American Agencies Insurance Services
1 & 3 Month Product

AUTOMOBILE PROGRAM
Underwriting Guide

Effective 01-04-2016

OLD AMERICAN COUNTY MUTUAL FIRE INSURANCE COMPANY
PHYSICAL ADDRESS:
4500 Fuller Dr, Suite 400
Irving, Texas 75038

MAILING ADDRESS:
P O Box 143249
Irving, Texas 75014

INSURED CUSTOMER SERVICE:
CUSTOMER SERVICE: (866) 424-9511 (option 2)
PHONE PAYMENTS: (877) 634-8533
ONLINE PAYMENTS: www.Policy-Service.com

AGENT CUSTOMER SERVICE:
CUSTOMER SERVICE: (866) 424-9511 (option 2)
CUSTOMER SERVICE FAX: (866) 424-9510

CLAIMS SERVICE:
CLAIMS PHONE: (866) 424-9514
CLAIMS FAX: (866) 424-9510

MARKETING:
MARKETING: (866) 424-9511 (option 3)
MARKETING FAX: (866) 424-9533
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AMERICAN AGENCIES INSURANCE SERVICES – STANDARD PROGRAM

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Error! Bookmark not defined.
GENERAL
It is impossible to cover every aspect that might affect the acceptance of a risk in an underwriting guide. Therefore, the company must remain the final authority in the acceptance or continuation of any risk.

Company Bulletins
Company bulletins are an official communication of any updates that may occur to our underwriting manual and serve as an addendum to the manual. Please keep any future bulletins together with this manual for reference.

Misrepresentation
The applicant has an obligation to truthfully and fully respond to the information requested on the application, endorsement requests, renewal inquiries and information requests. The agent must carefully question the applicant so that every opportunity is afforded to obtain complete information. Material misrepresentation may result in the policy being declared null and void from inception or cancelled. It is important that your insured’s are aware that a claim may not be paid due to false or misleading information.

Underwriting Reports
During the underwriting acceptance process American Agencies may choose to utilize the following types of investigative reports:
- Address Verification
- VIN Verification

Claims Procedures
All claims are to be reported to the claims department immediately. For faster claim service and to eliminate your time involved in processing claim forms, please instruct your insured’s and claimants to call our claims department directly. This procedure will eliminate non-income producing time and give American Agencies the opportunity to give both your client and claimants immediate direct claim service. The Producer has no authority to decline coverage, accept coverage, adjust claims or authorize repairs.

POLICY TERM
One Month and Three Month terms.

BINDING PROCEDURES
General Information
All new business must be uploaded with the required down payment collected and the application electronically signed by both the agent and the applicant.
- Policy will be effective on the date of the application and the time bound.
- If a future policy effective date is selected, then the policy will be effective at 12:01 a.m. on that date.
- If a future effective date is selected it cannot be more than 30 days from the current date.
- Policy may not be made effective prior to the current date.

Binding Authority During Inclement Weather
Binding authority for physical damage will be temporarily suspended for all new business and/or endorsements if your county is under a SEVERE WEATHER WARNING (i.e. flash flood, tornado, hurricane, snow, hail, and thunderstorm). Binding of physical damage may resume once your county is no longer under the SEVERE WEATHER WARNING.

APPLICATION
General Rules
- The application may be written only in the name of an individual or in the names of a husband and/or spouse who are residents of the same household.
- Spouses must be covered or excluded under the same policy.
- If a vehicle is titled to two related persons, only one may be listed as the named insured. American Agencies will list the second person as a designated covered person if requested.
- All vehicles must be garaged in Texas at least Ten (10) months out of the year.
- All operators of the vehicles to be covered and residents of the household and regular use drivers not living in the household must be listed on the application. Residents age 14 and older must be disclosed on the application and rated or excluded from the policy. Please include their name, date of birth, and driver’s license number (if applicable).
Required Documentation
The producer commits to the retention of all applications that are bound by American Agencies. This includes but not limited to all supporting information listed below.

