

Colorado 3.9 Auto Program
Permanent General Assurance Corporation
New Business Effective December 2022

PGAC –Colorado December 2022

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B01 Pay Plans

The General offers various monthly, quarterly, and paid in full pay plans, which are detailed on the current version of our rating system. These pay plans are used through our direct bill program. We do not accept outside premium financing.

B02 Upload Payment Information

- 1. Upload transactions are handled through Electronic Funds Transfer (EFT) between the agent's bank and The General.
- 2. Transactions are debited every third business day after the payment is transmitted.
- 3. The order of the transaction is first in, first out.
- 4. Insufficient funds in the agent's account will cause the EFT to fail. If the bank charges a fee when an attempt is made to withdraw funds and the balance in the account is insufficient, The General will not reimburse these fees.
- 5. Returned item fees, due to insufficient funds in an agent's account, which result from a NSF check from the insured, will be reimbursed by The General.
- 6. The General will reimburse any bank fees or penalties charged to the agent because of an error by The General.
- 7. All agents are required to fax appropriate supporting documentation when completing the upload process.

B03 Policy Fee

All policies will be charged a \$35 policy fee. This will apply to both new business and renewal terms.

B04 Installment Fee

The company charges the following fees for installment payments:

- 1. \$15 for each non-EFT installment payment
- 2. \$10 for each EFT installment payment

B05 Reinstatement Fee

A \$20 reinstatement fee applies if the company elects to reinstate a policy as outlined in rule P23.

B06 NSF Fee

A \$25 service charge will be assessed for returned checks.

B07 Endorsement Fee

A \$7 endorsement fee applies to each endorsement initiated by the insured which requires assistance from an employee of The General®. Endorsements completed online without assistance of an employee of The General® will not be charged an endorsement fee.

B08 Convenience Fee

A \$7 telephone payment fee will be assessed per processed payment requiring a customer service representative's assistance.

B09 Paper Document Fee

A \$5 paper document fee will be applied to all policies where the insured chooses to receive their documents via U.S. Mail, rather than electronic delivery. This fee will apply at new business and renewal, once per policy term.

B10 CAPTA Fee

A \$0.50 fee per vehicle on a 6-month policies, and a \$1.00 fee per vehicle on 12-month policies will be applied to each policy

B11 Payments

Payment Instructions

- 1. All payments on policies issued on a direct bill basis must be made payable to The General
- 2. The full down payment must be included with the application, inclusive of any policy fee.
- 3. Payments taken in the Agents office should be uploaded and designated as down payment, installment, or renewal payment.
 - A. If the bank does not honor a check deposited by the agency, The General will credit the agent's account when the agent faxes proof of NSF/Stop-pay.
- 4. If not uploaded, checks must be made payable to The General.
 - A. If check is made payable to agency, check must be endorse to The General rather than sending an agency check.
 - B. Address to mail is:

The General (Payments)

PO Box 305076

Nashville, TN 37230-5076

C. Overnight mailing address is:

The General (Payments)

2636 Elm Hill Pike

Suite 510

Nashville, TN 37214

- 5. The company will bill uprates and additional premium endorsements directly to the insured.
- 6. All Installments include an installment fee.
- 7. Credit Card/EFT Payments
 - A. The insured can make any payment (including additional premium endorsements) in the agent's office or by telephone via credit card by;
 - a. Accessing www.thegeneral.com,
 - b. Our 24-hour information hotline at 1-800-246-9618, or
 - c. Calling Customer Service at 1-800-280-1466
- 8. EFT check or bank draft is available through www.thegeneral.com or by phone.

D01 Driver Class

All persons living in the household, 15 and older must be reported on the application. All individuals age 14 or older must either be considered in the rating of the policy or must be specifically excluded from coverage by completing the "Driver Exclusion" section of the application.

- 1. Applicants must possess or obtain within thirty (30) days of policy's effective date, a valid State license (except acceptable student/military risks).
- 2. An insured's qualification as "married" requires the insured to be legally married or civil union and residing in the same household as their spouse.
- 3. Classification (driver age) changes will only be made at the beginning of each policy term.
- 4. If the driver's birthday is within 30 days of the policy effective date the new age will be used for rating.
- 5. Regular or occasional users outside the household must be reported on the application.

D02 Regular/Occasional Driver

A regular and occasional operator is an operator who drives or anticipates driving a listed vehicle either 52 days or more in a calendar year, or an average of one day a week or more during the policy period.

