



# BRIDGER

## Underwriting Guidelines Incline National Insurance Company

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*Proprietary & Confidential*

CA License Number – 0551213

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## 1. Underwriting Guidelines

Liability and Physical Damage may be written independently or as a full coverage policy. Basic Auto Liability Limits of 15/30/5 (10) and Physical Damage coverage for vehicles up to \$50,000 in value. This program is offered through *Incline National Insurance Company*.

### **1.1 New Business Applications**

No coverage is bound unless the application is complete and signed by both the applicant and the producer. "Esignatures" will be obtained during the upload process of the application to our policy issuance system. Applicant and the producer WARRANT that the information on the application is true and correct to the best of their knowledge. All individuals 15 years of age or older living in the household must be listed as a driver or excluded. If an applicant is married, the spouse must be listed or excluded as a driver.

MVR & Clue reports will be run on every risk to verify driving experience and points. (MVR) & (Clue) will help identify and or confirm chargeability for past accidents, identify possible drivers associated with that insured that may or may not be listed on the application, other known addresses and or aliases for that insured, and will provide information for past losses (i.e., comp losses)

For all transactions not performed via the system or by automated payment, the effective date of that transaction will be determined by the following: (includes but not limited to monthly payments, policy changes, requests for cancellation)

- \*If USPS is used, the post mark date will become the effective date. (If postmark is not legible, then the effective date will become day of receipt by Bridger)
- \*If metered mail, the effective date will be the date received by Bridger
- \*Date and time of fax transmittal to Bridger
- \*Courier/UPS/Fed Ex, the effective date will be the date received by Bridger

### **1.2 Binding**

Producer does not have binding authority. Risks must be submitted via the Bridger Insurance Services Policy Issuance System. Bridger's system will issue and bind all eligible submissions.

### **1.3 Eligibility and Vehicle Use**

Private passenger vehicles including station wagons, vans, and pickup trucks with a load capacity of 1 ton or less are eligible for this program. Any vehicle with fewer or more than 4 wheels is not eligible. See ineligible vehicle list for vehicles that do not fit into this program. Vehicles registered to a business may be eligible, however you must rate with the business use rating factors. Applicant must own the business to which the vehicle is registered. For leased vehicles requiring a higher limit of liability, the insured may purchase an increased limits endorsement via the Lessor Liability Endorsement.

### **Pleasure Use**

Pleasure use includes driving for pleasure, to and from work or school, and for farm or ranch use. There should be no regular (daily or weekly) business use of the vehicle other than commuting to and from work or school. Farm use cannot include delivery of produce or animals.

### **Business Use**

The business use charge will apply to all vehicles disclosed as used for business. Private passenger autos owned or leased by the applicant and used in their business or occupation are acceptable. Vehicles, including pickups, vans and utility vehicles, used by sales and service representatives and real estate agents are acceptable for business use as long as no operator has more than 5 points. Pickups, vans and utility vehicles are unacceptable for business use unless the risk meets the Artisan Risk Guidelines below. All business use vehicles will have a 25% surcharge applied to all coverages on the vehicle.

### **Unacceptable Business Use**

The following vehicles are unacceptable for business use:

- \*Vehicles used commercially    \*Vehicles with logos or advertising on them
- \*Vehicles owned or leased by a partnership or corporation
- \*Vehicles visiting, on average, 4 or more job sites per day
- \*Pickups, panel trucks, van and utility vehicles that do not meet artisan guidelines below.

### **Artisan Risk Guidelines**

Artisan vehicles are used to carry tools and supplies between the insured's home and job site. **The Business Use Charge will be applied to Artisan Vehicles.** Pickups, panel trucks, vans and utility vehicles are acceptable for business if they meet the following guidelines:

- Vehicles visit, on average, no more than 3 job sites per day.
- Vehicle is wholly owned by an individual.
- Vehicle is the only one used and owned by the insured for business purposes.
- Vehicle is operated only by the insured or other family members. No employee operators are permitted.
- Vehicle may only be driven within a radius of 100 miles of the garaging address for business purposes
- Vehicle may not carry equipment that weighs more than 500 pounds

## Examples of Artisan Professions

\*Appliance Repairman\*Appraiser\*Blacksmith\*Cabinet Maker\*Carpenter\*Carpet cleaner/installer\*Construction\*Contractor\*Drapery Installer\*Electrician\*Exterminator\*Fence Installer\*Furniture Repairman\*Heating/AC Repairman\*Interior Decorator\*Janitorial Serviceman\*Landscape Contractor\*Musician\*Painter\*Photographer\*Plumber\*Pool Cleaner Maintenance\*Radio/TV Repairman\*Refrigeration Serviceman\*Repairman (general)\*Roofer\*Surveyor\*Tree Trimmer\*Upholsterer\*Welder\*

Note - The underlined professions would likely visit more than one (1) site per day.

