



#### VIRGINIA

# Commercial Auto Underwriting & Product Guide

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Underwritten by: Integon General Insurance Corporation

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# **Contact Information**

Agency Policy System <u>www.natgenagency.com</u>

Click to Chat is available on the Policy Summary screen.

#### **Customer Service**

Online Service ......www.mynatgenpolicy.com

#### Customers can:

- ✓ View driver, vehicle, and coverage information
- ✓ Make a payment
- ✓ Request an ID card

Quote Assistance ......1-877-468-3466 or Click to Chat

#### **Claims Services**

 Report a New Claim (Available 24/7)
 1-800-468-3466

 Discuss a Pending Claim
 1-888-233-4575

Commissions commacct@ngic.com

#### **Addresses**

# Correspondence

National General Insurance PO Box 3199 Winston-Salem, NC 27102-3199

#### **Payments**

National General Insurance PO Box 4040 Carol Stream, IL 60197-4040

#### **Overnight Payments**

National General Insurance Attention: NGIC Payments 2012 Corporate Lane, Suite 108 Naperville, IL 60563-0726

# **Commercial Risk Overview**

The intent of the National General Commercial Auto product is to insure and protect customers who own and operate businesses for the risk associated with the use of vehicles for business.

This guide outlines exposures that are and are not acceptable, the various coverages available, and product features as well as underwriting processes and requirements. It also includes guidelines regarding how to handle the most common situations agents encounter and is designed to answer questions agents often have around managing the National General Commercial book of business. The Territory Sales Manager and the Customer Service department are also available to answer agent questions.

# What Qualifies as a Commercial Risk and Should Be Included on the Policy

The following individuals, entities, and vehicles qualify as a commercial risk.

#### **Sole Proprietors**

Sole proprietors are individuals who own and operate a business as the primary source of income.

- Vehicles that qualify and **should** be included on the policy:
  - All vehicles owned by the named insured and used in the business
  - All vehicles owned by the named insured used for non-business purposes of the business owner and other individuals in the household.
- Vehicles that qualify and are encouraged to be included on the policy:
  - All vehicles not owned by the named insured but are used in the business on a non-incidental basis (>4hrs per week).
- Individuals who should be included on the policy:
  - The named insured(s)
  - All household members of the named insured(s)
  - All employees of the business with access to vehicles
  - Any other person who has access to a vehicle listed on the policy.

**Note:** Anyone who falls into one of these categories and does not operate an insured vehicle may be listed as excluded from coverage where allowable by law.

#### **Legal Entities**

Legal entities are corporations, limited liability companies, and partnerships.

- Vehicles that qualify and should be included on the policy:
  - All vehicles owned by the company.
- Vehicles that qualify and are encouraged to be included on the policy:
  - All vehicles not owned by the company but are used in the business on a non-incidental basis (>4hrs per week).
- Vehicles that qualify and may be included on the policy:
  - Vehicles owned by owners and officers of the company not used for business purposes.
- Individuals that **should** be included on the policy:
  - All owners and officers of the company
  - All employees of the company with access to the vehicles
  - Any other person who has access to a vehicle listed on the policy
  - All household members of any individual who uses an insured vehicle for personal use
  - All household members of any owner or officer whose personally owned vehicles are insured under the policy.

**Note:** Anyone who falls into one of these categories and does not operate an insured vehicle may be listed as excluded from coverage where allowable by law.

# What Does Not Qualify as a Commercial Risk

The following individuals and vehicles do not qualify as a commercial risk.

- An individual who is employed by another business and/or uses a personally owned vehicle for that business.
- Vehicles owned by an individual and used to commute to and from work even if the work location changes on a regular basis.
- Vehicles owned by an individual and used for a hobby or other activity that doesn't generate revenue.

**Note:** If the vehicles do not qualify to be written on a personal lines policy due to the size or body configuration, the vehicles may qualify to be written under the non-business occupation on an exception basis.

Vehicles titled to an individual that DO generate revenue but are not the primary source of income for the owner.

**Example:** The insured's neighbor pays the insured to plow the snow in the neighbor's driveway.

# **Unacceptable Risks**

Certain types of businesses, occupations, vehicles, vehicle usage, policies, and drivers are not acceptable risks. Prior to binding the policy, ensure the applicant's business, vehicle, intended vehicle usage, and drivers are not listed as an unacceptable risk.

**Note:** This section does not encompass all risks or scenarios. Contact National General with any risk-specific questions.

# **Business/Occupation Types**

Any business risk or occupation type listed below is unacceptable.

- Businesses that transport passengers for a fee.
  - **Note:** Hotel shuttles/courtesy vehicles permitted when the vehicle has fewer than 16 seats and operates within a 50-mile radius.
- Hauling and/or delivery risks that have less than 12 months continuous prior commercial insurance (including business types such as dirt, sand and gravel hauling, excavation work, wholesale delivery, appliance/furniture delivery, debris removal, and trucking).
- All risks that involve any form of towing which includes but is not limited to towing for hire, wrecker service, wrecker for hire, roadside repair/service, auto body shops, and towing as a secondary service.
- Companies involved in selling, leasing, or renting vehicles.
- Companies or individuals involved in transporting hazardous, flammable, or combustible material.
- Driving schools of any kind.
- Security firms that transport guard dogs and/or firearms during vehicle use.
- Companies involved in hauling steel, coal, logs, or pulpwood.
- Courier risks involved in package delivery, residential delivery, or involving OnTrac.
- Any policy with more than one named insured.
- For hire trucking and for hire waste disposal.

#### **Drivers**

Any driver listed below is unacceptable.

- Drivers who do not have a valid, active United States driver license or a verifiable foreign driver license, passport, or matrícula consular card.
- Drivers with two or more major violations.
- Drivers 16 19 years of age with two or more occurrences.
- Drivers with four or more occurrences.
- Any applicant or driver who has been convicted of or pled guilty, nolo contendere, or no contest to any felony offense — other than alcohol-related driving offenses — during the last 10 years.
- An individual, partnership, or corporation previously insured with National General with a non-renewed or canceled policy.

#### Other

Any policy type or risk listed below is unacceptable.

- Residential ice cream risk requesting limits greater than 50/100/25 or 100 Combined Single Limits (CSL).
- Automobile Haulers and Salvaged Auto Haulers, if requesting limits higher than 300 CSL.
- Non-business risks containing only PPA-type vehicles (see Non-Business Auto Coverage).
- Salvage vehicles are allowed for liability only.
- National General reserves the right to decline any risk for underwriting reasons.
- Courier/Delivery risks requesting 500 CSL or higher.
- Hauling/Delivery risks requesting 500 CSL or higher.

# **Vehicle Types**

Any vehicle type listed below is unacceptable.

- Vehicles with stated amount more than \$250,000.
- Vehicles used to deliver food with less than one-day notice.
- Glass lined tank trucks.
- Milk trucks.
- Vehicles with a hauling capacity greater than 1,400 gallons unless baffled.
- Emergency vehicles.
- Non-emergency ambulance.
- Mobile home toters.
- Truck-mounted campers.
- Standard pickup trucks that have been converted to wreckers.
- Cement trucks/concrete mixers.
- Dump trucks unless included on a construction tradesman business or a landscaping business with limited road use.
- Garbage or residential recycling vehicles unless it transports a roll-on container.
- Vehicles used for septic tank waste removal.
- Homemade, kit, or customized vehicles; buses; motorhomes; limited production and gray market vehicles.
- Vehicles with a government entity as a named insured.
- Military vehicles.
- Tow trucks.
- Tractor trailers.
- Vehicles with Gross Vehicle Weight (GVW) greater than 66,000 pounds.
- Business use outside the stated radius.
- Vehicles garaged outside the state or not registered in Virginia.

# **Vehicle Makes/Models**

Any make/model listed below is unacceptable.

