

**PRIVATE PASSENGER AUTOMOBILE
LIABILITY & PHYSICAL DAMAGE INSURANCE**

*New Business Effective 11/01/14
Renewal Business Effective 11/01/14*

**21st Century
General Agency Inc**

Managing General Agency for Old American County Mutual Fire Insurance Company

**Select Program
Underwriting Guidelines**

**Texas Nonstandard Auto Program
Direct Bill Program**

**21st Century General Agency
1761 International Parkway Suite 105
Richardson, Texas 75081**

**Office 1 (800) 745-1302
214 221-5511
Fax 214 221-5513
Claims 1 (800) 745-1302**

DIRECT BILL/PAY PLAN PROCEDURES

This program is designed to simplify the sale and service of the personal auto policy by:

1. Allowing monthly payments to be made directly to 21st Century General Agency in lieu of a premium finance company;
2. Direct billing the insured for policy changes;
3. Direct billing the insured for renewals using a continuous billing cycle that has an extended number of monthly payments;

APPLICATION FOR COVERAGE

A 21st Century application should be completed, ensuring that all questions are answered and that all appropriate signatures are secured. Policies can be written on a ONE MONTH and SEMI-ANNUAL term.

PAYMENT OPTIONS - NEW BUSINESS:

1. Payment in Full. (No Power of Attorney accepted.)
2. Direct Bill/Pay Plan. The Insured selects the date of the first monthly payment. A monthly bill will be sent to the Insured approximately 12 days prior to the due date and will include an installment fee. The balance on the 6 Month policy will be billed in five (5) monthly installments.

<u>Length of Policy Term</u>	<u>Downpayment %</u>	<u>Date of 1st Monthly Payment</u>
6 Month	17.00%	20 days from inception date and every 30 days thereafter
6 Month	25.00%	30 days from inception date, 4 equal installments every 30 days thereafter.

3. The Insured can select one of the Pay Plan options in "2" above and utilize an automatic bank draft for monthly payments. To enroll the Insured for automatic drafting (EFT), the initial down payment must be collected and submitted along with a signed and completed Electronic Funds Transfer Enrollment Form and a copy of a voided check. Automatic drafting will begin with the 1st payment on a new policy. If policy changes are made that will alter the amount of the Insured's monthly payments by more than \$5.00, an amended "Notice of Automatic Withdrawal" will be mailed to /received by the Insured at least 10 days prior to drafting a new amount if the change is initiated by the insured. If the change is initiated by 21st Century then a notice will be sent out 30 days in advance of the withdrawal. Otherwise, the old payment amount will be drafted and the new payment amount will begin with the next month's draft.
4. At renewal, the Insured will receive a renewal quote and notification of the renewal down payment that will be drafted on his renewal date and coverage will be renewed as of that date unless a written request not to renew the policy is received from the Insured.

UPDATES

At the time of production, any premium updates will automatically be processed as part of the initial premium. An explanation of what caused the update, as well as notification that the monthly payments, or monthly draft amounts will be higher than anticipated will be sent to insured. If the update was due to underwriting reasons notice of the revised monthly payments will sent 30 days in advance of a drafted payment. Updated policies that were initially paid in full will be handled in a similar manner except the update must be paid in full.

REFUNDS

Premium refunds, if any, will be calculated on a pro-rata basis. Expired policies with a debit or credit balance of \$6.00 or less will be waived. Credit balances of \$6.00 or less will be refunded upon written request from the Producer or Named Insured.

ENDORSEMENTS

The insured should contact their agent for assistance and advice about making policy changes. Many, if not all endorsements can be processed online at www.21stcenturyga.com. At the time the endorsement is processed online, any change resulting in an additional premium will be collected and applied at the time the endorsement is processed. 21st Century will process change requests without additional down payment on phone and faxed endorsements, but collection of additional down payment by the agent is strongly advised to avoid uncollectible premium if the policy is canceled at a later date. The endorsement premium will be spread over the remaining payments. In certain instances, the size of the additional premium and the number of payments or drafts left in the policy term may make it necessary to issue an immediate Notice of Cancellation. This will be explained to the insured by memo and cancellation could be stopped in most cases upon receipt of the premium requested.

Endorsements will be mailed directly to the insured [and lien holders, if any] or provided at point of sale. The insured will be advised to expect higher monthly installments beginning with their next bill. Refunds created by endorsements will lower the balance due and thus lower the monthly installment beginning with the next bill.

