

# CALIFORNIA

PERSONAL AUTO

*Effective June 1, 2020*

ANCHOR  GENERAL  
INSURANCE AGENCY, INC.



## UNDERWRITING & PRODUCT GUIDE

UNDERWRITTEN BY:  
AEGIS SECURITY INSURANCE COMPANY

## CONTACT INFORMATION

## MAILING ADDRESS

Applications, endorsements, payments, and other mail..... **Anchor General Insurance Agency, Inc.**  
P.O. Box 509020  
San Diego, CA 92150-9020

Overnight deliveries and couriers..... **Anchor General Insurance Agency, Inc.**  
10089 Willow Creek Road, Suite 300  
San Diego, CA 92131

## CLAIMS

Report a New Claim.....800-542-6246 or 888-308-7900 (after-hours)  
Existing Claims.....800-542-6246 or [claims@anchorgeneral.com](mailto:claims@anchorgeneral.com)

## CUSTOMER SERVICE

Phone Number.....800-542-6246  
Fax Number.....858-527-3750  
E-mail.....[cs@anchorgeneral.com](mailto:cs@anchorgeneral.com)  
Phone Payments.....800-542-6246

## TECHNICAL SUPPORT

Phone Number.....1-888-536-1500

## MARKETING

Phone Number.....858-527-3525  
E-mail.....[marketing@anchorgeneral.com](mailto:marketing@anchorgeneral.com)

ONLINE SERVICE.....[www.anchorgeneral.com](http://www.anchorgeneral.com)

- ✓ View policy information
- ✓ Make a payment
- ✓ Request an ID card



## CLAIMS INFORMATION

**QUOTING**

Please refer to a comparative rating system. The Company application software must be used to print and upload applications. Please submit a printed quote with all mailed applications.

**PRODUCER DUTIES**

In addition to the duties stated in your Producer Agreement, the Producer's duties include:

1. Obtaining a policy number or binder number prior to binding a policy by submitting the application through Anchor's Point of Sale software.
2. Not binding coverage prior to obtaining (1) the acceptable down payment (2) the applicant's signature on the application's questionnaire, all coverage selection/rejections, and the applicant's statement.
3. Determining all members of the household age 15 and older (licensed or not) and all other regular operators of the applicant vehicle(s), listing all of these individuals on the application, and either rating or excluding each individual.
4. Determining the use of the vehicle(s) to the applicant.
5. Explaining the requirements for obtaining coverage on replacement or additional vehicles.
6. Determining whether any discounts or surcharges apply to this applicant, and submitting any required proof in a manner consistent with Company guidelines.
7. For Uploaded policies, follow Upload Compliance Audit Requirements shown in Upload information.
8. Informing the applicant that all claims are to be reported directly to the Company by the applicant as soon as possible following an occurrence.
9. Informing all methods available to the applicant for obtaining policy information: [www.anchorgeneral.com](http://www.anchorgeneral.com) or 1-800-542-6246.

When utilizing the upload, be sure to provide the Applicant with the Company folder containing the following documents:

1. ID Cards
2. Upload Receipt
3. Installment Schedule
4. Declaration page or copy of application, including all signed forms.

**PRODUCER COMMISSION**

Your commission statement will reflect all payment transactions processed for the preceding month. Please refer to your Producer Agreement for specific commission levels. Do not retain commissions. No commissions will be paid on fees.



**CLAIMS INFORMATION****NEW BUSINESS BINDING**

Applications must be completed in full. Incomplete applications may result in delays or cancellation. All household residents age 15 and older and any other operators of the applicant's vehicle(s) must be listed on the application.

A policy number or binder number is required for all New Business applications.

**UPLOAD**

New business submitted by upload becomes effective no earlier than the date and time of upload.

The appropriate payment must be deposited and made available for sweep within three days of upload.

Do not upload policies unless the applicant has paid the appropriate Down Payment, completed and signed the application. An upload is successful when a policy number is obtained.

**PRODUCER BINDING AUTHORITY**

As governed by the Producer Agreement, producers have the authority to:

1. Solicit and provide quotes.
2. Bind coverage by (1) obtaining a policy number through uploading the application to the Company.
3. Forward all applications and premiums to the Company in the manner and time frame indicated by the Company.
4. Provide such usual and customary services of an insurance producer on all contracts of insurance as requested by the Company.

As governed by the Producer Agreement, producers have no authority to:

1. Solicit, quote, or bind coverage or accept application for insurance coverage based on information the Producer knows or has reason to know is false or inaccurate.
2. Bind coverage with an effective date prior to the date the Producer receives the acceptable down payment and the applicant signs the application.
3. Bind coverage on any risk or type of insurance not specified in the underwriting materials.
4. Grant binding authority to, or accept business subject to the Producer Agreement from other producers or agencies, brokers or subagents.
5. Disclose any information contained within the Company underwriting guidelines, documents, or materials to any third party.
6. Investigate, adjust, settle or litigate claims arising out of policies written by the Producer. The Producer has no authority to and shall not admit any liability on the part of the Company for any claims under any policy issued by the Company.
7. Allow anyone other than the applicant or spouse to endorse, sign on behalf of, or effect coverage under a policy.



