## **CALIFORNIA**

NB Effective Date 01/01/2025 Renewal Effective Date 01/01/2025



# Auto Program Guide

Underwritten by Coast National Insurance Company

**CONFIDENTIAL - Do Not Distribute** 



Agency Service Operations,
Underwriting, Technical Support,
and Licensing
1-855-319-7763 (Not for Insured's use)
or www.IAPRODUCERS.com

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## **CONTACT INFORMATION**

#### **Online Services**

#### **Producers**

www.IAProducers.com. Producer-dedicated website. Use it to:

- 1. Quote and sell new policies.
- 2. View policy summary information and process changes on coverage, drivers, and vehicles.
- 3. Make payments.
- 4. View and print policy documents and identification cards.
- 5. Check claims.
- 6. Access commission statements.
- 7. Order supplies including policy jackets and more.
- View forms such as direct debit authorization, EFT termination, named driver exclusion, and more.

#### **Customers**

www.BristolWest.com Customer-dedicated website.
Use it to:

- 1. Locate a Producer.
- 2. File a claim.
- 3. Make a payment and more.

#### **Customer Service**

#### **Service Operations**

1-888-888-0080 Monday through Friday 7 a.m. to 8 p.m. (CT) Saturday 7 a.m. to 7 p.m. (CT)

### **Agency Support Center (ASC)**

Technical Support (not for customer use)
1-800-638-8737
Monday through Friday 8 a.m. to 8 p.m. (CT)

#### **Agency Contract Management**

Appointment, License, Administrative Updates and Access 1-800-237-6136 Monday through Friday 8 a.m. to 7 p.m. (ET)

#### **Claim Services**

Report a claim online 24 hours a day on www.IAProducers.com or call Monday through Friday 8 a.m. to 7 p.m. (ET) at 1-800-274-7865

#### **Agency Supplies**

1-877-270-3452 Monday through Friday 8 a.m. to 5 p.m. (ET)

#### Fraud Hotline

1-888-662-6616

#### Fax Information

Service Operations - Proof of Prior documentation, Endorsements 1-888-888-0070

Accounting — EFT changes and terminations 1-800-682-0817

\*\*Attention: Please use the fax cover sheet that prints with the application to fax documents at all times.\*\*

#### **Document Submission - Electronically**

Go to www.IAProducers.com and log into your account.

Next, go to 'Manage My Customers' tab and select 'Policy Search'.

Once you have located the policy, under the Options dropdown, select 'Submit a Document' and attach the requested documentation.

#### **Addresses**

## Payment Without a Coupon and Overnight Payments

Bristol West Insurance Group ATTN: Box 248829 7340 West Memorial Road Oklahoma City, OK 73142

#### Installment and Renewal Payments

Bristol West Insurance Group P.O. Box 7142 Pasadena, CA 91109-7142

## Overnight Delivery (Other than Payments)

Bristol West Insurance Group 7340 West Memorial Road Oklahoma City, OK 73142

#### Confidential Information - Trade Secrets

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Bristol West Producers and the Company have a vital interest in protecting information used by Producers in conducting their business. This includes Underwriting Manuals and Guidelines, and documents and information about policyholders that is contained in their files

This Information Is Confidential

Producers and their employees are expected to keep such confidential information secure from outside visitors. Under no circumstances is confidential information to be generally released to regulatory bodies, the press and/or the public at large. Anyone claiming a legitimate reason to use such information must do so as required by law or judicial process.

## **GENERAL INFORMATION**

## **Definition of Private Passenger Auto**

When used throughout this Program Guide, the term "auto" means a four-wheeled passenger vehicle, owned or leased for a term of not less than six (6) months by the named insured or a family member which is not used for public or private livery conveyance or for commercial purposes other than "Business Use" as defined under "Vehicle Use Definitions".

#### **Company Bulletins**

Company bulletins are an official communication of any updates that may occur to our underwriting manual and serve as an addendum to the manual. Please keep any future bulletins together with this manual for reference.

## **Policy Term**

The Basic Program offers policy terms of three, six or twelve months on a direct bill basis depending upon the payment plan selected by the insured and consistent with California Insurance Code Section 660 (e).

## **Listing Operators**

All residents in the household age 14 and older MUST be listed on the application. All drivers residing in the household must be listed as operators or excluded from coverage on the application. Anyone with regular access to a vehicle should be listed whether they reside in the household or not. Comprehensive/collision coverage will not be extended to any non-listed driver. Drivers with learner's permits will be rated with zero years licensed.

## **Policy Packets**

Please provide insureds with a copy of the policy packet at the point of sale. Please review the claims reporting procedures on the policy package with the insured. Should conflict arise between the Policy and the Program Guide, the Policy is the controlling document.

## **Go Paperless Feature**

The feature is available to applicants who agree to receive their policy and billing documents via a valid e-mail address. Eligible applicants must successfully complete the Go Paperless enrollment process and maintain a valid e-mail account. The feature will be removed if the applicant requests to receive policy documents by postal mail delivery. Mid-term enrollments are effective on the date the insured completes the electronic terms and conditions agreement.

## eSignature

If the customer elects to sign documents using the eSignature process at new business, the applicable e-signed forms will be maintained by the company and accessible to the customer and your agency.

The customer has 18 days to complete the eSignature process. If the customer does not complete the eSignature process by the required deadline coverage, payment plan and/or rate changes may occur.

The eSignature process only applies for new business documents. Any subsequent documents that require a signature, after the new business transaction, will need the customer's physical (wet) signature and must be maintained in your files.

#### **Text Alerts**

Text Alerts are available to help customers manage their Auto policy. You can set your customer up for Text Alerts at new business or the customer can enroll at www.BristolWest.com. Customers who enroll in Text Alerts will receive system generated messages to their mobile phone number, such as:

- 1. Payment reminder alerts:
- 2. Missed payments alerts; and
- 3. Links to our new mobile website and IVR for easy access to make payments on www.BristolWest.com.

