



Sun Coast General
Insurance Agency, Inc.

“CLASSIC” CALIFORNIA

PRIVATE PASSENGER AUTOMOBILE
PRODUCT GUIDELINES

Underwritten By:



AM Best: B+ (Good)

A.M. Best #: 003560 NAIC #: 27502 FEIN #: 952773313

EFFECTIVE: 01/01/2019

IMPORTANT PHONE NUMBERS AND ADDRESSES

Mailing Address:

SUN COAST GENERAL INSURANCE

PO BOX 30750

LAGUNA HILLS CA 92654-0750

Physical Address:

SUN COAST GENERAL INSURANCE

23042 MILL CREEK DRIVE

LAGUNA HILLS CA 92653

Internet Address: www.SunCoastInsurance.com

eVolve Website: Quote, Bind, Print Declarations/Installments/ID Cards/Policy at POS, Upload Documents, Real Time Endorsements, Policy Inquiry, Make Payments, Download & View Commission Statements, Download Supplies, and News & Information to keep your agency up to speed on new products and program features.



**Sun Coast General
Insurance Agency, Inc.**

| Department | Phone Number | FAX |
|--|-----------------------|-----------------------|
| Customer Service – Personal Lines | (800) 300-8838 | (949) 768-4045 |
| Marketing | (949) 768-1132 | (949) 768-0542 |
| Accounting | (949) 768-1132 | (949) 768-4617 |
| Commercial Department | (949) 768-1132 | (949) 768-0625 |
| Ocean Marine Department | (949) 768-1132 | (949) 768-0306 |

All losses must be reported immediately to Western General Insurance Company for handling. We recommend that you refer the Insured / Claimant directly to Western General Claims. Producers do not have any authority to accept, deny or adjust claims.



| Western General - Claims | Phone Number |
|-------------------------------------|----------------|
| First Report and Adjuster Follow Up | (844) 680-7904 |

UNDERWRITING MANUAL

IMPORTANT – READ BEFORE TRANSACTING BUSINESS:

- a. Any producer who writes business under this program accepts these processes as the only way of transacting business with Sun Coast General Insurance.
- b. We will require the producer to process every application through our on-line system. Producers who quote using a rater will be required to bridge the quote into our system in order to complete the quoting process.
- c. We will run multiple reports prior to binding each risk. Sun Coast will reimburse 100% of the cost of reports that result in the sale of a Sun Coast policy. If less than 80% of the reports your agency ordered result in sales of a Sun Coast policy, you will be charged 100% of the cost of the reports for the unsold policies. If 80% or more of the reports your agency ordered result in the sale of a Sun Coast policy, we will cover the full cost of all reports.
- d. Do not bind coverage unless the customer has given you a firm bind request. Sun Coast will bind coverage through our website provided our system gives you a binding confirmation of the date and time bound. No policy will be effective prior to the date and time bound at our website. Coverage cannot be voided after the effective date.
- e. We will make our eSign process available to producers for customers who wish to electronically sign all application documents. We offer “In Office eSign” and “Remote eSign” processes. The In Office eSign process allows the customer to electronically sign the application and waivers while they are in your office, using your computer. The Remote eSign process allows the customer to sign the application and waivers from the convenience of their own computer. If a customer does not eSign the application and request Sun Coast to bind coverage before midnight of the same day, the application will be voided and no coverage will be bound. An email will be sent to the producer on file for that login. You must notify the applicant that they have to complete the process before midnight; and we will NOT bind coverage until the eSign application process has been completed.
- f. Upon binding, our system will provide you with a complete policy for you to deliver to the customer. The policy documents contain a welcome letter, the complete application & waivers, the first installment billing / direct debit schedule, Declarations, Policy Wording and required notices. As an alternative option to printing and hand delivering these documents to the customer, we also make an email delivery option available right from our system. eSigned applications provide the customer with a link to download these documents upon completion of the eSign process.
- g. **The producer will be required to upload the following documents into our system:**
 1. Signed application & waivers (unless signed using our eSign process).
 2. Any proof of no fault for disputed accidents.
 3. Copies of each drivers Foreign license.
 4. If Physical Damage coverage purchased, Photos showing all four (4) sides of each qualifying vehicle; or proof of prior Physical Damage coverage without a lapse (if we are unable to electronically validate prior insurance); or proof of purchase from a licensed dealership within the past seven (7) days.
 5. Current Vehicle Registration if we are unable to verify the VIN entered (bypass rated).
 6. Documents required for verification of specific discount qualification.
- h. Producers may be allowed to retain some of the original signed application documents (application, exclusions, waivers that are not required to be uploaded into our system), however the producer agrees that they will produce original documentation for company review upon request.

