



National Unity Insurance Company

Personal Auto Program

TEXAS  
AGENT RULE GUIDE

Effective

December 1, 2015 New Business  
January 1, 2016 Renewals

Underwritten by National Unity Insurance Company  
through Endeavor General Agency LLC

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## **GENERAL INFORMATION**

### **QUOTING**

Please refer to Endeavor's web based rating and policy tracking software, the Endeavor Web Rater <http://ENDEAVORGA.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 8:00-7:00 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 / National Unity Insurance Company. The Policy Declaration contain the full terms of the agreement. A quote does not bind Endeavor General Agency / National Unity 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 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 a 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 1 accident in the past 3 years.
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 operating a motor vehicle while under the influence of narcotics or alcohol.
14. Who work outside of Texas.
15. Is under the age of 18 year of age.
16. Has an adverse prior claims history. Has submitted three or more claims in the past three years.
17. Is older than 75 years of age.
18. Has accumulated more than 7 points using per our risk eligibility point assessment located on page10.

## **UNACCEPTABLE VEHICLES**

1. All vehicles with a Gross Vehicle Weight Rating (GVWR) in excess of 10,000 lbs. GVWR .
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. (Dually 1 tons are acceptable)
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 \$40,000 for liability coverage and \$40,000 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.
24. Vehicle that is not registered or titled to the Named Insured, unless registered owner listed on policy as excluded driver.

## **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: **Use form 515A**

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 515A 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 \$25.00 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 responsibility to file the SR-22 with the appropriate state agency.
2. Filings may be issued only for TX. 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 or Insured EFT must be selected for all new policy down payments. The appropriate payment must be deposited in your account and made available for sweep within two business days of upload.

#### **DOCUMENTATION**

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

1. Valid money from the insured must accompany the application via EFT. Policy down payments returned for uncollectible or insufficient funds void the policy in its entirety back to inception.
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 when requested by the Endeavor Audit Team.**
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/ Electronic Funds Transfer 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.

### **AUDIT REQUIREMENTS**

The following documentation must be uploaded or emailed to Endeavor General Agency when requested by the audit team (if applicable to your policy):

1. Electronic Signature Authorization Form
2. Inspection Report or Photos if physical damage is sold (Part D coverage "Damage to you Auto")
3. Endeavor Physician's Statement form signed by a physician (If physical impairment, mental impairment or driver is age 75 or over)
4. Proof of any applicable discount

### **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. All Documents must be retained by the agent and be provided to Endeavor General Agency upon request.
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.

### **POLICY VERSION MANDATORY ENDORSEMENTS**

The following endorsements are made part of this policy rating and form version.

- 1 NU.PhysDam.001- Physical Damage Endorsement
- 2 NU.AuthDriv.003a - Authorized Driver Endorsement
- 3 NU.Storgae.004 - Storage Endorsement
- 4 NU.DelFee.005 - Delivery Of Persons And Property for a Fee Endorsement
- 5 NU.ContLiab.006 - Contractual Liability Exclusion Endorsement
- 6 NU.AutoTerm.007 - Automatic Termination Endorsement
- 7 NU.CrimeIntent.008 – Criminal Or Intentional Acts Endorsement
- 8 NU.CrimeIntent.010 - Criminal Or Intentional Acts - Rented Property and Non-Owned Auto Endorsement
- 9 NU.RentPropAuthDriv.012a - Rented Property and Non-Owned Auto With Authorized Driver Endorsement
- 10 NU.CP.013c - Covered Person Endorsement
- 11 NU.OutOfState.016 - Out Of State Coverage Endorsement

### **POLICY ENDORSEMENTS BUY BACK OPTION**

The Mandatory policy endorsements listed under **POLICY VERSION MANDATORY ENDORSEMENTS** above can be removed from the policy by electing to BUY BACK the endorsements.

A rate increase will occur if the BUY BACK option is elected. The following endorsements are applicable to the BUY BACK option and all must be elected with the BUY BACK option:

NU.PhysDam.001- Physical Damage Endorsement: NU.AuthDriv.003a - Authorized Driver Endorsement: NU.Storgae.004 - Storage Endorsement: NU.DelFee.005 - Delivery Of Persons And Property for a Fee Endorsement: NU.ContLiab.006 - Contractual Liability Exclusion Endorsement: NU.AutoTerm.007 - Automatic Termination Endorsement: NU.CrimeIntent.008 – Criminal Or Intentional Acts Endorsement: NU.CrimeIntent.010 - Criminal Or Intentional Acts - Rented Property and Non-Owned Auto Endorsement: NU.RentPropAuthDriv.012a - Rented Property and Non-Owned Auto With Authorized Driver Endorsement: NU.CP.013c - Covered Person Endorsement: NU.OutOfState.016 - Out Of State Coverage Endorsement



# **DISCOUNTS**

## **Policy Discounts**

### **Multi-Car**

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

### **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 Discount**

A discount is given if the Named Insured or their spouse has maintained insurance within the recording agency.

### **Home Owners Insurance**

A discount is given if the Named Insured or their spouse has and maintains a dwelling policy which the vehicles must be garaged at. Acceptable properties types are: Single Family House, Duplex, Condominium, Townhouse and Mobile Home with detached garage unit.