Customers can cancel Text Alerts at any time by replying STOP to a text alert sent by us or un-enrolling on www.BristolWest.com.

## **NEW BUSINESS PROCESSING**

#### **Submissions**

Coverage will be effective as of the date and time the application is signed by both the applicant and producer, provided:

- 1. The down payment is received by the producer.
- The producer uses Web Rater as agreed in writing in advance between the producer and the Company.
- 3. The printed application and additional forms are signed by the named insured.
- 4. The risk is consistent with our underwriting guidelines.

#### In addition:

- 1. Producers do not have the authority to issue policies, endorsements or cancellation notices.
- 2. We do not permit brokering of business. It is not acceptable for you to write business through and/or give our underwriting materials to other producers or brokers, or for you to submit applications to us for risks that will be serviced outside your office.
- 3. The insurance coverage requested is predicated on the Company receiving premium. If the insured's down payment is paid by a check that is not honored by their bank, no coverage will be provided.
- 4. All applications must be signed by both the applicant and producer, indicating the time and date submitted.
- 5. The named insured may be excluded from the policy but must still sign the application. The spouse may also be excluded.

Nothing in this Program Guide shall create any agency relationship whatsoever between the producer and Bristol West or between the producer and any insurance company Bristol West represents.

#### **Commission Statements**

Producers will receive commission statements twice a month. A debit balance must be paid promptly and in full. The "master Producer" will receive commission statements for all branch offices within that account.

#### **Processing**

Complete all requested information and retain the application with a photocopy of a driver's license(s) or photo I.D. and vehicle registration(s) (applicant's current DMV registration or bill of sale).

All supporting documents shall be maintained with the signed application. In the event the Company needs any document retained by the producer, the producer is contractually obligated to send such documents within 48 hours of receipt of the Company's request.

## **Voiding New Business Applications**

- 1. Any application to be voided must be voided via Web Rater on the day of submittal.
- 2. Applications cannot be voided once the insured leaves the Producer's office.
- 3. Any request to void an application received after this period will be cancelled, not voided. All fees charged will be fully earned, in addition to any premium that is earned during the time that coverage has been provided.
- 4. To void an application in Web Rater:
  - a. Click Void a Transaction on the Main Menu.
  - b. Enter the Policy Number in the box provided. The Policy Number may be found on the application or the Payment Receipt.
  - c. Enter the Confirmation Number in the box provided. The Confirmation Number may be found on the application or the Payment Receipt.
  - d. Select the reason why you are voiding this transaction by using the Drop-Down Select Box.
  - e. Click the NEXT until completion.
  - f. Upon receiving the Confirmation Page, print the Void Receipt and retain for your records.

## **UNACCEPTABLE RISKS**

The following risks are not acceptable for our private passenger auto program:

These provisions do not apply if any driver on the policy qualifies as a good driver, as defined in California Insurance Code 1861.025 and the vehicles insured are private passenger type, as defined California Insurance Code 660.

## **Unacceptable Insureds/Drivers**

- 1. Operators with more than three (3) at-fault accidents in the 36 months prior to inception.
- 2. Operators convicted of any of the following the 36 months prior to inception:
  - a. A felony as a result of a driving related conviction
  - b. More than two of the following:
    - i. Driving a motor vehicle with a blood alcohol level equal to or in excess of 0.08 percent as evidenced by the MVR, or if under age 18, driving a motor vehicle with a blood alcohol level equal to or in excess of 0.05 percent as evidenced by the MVR
    - ii. Any major violation
- 3. Operators employed or attending school outside the state of California.
- 4. Operators with a mailing address outside of California (Exceptions: Active duty military or student attending school in the state of California or vehicles garaged in the state of California with proof submitted).
- 5. Operators with a permanently suspended or revoked license.

## Unacceptable Vehicles (for any coverage)

- 1. Vehicles leased for a term of less than six (6) months.
- 2. Vehicles over 40 model years old.
- 3. Vehicles garaged outside of California. In the case where a vehicle is moved outside California, out of state ZIP Codes will be rated using the factors from the highest-rated California ZIP Code.
- 4. Vehicles with more or less than four (4) wheels, except "dualies".
- 5. Vehicles with a load capacity (ton rating) in excess of one (1) ton or gross vehicle weight of greater than 10,000 pounds.
- 6. Vehicles modified for high performance.
- 7. Vehicles that are not roadworthy.
- 8. Vehicles used for racing.
- 9. Vehicles leased or rented to other drivers by the applicant.
- 10. Vehicles equipped with altered suspensions. "Altered vehicles" are defined as homemade, custom-built, or modified vehicles, vehicles with lift kits, snowplowing equipment, cooking equipment or bathrooms.
- 11. Vehicles not registered for street use.
- 12. Vehicles used for delivery, limousine, or taxi service.
- 13. Vehicles used to transport nursery or school children, migrant workers, hotel/motel guests, patients, or members of a van/car pool.
- 14. Vehicles used commercially for retail or wholesale delivery of products, such as, but not limited to, magazines, newspapers, mail, pizza, (or other food items), farm animals or produce, limousine or taxi services; or other delivery services (including but not limited to vehicles used to transport nursery or school children, migrant workers, hotel/motel guests, patients or members of a van/car pool) or emergency vehicles.
- 15. Vehicles used for a courier or escort service.
- 16. Vehicles used for towing.
- 17. Commercial vehicle types, Step, Panel, Cutaway Vans, Dump Trucks and Wide Load Escort Vehicles.

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- 18. Vehicles transporting explosives, chemicals, radioactive materials or flammable substances.
- 19. Vehicles with an incomplete chassis.
- 20. Conversion vans requesting comprehensive and collision coverage.
- 21. Vehicles not owned or leased by named insured or others listed as rated drivers unless rated for business use.
- 22. Vehicles with an original MSRP over \$125,000
- 23. Vehicles of any of the following types: Campers, dune buggies, racing vehicles, taxicabs, limos, jitneys, emergency vehicles, or commercial vehicles.
- 24. Farm vehicles, Motor Homes, or Kit cars.
- 25. Vehicles used in Commercial Rideshare Programs, unless the optional buyback provision is purchased.
- 26. Policies with more than one (1) Business, Commercial Ridesharing or Artisan Use vehicle. Refer to Vehicle Use section.