D03 Named Insured Eligibility

The named insured may be any individual or other driver on the policy. The following are unacceptable as the named insured:

- 1. Estates or Receiverships
- 2. Corporations, Partnerships or Professional Associations

D04 Unacceptable Insureds/Drivers

- 1. Drivers without a garaging address.
- 2. Named insureds that have never been licensed.
- 3. Employees of The General, independent agents and their immediate family.
- 4. Operators under the minimum age for state licensing.
- 5. Operators with a permanently revoked or suspended license, unless applying for an SR-22.
- 6. Persons residing outside of the state for greater than 59 days per year.
- 7. Any policy with more than 2 at fault accidents/majors/DUIs in 12 months or more than 5 at fault accidents/majors/DUIs in 36 months.
- 8. Operators with a NY or NJ driver's license.

P01 Binding Authority

New Business "Upload" Binding Authority:

1. Applications will be bound effective date/time of upload.

Renewal Binding Authority:

- 1. Renewal received by Home Office prior to Expiration Date; Bound effective the Expiration date
- 2. Renewal received and Mailed/Uploaded by Agent, within 7 days after Expiration; Bound effective the Expiration date
- 3. Renewals received by agent prior to but Mailed/Uploaded after 7 days of Expiration; Bound Postmark/Upload plus (1) day

Endorsement Binding Authority:

- 1. Adding Physical Damage to a "Liability Only" vehicle
 - A. Two (2) photos and explanation for change required before binding.
 - B. The General reserves the right to make all final underwriting decisions.
- 2. Deleting Coverage requires Named Insured signature on endorsement form;
 - A. Bound effective received date plus one (1) day
- 3. Replacement or Additional Vehicles;
 - A. Binding may not exceed 30-days from endorsement effective date.
 - B. Inspection and bill of sale required for backdated endorsements falling within 30-days of endorsement effective date.
- 4. Changing coverages, Additional Drivers, Custom Equipment;
 - A. Bound effective received date plus one (1) day

* Business Days include Day of Binding

Agent does not have the authority to issue declaration pages, endorsement or cancellation notices. Agent may not permit a solicitor or broker to bind the Company on a risk.

Current application for The General must be fully completed, signed and dated by agent and applicant with down-payment. Do not bind if the risk is shown in the "Unacceptable Rules" per the underwriting guides.

P02 General Coverage Rules

- 1. All policies are required to include Bodily Injury and Property Damage Liability Coverage.
- 2. Bodily Injury, Property Damage, Uninsured/Underinsured Motorist BI, and Medical Payments limits must be the same on all vehicles of a multi-car policy.
- 3. The General reserves the right to make the final underwriting decisions on all applications, endorsements or renewals.
- 4. Material Misrepresentation of Risk
 - A. The insured has the responsibility, and obligation, to truthfully and fully complete and application for insurance.
 - B. Material misrepresentation of the application may affect the insured's eligibility to receive the benefits of the insurance contract.
 - C. Information that is most often misrepresented includes:
 - a. Drivers Obtain names and information on ALL persons age 15 or older residing in the household (licensed or not) and others operating the vehicle.
 - b. Vehicle Usage Determine and explain other than "pleasure" or "to and from work" use.
 - c. Garaging Locations Determine the correct garaging location based on zip code.
 - I. Principal place of garaging must be in Colorado.

P03 Liability Coverage Rules

- 1. Bodily Injury and Property Damage liability limits are required to be equal to or higher than the minimum financial responsibility limits required by law.
- 2. All vehicles insured for Bodily Injury (BI) Liability must also include Property Damage (PD)
- 3. Liability coverage for the insured vehicle(s) applies to any additional interest.
- 4. All vehicles must have the same BI/PD limits.
- 5. Property Damage may not exceed Bodily Injury limit.
- 6. Refer to the rate manual for available limits and associated factors.

P04 Uninsured/Underinsured Motorist Coverage Rules

- 1. Colorado law requires we offer UM/UIM (Uninsured Motorist/Underinsured Motorist) coverage up to the Bodily Injury policy limits. This coverage can be rejected or reduced limits chosen by signing in the appropriate section of the application.
- 2. UMBI coverage can only be written on policies providing BI/PD coverage.
- 3. UMBI limits cannot exceed the limits of BI.
- 4. UMBI is a policy level coverage. The limits must be the same on each vehicle
- 5. If UMBI is rejected in its entirety or reduced limits chosen, the named insured must sign the appropriate UMBI coverage election/rejection statement on the application.
- 6. Uninsured Motorist Property Damage (UMPD) can only be written when UMBI is selected.
 - A. UMPD coverage is subject to a deductible.
 - B. Coverage provided at the vehicle level.
- 7. Refer to the rate manual for available limits and associated factors.