Endorsements on policies that were initially paid in full will be billed directly to insured and will require payment in full. Refund checks on policies paid in full will be made payable to the Insured and mailed directly to the Insured.

CANCELLATIONS

No flat cancellations are allowed. Mid-term cancellations require the written request of insured. Cancellation refunds will be mailed to the insured unless the producer requests that they be sent to their office for delivery.

REINSTATEMENTS

ALL REINSTATMENTS MUST BE APPROVED BY THE COMPANY.

PAYMENT OPTIONS - RENEWALS:

The insured will receive a notice of 21st Century General Agency's offer to renew along with a statement of funds due.

1. Payment in Full. (No Power of Attorney accepted.) Attach to the renewal offer, a check or money order for the entire gross premium made payable to 21st Century General Agency.
2. Direct Bill/Pay Plan. The insured will receive a notice of 21st Century's offer to renew along with a statement of funds due. The semi-annual term policy premium will be payable in 6 equal installments.
3. The down payment will be due on or before the renewal inception date with the **first installment due in 30 days depending on the payment plan selected by the Insured** and each subsequent installment due every 30 days. Each billing will be mailed approximately 12 days prior to the due date and will include an installment fee.
4. All limited policy forms must be received with renewal payment, or policy will be issued a 10 day notice of cancellation.
5. A copy of the renewal quote and statement will be available to the agent via our website.

Upon receipt of the insured's written request to renew and the appropriate down payment, a renewal policy will be issued. Requests to renew that are not postmarked prior to the expiration date will result in coverage terminating. To continue coverage, a new application and a down payment reflecting the loss of renewal discounts will be required.

IMPORTANT NOTE

In instances where coverages need to be discussed or explained in detail, the insured will be referred to the agent, who is in the best position to survey the needs of the insured.

1 MONTH POLICIES

BILLING PROCEDURE

1. When initial policy is prepared, the first renewal billing will be mailed. Thereafter, on receipt of premium, renewal billings will be enclosed with a new declarations page and ID card.
2. Renewal premium is due 5 days before expiration date. If premium is fully paid prior to expiration date, a new declarations page and ID card will be mailed along with next month's billing. Coverage expires if premium is not received prior to expiration.
3. If the full amount billed is not post marked, before the 30th day after the expiration of the policy, the policy cannot be renewed. Failure to remit full premium by this due date will require a new application, premium and policy fee in order to produce a new policy.
4. Each monthly policy extension will be fully earned.
5. Endorsements made during policy term that create an additional premium will require payment in full.
6. Premium balances or credits resulting from underpayment and overpayment will be carried over and applied to next billing.

POLICY DISBURSEMENT

Policies and billings will be mailed directly to the insured, with copies available by the Agent on their website.

CANCELLATIONS

No flat cancellations are allowed. Mid-term cancellations require the written request of the insured. Cancellation refunds will be made payable to the insured and sent to the agent for delivery.

LIMITED POLICIES

Limited policies are NOT available for 1 month policies.

**UNDERWRITING RULES & GUIDELINES
LIABILITY OR PACKAGE POLICIES ONLY
(Physical Damage Only Not Written)**

POLICY TERM –1 or 6 month term

ELIGIBLE VEHICLES - Privately owned

1. Private Passenger Automobiles.
Trucks with a standard pickup bed rated 3/4 ton or less (gross vehicle weight of 10,000 lbs. or less).
2. Vehicles used commercially, other than Artisan Use defined below, not written.
3. Vans and van-type vehicles not used commercially. Trucks with a standard pickup bed rated ¾ ton or less and vans and van-type vehicles used by self-employed Artisans (painters, plumbers, carpenters, etc.) that drive to and from job sites by the Insured or an immediate family member.