## CLAIMS INFORMATION

8. Bind or write physical damage coverage in any area where the National Weather Service has issued a “watch” or “warning” of an impending weather catastrophe or disaster, such as hail, tornado, windstorm, tropical storm and hurricane. Every vehicle written within 48 hours after the lifting of a “watch” or “warning” should be inspected by the producer and any damage should be indicated on the application.

### UPLOAD REQUIREMENTS

The following documentation must be faxed to the Company within 24 hours when a new application is uploaded (if applicable to the policy):

The Fax Cover sheet is required. It will tell the producer what must be submitted.

The following documentation must be kept in your producer file and presented upon demand by any Company Underwriting or Claims personnel:

1. All faxed documents.
2. The complete signed insurance application.
3. Any exclusion forms and supporting documentation.
4. Automobile Inspection report and required photographs of vehicles (if required).
5. Physician's statement (if applicable).
6. Letter from insurance company or police report indicating not at-fault accident (if applicable).
7. Description of Business Use (if applicable).
8. Any optional coverage forms such as UM rejections forms and Named Driver Exclusions.

Routine review will be performed on randomly selected policies in accordance with the provisions of your producer agreement. When your office is selected, you will be asked to provide documentation (via Fax or to on-site representative). If you are reviewed via fax, the documentation must be faxed to our office within 72 hours of the request.

### UPLOAD REMINDERS

1. After you have successfully uploaded an application you will receive a message indicating the transmission has been successful and a policy number.
2. The policy number will be printed on the application.
3. The down payment amount will be electronically transferred from your designated account within three (3) days.
4. If the transmission is not successful, please call our Help Desk at 1-888-536-1500.
5. The documents that are indicated to be faxed must be done so immediately (no later than 24 hours of upload).
6. File all documents listed above for the appropriate number of years. These files will be subject to routine reviews in accordance with your Producer agreement.
7. If erroneous information is uploaded, please contact the underwriting department immediately.
8. Policies are effective no earlier than the time and date of upload.



## CLAIMS INFORMATION

**CLAIMS SERVICES**

The Company offers fast and worry-free claims service. Producers should instruct applicants or claimants to report all claims, no matter how small, immediately to the Company. A Company representative is available 24 hours a day, 7 days a week by calling 1-800-542-6246 or after-hours at 1-888-308-7900. Reporting losses immediately speeds up processing and relieves your office of taking loss information. At the time of sale, producers must provide the applicant with the Company folder containing our claims reporting numbers.



**POLICY INFORMATION****MATERIAL MISREPRESENTATION**

Material misrepresentation on the application may affect the applicant's eligibility to receive the benefits of our insurance contract. The applicant is obligated and responsible for truthful, complete disclosure of all information requested on the application, endorsement requests, renewal inquiries and all additional risk information inquiries made by the Company. The Company has the right to not pay claims on a policy if information presented on an application or renewal questionnaire is false, misleading, results in a premium change or results in us accepting an otherwise unacceptable risk. The Company may cancel or rescind the policy in accordance with state guidelines, or collect the additional premium due from inception should misrepresentation be discovered.

**COVERAGE RESTRICTIONS**

1. This policy does not provide Comprehensive/Collision coverage for any loss that occurs while any person not reported to and approved by the company and listed on the declarations is operating the vehicle; however, an applicant can purchase, for an additional premium charge, the option to remove this restriction for persons who do not live in the applicant's household. More information is available within the section labeled "Physical Damage Named Driver Buyback."
2. The policy contains a Preferred Provider Organization (PPO) clause. The term "Preferred Provider Organization" means repair or replacement facilities owned, operated, contracted by or otherwise affiliated with the insurer. If the insured elects to use a facility other than a Preferred Provider, the company will pay 85% of the loss, subject to policy provisions, notwithstanding any applicable deductibles. If a "Preferred Provider Organization" is not available within a 25-mile radius of the area requested, no penalty will apply.

**UNACCEPTABLE POLICIES**

1. Policies where Estates, Receiverships, Corporations or Partnerships are the applicant.
2. Policies financed through a premium finance company.
3. Policies covering physical damage only.



## POLICY INFORMATION

## DISCOUNTS

**Good Driver Discount**

A "Good Driver" is a person who meets the qualifications as defined in the Good Driver regulation. The rated driver of the vehicle must qualify as a "Good Driver" in order to qualify for a Good Driver discount. Vehicle(s) without an assigned driver (excess vehicle) will receive the Good Driver discount if all drivers on the policy are "Good Drivers".

**Mature Driver Discount**

This discount applies only to operators 55 or older. Operator must submit a copy of the certificate indicating the state approved course has been completed with the application. Discount applies for 36 months from the date the course was completed. This discount applies to all coverages, except special equipment on the vehicle that the eligible driver is rated on.