## **Unacceptable for Physical Damage**

- 1. Vehicles rated based only on their actual cash value, stated amount, or stated value.
- 2. Vehicles older than model year 1981.
- 3. Salvage Vehicles (Exception to salvaged vehicle rule: If vehicle has been rebuilt; and properly certified with the State Department of Motor Vehicles as roadworthy).
- 4. Vehicles with modified exteriors and/or lowered or lifted vehicles more than three (3) inches, with the exception of truck/SUV models, which may be raised up to six (6) inches.
- 5. Vehicles of the following makes/models: Acura NSX, Aro, Aston Martin, Audi R8, Avanti, Bentley, Bricklin, Bugatti, DCX (Dodge) Sprinter, DeLorean, Ferrari, Fisker, Ford Think, GEM, Laforza, Lamborghini, Lotus, Maserati, Maybach, McClaren, Panther, Porsche 911, Rolls Royce, Sterling, Triumph, TVR, Golf Cart Style, Micro Trucks and Vehicles with top speeds of 25-30 mph.
- 6. Vehicles with an original MSRP over \$125,000

## **Unacceptable Customizing Equipment**

- 1. Additional equipment not permanently installed in the vehicle.
- 2. Radar detectors, custom murals, nose bras and insect shields.
- 3. Equipment in an unlocked or open vehicle.
- 4. Equipment for which the value cannot be determined or verified.
- 5. Sinks/bathroom/toilet facilities/equipment for cooking.
- 6. Personal property carried in a vehicle.

## **SUMMARY OF DISCOUNTS**

DISCOUNT	DEFINITION	PROOF REQUIREMENT	COVERAGES
Vehicle/Driver	Applies to common coverages on each insured vehicle. Vehicles garaged at the same household address can be written on one policy if all titleholders sign the application.	NA	BI, PD, UMBI, UMPD, Medical Payments, Comprehensive and Collision
Multi-Policy	Applies when the named insured has a Personal Lines policy within the Bristol West Group of Companies available through Independent Producers.	Policy number of other coverage	BI, PD, UMBI, UMPD, Comprehensive and Collision
Anti-Theft Device	Applies when the insured provides a certificate of installation of a homing type security device, either LoJack or a similar fully pre-paid electronic homing type anti-theft device.	Certificate of installation	Comprehensive
Mature Driver	Applies to insureds age 55 or older that have successfully completed a Mature Driver Improvement Course approved by the Department of Motor Vehicles. The discount does not apply if during the three (3) years following the course completion date:  1. The principal operator has been involved in an at-fault auto accident 2. The principal operator has been convicted of a violation of Division 11 of the Vehicle Code, except Chapter 9 of that division, or of a traffic related offense involving alcohol or narcotics. 3. The insured completed the course pursuant to a court order. 4. The discount applies only to a mature driver rated vehicle.	Certificate of completion	BI, PD, UMBI, UMPD, Comprehensive and Collision
Non-owner	Applies when an individual obtains liability protection but does not own a vehicle or have access to any personal use vehicle on a regular basis (including any vehicle owned by household members).	NA	BI, PD, UMBI, Medical Payments
Good Driver	by household members).		BI, PD, UMBI, UMPD, Medical Payments, Collision Deductible Waiver, Comprehensive and Collision
	Continued on Page 7		

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## Good Driver (continued)

- (3) Was the driver of a motor vehicle involved in an accident that resulted in bodily injury or in the death of any person and was principally at fault. The commissioner shall adopt regulations setting guidelines to be used by insurers for the determination of fault for the purposes of this paragraph and paragraph (1).
- (c) During the period commencing on January 1, 1999, or the date 10 years prior to the date of application for the issuance or renewal of the Good Driver Discount policy, whichever is later, and ending on the date of the application for the issuance or renewal of the Good Driver Discount policy, he or she has not been convicted of a violation of Section 23140, 23152, or 23153 of the Vehicle Code, a felony violation of Section 23550 or 23566, or former Section 23175 or, as those sections read on January 1, 1999, of the Vehicle Code, or a violation of Section 191.5 or subdivision (a) of Section 192.5 of the Penal Code.
- (d) Any person who claims that he or she meets the criteria of subdivisions (a), (b), and (c) based entirely or partially on a driver's license and driving experience acquired anywhere other than in the United States or Canada is rebuttably 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) for that period.

**12810.** In determining the violation point count, the following shall apply:

- (a) A conviction of failure to stop in the event of an accident in violation of Section 20001 or 20002 shall be given a value of two points.
- (b) A conviction of a violation of Section 23152 or 23153 shall be given a value of two (2) points.
- (c) A conviction of reckless driving shall be given a value of two points.
- (d) (1) A conviction of a violation of subdivision (b) of Section 191.5 or subdivision (c) of Section 192 of the Penal Code, or of Section 2800.2 or 2800.3, subdivision (b) of Section 21651, subdivision (b) of Section 22348, subdivision (a) or (c) of Section 23109, Section 23109.1, or Section 31602 of this code, shall be given a value of two (2) points.
  - (2) A conviction of a violation of subdivision (a) or (b) of Section 23140 shall be given a value of two points.
- (e) A conviction of a violation of Section 14601, 14601.1, 14601.2, 14601.3, or 14601.5 shall be given a value of two (2) points.
- (f) Except as provided in subdivision (i), any other traffic conviction involving the safe operation of a motor vehicle upon the highway shall be given a value of one point.
- (g) A traffic accident in which the operator is deemed by the department to be responsible shall be given a value of one (1) point.
- (h) A conviction of a violation of Section 27360 or 27360.5 shall be given a value of one (1) point.
- (i) (1) A violation of paragraph (1), (2), (3), or (5) of subdivision (b) of Section 40001 shall not result in a violation point count being given to the driver if the driver is not the owner of the vehicle.
  - (2) A conviction of a violation of paragraph (1) or (2) of subdivision (b) of Section 12814.6, subdivision (a) of Section 21116.