INELIGIBLE VEHICLES

1. **No more than 1 extra vehicle per number of drivers.**
2. All vehicles with fiberglass and/or plastic bodies (Corvette, Fiero) and exotics including but not limited to the specific automobiles: Chevrolet Camaro SS, Ford Mustang Cobra, Dodge Stealth Turbo, Jaguar, Mercedes, Mitsubishi 3000 Turbo or 3000 GT - Turbo, Nissan 300 ZX, and Porsche.
3. One Ton Vehicles.
4. Vehicles used, and/or designed, for racing, exhibition or with altered engines. (Modified, souped up, etc.)
5. Long and short term rental and leasing operations.
6. Commercial or emergency vehicles, taxis, newspaper delivery, mail collection or delivery, courier service, pizza, fast food, newspapers, transport more than \$2,500 of business related materials or equipment at any one time, etc.
7. Vehicles garaged outside of Texas.
8. Public livery conveyance or bus.
9. Caravans, motor coaches, motor homes, and mobile homes
10. Vehicles used for transportation or distribution of ammunitions and explosives.
11. Recreational vehicles (road buggies, dune buggies) .
12. Antique vehicles, vintage vehicles, kit cars, altered, custom built or remodeled vehicles.
13. Any vehicle with current value in excess of \$40,000.00.
14. Physical damage on vehicles older the 20 years old.
15. **Physical Damage Coverage on a vehicle insured on a 1 month term policy.**
16. Physical Damage only policies not written.
17. No more than 6 vehicles per policy.
18. Personal vehicles driven by employees, sub contractors, or co-workers are not eligible.
19. Flat or stake bed trucks
20. Any vehicle requiring physical damage coverage on stereos, custom radios, and other sound reproducing equipment or citizen band radios, two-way radios, or telephones that has not been scheduled as custom equipment.

INELIGIBLE DRIVERS

1. Any celebrity persons, meaning actors (with a guild and/or association membership), professional athletes, (with league membership), Olympic athletes, college athletes, radio personalities, news broadcasters, musicians, authors/writers (of published works where the income generated from these activities/occupations is more than 30% of the total income for the individual), and models.
2. If the applicant or a driver has been charged with:
 - i. Two or more DWI/DUI in last 10 years.
 - ii. Felony in last 10 years.
 - iii. No more than 1 misdemeanor in last 5 years.
 - iv. No more than 2 misdemeanors in last 10 years.
 - v. No more than 3, felonies or misdemeanors, offenses in last 20 years.
 - vi. Any Insurance Fraud offense.
3. Operators with more than 12 points.
4. Any operator with two major violations (As defined on our chargeable points in rating section).
5. Any operator age 15 or under or any operator over 88 years of age unless they are scheduled on a renewal policy.
6. If any named insured is under 18 years of age or 88 years of age or older. (Drivers 75 or older submit with medical questionnaire on 21st Century form.)
7. Applicant or any driver who has more than two "At Fault" accidents in the past three years.
8. Risks where the applicant or any driver is either physically, mentally impaired, or has ever had a seizure.
9. Any vehicle requiring coverage for more than \$1,500 in custom equipment.
10. Any applicant whose occupation is related to auto sales or repair. New or used car lots, body shops or repair

- garages.
11. No more than 8 drivers per policy.

MANDATED COVERAGE

All coverage, vehicles or operators that are not eligible for coverage that are endorsed onto a policy will be rated with highest classification, not less than 12 points and symbol 99. The policy will also be Non-Renewed.

BINDING

EFFECTIVE DATE - For all acceptable private passenger risks, coverage becomes effective no earlier than the date and time of upload. Agency EFT or Insured EFT must be selected for all new policy down payments. The appropriate payment must be deposited in your account and made available for sweep within two business days of upload.

DOCUMENTATION - For all acceptable private passenger risks, the following must be completed before coverage can be bound (Agents cannot backdate coverage):

- Valid money from the insured must accompany the application via EFT. Policy down payments returned for uncollectible or insufficient funds void the policy in its entirety back to inception.
- The application and all applicable forms are completed in full, signed by the agent and the applicant.
- The applicant, all operators and each vehicle meet the underwriting guidelines.
- Details of all chargeable and non-chargeable accidents/violations are listed on the application.
- All documentation as well as supporting documentation has been provided and submitted to 21st Century General Agency.

BINDING AUTHORITY - Binding is permitted only for producers who are properly appointed.

When binding, agents:

- Do not have the authority to issue policies, endorsements, or cancellation notices unless specifically authorized to do so in writing by our Company.
- May not permit a solicitor or broker to bind our Company on a risk.
- Spouses must reside in the same household to qualify for married rates.
- Must use Agency Electronic Funds Transfer or Insured Credit Card/ Electronic Funds Transfer for the down payment on uploaded policies.
- Should never upload an application until down payment has been received from the insured.
- May not write or bind coverage in any area where there is a hurricane or tropical storm watch, severe weather warning or watch.
- Never bind any policy with a discount unless you have obtained the required proof. Policies submitted without acceptable proof will be bound at the discount level for which they qualify.