The discount will be removed from any policy if:

1. The driver is involved in a chargeable accident, or
2. The driver is convicted of a violation of Division II (commencing with Section 21000) of the Vehicle Code, except Chapter 9 (commencing with Section 22500) of that division, or of a traffic related offense involving alcohol or narcotics.

**Renewal (Persistency) Discount**

To qualify for a Persistency discount, the applicant must be continuously insured with the Company for the discount period during the prior policy period(s).

**Multi-car Discount**

This discount applies to all coverages when two or more vehicles are insured on the same policy.

## ENDORSEMENTS

Endorsements are effective the date and time the company is notified by phone, facsimile, email or day after postmark. **DO NOT BACKDATE COVERAGE.**

Premium changes that result from endorsements will be reflected in installments issued after the endorsement is processed. Changes resulting in an additional premium will be billed to the applicant. Changes resulting in return premium due the applicant are applied as credits to future changes. If there is no remaining balance after all credits have been applied, a refund is sent to the applicant.

**1. TERRITORY CHANGES**

Premium adjustments resulting from a change in rating territory are made on a pro-rated basis.

**2. REPLACING VEHICLES**

Applicant is allowed 10 days to notify the Company/Producer of a replacement vehicle. Vehicles are added with the same coverages as the vehicle they replace. For coverage under Part V – Physical Damage Coverage – to apply to the replacement auto, the insured must notify the Company within 10 days of becoming the owner or taking physical possession of the replacement vehicle, whichever comes first. Vehicle changes exceeding the 10 day notice period, will be effective at the date and time of notice to the Company if made by phone, facsimile, email or the day after postmark.

**3. ADDING VEHICLES**

Vehicles are effective no earlier than the time the applicant notifies the producer of the addition. Producer must report changes to Company within 72 hours.



**POLICY INFORMATION****4. DELETING VEHICLES OR COVERAGES**

When deleting a vehicle or coverage, you must obtain the applicant's signature. The deletion of a vehicle will be effective the date and time the company is notified by phone, facsimile, email or day after postmark. Requests to backdate the deletion of a vehicle will be subject to Underwriting review. All requests to backdate the deletion of a vehicle must include a copy of a declarations page showing that the vehicle is insured elsewhere effective the requested date of deletion.

**5. COVERAGE ADDITIONS**

Coverage changes will be effective at the date and time of notice to the Company if made by phone, facsimile, email or the day after postmark. Producer must report changes to Company within 72 hours.

**6. POINT CLASS REDUCTIONS**

A policy will not be reclassified and re-rated for point charges that expire during the policy term. Class or point reductions are permitted if the operator(s) for whom points were charged is no longer a member of the household and no longer operates the applicant vehicle. Mid-term adjustments are not made as a result of a change in points or attained driver age.

**7. CHANGE OF DRIVER**

You may add or delete a driver as household changes warrant. If we discover unlisted drivers, we may deny coverage and/or add the driver to the policy effective the inception date. Joint applicants must be legally married or registered domestic partners. Marital status changes will be accepted mid-term if proof of status change is provided.

**8. CHANGE OF PRODUCER**

The Company does not allow "Broker of Record" changes.

**9. MISSING INFORMATION**

If any information substantiating a rate is not attached to the policy application, the policy may be issued at a higher rate not requiring the documentation.

**10. REDUCTION OR DELETION OF UM OR UMPD COVERAGE**

The applicant's signature on the UM or UMPD selection/rejection form is required to process UM or UMPD changes. Changes to BI coverage level will also cause a corresponding change in UM coverage level unless a new UM selection/rejection form is received.

**CANCELLATIONS**

If a policy, vehicle or form of coverage is cancelled, return premium will be calculated pro-rata. We may cancel the policy in accordance with the regulations of the State.



**POLICY INFORMATION****REINSTATEMENTS**

Non-pay cancellations will not reinstate unless all amounts past due are paid. The full amount due must be postmarked prior to the effective date of cancellation in order to reinstate the policy.

Any bill coming due while a notice of cancellation is pending (no reinstatement has been sent) must be paid or the policy will cancel regardless of the amount identified on the cancel notice. Producers must postmark or upload all payments to the Company prior to their cancellation date in order to avoid a lapse in coverage.

If unable to postmark or upload on time, notice of payment to producer and a copy of the check must be faxed to the Company before the date and time of cancellation. The money must be forwarded to the Company and postmarked or uploaded the next business day. Unless written notice is faxed prior to the date of cancellation, the applicant's policy will lapse. Producers have authority to accept checks on our behalf, but may not continue coverage unless we are notified prior to cancellation by upload or facsimiled proof that a check or money order has been received.

Policyholders who miss a due date more than once may be refused reinstatement. Policies cancelled for lack of information may be reinstated only if all requested information is received prior to the cancel date and there is no balance due from missed installment payments.

