



# ENDEAVOR GENERAL AGENCY

“Endeavor General Agency Program”

Effective

October 15, 2012 New Business

November 15, 2012 Renewal Business

TEXAS  
AGENT RULE GUIDE

Underwritten by Old American County Mutual Fire Insurance Company  
through Endeavor General Agency LLC

# TABLE OF CONTENTS

## **PHONE DIRECTORY & MAILING INFORMATION** **(PAGE 3)**

DEPARTMENTS  
CUSTOMER SERVICE AND AGENCY SERVICES  
PTS System SUPPORT  
SUPPLIES  
CLAIMS  
ENDEAVOR PERSONNEL  
CORRESPONDENCE

## **GENERAL INFORMATION (PAGE 4)**

QUOTING  
24 HOUR CLAIMS SERVICE  
AGENT/BROKER NOTIFICATION  
AGENT/BROKER DUTIES  
COMMISSION

## **UNDERWRITING GUIDELINES (PAGES 5-6)**

MATERIAL MISREPRESENTATION  
UNACCEPTABLE DRIVERS  
UNACCEPTABLE VEHICLES OTHER  
UNACCEPTABLE POLICIES  
BUSINESS USE  
STUDENTS AND MILITARY

## **SPECIAL PROGRAMS (PAGE 6)**

EXCLUSIONS  
FINANCIAL RESPONSIBILITY FILINGS

## **BINDING RULES (PAGES 7-8)**

BINDING  
BINDING AUTHORITY  
UPLOAD COMPLIANCE AUDIT REQUIREMENTS  
IMPORTANT REMINDERS ABOUT UPLOAD

## **DISCOUNTS (PAGE 9)**

MULTI-CAR  
HOMEOWNER'S INSURANCE  
PAID-IN-FULL  
ADVANCED QUOTING  
YEARS CLEAN  
EFT  
HOMEOWNER WITHIN AGENCY

## **RATING RULES (PAGES 10-11)**

GENERAL RATING RULES  
HOUSEHOLD RATING FACTOR  
HOUSEHOLD RISK FACTOR  
DETERMINING POINT ASSIGNMENTS  
MERIT TABLE  
DETERMINING FAULT FOR ACCIDENTS  
TERRITORY RULES  
DRIVER ASSIGNMENTS

## **COVERAGES AND LIMITS (PAGES 12-13)**

BODILY INJURY AND PROPERTY DAMAGE LIABILITY  
UNINSURED MOTORIST  
MEDICAL EXPENSE  
PERSONAL INJURY PROTECTION  
PHYSICAL DAMAGE  
TOWING AND LABOR  
MEXICO COVERAGE

## **POLICY SERVICES (PAGES 14-15)**

ENDORSEMENTS  
CANCELLATIONS  
REINSTATEMENTS  
AUTOMATIC REWRITE  
RENEWALS

## **BILLING INFORMATION (PAGE 16)**

SIX MONTH POLICY PAYMENT OPTIONS  
PAYMENT GUIDELINES  
PAYMENT METHODS

# PHONE/FAX DIRECTORY & MAILING INFORMATION

## DEPARTMENTS

CUSTOMER SERVICE AND AGENCY SERVICES 877-285-1296

**Option 1 Personal Auto Billing Information or Customer Service**

- Policy Endorsements can be made over the telephone!
- Customer Service: Mon-Fri 8:30am-5:30pm CST & Sat 10am-2pm CST
- Toll Free Fax Number for Underwriting: 866-737-5163 Attn: Underwriting

## ENDEAVOR PERSONNEL

- Agency Records Dept **877-285-1296 Ext. 7003**
- Accounting Dept **877-285-1296 Ext. 7033**
- Marketing Dept **877-285-1296 Ext. 7028**
- Agency Support **877-285-1296 Ext. 7014**

