

### 3.9 Risk Auto Program

**Permanent General Assurance Corporation** 

**Permanent General Assurance Corporation of OH** 

The General Automobile Insurance Company, Inc.

**New Business Effective: July 2023** 

**Renewal Business Effective: September 2023** 

### Permanent General Assurance Corporation, Permanent General Assurance Corporation of OH, The General Automobile Insurance Company, Inc.

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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

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.

### B03 Policy Fee

All policies will be charged a \$40 policy fee. The fee is applied at new business and each renewal.

#### B04 Installment Fee

The company charges the following fees for installment payments:

- 1. \$12 for each non-EFT installment payment
- 2. \$9 for each EFT installment payment

#### B05 Reinstatement Fee

A \$17 reinstatement fee applies if the company elects to reinstate a policy as outlined in rule P23.

B06 NSF Fee

A \$20 service charge will be assessed for returned checks.

B07 SR22 Fee

There is a \$10 filing fee for each SR-22 request. This will be charged once per policy term.

#### B08 Endorsement Fee

A \$7 endorsement fee applies to each insured initiated paper or telephone endorsement. Endorsements completed online will not be charged an endorsement fee.

#### B09 Convenience Fee

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

#### B10 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.

### B11 Paper Document Fee

A \$10 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.

#### B12 Late Fee

A \$0 late fee will be applied to all payments after the due date.

#### D01 Driver Class

All persons living in the household, 14 or older must be reported on the application. All individuals age 14 or older must 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 and residing in the same household as their spouse.
- 3. If a spouse is excluded on the policy, the excluded spouse must sign the application. In addition, dates of birth and relationships to named insured, for all excluded drivers, must appear on the application.
- 4. Classification (driver age) changes will only be made at the beginning of each policy term.
- 5. If the driver's birthday is within 30 days of the policy effective date the new age will be used for rating.
- 6. 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. There is not a rating differential between these classes.

### D03 Named Insured Eligibility

The named insured may be any individual or other driver on the policy. Note: Maximum of one (1) additional named insured per 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. Operators with a NY or NJ driver's license.
- 8. 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

### D05 Excluded Driver Surcharge

The surcharge will apply to all policies excluding one or more drivers.

Refer to the rates filing for corresponding factors and coverages to which they apply.

#### P01 Binding Authority

New Business "Upload" Binding Authority:

Applications will be bound effective date/time of upload.

Renewal Binding Authority:

Renewal received by Home Office prior to Expiration Date; Bound effective the Expiration date

Renewal received and Mailed/Uploaded by Agent, within 7 days after Expiration; Bound effective the Expiration date

Renewals received by agent prior to but Mailed/Uploaded after 7 days of Expiration; Bound Postmark/Upload plus (1) day

#### **Endorsement Binding Authority:**

Adding Physical Damage to a Liability "Only" vehicle Two (2) photos and explanation for change required before binding. The General reserves the right to make all final underwriting decisions.

Deleting Coverage requires Named Insured signature on endorsement form; Bound effective received date plus one (1) day

Replacement or Additional Vehicles;

Binding may not exceed 30-days from endorsement effective date.

Inspection and bill of sale required for backdated endorsements falling within 30-days of endorsement effective date.

Changing coverages, Additional Drivers, Custom Equipment; 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.
- 2. Bodily Injury, Property Damage, Uninsured/Underinsured Motorist, and Medical Payments limits must be the same on all vehicles of a multi-car policy.

### P03 Liability Coverage Rules

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

### P04 Uninsured/Underinsured Motorist Coverage Rules

- 1. Uninsured/Underinsured Motorist (UMBI) limits cannot exceed the limits of BI liability.
- 2. UMBI is a policy level coverage. The UMBI limits must be the same on each vehicle.
- 3. If UM/UIM BI coverage is not desired, or selected limits are lower than BI Limits, then the coverage section of the application along with the limits and premium will indicate the selection.
- 4. Uninsured Motorist Property Damage can only be written when Uninsured/Underinsured is selected.
- 5. Refer to the rates filing for available limits and associated factors.

### P05 Medical Payments Coverage Rules

- 1. Medical Payments coverage is optional.
- 2. Medical Payments is a policy level coverage. The selected limit will be applied to all vehicles on the policy.
- 3. Coverage is excess per person
- 4. Refer to the rates filing 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. Refer to the rates filing 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 rates filing for available limits and associated factors.