- Acceptable Discount Proof
- Driver Exclusions
- Foreign/International Driver’s License
- Inspection Form/Photos
- Personal Injury Protection Rejection
- Signed Application
- Uninsured Underinsured Motorist Rejection

Regular audits of compliance are made by American Agencies Insurance Services.

RATING
All policies will be issued at the appropriate rate based on the information from the application and investigative reports. If there are any questions regarding rating, please contact American Agencies in advance.

Driver Assignment
- Where there is one vehicle on the policy, the vehicle will be assigned to the highest rated driver.
- Average household rating is used when there are two (2) or more drivers and two (2) or more vehicles on the policy.

Territories
Territories are based on the zip code and county where the vehicle is garaged. If the insured uses a post office box as a mailing address, the physical garaging address of each vehicle, including zip code, must also be provided.

Tiering
Underwriting tiering is calculated based on the following information:
- If the insured had prior insurance.
- Prior BI limits the insured had on their prior insurance policy.
- Non chargeable incidents
- Operator Eligibility

Acceptable Driver and General Driver Information
- Married drivers are rated as married when the spouse is residing in the same household.
- Common Law applicants who present themselves as married with different last names are rated as married.
- Applicant/named insured must be age 18 or older on date coverage is effective unless he/she can prove emancipation.
- All disclosed individuals must be rated or excluded from the policy. If excluded, the signed exclusion is a required document and must be submitted to American Agencies. All household residents and occasional drivers of the vehicles (non household members) age 14 and older must be disclosed on the application.
- Married individuals (including domestic partners) must include or exclude their spouses.
- Foreign or International Driver’s License will be accepted. A copy of these types of licenses is considered a required document and must be submitted to American Agencies.
- Non-Licensed drivers are acceptable and will be rated with a surcharge.
- The number of married individuals (including domestic partners) must be an even number.
- The application or endorsement request excluding a driver must include a fully completed and signed 515A Driver Exclusion Form.
- Operators who have been treated for any physical or mental condition within the past three years who are able to provide a satisfactory medical authorization form are eligible.

Unacceptable Operators
- If all driver information is not provided, the driver must be excluded. They may be added by endorsement when information is provided.
- Any individual listed on the policy who is determined to be a prohibited operator must be excluded and may not be endorsed onto the policy at a later date.
- Operators who have, or, in the past three years have been treated for any physical or mental condition that might affect the driver’s ability to operate a motor vehicle safely and who are unable to provide a satisfactory medical authorization form are unacceptable.
Vehicle Eligibility
Acceptable Vehicle and General Vehicle Information
- All vehicles must have a physical garaging address
- Eligible vehicles are private passenger automobiles, pickups, vans and utility-type vehicles not exceeding 1-ton load capacity and not used commercially.
- Up to six (6) vehicles may be covered on one policy.
  - Liability only – up to 35 years old
  - Physical damage – up to 15 years old
- Vehicles with Additional Equipment coverage if physical damage is also requested. (see coverage section)
- Inspections and photos are required when Comprehensive, Collision and Uninsured/Underinsured Motorist Property Damage is purchased at time of new business or endorsement.
- Inspections are required when lowering deductibles.

Unacceptable Vehicles
The following vehicles are unacceptable for all coverages. If one of these vehicles is added within the first 60 days, the policy will be cancelled. If added after day 60, the vehicle will surcharge and policy will be setup for non-renewal:
- Vehicles used for pick-up, transport or delivery of anything or anyone for a fee.
- Kit cars, dune buggies, buses converted for personal use or vehicles not licensed for street use.
- Vehicles not specifically designed and assembled by the manufacturer for sale in the U.S., (Gray Market Vehicles).
- Motor homes, campers, trailers and recreational vans which include those with stoves, toilets, refrigerators, electrical hook-ups, generators and water systems.
- Vehicles with a load capacity in excess of 1-ton or gross vehicle weight in excess of 11,000 pounds.
- Vehicles equipped with or used as snowplows.
- Government-owned vehicles.
- Driver training vehicles.
- Limited production or non-hybrid/non-mass produced electric vehicles.
- Flatbeds, step vans, panel vans, stake-beds, dump trucks, cut-away vans, tilt cab, cargo vans, and bus chassis.
- Foreign vehicles for which parts are not readily available.
- Vehicles with wheels that protrude from the body of the vehicle.
- Vehicles leased or rented to other operators by the applicant.
- Vehicles available to multiple drivers for sale or commercial use.
- Vehicles made available to regular or frequent non-listed operators for more than 25 hours during the policy term.
- Farm trucks requiring a federal motor carrier permit to operate.
- Garage or Service Station “loaner” vehicles.
- Vehicle Value or cost new over and including $70,000.
- Vehicles with prior damage in excess of $1,000.