## CORRESPONDENCE

**Renewals Payments:** P. O. Box 975031 – Dallas, TX – 75397-5031

**Agent Correspondence:**

Underwriting – 3723 S. FM 551– Royse City, TX – 75189

**Toll Free Fax Number:** 877-848-5979

## ENDEAVOR ONLINE - <http://ENDEAVORGA.COM>

**Get a Quote ON THE WEB:**

*QUOTE AND UPLOAD NEW BUSINESS AND PRINT QUOTES AND APPLICATIONS ONLINE!*

**Online Endorsements:** Quote and process changes to active policies in REAL TIME, 24 hours a day, 7 days a week!

Current endorsements available online include: **(All endorsements that create additional premium must be paid for at the time of the endorsement. Agent must collect and post additional premium or it will be charged to their premium account. Please remember to fax all signed endorsement forms to 1-866-737-5163)**

- Add/Delete vehicles
- Change driver information
- Change insured's address
- Add a new driver
- Add/Delete a lienholder
- Change lienholder information

**View a Policy (Policy Access Link):** View online account information and make payments.

**Reports:** Run reports to help manage your book of business.

## **GENERAL INFORMATION**

### **QUOTING**

Please refer to Endeavor's ISI web based rating and policy tracking software, the Endeavor Web Rater (<http://ENDEAVOR.COM>) or a comparative rating system. All quotes submitted as new business applications must be uploaded through our web system and payment applied.

### **CLAIMS SERVICE**

Endeavor offers fast and worry free claims service. Producers should instruct applicants or claimants to report all claims, no matter how small, immediately to the Company. A Company representative is available Monday thru Friday 8:30-5:30 by calling (877) 285-1296. Reporting losses immediately speeds up processing.

### **AGENT/BROKER DUTIES**

The Agent's duty to the insured includes explaining:

1. All regular operators who have access to the covered vehicles must be listed on the policy. All members of the household age 15 or older who are not eligible for coverage must be listed on the policy as an excluded driver.
2. There is no coverage under this policy for an excluded operator driving a listed vehicle.
3. The policy is a contract between the insured and Endeavor General Agency / Old American County Mutual Fire Insurance Company. The Policy Declaration contain the full terms of the agreement. A quote does not bind Endeavor General Agency / Old American County Mutual Fire Insurance Company to a rate or coverage.
4. The insured should read the Policy and contact their agent with questions.
5. Discounts and surcharges may apply to this program.
6. The insured has options in purchasing coverage's, limits and deductibles.
7. Agents should refer insured's to Endeavor General Agency only for billing questions and to report claims. Counsel must be provided by the agent.
8. All claims are to be called in directly to Endeavor General Agency by the insured.

### **COMMISSION**

In general, your commission statement will reflect all transactions processed for the 1<sup>st</sup> through the end of each month. For questions regarding your commission or commission statement, call 877-285-1296 and speak with accounting.

## **UNDERWRITING GUIDELINES**

### **MATERIAL MISREPRESENTATION**

Material misrepresentation on the application may affect the applicant's eligibility to receive the benefits of our insurance contract. The applicant is obligated and responsible for truthful, complete disclosure of all information requested on the application, endorsement requests, renewal inquiries and all additional risk information inquiries made by the Company. The Company has the right to not pay a claim on a policy if information presented on an application or renewal questionnaire is false, misleading, results in a premium change or results in us accepting an otherwise unacceptable risk. The Company may cancel or rescind the policy in accordance with state guidelines, or collect the additional premium due from inception should misrepresentation be discovered.

### **UNACCEPTABLE DRIVERS**

Named insured's in a household where a potential operator:

1. Has a physical or mental impairment or is age 75 and over, unless a signed physician's statement is submitted with the application stating the driver represents no greater driving risk than average drivers.
2. Has been convicted of insurance fraud.
3. Has an expired, revoked, or canceled license, unless that operator is excluded from coverage.
4. Has more than one Endeavor policy in the household (unless they exclude the other parties and carry identical limits of liability).
5. Fails to disclose all members of the household age 15 or over on the application.
6. Refuses to disclose information requested on the application or requested by Endeavor staff.
7. Does not physically reside in Texas at least 10 months of the year.
8. Is acquiring this policy for the sole purpose of renting a car.
9. Does not garage the vehicle in the state of Texas.
10. Has more than 10 points.
11. Requires a Financial Responsibility Filing (SR-22) in any state other than Texas.
12. Has a vehicle that is not registered or titled to the Named Insured.
13. Has been convicted of 2 or more DWI's
14. Who work outside of Texas.
15. Is under the age of 18 year of age.
16. Has an adverse prior claims history.
17. Has a drivers licensed issued in any state other than Texas and has not applied for a Texas drivers license within 30 days of the effective date of coverage