UNDERWRITING MANUAL

FEES:

The application of the Good Driver Discount to eligible fees is determined by the "Good Driver" status of the policy at the inception of the policy term. The "Good Driver" status of the policy will not change during the policy term and will be re-evaluated every renewal. Qualification for "Good Driver" status of the policy means that all rated drivers listed on the policy qualify as statutory California "Good Drivers" as described in Section 1861.025 of the California Insurance Code.

| | |
|--|---|
| Policy Fee | \$55.00 (\$44 Good Driver) |
| Installment Fee | \$15.00 (\$9.00 if on EFT billing plan) |
| Insured's Request Cancellation Fee | \$30.00 |
| Reinstatement Fee | \$20.00 (\$16.00 Good Driver) |
| Endorsement Processing Fee | \$3.00 |
| Financial Responsibility Filing (SR-22) Fee | \$15.00 |
| Late Payment Fee | \$5.00 |
| Dishonored Payment Fee | \$25.00 |
| California Fraud Fee | Per vehicle: \$0.88 - 6 months |

COVERAGE OFFERINGS:

COVERAGE LIMITS AND DEDUCTIBLES:

| | |
|---|--|
| <u>Liability</u> 15,000/30,000/5,000 15,000/30,000/10,000 25,000/50,000/15,000 | <u>UMPD</u> 3500 |
| | <u>Medical</u> 500 1000 |
| | <u>OTC and Collision</u> 500/500 600/600 750/750 1000/1000 |
| <u>Uninsured Motorist</u> 15,000/30,000 25,000/50,000 | 1100/1100 1500/1500 |
| <u>UM CDW</u> Available | |

NOTE: Non-Owner Coverage is not available under the Western General Classic program.

COVERAGE HIGHLIGHTS:

1. In order to qualify for Bodily Injury and Property Damage limits in excess of 15,000/30,000, all drivers must qualify as a Good Driver in accordance with Section 1861.025 of the California Insurance Code.
2. If the limits are in excess of the financial responsibility laws of the State of California, then the coverage in excess of those limits shall not apply to the operation or use of a motor vehicle by any person other than the named insured and/or named drivers, or a relative as defined in Part 1 of the policy.
3. UM limits may not exceed liability coverage limits.
4. Lienholder's Physical Damage deductible is the same as the insured vehicle's deductible.
5. No coverage is afforded for loss if the auto is repaired before inspection by the company unless inspection is waived by the company.
6. In the event of the theft of an insured vehicle, the insured must make a vehicle theft report of the vehicle to the law enforcement authority of the jurisdiction where the theft occurred within 48 hours. In order for Other Than Collision coverage (if purchased) to apply, the insured must cooperate in the investigation of the theft and not retract the theft report.
7. We do not pay for Physical Damage claims that occur while the insured vehicle is driven by an insured during the commission of a felony. We do not pay for Physical Damage claims if it is determined that an insured driver was operating the insured vehicle while under the influence of alcohol or drugs.
8. Physical Damage Coverage under this policy does not apply when operating a Temporary Substitute Vehicle.
9. There is no coverage for the following unless purchased by endorsement (See ADDITIONAL COVERAGE OFFERINGS for more details):
 - a. No Physical Damage coverage for permissive users and anyone living with the applicant and not named on the policy.
 - b. There is no automatic Car Rental Reimbursement Coverage.
 - c. There is no coverage for customized, non-factory, and aftermarket components or equipment.

ADDITIONAL COVERAGE OFFERINGS:

Permissive Use Coverage Endorsement: Endorsement is only available when declared to the Company and additional premium is paid. This endorsement provides coverage for drivers who operate a covered automobile with permission from a named operator. Coverage will not apply to drivers who are not listed on the declarations page that: (1) are a resident of the household or (2) operate the covered automobile on a regular basis.

Preferred Provider Organization (PPO) Program: OTC and Collision coverage lines written with the PPO program endorsement will receive a premium reduction of 8%. The applicant MUST sign the PPO acknowledgement, if selected.

An insured has a choice as to where their vehicle is repaired after a covered loss, but that choice does affect the amount the insured will be required to pay for the repairs. If the insured chooses to have repairs made within our PPO network or one of our Direct Repair (DRP) facilities, the insured will be responsible for paying only the deductible listed on their policy. If the insured chooses to have repairs made outside our PPO network or DRP facilities, the insured must pay 20% of the total cost of the repairs, plus their deductible.

Under the PPO Program, here is an example of the insured vehicle's damage repair costs at both a PPO and NON-PPO body shop. In this example, the vehicle's repair costs = \$2000, and the deductible = \$600.

- If repairs are made at a PPO network repair shop: insured pays only the \$600 deductible.
- If repairs are made at a NON-PPO network repair shop: insured pays \$400 (which is 20% of the repairs), plus their \$600 deductible for a total of \$1000.

Car Rental Reimbursement: Coverage under this endorsement will reimburse the insured for actual expenses incurred by the insured at a car rental agency for the rental of a vehicle. Rental reimbursement may be purchased as per the following limits:

- Standard: up to \$15 per day for up to 30 days for theft only. Cost: \$18 for 6-month term.
- Deluxe Level 1: up to \$20 per day for up to 30 days for theft, and up to \$20 per day for up to 20 days for collision. Cost: \$30 for 6-month term.
- Deluxe Level 2: up to \$30 per day for up to 30 days for theft, and up to \$30 per day for up to 20 days for collision. Cost: \$42 for 6-month term.

