

# **OLD AMERICAN INDEMNITY COMPANY**

**Payment Plan Options Guide** 

**Effective Date:** 

**April 1, 2025** 

# **Six Month Policy Plan**

The six-month policy plan is offered either as a pay-in-full or with installments.

1. For pay-in-full, remit full payment plus a \$25.00 policy fee with the application.

## 2. Installment plans:

Billing Plans****	Down Payment	Earned Policy Fee	Number of Installments	Earned Installment Fee	Electronic Payment Fee	1st Installment Due	Remaining Installments
6-Month Direct Bill	20%	\$25	5	\$7*	\$3	25 days from inception	Monthly
6-Month Direct Bill	25%	\$25	5	\$7*	\$3	1 month from inception	Monthly
6-Month Direct Bill	25%	\$25	4	\$7*	\$3	1 month from inception	Monthly

SR22 Billing Plans	Down Payment	Earned Policy Fee	Number of Installments	Earned Installment Fee	Electronic Payment Fee	1st Installment Due	Remaining Installments
6-Month Direct Bill	100%	\$25			\$3		Monthly
6-Month Direct Bill	50%	\$25	5	\$7*	\$3	1 month from inception	Monthly

<sup>\*</sup> InsureScan MGA reserves the right to restrict, without notice, any of the above-listed payment plans at the company's discretion.

The **6-Month Direct Bill Auto Pay Only** Plan requires a credit card or checking account for the establishment of recurring automatic withdrawals. Payments on any other billing plan can be made electronically via www.insurescan.com.

- (A) Remit or process the selected down payment of the gross premium, plus the corresponding \$25.00 earned policy fee with the application.
- (B) The insured will be direct billed the balance according to the selected billing plan.
- (C) If a policy is reinstated, a Reinstatement Fee of \$10.00 is applied.

#### **Prior Balances**

Any Prior Balances will be applied to any policy where the customer has a prior balance with InsureScan MGA of \$15 or greater. Applies to all coverages.

# Six-Month Installment Procedures

- 1. Installment payment notices will be sent to the insured and the agent at least fifteen (15) days prior to the installment due date. Each installment notice will include a earned installment fee.
- 2. Individual payments submitted should have a separate check or money order attached to each payment notice. Online installment payments must be processed in the agency when received.
- 3. Payments received in the agent's office after the expiration date must include the date and time the payment was received by the agent, provided the payment was acceptable. If the date and time the payment was received is not submitted, the policy may be reinstated on the date following the Post Office postmark on the envelope with a lapse in coverage unless prior approval is received from InsureScan MGA. LLC.
- 4. Premium payments mailed directly by the insured to the InsureScan MGA, LLC. on expired policies may be reinstated on the date following the Post Office postmark on the envelope provided the payment is acceptable.
- 5. Policies expired over seven (7) days **must be rewritten**.
- 6. A \$10.00 Late Fee applies to all payments postmarked on, or after the Payment Due Date.

If the insured's check or electronic payment for the down payment is returned by the bank for any reason, the policy will be considered null and void. The first installment is due approximately twenty five (25) days from inception date. A seven (\$7) dollar installment fee will be assessed on each monthly billing. A three (\$3) dollar electronic payment fee will be assessed on each monthly billing if the premium payment is paid electronically. Additional premiums due from uprates or endorsements will be indicated on the billing notice.

#### **Endorsements**

- 1. Complete the Online Endorsement and submit all required support documentation or submit a completed endorsement request form with required support documentation for any changes to an existing policy.
- 2. Endorsement Amount to be Paid: Process endorsement online to get amount due for endorsement submitted.
- 3. Any endorsement processed by an InsureScan representative that cannot be completed online or by the agent incurs a fee of \$10.

#### **Renewal Procedures**

- 1. A renewal payment notice will be sent to the insured and the agent at least thirty (30) days prior to the expiration of the policy and will include a \$25.00 earned policy fee according to the billing plan previously selected.
- Individual renewal payments submitted should have a separate check or money order attached to each payment notice. Online renewal payments must be processed in the agency when received.
- 3. Renewal payments that are received in the agent's office after the expiration date of the previous policy term must include the date and time the renewal payment was received by the agent, provided the payment was acceptable. If the date and time the renewal payment was received is not submitted, the policy will become effective on the date following the Post Office postmark on the envelope with a lapse in coverage unless prior approval is received from InsureScan MGA, LLC.
- 4. Renewal payments mailed directly by the insured to InsureScan MGA on expired policies will become effective on the date following the Post Office postmark on the envelope provided the payment is acceptable.
- 5. Policies expired over seven (7) days **must be rewritten**.