### 1.4 Vehicle Registration/Photo Requirements

All vehicles listed on the application must be registered in California showing the Named Insured and/or spouse as the registered owner. A vehicle purchase contract or bill of sale will be acceptable if the vehicle has just been purchased.

Two photos must be taken showing all four sides of the vehicle except for the following situations:

- A copy of immediate prior physical damage declaration showing physical damage coverage with no lapse in coverage and is uploaded at the point of sale
- If vehicle is brand new and purchased from a dealership, a copy of the sales contract must be uploaded at point of sale

*Photos must be retained by the broker or uploaded at the point of sale. Photos must be made available to Bridger or its Claims TPA upon request whether for auditing purposes or in the event of a claim.*

### 1.5 Policy Term

6-month or 12-month policy terms will be issued. (Six-month term will be 50% of the annual rate.)

### 1.6 Installment Bill

**6 Month Term** is 16.66% down plus fully earned policy fee and or SR filing fee, if applicable. The balance of the premium will be billed via 5 equal installments.

**12 Month Term** is 8.33% down plus fully earned policy fee and or SR filing fee, if applicable. The balance of the premium will be billed via 11 equal installments.

### 1.7 Six Month & Twelve-Month Payment in Full

Premium payment in full plus fully earned policy fee and SR filing fee, if applicable.

### **1.8 Payment Options**

Down payments may be made at the time of upload using one of the following options: Insured or Producer Credit/Debit Card or Producer authorized EFT sweep of their Premium Trust Account.

#### ***Paperless Option***

The applicant will have the ability to opt into a paperless option whereby policy notifications will be sent electronically either by email, text or both. **\*NOTE** - Notice of cancellation and non-renewal will be sent via USPS and are not eligible to be sent electronically.

### **1.9 Fees**

<u>Policy Fee</u>	Policy Fee is fully earned and will apply to all new and renewal policies. The good driver discount is applied to the policy fee when all drivers are good drivers as defined by Ins. Code 1861.025. \$35 for a non-good driver policy and \$28 for a good driver policy.
<u>Installment Fee</u>	The installment fee shall be \$10 per installment for any authorized sweep of the insured's bank account. All other installment fees shall be \$14 per installment for pay by check, money order, credit card, or producer trust sweep.
<u>Reinstatement Fee</u>	\$8 Good Driver; \$10 Non-Good Driver (applies to installment bill policies only).
<u>Filing Fee</u>	SR-22 and SR-1P filings will be made when required for a fee of \$35
<u>Fraud Fee</u>	\$0.88 per vehicle on six month and \$1.76 per vehicle on twelve-month policies.
<u>Cancellation Fee</u>	\$25 will be charged to all insured request cancellations
<u>Endorsement Fee</u>	\$5 per endorsement and applies only to premium altering endorsements.
<u>NSF Fee</u>	\$35
<u>Optional Motor Club</u>	\$7 per month or \$42 (6 month) and \$84 (12 month) for paid in full policies.

### **1.10 Calculation of Premium**

See rate manual for calculation and rounding procedures.

### **1.11 Waiver of Premium**

If a policy is amended and the amendment results in a premium adjustment, or if, for any reason, there is a balance or a refund due:

1. Amounts due of \$0.99 or less will be waived
2. Refunds of \$0.99 or less will be waived

### **1.12 Cancellations /Reinstatements**

No flat cancellations. All cancellations are calculated on a Pro—Rata basis. Insured Request Cancellations must be faxed, mailed or emailed to Bridger’s Customer Service department for processing and will incur a \$25 cancellation fee. Policies canceled for non-payment of premium may be reinstated up to 30 days after cancellation, at the carrier’s discretion, and with a lapse in coverage. Insured request cancellations will not be reinstated under any circumstances and a new policy must be purchased.