### PO8 Rental Car Reimbursement Coverage Rules

- 1. Optional coverage that can only be written with Comprehensive or Collision coverage (policy level for vehicles with these coverages).
- 2. Refer to the rates filing for available limits and associated factors.

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#### 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:

When endorsement is not accompanied by check or you have uploaded the money. When additional down payment has been collected via credit card. (Be sure to fax both sides of the endorsement form.) Please include the policy number on each page of a faxed endorsement.

b. When to mail:

When a check accompanies the endorsement, unless you have uploaded the money. 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 14 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), 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 UM Selection/Rejection Form is required to process Uninsured Motorist changes.
- 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.

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- 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.

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#### P10 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. SR-22 filings will not be issued until the MVR has been reviewed.
- 3. There is a \$10 fee for each SR-22. No additional points are charged for filings.
- 4. The company may request that all vehicles be insured by The General. However, this will not hinder the issuance of the SR-22.
- 5. Liability limits must meet the statutory limits for the state.
- 6. We will file an SR-22 in Ohio only.
- 7. Drivers requiring an SR-22 filing must provide a valid driver's license number. They must not have an Unverifiable Driving Record and cannot be excluded.

### P11 Financial Responsibility Tiers

Policies will be assigned one of 29 groups, named "Star", based on an objective financial responsibility scoring. Please see rule P30 for use of credit in rating.

### P12 Named Non-Owner Policy

- 1. This coverage should be written when an insured needs liability coverage for the personal operation of a vehicle.
- 2. The named operator may not give permission for others to use a vehicle.
- 3. No business/artisan use is allowed.
- 4. Coverage applies only to the named insured; no additional drivers may be added to a non-owner policy.
- 5. Available coverages include BI/PD, UM/UIM BI/PD, and Medical Expense. No Physical Damage coverage allowed.
- 6. Limits available at only Minimum State financial responsibility limits.
- 7. Under this coverage, the operator may NOT own a vehicle.

#### P13 Restricted Policy

The Restricted Policy Endorsement restricts coverage of the Base policy (permissive use provisions are curtailed) for all coverages when the vehicle is being operated by an unlisted driver. The rates for Liability, Comprehensive and Collision are reduced to reflect the reduction in coverage. The applicant must verify the coverage restrictions by reading and signing the applicable section in the application, as well as selecting the restricted policy type at the time of application. Please refer to Restricted Policy Endorsement for specific coverage restrictions. (not applicable for policies with an SR-22).

The Restricted Policy Two (2) Endorsement restricts coverage of the Base policy (permissive use provisions are curtailed) for the first party coverages including Comprehensive and Collision when the vehicle is being operated by an unlisted driver. The rates for Comprehensive and Collision are reduced to reflect the reduction in coverage. The applicant must verify the coverage restrictions by reading and signing the applicable section in the application, as well as selecting the restricted policy type at the time of application. Please refer to Restricted Policy Two (2) Endorsement for specific coverage restrictions. (applicable only for policies with an SR-22).

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#### P14 Enhanced Transfer Tier

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:

Prior Insurance Limit (P) and Current Insurance Limit (C)

P0 & C0 – Zero current or prior coverage

P1 & C1 – Low level of current or prior coverage (<=50,000)

P2 & C2 – Mid level of current or prior coverage (between 50,000 and 100,000)

P3 & C3 – High level of current or prior coverage (>=100,000)

Prior Policy Type – Prior policy type Standard (S) or Non-Standard (N)

Tenure – the combined tenure of all prior companies in the last 5 years.

Begin & End # Companies – the sum of all prior companies.

Prior Insurance is validated via a third-party consumer report.

Number of Days Lapsed – The number of days between the expiration/cancellation date of the most recent prior company policy and the effective date of The General's Policy.

Prior insurance not validated by the consumer report is assigned as follows:

O4 – Customer indicated they had prior insurance but could not be found on consumer report.

OX – Customer did NOT indicate they had prior insurance and could not be found on consumer report.

OM – Customer found on consumer report but only had prior insurance with The General®.

Refer to the rate filing for corresponding factors and coverages to which they apply.

#### P15 Homeowner Discount

Insured must reside in a house, condo, or townhouse (garaging must be the same).

Refer to the rates filing for corresponding factors and coverages to which they apply.

### P16 Multi-Car Discount

Policy must have more than one vehicle on the policy to qualify.

Refer to the rates filing for corresponding factors and coverages to which they apply.

### P17 Paid in Full/Quarterly Discount

Policy must be paid in full or on quarterly pay plan to qualify.