All vehicles with OTC/ Collision will receive this coverage if the Car Rental Endorsement is chosen. If selected, the level of "Car Rental Reimbursement" coverage must be the same for all vehicles insured for Other Than Collision and Collision coverage.

Special Equipment: We will insure a TOTAL AGGREGATE MAXIMUM VALUE of \$2000. Premium will be charged at an annual percentage rate of 14.4% of the total value of the special equipment (Good Driver Discount applies). Receipts for special equipment must be maintained in producer's file. Items not listed below do not qualify for special equipment coverage. All of the following types of special equipment must be declared on the application in order for the coverage to be valid:

- Customized interior;
- Customized paint, or decoration;
- Customized lights, chrome plating, and spoilers;
- Non-factory installed wheels, including mag wheels;
- Non-factory installed tires;
- Non-factory audio, video and/or digital recording, viewing or playback equipment (for example: CD players, AM/FM stereo, DVD players, video monitors and/or speakers).

There is no automatic coverage for special equipment listed above unless paid for and declared on the application or added by endorsement and accepted by the Company. May be purchased for individual vehicles if OTC/Collision is chosen.

Qualifying Special Equipment coverage can be added mid-term once the special equipment is declared and premium has been received by the Company. Total maximum value is \$2,000. Physical Damage deductibles apply.

ACCEPTABLE APPLICATIONS:

GENERAL INFORMATION:

1. Policy terms may be written for six (6) months.
2. Persons under 18 years of age may not be the applicant/named insured.
3. Policies with corporations, receiverships, partnerships, estates or trusts listed as the "Named Insured" or as an "Additional Interest" will not be accepted.
4. Stated value policies are not available.
5. Non-Owner policies and Non-Owner Financial Responsibility Filings are not available.
6. Limits of liability must be the same on all vehicles.
7. The application must be completed in its entirety.
8. Producers will be required to upload specific documents into our eVolve system. A notice will be provided in the Producer Documents of the items that are required to be uploaded into our system. We do not accept fax or emailed copies. Only documents uploaded into the system are accepted. Items we will request to be uploaded into our system are: copies of licenses, vehicle registrations, signed exclusions, signed waivers, statements signed under penalty of perjury, proof of non-fault/non-injury, and photos of vehicles as required (see "VEHICLE PHOTOS" for details). Policyholder records must be maintained for a minimum of five years after the policy (or subsequent rewrite) has expired
9. Producers must produce original applications, documentation and vehicle photos for company review upon request.
10. The company will not bind coverage without dated signatures from the applicant and producer prior to submission. Both the named insured and producer warrants that the information on the application is true and correct to the best of their knowledge (see Binding Procedures for more details).
11. Policies whereby vehicles are garaged at a hotel or motel will not be accepted.
12. If more than one vehicle is to be insured, ALL vehicles MUST BE garaged at the same address or the risk is unacceptable and subject to claim denial and/or rescission should this material fact be discovered during our claim investigation.
13. Any vehicle that is used in the course and scope of an insured's employment is not acceptable. This includes vehicles used for incidental business purposes (example: sales and marketing representatives), artisan use (includes driving to and from the job site and/ or transporting tools used in the insured's occupation), or any other business or commercial pursuit.
14. Final decisions with respect to acceptance of risk, underwriting, rating, etc. are reserved by the Company

LIST OF REQUIRED INFORMATION:

1. Correct driver name, license number and state of issue for all drivers.
2. The following persons must be listed on the application as a driver or excluded:
 - a. Persons 14 years old or older who live in the Named Insured's household or reside where the insured vehicle is garaged.
 - b. Non-household members who regularly or frequently use the insured vehicle,
 - c. All dependent children who live away from home and drive the vehicles during regular visits.
 - d. Registered owners.
 - e. Spouses.
3. Correct year of vehicle and complete vehicle ID numbers for all vehicles.
4. Correct limits and coverage lines.
5. Exact dates for all accidents and violations.
6. Signed waivers and exclusions.
7. Payment plan and proper gross premium.
8. Loss payees and additional insureds.
9. Employment information, including type of occupation.
10. Physical street address where the vehicle(s) is garaged. A Post Office box listed as the garaging address is not acceptable.

VEHICLE PHOTOS:

Photos (must be digital or Polaroid, facsimile photos are not acceptable) of all vehicles insured for physical damage coverage must be taken and maintained by producer as part of their client's file. The vehicle photographs are to be submitted to the Company upon request.

For vehicles with physical damage coverage that are inspected by the producer at the time of sale or endorsement. No less than two clear photos that show all 4 sides of the vehicle (vehicle license plate must be clear in the photos). The photos must be taken by the producer or their licensed employee. If a vehicle has pre-existing damage, an additional photo(s) of the damaged area(s) is required. For the purpose of fulfilling the vehicle photos requirement, an endorsement includes a request to lower the physical damage deductible as well as adding a vehicle to the policy.