# **OLD AMERICAN INDEMNITY COMPANY**

**Private Passenger Automobile Program** 

# Agent's Manual

# **SOUTH CAROLINA**

January 2025

# Old American Indemnity Company PRIVATE PASSENGER AUTOMOBILE PROGRAM

# **SOUTH CAROLINA AGENT'S MANUAL**

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# **GENERAL INFORMATION**

#### **AVAILABLE COVERAGES**

## **Bodily Injury and Property Damage Liability**

Bodily Injury and Property Damage liability must be written for all vehicles on the policy at the same limit of liability for each vehicle. The Property Damage liability limit may not exceed the per person Bodily Injury liability limit. The following limits are available:

**BI Limit Option PD Limit Option** \$25,000/\$50,000 \$25,000

## **Uninsured Motorists Coverage**

Uninsured Motorists coverage must be written for all vehicles on the policy at the same limit for each vehicle. The Uninsured Motorists limit cannot exceed the selected Bodily Injury and Property Damage limit. A \$200 deductible applies to Uninsured Motorists Property Damage losses. Rates include a \$2.00 annual fee for the South Carolina Uninsured Motorist Fund. The following limits are available:

UMBI Limit OptionUMPD Limit Option\$25,000/\$50,000\$25,000

## **Underinsured Motorists Coverage**

Underinsured Motorists coverage is an optional coverage. If selected, Underinsured Motorist coverage must be written for all vehicles on the policy at the same limit. The Underinsured Motorists limit cannot exceed the selected Bodily Injury and Property Damage limit. A \$200 deductible applies to Underinsured Motorists Property Damage losses. The following limits are available:

UIMBI Limit Option \$25,000/\$50,000 \$25,000

## **Medical Payments Coverage**

Medical Payments (MP) is an optional coverage. If selected, Medical Payments coverage must be written for all vehicles on the policy at the same limit. The following limits are available:

\$500 \$1,000 \$2,000.

#### **Physical Damage Coverage**

Physical damage coverage cannot be written without statutory liability coverage. Collision and Comprehensive coverages, when selected, must be written together on the same vehicle.

<b>COLL Deductible Options</b>	<b>COMP Deductible Options</b>
\$100	\$100
\$250	\$250
\$500	\$500
\$1000	\$1000

# **Towing Coverage**

Towing coverage may be written only when Collision and Comprehensive coverages are selected. If selected, Towing coverage must be written for all vehicles with physical damage coverage. Loss of Use limits are \$50 OR \$75 per disablement.

#### **Rental Car Coverage Endorsement**

In consideration of an additional premium charge, Rental Reimbursement is extended to a vehicle rented as a substitute for your covered auto which is out of service due to a covered accident or loss.

# **BINDING AUTHORITY**

Binding applies to new business applications provided the application meets the published underwriting guidelines and is submitted without omissions and with the required downpayment. Binding applies to endorsements provided any endorsement request is completed and submitted with the required downpayment. If an additional premium endorsement is submitted without acceptable downpayment, binding becomes effective upon company issuance.

Any application or endorsement submitted which does not meet the specified underwriting guidelines outlined in this manual, or submitted with omissions or without the required downpayment will not be bound unless the Company chooses to accept the risk.

If your Producer Agreement grants Binding Authority, binding is granted from the effective date and time of the application, including Saturdays, Sundays and legal holidays. Unless the application or endorsement has been uploaded within three (3) days of the date signed by the applicant or the agent (in the case of endorsements that do not require an applicant's signature), coverage will be bound effective 12:01 AM Standard Time on the date after the application is uploaded.

## **CLAIMS**

Agents must immediately notify the Company of all losses reported by insureds or claimants. Immediate notification of all liability losses helps reduce damages. All losses should be reported directly to our Claims Department between the hours of 9:00 a.m. and 5:00 p.m. Central Time at the number listed below:

(334)466-8023

All Claims correspondence should be addressed to: InsureScan MGA LLC.