### **Employment Discount**

Must have and maintain full-time employment for 6 consecutive months.

## **Payment Discounts**

### **Paid in Full Discount**

A discount will be given if the policy is paid in full for the full term at the origination of the policy.

### **5 Pay Insured EFT Payment Option**

A discount will be given if the policy is authorized to be paid by EFT (Electronic Funds Transfer) from the Named Insured banking account.

### **4 Pay Insured EFT Payment Option**

A discount will be given if the policy is authorized to be paid by EFT (Electronic Funds Transfer) from the Named Insured banking account.

# **RATING RULES**

## **GENERAL RATING RULES**

### **RISK ELIGIBILITY**

The following point assessment is used to determine coverage eligibility for a listed driver. If a driver has acquired more than 7 points they are not eligible for coverage.

1. POINT ASSESSMENT PERIOD  
Point Assessment period is the 35 months prior to the policy inception. To determine if the accident or violation took place in the assessment period, use the conviction date. If two or more violations or accidents occur during the same incident, the highest violation or accident will be used to assess points. We will assess for all accidents or violations occurring while a driver is operating a private passenger auto, commercial vehicle, or recreational vehicle.
2. ACCIDENTS  
Points are assessed to accidents resulting in death, bodily injury or damage to property, including named insured's bodily injury or property damage.
3. DRIVING RECORD  
Points are assessed to any listed infraction recorded on a Motor Vehicle Record.

### **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. Vehicle symbol is developed by ISO.

### **DETERMINING POINT ASSESSMENTS**

#### SUMMARY OF ASSESSABLE POINT

Violation Group	Points	Occurrence Acceptabilitys
Major Violations	3	Up to 1
Minor Violations	0	Up to 3
At Fault Accidents	3	Up to 1
Alcohol, Drug Related	6	Not Acceptable
Speeding	0	Up to 3

- \* 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 Modotech 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 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 Endeavor 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 non renewed.

## **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.

## **POLICY AND DRIVER SURCHARGES**

Surcharges will be applied to certain Drivers, Vehicles and Policies if the following conditions exist:

1. Driver - International Drivers License, Inexperienced Operator, Unacceptable Licensing Requirement
2. Vehicles - High Performance , 4X4, 1 Ton, Convertible, Model Year if in County Bordering Mexico, Vehicle Type if in County Bordering Mexico
3. Policy- Endorsement BUY BACK

## **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 cancelled or 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.

BI Limit Options  
30,000/60,000

PD Limit Options  
25,000

### **UNINSURED/UNDERINSURED MOTORISTS**

**(Photos are required when policy is bound)**

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.

UMBI Limit Options    UMPD Limit Options  
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.

PIP Limit Options  
2,500

### **PHYSICAL DAMAGE**

**(Photos are required to when policy is bound)**

4. Physical Damage only policies are not available.
5. 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.
6. Physical Damage Coverage is not available on trailers or any vehicle that is not a private passenger auto.
7. If Collision Coverage is selected, Statutory Liability Coverages and Comprehensive Coverage must also be selected.

Comprehensive  
Deductibles  
500  
750  
1,000

Collision  
Deductibles  
500  
750  
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

## **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 Modotech system. The endorsement will become effective the date and time of phone or facsimile notice or the moment the data is submitted via the Modotech 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://endeavorga.org/is/root>

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. A reinstatement fee of \$5.00 will apply to all policies reinstated after 10 days of cancellation due to nonpayment. Policies in cancellation for nonpayment longer than 10 days must be re written.

## **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 11 days or more after the non-payment cancellation date, the policy will be automatically re-written. 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.

*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 policy.*

## **BILLING INFORMATION**

### **PAYMENT PLANS**

<b>Policy Term</b>	<b>Bill Plan</b>	<b>Down Payment</b>	<b>Installments</b>	<b>Installment Due Date</b>
6 Months	Paid-in-Full	100%	0	N/A
	5-Pay Plan	16.67%	5	Day 20 and then every 30 days
	4-Pay Plan	33%	4	Every 30 days

### **PAYMENT GUIDELINES**

1. Installments are billed directly to the insured.
2. Additional money provided with the down payment will be applied to the future payments or the 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 \$66 will be charged for each 6 month policy. \$11 of the policy fee is fully earned per month of inforce coverage and is nonrefundable in the event of cancellation.
10. A Theft Prevention Fee of \$1.00 for 6 month policies will be charged for each vehicle carrying Liability Coverage.
11. A Billing fee of \$4.00 plus an additional \$0.50 for each \$250 of written premium or fraction thereof for which the total annual premium exceeds \$500.00 will be applied to all payment installments.
12. A \$5.00 reinstatement fee will be applied to any policy that cancels for non-payment but is reinstated within 10 days after that cancellation occurs.
13. A \$3.50 late payment fee will be applied to any policy that has not received the invoice payment amount by the specified due Date
14. A \$5.00 Endorsement Fee will be charged for any premium bearing endorsement transaction.
15. A convenience fee of \$3.00 will be applied to interactive payment transactions

### **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