, disabling devices and/or tracking devices. If the anti-theft device (ATD) was not factory installed as standard equipment, proof of installation and type of device must be submitted in order to receive the discount.

**Anti-Lock Braking System Discount** (Applies to Bodily Injury Liability, Property Damage Liability and Collision coverages only) – Vehicles equipped with factory installed Anti-Lock Braking Systems (ABS) are eligible for a discount. If ABS was optional rather than standard equipment for the vehicle, proof that the optional equipment was purchased must be submitted.

**Passive Restraint Device Discount** (Applies to Medical Payments coverage only) – Discounts are given for vehicles equipped with factory installed passive restraint devices (PRD) in the driver-side-only position and for devices in both front seat positions.

**Alcohol Educational Awareness Discount** - A discount will be provided to applicants who have completed a state approved alcohol educational awareness program. This discount will be available provided the applicant has no more than one alcohol or drug related violation. If the applicant does not complete the program, in the time period prescribed by the state, the discount will be withdrawn.

**Multi-Policy Discount** – If the insured has an in force Integon National Insurance Company Form 3 Homeowner policy or a Form 6 Unit Owners Condominium policy and an Integon National Insurance Company Automobile policy, a multi-policy discount will apply.

## **SURCHARGES**

### **VIOLATIONS**

Violations are classified as either **Minor** or **Serious/Major**. Minor violations are assessed one (1) rating surcharge point per incident. Serious/major violations are assessed two (2) points for the first incident and eight (8) points for each additional incident. Driving record points are assigned based on the violation conviction date, not the occurrence date.

**Violations in the Course of Employment** - Violations received while operating a motor vehicle for compensation during the hours of employment are not surcharged provided a written declaration from the employer is submitted stating the violation(s) was received in the course and scope of the insured's employment. Driver must possess a commercial driver's license for this to apply. However, the following violations received in the course of employment will not be waived:

- Section 14601.(a) - (Driving when privileges suspended or revoked...)
- Section 14601.1(a) - (Driving when privileges revoked or suspended...)
- Section 14601.2(a) - (Driving when privileges suspended or revoked...)
- Section 20001 or 20002 - (Duty to stop at scene of accident...Duty upon injury or death)
- Section 20008.(a) - (Duty to report accidents)
- Sections 23103, 23104, 23152, or 23153 – (Reckless driving...Driving under the influence...)

**Traffic School** - The first Traffic School dismissal will not appear on the MVR. Subsequent citations within 18 months will show on the MVR even if the driver attends Traffic School again. Those dismissed citations that appear on the MVR will be surcharged. If there are two (2) or more dismissals appearing on the MVR, that person would not qualify as a "Good Driver".

**Multiple Occurrences** – Drivers with three (3) or more occurrences within the previous 3 years experience period will be charged three (3) points *in addition to* the accident and/or violation points for those occurrences. The occurrences can be chargeable violations, chargeable accidents, or any combination of both.

## **ACCIDENTS**

Chargeable accidents are assessed three (3) surcharge points for the first fault accident and eight (8) surcharge points for each additional fault accident. An accident is considered chargeable if the occurrence resulted in liability (BI/PD) or collision damage exceeding \$1000 and the driver was at least 51% at fault. Acceptable proof of no-fault would include:

- Police Report that clearly indicates who the at-fault party is.
- Letter of Experience from the insured's insurance carrier at the time of loss.
- Written statement from the other party's insurance carrier accepting fault.
- Legal document verifying the insured was reimbursed for damages.
- Insured self-certifications may also be acceptable, however, in the event an at-fault accident is declared a non-fault accident by the insured using self-certification, the policy may be subject to cancellation for material misrepresentation.

### **Definition of "Principally at Fault"**

For the purposes of determining whether a driver is "principally at fault" in an accident, the driver's actions or omissions must be at least 51% of the proximate cause of the accident, subject to the exceptions set forth below, and, in accidents not resulting in bodily injury or death, if the total property damage caused by the accident exceeds \$1000.

A driver shall not be considered to be principally at fault if the accident occurred under any of the following circumstances:

- The vehicle was lawfully parked at the time of the accident. A vehicle rolling from a parked position shall not be considered to be lawfully parked, but shall be considered as in the operation of the last operator;
- The vehicle was struck in the rear by another vehicle, and the driver has not be convicted of a moving traffic violation in connection with the accident;
- The driver was not convicted of a moving traffic violation and the operator of another vehicle involved in the accident was convicted of a moving traffic violation;
- The driver's vehicle was damaged as a result of contact with a vehicle operated by a "hit and run" operator of another vehicle and the accident was reported to legal authorities within a reasonable time after the accident;
- The accident resulted from contact with animals, birds or falling objects;
- The driver was responding to a call of duty as a paid or volunteer member of any police or fire department, first aid squad, or of any law enforcement agency, while performing any other governmental function in a public emergency;
- The accident was a solo vehicle accident that was principally caused by a hazardous condition of which a driver, in the exercise of reasonable care, would not have noticed (for example, "black ice") or in the exercise of reasonable care could not have avoided (for example, avoiding a child running into the street).