RATING CLASSIFICATION

- 515A ENDORSEMENT - (Named Driver Exclusion) is required on each member, age 14 or older, of insured's household if not rated as a driver of insured vehicle(s).
- **Married means residing with spouse.** If not residing with spouse, rate as single. Common law marriage rated as single unless residing in the same household for a minimum of 6 months.
- ONE VEHICLE POLICY - Use the Driver Class and point total of the driver producing the highest total premium.
- MULTIPLE VEHICLE POLICY – Apply the highest rated Driver Class and point total to the highest rated vehicle, the second highest rated Driver Class and point total to the second highest rated vehicle, the third highest rated to the third highest rated vehicle.
- ONE MORE VEHICLE THAN DRIVERS – Rate as a UAV classification.

POINT SYSTEM

Based on the last 3 years of driving record and last 20 years of criminal background of the applicant and each driver. List and total for each driver separately.

A charge will be made for all "At Fault" accidents and major violations. Other violations arising out of "At Fault" accidents or major violations will not be charged. In all other instances, multiple violations arising out of the same occurrence, shall be rated as 1 violation using the highest point charge applicable.

Example:

5/15/06 DWI		5/15/06 1 st Accident	
5/15/06 Accident	> 8 pts.	5/15/06 Speeding	> 3 pts.
5/16/06 DWI		5/18/06 Speeding	
5/16/06 speeding	> 5 pts.	5/18/06 Ran Red Light	> 2 pts.

	CHARGEABLE POINTS	
MAJOR VIOLATIONS	<ul style="list-style-type: none"> • Any violation involving use or possession of alcohol or drugs, including refusal of breath test • Driving wrong way on one-way street, driving wrong side of road • Fleeing or attempting to elude police • Reckless driving • Speed Contest (racing), including excessive acceleration • Operating a vehicle without consent • Operating a vehicle while license suspended or without current license authority including No Drivers License (violation date prior to issue date of license) • Use of illegally obtained drivers license • Felony more than 10 years old. <p style="text-align: center;">*****</p> <p>Operators charged with, whether or not convicted of, the following violations in last 10 years are not eligible for coverage:</p> <ul style="list-style-type: none"> * Negligent Homicide (not acceptable) * Felony (not acceptable) * Hit and Run or leaving or failure to stop at scene of accident (not acceptable) * Aggravated assault with motor vehicle (not acceptable) * Involuntary manslaughter (not acceptable) <p style="text-align: center;">*(See Mandated Coverage Rules)</p>	<p>5 each occurrence</p> <p>If accident & major violation arise out of same occurrence a charge will be made for both.</p>
VIOLATIONS OTHER THAN MAJOR OR MINOR	<ul style="list-style-type: none"> • Careless driving or negligent driving • Disregard traffic control officer & device • Failure to observe traffic lights, sign, RR crossing gate or any other traffic control device including failure to stop for a school bus • Improper passing • Violation of drivers license restriction • 1 misdemeanor in last 5 years or 2 in last 10 years. 	2 each
MINOR VIOLATIONS	<ul style="list-style-type: none"> • All other moving violations, including non-restraint of a child. Non-moving violations shall include (but not be limited to) helmet, sticker, equipment or no liability insurance violations. Speeding. 	0 -1st 2 occurrences 2- each occurrences in excess of 2
ACCIDENTS	<ul style="list-style-type: none"> • All considered at fault unless evidence of operator's noncontributory negligence furnished. Determination to be made by Company. All one vehicle accidents chargeable including hit and run. 	3 - 1st accident 4 – each additional accident - (submit if over 2)
OPERATOR OR MISCELLANEOUS CHARGES	<ul style="list-style-type: none"> Unobtainable 3 year MVR - (exception for 1st time licensed with reasonable explanation) Drivers 15 to 23 years if age Drivers 24 years if age or older without a reasonable explanation 	0 points 2 points

CREDIT DISCOUNTS

Applicable to BODILY INJURY, PROPERTY DAMAGE, OTC & COLLISION. (NO DISCOUNTS FOR DRIVERS TRAINING OR DEFENSIVE DRIVING).

RENEWAL DISCOUNT If continuously in force with 21ST Century General Agency Inc. for six (6) months, and there have been no at fault accidents, a premium discount will be allowed.

PRIOR COVERAGE DISCOUNT is allowed on policies that have been in force for a minimum of a six (6) month term at anniversary date with no more than a total 30 days lapse. Copy of the prior declaration page MUST accompany application. NO EXCEPTIONS.

MULTICAR DISCOUNT – If more than one (1) car is insured under the same policy and such vehicles are individually owned (husband and wife, resident in same household), a premium discount will be allowed on each automobile.