Make	Model
American General	H1
ARO	All Models
Aston Martin	All Models
Audi	R8
Avanti	All Models
Bentley	All Models
BMW	Z8
Bricklin	All Models
Bugatti	All Models
Cadillac	All Hearses and Limousines
Callaway	C12
Checker	All Models
Chevrolet	Lingenfelter, Hammer, and Mallet Corvettes; Grumman
Chrysler	All Limousines
Delorean	All Models
Dinan	All Models
Dodge	Shelby Durango
Elio	All Models
Ferrari	All Models
Ford	All Saleen Mustangs, Ford GT, Think
GEM	All Models
GM EV1	All Models
Hennessey	All Viper Models
Honda	EV, FCX, FCX Clarity
Hummer/American General	H1, Humvee
Jaguar	XJL
Jensen	All Models

# **Vehicle Makes/Models (continued)**

Any make/model listed below is unacceptable.

Make	Model
Karma	All Models
Lada	All Models
Laforza	PSV-L4
Lamborghini	All Models
Lexus	LF-A
Lotus	Elan, Esprit
Maserati	28, 425, 430, Biturbo, Coupe GT, Gransport, Spyder
Maybach	All Models
McClaren	All Models
Mercedes	B F-CELL, SL600, SL63 AMG, SL65 AMG, SLR, SLSAMG, Maybach
Morgan	All Models
Mosler	All Models
Nissan	All Stillen Models
Panoz	All Models
Pantera	All Models
Pontiac	Lingenfelter Trans Am
Porsche	All Ruf Models, Carrera GT, 911 GT2, 911 GT3, 918 Spyder
Rolls Royce	All Models
Roush	All Roush Mustangs
Ruf	All Models
Saleen	All Models
Shelby	Cobras and Series 1
Smart Cars	All Models (except Fortwo)
Spyker	All Models
Toyota	All HKS Enhanced Supra Turbos
Vector	All Models

# **Coverages**

The quoting system automatically displays available coverage limits.

# Liability

Insures against damages caused by the insured's negligence.

# **Bodily Injury/Property Damage (BI/PD/CSL)**

Provides coverage for injuries or death and property damage due to the insured's negligence. Bodily Injury (BI) includes expenses related to medical costs, lost wages, sickness, and death as well as pain and suffering for an injured third party. Property Damage (PD) includes damage caused by an insured vehicle to any property such as a vehicle, building, or sign.

- Requires the same limits for Bodily Injury (BI)/Property Damage (PD) limits or Combined Single Limits (CSL) for all motorized vehicles on a policy. Requires the same BI/PD limits or Combined Single Limits (CSL) for all motorized vehicles on the policy.
- Requires limits to equal to or higher than minimum financial responsibility limits required by law.
- Requires a pulling vehicle to be insured for liability coverage to be provided for a trailer.
- Affords limits up to \$1 million.

# **Liability Deductible**

Liability deductibles are available for BI/CSL coverage. Requires a letter of credit to be obtained by the insured at policy inception to cover an amount that is determined by underwriting. This letter of credit is a non-working deposit.

This is an optional coverage and is subject to underwriting review.

# **Uninsured/Underinsured Motorist Coverage (UM/UIM/UMPD)**

Provides coverage for the insured who suffers injuries due to a responsible party who has no insurance or not enough insurance to cover all the expenses.

- Offers two levels of coverage:
  - Alternative Underinsured Motorist coverage is paid with credit for the liability insurer's payment. The offset is taken from the total damages, not from the policy limits. A signed UM/UIM form is required.
  - Non-alternative Underinsured Motorist coverage is paid without any credit for the liability insurer's payment.
- UM/UIM Alternative limits cannot be selected in conjunction with UM/UIM Non-Alternative limits.
- Required on all motorized vehicles with BI/CSL coverage at limits equal to minimum liability requirements. Limits may be lower than BI/CSL but cannot exceed BI/CSL limits.
- Requires an Uninsured Motorist Selection/Rejection Form to be submitted to National General within 7 days of the policy being submitted. If the form is not received, Uninsured Motorist (UM) coverage will be raised to equal the BI/CSL limits.
- Limits may be lower than BI/CSL but cannot exceed BI/CSL limits.
- Requires the same limits for all motorized vehicles on the policy.

#### **Optional Liability**

Insures against damages or excess damages caused by the negligence of an additional insured.

#### **Additional Insureds**

Additional insureds may be listed on the policy. This coverage does not increase the limits of National General liability and is excess insurance over any other valid and collectible insurance.

Three options are available.

- Listed Additional Insured Requires that each additional insured be listed on the policy. A
  fee applies to each additional insured for the first 10 names listed.
- Blanket Additional Insured Does not require the listing of additional insureds to be scheduled. To have coverage under the policy terms, an in-force contract requesting additional insureds is required. A single fee applies for either Fleet or Non-Fleet policies.
- Contractual Liability Additional Insured Provides separate liability limits for the additional insured listed on the Declarations Page and is based on a contractual obligation between the named insured and the listed additional insured.
  - A contract must be in place with the additional insured that requires the separate limits for this coverage to be an option.
  - The separate limits apply when the additional insured is found liable for the loss.
     Otherwise, the base policy limits apply.
  - The limits can exceed the limits made for BI/PD or CSL up to \$1 million CSL.
  - Punitive or exemplary damages are not covered.
  - This coverage is not available if an FR-44 or a federal filing is requested.

# **Liability Deductible**

Liability deductibles are available for BI/CSL coverage. A letter of credit must be obtained by the insured at policy inception to cover an amount to be determined by underwriting. This letter of credit is a non-working deposit.

This is an optional coverage and is subject to underwriting review.

# **Covered Auto Options**

Insures against damages to vehicles not listed on the policy.

#### **Any Auto**

Extends liability coverage to any vehicles acquired/purchased during the policy term — including hired and non-owned vehicles — until the end of the current policy term.

- Requires the same BI/PD or CSL limits as the listed vehicles on the policy.
- Requires a contractual agreement from the insured's customer stating this type of coverage is needed. Proof of contractual requirement must be submitted to an underwriter at National General at the time of referral.
- Requires all owned vehicles including all personal and commercial vehicles used in the business to be insured with the National General Commercial Auto Program.
- Requires any newly purchased vehicle to be added to the policy within 30 days of purchase. Any
  unlisted vehicle is required to be added at the next policy renewal to ensure it has liability
  coverage.
- Is available for the following business categories:
  - Construction/tradesmen (General Contractors are unacceptable)
  - Farming
  - · Hauling/furniture
  - · Land services
  - · Moving/wholesale delivery.
- Does not include Comprehensive and Collision coverages. These coverages are required to be purchased at the vehicle level.

This is an optional coverage and is subject to underwriting review.

Contact the Territory Sales Manager to request authority to sell Any Auto coverage.

#### **Drive Other Car**

Provides excess coverage for an executive of a corporation or partnership (or spouse) when driving a non-owned vehicle. This coverage is included at no cost for individual named insured risks.

- Applies liability, Medical Payments, Uninsured Motorist, and physical damage to the Drive Other Car vehicle.
- Requires the executive and spouse be listed on the endorsement for coverage to transfer.
- Requires a private passenger-type vehicle that includes personal use or business and personal use and has liability (BI/PD or CSL), Comprehensive, and Collision coverages.

This is an optional coverage.

# **Employer's Non-Ownership**

Provides excess liability coverage to any non-owned vehicle used by an employee in the incidental operations of the business.

- Requires non-owned vehicles to be similar to the vehicles described in the Declarations Page.
- Is not available for any account that regularly uses employees' vehicles for business use.

This is an optional coverage.

#### **Hired Auto**

Provides excess liability coverage for a non-owned, unlisted vehicle that is leased, rented, hired, or borrowed by the insured for the incidental operation of the business.

- Requires the same BI/PD or CSL limits as the listed vehicles on the policy.
- Requires rental vehicles used continuously for 30 days to be listed as named vehicles on the policy with the owner as an additional interest.
- Requires vehicles hired with drivers to be scheduled on the policy.
- Does not allow household or employee vehicles.
- Is not available for the following businesses:
  - Livery
  - Pizza Delivery
  - · Religious Organizations
  - · Social Services.
- Is not available for any business that regularly uses short-term rentals.

This is an optional coverage.

#### **Owned Auto**

Provides liability coverage for vehicles owned by the named insured and any owned vehicles acquired during the policy period.