P05 Medical Payments Coverage Rules

- 1. Colorado law requires we offer \$5,000 in Medical Payment coverage. This coverage can be rejected by obtaining the signature of the named insured in the appropriate section of the application.
- 2. Medical Payments coverage is optional.
- 3. If Medical Payments in rejected, the named insured must sign a rejection statement on the application.
- 4. Medical Payments is a policy level coverage. The selected limit will be applied to all vehicles on the policy.
- 5. Refer to the rate manual for available limits and associated factors.

P06 Comprehensive and Collision Coverage Rules

- 1. The General does not accept policies having only Comprehensive and/or Collision.
- 2. Vehicles can have different deductibles on multi-car policies, and different Comprehensive and Collision deductibles on the same vehicle providing that Collision deductible cannot be less than the Comprehensive deductible.
- 3. Existing policies where Physical Damage coverage is being added to a vehicle that is "Liability Only", require an inspection and two (2) photos.
- 4. Lienholder Deductibles
 - A. With out deductible plan, the insured may select a deductible on Physical Damage higher than the deductible required by lien-holders.
 - B. In the even the covered auto is abandoned to, or repossessed by, the lienholder, the deductible amount applicable to losses adjusted and payable in whole, or in part, to the lienholder only for its interest shall be the deductible indicated in the current policy form for lienholders.
- 5. Refer to the rate manual for available deductibles and associated factors.

P07 Towing and Labor Coverage Rules

- 1. Towing and Labor is an optional coverage.
- 2. Towing and Labor may only be written on vehicles with Physical Damage coverage.
- 3. Refer to the rate manual for available limits and associated factors.

PO8 Rental Car Reimbursement Coverage Rules

- 1. Optional coverage that can only be written with Physical Damage coverage (policy level for vehicles with these coverages).
- 2. Refer to the rate manual for available limits and associated factors.

P09 Endorsement Guidelines

Down payments on Additional Premium endorsements are encouraged to lower subsequent payments and improve retention. The agent has 72 hours binding authority.

- 1. Do not mail AND fax endorsements --
 - A. When to fax:
 - a. When endorsement is not accompanied by check or you have uploaded the money.
 - b. When additional down payment has been collected via credit card. (Be sure to fax both sides of the endorsement form.)
 - c. Please include the policy number on each page of a faxed endorsement.
 - B. When to mail:
 - a. When a check accompanies the endorsement, unless you have uploaded the money.
 - b. When you do not have access to a fax machine.
- 2. All premium adjustments will be made at rates that were in effect at the time the policy was issued or last renewed.
- 3. Premium will not be changed mid-term because of changes in driving record or driver age (e.g., points "falling off" or an insured having a birthday). This includes both existing drivers and drivers added to the policy mid-term. Drivers added to the policy will be charged for all violations existing as of the date they're added. If these violations disallow any discount, the discount will be taken away pro-rata. However, the age of drivers, including those endorsed on, will be calculated from inception date of policy, not as of endorsement date.
- 4. Additional drivers and vehicles are covered as of the date and time requested if the request is submitted within binding authority.
- 5. Insureds have 30 days to notify The General/Agent of replacement vehicles.
- 6. The following endorsements require a signature of the insured: Deleting or reducing coverage, increasing deductibles, deleting a vehicle (unless replaced), adding or removing an excluded driver and deleting a driver. If the insured cannot sign the request in person, faxed requests and signatures are acceptable.
- 7. The insured's signature on the Medical Election/Rejection Statement or UM/UIM Election/Rejection Statement is required to process changes to either of these coverages, if rejecting or reducing coverage
- 8. You must provide a valid explanation and properly signed driver exclusion to delete a member of the household.
- 9. For vehicles that are "totaled" and not retained after an accident, the vehicle should be deleted or the policy should be changed to a non- owner if the totaled vehicle is the only vehicle listed on the policy. If a totaled vehicle is retained by insured, Physical Damage coverage will not be available. This will not be done automatically. Insured's and/or agent's signature is required.
- 10. When endorsing Comprehensive and Collision on a liability only vehicle or reducing deductibles, 2 photos and inspection must be submitted, as well as an explanation for the endorsement.
- 11. All policy additional premium transactions are billed directly to the insured and all refunds will be issued directly to the insured.
- 12. Rental and Towing coverage not allowed except at new business, renewal, or if an additional vehicle is endorsed to the policy.

P10 Severe Weather Restrictions

Physical damage Coverage may not be bound and deductibles may not be lowered in any area where there is a hurricane, tornado, tropical storm watch, severe weather watch or warning (including hail). Pre-Assigned Binder Numbers for policies including Physical Damage will not be honored if a watch, warning, or occurrence is in effect at the time of binding.

P11 Financial Responsibility Groups

Policies will be assigned one of twenty-nine (29) groups, named "Star Levels", based on an objective financial responsibility scoring.