### **1.13 Driver Exclusions**

All members of the applicant’s household who are at least 15 years of age and who are not listed as drivers must be excluded. A member of the household may be excluded if the applicant completes and signs the Named Operator exclusion form. This includes the exclusion of a spouse. We will need to know the reason for excluding spouse and must be noted on application.

### **1.14 Endorsements**

Endorsements are effective under the same conditions as new business. All endorsements must be submitted and processed by the broker on-line by going to Bridger’s website at [<https://Producer.BridgerIns.com> ]. All endorsements resulting in a premium difference will be calculated on a Pro-Rata basis and will incur a \$5 endorsement fee.

### **1.15 Annual Mileage**

Policies will be issued based on the applicant’s stated annual mileage. The company reserves the right to inquiry and request proof of the stated mileage on any risk. A request for service records or odometer reading may be sent to the insured. If the insured does not provide a response, a default mileage of 16,000 annual miles will be implemented and the policy premium will be adjusted accordingly.

### **1.16 Driver's License Requirements**

All drivers must hold a valid California License or licensed in another state of the US. A temporary license or learner's permit will be acceptable. Matricula ID or International License are acceptable however these drivers will not qualify for the Prop 103 Good Driver Discount as defined by insurance code 1861.025.

### **1.17 Years of Driving Experience**

The actual number of years licensed is required for all drivers in any jurisdiction.

### **1.18 Good Driver Qualifications**

To qualify as a Good Driver, an applicant must meet the following requirements as defined by insurance code 1861.025:

1. The driver must have been continuously licensed to driver a motor vehicle for the preceding three years, with a valid U.S. or Canadian license for all of the last 18 months. If licensed less than three years in California, furnish evidence of a valid driver's license to confirm a total of three years licensing.
2. During the previous three years the driver has not had:
  - More than one violation point count
  - An at fault accident which resulted in bodily injury, death. or more than \$1,000 in property damage only
  - An at fault accident involving property damage only which resulted in a one-point conviction
  - More than one dismissal under Vehicle Code Section 1803.5 which was not made confidential under Vehicle Code Section 1808.7 for violations that would have resulted in more than 1 point, or a two-point violation.
3. During the previous ten years the driver has not been convicted of:
  - A violation of Section 23140, 23152, or 23153 of the Vehicle Code
  - A felony violation of Section 23175 or 23190 of the Vehicle Code, or a violation of Section 191.5 or paragraph (3) of subdivision © of Section 192 of the Penal code. However, only violations on or after January 1, 1996 shall be considered for purpose of this paragraph.



**1.19 Accidents and Convictions**

The first Chargeable Accident will be assigned 3 points and each additional chargeable accident will receive 5 points. The first Minor Moving Violation will receive a 1-point count and each additional minor moving violation will receive a 2-point count. All Major Moving Violations will receive a 2-point count. Experience period is for the last 36 months. When there are multiple violations with the same violation and conviction date use the single highest violation point count. At-fault accidents will be determined in accordance with CIC 1861.025 and 2632.13 as defined in California Code of Regulations. The company may not make a determination that a driver was principally at-fault for an accident unless the company first makes an investigation of the accident and provides the policyholder written notice of the investigation. The written notice must specify:

- Any determination that the insured was principally at-fault resulting in excess of \$1,000 property damage or loss for accidents occurring on or after 12/11/2011.
- The percentage of fault ascribed to the policyholder.
- The percentage of fault ascribed to any other driver or cause of the accident.
- The basis of the determination that the driver was principally at-fault and the policyholder’s right to seek reconsideration of the determination of fault.

**1.20 Accidents**

3 Points will be assigned to the first Chargeable Accident and 5 Points for each additional Chargeable Accident. All accident(s) disclosed by the applicant on the application must provide, under penalty of perjury, specific details attesting to his or her at-fault accident history. The applicant must clearly state on the application, the circumstances regarding the accident. The company may investigate as to the validity of such statements from independent sources. Upon discovery that the declaration contains a fraudulent or material misrepresentation, the company may use that information to rate or cancel the policy pursuant to CIC sections 661 and 1861.03c(1) and take any other action authorized by law.

Property Damage Overview	Within the last 0-36
Accident Category	MONTHS
First Offense	3
Each Additional	5

Accident(s) occurring after policy inception and during the policy’s specified term, may only be considered chargeable by the company if the company has complied with CIC 1861.025 and 2632.13 of the California Code of Regulations and may not apply a point surcharge until the following policy term.