Coverage applies to trailers — owned and non-owned — attached to the insured vehicle.

- Requires a contractual agreement from the insured's customer stating this type of coverage is needed. Proof of contractual requirement must be submitted to an underwriter at National General at the time of referral.
- Requires all owned vehicles including all personal and commercial vehicles used in the business to be insured with the National General Commercial Auto Program.
- Requires any newly purchased vehicle to be added to the policy at the beginning of the next term for coverage to apply.
- Requires any newly purchased vehicle to be added to the policy within 30 days of purchase. Any
  unlisted vehicle must be added at the next policy renewal for coverage to apply.
- Requires all vehicles used in the insured's business to be listed on the policy at all times.
- Does not include Comprehensive and Collision coverages. These coverages are required to be purchased at the vehicle level.

This is an optional coverage and is subject to underwriting review.

Contact the Territory Sales Manager to request authority to sell Owned Auto coverage.

#### Medical

Insures against injuries for the insured and/or those in the insured vehicle regardless of fault.

#### **Accidental Death & Dismemberment**

Pays the insured or the listed beneficiaries a set amount of money if the insured's death or dismemberment is the direct result of a covered loss.

Two plans are available for motorized vehicles on the policy with BI coverage and applies to named insured risks only:

- Individual Plan only applies to the named insured.
- Family Plan applies to the named insured, spouse, and any unmarried children in the household who are under 19 years of age.

This is an optional coverage.

# **Medical Payments**

Provides coverage on a per person per accident basis for the insured and others in the insured vehicle for medical or funeral expenses incurred as the result of bodily injury or death by accident under specified conditions without regard for the insured's liability.

- Requires the same limits for all motorized vehicles on the policy.
- Requires BI, CSL, or Non-Trucking Liability coverage.

This is an optional coverage.

# **Physical Damage**

Insures against damages to the insured vehicle(s) regardless of fault.

When rating vehicles, \$1,000 in coverage for additional permanently attached equipment is included in the value — at no additional cost. Higher limits are available for an additional cost. Examples of permanently attached equipment include customer paint or signage, ladder racks, snow plows, and tool boxes.

- Private passenger autos, vans, and pickup trucks are rated on symbols developed by National General.
- Commercial vehicles or trailers are rated on stated amount basis. See the <u>Stated Amount</u> section for more detail.

# **Collision and Comprehensive**

**Collision** covers damage to the insured vehicle caused by collision with any object regardless of fault and requires either Comprehensive coverage or Fire, Theft with Combined Additional Coverages (FTCAC).

**Comprehensive** covers loss or damage to the insured vehicle caused by anything other than Collision. Examples of other than collision include fire, theft, vandalism, glass breakage, windstorm, hail damage, and impact with an animal.

- Deductibles do not have to be the same for each vehicle.
- Not available for vehicles with a salvage title.

This is an optional coverage unless the vehicle has a loss payee. Vehicles with a loss payee require physical damage coverage.

# Fire, Theft with Combined Additional Coverage

Covers loss or damage to the insured vehicle by anything other than Collision when Comprehensive coverage is not available on certain types of commercial vehicles.

Covers specified occurrences, such as:

- Collision with birds or animals
- Explosion
- External discharge or leakage of water except loss resulting from rain, snow, or sleet whether
  or not wind driven
- Fire, lightning, smoke, smudge
- Flood or rising waters
- Forced landing or falling of any aircraft or its parts or equipment
- Malicious mischief or vandalism
- Theft, larceny, robbery, pilferage
- Windstorm, hail, earthquake.

# **Optional Physical Damage**

Insures against damages to insured equipment and tools regardless of fault. Also provides coverage for rented vehicles and disabled vehicles.

#### **Commercial Auto Broadened**

Provides a package of coverages in a single form. Requires liability and physical damage coverages. A deductible may apply in some losses covered under this endorsement. A single deductible applies to all vehicles involved in the same covered loss.

The package includes:

- \$1,000 in Loss of Use coverage for a hired vehicle
- Air bag replacement for accidental deployment
- Increase of supplemental bail bond payments from \$200 to \$2,500
- Personal Effects coverage up to \$500
- Physical damage coverage up to \$50,000 for a hired vehicle
- Original Equipment Manufacturer (OEM) parts replacement
- Waiver of deductible for glass repair.

This is an optional coverage and is subject to a covered loss.

# **Expanded Accident Towing**

Increases the limit of liability for towing expenses to remove a covered vehicle that is non-drivable from the site of an accident or loss and transport it to a repair facility.

- Requires Comprehensive and Collision coverages.
- Includes the option to increase towing expenses from \$2,000 up to \$40,000.

This is an optional coverage.

#### **Rental Reimbursement**

Reimburses the insured for expenses incurred for a rental vehicle while a covered vehicle is being repaired as the result of a qualified disablement — subject to a maximum per day limit/maximum number of days per accident limit.

Qualified disablement means a loss covered by the liability, Other than Collision (Comprehensive), or Collision coverage sections of the policy.

- Is available on PPA-type vehicles, pickup trucks, and vans with physical damage coverage.
- Requires the same limits for all vehicles on the policy.

This is an optional coverage.

# **Business Interruption**

Reimburses the insured for expenses incurred while a covered vehicle is being repaired as the result of an accident. Acceptable vehicle types include commercial vehicles with GVW greater than 16,000 lbs.

- Is only available for specific business types and vehicle types. Acceptable business types include:
  - · Agricultural haulers
  - Dirt, sand, and gravel haulers
  - · For-hire trucking
  - · General freight
  - · Machinery and equipment
  - · Wholesalers.
- Requires Comprehensive and Collision or FTCAC and Collision coverages.
- Requires the same limits for all vehicles on the policy.

This is an optional coverage.

#### Tools

Provides tool and equipment coverage for items owned, rented, or leased by the named insured and used in the operation of the business.

- Affords up to \$2,500 in coverage.
   Note: Does not provide coverage for mobile equipment.
- Requires Comprehensive and Collision or FTCAC and Collision coverages.
- Requires the same limits for all vehicles on the policy with Comprehensive and Collision coverages.
- Applies the deductible listed on the Declarations Page.
- Transfers to a rented or leased vehicle used in the operation of the business if Hired Auto or Non-Owned is listed on the Declarations Page.

This is an optional coverage and is subject to a covered physical damage loss.

# **Other Coverage Options**

Provides additional coverage options pertaining to income loss, non-business vehicles, and mobile equipment.

#### Income Loss

Pays a weekly amount to help replace lost income when an insured is injured or killed in a motor vehicle accident.

- Requires the same limits for all motorized vehicles on the policy. Limits are per person/per accident.
- Does not apply to trailers.

This is an optional coverage.

# **Mobile Equipment**

Schedules physical damage coverage for mobile equipment (e.g., backhoes, forklifts, or similar equipment). Liability coverage follows liability limits selected for BI/PD.

When determining stated amount, consider the current market value of the equipment. The stated amount should be reviewed at least every 2 years to ensure continued accuracy of value. The customer is responsible for maintaining the accuracy of the stated amount. In the event of a loss, the policy pays the least of the stated amount, actual cash value, or cost to repair or replace.

#### **Non-Business Auto**

Accepts vehicles not permitted on a personal auto policy.

**Example:** National General has the ability to write a stake body truck or a Ford 350 used on a farm for personal use.

This is an optional coverage and is subject to underwriting review.

# **Transportation/Towing Options**

Insures against damages to towed vehicles. Also provides coverage for Motor Carrier risks.

#### Garagekeepers

Provides physical damage coverage specifically for Towing in the event of a loss to a customer's vehicle left in the care, custody, and control of the insured while at a covered location or in transit between covered locations.

- Requires BI/PD or CSL coverage.
- Requires a covered location to be listed on the policy.

This is an optional coverage and allows the insured to choose one of the following coverage levels:

- Direct Excess Provides coverage without regard to the insured's legal liability for loss to the towed auto and is excess over any other collectible insurance.
- Direct Primary Provides coverage without regard to the insured's legal liability for loss to the towed auto and is primary.
- Legal Liability Provides protection to the named insured when found liable for damage resulting from a covered physical damage loss.