Refer to the rates filing for corresponding factors and coverages to which they apply.

#### P18 Senior Driver Training Discount

- 1. Applicant must be 60 years or older.
- 2. Applicant must have only one (1) minor violation within the past 24 months.
- 3. Applicant cannot have any at-fault accidents or major violations within the past 24 months
- 4. Applicant must meet the above requirements every 36 months to renew the discount.
- 5. Applicant must have voluntarily and successfully completed an approved accident prevention course.
- 6. Applicant must have a valid certificate for an approved accident prevention course.
- 7. Applicants assigned by the courts or notified by the Department of Motor Vehicles to attend a driver improvement clinic shall not be eligible for the discount.
- 8. Refer to the rates filing for corresponding factors and coverages to which they apply.

### P19 Liability Only Discount

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

### P20 Unacceptable Risk Surcharge

Risks determined to be unacceptable in "Unacceptable Rules" per the underwriting guides will receive an Unacceptable Risk Surcharge.

Refer to the rates filing for corresponding factors and coverages to which they apply.

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### P21 Violations/Accidents

#### ALL VIOLATIONS/AT-FAULT ACCIDENTS

- 1. Chargeable for 35 months. Violations and accidents are reevaluated at every renewal to reflect their aging off.
- 2. When an insured has multiple incidents on the same date, only the incident with the highest point value will be assessed.
- 3. All accidents are considered at-fault unless proof of no-fault is furnished with the application or verified through Consumer Reports.
- 4. NAF accidents will not be considered in point assignment.

#### **NOT-AT-FAULT ACCIDENTS (NAF)**

- 1. Accidents will be considered non-chargeable due to the following:
  - 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 a reasonable time frame.
  - 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 NAF 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 NAF.

#### OTHER POINT CHARGES

- 1. Foreign Country or International Driver's License The General will charge the insured until they are able to submit proof of a valid U.S. license having been in effect for at least 12 months.
- 2. 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.

### P22 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.

### P23 Policy Term

Only six-month and annual policies are offered.

Refer to the rates filing for corresponding factors and coverages to which they apply.

#### P24 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 by 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.

#### P25 Renewal Guidelines

- 1. Direct bill renewal quotes will be sent directly to the insured approximately Choose an item. 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.

### P26 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 a State license. Military base and military address must be listed on the application.

#### P27 Material Misrepresentation of Risk

The insured has the responsibility and obligation to truthfully and fully complete an application for insurance. Material misrepresentation on the application may affect the insured's eligibility to receive the benefits of the insurance contract.

- 1. The General has the right not to pay a claim on a policy if information presented on an application or renewal questionnaire is false or misleading and this improper information results in a premium change or results in our accepting an otherwise unacceptable risk.
- 2. Information that is most often misrepresented includes:
  - a. Drivers Obtain names and information on ALL persons age 14 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 location Determine the correct garaging location based on zip code. Principal place of garaging must be in the state of Ohio
- 3. The General may rescind the policy and deny a claim or cancel the policy and collect the additional premium due from inception should misrepresentation be discovered.

### P28 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.
- 7. Liability coverages above the minimum limits are not available for risks, which include an SR-22 filing for any driver on the policy.
- 8. Bodily Injury limits of 100/300 are not available for risks that meet ANY of the following criteria:
  - a. More than 4 points (total of all listed drivers).
  - b. More than 1 DUI/DRG violation.
  - c. Any insured with less than 9 years' driving experience.

### P29 Acquisition Costs

The General uses the following information to determine acquisition of policy costs: Coverage Type, Star Level (Ins Score tier), Policy Term, Homeowner, Multi-Car and Prior Insurance Coverage.

Refer to the rates filing for corresponding costs and coverages to which they apply.

#### 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 will be calculated on a 90% pro-rata basis.
- 5. Cancellations for a non-payment of premium will be calculated on a short-rate basis
- 6. 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)
- 7. Return premiums are sent directly to the insured. Minimum additional/refund + or -\$1 will be waived and notice sent to the insured. If the insured requests a return of any amount that will be granted.
- 8. A \$20 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 lien holders 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. 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. An insured can request their score to be checked once every policy term by making a request.

#### P32 Tier

Tier Assignment and Tier factor is determined by the interaction of the following variables:

- 1. Not At-Fault Accident Count
  - a. Not At-Fault accidents are only evaluated at New Business, pursuant to ORC. 3937.22 and ORC 3937.23
- 2. Credit vs. Garaging zip mismatch

Refer to the rates filing for corresponding Tier Assignments and Tier factors and coverages to which they apply.