Prior Damage
Vehicles with acceptable existing damage may be written with the company only if the vehicle has been inspected and photo(s) taken with a complete description of all damage noted on the inspection form. Vehicles with damage that may affect their safety and/or roadworthiness are unacceptable. If existing prior damage exceeds $1,000 do not bind physical damage coverage.

Coverages and Limits
Bodily Injury and Property Damage
Limits must be the same for all vehicles on the policy.

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<thead>
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<th>Coverage</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Bodily Injury Limits</td>
<td>$30,000/60,000</td>
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<tr>
<td>Property Damage Limits</td>
<td>$25,000</td>
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Uninsured/Underinsured Motorist Bodily Injury (UM/UIM)
- UM/UIM BI will be written on all vehicles covered for liability with the same limits, unless rejected in writing by the named insured.
- UM/UIMBI can be written without UMPD
- UMPD may be purchased without UM/UIMBI, on all vehicles,
- Any change in limits during the policy term requires a new selection/rejection form or the UM/UIM limits matching the BI limit will be applied and the appropriate premium charged.
- UM/UIM limits cannot exceed the BI/PD limits on the policy.

Inspection and photos required on all UMPD

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<th>Limits</th>
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<tr>
<td>Bodily Injury Limits</td>
<td>$30,000/60,000</td>
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<tr>
<td>Property Damage Limits</td>
<td>$25,000</td>
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Personal Injury Protection (PIP)
Personal Injury Protection will be written on all autos covered for liability unless rejected in writing by the named insured. If elected, PIP must be included on all covered autos.

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<tr>
<th>Coverage</th>
<th>Limits</th>
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<tr>
<td>PIP</td>
<td>$2,500 per occurrence</td>
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Medical Payments (MP)
- If selected, Medical Payments must be included on all vehicles and the limits must be the same on all vehicles.

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<tr>
<th>Coverage</th>
<th>Limits</th>
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<tr>
<td>MP Limits</td>
<td>$500 per occurrence $1,000 per occurrence</td>
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Physical Damage Coverage
Comprehensive and Collision are not available separately; they must be written together.
- Physical damage coverage will not be written on vehicles more than 15 years old, this includes UMPD. At renewal, physical damage coverage will be surcharged or policy will be non-renewed.
- Vehicles with a value or cost new of $70,000 (including 70,000) are prohibited. If endorsed onto the policy within the first Sixty (60) days, the policy will be cancelled. If endorsed after day sixty, the vehicle will be surcharged and policy set up for non-renewal.

Inspection and photos required on all comp/coll

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<th>Deductible Options</th>
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<td>Comprehensive (OTC)</td>
<td>250, 500, 1,000</td>
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<tr>
<td>Collision</td>
<td>250, 500, 1,000</td>
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Rental Reimbursement
Rental Reimbursement Coverages are available on all policies on a per vehicle level. (OTC and COL coverage is not required.)

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<tr>
<td>Rental</td>
<td>$20 per day $600 max per occurrence</td>
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Additional Equipment Coverage
Inspections and or proof of installation are required along with bill of sale/estimate from retailer showing the value of the covered equipment. All values are rounded to nearest hundreds. Total COMBIND max is $5,000.00.

Additional equipment package does NOT cover the following
- Conversion van/truck features.
- Any body part designed to enhance the speed or performance of the vehicle.
- Any device designed to evade detection of a motor vehicle violation.
- Any item that does not meet the requirements of the state law (e.g. tinting on front windshield or side windows).
- Video monitors viewable by the driver.
- Hydraulics.
- Snow Plows.
- Any equipment used for camping or residence.
- Any other equipment types not specifically identified.