#### **Motor Carrier Broadened**

Provides a package of coverages in a single form for Motor Carrier customers. Liability and physical damage coverages are required. A deductible may apply to some losses. A single deductible applies to every three vehicles involved in the same covered loss up to a maximum of ten aggregate deductibles for one loss.

The package includes:

- Air bag replacement for accidental deployment
- Personal Effects coverage up to \$500
- Repair to chains, tarps, and binders up to \$500
- Increase of debris removal expenses from \$5,000 to \$25,000 if Cargo coverage is purchased
- Increase of storage expenses from \$375 to \$1,500 per loss
- Increase of supplemental bail bond payments from \$200 to \$2,500.

This is an optional coverage and is subject to a covered loss.

# **Motor Truck Cargo**

Provides liability coverage for a loss due to theft, fire, or collision for the covered property in the care and control of the insured and being transported by an insured vehicle.

- Is available for risks rated as "for-hire trucking" and specific vehicle types step vans, box trucks, straight trucks, flatbed trucks, stake trucks, and trailers.
- Includes acceptable business types such as:
  - Agricultural haulers
  - Courier/package delivery
  - · For-Hire trucking
  - General freight
  - · Machinery and equipment
  - · Wholesalers.
- Affords up to \$200,000 in coverage with deductibles ranging from \$250 \$2,500.
- Includes \$5,000 for removal/clean up expenses and \$2,500 in additional loss protection.
- Requires Comprehensive and Collision coverages.
- Requires the same limits for all vehicles on the policy.
- Requires selection of specific limits and deductibles.
- Is not available for fleet policies (10 or more vehicles).
- Unacceptable cargo/freight includes:
  - Alcohol
  - Animals
  - · Any illegal items
  - Any items stored for more than 72 hours unless due to weather
  - Electronics
  - Explosives, combustibles, or radioactive items
  - · Goods owned by the insured
  - Household goods movers
  - Jewelry
  - Legal papers
  - · Medicine or pharmaceuticals
  - Mobile or modular homes
  - Money
  - Refrigerated/perishable foods
  - Scrap metal
  - · Tobacco.

This is an optional coverage and is subject to underwriting review.

Contact the Territory Sales Manager to request authority to sell Motor Truck Cargo coverage.

# **Motor Truck Cargo Refrigeration Breakdown**

Provides liability coverage for a direct physical loss to the covered property caused by spoilage or from a sudden or accidental breakdown of refrigeration or heating units on a covered vehicle.

All claims require proof that the refrigeration unit has been properly maintained. Failure to maintain the unit may result in the denial of a claim.

- Applies coverage to non-food cargo. Eligible commodities include:
  - · Flowers (cut).
  - Plants, shrubs, and trees temperature control.

Note: Cannabis is not an eligible commodity.

- Requires Motor Truck Cargo coverage.
- Requires the liability limit to match the Motor Truck Cargo limits.

This is an optional coverage and is subject to underwriting review.

# **Motor Truck General Liability**

Provides liability coverage for injuries or property damage sustained in the course of business while using products or services on premises. Also provides coverage for personal and advertising injury, products, and completed operations.

- Requires BI/PD or CSL coverages.
- Is not available for garbage trucks, ice cream trucks, any business involved in passenger transportation, or any business earning income from:
  - Construction/excavation/demolition
  - Courier service
  - Farming
  - Installing equipment or appliances
  - · Logging operations
  - · Moving household goods
  - Non-trucking operations
  - · Removing debris
  - · Selling or leasing equipment.

This is an optional coverage and is subject to underwriting review.

Contact the Territory Sales Manager to request authority to sell Motor Truck General Liability coverage.

# **Non-Trucking Liability**

Provides liability coverage for property damage or bodily injury to a third party. This coverage is designed for insureds who are under permanent lease to a motor carrier that provides the primary liability coverage and also use the trucks while not under the dispatch of a motor carrier.

- Requires the same limits for all vehicles on the policy.
- Does not allow federal filings.

This is an optional coverage.

# **Trailer Interchange**

Provides physical damage coverage to any non-owned trailer while in the care, custody, or control of the insured.

- Requires a written trailer interchange agreement. The agreement may be requested in the event of a claim.
- Requires a tractor or pickup truck with a fifth-wheel coupling device to be listed on the policy.

This is an optional coverage.

# **Discounts**

The system automatically requests proof documentation required to retain discount.

# **Affiliated Package**

Available when an agency writes an additional Commercial lines policy for the insured (such as Workers Compensation, General Liability, Business Owners Policy [BOP], Inland Marine, Boiler and Machinery, or Commercial Umbrella) that has been underwritten by a company affiliated with National General.

- Requires agents to retain proof in the customer file. The proof document is a copy of the Commercial lines policy Declarations Page.
- See <u>Package</u> discount when an insured has an additional Commercial lines policy underwritten by a non-affiliated company.

# **Commercial Driver License (CDL)**

Available when any rated driver has a commercial driver license for commercial truck risks, **and** the policy lists medium, heavy, or extra heavy weight class vehicles.

**Note:** The driver is required to have at least 2 years driving experience with a commercial driver license for the type of vehicles that are listed on the policy.

# **DynamicDrive®**

Applies to drivers participating in the National General DynamicDrive program who provide a valid email address and use a smartphone to install the approved application.

# **Electronic Funds Transfer (EFT)/Auto Pay**

Available for policies with payments set up to transfer automatically from a savings account or checking account.

**Note:** Does not apply for payment transfers set up from a credit card or debit card.

#### Go Paperless

Available when the applicant selects paperless and elects to receive notices of bills and document changes by email. Web access to the same documents is also available.

An active, valid email address is required for this discount to apply.

If an email returns as undeliverable, the documents are sent via regular mail and the discount is removed.

#### In-Agency Transfer

Available when agents transfer an existing in-house commercial auto policy to National General.

- Does not apply to a policy that was canceled or non-renewed by another carrier.
- Does not apply to policies with National General as the prior carrier.

# **Multi-Policy**

Available to insureds who have more than one active policy with National General (e.g., a personal auto or motorcycle policy).

# **Package**

Available when an agency writes an additional Commercial lines policy for the insured (such as Workers Comp, General Liability, Business Owners Policy [BOP], Inland Marine, Boiler and Machinery, or Commercial Umbrella) that has been underwritten by a company not affiliated with National General.

- Requires agents to retain proof in the customer file. The proof document is a copy of the active participating policy.
- See <u>Affiliated Package</u> discount when an insured has an additional Commercial lines policy underwritten by a company affiliated with National General.

#### Paid in Full

Available for insureds who pay 100% of the total premium by cash, check, EFT/Auto Pay, credit card, or debit card at the inception of a policy term.

Premium financed policies are not eligible for this discount.

# **Senior Operator Accident Prevention Course**

Available at inception to insureds 55 years of age or older who have completed a qualified accident prevention course successfully within 36 months of the policy inception **and** have no accidents or violations within the previous 36 months.

- Applies for up to 3 years as long as the driver has no accidents or moving violations.
- Applies to extra vehicles on the policy when all drivers on the policy qualify for the discount.
- Is removed if one of the following violations occur within 3 years after the course completion:
  - The driver is in involved in an at-fault accident.
  - The driver is convicted of a moving violation or an alcohol/narcotics-related violation.

#### **Smartphone Safe Mode**

Available to insureds who participate in a Distracted Driving Solutions program that disables smartphones and tablets while the vehicle is in motion.

# **Surcharges**

# Comprehensive on FTC Type Vehicle

Applies when Comprehensive coverage is selected on an FTC type vehicle.

# **Comprehensive Only**

Applies when a vehicle has Comprehensive only coverage.

# Financial Responsibility Filing

Applies when a Financial Responsibility filing (SR-22) is required for a listed driver.

# **Foreign Driver License**

Applies when a driver does not have a valid United States driver license but does have a valid foreign driver license, passport, or matrícula consular card.

- Requires agents to retain proof in the customer file. The proof document is a copy of the driver's active foreign driver license, passport, or matrícula consular card.
- Applies until a valid United States driver license is submitted to National General.