**Named Operator Endorsement Buy Back Option** – A surcharge will apply when the insured opts to add coverage for permissive operators (that is, those not named on the policy declarations.)

**Named Vehicle Endorsement Buy Back Option** - A surcharge will apply when the insured opts to add coverage for non-owned vehicles. Policy must have at least one vehicle with Collision coverage.

**Triple Deductible Endorsement Buy Back Option** – A surcharge will apply when the insured opts to remove the Triple Deductible on the policy.

## **DOCUMENTATION AND PROCEDURES**

### **NEW BUSINESS**

**All** new business submissions require the following:

1. Electronically Generated Applications – fully completed and signed by the applicant and the Producer
2. State mandated Community Service Statement.
3. California Uninsured Motor Vehicle Rejection/Selection Form – when coverage is declined or accepted at a level lower than Bodily Injury Liability limits.
4. Exclusion of Specified Individuals – when needed, listing all excluded individuals and signed by the applicant.
5. De-Valuation Form - when needed, for all salvaged vehicles rated on the policy.
6. Additional documentation as noted below.

New Business applications require the original signature of the Named Insured (who must also be listed as Driver #1) and the Producer. Applications and all required additional forms and documentation are to be facsimiled or postmarked to Integon National Insurance Company at the time the application is submitted.

1. **Electronically Generated Applications** – fully completed and signed by the applicant and the Producer.

**Note:** *All of the following persons must be disclosed*

All resident and non-resident primary or occasional operators of all insured vehicles.  
All full time and part time residents (**no matter how old**) of the insured's household.  
All full time and part time residents (**no matter how old**) of all garaging locations.  
All dependents away at school or in the military.  
All registered and co-registered owners of all insured vehicles.

Failure to disclose all of the above is grounds for concealment and/or misrepresentation which may result in policy rescission and no coverage or defense provided in the event of a claim.

**Annual Mileage Calculation** – We will accept the insured's expected annual mileage estimate at new business or endorsement transaction. If the expected annual mileage figure is unknown, possible methods of estimating annual mileage would include odometer comparison and estimated annual mileage. Customers will be requested to update their mileage estimates at renewal. If no response is received, the response will be assumed to be the default of 12,000. However, in this case the revised estimate will not be increased by greater than 2,000 miles per renewal for a vehicle assigned to a rated driver.

2. **Community Service Statement** – The California Department of Insurance requires that a completed Community Service Statement form be submitted with all new business applications. The Community Service Statement form is to be completed by the insured. If insureds do not wish to complete the form, they may elect to check the box declining to provide the information.

3. **California Uninsured Motor Vehicle Coverage Rejection/Selection Form** – If an insured elects to decline Uninsured Motorist coverages or has selected Uninsured Motorist Bodily Injury limits less than their Bodily Injury Liability limits, a California Uninsured Motor Vehicle Coverage Rejection/Selection Form, signed by both the Insured and the Producer, must also accompany the Application.

*Note: If the Insured's Bodily Injury Liability limits are 50/100 or higher and they accept 30/60 Uninsured Motorist Bodily Injury limit, they have the highest UMBI limit available and the Rejection/Selection form would not be needed.*

4. **Named User Exclusion (if applicable)** – The Named User Exclusion form requires the applicant's signature and a listing of all the following persons if they are **not** to be rated as drivers on the policy:

All full time and part time residents of the household over the age of 15.

All full time and part time residents of all garaging locations over the age of 15.

All dependents away at school or in the military.

All registered and co-registered owners of the insured vehicles.

5. Pictures or Vehicle inspections are not mandatory unless specifically requested for verification and underwriting purposes. In the event that we discover that the vehicle has existing damage or there is some other circumstance that requires us to view the vehicle, we will notify you to provide photos. You should obtain five photographs (one from each corner and the sticker inside the door showing the vehicle identification number) and furnish us with copies and also retain them in your file with the application documents.

**Additional Documentation Requirements** – Along with the fully completed Application, the Community Service Statement and the California Uninsured Motor Vehicle Rejection/Selection form (when required), additional documentation must also be submitted:

- **Proof of non-fault** for any accident noted on the application as not chargeable. Please see Page 16 for a list of acceptable proof of non-fault.
- **Proof of accidents in the course and scope of employment** where the driver was responding to a call of duty as a paid or volunteer member of any police or fire department, first aid squad or of any law enforcement agency, while performing any other governmental function in a public emergency.