**LAPSED POLICIES**

The Company will automatically reissue policies, with a lapse in coverage, which have been cancelled for a non-payment of premium provided the producer or the Company receives the full payment due, plus all applicable fees, within 30 days of the cancellation effective date. The producer must remit the payment to the Company within 24 hours of collection. Coverage will be effective:

- Date and time of receipt of payment when uploaded to the Company.
- Day after postmark for payment without verification of receipt.

Any outstanding balances from previous policies will be satisfied before the payment is applied to the new policy term. The policy will have a new effective and expiration date. The policy number will remain the same. Any program rate changes will be taken into consideration at the time of the reissue. A Reinstatement Fee will apply. No coverage will be afforded during the lapse between the cancellation date and the reissue effective date.

**PAYMENTS RECEIVED FROM APPLICANTS MORE THAN 30 DAYS AFTER CANCELLATION DATE**

Premium will be returned to the insured.

**RENEWALS**

Prior to expiration, notification will be sent directly to the insured advising them of the availability of coverage. An insured who does not respond to our notification is presumed to have cancelled their policy.

Policies will only be renewed if the required payment is received by the policy's expiration date.

Down payments applied to renewal will be reduced by any amount due on prior policies. If a payment is not uploaded or received by the policy's expiration, the policy will expire. If payment is made up to 30 days after policy expiration, a renewal policy will be issued, with a lapse, on the day and time uploaded or day after postmark.



**POLICY INFORMATION****PAYMENTS AND BILLING****BILLING GUIDELINES**

1. Installments are billed directly to the applicant.
2. Additional money provided with the down payment will be applied to the balance due.
3. Commission cannot be retained from payments.
4. Credit card payments for down payments must have the credit card authorization form signed.
5. Applicants must notify the Company within 15 business days of a billing due date to be removed from any recurring payment option. If 15 days are not given, the electronic funds transfer will go through.
6. An installment fee will be added to each installment at the time of billing.

**NON-SUFFICIENT FUNDS**

The following applies to any funds not honored by a bank for any reason:

**Installments**

1. If the bank does not honor the payment, the payment amount will be added back to the remaining balance of the policy.
2. A non-pay cancellation notice will be sent requesting replacement funds (must be money order or cashier's check) plus any other funds due.

Funds for payment of premiums due that are returned or returned not honored for any reason will be assessed a Returned Item fee.

**BILLING FEES**

1. A reinstatement fee will be applied to any policy reissued with a lapse in coverage.
2. A Returned Item fee will be charged for any funds returned by a financial institution.
3. A Returned Item fee will apply to any producer that submits funds that are returned by a financial institution.
4. An installment fee will be added to each bill after the down payment.
5. A convenience fee will be added to payments made by phone. This is in addition to the installment fee.



## POLICY INFORMATION

## PAYMENT METHODS

Payment for the policy may be submitted in full or the applicant may select a payment option. Outside premium financing is unacceptable. On all new applications, collect and submit the gross amount due from the applicant for the selected payment option by one of the options listed below. **Producer EFT\* should be used for the down payment.**

## PAYMENTS THROUGH A PRODUCER

Applicant pays producer, and the Company receives payment by:

1. Producer EFT\*
2. Producer check via mail

## PAYMENTS DIRECTLY FROM A CUSTOMER

**By Mail:**

Personal Check or Money Order payable to the Company accompanied by payment coupon or policy number.

**By Phone:**

Electronic check or credit card payment

**By Internet:**

Electronic Check or Credit Card (for installment and renewal payments only)

**By Recurring Payment Option:**

The Applicant has the option of having their installment payment automatically transmitted. The installments will be automatically transmitted on a monthly basis after policy inception. Funds are electronically debited or charged according to the payment option selected by the policyholder.

\*The company offers Producer EFT (Electronic Funds Transfer) to producers who would benefit from pre-authorized transfers from their designated producer accounts. This process gives the producer the convenience of electronically transmitting down payment, installment and renewal payments. Once you are set up for Producer EFT, all transactions will be handled electronically. To be set up for Producer EFT, please contact the Company and request an authorization form. You must complete this form, attach a voided agency check and submit to the Company.

## POLICY TERRITORY RATING

Use the zip code in which the vehicle is principally garaged. Do not use mailing address zip code. The vehicle must be garaged in the state for the entire policy term. Vehicles owned and registered in the state and normally garaged out of state are unacceptable risks. If the vehicle and applicant move out of state during the policy term, the Company should be notified immediately.

## POLICY TERMS

The Company offers quarterly, semi-annual, and annual policies.



## DRIVER INFORMATION

**UNACCEPTABLE DRIVERS**

Our Private Passenger Auto Policy shall be used to provide coverage to private passenger autos used for pleasure or acceptable business use if:

1. the policy is written on a specified auto basis, and
2. the auto(s) are owned by an individual or husband and/or wife.

The following risks are not acceptable in this private passenger automobile program. Final risk acceptance rests with the Company.