### **UNACCEPTABLE VEHICLES**

1. All vehicles with a load capacity in excess of 10,000 GVW (>1 ton). This refers to the weight carried by the vehicle and not the weight of the vehicle itself.
2. Taxicabs, limousines, emergency, escort vehicles and buses.
3. Vehicles used for pickup or delivery of goods at any time including pizzas, magazines and newspapers.
4. Vehicles used for public livery, conveyance and company fleets.
5. Any vehicle similar to bajas, dune buggies, U-drives, sandrails, street rods, electric cars, or kit cars.
6. Vehicles with altered suspensions.
7. Vehicles with more or fewer than 4 wheels.
8. Vehicles that are custom built or have plastic or stainless steel bodies.
9. Classic, antique or special edition cars or cars appreciating in value.
10. Vehicles which are non-motorized.
11. Vehicles not registered for street use or complying with U.S. safety standards.
12. Vehicles made available to unlisted drivers for any use including business use such as sales, farming, or artisan use (e.g. pooled vehicles).
13. Vehicles equipped with snowplowing equipment, cooking equipment or bathrooms, including motor homes or travel trailers.
14. Vehicles valued in excess of \$35,000 for liability coverage and \$35,000 for physical damage coverage.
15. Vehicles reported as a total loss by a prior insurer or with salvaged or reconstructed titles.
16. Any vehicle not garaged in Texas at least 10 months a year.
17. Vehicles used to transport nursery or school children, migrant workers, or hotel or motel guests.
18. Any vehicle, regardless of make or model, which has been substantially modified in appearance or performance (mechanical or body).
19. Vehicles with permanent or removable business-solicitation logos or advertising.
20. Any vehicle carrying explosives or flammable substances.
21. Vehicles used in illegal enterprises or activities.
22. All vehicles owned or leased by a partnership or corporation.
23. Any vehicle used in a commercial, business or artisan type use.

## **BUSINESS USE**

We do not offer policy coverage to any vehicle used in a business application.

## **STUDENTS AND MILITARY**

Endeavor will provide coverage for students/military whom:

1. Attend school or are stationed in Texas.
2. Provide our Company with the zip code where their car is principally garaged. Endeavor will rate the higher of the permanent address or student/base address.
3. List the name of the school/base and address on their application.

## **SPECIAL PROGRAMS**

### **EXCLUSIONS**

All members of the household age 15 or older who are not eligible for coverage must be listed on the policy as an excluded driver. All regular operators who have access to the covered vehicles must be listed on the policy. Drivers with their own vehicle or own insurance must be listed on the policy as Active or Excluded. Select the appropriate status when quoting the policy. Input the name and date of birth for ALL persons listed. Failure to list all drivers at the time the application is submitted may be considered fraudulent misrepresentation, and as such the drivers may be added back to policy inception with applicable surcharges, or the misrepresentation may be grounds for policy cancellation.

To exclude an individual:

For new business policies, have the named insured list the specifically named operator(s) as excluded from coverage and complete and sign the Driver Exclusion block of the application as well as the company generated 515 form. This exclusion may only be revoked by an endorsement request to add the excluded operator(s) to the policy as a driver.

For in force policies, have the first named insured complete and send our Company's Driver Exclusion endorsement showing the effective date of the change. Observe proper binding rules and the endorsement will become effective for the balance of the policy term.

Additional interests may be excluded. Inform the first named insured the additional interest has no coverage if driving the vehicle.

Registered owners may be excluded. List them as an additional interest if the financing arrangement requires them to be listed on the policy.

### **FINANCIAL RESPONSIBILITY FILINGS (SR-22)**

A flat \$2.00 charge, earned in full at inception on a policy term basis, will be added to the policy premium per request. When requesting an SR-22, make sure the guidelines below are followed:

1. The agent may only issue the SR-22 when the application is uploaded. Endeavor will not issue the SR-22 to the State. It is the insured's responsibility to file the SR-22 with the appropriate state agency.
2. Filings may be issued only for Texas. Out of state filings are not allowed.
3. Filings may be issued for any active driver on the policy.