# **Inexperienced Operator**

Applies when a driver has a foreign or international driver license but does not have a valid United States driver license or is 18 years of age or older and has been licensed for less than 1 year.

**Note:** Applies until National General receives proof that a valid United States driver license has been in effect for at least 24 months.

# **Motor Carrier Filing**

Applies when a federal filing (Form E/BMC 91 filing) is required for a vehicle, and National General issues the filing on behalf of the insured.

#### No CDL for Class A and B Vehicles

Applies to drivers who do not have the proper CDL Classification to operate vehicles on the policy when one or more vehicles is a Class A or B vehicle.

#### Non-Driver

Applies when one or more individuals are listed as non-drivers on the policy.

#### Physical Damage Only

Applies to a physical damage only policy.

#### State and Federal Filings

Applied when a state or federal filing is required for a vehicle and National General issues the filing on behalf of the insured. National General must insure all vehicles to obtain a filing.

The vehicle may not be removed from the filing — **unless** it is sold or considered salvaged. Documentation is required to have the vehicle filing removed.

#### **Unacceptable Risk**

Applies when an unacceptable driver or vehicle is endorsed onto a policy that cannot be canceled or declined mid-term. The policy will be non-renewed.

# **Undeclared Operator**

Applies if National General pays a loss involving a driver who is not listed on the policy due to state law.

- Applies to non-drivers and rated drivers.
- Applies in addition to any points incurred due to the loss.

# **Unverifiable Driving Record**

Applies when 3 years of driving history cannot be verified. This surcharge is removed after the driver has been insured with National General for 3 continuous years.

# **Underwriting**

National General offers coverage for a wide range of businesses, vehicles, and drivers.

The success and the success of the agency depend on the ability to select business that fosters a book portfolio that has the propensity for profitable results. As such, there are certain cases where National General performs a complete review of a risk to determine acceptability.

#### **Accident Threshold**

Accidents involving bodily injury are chargeable. If a property damage loss exceeds \$1,000, it is considered chargeable.

# **Experience Period**

Accidents and violations are charged when the occurrence date is within 35 months prior to the policy effective date.

# **Central Analysis Bureau (CAB) Reporting**

National General reviews the operating authority, insurance, and violation history for all accounts that are subject to DOT regulations. These reviews are conducted using both publicly available information, as well as information provided through a third party vendor — CAB.

The underwriting of these accounts is used to determine the acceptability and rate of risks for coverages, limits, and filings. The review of these risks take into account numerous elements and criteria including, but not limited to, the insured's CAB scores, out-of-service rates, DOT reportable accidents, reports from individual inspections, and trends over time.

#### Certificate of Insurance

A Certificate of Insurance is available online for active, in-force policyholders. This certificate does not extend coverage or protection under the terms of the policy.

If agents issue Certificates of Insurance on behalf of National General insureds:

- Properly list the coverages and limits.
- Do not change the cancellation language of the standard ACORD certificate.
- Send National General a copy of all certificates.

#### Fleet Underwriting

Fleets consist of 10 or more vehicles.

Agents are required to submit all fleet risks to a National General underwriter for review prior to binding coverage. Agents enter the quote information and send a complete fleet submission to an underwriter.

The system notifies the Underwriting Team of a quote submission. An underwriter notifies agents via email regarding the quote status. Agents should receive a response within 3-5 business days.

In addition to any discounts and surcharges that may apply, the underwriter uses Schedule Rating debits and credits — along with Experience Rating — in evaluating all fleet accounts.

- Schedule Rating includes reviews of equipment quality, maintenance and safety, driver experience and stability, financial stability, business experience, and management of the firm.
- Experience Rating is based on the loss ratio over the past 3 years.

# Non-Fleet Underwriting

In most cases, National General has a price for every customer. On occasion, higher risk exposures need to be referred to the Underwriting Team for prior approval.

The system notifies agents when a quoted risk is being referred to the Underwriting Team as well as the decision made by the underwriter. If additional information is required, the underwriter contacts the agent. A response with the decision is provided to agents within 1-3 business days once the underwriter has received all the required documents.

Agents can contact the Customer Service Team with any questions regarding an account that is being reviewed. The goal is to minimize the delay in the quoting process and provide a decision as quickly as possible.

# **Manual Underwriting Review Process**

The manual underwriting review process requires paper submission of additional documentation prior to binding. The following information is required:

- ACORD 125
- ACORD 127
- ACORD 137
- 4 years of loss runs dated within 30 days of submission
- Proof of prior auto liability insurance coverage.

The ACORD forms require signatures from both the agent and the applicant. Any missing forms, pages, or information is considered an incomplete submission and is not reviewed.

Mail all documents to the Correspondence address. Allow 20 business days for processing.

#### **Proof of Business**

Agents are required to retain proof of business in the customer file when all vehicles on the policy are PPA-type vehicles (cars, pickup trucks, and vans).

Acceptable proof of business includes:

- Business License/Tax ID
- Executed business contract for the business type listed on the policy
- General Liability or Workers Compensation Declarations Page
- Photos of the insured's work vehicles showing advertising for the business listed on the policy
- Professional License (contractors or other trade) for the business type listed on the policy
- Tax records showing business income
- Website or other verifiable internet-based business proof
- Yellow Pages advertisement.

# **Proof of Prior (POP)**

Verification of prior insurance is an important component of the rating process.

Verification includes:

- Date that the prior insurance policy expires
- Liability limits and length of coverage for the named insured.

**Note:** Commercial and Personal Auto policies are acceptable as proof of prior; select the proper option in the Continuous Coverage drop-down list.

Acceptable proof of prior includes:

- Declarations Page
- ID card showing liability limits and effective dates
- Non-renewal notice
- Other insurance documentation showing liability limits and effective dates
- Renewal offer.

Note: A prior National General Commercial Auto policy is not acceptable POP.

#### Agents are required to submit proof of prior insurance to National General.

Current Carrier information is used to provide information on prior personal auto insurance. POP is not required if during the quoting process a hit is received on Current Carrier that validates prior company, prior coverage dates, **and** prior limits.

If the insured has prior commercial vehicle insurance, update the Prior Policy Information with the proper Continuous Coverage option, prior company, and prior coverage dates and limits. POP is required to be submitted to National General to confirm the commercial vehicle prior insurance.

If the required proof is not received within 21 days of the policy inception date, POP is returned to the information provided by Current Carrier. If POP is received within 45 days, proof is applied effective back to the policy inception date. If POP is received more than 45 days after the policy inception date, proof is not applied on the policy.

**Note:** If a selection entered in the Prior Policy Information section does not result in the most competitive rate available, the system returns the options for Continuous Coverage, Prior BI Coverage, and/or Prior Expiration Date to the lowest possible rate.

# **Radius of Operation**

Radius is the farthest one-way distance of business travel from primary garaging location. Verify that the correct radius of operation is listed on the application.

Radius for personal travel does not apply when personal use is included on the policy.

#### **Referral Rules**

The following list includes the most common reasons for referral to underwriting:

- Any Auto, Owned Auto, Motor Truck Cargo, or General Liability coverage(s) selected
- Federal filings
- More vehicles than drivers
- Total premium greater than \$25,000
- Mailing address is different from garaging address
- Heavy dump trucks or truck tractors
- Heavy power units and trailers
- Tow trucks and trailers
- Non-business classification
- Retail food delivery (not under time constraints)
- Less than 6 months of continuous coverage (no prior unacceptable for high liability limits)
- Drivers with suspended or revoked driver license (unacceptable on single vehicle policies)
- Drivers without CDL with vehicles having GVW greater than 26,000 lbs. (must have drivers with proper CDL)
- Drivers with multiple occurrences.

Refer to underwriting if one or more of the following conditions are met to run Central Analysis Bureau (CAB):

- DOT or Motor Carrier number field is blank
- CAB is a No Hit Failure
- CAB service is down.

#### **Stated Amount**

Other than private passenger autos, vans, and pickup trucks, vehicles are rated on stated amount.

When determining stated amount, consider the current market value of the vehicle with any improvements to the vehicle other than additional or customized equipment. For any additional/customized equipment attached permanently, enter the value in the Attached Equipment field. The vehicle is rated on the total amount of the vehicle value and the custom equipment.