1. Any operator with a revoked and/or suspended license, unless the license can be reinstated with an SR filing and a filing is issued under this policy.
2. Policies where the license of an operator or household member has been permanently revoked or cancelled, unless that person is excluded.
3. Policies where an operator or household member age 15 or older is not listed on the application.
4. Operators under the minimum age for state licensing.
5. Military personnel stationed outside of the State of California.
6. Operators not residing in California at least 10 months a year.
7. Operators/vehicles without a verifiable California garaging address.
8. Policies in which the insured knowingly fails to provide us with the correct vehicle garaging address.
9. Policies with two or more artisan use vehicles.
10. Any applicant who has been convicted of insurance fraud.
11. Persons employed in an illegal enterprise or occupation.
12. Persons who have had a policy cancelled by the Company for misrepresentation.
13. Operators with two (2) or more Major Convictions in the past 60 months - includes 2 or more alcohol-related convictions.
14. Operators with a traffic FELONY conviction.
15. Any driver under twenty one (21) having a major conviction.
16. Named insured under the age of 18.
17. Operators with more than eighteen (18) surcharge points.
18. Operators with 3 or more at-fault accidents.
19. Physically or mentally impaired, except with a medical statement certifying the operator's ability to drive safely. Medical statement must accompany the application.

NOTE: The above section does not apply to any operator who qualifies as a "Good Driver", as defined in California Insurance Code section 1861.025 and the vehicles insured are private passenger type, as defined in section 660 of the California Insurance Code.



**DRIVER INFORMATION****STUDENT AND MILITARY RISKS**

The Company will provide coverage for student/military who:

1. Attend school or are stationed in the state.
2. Provide the Company with the zip code where their car is principally garaged (10 months of the year). The Company will rate according to the location where the vehicle is principally garaged.
3. List the name of the school/base and address on their application.
4. Full time students residing away from home must have their own application and policy.
5. Military personnel may retain their home state license.

**DRIVER EXCLUSIONS**

To exclude an individual, complete the appropriate endorsement on the application. This endorsement will apply to the current term and all renewals or reissues and may only be revoked by an endorsement request to add the excluded person(s) to the policy as a driver. When the policy is issued, an exclusion endorsement form will be issued excluding the specifically named operator(s) from the policy and all subsequent renewals or reissues. This exclusion may only be revoked by an endorsement request to add the excluded operator(s) to the policy as a driver. For in-force policies, have the applicant complete, sign, and send our exclusion endorsement form showing the effective date of the change.

1. Unlisted drivers discovered during the policy term may be added to the policy with applicable surcharges.
2. Unlicensed household members with a history of driving vehicles may be added to the policy with applicable surcharges.
3. Operators with their own vehicle and own insurance must be rated or excluded.

**SR-22s**

A flat, fully earned fee, will be added per filing per policy term. When requesting an SR-22, make sure the guidelines below are followed.

1. SR-22s are issued upon the processing of the application.
2. Filings may be issued only for California.
3. Filings for drivers other than the applicant will be issued only if the individual is a co-registered owner with the applicant and is a relative (as defined in the policy provisions).
4. All vehicles owned by the individual must be insured by the Company to make the individual eligible for a filing.
5. Policies that require an SR-22 filing cannot be cancelled flat.
6. Any claims paid as a result of a filing made on an unaccounted for policy number will be reimbursed to the company by the producer.
7. Broad coverage filings are not available.



## DRIVER INFORMATION

## DRIVING RECORD RATING

**1. CHARGEABLE PERIOD**

The chargeable period for determining the calculation of driving record surcharge due to accidents and/or convictions is 35 months prior to the policy's inception or renewal date. To determine if the accident or violation took place in the chargeable period, use the conviction date. We will charge for all accidents or violations that occur while a driver operates a private passenger auto, motorcycle, bicycle, or recreational vehicle as allowed by law. If a single occurrence results in multiple point charges, we will use only the highest point charge.

The chargeable period for determining a driver's eligibility for the California Good Driver Discount is 36 months prior to the policy's inception or renewal date.

NOTE: "Conviction" includes a plea of guilty or forfeiture of bond.

**2. ACCIDENTS**

Points are assigned to accidents resulting in death, bodily injury or damage to property, including applicant's bodily injury or property damage, where the insurer paid a deductible.

A chargeable accident is one in which the driver's actions or omissions were at least 51% of the proximate cause of the accident, and, in accidents not resulting in death, but including property damage and/or bodily injury, the total loss or damage caused by the accident exceeded \$750 prior to 12/11/2011 and \$1,000 effective 12/11/2011 and greater.

The determination of "Principally At-fault" is pursuant to California Code of Regulations, Title 10, Article 4, Section 2632.13.

Proof may be in the form of a copy of the accident report, police report, court record, or other relevant documentation. Also acceptable is a written declaration from the driver regarding the loss. This declaration must be made under penalty of perjury and any fraudulent or material misrepresentations will result in the voiding or cancellation of the policy.

**3. VIOLATIONS.****SUMMARY OF POINT SURCHARGES:**

Points apply to all coverages.