## **BINDING RULES**

### **BINDING**

#### **EFFECTIVE DATE**

For all acceptable private passenger risks, coverage becomes effective no earlier than the date and time of upload. Agency EFT is 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):

1. Valid money from the insured must accompany the application via EFT. Payments returned for uncollectible or insufficient funds void the policy in its entirety back to inception.
2. The application and all applicable forms are completed in full, signed by the agent and the applicant.
3. The applicant, all operators and each vehicle meet the underwriting guidelines.
4. Details of all chargeable and non-chargeable accidents/violations are listed on the application.
5. For policies with Collision and Comprehensive coverage applied, the agent must submit photos and inspection reports on all vehicles with these coverage's applied.
6. All documentation as well as supporting documentation has been provided and submitted to Endeavor General Agency.

### **BINDING AUTHORITY**

When binding, agents:

1. Do not have the authority to issue policies, endorsements, or cancellation notices unless specifically authorized to do so in writing by our Company.
2. May not permit a solicitor or broker to bind our Company on a risk.
3. Must obtain a copy of the license for all listed drivers.
4. On any application with a driver who has a physical impairment, mental impairment or is age 75 or older, should include an Endeavor Physician's Statement form signed by a physician. The form must confirm the driver's ability to operate a vehicle safely.
5. For spouses with different last names, must obtain a copy of their legal marriage certificate or single rates will apply. Spouses must reside in the same household to qualify for married rates.
6. Must obtain names and information on all persons age 15 or older residing in the household (licensed or not).
7. Should have insured send in gross amount. Do not retain commission.
8. Should follow Upload Compliance Requirements described below.
9. Must use Agency Electronic Funds Transfer or Insured Credit Card for the down payment on uploaded policies.
10. Should never upload an application until down payment has been received from the insured.
11. 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.

## **UPLOAD COMPLIANCE AUDIT REQUIREMENTS**

The following documentation must be faxed to Endeavor General Agency when a new application is uploaded (if applicable to your policy):

1. Application Signature Page (including UM selection/rejection form, PIP rejection form and any applicable proof for selected discounts if applicable)
2. Features and Limitations Disclosure
3. Endeavor Driver Exclusion form
4. Inspection Report and Photos if applicable

## **IMPORTANT REMINDERS ABOUT UPLOAD**

1. After you have successfully uploaded an application, you will receive a message indicating the transmission has been successful and a policy number.
2. The policy number will be printed on the application.
3. The down payment amount will be electronically transferred from your designated account in two (2) business days.
4. If the transmission is not successful, please call our underwriting desk at (877) 285-1296
5. The documents that are indicated to be faxed must be done so immediately (no later than 24 hours of upload) to (866) 737-5163"
6. If erroneous information is uploaded, please contact the underwriting department immediately.
7. Policies are effective no earlier than at the time and date of upload.



## **DISCOUNTS**

### **Multi-Car**

This discount is automatically applied when two (2) or more vehicles are listed on the policy with like coverages.

### **Home Owners**

A discount will be applied if either the Named Insured or their spouse owns a home, mobile home, condominium or town home. Acceptable proof is a homeowner declarations page, tax notification or mortgage coupon.

### **Prior Insurance**

A discount will be given if the Named Insured or their spouse has maintained an automobile insurance policy for six (6) consecutive months with no greater than a thirty (30) day lapse.

### **In Agency Transfer**

A discount will be given if the Named Insured or their spouse has had an active automobile policy for 1 month with the agency which has bound their Endeavor policy.

### **Annual Renewal**

A discount will be given if the named Insured maintains their current policy with no lapse in coverage and no claim activity for 12 months.

### **Paid in Advance Discount**

A discount will be given if the named insured pays the monthly premium in advance for 3 months.

# RATING RULES

## GENERAL RATING RULES

### 1. CHARGEABLE PERIOD

Chargeable period is the 35 months prior to the policy inception. To determine if the accident or violation took place in the chargeable period, use the conviction date. If two or more violations or accidents occur during the same incident, If two or more violations or accidents occur during the same incident, all violations or accidents will be charged points. We will charge for all accidents or violations occurring while a driver is operating a private passenger auto, commercial vehicle, or recreational vehicle.