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<th>Enhancement Description</th>
<th>Value/Amount</th>
<th>Max (round nearest hundred)</th>
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<td>Body Enhancements</td>
<td>$2,500</td>
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<tr>
<td>Electronics</td>
<td>$2,500</td>
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<tr>
<td>Rims, wheels, tires</td>
<td>$3,000</td>
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Non-Owner Coverage
This coverage can only be purchased for a liability only policy when the named insured requires an SR22 filing. **This coverage applies only to vehicles not owned by the named insured, employer, a relative, or a resident of the named insured’s household.** When the insured drives a vehicle it must be for private passenger use. **Business use is unacceptable.** The only driver afforded coverage on this policy will be the named insured. Coverage applies on an excess basis over any coverage available on the vehicle driven by the named insured.

Discounts
Some discount proof is required to be submitted to American Agencies. Please see your Policy Check List for these required documents.

Underwriting Tier Discount
The Underwriting Tier is determined by:
- Continuous prior insurance coverage and days lapsed, if any.
- Prior insurance BI limits, if applicable.
- Number of Non-chargeable incidents.

Multi-Car Discount
Discount may apply to select coverages for all vehicles when two or more vehicles are written on one policy.
Homeowner Discount
Discount may apply to select coverages for policies where the named insured owns a home, condominium, townhouse or mobile home. Proof of ownership includes copy of homeowner or owner dwelling policy, mortgage and or tax statement.

Renewal Discount
A renewal discount may apply to select coverages for each renewal but may be subject to a maximum cap.

Rollover Discount
The discount will apply after six months of continuous coverage with the Agency, during which there have been no claims and with no more than a 30-day lapse in coverage. Copy of Dec page from agency must accompany the application and cannot be combined with prior or Renewal discount.

**Surcharges**

Business Use Surcharge
Business use vehicles are those that represent a broader loss exposure than normal yet do not require coverage in a commercial auto program. A vehicle’s use is defined as business use for the operators who visit multiple work sites during one day, do not travel to the same work site each day or whose occupations require working at one job site for a period of time and then working at a different site for another period of time.

Inexperienced Operator Surcharge
Inexperienced Operator Surcharge applies when any driver, over the age of 19, who has been licensed less than three years in the U.S.

Non Licensed Driver Surcharge
A surcharge will apply until proof of a valid U.S. Driver’s License is received. An Inexperienced Operator surcharge will then be applied if the insured is age 19 or older.

Prohibited Operator Surcharge
A Prohibited Operator Surcharge applies if a driver is added to a policy midterm that does not meet the New Business eligibility requirements. The policy will be set up for non-renewal if outside the underwriting period and cancelled if inside the underwriting period.

Driving Surcharges
Surcharges points apply for both new and renewal business for an experience period of 36 months from the occurrence date. When multiple charges arise from one occurrence (same occurrence date), only the highest violation will be applied except in the event of an accident with a DUI or DUID charge. This information will be obtained from the driver(s) MVR and CLUE report.

**General Operations**

Address Changes
Out of state garaging address is unacceptable except for a multi car policy with a student away at school. The policy will need to be cancelled if the policy is within the underwriting period, otherwise non-renewed.

Driver Changes
Driver surcharges will automatically age off the policy at renewal based on the experience period.

Deletion of a co-named insured requires the named insure and co-named insured signatures.

SR22 Filing
An SR22 will be sent to the DPS. An SR22 processing fee should be included in the premium remitted to American Agencies Insurance Services. No commissions are paid on SR22 filing fee or processing fee.

Endorsements
Policy change requests should be submitted online using the Company website. Any endorsement that requires a signature or inspection and photos must be scanned and attached to the policy within three business days following the successful transmission of the endorsement to the Company.