1. Please see rule P31 for use of credit in rating.

P12 Named Non-Owner/Operator Policy

- 1. This coverage should be written when an insured needs liability coverage for the personal operation of a vehicle not owned by the insured, neither owned by a person in the same household, nor provided for a member of the household's regular use.
- 2. The named operator may not give permission for others to use a vehicle.
- 3. No business/artisan use is allowed.
- 4. Available coverages include BI/PD, UMBI/UIMBI and Medical Payments. No Physical Damage coverages allowed.
- 5. Limits available at minimum state financial responsibility limits only.
- 6. Under this coverage, the operator may NOT own a vehicle.
- 7. Refer to rate manual for corresponding factors and coverages to which they apply

P13 Enhanced Transfer Discount

The Enhanced Transfer Discount will be determined using 5 years of prior policy tenure, number of days lapsed, number of different companies and prior limits. The criteria and discount assignments are listed in the Rate Manual. The following descriptions are used:

- 1. Prior Insurance Limit (P) and Current Insurance Limit (C)
 - A. P0 & C0 Zero current or prior coverage
 - B. P1 & C1 Low level of current or prior coverage (<=50,000)
 - C. P2 & C2 Mid level of current or prior coverage (between 50,000 and 100,000)
 - D. P3 & C3 High level of current or prior coverage (>=100,000)
- 2. Tenure the combined tenure of all prior companies in the last 5 years.
- 3. Begin & End # Companies the sum of all prior companies
- 4. Prior Insurance is validated via a third party consumer report.
- 5. Prior insurance not validated by the consumer report is assigned as follows:
 - A. O4 Customer indicated they had prior insurance but could not be found on consumer report.
 - B. OX Customer did NOT indicate they had prior insurance and could not be found on consumer report.
 - C. OM Customer found on consumer report but only had prior insurance with The General®.
- 6. The discount will also be allowed for policies where the insured was on active military duty overseas and previously had insurance prior to being deployed.
- 7. Refer to the rate manual for corresponding factors and coverages to which they apply.

P14 Homeowner Discount

- 1. Insured must reside in a house, condo, or townhouse that they own. Vehicles must be garaged in the same house, condo, or townhouse.
- 2. Refer to the rate filing for corresponding factors and coverages to which they apply.

P15 Multi-Car Discount

- 1. More than one vehicle must be on the policy to qualify.
- 2. Refer to the rate manual for corresponding factors and coverages to which they apply.

P16 Paid in Full/Quarterly Discount

- 1. Policy must be on the paid in full or the quarterly pay plans to qualify.
- 2. Refer to the rate manual for corresponding factors and coverages to which they apply.

P17 Driver Exclusion Endorsements

- 1. Endorsements excluding coverage are permitted while any named individual(s) are operating an insured motor vehicle.
- 2. NEW BUSINESS: The named insured must complete, sign and date the Driver(s) Exclusion Form on the application, excluding the specifically named operator(s) from coverage. This exclusion will apply to the current policy term and all renewals and may only be superseded by an endorsement request to add the excluded person(s) to the policy as a driver.
- 3. **IN-FORCE POLICIES**: To exclude specific individuals during the policy term submit a properly completed exclusion with the named insured's signature, showing the effective date of the change and observing proper binding rules. An amended declaration page will be issued. The endorsement will only be superseded by a request to add the excluded person(s) to the policy as a driver.
- 4. Two policies in one household are not acceptable, unless all drivers and regular operators are listed as rated or excluded on both policies.
- 5. The Driver Exclusion surcharge will apply to all policies excluding one or more drivers.
 - a. The Driver Exclusion surcharge will vary based on the relationship to the primary insured.
- 6. Attach exclusion endorsement

P18 Business Use Surcharge

- 1. Surcharge applies to acceptable business use per rule V05
- 2. Business use that is determined unacceptable after the underwriting period, will receive an Unacceptable Risk Surcharge.
- 3. Refer to rate manual for corresponding factors and coverages to which they apply.

P19 Senior Driver Training

- 1. Applicant cannot have any at-fault accidents or major violations within the past 36 months
- 2. Applicant must have a valid certificate of completion from an accident prevention course approved by PGAC.
- 3. Applicant must meet the above requirements every 36 months to renew the discount
- 4. Applicant must be 55 years or older
- 5. Refer to rate manual for corresponding factors and coverages to which they apply

Liability Only Discount P20

- 1. Applicable on all insured vehicles on an auto policy as long as no insured vehicle on the policy has comprehensive/collision coverages.

 2. Refer to rate manual for corresponding factors and coverages to which they apply

P21 Unacceptable Risk Surcharge

- 1. Risks determined to be unacceptable in "Unacceptable Rules" per the underwriting guides will receive an Unacceptable Risk Surcharge.
- 2. Refer to the rate filing for corresponding factors and coverages to which they apply.