### 2. ACCIDENTS

Points are assigned to accidents resulting in death, bodily injury or damage to property, including named insured's bodily injury or property damage.

### 3. FOREIGN OR INTERNATIONAL DRIVER'S LICENSE

A Foreign or International Drivers License is defined as being licensed in a country outside the United States. As soon as a U.S. Driver's License is obtained, please provide a copy to Endeavor General Agency.

## RATING FACTOR

The rating factor is determined by the age, points and marital status of all listed drivers. The vehicles age, model year and symbol set. This highest rated driver will be rated against the highest rated vehicle when developing Bodily Injury, Property Damage, Other than Collision and Collision coverage's.

## DETERMINING POINT ASSIGNMENTS

### SUMMARY OF POINT SURCHARGES

<u>Violation Group</u>	<u>First Occurrence</u>	<u>Other Occurrences</u>
Major Violations	6	6
Minor Violations	1	1
At Fault Accidents	3	3
Alcohol, Drug Related	6	6
Speeding	1	1
No Photos or Inspection Report	6	N/A

- \* Major violations include, but are not limited to: drag racing, felony involving vehicle, elude/flee police, leaving the scene, reckless/negligent, driving under suspension/revocation.
- \* Minor violations include, but are not limited to: failure to obey traffic device, failure to yield, improper passing or U-turn, following too closely, wrong side/left of center, failure to report/false reporting.

## **DETERMINING FAULT FOR ACCIDENTS**

Points are computed by the Endeavor iSI system. All accidents are chargeable, even if incurred while on business, unless written proof that the listed driver is not at fault is provided with the application. Proof may be in the form of a police report, a letter from a previous insurance company, or other legal document that exonerates the applicant from fault.

## **TERRITORY RULES**

The Endeavor is system will convert garaging zip codes to the proper rating territory. If the vehicle is garaged in a valid zip code not provided for on the PTS system, call 877-285-1296. Endeavor will provide you with a zip for the purposes of rating.

Use the zip code in which the vehicle is principally garaged. **Don't use the mailing address zip code.** The vehicle must be garaged in Texas 10 months out of the year. Vehicles owned and registered in Texas and normally garaged out of state are unacceptable risks.

If the vehicle and insured move out of state during the policy term, the policy will be cancelled using the pro-rate method.

## **DRIVER ASSIGNMENTS**

Encourage the applicant to fully disclose all information to avoid the need for premium adjustment and/or cancellation. Failure to report all regular and occasional operators to Endeavor may constitute material misrepresentation of risk. Only one policy is allowed per household (unless they exclude the other parties and carry identical limits of liability).

Make sure the applicant reports all:

1. Unlicensed individuals. Unlicensed individuals include only those individuals that have never held a driver's license. Unlicensed individuals are rated, and must be listed on the application.
2. Regular or frequent vehicle operators.
3. Persons 15 years or older who are not eligible for coverage must still be listed on the policy as an excluded driver. Excluded drivers will not be considered in the policy rating.

Married is defined as any driver who is legally married or who is deemed married pursuant to the laws of Texas. Any driver that does not meet the Endeavor definition of married, including Widow / Widower, will be rated as single. Married couples that are living apart, except those living apart due to military service obligations, are rated as single.

## **COVERAGES AND LIMITS**

BI, PD, UMBI, UMPD and PIP limits must be the same for all vehicles of a multi-car risk. Applications submitted without the appropriate signatures or forms will be assigned coverage according to the guidelines below.

**Refer to the appropriate policy or endorsement form for the details of the coverage provided.**

### **BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Liability Coverage for insured vehicles applies to an additional interest.
2. Policies with vehicles regularly driven out of state must purchase the minimum limits of coverage mandated by the jurisdiction in which the vehicle is operated.
3. The Property Damage Liability limit may not exceed per person Bodily Injury Liability limit.