### P33 Market Type

An SR-22 Financial Responsibility Factor (SR) will be applied if a certificate of insurance is filed for a rated driver to comply with the requirements of an automobile financial responsibility law. If an SR-22 certification is not required, the driver will be rated as No SR-22 (NS). Refer to the rate filing for corresponding market factors

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#### P34 The General Safe Driver Discount

- 1. The General Safe Driver is a voluntary program that uses a smartphone-based application to collect driving behavior data including, but not limited to, acceleration, braking, speeding, cornering, and phone use for rating purposes.
- 2. Enrollment Eligibility
  - a. The Named Insured must:
    - i. Possess a smartphone that is compatible with the mobile application.
    - ii. The Named Insured must download the application and accept all terms and conditions.
    - iii. Provide a valid mobile phone number.
    - iv. Consent to all terms and conditions of the program.
    - v. Enroll using the same email address as used on the auto insurance policy.
  - b. To include The General Safe Driver Discount on a policy the following criteria must be met:
    - i. A valid email address must be provided.
    - ii. The Named Insured must be enrolled.
- 3. Enrollment Discount
  - a. The Named Insured is enrolled in the program at new business or within the new business underwriting window.
  - b. Refer to Rate Pages for applicable factors.

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### P35 Rate Capping

Rate Capping is a process for managing rate changes to minimize consumer rate disruption at renewal when major changes occur to a policy. This process will only apply to policies with renewal effective dates between 08/31/2023 and 08/30/2025 and to policies in force on or before 7/27/2023.

Rate Capping is a policy level factor that is applied to the policy as of the last day of the preceding policy.

The Cap will be calculated and applied as follow:

- 1. Rate Capping will apply at +25% and -25%
- 2. Rate Capping does not apply to policies with rate decreases
- 3. Compute the Adjusted Current Premium for the current policy term by allowing the policy characteristics to "age". This accounts for the aging of the current policy, violations being added or removed, the insured getting older, etc.
- 4. Compute the Adjusted Renewal Premium This will take into account the "aged" characteristics as well as the rate changes for the renewal premium
- 5. Calculate the difference in premium between the two renewal offers
- 6. If the difference between the two premiums exceeds the allowable rate cap we will calculate a Rate Capping Factor to apply to the policy.
- 7. Apply Rate Capping Factor to the policy, the capping factor remains on the policy for the entire policy term.
- 8. When policy changes are made mid-term, the existing capping factor will be used for that endorsement.
- 9. Rate Capping will be evaluated at renewal to recalculate.

### V01 Symbols

See The General Insurance Proprietary Symbols document for the model, definitions, and algorithms used for assigning symbols.

- 1. Vehicles classified as "ultra-high value" are deemed unacceptable risks and will receive a surcharge symbol factor.
- 2. Vehicles classified as Z98 and Z99 are unassigned and will receive a neutral rating.
- 3. New model years where a model year factor is currently not on file will take the previous model year factor for Liability coverages. For Physical Damage coverages, the factors will be calculated by multiplying the previous year's factor by 1.067 for Comprehensive and by 1.077 for Collision.

Refer to the rate filing 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. Rate using the garaging zip code, not the mailing zip code.
- 3. If the mailing address and the garaging address differ, list both on the application.
- 4. Principal place of garaging must be in State for all vehicles on the policy. (See Rules for Students or Military Risks Rule P25.)
- 5. Newly defined zip codes will be assigned the rating factor of surrounding contiguous zip codes.

### 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, Baja's, 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. Examples are doctors, attorneys, architects, engineers and clergy.
- d. Only the named insured and family members operate the vehicle. (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.

#### 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, and 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.
- 1. Participation in a transportation network company or other ride sharing service or transporting passengers for a fee.
- m. Unacceptable Risk surcharge will apply.

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#### 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.

#### Additional Parts, Equipment or Conversion Vehicle Rules

- 1. Custom Equipment, as defined below, is excluded from Physical Damage coverage.
- 2. The following 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.
- 3. Coverage is available up to a \$5,000 limit subject to a \$50 deductible.
- 4. Coverage is not available for car telephones, televisions, and home stereo equipment or radar detectors.

### 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.

### V08 Vehicle History Score

Vehicle history is a score that is developed on all vehicles on the policy. The score will be based on vehicle's history, including length of ownership, type of vehicle, damage history, odometer history, repair history, and other similar information.

Refer to the rates filing for corresponding factors and coverages to which they apply.