*Note: Fault accidents occurring during employment in circumstances other than as stated above are chargeable.*

- Copy of most recent **Grades Report** to support a Good Student Discount.
- Copy of **Mature Driver Completion Certificate** to support Mature Driver Discount.
- **Listing of all stereos/sound systems and additional equipment/modifications** showing current value for each item and/or system to be covered under a Special Equipment endorsement.

- Copy of **Producer's quote** showing all information used to obtain the quoted premium.

## **ENDORSEMENTS**

Endorsement requests must be submitted via our Electronic system and must be dated and signed by the Producer.

Endorsement Request forms along with all supporting documentation must be postmarked within three (3) days of the Producer's receipt of the Insured's request for endorsement.

In the limited circumstance where the supporting documentation (i.e. proof of non-fault, etc.) is not available within three (3) days of the Producer's receipt of the Insured's request for endorsement, the Endorsement Request form must still be submitted within three (3) days and the Producer must indicate in the remarks section of the form when the required documentation will be submitted (in no event more than seven (7) additional days).

**Newly Acquired Vehicles (Additional or Replacement)** – Request for vehicle additions or substitutions require the following documentation and information within 72 hours of purchase:

- **Annual Mileage** as calculated using one of the formulas presented in the "Annual Mileage Calculation" section of this manual.
- Name(s) of **Registered Owner(s)**.
- **Usage** of vehicle.
- Name and address of any **Loss Payee or Leasing Company** if applicable.
- **Photos** are required at the time the application is submitted.
- **De-Valuation Form** for all salvaged vehicles rated on the policy.

**Deletion of Vehicle** – Request for vehicle deletions require that the annual mileage(s) for the remaining insured vehicle(s) be recalculated and stated on the Endorsement Request form.

**Additional Drivers** – Any driver to be added to a policy must meet the same qualifications as drivers on a new business application and must not be currently excluded. The following documentation is to be submitted with the request to add the driver:

- **Proof of non-fault** for any accident noted on the application as not chargeable. Please see Page 16 for a list of acceptable proof of non-fault.
- **Proof of accidents in the course and scope of employment** where the driver was responding to a call of duty as a paid or volunteer member of any police or fire department, first aid squad or of any law enforcement agency, while performing any other governmental function in a public emergency.

*Note: Fault accidents occurring during employment in circumstances other than as stated above are chargeable.*

- Copy of most recent **Grades Report** to support a Good Student Discount.
- Copy of **Mature Driver Completion Certificate** to support Mature Driver Discount.

**Deletion of Driver** – Requests to delete drivers require an explanation for the deletion (i.e., divorced, moved out, deceased, etc.). Integon National Insurance Company may, in certain circumstances, require that the deleted driver be excluded. If the deletion of driver changes the annual mileage and/or use of any insured vehicle, the new mileage and/or use must be indicated on the Endorsement Request form.

**Address Changes** – Changes of address require the following information:

- Indicate whether the change is for the mailing address, garaging address or both.
- If the mailing address is a P.O. Box, include the actual garaging address.
- Provide one-way commute distances and annual mileage based on the new address.

Provide names, birth dates and drivers license numbers for any new household or garaging address residents, *regardless of age*.

**Name Changes** – Name changes for the Named Insured or any driver require the following:

Reason for change in name (i.e., recently married, legally changed, etc.).

If name has been changed due to marriage, provide the name, birth date and drivers license number of the spouse and any other new members of the household.

**Mileage Changes** – Requests for change in annual mileage must be substantiated by at least one of the following:

- Change in commute distance due to change in garaging location or employment/school location.
- Driver’s participation in a “ride share” program or public transportation for commute.
- Odometer reading documentation (i.e., smog certificates) that clearly states what the odometer readings were on specific dates so that actual elapsed mileage can be calculated. The dates must be a minimum of three (3) months apart, with the most recent date within thirty (30) days of the change request.
- Change in household residents or vehicles that would have a substantial impact on the usage of the vehicle
- At every annual renewal, we will request an update of estimated mileage.
- Limit and Coverage Changes – Eligibility requirements and additional forms are as follows:
- Increases in Liability limits require that all non-excluded drivers on the policy currently meet the same qualifications as drivers on a new business application.

- Increases in Bodily Injury Liability limits, when Uninsured Motorist Bodily Injury (UMBI) coverage is also provided, require a revised California Uninsured Motor Vehicle Coverage Rejection/Selection form, signed by the Insured, unless the Insured increases the UMBI limit to the same level as the Bodily Injury Liability limit or to the maximum available limit of 30/60.
- Deletion of Uninsured Motorist coverages requires a revised California Uninsured Motor Vehicle Coverage Rejection/Selection form, signed and dated by both the Named Insured and the Producer.