#### **Endeavor General Agency Program**

<u>BI Limit Options</u>	<u>PD Limit Options</u>
30,000/60,000	25,000

### **UNINSURED/UNDERINSURED MOTORISTS**

**(Photos are required)**

Uninsured/Underinsured Motorist is a mandatory coverage that can be rejected in writing by the named insured. When selected, Uninsured Motorists Bodily Injury Coverage (UMBI) and Uninsured Motorists Property Damage Coverage (UMPD) will only be offered at the same limit as the selected Bodily Injury and Property Damage limit. This coverage applies to all vehicles on the policy.

#### **Economy Program**

<u>UMBI Limit Options</u>	<u>UMPD Limit Options</u>
30,000/60,000	25,000

1. UMPD carries a \$250 deductible.
2. If UMBI coverage is selected, it must be written for all vehicles on the policy and at the same limit of liability for each vehicle.

### **PERSONAL INJURY PROTECTION**

Personal Injury Protection is a mandatory coverage that can be rejected in writing by the named insured. When selected, Personal Injury Protection must be written for all vehicles on the policy and at the same limit of liability for each vehicle.

#### **Economy Program**

<u>PIP Limit Options</u>
2,500

### **PHYSICAL DAMAGE**

**(Photos are required)**

1. Physical Damage only policies are not available.
2. Physical Damage Coverage is not provided for custom, non-standard, optional or add-on equipment that is not part of the standard vehicle manufacturer (not dealer) options. Physical Damage Coverage is not provided for sound equipment including, but not limited to: tapes, phones, records and sound receiving/transmitting equipment designed for use as citizens band radios, two-way mobile radios, scanning monitor receivers, television sets, or their accessories or antennas, or any other electronic equipment.
3. Physical Damage Coverage is not available on trailers or any vehicle that is not a private passenger auto.
4. If Collision Coverage is selected, Statutory Liability Coverages and Comprehensive Coverage must also be selected.

<u>Comprehensive</u>	<u>Collision</u>
<u>Deductibles</u>	<u>Deductibles</u>
500	500
750	750
1,000	1,000

## **TOWING AND LABOR**

1. Towing and Labor is an optional coverage for all vehicles with Liability or Physical Damage.
2. If selected, Towing and Labor must be selected for **ALL** vehicles on the policy.
3. Towing and Labor Coverage reimburses the policyholder for charges incurred from a legally licensed tow-truck operation if the services are provided immediately after a disablement.
4. Limits must be the same for all vehicles of a multi-car risk.

### Available Limits

\$40 disablement / \$240 Max

## **RENTAL REIMBURSEMENT**

1. Rental Reimbursement Coverage is an optional coverage for all vehicles with Physical Damage Coverage only.
2. 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.
3. If selected, Rental Reimbursement Coverage must be selected for **ALL** vehicles on the policy with Physical Damage Coverage.
4. Rental Reimbursement Coverage provides transportation expenses if an insured auto with Comprehensive Coverage is stolen.

### Available Limits

\$20 per day / \$600 Max

## **CUSTOM OR ADDITIONAL EQUIPMENT**

1. Must have Physical Damage Coverage if Custom or Additional Equipment Coverage is selected.
2. Coverage for custom, non-standard, optional, add-on equipment and sound transmitting/receiving equipment not installed by the original manufacturer (dealer installs do not qualify) are subject to an additional charge. Such equipment is excluded from our Physical Damage Coverage unless an additional premium is paid. To receive coverage on these items, have the named insured itemize the equipment on the application, provide receipts and pay the additional premium required.
3. Examples of custom or additional equipment include:
  - a. Special roofs and deluxe roof treatments.
  - b. Sound reproducing equipment not installed by the original manufacturer. Examples include receivers, amplifiers, radios and cassettes.
  - c. CB radios permanently attached in or under the dashboard.
  - d. Custom paint work and deluxe exteriors.
  - e. Chrome, reverse chrome, alloy or magnesium wheels, wheel covers, aluminum wheels and wire-spoke wheels.
  - f. Camper tops and utility trailers which do not have sinks or bathroom facilities.
  - g. Car telephones permanently attached to the vehicle.
  - h. Safety alarm or anti-theft not installed by the original equipment manufacturer.
4. Examples of unacceptable custom or additional equipment include:
  - a. Televisions, VCR's and radar detectors.
  - b. Vehicles with sinks, bathrooms and toilet facilities.
  - c. Additional equipment not permanently installed in the vehicle.
  - d. Custom murals, nose bras and insect shields.
  - e. Equipment in an unlocked or open vehicle and not covered.
  - f. Equipment for which an appropriate value cannot be determined or verified.