**LIABILITY***Major Convictions:*

Drunk Driving, Reckless driving, Narcotics or Drugs, Excessive Blood Alcohol Suspension, Eluding Police, Felony with a Motor Vehicle, Hit and Run, Failure to stop at Scene of Accident, Racing/Speed Contest – Aid & Abetting, Refusal of Breath Test/Implied Consent, Unlawful use of Driver's License, Minor in Possession of Alcohol/Drugs, Negligent Homicide/Manslaughter, Failure to Report an Accident, Operating Under the Influence of Glue, Vehicle Theft, Transporting Explosives.

*Intermediate Convictions:*

Driving on Wrong Side of Highway, Open Container, Driving on Suspended/Revoked License (including Unlicensed Driver)

*Minor and Miscellaneous:*

Speeding, All other moving convictions, Equipment Convictions, Seat Belt Convictions



**DRIVER INFORMATION****PHYSICAL DAMAGE***Major Convictions:*

Drunk Driving, Reckless Driving, Narcotics or Drugs, Speed Contests, Hit and Run, Refusal of Alcohol Test, Driving on the Wrong Side of the Road, Felony with a Motor Vehicle, Vehicular Manslaughter, Eluding Police, Speed over 100 MPH, Transporting Explosives.

*Minor and Miscellaneous:*

Each Minor Conviction (including seat belt or child restraint convictions), Open Container.

**DRIVER ASSIGNMENT**

The Company assigns the highest rated driver to the highest rated vehicle on the policy until all drivers and vehicles are assigned.

The Good Driver and Mature Driver Discounts will apply to excess vehicles if all drivers on the policy qualify for the discount.

Household members with a driving permit are considered active drivers and will be included in the rating on the policy. Occasional operators should be included in the rating of the policy (i.e.: child at school comes home on the weekends and operates the vehicle.)

Make sure that the applicant reports all:

1. Unlicensed individuals.
2. Regular or frequent vehicle operators.
3. Persons 15 years old and older living in the applicant's household, whether they are licensed or not. All licensed individuals age 15 and older must either be considered in the rating of the policy or must be specifically excluded from coverage (Subject to Exclusion Endorsement Rules). Unlicensed individuals will not be rated.

**MARITAL STATUS**

Unmarried persons are defined as people who are single, divorced, widowed, and living together while not married.

Registered Domestic Partners who qualify per California law (same sex, over 18 or opposite sex with at least one member of couple being at least 62) may be listed as married.



## VEHICLE INFORMATION

## UNACCEPTABLE VEHICLES

The following vehicles are not acceptable in this private passenger automobile program. Final risk acceptance rests with the Company.

1. All vehicles with a load capacity in excess of 2000 lbs. (1 ton) – Vehicle carrying capacity, not the weight of the vehicle itself.
2. Vehicles not garaged in California.
3. Vehicles used for pickup or delivery of goods at any time including pizzas, magazines and newspapers.
4. Vehicles used for public livery, conveyance and company fleets.

The following vehicles are **not acceptable for new business**:

1. Taxicabs, limousines, emergency, escort vehicles and buses.
2. Any vehicle similar to bajas, dune buggies, U-drives, sandrails, street rods, electric cars, or kit cars.
3. Vehicles with altered suspensions.
4. Vehicles with more than or less than 4 wheels.
5. Vehicles that are “custom built” or have plastic or stainless steel bodies.
6. Classic, antique or special edition cars or cars appreciating in value for new business.
7. Vehicles which are non-motorized (except for flat trailers with load capacity under 1500 pounds).
8. Vehicles not registered for street use or complying with U.S. safety standards.
9. Vehicles available to unlisted drivers for any use including business use such as sales, farming, or artisan use (e.g. pooled vehicles).
10. Vehicles equipped with snowplowing equipment, cooking equipment or bathrooms, including motorhomes or travel trailers.
11. Any vehicle not garaged in the state at least 10 months a year.
12. Vehicles used to transport nursery or school children, migrant workers, or hotel or motel guests.
13. Flatbed trucks, stake trucks and dump trucks, cutaway vans.
14. Emergency vehicles.
15. Vehicles with permanent or removable business-solicitation logos or advertising.
16. All vans, trucks, sedan deliveries and utility vehicles either used for business or leased by the applicant for business.
17. Any vehicle carrying explosives or flammable substances.
18. Vehicles used in illegal enterprises or activities.
19. All vehicles owned or leased by a partnership or corporation.
20. Rental cars that are not temporary substitutes for listed vehicles.



**VEHICLE INFORMATION**

21. Any vehicle used for commercial purposes, such as step or panel van.
22. Vehicles used for racing.
23. Vehicles on Prohibited Vehicle list.
24. Vehicle valued over \$50,000.