Only the insured or spouse may request a change to the policy
- Suspension of coverage will not be permitted.
- Unless a future effective date is requested, endorsements will be made effective on the date and at the time electronically submitted or at 12:01 a.m. on the date following the postmark date if mailed.
- If a future effective date is requested, endorsements will be made effective at 12:01 a.m. on the specified date.
- A down payment is required on ALL additional premium endorsements. IT IS IMPERATIVE THAT A DOWN PAYMENT FOR ENDORSEMENTS IS COLLECTED AND REMITTED TO THE COMPANY.
The Company will require a vehicle inspection and photos for the following:
- Addition of OTC/COLL or UMPD coverage to an existing vehicle
- Additional vehicle with OTC/COLL or UMPD coverage

All premium change endorsement will reflect the rate in effect at the beginning of the policy term.

Vehicle Changes
Deletion of a vehicle requires the named insured’s signature.

Rewrites
Cancelled or expired policies, sixty (60) days or less, may be rewritten at the company’s discretion, subject to the underwriting rules and rates in effect at the time of the rewrite. Rewritten policies are new policies and will be effective as of the rewrite date.

Renewals
- To be renewed with no lapse in coverage, premium payment must be postmarked or uploaded ON OR BEFORE the expiration date.
- If a policy is eligible for reinstatement prior to the expiration date of the current term, the policy must be reinstated before it can be renewed.
- If a renewal payment is postmarked or uploaded within 60 days after the expiration date, the policy will be renewed with a lapse in coverage and will be subject to the rates in effect at the time coverage is provided.
- The policy may not be renewed if there is more than a 60 day lapse after expiration and must be rewritten.

Non-Renewals
The company will issue non-renewals at least 30 days prior to the policy expiration date. Non-renewals will be issued for any of the following reasons:
- The insured moves out of state.
- Prohibited operator added during the policy term.
- Prohibited vehicle or coverage added during the policy term.
- Risk no longer meets Company guidelines.
- There are more than 6 vehicles covered on the policy.

Cancellations
American Agencies will determine the effective date of cancellation and send a Notice of Cancellation to the insured and any third party interest as required.

Flat Cancellation
Flat cancellations are allowed for the following reasons.
- After the inception date when an insured’s down payment check is returned in the form of an insufficient funds check. A charge for the insufficient funds check applies.
- When a producer receives an insured’s down payment NSF. American Agencies must receive a copy of the front and back of the returned check within 20 days of the policy effective date.
- Evidence of duplicate coverage is received.

Non-Payment Cancellation
Non-payment cancellations will be reinstated only if the full payment is uploaded or postmarked on or before the effective date of cancellation.

A late fee applies on all installment payments that are not made in full between the due date and the cancellation date.

Company Cancellation
The company will cancel within the first 60 days for any of the following reasons.
- Policy with Claims within the first 60 days will be reviewed
- Any policy with an unacceptable driver or vehicle.
- Failure to submit any required signed documents.
- Garaging address of the vehicle.

Policies cancelled due to missing documentation may be reinstated only if all requested information is received on or prior to the effective date of cancellation and payments are current.

Insured Request
The named insured may request cancellation by mailing or faxing to the company a written signed request to cancel.
Refund Checks
If the policy account balance is overpaid, the excess policy premium will be applied to the renewal. If the policy does not renew, a refund check will be issued.

All credit balances created by endorsements or overpayment will apply to the next installment until all future installments have been satisfied. Any remaining credit balance will be applied to the renewal and follow the above refund procedures.

Refund checks due to cancellation will be mailed to the named insured.

**APPLICABLE FEES**

Policy Fee
A policy fee will be assessed to each new and renewal policy.

NSF Fee
An NSF fee will be charged to any check drawn on a bank or credit account with insufficient funds. This includes Electronic Funds Transfer.

SR22 Fee
SR22 fee is charged at New Business and each Renewal for any and all drivers required to file Financial Responsibility to the State.

Automobile Burglary and Theft Prevention Authority (ABTPA)
In accordance with Rule 15 in the Texas Automobile Rules and Rating Manual, all auto policies providing primarily liability coverages are subject to the Automobile Theft Prevention Authority Fee. This fee is fully earned and is charged on both new and renewal policies.