Continued on Page 8

#### Good Driver Section 21207.5, 21708, 21710, 21716, 23120, 24800, or 26707 shall not be given (continued) a violation point count. (3) A violation of subdivision (d) of Section 21712 shall not result in a violation point count. A violation of Section 23136 shall not result in a violation point count. (5) A violation of Section 38301.3 shall not result in a violation point count. A conviction for only one violation arising from one occasion of arrest or citation shall be counted in determining the violation point count for the purposes of this section. **12810.2.** Notwithstanding subdivision (e) of Section 12810, no violation point count shall be given for a conviction of a violation of Section 27315. **12810.3.** Notwithstanding subdivision (f) of Section 12810, a violation point shall be given for a conviction of a violation of subdivision (a) of Section 23123, subdivision (a) Section 23123.5, or subdivision (b) of Section 23124, occurring on or after July 1, 2021, that occurs within 36 months of a prior conviction for the same offense.

## **DRIVER INFORMATION**

## **Driver Assignment**

All operators in the household shall be evaluated. Rate the highest vehicle to highest driver in descending order. If there are more vehicles than operators, the remaining vehicle(s) shall be assigned an EV driver class with zero violations.

#### **Driver Classification**

- 1. Years Experience the number of years which an operator has been licensed to drive in California and any other state wherein the driver has been licensed to operate a vehicle. All California licensed operators with less than three (3) years of California MVR experience can provide an out of state MVR which will account for a total of three (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. Operators who
  are married with an excluded spouse and has less than 15 years driving experience will need to submit a marriage certificate in order
  to be rated as married, otherwise the operator will be rated as single.
- 3. Permanent Domestic Partner (PDP) Two adults who have chosen to share their lives in an intimate and committed relationship, reside together, and share a mutual obligation of support for the basic necessities of life.
  - a. For insureds to be rated as PDP, we may require proof. This proof could be a California driver's license from both operators showing a common household, a copy of a bank statement or check with both people listed, a utility bill or purchase agreement indicating both people share the residence. The Company reserves the right to accept or decline any form of proof.
  - No more than two operators are eligible to be rated as PDP on any single policy.
  - c. Dependent children and relatives are not eligible.

#### **Excluded Drivers**

All residents in the household age 14 and older MUST be listed on the application and MUST be either rated or excluded. Unlicensed operators will be considered for rating, unless excluded. People who have a permanently revoked license are unacceptable and must be excluded. The named insured may be an excluded driver. Neither liability nor comprehensive/collision coverage will be extended to excluded drivers. Any regular operator of any vehicle should also be listed, regardless of whether they reside in the household or not. The named insured must sign the Driver Exclusion Endorsement form.

Driver exclusions will apply to the current policy term and all rewrites or renewals and may only be superceded by an endorsement request to add the excluded person(s) to the policy as a driver.

## **DRIVING RECORD POINTS/VIOLATIONS**

## **Chargeable Period**

The experience period for convictions and accidents is the 36-month period prior to the policy inception date. Violations charged for by the DMV will be charged for under this program. In determining violations counted, use the California Vehicle Code Violations used in the Negligent Operator Count list published by the California Department of Motor Vehicles as the guideline. Use the conviction date, not the occurrence date, to determine if the accident, serious traffic infraction or non-criminal traffic infraction falls within the chargeable period.

#### **Convictions**

Refer to the driving record of the principal and each additional operator to determine the convictions of each operator. For this purpose, use the California Department of Motor Vehicles public record of traffic violations. Out-of-state convictions count the same as in-state convictions, provided the violation would have resulted in a point assignment, had it occurred in California. There is no cap on the number of minor convictions allowed for eligibility purposes.

Minor violations occurring while driving an employer's vehicle for compensation may not be chargeable and should be identified on the application. This exception does not apply to major violations or accidents. A declaration from the applicant under penalty of perjury, or a letter from the employer on company letterhead, per CIC 488, is required in order to not charge for employment related minor violations.

An accident is chargeable if the occurrence resulted in liability (BI/PD) or collision damage (paid, outstanding, or deemed to be responsible) exceeding \$1,000 arising out of ownership, use or operation of an automobile, other than "not at fault".

An accident is not chargeable if:

- 1. Vehicle was lawfully parked.
- 2. Vehicle was struck in rear while legally stopped for traffic or traffic control device.
- 3. Vehicle collided with a bird or animal.
- 4. Vehicle was involved with a hit-an-run driver, and the report was made to proper authorities.
- 5. Accident in which reimbursement was obtained from another party, providing the Company makes no liability payment on behalf of the insured. Must be verified by the previous carrier. (One-car accidents shall be considered "at-fault.")
- 6. Applicant, owner, or resident operator was involved in an accident, which was
  - Determined to be less than 51% negligent, or
  - b. Reimbursed for 51% or more of his or her damages by or on behalf of, person involved in accident.
  - c. Responding to a call as a fire, safety, or law enforcement person.

#### Acceptable proof of "not at fault":

- 1. A police report indicating less than 51% responsibility.
- 2. A letter from the claims department.
- 3. A copy of a claims draft payable to the insured.
- 4. A signed letter stating that they were not at-fault and there is no other evidence (such as a C.L.U.E. Report) that the accident was the insured's fault.
- 5. The Company will provide them with a form to sign that states they were not at-fault in the accident under penalty of perjury in compliance with CCR 2632.13(i).

#### Good Driver Discount Eligibility:

For more information on the Good Driver Definition, please refer to page 6 of this guide.