P22 Violations/Accidents

DEFINITIONS

- 1. Chargeable Accident
 - A. Accident in which the driver is more than 50% at-fault and total damages amount to \$1000 or more.
 - a. All accidents with \$1000 or more in damages are considered chargeable unless proof of not-at-fault is submitted
 - B. Refer to NAF section for acceptable proof documents.

ALL VIOLATIONS/AT-FAULT ACCIDENTS

- 1. Chargeable for 35 Months
- 2. All accidents are considered at-fault unless proof o no-fault is furnished with the application.

NOT-AT-FAULT ACCIDENTS (NAF)

- 1. Accidents will be considered at fault and chargeable unless the named insured demonstrates:
 - A. The actions of the driver did not cause or significantly contribute (50 percent or more at-fault) to the occurrence of the accident.
 - B. The vehicle was lawfully parked at the time of the accident.
 - C. The accident was caused by collision with flying gravel, missiles, falling objects or by contact with a bird or animal.
 - D. A hit-and-run driver struck the vehicle, and the accident was reported to the proper authorities within 24 hours.
 - E. A driver other than the driver of the insured's vehicle was convicted of a moving violation in connection with the accident.
 - F. The vehicle was struck in the rear and the insured was not convicted of a moving violation.
 - G. A court of competent jurisdiction adjudicated the insured not to be liable.
 - H. The insured was operating a bicycle, boat, train or snowmobile at the time of the accident.
 - The insured, at the time of the accident, was in response to an emergency, AND was acting in an
 official capacity as a paid or volunteer member of any Fire or Law Enforcement Department or
 Emergency Medical Unit.
 - J. Reimbursed by, or on behalf of, a person responsible for the accident or has a judgment against such person.
 - K. In receipt of a traffic citation that was dismissed or not processed.
- 2. Examples of proof of not-at-fault documents include:
 - A. A copy of the police report or court documents.
 - B. A letter from the previous carrier.
 - C. Any other documentation that proves the driver was not-at-fault.

OTHER POINT CHARGES

- 1. Unverifiable Driving Record (UDR) A surcharge will be assessed on any driver whose driving record cannot be verified by the State's Bureau of Motor Vehicles.
 - A. This surcharge will be removed if The General receives a valid current MVR in English. MVR must be no more than thirty (30) days old and must be received within sixty (60) days of policy inception.
 - B. Operators with a learner's permit will not be assessed a surcharge (UDR) during the first policy term. A surcharge will be assessed during the second policy term if an MVR still remains unobtainable.

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P23 Named Operator Policy (Broad Form)

- 1. If selected, this coverage only applies while the named operator is operating an owned or not owned auto for personal use.
- 2. The named operator may not give permission to others to use the vehicle.
- 3. No business/artisan use is allowed.
- 4. Available coverages include BI/PD. UMBI, and Medical Payments
- 5. SR-22 permitted.
- 6. Refer to rate manual for corresponding factors and coverages to which they apply.

P24 Double Deductible

Comprehensive and Collision premiums will be discounted if the insured elects the double deductible option. Double deductible period is 45 days. This option must be applied to all vehicles with Comprehensive and Collision coverage on a multi-vehicle policy. If selected, the double deductible applies to new business only and will be removed at renewal. If a claim occurs in the first 45 days, the insured is responsible for double the selected deductible. Double deductible option is not available to vehicles added to the policy by endorsement. The applicant must verify the coverage restrictions by reading and signing the applicable section in the application, as well as selecting the double deductible option at the time of application.

P25 Policy Term

- 1. Only six-month and annual policies are offered.
- 2. Refer to the rate filing for corresponding factors and coverages to which they apply.

P26 Reinstatement Guidelines

- 1. Policies cancelled "Company Request" for inadequate or missing information may be reinstated with **no lapse** only if all the requested information is received prior to the date shown on the cancellation notice and payments are current.
- 2. Policies cancelled "Company Request" for inadequate or missing information may be reinstated with a **lapse** if all the requested information is received within 30 days after the cancel date, and payments are current.
- 3. Policies that will be cancelled for non-payment may be reinstated with no lapse provided the full amount due is received or postmarked before the cancellation effective date.
- 4. A reinstatement with lapse may be available on installment pay plan policies if the policy has lapsed for non-payment and the full amount due is received within 60 days after the cancellation date, and the policy is otherwise eligible.