If the insurance sales or endorsement transaction is performed at a remote location using an on-line or mobile facility, then 4 photographs of the vehicle, one for each side are required. An additional close-up photo(s) of existing vehicle damage is also required.

Photos are not necessary if:

1. The producer provides documentation that demonstrates that the insured vehicle had prior Physical Damage coverage with no lapse in coverage. Acceptable documentation consists of the following documents: a) renewal offers, b) Declarations pages, c) notices of cancellation, and / or d) policy lapse notices. It is important to note that just one of the aforementioned documents may not provide conclusive proof of no lapse in coverage. For example a Declarations page by itself does not confirm that there was not a lapse in coverage. A Declarations page and a cancellation notice however would demonstrate that the vehicle was insured for physical damage coverage and that there was continuous coverage.
2. The vehicle is purchased from a dealership within 7 days of the proposed effective date and a copy of the purchase agreement is maintained.

SR-22 FILINGS:

Financial Responsibility Filings are available for California only. Any driver requesting a filing must have a verifiable driving record and cannot be excluded from the policy. The SR-22 fee will apply to any new policy or re-write of an existing policy.

RATING RULES:

ANNUAL MILEAGE DETERMINATION:

Pursuant to CCR Section 2632.5(c) (2), the Company will use a default of 12,501 annual miles if the insured cannot provide an estimate supported by documentation.

DRIVER / VEHICLE ASSIGNMENTS:

The rate is determined by assigning the highest rated driver to the highest rated vehicle, second highest rated driver to the second highest rated vehicle, etc. Each driver is rated based on his/her driving record only and not combined with any other driver's driving record. Additional rates will not be generated for drivers in excess of the number of vehicles. If there are more vehicles than drivers, rate excess vehicles using the Driver/Vehicle Matrix factor, EV Driver Class factor and Zero Point driver surcharge factor.

Note: Resulting total policy premium may not always produce the highest possible premium total when all driver/vehicle combinations are considered.

GENDER:

Listed drivers' are classified according to their gender as recorded on their Motor Vehicle Report (MVR). As stated in the Gender Recognition Act (SB 179), effective January 1, 2019, California allows a person to have their gender identity shown on their driver's license as male, female or non-binary. Drivers who identify themselves on their license as non-binary can be rated as single or married. Individuals who declare themselves as married (or as part of a Registered Domestic Partnership) are subject to the proof of marriage requirements as provided below under "MARITAL STATUS".

MARITAL STATUS:

Only persons who are legally married or registered as domestic partners in the State of California will be rated as married. Persons who are widowed, divorced, or involved in common law relationships will be rated as single.

Drivers who receive the married rate may be asked to provide as proof one of the following:

1. Marriage Certificate
2. Registered Domestic Partner Certificate

Failure to provide proof of marriage upon request will result in the cancellation of the policy.

VEHICLE PREMIUM DETERMINATION:

This program uses ISO methodology to determine rate. If a vehicle's symbol is not yet available, we will use ISO's conversion methods to determine symbol based on the vehicle's MSRP.

FREQUENCY AND SEVERITY BANDS

Frequency and severity bands are assigned based on the zip code in which the insured vehicle is garaged. If the insured vehicle is garaged in a zip code for which no frequency or severity bands are assigned, the frequency and severity bands for rating this risk will be determined as follows:

If the zip code is new due to the United States Postal Service splitting an existing zip code, the frequency and severity bands for the originating zip code to the new zip code.

If the zip code is new due to the United States Postal Service creating a new zip code out of portions of several existing zip codes. The new zip code will be assigned the frequency and severity bands from the zip code of the originating zip codes that has the greatest product of Property Damage liability frequency and severity factors.

If the zip code is an existing zip code, the frequency and severity factors will be assigned based upon the greatest product of Property Damage liability frequency and severity factors of those zip codes that are contiguous with the zip code that does not have assigned frequency and severity factors..

DRIVER RULES:

Third party public data reports will be ordered on all drivers to determine eligibility and proper surcharge points. Appropriate charges will be made for occurrences not included on the application.

A rated operator's driving history is determined by the sum of surcharge points attributable to the total number of occurrences which occurred in the three-year period ending on the effective date of the initial policy period. The word "conviction" includes a plea of guilty or the forfeiture of a bond. The word "occurrence" is defined as any chargeable violation and/or chargeable accident.

DRIVER HISTORY:

1. Refer to the driving record of the principal and each additional operator to determine the convictions of each operator. State Motor Vehicle Agency records are used for this purpose.
2. If multiple violations occur on the same incident, only the highest violation will be charged. If a chargeable violation occurs with a chargeable accident, both will be charged.
3. Multiple occurrences on the same date in different incidents will be charged for individually.
4. There will be no points charged for minor moving violations incurred by the insured/driver, whose job is the operation of a motor vehicle for compensation, during their hours of employment. The insured/driver must submit a written declaration, under penalty of perjury, that he or she was operating a motor vehicle for compensation during their hours of employment at the time the violation(s) was/were incurred.
5. Surcharge points will apply to violations that appear on a motor vehicle report with a notation of "Abstract Dismissed" (pursuant to the Vehicle Code).
6. Drivers with three (3) or more chargeable occurrences within the previous 36 months will be surcharged two (2) points in addition to the points incurred as a result of the chargeable offenses. Drivers with more than ten (10) company surcharge points as a result of the adding of two (2) points are unacceptable.
7. A driver will not be re-rated or re-classified for chargeable occurrences that occur or expire during the policy term.