P.O. Box 3005 Auburn, Alabama 36831

# **FEES**

SR-22 Fee	A \$25.00 Filing Fee is required on all SR-22 filings.
Installment fee	A \$7.00 installment fee is applicable to each installment on a direct bill pay plan.
Electronic Payment Fee	A \$3.00 installment fee is applicable to each installment on an electronic withdrawal plan.
Late Fee	A \$10.00 Late Fee is charged if the minimum payment is postmarked after the due date.
Reinstatement Fee	A \$10.00 Reinstatement Fee is applied if the company agrees to reinstate a policy after the cancellation effective date.
Endorsement Fee	Any endorsement processed by an InsureScan representative that cannot be completed online or by the agent incurs a fee of \$10.
NSF Fee	A \$25.00 Insufficient Funds Fee is taken for all checks returned to the company as uncollectable, regardless of reason for payment denial.
Policy Fee	A \$25.00 Earned Policy Fee will be applied to each policy issued.

#### DOWNPAYMENT OPTIONS

Low down payments are available on 6-month policy terms. See the Policy Payment Guide.

Please remember if a policy terminates for nonpayment of premium as a result of an additional premium endorsement, the apportioned agent commission is charged back. Collecting adequate additional premium could save the agent from losing commission income on premium that would otherwise have been earned.

# **POLICY PERIOD**

Policies are written for six (6) month terms. Policies are not continuous and will renew only upon payment of renewal premium before the expiration date.

# SUPPLIES AND AGENCY CHANGES

Company forms, unless otherwise noted, may be **photocopied** for use. Any additional supply requests should be directed to Insurescan MGA's website at <a href="https://www.InsureScan.com">www.InsureScan.com</a> or your Territory Manager. Please notify the Marketing Department of any address, telephone, facsimile, agent or ownership changes promptly. Please remember that the Producer Agreement between the Agency and InsureScan MGA LLC is not automatically transferred or extended upon agency sale or merger. Notification of changes to the Marketing Department will help ensure continuation of binding authority.

# **WEATHER RESTRICTIONS**

Binding authority is strictly withdrawn:

- 1. When the National Weather Service issues a hurricane, tornado, flood, or other similar natural disaster "watch" or "warning" within 100 miles of the location of the proposed risk; and,
- 2. For the 72 hour period following the National Weather Service lift of a hurricane or tornado "watch" or "warning" unless each automobile for which physical damage coverage is to be bound is personally inspected by the producer and all vehicles are found to be in operable condition, with no existing damage. Comprehensive photos of the vehicle must be provided at the time the application is submitted (left-front and right-rear angles).

# **GENERAL PROCEDURES**

## **APPLICATIONS**

All applications must be uploaded. All applications must be completed in full without omissions and signed by the applicant. The signature must be witnessed by an authorized producer, as evidenced by the producer's signature on the application in order to secure bound coverage.

Copies of vehicle registrations and driver licenses are recommended to be submitted with all mailed or faxed applications.

All vehicles must be inspected by the agent at the time coverage is bound. Agents may not bind coverage for vehicles with existing damage, other than normal wear and tear that is disclosed on the application, unless authorized by underwriting.

Photos must be taken of all vehicles requesting physical damage coverage. Please take photos from the vehicle's rear/left side angle and the front/right side angle. Photos must be submitted along with all applications delivered by U.S. mail. For uploaded applications, please upload the photo in the Insurescan MGA policy administration system.

#### **BUSINESS USE**

Vehicles used in sales or service occupations are considered business use. A vehicle surcharge applies. Any regular use of a vehicle by the insured in the course of their work or occupation constitutes business use and must be declared and rated as such. Examples of acceptable Business Use include vehicles used by insurance agents, doctors, accountants, or other professionals visiting multiple locations. Vehicles classified as business use may not have any logos or commercial advertisements affixed temporarily or permanently to the vehicle.

Business Use- Convert all classes except: MM18, MM19, MM21, MM23, MF18, MF19, MF21, SM18, SM19, SM21, SM23, SF18, SF19, SF21 or SF23 to Class 3.