**Vehicles Unacceptable for New Business for Physical Damage Coverage**

1. Any vehicle not listed in the current edition of the Kelly Blue Book official guide for Used Cars (or New Cars), or if it's over 14 years old unless its current market value exceeds \$2,500.
2. Physical Damage on stated value basis.
3. Trailers of any type.
4. Vehicles with pre-existing damage or vehicles reported as a total loss by a prior insurer or with salvaged or reconstructed titles.
5. All vehicles, regardless of make or model which have been substantially modified in appearance or performance (mechanical or body).
6. Vehicles with altered suspensions.
7. Salvaged or grey market vehicles
8. Any vehicle with an ISO symbol greater than 23 (model year 1990 and later) or 17 (model year 1989 or prior).

NOTE: The above sections do not apply to any operator who qualifies as a "Good Driver", as defined in California Insurance Code section 1861.025 and the vehicles insured are private passenger type, as defined in section 660 of the California Insurance Code.



## VEHICLE INFORMATION

## VEHICLE USE

## PLEASURE USE

Pleasure use includes driving for pleasure, to and from work or school and for farm or ranch use. There should be no regular (daily or weekly) business use of the vehicle other than commuting to and from work or school. Individuals that lease vehicles that are used strictly as described above are acceptable for pleasure use.

## ARTISAN USE

Artisan vehicles are used to carry tools and supplies between the applicant's home and job site. The business use surcharge will be applied to Artisan Vehicles. Pickups, vans and utility vehicles are unacceptable for business use unless they are used as an artisan vehicle and meet the following guidelines:

1. Vehicle visits, on average, no more than 3 job sites per day.
2. Vehicle is solely owned by an individual.
3. Vehicle is the only one used and owned by the applicant for business purposes.
4. Only the applicant or other family members operate the vehicle. No employee operators are permitted.
5. Vehicle may only be driven within a radius of 100 miles for business purposes.

## BUSINESS USE

A vehicle is considered used for business if any of its mileage is associated with a business, occupation, trade, profession or commercial application (hereinafter "business use"). A surcharge will be applied to all coverages for any vehicle classified as business use. No coverage applies to damages sustained while vehicles are used in acceptable business or artisan use unless the Business Use Surcharge had been applied.

## The following are unacceptable Business Use risks:

1. Pickups, vans, and utility vehicles with any commercial activity mileage if the business use requires that style of vehicle.
2. All vehicles used commercially including but not limited to:
  - a) All vehicles owned or leased by a partnership or corporation.
  - b) All vehicles used for livery, limousine or taxi service, including vehicles used to transport nursery or school children, migrant workers, hotel/motel guests, patients, or members of a vanpool.
  - c) All vehicles used for retail or wholesale delivery, including magazine, newspaper or mail delivery, pizza delivery, courier/escort service, and farm produce delivery.
  - d) Vehicles that are operated by any driver other than the named insured or other listed family members.
  - e) All emergency vehicles, or used to respond to emergencies.
  - f) Any vehicle owned by a corporation or non-individual entity.
  - g) All vehicles visiting 3 or more job sites per day.
  - h) Vehicles with Racks.
3. All vehicles with logos or advertising on them.



## VEHICLE INFORMATION

**SPECIAL RULES FOR PICK-UPS, VANS, & SUVs**

1. Include the load capacity (1/2 or ¾ ton) and use of pickups, vans and utility vehicles on the application.
2. **Describe any trim packages, customization and special equipment when physical damage coverage is chosen.** Also, specify the current market value of the vehicle.

**PRE-INSURANCE INSPECTIONS**

All vehicles requiring pre-insurance inspections must be inspected and photographed prior to binding. Additional or replacement vehicle inspections must be performed within 5 days of the date we receive the applicant's change request. At least two clear, in focus, photos showing all sides of the vehicle and the license plates must be retained in the producer's file.

Conversion van photos should also show the interior of the vehicle.

The following require pre-insurance inspections and photographs:

1. Vehicles with existing damage
2. Conversion Vans
3. Vehicles with physical damage coverage

The producer and applicant must sign the inspection report and an accurate VIN and license plate must be listed on the form.

Inspections are not required on vehicles that are:

1. On a renewing (existing) policy that has no change in vehicles or coverages.
2. 10 years and older.
3. Leased for less than six months. Applicant must provide a copy of the lease/rental agreement.
4. Purchased new and without any use from a licensed dealer or leasing company within 24 hours from effective date and time. Applicant must provide a copy of the bill of sale or title registration showing transfer of ownership and a copy of the window sticker/dealer invoice with all listed options.

**VEHICLE RATING SYMBOLS**

The vehicle symbol will be assigned based on the vehicle identification number (VIN).

**DEFAULT ANNUAL MILEAGE**

Annual mileage is determined pursuant to California Regulations section 2632.5c(2). The Company's default mileage as referenced in the above listed regulation section is 10,001.



**COVERAGE INFORMATION****BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE**

- BI/PD is required coverage.
- Liability coverage for the applicant vehicle(s) also applies to any additional interest.
- PD limit may not exceed per person BI limit and BI/PD limits must be the same on all vehicles of a multi-car policy.

**MEDICAL PAYMENTS COVERAGE**

Medical Payments Coverage is an available, optional coverage.