SURCHARGED OCCURRENCES:

The following list describes the types of occurrences that are considered in determining an applicant's eligibility and developing a premium for the risk. While the list identifies the most common occurrences, there may be violations not identified below that the Company will categorize and apply surcharge points.

1. Major Violations:

- a. Driving a motor vehicle under the influence of intoxicants or drugs.
- b. Refusal of blood alcohol test.
- c. Reckless driving.
- d. Failure to stop and report or identify oneself when involved in a motor vehicle accident.
- e. Racing or engaging in a highway speed contest; exhibition of speed.
- f. Speeding in excess of 100 mph.
- g. Felony involving a motor vehicle.
- h. Eluding or fleeing a police officer.
- i. Driving on the wrong side of road or freeway.
- j. Hit and Run.
- k. Transporting Explosives.
- l. Throwing substance that is burning or results in injury.

2. Intermediate violations.

- a. Operating a motor vehicle without a valid operator's license or during a period of revocation or suspension of motor vehicle registration or operator's license.
- b. Open container.

3. Minor violations:

- a. Traffic law violations for exceeding the maximum posted speed limit.
- b. Driving too fast for conditions.
- c. Driving too slow.
- d. Stop sign and traffic signal infractions.

- e. Improper turns or lane changing.
- f. Failure to yield right of way.
- g. Child Passenger restraint violation.
- h. Mobile Device violations

4. Chargeable Accidents:

An accident is considered chargeable if the driver's actions or omissions were at least 51% of the legal cause of the accident, and either the accident resulted in bodily injury or death or, for an accident that resulted only in damage to property, the total loss or damage caused by the accident exceeded \$1000

5. Non-Chargeable Accidents:

There shall be a rebuttable presumption that a driver is not principally at fault under any of the following circumstances:

- a. Their auto was lawfully parked (not including parked vehicles which roll from a parked position),
- b. The vehicle was struck in the rear by another vehicle and the driver was not convicted of a moving violation in connection with the accident,
- c. The driver was not convicted of a moving traffic violation and the operator of another vehicle involved in the accident was convicted of a moving traffic violation,
- d. The driver's vehicle was damaged as a result of contact with a vehicle operated by a "hit and run" driver operator of another vehicle and the accident was reported to legal authorities within 24 hours,
- e. The accident resulted from contact with an animal, bird, or falling object,
- f. The accident was a solo vehicle accident that was principally caused by a hazardous condition of which a driver, in the exercise of reasonable care, would not have noticed, and
- g. It shall be conclusively presumed that a driver is not principally at fault if the driver was responding to a call of duty as a peace officer, member of the California Highway Patrol, firefighter, federal agent, or federal customs agent operating a government or emergency vehicle while in performance of his or her duties during the hours of his or her employment.

In the absence of information to the contrary, a driver's declaration under penalty of perjury attesting to his or her at-fault accident history shall be sufficient proof of that accident history. If the Company discovers contrary information from an independent source disputing the driver's declaration, the Company shall so notify the driver within ten days of discovery of the contrary information and allow the driver at least five days to provide a response.

SURCHARGE POINTS:

| OCCURENCES** | 1st | Each Add'l |
|-----------------------------|------------|-------------------|
| Minor* | 1 | 1 |
| Intermediate* | 2 | 3 |
| Major* | 2 | 8 |
| Chargeable Accidents | 3 | 5 |

* Based on date the Violation occurred

** Three (3) chargeable occurrences of any of the above listed "occurrence" types will result in two (2) additional surcharge points for the offending driver.

DRIVER ELIGIBILITY:

EXCLUDED DRIVERS:

Any driver may be excluded from coverage under the policy by completing the driver exclusion section of the application. The following individuals must be listed as a driver or excluded from coverage:

1. The Named Insured's spouse and any spouse of a named operator,
2. All registered owners of an insured vehicle,
3. Non-household members who regularly or frequently use the insured vehicle,
4. Persons 14 years old or older who live in the Named Insured's household or reside where the insured vehicle is garaged,
5. All dependent children who live away from home and drive the vehicles during regular visits.