## **CANCELLATIONS**

#### **Flat Cancellations**

Insured requests for flat cancellations are not allowed unless:

- 1. The company is provided evidence of duplicate, concurrent coverage in the form of a company-generated declaration page, or
- 2. request for flat cancellation is received prior to the policy effective date, or
- 3. within 5 (five) business days of the policy effective date, proof is provided that the insured never took ownership of the vehicle

#### NSF Checks received with New Business Applications:

If any insured passes an insufficient fund check on the original new business application, the company will provide a flat cancellation. A copy of the NSF check is required. Cancellation notices will be sent to the insured, loss payee and agent when the policy is cancelled flat due to a NSF check to the producer or company. Coverage will not be reinstated; rather, a new application must be submitted with certified funds, including the insufficient funds charge.

# **NSF Checks received with Installment Payments:**

On subsequent premium payments, if an insured submits an insufficient funds check to the producer or company, a legal notice of cancellation for nonpayment of premium will be generated. If the policy was pending cancellation at the time the (NSF) payment was applied, the policy will cancel back to the pending cancellation date.

#### **Total Losses**

The Company will not automatically cancel a policy as a result of a reported total loss. Cancellation of the policy or of policy coverages must be requested by, and signed for by the insured.

#### **Insured-Elected Cancellations**

Insured request cancellations will be processed using the pro-rata method and then reduced by the Cancellation Fee.

## **Company-Elected Cancellations**

Company elected cancellations will be processed using the pro-rata method.

# **Nonpayment Cancellation**

Direct Bill policies cancel for nonpayment of premium based upon an equity date; no grace periods are provided outside of equity date cancellation. A "Notice of Nonpayment Cancellation" is generated to the insured a minimum of 15 days before a policy is to terminate for nonpayment of premium. Equity cancellations cannot be postponed. Only a payment will rescind an equity cancellation. If a Nonpayment Cancellation Notice has been sent to the insured, payment of the amount due before the cancellation date will automatically extend the policy equity date and bring the policy back into current installment status. Invoices, policy declarations and termination notices are mailed directly to the named insured at the last known address on file with the company.

# **DIRECT BILL PROCEDURES**

# **Payment Options**

Full payment or required downpayments with monthly installments are acceptable. An insured that chooses a monthly payment plan will be given the choice at each billing to pay the remaining policy premium in full and avoid further installment fees.

# Installment Invoicing

The first installment payment will be due as early as 25 days from the policy effective date. Subsequent installment payments will be due every 30 days. Regularly scheduled invoices will be mailed at least 25 days before the installment premium is due the company. An installment charge is added to each installment at the time of billing.

#### **New Business**

New business down payments must be submitted via EFT. Gross premium must be submitted with the application. Any shortages in down payment resulting from misrate or uprate will be invoiced to the insured separately or added into the next scheduled installment, depending upon the billing date. The balance of any uprate or misrate will be distributed over the remaining installments.

#### **Endorsements**

Payments of any additional premium resulting from a policy change must be included with the endorsement request if binding coverage. The balance of additional endorsement premium will be distributed over the remaining installments. Return premiums owed by an insured are first applied to any policy balance, including fees, with the remaining payments reduced by such amount. Refunds over the policy balance will be returned directly to the insured following the termination of coverage as required by law.

#### Renewals

If the company offers a renewal, the renewal Declarations Page will be mailed to the insured at least 45 days prior to the expiration date of the current term. An invoice will be mailed to the insured 45 days prior to the renewal effective date. The minimum renewal downpayment premium must be paid before the expiration date of the policy, as witnessed by US postmark. If not received by the company, an ADVICE notice is sent to the agent and loss payee noting the renewal was not taken.

# **DRIVERS**

InsureScan MGA requires a 36-month verifiable driving record. If any experienced driver is newly licensed in South Carolina, please provide the driver's prior state's license number. We will order driving history from multiple states to ensure a 36-month history.

#### **Driver Exclusions**

You may exclude the following drivers from the policy if:

- a. The driver's license of the excluded person has been turned in to the Department of Motor Vehicles, or
- b. An appropriate policy of liability insurance or other security as many be authorized by law has been properly executed in the name of the person to be excluded.

The named insured must sign the Driver Exclusion Form. Driver exclusions apply to all subsequent renewals unless the Company is notified in writing to remove the excluded driver. No more than 2 drivers may be excluded on any policy. You may not exclude a Named Insured or drivers with a SR-22 from the policy.