#### Violations and Accidents are assigned points as follows:

		BI/UMBI/Med Points			PD Points		
Description	Violation Point Class	1st Occurrence	2nd Occurrence	Each Additional	1st Occurrence	2nd Occurrence	Each Additional
At-Fault Accident	AAF	3	4	4	3	4	6
Driving Under the Influence	DUI	4	4	4	4	4	6
Major Violation	MAJ	2	4	4	3	2	4
Minor Violation *	MIN	4	2	4	2	3	2
Speed Violation *	SPD	1	1	3	]	2	1
Minor Only **	MIN	4			4		
Speed Only **	SPD	3			3		

		Comprehensive Points			Collision/UMPD Points		
Description	Violation Point Class	1st Occurrence	2nd Occurrence	Each Additional	1st Occurrence	2nd Occurrence	Each Additional
At-Fault Accident	AAF	1	1	3	2	4	8
Driving Under the Influence	DUI	4	4	6	4	4	8
Major Violation	MAJ	4	3	4	4	4	8
Minor Violation *	MIN	2	4	6	3	2	3
Speed Violation *	SPD	1	3	6	1	2	4
Minor Only **	MIN	4			4		
Speed Only **	SPD	4			3		

<sup>\* 1</sup>st occurrence with another violation for driver \*\* No other violation for driver

Violations and accidents are aged using the occurrence date of violation convictions. The aging categories are 0-12 months, 13-24 months, and 25-36 months.

## Same Day Offenses

If multiple violations occur on the same incident and date, only the violation with the highest point count will be charged. (Multiple violations in different incidents will be charged on the same date.) If a violation occurs with an accident, both will be charged.

#### **Verification**

Please reinforce to the applicant the importance of providing accurate and complete information regarding the driving records of all drivers on the policy. This will help to provide an accurate premium at the point of sale, thus avoiding an unexpected premium uprate or the risk of a policy being voided for a material misrepresentation.

## **SR-22 Filings**

Check block "S" (Broad Coverage) when completing SR-22. Enter the policy number from the application. California DMV "X numbers" can be used for out of state licensed military drivers requiring a SR-22. We do not issue SR-22s for states other than California or for excluded drivers.

Filings can be issued only when we insure all the vehicles in the same household registered to the Named Insured. A filing will be issued until canceled with a fully earned SR-22 fee. If a filing is requested by endorsement, a SR-22 fee will apply. No SR-22 fee applies to "offers to re-write".

If an SR-22 accompanies a voided application submittal, renewal, or endorsement, send all copies of the immediate SR-22, issued on behalf of the Company.

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## **VEHICLE INFORMATION**

A fee will be charged per vehicle per year. The fee is used to fund the investigation and prosecution of fraudulent automobile insurance claims as per the California Department of Insurance Code, Section 1872.8.

### **Vehicle Use**

Pleasure Use	Vehicles not used for business/commercial purposes; vehicles used to commute back and forth to work or school; vehicles used primarily on a farm, ranch or orchard.	
		ship owned or leased vehicles, are subject to a surcharge. Iy one (1) Business Use, Commercial Ridesharing or Artisan
Business Use	Private passenger vehicles (including mini-vans) owned or leased by the applicant and used in his or her business or occupation.	<ol> <li>Acceptable Business Use includes but is not limited to:         <ol> <li>Vehicles used by real estate or insurance agents, doctors, accountants or other professionals visiting multiple locations.</li> <li>Vehicles used by sales or service representatives, or for consumer-oriented direct home sales (e.g. Tupperware, Avon, Mary Kay, etc.).</li> </ol> </li> <li>Unacceptable Business Use includes but is not limited to:         <ol> <li>Pick-up or delivery of goods (newspaper, pizza or other food items).</li> </ol> </li> <li>Vehicles used as a taxi, limousine, or emergency vehicle.</li> <li>Vehicles used for the transportation of nursery or</li> </ol>
Commercial Ridesharing	The vehicle is used in a Commercial Ridesharing Program, which means an arrangement or activity through which persons are transported for compensation, regardless of the amount or form of compensation charged or paid and includes the time:  1. Commencing when a driver of an auto is available to accept transportation requests for passengers for compensation;  2. Between the driver accepting a transportation request and the passengers entering into or being loaded upon the auto used for this request;  3. Passengers are in or upon the auto used for this request; and  4. Between the passengers exiting or unloading from the auto and the driver is no longer available to accept transportation requests.	school children, migrant workers or hotel/motel guests.  Commercial Ridesharing surcharge will apply: When the optional Commercial Ridesharing coverage endorsement is purchased; Coverage only applies to those vehicles identified on the Declarations page as having this coverage.  Acceptable Commercial Ridesharing is:  1. The time period commencing when you and your covered auto are available to receive requests for transportation through a digital network or similar connection used by a Transportation Network Company, and ending when you and your covered auto are engaged in a Prearranged Ride.  a. Prearranged Ride, means a period of time that begins when a driver accepts a requested ride through a digital network or similar connection and continues while the driver transports the rider in a personal auto, and ends when the rider departs from the personal auto.  b. Transportation Network Company means a corporation, partnership, sole proprietorship, or other entity that uses a digital network or similar connection to connect riders to drivers for the purpose of providing transportation.