UNACCEPTABLE DRIVERS:

1. Any person with a revoked or canceled license.
2. Any person with an "International Driver License":
3. Any person that can only furnish a passport from a foreign country:
4. Any person 70 years of age or older.
5. Any person convicted of any one of the following:
 - a. Insurance fraud.
 - b. Manslaughter involving a motor vehicle.
 - c. Any felony (exception: driver convicted of felony for causing an injury in association with a DUI).
 - d. Vehicle theft.
 - e. Drug or Narcotics conviction.
 - f. Aggravated assault.
6. Any person with more than one (1) Major Conviction within the last 10 years.
7. Any person with more than two (2) chargeable accidents.
8. Any person with more than ten (10) company surcharge points.
9. Any person with 2 or more intermediate Violations that have occurred in the last 10 years.
10. Any person with 1 or more intermediate violations and 1 or more major violations that have occurred within the most recent 10 years. For example, a driver with 1 Intermediate and 1 major violation in the past 10 years.
11. Any person with 3 or more auto insurance claims in their policy loss history and / or as shown on their Comprehensive Loss Exchange Report (C.L.U.E.) in the past 3 years, regardless of fault or chargeability. Accidents that appear only on the driver's MVR will not be considered under this rule.
12. Celebrities, entertainers, and politicians and/or any person known nationally or locally to a large segment of the population.
13. Any person not residing in California at least 10 months per year.
14. Any person employed or attending school outside of the State of California.
15. Any person with a mailing address outside of California (Exceptions: Active duty military or student attending school in the State of California, or vehicle(s) garaged in the State of California with proof submitted).
16. Any person who is mentally impaired or has other indications of health problems, unless a physician's passing medical statement is provided. The applicant will be responsible for any expense incurred in obtaining the medical statement in consideration of their application for insurance.
17. Any person under the age of 21 for any of the following reasons:
 - a. Convicted of driving under the influence (DUI) of alcohol or drugs or any other alcohol-related violation, including refusal of alcohol test and open container.
 - b. Listed on a policy insuring a vehicle whose actual cash value exceeds \$35,000.
 - c. Listed on a policy insuring a vehicle with a performance indicator of H, S, or P
 - d. With more than 3 Western General surcharge points.

The above section does not apply to any operator who is a statutory "Good Driver" per California Insurance Code section 1861.025 (except for above rule number 8).

VEHICLE RULES:

ELIGIBILITY:

Western General accepts private passenger automobiles and pickups owned by or leased to the insured and garaged in California for commuting and pleasure use. There is no coverage when a vehicle is being used for commercial use. Commercial use means uses relating to or connected with any artisan, business, or trade, or the exchange, buying, or selling of goods or services.

Salvaged vehicles are acceptable and all coverage lines will be surcharged 30%. The Salvage Vehicle Surcharge is applied in addition to any other applicable surcharge.

PROHIBITED VEHICLES:

VEHICLES INELIGIBLE FOR ANY COVERAGE

The following vehicles are unacceptable for any line of coverage, whether at new business, as an additional vehicle, or as a replacement vehicle because they are not private passenger-type vehicles insurable under a private passenger policy:

1. Vehicles designed for other than personal use,
2. Vehicles used in the course and scope of the insured's occupation (see item #13 in the "ACCEPTABLE APPLICATIONS" section under the "GENERAL INFORMATION" heading).
3. Vehicles greater than 3/4 ton (U.S. GVWR classifications equal to or greater than Class 3).
4. Vehicles that transport explosives or flammables,
5. Stake bed and flat-bed trucks,
6. Catering trucks or hot trucks,
7. Driver training cars,
8. Emergency vehicles,
9. Vehicles with more or less than 4 wheels/tires.
10. Public or private livery vehicles including but not limited to limos, taxis, transportation services including but not limited to Uber and Lyft, transport of children, hotel/motel guests, patients, van pools,
11. Motorhomes, travel trailers, house cars, motorcycles, and buses,
12. Vehicles used for racing, speed contest or exhibition of any kind,
13. Vehicles not registered for street use (i.e. Dune buggies),
14. Vehicles equipped with ladder racks or signs, and vehicles equipped to transport materials for commercial purposes,
15. Vehicles which are illegal to operate on public roadways,
16. Kit Cars that are not a private passenger type vehicle.

VEHICLES INELIGIBLE FOR COVERAGE UNLESS ALL DRIVERS ARE GOOD DRIVERS

The following vehicles are not eligible for any coverage, unless all listed drivers are Good Drivers pursuant to Section 1861.025 of the California Insurance Code. The following vehicles will be surcharged 200% if accepted:

1. Grey market vehicles,
2. Kit cars,
3. Vehicles 40 years of age or older,
4. Vehicles that are limited production,
5. Vehicles that are custom, rebuilt, altered or modified vehicles including body kits,
6. Vehicles that have been lifted or have reduced ground clearance,
7. Vehicles with damage that would prohibit its safe operation,
8. Vehicles registered to a corporation, partnership, business or receivership,
9. Vehicles with a MSRP of \$50,000 or more,
10. All Vehicles designated as Class Code 3 (see Vehicle Class Code list),
11. All Vehicles performance rated "P" or "S" by ISO,
12. Vehicles with ISO symbol higher than 23 for model years 2010 and older, for any and/or all coverage line(s),
13. Vehicles with ISO symbol higher than 59 for model years 2011 and newer, for any and/or all coverage line(s),
14. Vehicles whose actual cash value exceeds \$35,000 with any driver on the policy that:
 - has more than one chargeable accident within the previous three years, or
 - is under age 21

VEHICLES INELIGIBLE FOR PHYSICAL DAMAGE COVERAGE UNLESS ALL DRIVERS ARE GOOD DRIVERS

The following vehicles are not eligible for physical damage coverage, unless all listed drivers are Good Drivers pursuant to section 1861.025 of the California Insurance Code. The following vehicles will be surcharged 200% if accepted.