NOTE: ANY PERSON HOLDING A VALID LICENSE OR LEARNER'S PERMIT, RESIDING IN THE INSURED HOUSEHOLD OR RESIDING ELSEWHERE BUT WITH REGULAR USE OF AN INSURED VEHICLE, MUST BE LISTED ON THE APPLICATION AND RATED AS AN OPERATOR ON THE POLICY, OR OTHERWISE MUST BE EXCLUDED.

FAILURE TO DISCLOSE, EITHER BY MEANS OF RATING OR EXCLUSION, ANY LICENSED RESIDENT OR PERSON WITH REGULAR USE OF AN INSURED VEHICLE WILL SUBJECT THE INSURED TO DENIAL OF 1<sup>ST</sup> PARTY LOSSES AS WELL AS SUBROGATION ACTION AGAINST THEM FOR ANY CLAIMS THAT MAY BE PAID TO 3<sup>RD</sup> PARTIES, AS MAY BE REQUIRED BY LAW.

# POLICY CHANGES/ENDORSEMENTS

The Named Insured may be removed from the policy in the following cases:

- a. Death InsureScan MGA requires a death certificate to remove the named insured; if the surviving spouse is not already listed as a Named Insured, the policy should, at the same time, be endorsed to reflect this change. Named Insureds may not be changed to estates, trusts, executors or other heirs. In these cases, policies should be rewritten to a company accepting such exposures.
- b. Divorce only when the Named Insured being removed willingly signs a request to remove him/herself may the policy be endorsed for this change. Otherwise, the spouse wishing to remain sole Named Insured should have a new policy written in his/her name, removing him or herself from the original policy.

All changes to the policy resulting in a reduction in coverage or deletion of a vehicle require the insured's original signature, with original signature copies sent to the company for processing and legal storage. When adding a driver and a vehicle, if not a spouse or a youthful operator, we require proof that the vehicle is registered to the Named Insured.

When changing a vehicle, no increase in coverage applies until you have notified our office and paid any additional premium due. If the replacement vehicle is unacceptable and the original vehicle was covered for liability only we will only cover the replacement vehicle for liability. If applicable, a 7-point unacceptable vehicle surcharge will be applied. In all cases, the file will be set for non-renewal.

Any request to delete a driver who no longer resides in the insured household must have the original signature of the named insured. Deleting a Named Insured requires that person's original signature. A completed driver exclusion form is required to delete a spouse or a driver who remains a resident of the named insured's household.

# **Special Provisions for Unacceptable Exposures**

- a. If an insured or insured vehicle is relocated outside of South Carolina during the policy term, the policy may be surcharged, non-renewed or canceled.
- b. If an insured adds an unacceptable vehicle or increases the risk exposure in a manner that would have rendered the risk unacceptable for new business or renewal, the policy may be surcharged seven (7) points, cancelled or non-renewed.

# FINANCIAL RESPONSIBILITY FILINGS

SR22 Filings will be accepted subject to the following conditions:

- 1. All vehicles owned by the named insured must be insured through InsureScan MGA.
- 2. The person requiring the filing may not be excluded from coverage.
- 3. A non-refundable \$25.00 fee is included in the down payment.

#### PREMIUM FINANCING

No other premium finance alternatives are available,

#### REINSTATEMENTS

Once a policy has been cancelled, it may be reinstated online with a lapse in coverage from 0-30 days from cancellation. Note: policies with an SR22 filing cannot be reinstated with a lapse and must be resubmitted as a new application.

Reinstatement of non-pay cancellations will occur only upon receipt by the Company of the full premiums due the Company, including applicable fees and meeting any underwriting requirements. "Receipt" is deemed to be receipt of verified legal tender of all monies owed. Payment to the agent is not acceptable as payment to the Company once a cancellation is in effect.

# **UNDERWRITING GUIDES**

#### **UNACCEPTABLE RISKS**

This Underwriting Guide attempts to identify most unacceptable risks for this program. Certain risk characteristics, in combination with others, may be deemed by the company as unacceptable whether listed in the manual or not.

#### \*\*\* DO NOT BIND \*\*\*

#### **UNACCEPTABLE OPERATORS**

- 1. Vehicles identified as unacceptable in VIN File
- 2. Any driver whose license is **permanently** suspended, canceled or revoked.
- 3. Any Named Insured under the age of 18
- 4. Any operator with daylight, to/from school, business, or to/from medical driving restrictions.
- 5. Insureds residing outside of South Carolina, permanently, or temporarily for 60 days or more in a calendar year.
- 6. Military risks not stationed in South Carolina.
- 7. Any operator with more than 12 points.