P27 Renewal Guidelines

- 1. Direct bill renewal quotes will be sent directly to the insured approximately 30 days prior to the policy expiration. The quote will be based on information on file when the quote is issued.
- 2. If payment for renewal is not received on or before the due date of the renewal bill, the policy will expire for non-payment of premium.
- 3. If payment is postmarked within 30 days after the due date, the policy will be renewed with a lapse in coverage. Coverage will begin the day following the postmark date, subject to current rates.
- 4. If payment is postmarked more than 30 days after the due date, a lapse in coverage will not be honored. A new application must be submitted.
- 5. Losses and violations that occur after the date of the renewal quote issuance and before the inception date of the renewal policy will be charged on the renewal policy.
- 6. If a condition exists which warrants non-renewal of the policy, a non-renewal notice will be issued at least 30 days prior to the expiration of the in-force policy.

P28 Zip Code Rules for Students or Military Risks

- 1. Students or military personnel must reside in the zip code where their vehicle is primarily garaged and rated. If a driver on the policy joins the military or enrolls in school after policy inception, they should be removed from the original policy and a new policy started in the correct zip code.
- 2. Students or military personnel who move to a state where The General is not currently licensed to write business are not eligible to continue coverage with a new policy.
- 3. Active duty military personnel stationed in State maintaining an out of state driver's license are acceptable. However, spouses and other family members are required to have an Colorado driver license. Military base and military address must be listed on the application.

P29 Unacceptable Risks

- 1. Listing vehicles from more than one household on a single policy.
- 2. Estates or Receiverships and Corporations or Partnerships are unacceptable as the named insured.
- 3. Persons employed in illegal enterprises or occupations, convicted of insurance fraud or a felony in the last 10 years.
- 4. Persons who have had a policy cancelled by The General for loss experience or misrepresentation.
- 5. Any operator who is physically or mentally impaired who does not provide a physician's statement in which stated that the applicant is capable of safely operating a motor vehicle.
- 6. Any risk with an undisclosed operator, a regular or occasional operator as defined by Rule D02 that has not been properly listed on the policy, application or endorsement thereof.

P30 Cancellation Guidelines

- 1. No flat cancellations at agent's or insured's request.
- 2. We will void a policy if the down-payment was returned for insufficient funds.
- 3. Cancellations initiated at company request will be calculated on a pro-rata basis.
- 4. Cancellations for insured's request, which include non-payment of premium, will be calculated on a short-rate basis (90% of pro-rata).
- 5. Cancellations at the insured's request must be in writing, and include the policy number, insured's signature and requested date of cancellation. (Note: cannot be backdated unless duplicate coverage)
- 6. When a policy is canceled, the producer will be billed for return commission due to the Company.
- 7. Return premiums are sent directly to the insured. Minimum refund \$1.
- 8. A SERVICE FEE WILL BE CHARGED FOR ANY CHECKS RETURNED AS UNCOLLECTIBLE, i.e., agent returned checks will be charged to the agent and insured returned checks will be charged to the insured.
- 9. All lienholders and additional interests will be provided with proper legal notice on all cancellation requests. In some instances, this could result in a later cancellation effective date than is requested.
- 10. We do not accept a personal check immediately after a non-sufficient fund payment (NSF); the following payment must be in form of credit card, money order, or certified funds.
- 11. If a policy balance remains after cancellation, the insured will continue to be billed for the outstanding balance and could be forwarded to a collection agency if unpaid.

P31 Credit Use

The General uses credit as part (but not all) of its pricing algorithm on many risks. In no event will credit be the sole basis of an underwriting declination. It is not our policy to share credit information, or any other information obtained from outside vendors with third parties. If you feel an error has been made in a credit report, you can request further review.

- 1. It is our policy to re-check the credit at the 2nd annual renewal.
- 2. An insured can request his score to be checked annually by making written request at least 60 days prior to the renewal date.

P32 Tier

- 1. Tier Assignment and Tier factor is determined by the interaction of the following variables:
 - A. Credit vs. Garaging zip mismatch
- 2. Refer to the rate manual for corresponding Tier Assignments and Tier factors and coverages to which they apply.

P33 Vehicle History Score

Vehicle History Score can be applied to all vehicles on the policy. The criteria used to develop a vehicle history score may include ownership length, type of ownership, odometer history, repair history, and other similar information.

P34 Accidental Death Benefit Endorsement

- 1. Accidental Death Benefit is an optional coverage providing a lump sum benefit.
- 2. Coverage applies only to an insured person, which includes the named insured, his or her spouse or domestic partner, if residing in the same household, or an insured driver
- 3. Coverage applies only for death, which occurs as a result of a covered loss.
- 4. Refer to rate manual for available limits and corresponding factors.
- 5. Attach endorsement.