1. All vehicles with a current Actual Cash Value (not including tax & license) less than \$2000.
2. All vehicles over 15 years old.
3. All vehicles with plastic, aluminum and fiberglass bodies (exceptions: Saturn, Chevrolet Lumina APV and similar vehicles).
4. All van conversions.

VEHICLE SURCHARGES:

Salvaged Vehicles: In addition to any other vehicle surcharge, salvaged vehicles will be surcharged 30% on all lines of coverage.

Vehicle Performance Surcharge: Vehicles identified with ISO performance indicators H, I, S, and P (1, 2, 3, 4 for vehicles newer than 1989) will be surcharged on all lines of coverage.

| Vehicle Type | BI, PD, MED, and UM | Physical Damage |
|---------------------------|------------------------|--------------------|
| ISO Indicator "H" and "2" | 1.10 | 1.10 |
| ISO Indicator "I" and "1" | 1.05 | 1.05 |
| ISO Indicator "S" and "3" | 2.00 | 2.00 |
| ISO Indicator "P" and "4" | 2.00 | 2.00 |
| Class Code 3 | 2.00 | 2.00 |
| All Other | 1.00 | 1.00 |

Class Code 3 Vehicle Surcharge: The following vehicles are defined as "Class Code 3" vehicles. Class Code 3 vehicles are unacceptable unless all drivers are Good Drivers and will be surcharged at 200%.

Vehicle Manufacturers: Acura NSX, Alfa Romeo, AMC, AM General, Aro, Aston-Martin, Austin-Cooper, Austin-Healey, Avanti, Bentley, Bertone, Bricklin, Bugatti, Cord, Daewoo, Daimler, Delorean, Dual-Ghia, Eagle, Excalibur, Ferrari, Fiat (except 500 model), Hummer, International, Jensen Healey, Laforza, Lamborghini, Lancia, Lola, Lotus, Maserati, Maybach, MG, Opel, Pantera, Peugeot, Pininfarina, Porsche, Renault, Rolls Royce, Rover, Triumph, TVR, Vector, Yugo.

Vehicle Models: Audi R8, Chrysler Prowler, Ford Mustang Bullitt/Cobra/GT/Shelby/Saleen, Dodge Shelby/Stealth/Viper, Lexus IS-F/LFA, Mitsubishi 3000G, Mazda – All "RX" series, Nissan – All "Z" Series, Plymouth Prowler

Vehicle Value: All vehicles with MSRP greater than \$50,000

DISCOUNTS:

DRIVER DISCOUNTS:

Good Driver Discount:

- Applicable to any driver who meets the “good driver” status under section 1861.025 of the California Insurance Code. “Good Drivers” must have continuous driving experience for at least three years uninterrupted by suspension, revocation or expiration of their driver’s license.
- During the previous ten years, the driver has not been convicted of a violation of Section 23140, 23152 or 23153 of the Vehicle Code, a felony violation of Section 23550 or 23556 or former Section 23175 or as those Sections read on January 1, 1989, of the Vehicle Code, or a violation of Section 191.5 or paragraph (3) of subdivision © of Section 192 of the Penal Code.

A discount of at least 20% applies to all coverage lines for drivers who meet the definition of a Good Driver as defined by California law. Foreign drivers that are able to provide proof of their foreign driving experience which indicates that the driver is eligible for the Good Driver Discount will receive the discount. The discount will apply to excess vehicles only if all drivers on the policy qualify for the discount.

Exceptional Driver Discount: A 2.5% discount applies to Bodily Injury, Property Damage, OTC and Collision lines of coverage for drivers who qualify for the Good Driver Discount and in the past 3 years have not been convicted of any chargeable occurrence. Only drivers with a verifiable record of being licensed in the State of California without interruption for the past three years are eligible for this discount. Drivers requiring an SR22 are ineligible for this discount. The Exceptional Driver Discount applies only to the vehicle to which the qualifying driver is assigned as the rated vehicle operator. Excess vehicles are not eligible for the Exceptional Driver Discount.

Mature Driver Discount: A 5% discount applies to Bodily Injury, Property Damage, Collision and Other than Collision coverage and is available to drivers age 55 or older who have voluntarily completed a Mature Driver Improvement Course within the past three years. Such course must have been approved by the Department of Motor Vehicles and Certification presented to the Company. Certification expires three years after the completion of the course. After the certification expires, the course must be successfully repeated and evidence furnished, in order to again qualify for the discount. The discount will only apply to the vehicle in which the qualified driver is rated. Excess vehicles are not eligible for the Mature Driver Discount.