HOMEOWNER DISCOUNT - A discount will be applied if the Insured owns and occupies own home, condominium, townhouse, or mobile home (must own land and must be skirted). Proof of home ownership is required.

PREFERRED RISK DISCOUNT - A discount for Liability and a discount for physical damage will be applied if the insured meets the following qualifications:

1. Named Insured must be 25 to 75.
2. All drivers must be accident, criminal offense, and point free or requires an SR-22.
3. No more than 2 COMP claims over \$1000 in last 3 years.

EFT PAYMENT/PAYMENT IN FULL DISCOUNT- A discount will be allowed if the Insured authorizes the company to draw payments electronically (i.e. checking account or bank draft) or pays the term premium in full. Discount does not apply to One Month policies.

LIMITED ENDORSEMENT FORMS-The Insured has the option of having endorsements attached to the Texas Personal Automobile Policy that limits is coverage. Upon receipt of a signed request from the Insured, the company will reduce the premiums on Bodily Injury, Property Damage, Other Than Collision and Collision coverages. In consideration for OACM.Punitive.018, a discount of 0.5% is applied to BI and UMBI rates. This reduction in premiums will apply regardless of the Credit Discounts, including the Maximum Credit Discounts, which are allowed.

These Limited Endorsement forms may be attached to a 6-month term policy only. Limited Endorsements may **NOT** be attached to a 1-month term policy.

When purchased, the Limited Endorsement forms are purchased as a group.

Endorsement #	Name of Endorsement
OACM.PhysDam.001	Physical Damage Endorsement
OACM.AuthDriv.003a	Authorized Driver Endorsement
OACM.Storage.004	Storage Endorsement
OACM.DelFee.005	Delivery of Persons and Property For a Fee
OACM.CP.013c	Covered Person Endorsement
OACM.OutofState.016a	Out of State Coverage Endorsement
OACM.RentProp-NOAuto.019	Restricted Rented Property/Non-Owned Auto
OACM.Punitive.018	Exemplary or Punitive Damages Endorsement
OACM.NoBusiness.020	No Business Use Endorsement

DETERMINATION OF TERRITORY

The zip code of the principal garaging location shall be used to determine the territory.

STUDENTS - vehicles operated by students who attend school away from home will be rated according to the territory rates of the school or the home, whichever is higher.

CUSTOM EQUIPMENT

Maximum coverage of \$1,500 per vehicle.

An additional premium of \$15.00 per \$100 of value will apply.

Deductibles shown on OTC and COLL coverage's apply.

To afford coverage for any modifications to a vehicle for any equipment, which is not standard on the make and model described, it must be scheduled on the application, a photo and receipt included with the submitted application and the defined premium paid for the coverage. (Replacement of factory installed equipment with a higher valued item must also be scheduled).

Custom equipment includes any custom equipment, non-factory installed, which modifies the vehicle's appearance or performance, including, but not limited to:

Radio Glass, or chrome Chrome, alloy or mag wheels, T-Tops, campers or toppers, Custom bodywork, Custom Paint , Custom/wide tread tires, Custom engine work/parts, Custom interior work (carpeting, seat covers, paneling, furniture, appliances, including van conversions).

CANCELLATION

No flat cancellation allowed, unless at Company request. Cancellations are calculated on a pro-rata basis. Cancellation refund checks will be mailed to the insured unless the producer has requested that they be mailed to their office for delivery to the insured.

SYMBOLS

A rating symbol not found in the symbol list will be assigned by the company based on vehicle with similar attributes.

1982 and prior model vehicles:

- If no physical damage coverage is provided, a symbol 13 is applied.
- If physical damage is provided, contact company for the liability and physical damage premium.

SR-22 FILING

If an SR-22 Filing is required, and drivers license is suspended, send a separate check for the appropriate amount made payable to the Texas Department of Public Safety.

If an SR-22 Filing is required, and drivers license is NOT suspended, the state will not require the additional drivers license reinstatement fee.

No commission payable on the Filing Fees. Not available on 1 month policies.

NON OWNER POLICIES

Effective 11-01-14 non owners policies will no longer be offered. Existing non-owner policies will be offered until their anniversary date and then non-renewed.

LIABILITY

LIMITS: Bodily Injury: \$30,000 / \$60,000 Property Damage: \$25,000

PHYSICAL DAMAGE

DEDUCTIBLES

OTC (Options not available on convertibles or units with T-Tops.)	
\$100 Deductible:	136% of \$500 Deductible premium
\$200 Deductible:	115% of \$500 Deductible premium
\$500 Deductible:	Base Rate Deductible
\$1,000 Deductible:	82% of \$500 Deductible premium

COLLISION

\$250 Deductible:	139% of \$500 Deductible premium
\$500 Deductible:	Base Rate Deductible
\$1,000 Deductible:	77% of \$500 Deductible premium

OPTIONAL COVERAGES - If purchased must apply to all insured vehicles.