## **MEXICO COVERAGE**

Mexico coverage pursuant to endorsement (551 Limited Form) is **NOT** included.

Mexico coverage pursuant to endorsement (550 Broad Form) is an available coverage option for liability only policies.

**Form 550 coverage is not available on policies that contain Comprehensive or Collision Coverage**

## **POLICY SERVICES**

### **ENDORSEMENTS**

Endorsement requests may be phoned, faxed or processed through the ISi system. The endorsement will become effective the date and time of phone or facsimile notice or the moment the data is submitted via the ISi system. Please note each change request must be entered separately with detailed notes. DO NOT BACKDATE COVERAGE.

Many endorsements can be completed online at <http://endeavor40.live.ptsapp.com>

Premium changes that result from endorsements will be viewable through the E-Quote function. At the time the endorsement is processed, any change resulting in an additional premium will be collected and applied at the time the endorsement is processed. Changes resulting in return premium are applied as credits to future charges.

1. **DELETING VEHICLES OR COVERAGES**

When deleting a vehicle or coverage, we require you obtain the named insured's signature.

2. **POINT/CLASS REDUCTION**

A policy will not be reclassified and re-rated for point charges that expire during the policy term. Class or point reductions are permitted if the operator(s) for whom points were charged is no longer a member of the household and no longer operates the insured vehicle. Marital status changes will be accepted mid-term if proof of status change is provided. Mid-term adjustments are not made as a result of a change in points or attained driver age.

3. **CHANGE OF DRIVER**

You may add or delete a driver as household changes warrant. If we discover unlisted drivers, we may deny coverage and/or add the driver to the policy effective to the inception date. Joint named insured's must be legally married. Any removed driver from a policy will only be removed with a signed 515A Exclusion form excluding the removed driver.

4. **CHANGE OF AGENT**

The agent cannot be changed mid-policy term. The insured may change agents at renewal if they sign an agent of record letter and mail it to our Company.

5. **MISSING INFORMATION**

If any information substantiating a rate is not attached to the policy application, the policy may be issued at a higher rate not requiring the documentation. The original rate will be endorsed onto the policy effective the day after postmark of the missing information to our Company.

6. **DELETION OF UM/UIM COVERAGE**

The insured's signature on the UM/UIM selection/rejection form is required to process UM/UIM changes.

7. **REDUCTION OR DELETION OF PIP COVERAGE**

The insured's signature on the PIP rejection form is required to process PIP changes.

### **CANCELLATIONS**

1. **IMPROPER INFORMATION**

A cancellation notice will be issued if proper information is not submitted with the application. The policy may be reinstated only if all requested information is received prior to the effective date of cancellation and payment is current. Reinstatement is based upon receipt of the information requested and is at the discretion of our Company.

2. **FLAT CANCELLATIONS**

Flat cancellations are not permitted after the inception date of a policy for any reason other than NSF down payment. Policies with NSF down payment checks will be cancelled and considered null and void.

3. **CANCELLATION REQUESTED BY INSURED**

a. We require you obtain the named insured's signature.

b. The effective date of cancellation will be the later of the day after request is postmarked or the day the request is faxed or phoned to Endeavor.

c. In the event of total loss, liability coverage continues until the insured sends a cancellation request.

5. **COMPUTATION OF PREMIUM EARNED BY OUR COMPANY**

Computation of premium by our company will be calculated using the pro-rate method. Computation of premium earned is calculated on a daily basis. Refunds of premium that equal \$5.00 or more will be issued within 30 days of the cancellation date.

### **REINSTATEMENTS**

When a policy is pending cancellation due to missing information, it will be reinstated if all requested information is received prior to the cancellation date and there is no outstanding balance due as a result of missed installment payments.