**Confidential Information - Trade Secrets** 

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Commercial Ridesharing (Continued)		Unacceptable Commercial Ridesharing includes, but is not limited to:  1. Vehicles used for Personal Vehicle Sharing Program where a legal entity is engaged in the business of facilitating the sharing of private passenger cars, utility cars, or utility trailers for noncommercial use by individuals within the state.  2. Vehicles engaged in a prearranged ride.  3. Vehicles not identified on the declarations page as having a commercial ridesharing endorsement.  4. Vehicles used to transport goods or property for compensation.
Artisan Use*	Acceptable Artisan occupations include but are not limited to carpenter, plumber, brick mason, roofer, welder and tree trimmer.	<ul> <li>Use of a vehicle by an Artisan who uses a vehicle only as a means of transportation of the insured and his/her tools to and from the job site is acceptable provided: <ol> <li>The vehicle is not used to pick up goods or delivery of property.</li> <li>The vehicle must be operated by only the insured and listed family members. Insured can be self-employed.</li> <li>The vehicle is used to visit no more than five sites per day within a 100-mile radius.</li> <li>The vehicle must not carry equipment in excess of 500 pounds.</li> <li>The vehicle may have a toolbox, a rack (for ladders, pipe, or building material), or a tool rack. (Tools and equipment are not covered.)</li> <li>The vehicle may have signage, which indicates insured's name and type of service, i.e., "Smith's Landscaping".</li> <li>The vehicle must not be used to transport flammable liquids, chemicals or explosive materials.</li> </ol> </li></ul>

<sup>\*</sup>All artisan risks with physical damage coverage must have two photos taken and a copy of the registration. The photos will be retained in the Producer's file.

## **Registered Owner**

The named insured does not have to be the registered owner of the vehicle. A non-relative who does not have his or her name on the registration can insure the vehicle with us. Only the named insured needs to sign the application. The registered owner of the vehicle must be listed as an "Additional Interest". The registered owner or owners must either be included on the policy or excluded.

## **Vehicle Symbols**

Ensure that the Vehicle Identification Number (VIN) is correct since symbols will be assigned based on the VIN. 1980 and older vehicles will be acceptable for liability only and will be assigned symbol 69 for all coverages. Unlisted New Models: Complete the information requested in Web Rater. Call Service Operations and we will assign the proper vehicle symbol. Conversion vans will be acceptable for liability only and are rated using vehicle Actual Cash Value (ACV). Salvage Vehicles - call Service Operations to obtain symbols for Salvage vehicles that are rebuilt and are properly certified with the State Department of Motor Vehicles as roadworthy.

## **Non-Ascertainable Vehicle Symbols**

In the event you are unable to obtain a vehicle symbol, please contact Service Operations and we will assign the proper vehicle symbol.

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## **Annual Mileage**

During the new business application process, applicants are required to provide the estimated annual mileage for each vehicle to be insured on the policy.

Annual mileage is determined pursuant to California Code of Regulations T.10 2632.5(c)(2).

The default mileage for all vehicles is 13,000 for pleasure use and 15,000 for business and artisan use or with the Rideshare Endorsement.

## **Severe Prior Damage Surcharge**

Based on the vehicle's VIN a vehicle history report will be run to identify severe prior damage. The surcharge will automatically be applied to the quote after all underwriting reports are run and prior to submission of the new business. Examples of vehicles with severe prior damage are vehicles with a total loss, fire damage, crash test vehicle, severe frame damage, airbag deployed, stolen vehicle, scrapped vehicle, salvage auction and recycler.

#### **Non-Owner Guidelines**

Non-owner policy provides liability protection to an individual who does not own or lease a vehicle for more than six (6) months, nor have access to any personal use vehicle on a regular basis including vehicle owned by household members.

- 1. Coverage does not apply to any vehicle owned by the insured, spouse or member of the household.
- 2. Coverage applies only to the named insured listed on the Declarations Page and does not extend to household members.
- 3. BI/PD, Medical Payments, and UM/UIM are the only coverages written.
- 4. Physical Damage coverage is not available.
- 5. Business or Artisan use or with the Rideshare Endorsement.
- 6. SR-22 Filings are acceptable (operator only).
- Maximum BI/PD limits of 25/50/25.
- 8. Commercial use is unacceptable. There is no coverage for the insured while he or she is driving an employer's vehicle and the employer's vehicle is being used in the course of business.

If the insured purchases a vehicle he or she must notify the Company within 30 days of purchase. The vehicle will be added to the current policy and the non-owner discount will be removed.

## **SUMMARY OF COVERAGES**

BI/PD	<ol> <li>All vehicles on the policy must carry the same limits.</li> <li>Available limits are (\$000s):         <ul> <li>30/60/15</li> <li>30/60/25</li> <li>50/100/25</li> <li>50/100/50</li> <li>100/300/100</li> <li>250/500/10</li> <li>Permissive user coverage 30/60/15</li> </ul> </li> <li>Lessor Liability Endorsement</li> <li>In exchange for an increased premium, this endorsement will be added to the insurance policy.</li> <li>The provisions in this endorsement are only effective while the vehicle is leased by the insured for a period of at least six months, as documented by a standard form lease agreement with expressly stated insurance coverage requirements.</li> <li>The following BI/PD limits are available:         <ul> <li>70/240/35 with 30/60/15 listed coverage</li> <li>70/240/25 with 30/60/25 listed coverage</li> <li>This coverage provided is in addition to that listed on the declarations page, and is only available to indemnify the lessor pursuant to the terms listed in the policy.</li> </ul> </li> <li>The provision of the coverages in this endorsement shall in no event increase our limits of liability for any damages the insured becomes legally obligated to pay, pursuant to the terms of the policy.</li> <li>Full Permissive User Endorsement</li> <li>In exchange for an increased premium, permissive users will be covered at the full limit of liability listed on the Declarations Page.</li> </ol>
Physical Damage (Comp/Coll)	<ol> <li>We do not write physical damage only policies.</li> <li>Comprehensive and Collision must have the same deductible.</li> <li>Comprehensive and Collision coverage will not be allowed on vehicles older than model year 1981.</li> <li>Comprehensive and Collision coverage will not be allowed on vehicles over \$125,000 cost new based on ISO unadjusted symbol 25. We will accept one vehicle per policy over \$50,000 cost new based on ISO unadjusted symbol 25.</li> <li>Physical Damage coverage does not have to be selected for each vehicle on a multi-vehicle policy.</li> <li>Collision coverage shall not apply when the insured auto is operated by any person who is not licensed to operate a motor vehicle or who is a licensed resident of applicants household and not listed on the application or added by endorsement prior to loss.</li> <li>The following deductibles can be selected:         <ul> <li>\$500</li> <li>\$750</li> <li>\$950</li> <li>\$1,000</li> <li>\$1,500</li> <li>\$2,500</li> <li>\$5,000</li> <li>\$5,000</li></ul></li></ol>
Mexico Coverage	<ol> <li>Covers when a loss occurs within 25 miles of the United States border;</li> <li>This limited extension of coverage only applies for infrequent trips into Mexico that do not exceed 10 days at any one time.</li> </ol>