P35 Financial Responsibility Filings

- 1. SR-22 filings will be issued upon request.
- 2. The name on the filing must appear exactly as it reads on the driver's license.
 - a. SR-22 filings will not be issued until the MVR has been reviewed.
- 3. There is a fee for each SR-22 filing. No additional points are charged for filings.
- 4. An SR-22 will be issued only when **ALL** vehicles owned by the applicant and/or the applicant's spouse, are insured by The General.
- 5. Liability limits must meet the statutory requirements for the state.
- 6. We will file an SR-22 in Colorado only.
- 7. Drivers requiring an SR-22 filing may not have an Unverifiable Driving Record or be excluded.

P36 Agency Info

- 1. Paperless Agents
 - A. Agents are not required to submit the application and most other related documents to The General at time of writing a policy. We do ask that you keep these documents on file and be able to produce them upon request. We will perform random agency audits quarterly.
- 2. Paperless Agents File Maintenance Requirements
 - A. Original signed application to include the following required signatures (when applicable):
 - a. Driver exclusion
 - b. Coverage rejections
 - c. Business/Artisan use documentation
 - d. EFT Authorization/Change/Cancellation Forms
 - e. Proof Documentation
 - f. Transfer
 - g. Homeowner
 - h. Senior Driver Training Discount
 - i. Not At-Fault accident proof to include:
 - I. A Police Report
 - II. Letter from the insurance company, or
 - III. Details of the accident indicating not at fault.
- 3. Audit Requirements
 - A. Audits will be performed via fax or in person on randomly selected policies.
 - B. Normal audit frequency is once per quarter.
 - C. New agents will be audited more frequently.
 - D. Failed audits will result in increased auto frequency.
 - E. Requested documentation must be faxed back to us within 48 hours.
 - F. Audits may be performed on cancelled/non-renewed policies.
 - G. Files must be maintained for a minimum of the state legal requirement.
- 4. Facsimile (FAX) Service
 - A. FAX service is available
 - a. 1-800-524-9373 (New Business Applications Only)
 - b. 1-615-399-2759 Payment/Adjustments (NSF, Upload Corrections)
 - c. 1-800-4678768 (Endorsements, Renewals)
 - B. Be sure to include the insured's name, policy number, and agency name on all faxed documents to ensure proper handling.
 - C. This service can be used for any document that does not require an original signature or payment.
- 5. Online Service @ http://www.pgac.com/mars/
 - A. Current policy status
 - B. Output is available
 - C. Policy information
 - D. Transaction history
 - E. Manual/Agency guide updates
 - F. Billing history
 - G. Re-print ID cards
 - H. Renewal Offers
 - I. Payment

V01 Symbols

- 1. See The General Insurance Proprietary Symbols document for the model, definitions, and algorithms used for assigning symbols. Vehicles classified as "ultra-high value" are deemed unacceptable risks and will receive a surcharge symbol factor. Vehicles classified as Z98 and Z99 are unassigned and will receive a neutral rating.
- 2. Refer to the rate manual for corresponding symbol and model year factors.

V02 General Zip Code Rules

- 1. Use the zip code in which the vehicle is principally garaged.
- 2. Rating is based on the garaging zip code, not the mailing zip code.
- 3. If the mailing address and the garaging address differ, both are listed on the application.
- 4. Principal place of garaging must be in Colorado for all vehicles on the policy.

V03 Unacceptable Vehicles

- 1. Cars, vans, trucks or utility vehicles with a gross vehicle weight rating (stated by the manufacturer) greater than 10,000 pounds.
- 2. Any risk not garaged in the state for at least 10 months.
- 3. Physical Damage coverage for gray market, salvaged vehicles (unless salvage title has been cleared), antiques and classics.
- 4. Collector's items, custom built, limited edition, kit vehicles, snowmobiles, dune buggies, bajas, buses, campers, camper-vans, RVs, ATVs, motorcycles, mini buses, substantially altered or modified structurally and/or mechanically.
- 5. Physical Damage coverage for vehicles 20 years or older.
- 6. Vehicles with an ACV of \$75,000 or greater.
- 7. Vehicles with commercial license plates and/or owned by anyone other than an individual.
- 8. Vehicles leased or rented to others by the applicant.
- 9. Vehicles with a cost new or ISO equivalent of \$75,000 or greater.
- 10. Vehicles registered in NY or NJ.

V04 Unacceptable Vehicle Usage

- 1. Vehicles used for livery, taxi service, emergency including but not limited to vehicles used to transport nursery or school children, migrant workers, hotel guests.
- 2. Vehicles used for racing, show, or parade.
- 3. Vehicles used for retail or wholesale delivery, including food, magazine, newspaper, mail delivery, driver training including vehicles with logos or signs.
- 4. Vehicles used by persons who are selling, leasing, repairing, storing, servicing, delivering, testing, road testing and/or parking motor vehicles.
- 5. All vehicles used commercially including, but not limited to transporting explosives, chemicals, radioactive materials, flammable substances, and/or escort vehicles.