### **AUTOMATIC REWRITE**

To help you retain more of your Endeavor customers, policies cancelled for non-payment of premium may be rewritten with a lapse in coverage without submitting a new application, forms, etc.

If payment is received within 30 days after the non-payment cancellation date, the policy will be automatically re-written. The payment **MUST** be equal to or greater than the balance owed on the cancelled policy. The rewrite term will be effective the date and time payment is received. Rewrite is contingent upon payment clearing the financial institution. Payments returned unpaid

will nullify any rewrite.

## **RENEWALS**

Prior to expiration, notification will be sent directly to the insured advising them of the availability of coverage. An insured that does not respond to the notification is presumed to have cancelled their policy.

Policies will be renewed without a lapse in coverage if the amount due on the renewal notification is received on or before the renewal effective date. If payment is received after the renewal effective date, the policy will be automatically renewed with a lapse in coverage and the renewal term will be effective the date and time payment is received if the renewal payment is posted by the agent. If the payment is mailed to Endeavor General Agency, the effective date will be 1 day after postmark. After 30 days, the policy is no longer eligible for renewal. Renewal is contingent upon payment clearing the financial institution. Payments returned for non sufficient funds will nullify any renewal but the policy can still renew with a lapse until the 30<sup>th</sup> day after expiration if the premium payment is paid in full.

Attach the renewal slip to ensure the payment is applied to the proper policy period. Credit balances on prior policies will be forwarded to the renewal. Policy term must be paid in full for renewal to take effect.

Premium will be adjusted if a chargeable loss or chargeable violation has occurred after the date of renewal quote issuance and before the inception date of the renewal policy.

*TAC Chapter 5.401(d) of the Texas Administrative Code for the past three (3) years This code states...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 at the inception date of the renewal poli*

## **BILLING INFORMATION**

### **PAYMENT PLANS**

<b><u>Policy Term</u></b>	<b><u>Bill Plan</u></b>	<b><u>Down Payment</u></b>	<b><u>Installments</u></b>	<b><u>Installment Due Date</u></b>
1 Months	Paid-in-Full	100%	0	30 days
3 Months Paid in Advance	Paid-in-Advance	100%	0	90 days

### **PAYMENT GUIDELINES**

1. Renewals are billed directly to the insured.
2. Additional money provided with the down payment will be applied to the future renewal.
3. Do not retain commission.
4. Checks dated after the postmarks are not negotiable and not considered payment to our Company.
5. Payments received after the due date will be posted 1 day after the postmark.
6. A \$25 NSF fee will be charged for any payment that is returned by the financial institution.
7. A \$25 NSF fee will apply to any agent that submits an agency check that is returned by the financial institution.
8. A policy fee of \$12 will be charged for each monthly policy and is nonrefundable in the event of cancellation.
9. A policy fee of \$24 will be charged for each 3 month policy and is nonrefundable in the event of cancellation.
10. A policy fee of \$72 will be charged for each 6 month policy and is nonrefundable in the event of cancellation.
11. A policy fee of \$144 will be charged for each 12 month policy and is nonrefundable in the event of cancellation.
12. A Theft Prevention Fee of \$.17 will be charged for each vehicle carrying liability coverage on a 1 month policy.
13. A Theft Prevention Fee of \$.50 will be charged for each vehicle carrying liability coverage on a 3 month policy.
14. A Theft Prevention Fee of \$1.00 will be charged for each vehicle carrying liability coverage on a 6 month policy.
15. A Theft Prevention Fee of \$2.00 will be charged for each vehicle carrying liability coverage on a 12 month policy.
16. A fee of \$3.00 will be applied to payments made using Visa, Mastercard, Discover and American Express
17. A \$2.00 restart fee will be charged for any policy which coverage expires and a transaction is applied to restart the policy.

### **PAYMENT METHODS**

#### **NEW BUSINESS DOWN PAYMENT OPTIONS**

Cash Paid to the Agent  
 Credit Card  
 Agent EFT  
 Personal Check  
 Money Order

#### **INSTALLMENT AND RENEWAL DOWN PAYMENT OPTIONS** Insured

Cash Paid to the Agent  
 Credit Card  
 Agent EFT  
 Personal Check  
 Money Order  
 Insured Account Draft