#### **UNACCEPTABLE VEHICLES**

- 1. Vehicles not registered for public road use
- 2. Vehicles not registered and/or garaged in the state of South Carolina
- 3. Vehicles not garaged at the insured's South Carolina residence at least 10 months of the calendar year
- 4. Vehicles titled and/or registered in the name of a business, corporation, partnership or proprietorship
- 5. Vehicles used to transport persons for a fee (other than customary car pooling or similar shared-ride arrangements)
- 6. Vehicles used to transport school children, nursery children, senior citizen groups, or other social groups, migrant or day workers
- 7. Vehicles used to transport hotel, motel, or public access residence occupants
- 8. Grey Market vehicles: those vehicles not originally manufactured to meet US vehicle specifications
- 9. Vehicles used for any kind of delivery purposes, emergency vehicles and vehicles used for commercial purposes
- 10. Vehicles with less than or more than 4 wheels; any four-wheel vehicle in excess of 1 ton
- 11. Dune buggies, dragsters, cars used for racing, modified vehicles, kit cars or vehicles with altered suspension
- 12. Vehicles over 30 years old.
- 13. Physical Damage coverage on vehicles with a MSRP > \$45,000.
- 14. Physical Damage coverage is not eligible for vehicles over 20 model years old
- 15. Any all-terrain vehicles, panel trucks, campers, and RV-type vehicles or trailers
- 16. Those vehicles identified as unacceptable in this manual
- 17. More than one (1) business use vehicle on the policy
- 18. More than one (1) vehicle without an assigned driver
- 19. Vehicles with a Depreciated Value greater than \$45,000 are unacceptable for Physical Damage.

  The depreciated value is determined by the MSRP and a depreciation factor based on the vehicle age (Effective Year Model Year of Vehicle).
- 20. Vehicles with a Depreciated Value greater than \$100,000 are unacceptable for Liability coverage.

**UNACCEPTABLE VEHICLES** 

Acura NSX Dodge Viper, Challenger, Charger Mercedes-Benz AMGs

Alfa Romeo Dusenburg Panoz Aston Martin Excalibur Pantera Ferrari Pinifarina Austin or Jensen Healey Avanti Ford Mustang (V8), Cobra Porsche Bentley Hummer Rolls Royce Berton XL/9 Shelby Cobra International Bradley Lamborghini Sterling Bricklin Lancia Stutz

BMW Z8 and BMW Z8 Alpina Limousine Tesla Citroen Lotus TVR Camero (V8), Corvette Maserati Yugo

Chrysler 300, 200 Maybach

Daewoo All Cars with Plastic, Aluminum, Fiberglass Bodies, or Kit Cars

An Unacceptable Operator/Vehicle Surcharge may be applied prior to cancellation if unacceptable operators or vehicles are bound or listed on policy.

Non-disclosure of driving records or loss history may lead to voiding for material misrepresentation or cancellation of the policy. The Company reserves the right to void or cancel any policy within the first 60 days for failure to disclose any accident or violation history. Failure to disclose, either by means of rating or exclusion, any licensed resident or person with regular use of an insured vehicle will subject the insured to denial of 1st party losses as well as subrogation action against them for any claims that may be paid to 3rd parties if payment is required by law.

# **UNDERWRITING EXPERIENCE REPORTS**

Motor Vehicle Reports are required for all licensed operators in the insured household for each risk. If an MVR order is returned to us from the state as "Unable to Locate Number", the policy will be set to cancel. Cancellation may be avoided if a valid MVR is completed prior to the policy cancellation date. To eliminate the chance of such cancellations, please provide a copy of drivers' licenses or a copy of the MVR at the time of application or driver additions.

Claim Activity Reports and Licensed Operator Checks are used to supplement and verify information provided on applications. It is important for the agent to advise his insureds to disclose all loss activity and licensed operators in his household to ensure there will not be the opportunity for coverage denial based on material misrepresentation, or coverage disqualification and cancellation.