The minimum stated amount for a commercial vehicle (non-PPA type) is \$5,000. The minimum stated amount for any trailer is \$2,000 (\$5,000 for livestock trailers).

If the vehicle is insured for less than 90% of its actual cash value, National General will pay the insured only a percentage of its total damages — less a deductible — at the time of loss.

The stated amount is determined by the condition of the vehicle, improvements or rebuilds, mileage, and location. Value information can be obtained from NADA, Truck Blue Book, <u>trucks.com</u>, internet sites, dealerships, and banks.

The stated amount should be reviewed at least every 2 years to ensure continued accuracy of value. The customer is responsible for maintaining the accuracy of the stated amount. In the event of a loss, the policy pays the least of the stated amount, actual cash value, or cost to repair or replace.

# **Rounding of Premiums**

Premiums are rounded up to the next whole dollar if cents are 50 or greater and down to the next whole dollar if cents are 49 or less.

#### **Territories**

Rating territories are defined by ZIP Code. Use the territory in which the vehicle is garaged primarily. A Post Office Box is not an acceptable garaging address.

If the mailing address and garaging address differ, list both on the application and provide a clear explanation. If the garaging ZIP Code entered during the application process does not match the garaging ZIP Code returned on the insured's credit report, the insured is required to provide proof of residency.

**Note:** Time sensitive proof items should be dated within 2-3 months of the policy effective date.

Any one of the following items is an acceptable form of proof:

- Land-based utility statement (e.g., cable, gas, water, electric)
- Homeowners insurance policy Declarations Page
- Residence property tax bill
- Property deed to home.

Three of the following items are acceptable forms of proof:

- Hospital record
- Medicare/Medicaid statement or state benefits (e.g., food stamps)
- Photo ID, government or DMV issued (e.g., driver license)
- Pistol permit/license, active
- Renters insurance policy Declarations Page
- School record showing enrollment at local school or university
- Signed and notarized letter from property owner / landlord
- Tax records/W-2 form
- Unemployment stub/receipt
- Vehicle registration.

**Note:** If an insured moves out of state during the policy period, the policy should be rewritten in the new state. If rewritten with National General, the current policy cancels pro rata.

# **Out-of-State Garaging**

When there are multiple vehicles on a policy, it is permissible to garage a vehicle in a state that borders the policy state as long as this garaging address is within the declared radius and an out-of-state registration is not required.

#### Rate Accuracy Review

Each policy is reviewed to verify the accuracy of the listed policy garaging address and the actual garaging address of the risk. If it is determined that there is a difference between the addresses and it is not noted in the policy details, the garaging territory is revised, and the policy premium may change.

The policy may be canceled or non-renewed if any rate evasion was determined to be intentional.

#### Waiver of Subrogation

Upon request, National General issues a Waiver of Subrogation. This endorsement waives the right of National General to recover on a loss from a third party.

Two options are available.

- Listed Waiver of Subrogation Requires each party for which recovery is to be waived be listed
  on the policy. A fee applies to each party on which subrogation is waived up to the first six names
  listed. There is no additional fee for more than six names.
- Blanket Waiver of Subrogation Does not require the names of the parties to be scheduled. To
  have coverage under the policy terms, an in-force contract is required requesting a Waiver of
  Subrogation. A flat fee is charged for a blanket waiver.

# **Motor Carrier Compliance**

Vehicles subject to the Federal Motor Carrier Safety Regulation and/or the Motor Carrier Safety Regulation of the state in which the vehicle is primarily garaged require compliance with those regulations. Compliance includes, but is not limited to, the following:

- Completing background checks to confirm no drivers have driving or criminal histories that would disqualify them as a driver under the Federal (or state) Motor Carrier Safety Regulation.
- Maintaining logbooks for all drivers who drive vehicles that are subject to the Federal (or state)
   Motor Carrier Safety Regulation.
- Providing required training for all drivers according to the Federal (or state) Motor Carrier Safety Regulation.
- Issuance of a federal filing is subject to underwriting approval.

Any risk that does not comply with any of the above regulations is unacceptable.

# **Federal Truck Filing Forms**

#### BMC-91 and BMC-91X

The BMC-91 is filed with the Federal Motor Carrier Safety Administration (FMCSA) to show proof of required liability limits for transporting cargo or people across state lines.

The BMC-91X is filed when multiple carriers are involved in providing coverage.

#### MCS-90

The MCS-90 is an endorsement that must attach to both liability insurance and Cargo Liability insurance when a federal filing is required. The MCS-90 guarantees that minimum liability limits are in place to protect the public. This form is not filed with the FMCSA. The BMC-91 or BMC-91X is filed to show that the MCS-90 has been issued.

#### Provide the following information when requesting a federal filing:

- Number of years the driver has been driving this type of vehicle and for whom.
- List the states of travel and how often the driver travels to those states.
- Is there any overnight travel?
- What commodities are being shipped? Be specific, as some commodities are not permitted.
- Are all owned vehicles or vehicles operating under the applicant's authority listed on the application?
- Are all employees part-time, full-time, and temporary listed on the application?

Contact the Territory Sales Manager to request federal truck filing permissions.

# Uniform Intermodal Interchange and Facilities Access Agreement (UIIA)

The UIIA is an agreement between intermodal equipment providers specifying the required coverage for motor carriers using the chassis and containers owned by the equipment providers.

The UIIA Certificate is an approved certificate of insurance used to provide proof of coverage to the Intermodal Association of North America, which acts as a central repository for monitoring insurance compliance for all its members.

The UIIA endorsement amends the policy to comply with the coverage requirements.

# **Intrastate Truck Filing Forms**

#### Form E

A Form E filing certifies that the liability insurance complies with the state's Financial Responsibility laws. The form is submitted to the department that regulates intrastate trucking.

Note: National General only issues Form E filings for the state in which the policy is written.

#### Form K

A Form K filing is used to cancel a previous state filing. The form is submitted to the state agency that regulates motor carrier Financial Responsibility.

# State and Federal Filing Requirements

National General issues a filing after the risk is accepted for coverage and the proper information for the filing is received. A vehicle cannot be removed from the policy **unless** it is sold or considered a total loss/salvaged. Documentation of a vehicle total loss/salvage is required to remove the vehicle from the policy. The following minimum limits are required by filing type:

Filing Type	Company Requirement	Minimum Limits	Truck Cargo
State	List all vehicles owned and operated by the insured on the National General policy.	≤10,000 lbs. GVW 300 CSL >10,000 lbs. GVW 750 CSL	Available
Federal	List all vehicles owned and operated by the insured on the National General policy.	≤10,000 lbs. GVW 300 CSL >10,000 lbs. GVW 750 CSL *Must have MCS-90.	Available

The insured's name on the policy is required to be an exact match of the name entered on the Motor Carrier Authority Form. It is important that the insured's legal name, business address, and all other information required for the federal filing be accurate. Agents can verify information on FMCSA's SAFER website (http://safer.fmcsa.dot.gov/).

Federal filings are reviewed by Underwriting. Call Customer Service at 1-877-468-3466 with questions about issuing a filing.

#### Down Payment Requirement for Policies with a Filing

All policies with any type of filing require a 20% down payment made by certified check, cashier's check, or money order.

**Note:** If the policy is in cancel status for non-payment, two payments are due to rescind cancellation.

# **Transaction Guidelines**

# **Binding New Policies**

All applications are required to be submitted within 48 hours of the policy effective date.

The application is bound as of the date on the application or the request for endorsement provided:

- The application and all other required forms are filled out completely and signed by the applicant.
- The required down payment accompanies the application.
- The risk meets acceptability guidelines.

Note: See the **Underwriting** section regarding risks that require prior approval.

Agents do not have authority to issue policies, endorsements, or cancel notices or to permit a solicitor to bind coverage. Backdating is unacceptable.

#### Misrepresentation of Risk

Misrepresentation of a risk is insurance fraud. Each applicant has the responsibility and obligation to complete an application for insurance truthfully and to inform National General of any and all changes during the policy period. Failure to do so could result in the denial of a claim.