The discount does not apply or may be discontinued if during the three years following the course completion date:

1. The principal operator has been involved in an at-fault accident, or
2. The principal operator has been convicted of a traffic related offense involving alcohol or narcotics.

Renewal Discount: A 10% discount applies to Bodily Injury and Property Damage and a 5% discount applies to Collision and Other than Collision on renewal policies having at least one year of continuous private passenger auto insurance with Western General Insurance Company, with no lapse exceeding 30 days.

VEHICLE DISCOUNTS:

Anti-Theft Device Discount: Vehicles equipped with an anti-theft device (ATD) (including disabling and/or tracking devices) installed by the manufacturer are eligible for a 5% discount to Other than Collision coverage. If the ATD was not installed by the manufacturer as standard equipment, proof of device installation must be submitted in order to receive the discount.

Anti-Lock Braking System Discount: Vehicles equipped with manufacturer installed Anti-Lock Braking Systems (ABS) are eligible for a 5% discount on all lines of coverage except Other than Collision. If ABS was optional equipment for the vehicle, proof that the optional ABS equipment was purchased and installed must be submitted to receive the discount.

POLICY SERVICE:

DISHONORED PAYMENTS:

If payment of any premium is dishonored by the financial institution when first presented, coverage shall terminate on the last day for which premium was paid. We will charge a \$25 fee for a dishonored payment.

PERSON DESIGNATED TO RECEIVE NOTICES

California law requires that we allow the applicant/insured, to designate one additional person to receive the following documents and notices: Notice of Lapse, Termination, Expiration, Nonrenewal, and Cancellation for nonpayment of premium. Please note, adding this person to receive these notices grants no additional coverages or benefits to under the terms of the policy. To designate another person to receive copies of such notices, please complete the Additional Person To Receive Notices section during the new business application or endorsement process.

CANCELLATIONS:

1. No flat cancellations will be permitted after the inception date of the policy, unless approved by the Company.
2. If the policy has been in effect for fifty-nine (59) days or less the Company may cancel for a reason permitted by law by mailing direct notice of cancellation to the insured with at least ten (10) days' notice.
3. Premiums returned for Cancellation due to Non Payment of premium will be calculated using a pro-rata method and written notice will be sent to the insured ten (10) days before the effective date of cancellation.
4. Cancellations requested by the insured will incur a \$30 cancellation fee. A request signed by the insured is required.
5. There is a \$25 charge applicable to all dishonored payments. Once a payment is dishonored, the Company will notify the insured that coverage terminated on the last day for which premium was paid. The insured must then pay the original amount due and all applicable fees in order to have the policy reinstated.

REINSTATEMENTS:

1. Policies cancelled for underwriting reasons or failure to comply with requests for information will not be reinstated without prior underwriting approval.
2. Subject to Company approval and if still eligible, a policy that cancels for non-payment of premium may be reinstated with a lapse in coverage upon receipt of payment by the Company.
3. A reinstatement fee will be charged.

ENDORSEMENTS:

1. All endorsement requests, regardless of the amount of additional premium due, will require a down payment amount set by the Company.
2. All endorsements should be submitted through the Company's on-line system. If you are unable to process via the on-line system due to technical issues, call Customer Service for assistance.
3. Verify eligibility before submitting an endorsement request.
4. All endorsement requests require the insured's signature, including UM waivers.
5. Suspension of coverage is not permitted.
6. For coverage to be effected, notification of all newly acquired automobiles (replacement or additional vehicles) must be made within 72 hours to the Company. If received beyond the 3rd day from the day of acquisition, the endorsement will be effective the day received by the Company. Coverage, deductibles and limits of liability applicable to the newly acquired automobile will be:
 - a. If the newly acquired automobile replaces a motor vehicle listed in the policy declarations, the coverage will be the same as that provided for the replaced vehicle.
 - b. If the newly acquired automobile is an additional vehicle and the Company insures all automobiles owned by the Named Insured, then the coverage provided will be the same as the broadest coverage provided to a vehicle listed in the Declarations.
 - c. If the newly acquired automobile is an additional vehicle and the Company does not insure all automobiles in the household **no coverage** will be provided until the insured or producer has notified us in writing and the proper premium has been charged.

RENEWALS:

1. If the Company elects to not renew a policy, a non-renewal notice will be sent directly to the insured at least 30 days prior to expiration.
2. Renewal payments to the Company must be postmarked before the due date to maintain renewal coverage without lapse. If using metered mail or if the postmark is illegible coverage will be effective the date after receipt by the Company.

BINDING PROCEDURES:

1. The Broker has no authority to bind coverage. Coverage can only be bound by the Company or by an appointed agent of the Company.
2. The Company will bind coverage when a qualifying application is accepted by the Company when it has been completed at our eVolve site and the down payment method has been accepted.
3. Policies are effective no earlier than the time and date of the electronic transmission.