# **RATING PROCEDURES**

Rates are determined by classifying risks by driver age, gender, marital status, licensing date, garaging zip code location and vehicle or risk surcharges and/or discounts. Driving record points, including both accidents and violations, are assigned from activity during the most recent 36-month period.

# **DEFINITIONS**

#### **Accidents**

All accidents, regardless of driver fault, must be declared on the application for insurance. Each accident is considered "AT FAULT" and will be counted in the point assessment unless satisfactory evidence is submitted with the application showing it to be one of the following "NOT AT FAULT" conditions:

- a. Vehicle was legally parked, or legally stopped for traffic or a signal
- b. Vehicle collided with a bird or animal on a public roadway
- c. Reimbursement from, or judgment against other party was obtained (providing insured's company made no payment on his behalf)
- d. The insured acted in his capacity as a law enforcement, fire fighter or emergency medical technician and was lawfully engaged in the performance of official duties, or driving an official vehicle and furnishing proof, in the form of copies of the employing agency's documents to the Company.

All comprehensive and non-chargeable incidents must be listed on the application. The number of non-chargeable incidents during the last 36 months is a determining factor in the applicants Underwriting Tier. Non-chargeables such as Comprehensive Claims over \$1,000, UM Claims, PIP Claims and Non-At-Fault Accidents are counted. To avoid rating discrepancies, all claims should be disclosed at the point of sale.

#### **Marital Status**

Married means legally married. Common law marriage will not be considered legally married for rating purposes and for assuming certain policy rights. Single means not legally married; cohabitation does not constitute legal marriage for purpose of rating risks and for assuming certain policy rights.

NOTE: IF INSUREDS MAINTAIN DIFFERENT SURNAMES, PROOF OF MARRIAGE IS REQUIRED AT THE TIME OF APPLICATION OR ENDORSEMENT. OTHERWISE, INSURED WILL BE RATED AS SINGLE PERSONS.

# **DISCOUNTS**

Discounts will be applied to each insured vehicle that qualifies as follows:

#### Prior Insurance / Transfer - 10%

To qualify as having "Prior Insurance", the insured must have:

- a. continuous coverage in a program that is not administered by InsureScan MGA.
- b. verifiable driving records for the past 36 months for all operators insured under the policy
- c. proof of prior insurance for the 6-month period immediately preceding the InsureScan MGA effective date in the form of a company-generated declaration page
- d. no more than a 30 day lapse in coverage between the former policy and the InsureScan MGA effective date

# Multi-Car - 20%

To qualify for the "Multi-Car" discount, the policy must have:

- a. more than one vehicle insured on the policy
- b. all vehicles must be registered to the named insured and/or spouse
- c. all vehicles must be insured under the same InsureScan MGA policy

#### Paid In Full Discount - 5%

A discount applies if 100% of the quoted policy premium and fees are paid at the point of sale.

#### Homeowner's Discount - 5%

A discount applies when the Named Insured provides proof that they own a home and live in the home. The Named Insured must be the legal homeowner. "Home" is defined as a single-family house, duplex, condominium, or townhouse. Proof of homeownership must accompany the application. Examples of acceptable proof include the title, tax bill, or the declarations page of a homeowner's insurance policy. Additional documentation may be required to verify that the home is an eligible structure.

#### **Defensive Driver Discount - 5%**

A discount will apply to all vehicles where the rated operator is age 25 or older and has successfully completed an Approved driver's education course by the South Carolina Department of Public Safety. The discount will remain in effect for three (3) years from the date of successful completion of the accident prevention course. The certificate must accompany the application. This discount does not apply if the insured is taking the course pursuant to a court or other government entity order resulting from a violation. The discount applies only once to each motor vehicle, regardless of the number of operators with course completion certificates.

#### **Youthful Operator Discount - 5%**

A discount will apply to all vehicles where the rated operator is under the age of 25 and has successfully completed a Motor Vehicle Accident Prevention course approved by the South Carolina Department of Public Safety. The discount will remain in effect for three (3) years from the date of successful completion of the accident prevention course. The certificate must accompany the application. This discount does not apply if the insured is taking the course pursuant to a court or other government entity order resulting from a violation. The discount applies only once to each motor vehicle, regardless of the number of operators with course completion certificates.