Agents are responsible for helping the applicant fully disclose all material facts. To avoid possible misrepresentation and to ensure the accuracy of quoted premiums:

- Ask the applicant all questions on the application concerning business use, prior vehicle damage, past insurance fraud, and felonies. Ensure the applicant understands and answers all questions.
- Inform the applicant that National General uses MVRs, Comprehensive Loss Underwriting Exchange (CLUE), credit reports, and other available reports to assist in verifying information and rating the policy.
- Inform the applicant that all losses and accident activity both at-fault and not-at-fault are required to be disclosed.
- Verify the vehicles or drivers are an acceptable risk.
   Note: See the <u>Unacceptable Risks</u> section regarding unacceptable business/occupation types, vehicle types, and drivers.
- Verify that all residents of the household and employees of the business who are of eligible driving age or permit age (whether the residents drive or not) and all drivers who regularly drive the insured vehicles are listed and rated on the application.
- Verify the garaging address of all vehicles.
- Verify that vehicle use matches the described business description.

# **Financial Responsibility Score**

A customer's Financial Responsibility score is used in developing the premium for non-Fleet policies. Fleet risks do not require a Financial Responsibility score.

An applicant may choose not to use the Financial Responsibility score in the rating of the risk, but the returned rate will be the highest rate based on the information provided.

To obtain the Financial Responsibility score, enter the person's full name, home address (not the business address, if different), and Social Security number, if provided.

**Note:** Customers have the right not to provide Social Security numbers; however, it could negatively affect the results of the search and affect the premium.

- For an individual/sole proprietor, use the primary named insured.
- For a partnership or corporation, use the name of the person responsible for the daily operations of the concern.
  - For a partnership, the managing partner is typically the person to use.
  - For a corporation, the president or CEO is usually the person to use.

# **Hazardous Weather Binding Restrictions**

When a hurricane, tropical storm, tornado, hailstorm, or flood occurs, or a warning is placed in effect, **DO NOT BIND** any new physical damage coverage. Physical damage coverage can be added when the moratorium or warning is lifted.

When binding coverage within 48 hours after a warning or moratorium has been lifted, agents are required to inspect the vehicle before binding physical damage coverage. Note the application that an inspection was completed.

#### **New Business**

Liability only policies can be bound.

#### **Endorsements**

**DO NOT** bind the following types of endorsements:

- Do not add or replace a vehicle with physical damage coverage.
- Do not add physical damage coverage to an existing liability only vehicle.
- Do not increase physical damage coverage on an existing vehicle.
- Do not lower a physical damage deductible for an existing vehicle.

All other types of endorsements can be bound.

#### Reinstatements

Liability only policies are eligible for reinstatement.

#### **Endorsements**

Submit endorsement requests using the agency policy system.

Premium adjustments resulting from changes to the policy are made at the time of endorsement or incorporated into future installment bills. If all installment payments have been received, premium adjustments are billed or credited directly to the insured.

National General reviews certain types of endorsements, and additional information may be requested due to the transaction being performed.

#### Renewals

A renewal offer is sent to the named insured prior to the policy expiration date according to statutory requirements. The insured must pay all balances due before money received can be applied to the renewal.

#### Cancellations

Cancellation dates are extended to meet any statutory requirements.

#### Flat Cancellations

Flat cancellations after policy inception are permitted only for one of the following reasons:

- National General is notified within 30 days of the policy effective date there is duplicate
  coverage on the vehicles equal to or greater than the National General policy. A copy of the
  Declarations Page from the other policy and the named insured's written request is required to
  be submitted.
- The named insured did not take possession of the vehicle during a vehicle purchase and there are no other vehicles listed on the policy. The named insured must request the cancellation.

A Cancellation fee is not charged for a flat cancellation.

#### **Insured Requested**

Insured requested cancellations are calculated on a pro rate basis and are reduced by a Cancellation fee. This fee is fully earned and no commission is paid on fee. This fee requires the equity date to adjust by the amount of the fee throughout the policy period.

A written request from the named insured **or** receipt of the named insured's copy of the National General Declarations Page is required. The cancellation effective date may not be earlier than the date National General receives the cancellation request.

When Claims declares a vehicle is a total loss and National General retains the salvage vehicle the vehicle is deleted from the policy the day after the loss. If the total loss vehicle is the only vehicle on the policy, a letter is sent to the insured requesting either replacement vehicle information or cancellation information.

- Policies with state and federal filings are canceled 35 days after receipt of the request.
- Flat cancels are permitted if proof of other insurance is received within 30 days of the policy
  effective date.

Provided contact information is on file, additional insureds and loss payees are advised of the cancellation.

# **Company Requested**

#### **Cancellation for Underwriting Reasons**

National General may cancel a policy pro rata for underwriting reasons within 60 days of the policy inception date.

#### **Cancellation for Non-Payment**

In the event of non-payment, National General adheres to the following process:

- The National General policy becomes null and void if the initial down payment is non-sufficient or dishonored.
- A notice of cancellation is sent to the insured, agent, and any loss payee or additional interest whose contact information is on file if payment for a billed installment is not received by the due date.
- The cancellation does not take effect and the policy remains in-force if payment is received before the cancellation effective date.
- The cancellation takes effect if the payment is received on or after the cancellation effective date. Cancellations for non-payment of premium are calculated pro rata plus a cancel fee.

# **Premium Finance Requested**

Cancellations requested by a premium finance company are calculated on a pro rata basis.

#### Reinstatements

Policies may be eligible for reinstatement for up to 30 days of a cancellation or expiration date. Policies may be eligible for reinstatement with or without a lapse depending on the number of days since the expiration or cancellation.

Criteria required to reinstate a policy includes a statement of no loss, satisfactory payment, and outstanding proof documentation, if applicable. A 6-month policy that has previously canceled two times or a 12-month policy that has previously canceled three times is not eligible for reinstatement.

New business policies canceling due to non-sufficient funds may not be eligible for reinstatement. Agents can rewrite these policies if the insured meets current guidelines and satisfies any outstanding balance. In such cases, the rate may change.

# Agent of Record (AOR)

#### **New Business**

Insureds and agents are best served by honoring the Agent of Record (AOR) at the point when a new business policy is bound — not at the initiation of a quote. Therefore, quotes are issued to all agents who request a quote. However, non-discretionary rating elements are matched to the first received quote.

#### **Renewal Business**

Insureds and agents are best served by renewing existing policies with the agent who produced the policy; therefore, changing the AOR is not encouraged.

- When an insured insists on a new AOR, changing the AOR requires receipt of a request signed by the insured a minimum of 15 days prior to the renewal effective date.
- All requests to change the AOR have a 10-day rescission period in which the incumbent agent has the opportunity to obtain a rescission letter signed by the named insured on the policy.
- AOR changes are effective at renewal; the AOR for a policy cannot be changed midterm.
- AOR letters submitted by retail agents who previously placed the business with National General through a wholesale agent are not accepted — unless the transfer is approved by the wholesale agent.

Policies written directly through National General **cannot** be transferred to an agency policy via an Agent of Record Change form. The policy is required to be written as a new business policy in the agent code and in a company in which the agent is licensed to write business.

# **MVR/Loss History Reports Chargeback Process**

At the close of each month, National General reviews all quotes that included an order of a Motor Vehicle Report (MVR) and/or Loss History Report. The total number of quotes with reports ordered is used to calculate the percentage of these policies that were bound.

This bound percentage is then compared to the agent's chargeback threshold. If the bound percentage is greater than or equal to the chargeback threshold, then no chargeback is applicable. If the bound percentage is less than the chargeback threshold, then agents are charged for all unbound MVRs and Loss History Reports during that specific month.

National General runs a comparison between the bound percentage and chargeback threshold 2 months in arrears. This ensures agents have time to bind any outstanding quotes with a report ordered. As an example, chargebacks on the commission statement in June are charged for reports ordered on unbound quotes in April.

The chargeback calculations are done at the state and product level. The agency's monthly commission statement reflects any MVR/Loss History Report chargebacks.

# Billing, Payments, and Fees

# **Billing**

All National General payment invoices are billed directly to the insured, **except** the down payment, which is required to accompany the application. Each invoice contains a schedule of remaining payments.