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V05 Business Use

BUSINESS USE SURCHARGE IS RATED ON VEHICLES USED FOR BUSINESS PURPOSES.

1. Acceptable Business Use:

Vehicles owned or leased by the applicant and used in the applicant's business or occupation, providing the usage is deemed acceptable per the following guidelines:

- A. The vehicle is not used to travel to more than three work sites during the workday.
- B. Vehicles used by sales representatives, realtors and home health professionals.
- C. Vehicles used by professionals whose occupations include frequent travel to hospitals, clinics, courthouses, job sites or client homes.
 - a. Examples are doctors, attorneys, architects, engineers and clergy.
- D. Only the named insured and family members operate the vehicle.
 - a. Vehicles operated by an employee or co-worker are not acceptable.
- E. Goods transported by the vehicle or a trailer attached to the vehicle must be used by the operator at the job site in performance of the operator's craft or trade. The goods must not be transported for delivery or sale of the product or good.
- F. The Business Use Surcharge will apply.

2. Unacceptable Business Use:

- A. Any wholesale or retail delivery such as food, newspapers, magazines, or mail.
- B. Any vehicle used to transport clients, employees or co-workers.
- C. Vehicles with permanently installed equipment such as hoists, lifts, air compressors, pumps, utility or side mount tool boxes, generators, spraying, welding or other service equipment.
- D. Vehicles owned or leased by a corporation or business.
- E. Vehicles used in transporting passengers for a fee.
- F. Vehicles operated by employees or co-workers.
- G. Vehicles used to carry explosives, chemicals, or flammables.
- H. Any vehicle with a commercial license plate.
- I. Traveling to more than 3 job sites per day.
- J. More than one business use vehicle per household per policy.
- K. Any vehicle used to tow a trailer carrying equipment/supplies used regularly for pickup and delivery for the sole purpose of distribution, resale, or delivery. Any goods or property picked up or delivered must be used by the operator at the job site in performance of the operator's craft or trade.
- L. Participation in a transportation network company or other ride sharing service or transporting passengers for a fee.
- M. Vehicles used to transport migrant workers or used in agricultural business.
- N. Unacceptable Risk surcharge will apply.

V06 Custom Equipment Coverage

- 1. Custom Equipment coverage provides physical damage protection to custom equipment, devices, accessories, enhancements and changes, other than those that are originally manufacturer installed, which alter the appearance or performance of a vehicle. This includes any electronic equipment, antennas and other devices used exclusively to send or receive audio, visual or data signals or play back recorded media, other than those which are original manufacturer installed, that are permanently installed in a covered vehicle using bolts or brackets, including slide-out brackets. Radar detectors are excluded.
- 2. Coverage will extend to the lesser of the actual cash value, declared value or actual cost to repair. The insured will be required to maintain and present proof of purchase and proper installation and present it upon request.
- 3. Vehicle may not have Custom Equipment coverage without purchasing Physical Damage Coverage.
- 4. Custom Equipment, as defined below, is excluded from Physical Damage coverage. It is considered custom equipment if not installed and/or carried by the original equipment manufacturer (OEM):
 - A. Any Citizens Band radio, including accessories and antennas.
 - B. A camper unit, pick-up cover, cap or shell, or other detachable living quarter units.
 - C. Any T-bar roof, sunroof, moon roof, bubble dome, bubble window or other deluxe roof treatment.
 - D. Any tape, record disc (other than factory installed) or other device or instrument that is designed for the recording and/or reproduction of sound.
 - E. Any chrome, reverse chrome, alloy or magnesium, wire or other special wheels, chromed engine accessories, racing slicks, oversized or special tires, or non-factory installed tachometers or pressure gauges.
 - F. Swivel chairs, special carpeting, paneling or other equipment that changes the use or appearance of the interior of the vehicle.
 - G. Any installed equipment not available from the OEM which results in a change in appearance or an increase in performance, including special or custom paint finishes.
 - H. Any other equipment or structural change that results in a change in appearance or an increase in performance.
- 5. Coverage is not available for car telephones, televisions, and home stereo equipment or radar detectors.
- 6. Coverage is available up to a \$5,000 limit subject to a \$50 deductible.
- 7. Refer to the rate manual for available limits and associated factors.

V07 Unacceptable Custom Equipment

Equipment which is always excluded from Custom Equipment coverage and from Comprehensive and Collision coverage:

- 1. Additional equipment not permanently installed in the vehicle.
- 2. Radar detectors, car telephones, televisions, home stereo equipment, custom murals, nose bras and insect shields.
- 3. Equipment for which the value cannot be determined or verified.
- 4. Sinks/bathroom/toilet facilities.