# Mature Driver Discount - 5%

A 5% discount will be applied to BI, PD, CP, and CL coverages for insured drivers who are 55 years or older and successfully complete an approved motor vehicle accident prevention course, receiving certification. The discount will remain in effect for three years from the date of course completion.

# Renewal Discount - 5%/10%/15%

Applies to policies at the renewal term that do not have a lapse in coverage in the current term at the time the renewal offer is generated, and had no claims during the preceding 12 month policy period.

# POINT DEVELOPMENT

For rating purposes, evaluate each operator's record for the past 36 months, using violation and accident occurrence date. Points are charged for each accident appearing on the MVR, developed on the application, previously reported to the company, or developed through other reporting agencies. When multiple charges arise from one occurrence involving both an accident and violation, all incidents will be rated.

The highest rated operator is rated on the highest rated vehicle. If there are more vehicles than operators, please inquire further for undisclosed operators. Coverage may be voided if licensed drivers in the household are not disclosed.

## **POINT SCHEDULE**

\*\* The Unacceptable Risk/Exposure surcharge will be applied only to those bound risks where underwriting evaluation, reports or inspections determine unacceptability to the InsureScan MGA program and where the additional risk exposure and/or volatility cannot be compensated for in InsureScan MGA's rate structure for acceptable risks. These unacceptable risks, once determined, will be surcharged and processed for cancellation or non-renewal as quickly as may be allowed under South Carolina law. The surcharge is meant only to compensate for the additional exposure during the coverage period up to cancellation or non-renewal, and is not an alternative to be applied in lieu of cancellation or non-renewal of the risk.

### **OPERATOR LICENSE SURCHARGES**

An **International/Foreign Driver's License Surcharge** will be applied to an operator who does not submit proof of a U.S. license. An International or Foreign License should be submitted with the application. All drivers with a valid driver's license issued by a government outside the United States will be rated with nine (9) points. A copy of their valid driver's license must be submitted along with the application. International ID's are not accepted.

An **Unverifiable Driving Record Surcharge** of Six (6) Points will be applied to an operator if an MVR is not available. However, this surcharge will not be applied if an Inexperienced Operator Surcharge or an International/Foreign Driver's License is already applied to the policy.

Count all moving violations and chargeable accidents for the past three years. Use violation date(s) on driving record for violations. For multiple point charges arising out of one occurrence, use only the highest charge involved.

Do not combine points if there are two or more drivers.

Accidents	Points
1st	4
2nd	5
3rd	Not acceptable

Any accident shall be considered chargeable unless proof is furnished that the applicant was not at-fault. This proof shall be established by a police report, written statement from the other party's insurer, or the applicant's previous insurer showing that the applicant was:

- 1. Fully reimbursed for all damages;
- 2. Legally parked when the accident occurred;
- 3. Lawfully stopped at a stop sign or traffic light when the vehicle was rear-ended;
- 4. Clearly not-at-fault.

# **Violations**

# **MAJOR**

Violations	Points
1st major	5
2nd major	6

Driving under the influence of alcohol, drugs, or narcotics

Attempting to elude Police

Speed contest

Hit and run

Reckless driving (Includes without due regard, careless, improper, unsafe, and negligent operation of vehicle.)

Aggravated Excessive Driving - Speeding > 25 mph over limit

Felony involving use of a motor vehicle

Negligent homicide

Displaying altered driver's license

Unlawful use of driver's license

Driving while license is suspended or revoked Failure to yield to emergency vehicles or school bus Refusal of alcohol test (Implied Consent Law)

MINOR		PTS.
	Open container, closed container, and other liquor violations not listed as Major	2
	Violating driver's license restriction	2
	Driving with EXPIRED driver's license	2
	No driver's license or failure to display driver's license	2
	No motor vehicle liability insurance	2
	Inexperienced Operator	2
	All other moving violations	1

# **Special Rating**

A policy on which a driver for whom an MVR cannot be obtained for whatever reason, or Exclusion Of Named Driver form is not submitted may be rated at six (6) points and will be cancelled. The policy may be reinstated and endorsed, provided we are furnished with a valid driver's license number or a correctly completed Exclusion Of Named Driver form prior to the effective date of cancellation. If we receive an MVR indicating the status of the driver's license to be anything other than "CURRENT" a Notice Of Cancellation will be mailed. Permanently stationed military personnel, with a military license only, are exempt from the above Special Rating.