MEDICAL PAYMENTS \$500 per Insured

PERSONAL INJURY PROTECTION \$2,500 per Insured

UNINSURED-UNDERINSURED MOTORIST BI \$30,000 / \$60,000

UNINSURED-UNDERINSURED MOTORIST PD \$25,000

Note: UM/UIM - PD not available without UM/UIM - BI.

Medical Payments cannot be written if PIP coverage has been selected. Refer to Mandated Coverage Rule.

MISCELLANEOUS COVERAGES – Available only on vehicles with Physical Damage Coverage.

TOWING & LABOR (524A) \$75.00 per disablement

RENTAL REIMBURSEMENT (523C) \$30/day, \$900 max

(Rental and Towing must be sold together)

Rental Reimbursement Coverage only reimburses the policyholder for the cost of renting a car while a vehicle listed on the policy is out of use because of another loss covered by the policy.

MEXICO COVERAGE-LIMITED

Endorsement OACM.551a, Mexico Coverage-Limited, will be added to each policy.

COMPANY FEE SCHEDULE

POLICY FEE - Fully earned, regardless of term.

<u>1 Month</u>	<u>6 Month</u>
\$14.00	\$75.00

BILLING INSTALLMENT FEE

A minimum of \$3.00 per month, increased by \$.50 for each \$250.00 or fraction thereof by which the new and renewal premium plus policy fee total exceeds \$500.00. The installment fee is based upon the new or renewal policy premium and is not adjusted in the event of a premium bearing endorsement to the insurance policy.

REINSTATEMENT FEE

\$3.00 - Fully earned fee charged when a policy cancels for nonpayment but is reinstated within 10 days after cancellation occurs, resulting in no lapse in coverage. This fee does not apply to 1 month policies. All reinstatements must be approved by Company.

LATE FEE

\$6.00 - Fully earned fee charged when a notice of cancellation has been issued, but is not yet effective, and funds and/or requested information or item(s) are received prior to the effective date of cancellation, resulting in no lapse in coverage. This fee does not apply to 1 month policies.

ATPA FEE

**1-Month Term - \$.16 – Fully earned fee per vehicle.
6-Month Term - \$1.00 – Fully earned fee per vehicle.**

SR-22 FEE

\$25.00 – Fully earned fee charged per SR-22.

NSF FEE

**\$35.00 – Fully earned fee charged for a returned check.
\$35.00 – Fully earned fee charged for a returned ACH.**

NOTICE

Since it is not possible to make rules to cover every situation, final decisions with respect to acceptance of risk, underwriting, rates, etc., are reserved to the Company.

HURRICANE/INCLEMENT WEATHER RESTRICTIONS

All binding authority is suspended in areas where the National Weather Service has issued a hurricane, flood, tropical storm, and/or tornado “watch” or “warning” and is within one hundred (100) miles of the location of the proposed risk there may be no increased exposure. No new policy or coverage may be bound. No endorsement of existing policies may be requested which will have the effect of increasing the company’s exposure. Renewals of the company’s expiring policies may be written in the normal manner providing there is no increase in exposure to the company. Applications with an effective date/postmark combination, which would violate the prohibitions listed above, will be rejected and no coverage will exist. New Business and Endorsement acceptance procedures will resume forty-eight (48) hours after the “watch” or “warning” has been lifted by the National Weather Service. Each auto must be inspected by the agent to determine pre-existing damage.

UNDERWRITING DECISIONS

21st Century General Agency may use MVRs, CLUE, A-Plus, Household Driver, Criminal Background, and/or DMV (title) reports to determine if any risk is properly rated. Rates may be adjusted, driver exclusions requested, or policy cancelled, as needed, based upon information received via these reports.

NOTIFICATION OF ASSIGNED RISK PLAN RATES

It is your responsibility to be in compliance with Texas Administrative Code 5.401(d), which reads as follows:
“Insurers or agents who make a quote to an applicant with no prior insurance having no more than one accident and one violation within the past three years which quote equals or exceeds the premium available through the assigned risk plan must inform the applicant of the approximate cost of coverage available through the assigned risk plan.”

Any agent found to not be in compliance with this rule will be subject to possible suspension or termination.