**UNINSURED MOTORIST BODILY INJURY COVERAGE**

- Uninsured Motorist Bodily Injury coverage limit cannot exceed the limits of Bodily Injury liability.
- Uninsured Motorist Bodily Injury must be equal to the liability limits on the policy unless the insured either rejects the coverage entirely or selects lower limits, and all vehicles on the policy must have the same UM limit.
- This coverage must be offered but can be rejected. If applicant does not sign the acknowledgment on the application, UM coverage will be added to the policy.

**UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE**

Uninsured Motorist Property Damage coverage may not be purchased without UM BI coverage.

**UNINSURED MOTORIST COLLISION DEDUCTIBLE WAIVER COVERAGE**

- Uninsured Motorist Collision Deductible Waiver coverage may not be purchased without UM BI coverage and Collision coverage.
- UM CDW limit must match Collision deductible.

**COMPREHENSIVE AND COLLISION COVERAGES**

- Comp/Coll only policies are not available.
- Comp/Coll coverages must be written together.
- Comp/Coll are required if a Loss Payee is indicated.
- Inspections and photographs are required on all vehicles with pre-existing damage.
- Physical damage coverage is not available on trailers or any vehicle that is not a private passenger auto.
- These deductibles apply to each automobile for each loss arising out of each occurrence.



## COVERAGE INFORMATION

**SPECIAL/CUSTOM EQUIPMENT COVERAGE**

1. Coverage up to \$500 is automatically provided for special equipment available and installed by the manufacturer or its authorized dealer at the time of purchase.
2. If the value of the Custom/Special Equipment exceeds \$500, then the Custom/Special Equipment must be listed on the application, endorsed onto the policy, and a premium paid for coverage to apply.
3. The premium for Custom/Special Equipment is 20% of the equipment value annually.
4. Custom/Special Equipment cannot exceed \$2,000 in total value.
5. Acceptable Custom/Special Equipment, if installed by the manufacturer or dealer:
  - a) Special or deluxe roofs
  - b) Sound reproducing equipment, such as cassette players, CD players and amplifiers, which are permanently installed
  - c) CB radios which are permanently attached.
  - d) Car telephones which are permanently attached.\
  - e) Custom paint work, not including custom murals, and deluxe exterior.
  - f) Chrome engine accessories and diesel engines which are not standard equipment.
  - g) Chrome, reverse chrome, alloy or magnesium wheels and wheel covers.
  - h) Special seats, "Recaro" or leather seats.
  - i) Safety alarm or anti-theft devices not installed by the original equipment manufacturer.

**PHYSICAL DAMAGE NAMED DRIVER BUYBACK**

In consideration of an increased premium for Collision coverage, an optional policy form removing the restriction on coverage applicable to unlisted, non-household resident drivers under Part V – Physical Damage Coverage will be considered. All other conditions of the policy remain the same.

**NAMED NON-OWNER/NAMED OPERATOR POLICY**

This policy offers liability protection for the individual named on the declaration page while driving non-owned automobiles. Available coverages are BI/PD, Med Pay, and UMBI. Physical damage coverage is NOT available. Coverage is not provided if the automobile is owned by the named operator, a spouse, a household resident, or is available for regular use. No business use allowed.

Named non-owner/Named operator policies are rated by using the liability symbol of 01 and the current model year factor.



## FEES

All fees are fully earned and are not refundable.

Fees applicable to policies are listed in the table below:

FEE TYPE	TERM	ADD'L INFO	FEE AMOUNT
NEW POLICY	ALL	GOOD DRIVER***	\$26.00
		NON-GOOD DRIVER	\$33.00
INSTALLMENT FEE	ALL	NON-EFT BILLING	\$15.00
		EFT BILLING	\$7.00
REINSTATEMENT FEE	ALL	GOOD DRIVER***	\$12.00
		NON-GOOD DRIVER	\$15.00
ENDORSEMENT FEE	ALL	GOOD DRIVER***	\$5.60
	ALL	NON-GOOD DRIVER	\$7.00
RENEWAL	QUARTERLY	GOOD DRIVER***	\$13.00
		NON-GOOD DRIVER	\$16.70
	SEMI-ANNUAL	GOOD DRIVER***	\$20.00
		NON-GOOD DRIVER	\$25.00
	ANNUAL	GOOD DRIVER***	\$20.00
		NON-GOOD DRIVER	\$25.00
CONVENIENCE FEE	ALL	PHONE PAYMENTS	\$7.00
SR-22 FILING FEE	ALL	N/A	\$15.00
RETURNED ITEM FEE**	ALL	N/A	\$27.00
CA INSURED AUTOMOBILE ASSESSMENT	ANNUAL	PER VEHICLE	\$1.76

\*\*More than one returned item per policy is unacceptable. A Returned Item Fee applies when any form of payment offered is not honored by the associated bank or financial institution for any reason.

\*\*\*Only if all drivers on a policy qualify for the Good Driver Discount