All refunds are mailed directly to the named insured at the address on the application or any change of address provided to National General in writing. If applicable, refunds are mailed to the premium finance company.

# **Policy Period**

Semi-annual and annual policies are offered and display in the system when available.

# **Outside Premium Financing**

Premium financing is acceptable for payment of policies.

# **Payments**

When an agent accepts an insured's check, it should be made payable to National General or the agency. If an insured's check is made payable to National General, the check should be endorsed to the agency account by signing or stamping the check and indicating "For Deposit Only."

**Note:** Agents are not to retain commission from premium collected from insureds.

Acceptable methods of payment are:

 Down Payment — VISA, MasterCard, Discover, and American Express credit card or debit card, agent sweep, or electronic check

**Note:** Risks requiring any state or federal filing must pay the initial payment with certified check, cashier's check, or money order.

- Installment Payment VISA, MasterCard, Discover, and American Express credit card or debit card, agent sweep, or electronic check
- EFT/Auto Pay VISA, MasterCard, Discover, or American Express credit card, checking account, or savings account.

# **EFT/Auto Pay**

If the EFT/Auto Pay payment method is available, an insured may complete a National General EFT/Auto Pay Authorization Agreement at new business or at renewal and choose to have monthly installments electronically withdrawn from:

- A personal checking or savings account or
- Credit card or debit card.

**Note:** The EFT/Auto Pay discount is not available with the credit card or debit card payment method.

National General provides the named insured a schedule of EFT/Auto Pay transactions.

If a change occurs on the policy resulting in a premium change, a revised statement is issued in advance confirming the new amount to be drafted. Agents should notify insureds that National General continues drafting based on the current draft schedule until the revised statement is issued.

Requests to change account information or draft dates are required to be received by National General at least 10 business days prior to the next draft. Requests to stop EFT/Auto Pay are required to be received by National General at least 3 business days prior to the next draft date. For account information changes, a new EFT/Auto Pay Authorization Agreement is required.

Renewal down payments draft automatically from the named insured's account — unless a written request to stop the draft is received.

#### **Fees**

All fees are fully earned in the event of cancellation.

# **Acquisition Expense**

A \$15 – \$25 fee is charged per policy term to cover the cost of acquiring, setting up, and renewing a **Non-Fleet** policy.

A \$60 – \$100 fee is charged per policy term to cover the cost of acquiring, setting up, and renewing a **Fleet** policy.

Note: The amount is based on tier.

#### **Additional Insured**

A \$25 fee is charged per filing for each additional insured at both new business and renewal.

Note: \$250 maximum per policy term.

#### Additional Insured — Blanket

A \$500 blanket fee is charged per policy term for a Non-Fleet policy.

A \$1,000 blanket fee is charged per policy term for a **Fleet** policy.

# Additional Insured — Contractual Liability

A \$25 fee is charged per filing for each additional insured at both new business and renewal.

Note: \$250 maximum per policy.

#### Convenience

A \$5 fee is charged to process payments taken over the phone by a Customer Service Representative.

#### Federal Filings (BMC 91)

A \$75 fee is charged for per filing at both new business and renewal.

#### Installment

A fee is included in each installment payment and in renewal down payments. The amount of the fee is based on the payment method and number of payments. The installment fee is not included in new business down payments.

- A \$3 fee is charged for an EFT/Auto Pay from a checking/savings account.
- A \$10 fee is charged for an EFT/Auto Pay from a credit card/debit card.
- A \$10 fee is charged for All Other.

#### Late Payment

A \$10 fee is charged when a payment is not received by the due date.

#### Non-Sufficient Funds

A \$35 fee is charged for all returned checks that were not honored by the bank.

#### Reinstatement

A \$20 fee is charged per reinstatement/reissue with a lapse.

# Reinstatement with Federal Filing

A \$95 fee is charged per reinstatement/reissue with a lapse requiring a federal filing.

# **SR-22 Financial Responsibility Filing**

A \$50 fee is charged per filing at new business.

A \$25 fee is charged per filing at renewal.

# State Filings (Forms E & H, PUC, DOT)

A \$50 fee is charged per filing at both new business and renewal.

#### **UIIA**

A \$75 fee is charged per filing at both new business and renewal.

# **Waiver of Subrogation**

A \$25 fee is charged per filing at both new business and renewal.

Note: \$250 maximum per policy term.

# Waiver of Subrogation — Blanket

A \$500 fee is charged per policy term for Non-Fleet policies.

A \$1,000 fee is charged per policy term for **Fleet** policies.

# **Document Retention and Review Requirements**

Maintaining complete and accurate records on all insurance transactions conducted on behalf of National General is vital.

When agents complete a sale or policy endorsement, an agency To Do prints a list of documents required to be submitted to National General or to be retained in the customer file. These documents, whether paper or electronic form, should be retained for at least 5 years from the policy expiration date (or if coverage was never bound, from the date on which the quote was rejected). If state law requires such documents be retained longer than 5 years, comply with the state requirement.

All agency records pertaining to the business of National General are open for evaluation and inspection during routine reviews. Upon request, agents are required to present specific documentation. Failure to provide the documentation within the allotted time period results in a failed review.

# **Uploading Policy Documents**

When a Policy To Do requires documentation be submitted to National General, uploading documents through the agency policy system is the fastest and easiest way to ensure immediate receipt of policy documents.

#### Go Paperless

Paperless document delivery provides the insured immediate access to Declarations Pages, Policy Booklets, endorsements, renewals, and other documents. This adds value to the customer and reduces calls to agents.

**Note:** The insured continues to receive printed invoices and cancellation notices delivered by the United States Postal Service.

The only requirement for an insured to Go Paperless is a valid email address.

Insureds choosing to Go Paperless receive a welcome email advising them to register for online Self-Service.

# **Electronic Signature (eSignature)**

Agents are responsible for obtaining the signature on all documents that require a signature — regardless of the signature option selected by the insured. In the event the insured does not eSign documents, agents are required to obtain handwritten signatures on the printed documents and retain those documents in the customer file.

New business customers can choose to electronically sign (eSign) Point of Sale (POS) policy documents that require a signature — eliminating the need to obtain a handwritten signature.

The following eSignature options are available:

- Agent Vendor eSignature
- Customer Self Service
- Unique URL/PIN Authentication.

**Note:** The eSignature options are only available for new business point of sale documents requiring a signature. The eSignature options are not available for signature documents generated by endorsements or renewals.

# Agent Vendor eSignature

New business customers can choose to sign POS policy documents electronically via the agency's eSignature vendor. (Contact the agency's Marketing Representative for a list of eSignature vendors accepted by National General).

#### **Customer Self-Service**

When a new business customer is on the phone or is in the agency with more than one named insured listed on the policy, a valid email address is required to choose eSignature.

The system automatically uses the Customer Self-Service method when there is more than one named insured listed on the policy. When the policy is bound, the insured and co-named insured (if applicable) receive an email advising them to:

- Register for a self-service account and
- Review and eSign the documents.

**Note:** Registration is a one-time process required for the insured to set up his/her ID and password for future access to policy information.

When an insured does not eSign the documents within 3 days of receiving the email, the New Business Packet is printed and mailed via the United States Postal Service using the address on the policy. Failure to submit the requested information to National General could result in an increase in policy premium or cancellation of the policy.

# **Unique URL/PIN Authentication**

In addition to creating a self-service account, the insured also has the ability to eSign new business policy documents using a unique URL and PIN. A valid email address must be entered during the quote process on either the Named Insured screen or the Wrap Up screen. To receive eSignature text messages, the insured must provide a valid cell phone number.

When the policy is bound, the insured receives an email from service@ngic.com and/or a text message providing a unique URL and 4-digit PIN required to eSign policy documents. To complete the eSignature process, the insured must click the Sign button within the email and/or text body.

When an insured does not eSign the documents within 3 days of receiving the email and/or text, the New Business Policy Packet is printed and mailed via the United States Postal Service using the address on the policy. Failure to submit the requested signature documents to National General could result in an increase in policy premium or cancellation of the policy.