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UMBI	<ul> <li>(includes UIM)</li> <li>1. Uninsured Motorist Bodily Injury coverage is only available on policies with Bodily Injury and Property Damage coverage.</li> <li>2. Uninsured Motorist Bodily Injury Limits must be identical for all cars on a multi-car policy.</li> <li>3. Uninsured Motorist Bodily Injury Limits cannot exceed the Bodily Injury liability limits.</li> <li>4. Uninsured Motorist Bodily Injury coverage must be selected or rejected. If the Uninsured Motorist rejection on the application is not signed the coverage will be added to the policy until a signed rejection is received.</li> <li>5. Available limits are (\$000s): <ul> <li>a. 30/60</li> <li>b. 50/100</li> <li>c. 100/300</li> <li>d. 250/500</li> </ul> </li> </ul>
UMPD	<ol> <li>Uninsured Motorist Property Damage coverage is available only when Uninsured Motorist Bodily Injury coverage is written and there is no Collision coverage on the applicable vehicle. Please note that if any carrier is providing Collision coverage, Uninsured Motorist Property Damage coverage cannot be written in this program.</li> <li>Available limits: \$3,500</li> </ol>
Med Pay	Available only as excess insurance over any other valid and collectible medical coverage     The available limits are:     a. \$ 500     b. \$ 1,000 (Limits above \$1,000 are no longer available to new business or renewal business.)
Collision Deductible Waiver	<ol> <li>Available only when Uninsured Motorist Bodily Injury and Collision coverage are written on the applicable vehicle and is equal to the Collision coverage deductible.         <ul> <li>a. \$500</li> <li>b. \$750</li> <li>c. \$950</li> <li>d. \$1,000</li> </ul> </li> <li>If collision Deductible Waiver is selected on one full coverage vehicle, all full coverage vehicles must carry this coverage and liability only vehicles must carry UMPD coverage. Collision Deductible Waiver is not offered on vehicles with a deductible higher than \$1,000.</li> </ol>
Rental Reimbursement	1. Pays for rental car expense incurred as a result of a collision or comprehensive covered loss: a. \$25 per day with a maximum of \$250 b. \$25 per day with a maximum of \$750 c. \$30 per day with a maximum of \$300 d. \$30 per day with a maximum of \$900 e. \$40 per day with a maximum of \$400 f. \$40 per day with a maximum of \$1,200
Towing and Labor	Towing and Labor reimburses the insured for each disablement on a covered vehicle subject to a maximum limit for each policy term.     Limits available:     \$50 per disablement with a maximum of \$150 for a 6-month term policy or \$300 for a 12-month term policy or \$75 per disablement with a maximum of \$225 for a 6-month term policy or \$450 for a 12-month term policy.

#### **Customizing Equipment**

- 1. Customizing Equipment Coverage 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.
- 2. Examples of eligible additional equipment:
  - a. Permanently installed stereo valued at \$1,500 or less. The limit applies to the total of all stereo equipment installed, not to each component.
  - b. Custom paint and exterior body panels (spoilers, ground effects, fender flares, running boards, etc.).
  - c. Custom wheels and tires, including oversized tires.
  - d. Equipment to modify vehicle height both raised and lowered vehicles. All modifications must be to suspension only.
  - e. Custom seats or interior features.
  - f. Safety or alarm devices.
- 3. Examples of items NOT eligible as additional equipment:
  - a. Equipment not permanently installed on the vehicle.
  - b. Equipment not listed on the application.
  - c. Equipment for which a value cannot be determined.
  - d. Televisions, VCRs, DVD players, and radar detectors.
  - e. Bath, toilet, or kitchen equipment, including refrigerators.
  - f. Chassis modification.
  - g. Vehicles equipped with hydraulic or pneumatic suspension equipment designed to make a vehicle rock, jump or bounce.

An itemized list of Additional Equipment must be provided on the application. At time of claim, the insured will be required to provide proof of purchase and installation. Additional Equipment Coverage is subject to a \$50 deductible and provides coverage up to the lesser of actual cash value, declared value, or actual cost to repair. Maximum coverage is \$5,000.

## **BILLING AND FEES**

#### Fee Table

Fee	Good Driver	Non	Condition
Policy Fee = 3 months	\$18.08	\$22.60	All policies will be charged a policy fee. The fee will be fully
Policy Fee = 6 months	\$18.08	\$22.60	earned on the down payment or allocated equally across the
Policy Fee = 12 months	\$18.08	\$22.60	down payment and all installments. The fee is applied for each renewal.
SR-22 Fee	\$17.	71	For each SR-22 filing on the policy.
NSF Fee	\$25.	00	For any payment not honored by a financial institution.
Reinstatement Fee/Lapse fee	\$9.41	\$11.76	A fee applies to any policy issued as reinstatement with lapse or renewal with lapse.
Installment Fee - Non-EFT	\$12.	00	For each installment payment made via any method other than EFT.
Installment Fee - EFT	\$10.	00	For each installment payment made via EFT.
Cancel Fee	\$50.	00	A cancel fee will apply to all insured request cancellations.
Rewrite Fee	\$36.90	\$46.13	A fee applies to any policy issued as rewrite.
Endorsement Fee	\$2.82	\$3.53	A fee applies when endorsements are made unless the endorsement effective date is the inception date or the latest change date of the policy.
Fraud Fee = 3 months	\$0.4	14	
Fraud Fee = 6 months	\$0.8	38	Fraud fee required by state regulation
Fraud Fee = 12 months	\$1.7	<b>'</b> 6	
Excluded Driver Fee	\$10.00		A fee that applies when there is an Excluded Driver listed on the policy. The fee is applied to New Business and each subsequent renewal and will only be charged once per policy term.
Loss Payee/Additional Interest Fee	\$3.00		A fee that applies when there is a Lienholder or Loss Payee listed on the policy. The fee is applied to New Business each subsequent renewal and will only be charged once per policy term.