## **RATING**

### **Driver Assignment**

Drivers are assigned to vehicles using the highest-to-highest method. The driver generating the highest premium will be assigned to the vehicle generating the highest premium; the driver with the second highest premium will be assigned to the vehicle with the second highest premium, etc. When there are more drivers than vehicles, the lowest rated driver, in excess of the number of vehicles, will not be included in the rating. Only the driving record points of the assigned driver are charged against each vehicle. Also, each driver is only rated on one vehicle. Consequently, when there are more vehicles than drivers, the excess vehicles will be rated with a neutral driver class factor.

## **CLAIMS**

To insure the most immediate and efficient response, we prefer that claims be reported directly by the policyholder or claimant. Our trained claims staff will begin processing and investigating the claim at the time it is reported. Claims should be reported directly to the Company at 1-888-215-7292. We will send you a confirmation of each claim reported to us.

## **LATE PAYMENTS**

Payments must be postmarked PRIOR to the due date to reinstate a policy without a lapse.

All payments received in a producer's office on a cancelled policy will be subject to review for acceptance. If the payment is accepted, the lapse date will be the DATE AFTER POSTMARK. The policy will have a lapse in coverage from the effective date of cancellation until the effective date of the reinstatement and a reinstatement fee will be charged.

If a claim should occur between the time the producer accepted the money and the reinstatement date, due diligence will be conducted by the Claims Department to assess coverage.

The Guidelines are as follows:

NSF check to Integon National Insurance Company or the producer on new business will result in flat cancellation.

NSF check on the down payment for new business and the policy has a future cancellation date due to Underwriting Reasons/Substantial Increase in Hazard Insured Against will result in flat

cancellation.

NSF check to Integon National Insurance Company or the producer at renewal will result in flat cancellation.

NSF check to Integon National Insurance Company or the producer mid-term will result in cancellation that will reflect a date 11 days in the future.

NSF check on a payment reinstates the policy will result in immediate cancellation back to the original inception date.

## **FEES**

All fees are fully earned. When payments are received, any outstanding fees will be paid first and the remaining monies will be applied to the premium balance.

Fees are assessed as follows:

- **Policy Fees** – All policies will be charged a policy fee at new business and at renewal. This fee is in addition to any applicable installment fee.
- **Installment Fees** – There is a fee on every installment, including the deposit, for all pay plans. Policies on EFT will receive a discounted installment fee.
- **Endorsement Fee** – A fee will be charged to a policy when an insured requests change to their policy that results in a change in premium.
- **Returned Mail Fee** – A fee will be charged to a policy when any mailed correspondence to the insured is returned for any reason.
- **Reinstatement Fees** – When a policy has been cancelled for any reason and is subsequently reinstated with a lapse in coverage, a reinstatement fee will be charged.
- **Rewrite Fee** – When a policy has been cancelled for over 60 days and subsequently rewritten, a fee will be charged.
- **Cancellation Fee** – A fee will be charged to a policy when it is canceled at the request of the insured.
- **Non-Sufficient Funds Fees** – A fee is charged whenever the bank does not honor a check. If the Company agrees to accept replacement funds those funds must be in the form of a cashiers check or money order. If those replacement funds are accepted and the coverage is reinstated, the reinstatement fee will be charged *in addition to* the NSF fee.
- **Convenience Fee/Live Payment Fee** – A fee is charged for payments made by credit card or check over the telephone. Applies only to payments made directly to the company or general agent.
- **MVR Fee** – A fee will be charged on any renewal policy that orders a Motor Vehicle Report (MVR). Applies only to MVRs ordered directly by the company or general agent.
- **Registration Service Fee** – A fee will be charged when it is necessary to order a vehicle registration for an insured vehicle.
- **SR-22 Fee** – A fee will be charged for an SR-22 filing at new business. SR-22 Reinstatement Fee – A fee will be charged for an SR-22 filing after a lapse in coverage.

- **CA Vehicle Assessment & Fraud Fee** - A fee will be charged for each vehicle in force. The fee is used to fund the investigation and prosecution of fraudulent automobile insurance claims as per the California Department of Insurance Code, Sections 1872.8, 1872.81 and 1874.8.

**Payment Plan Options**

Term	Pay Plan
3-Month	Pay in Full
6-Month	Pay in Full
6-Month	16.67% Dn 5 Inst
6-Month	19% Dn 5 Inst
6-Month	21.67% Dn 5 Inst
6-Month	25% Dn 4 Inst
6-Month	33% Dn 3 Inst
6-Month	50% Dn 1 Inst
12-Month	Pay in Full
12-Month	8.33% Dn 11 Inst
12-Month	9% Dn 11 Inst
12-Month	10.82% Dn 11 Inst
12-Month	12.5% Dn 11 Inst
12-Month	25% Dn 8 Inst
12-Month	50% Dn 1 Inst