## **Payment Plans**

A variety of competitive low down payment options are available. Please refer to Web Rater for details regarding down payments, billing fees, EFT requirements, installments and due dates.

## **Electronic Funds Transfer (EFT)**

## PRODUCER ELECTRONIC FUNDS TRANSFER (EFT):

Funds are automatically swept from the Producer's account the third business day after the policy is uploaded. If it is uploaded late in the day or if it is uploaded from a later time zone, it may actually be swept on the fourth business day due to timing issues.

## POLICYHOLDER ELECTRONIC FUNDS TRANSFER (EFT):

Policyholder EFT is available for several payment options. For new business, just select a payment plan and indicate EFT in the payment section of the application, collect the required down payment, complete the form within the Web Rater application, upload as usual, fax as indicated and we will begin to draft the first installment due date.

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#### **Western Union Quick Collect**

Your customers may make payments through Western Union Quick Collect (City Code "POLICY", State Code "CA"). For the nearest location, call 1-800-325-6000. Western Union will accept the payment (must be in cash) plus fee. Customers must have their customer or policy number available.

#### **Additional Premiums**

If there is a difference between the quoted premium and the actual premium, the additional premium will be added to the remaining payments. The insured will be mailed an additional premium notification offering the following three options: (1) recalculation of the monthly payment to include the additional premium, or; (2) request cancellation of the policy and any unearned premium will be refunded based on the original quoted premium, or; (3) take no action by not making the next scheduled payment and the policy will be cancelled and any unearned premium will be refunded based on the new policy premium.

### **Payment Options**

#### **PAYMENT ON TIME**

Pay the exact amount of the payment on or before the due date to keep the policy in full force with no lapse in coverage.

#### **REINSTATEMENT WITH A LAPSE**

Policies that have been cancelled for non-payment of premium for up to 30 calendar days, can be reinstated with a lapse in coverage. The insured must provide full payment for the amount listed on the cancellation notice within 30 days of the cancel effective date. A reinstatement with lapse fee will be included in the next payment. A pro-rata credit equal to the number of days the policy lapsed will be applied to the remaining term balance. (No new policy fee or SR-22 fee applies).

#### **Renewal Guidelines**

We issue the renewal bill no later than 20 days before the policy expiration. This is the only notice sent. The insured should pay the Company directly. You may accept payments in your office up to the expiration date of the policy with no lapse in coverage provided you either postmark or submit the payment via Tele-Confirm by the expiration date. Please contact Service Operations if you accept a payment in your office on or near the policy expiration date. They will document the transaction to avoid a lapse in coverage.

Renewal down payments will be accepted up to 30 days from the renewal effective date.

- 1. Down payments postmarked after the renewal effective date will be re-written with a lapse in coverage effective one day after the postmark date.
- 2. Payments received in the producer's office will be re-written with a lapse in coverage effective the date and time the payment was received.
- 3. The renewal policy will have new effective and expiration dates.
- 4. The policy will be issued at the rates in effect as of the new effective date.

Any payments received more than 30 days from the original renewal effective date will be applied to the policy to pay any outstanding balance. Any refund due the insured will be issued approximately 10 days from the receipt of the payment in our office. The policy may be submitted as new business with new effective and expiration dates and the required down payment. Any outstanding balance on the cancelled policy must be paid in full.

For your existing customers, prior to the 12-month anniversary of the policy, a renewal offer can be adjusted for points by attaching a current MVR (run within the last 30 days) for each driver you want to be adjusted.

#### **Non-Renewal Guidelines**

For the purposes of non-renewal, the Company will adhere to the substantial increase in hazard guidelines set forth in Section 2632.19. If, at the time of the expiration of the insured's current policy, the insured is not eligible under our then current underwriting rules we will not renew the policy.

#### **Cancellations**

**Flat Cancellations** — Flat cancellations are allowed after the inception date only when an insured's down payment check is returned as NSF. The Company must receive a copy of the front and back of the returned check within 30 days of the submittal date.

**Insured's Request** — The named insured shown on the Declarations Page may cancel by:

- 1. Returning the policy to the Company with a written request to cancel signed by the insured or by providing proof of duplicate coverage (equal or greater). Requests for cancellations due to duplicate coverage must be accompanied by a copy of the duplicate insurance carrier's Declarations Page that clearly shows the name of the insurance carrier, effective dates, vehicles and coverages. Requests will be processed upon receipt.
- 2. Submitting a signed request for cancellation (FORM CN-156) or a signed ACORD cancellation request policy release form (ACORD 35), or the insured may write a letter requesting cancellation and mail it directly to the Company. Requests will be processed upon receipt. If no advance written notice is received, the policy will be cancelled effective the day after postmark of the request to cancel.
- 3. If the named insured requests to cancel the policy because they returned the vehicle to the dealership, we will pro-rate the cancellation from the date of request. Documentation from the dealership showing that the vehicle was returned is required. The request must be made within 10 days of the effective date of the policy.

**Producer Request** — A Producer may request a cancellation effective back to the installment due date, if the installment check in the amount of the installment payment made payable to the Producer is returned for insufficient funds, by faxing a copy of the front and back of the returned check to the Company within 15 days of the first deposit of the returned check.

All cancellation return premiums will be calculated based upon Insurance Department Bulletin 85-9. A \$50 Cancel fee will be charged for insured's request cancellations.

We charge a \$25 fee for all NSF checks. An NSF fee will be charged in all instances where the insured's payment is not honored by his or her financial institution, whether for sufficient funds or other reasons.