Acceptable proof of non-fault will be:

- a. A traffic collision report which lists the other driver at fault under primary collision factor and indicates a vehicle code section violated, or
- b. A copy of a draft from the opposing insurance carrier which clearly states the date of the accident and shows the applicant as the payee, or
- c. A letter from the opposing insurance carrier claims representative stating non-fault for the accident
- d. A driver's declaration, under penalty of perjury, attesting to his or her at-fault or non-fault accident history and declaring whether the accident involved property damage, bodily injury or both.

Attorney's letters, agent letters, and counter police reports are not acceptable proof of non-fault.

### **1.21 Minor Violations**

1 point will be assigned to the first Minor Violation and 2 points for each additional violation. All moving violations not included under Major Violations section. Minor violations occurring while driving an employer's vehicle for compensation may not be chargeable and should be so identified on the application. A letter from the employer is required. This does not apply to major violations or accidents. This does not apply if self-employed.

### **1.22 Major Violations**

Two points will be assigned to a Major Violation. More than one major violation in past 36 months is an ineligible risk. (See 1.23 Unacceptable Risks) Those for which the DMV assigns two violation points which include but not limited to the following: (Refer to Section 12810 of the California Vehicle Code)

- Reckless driving
- Manslaughter
- Speed Contest
- Evading a police officer
- Speed over 100mph
- Hit and run
- All two-point alcohol convictions
- All two-point drug related convictions
- Illegal transportation of explosives
- Driving on a suspended license

### 1.23 Unacceptable Risks

- Vehicles with load capacity in excess of 1 ton
- Drivers convicted of more than one major violation in the past 36 months
- Drivers convicted of vehicular homicide/manslaughter
- Drivers with 3 or more chargeable accident in past 36 months
- Drivers with over 11 points
- Named Non-Owner Policies
- Motorhomes or Motorcycles
- Vehicles with less than or more than four wheels
- Vehicles used for pick-up or delivery, emergency vehicles, tow trucks, taxi cabs, limos, messengers, couriers, or any commercially used vehicle including Uber, Lyft or other paid forms of livery.
- No coverage Afforded For: **Applies to physical damage coverage only.**
  - Drivers not listed on the application, declaration page or added by endorsement
  - Any member of the household, unless they are listed on the application, declaration page as a covered driver
  - While any auto is used in any race, speed contest or exhibition of any kind
  - Loss if the automobile is repaired before inspection by the company unless waived by the company

### 1.24 Prohibited Vehicles

Applies to all coverages.

- Any antique vehicles, Bentley's, Corvettes, Ferrari's, Ford GT & Shelby Mustangs, Kit cars, Lamborghini's, Porsche's, Rolls Royce, replicas, show cars or vehicles with lift/lowering kits that structurally alter its performance or appearance
- Any vehicle not registered in California
- Any vehicle with a value below \$2500 (applies to physical damage only coverage)
- Unique, kit, custom built vehicles, fiberglass or carbon fiber bodies
- Any vehicle previously salvaged (Ok for liability only coverage)
- Commercial or Public Vehicles (not eligible regardless of good driver)
- Vehicles with existing damage
- Gray Market Vehicles
- Vehicles over 20 years old (applies to physical damage only coverage)
- Vehicles with a current value in excess of **\$50,000**

\* *The above list may not be applicable to risks qualifying as Prop 103 good drivers; however, a 300% surcharge will apply to the physical damage portion of the rate.*

Coverage(s) does not extend to Uber, Lyft, or other like exposures while the insured is transporting passengers/food for a fee.

### **1.25 Driver Assignment**

#### **Single Vehicle**

Our rating order assigns the operator that generates the highest total premium to the vehicle.

#### **MULTIPLE VEHICLES**

Our rating order assigns the combinations of operators and vehicles that generate the highest premium.

#### **EXCESS VEHICLE (EV)**

When there are more vehicles than operators on a policy, use the designated EV relativities for driving experience and years licensed. For driving record relativities, use the following designation:

- EV1 = If there is only one EV on the policy, rate the EV using the EV1 factor
- EV2 = If there are two EV's on the policy, rate both EV's with the EV2 factor
- EV3 = If there are three or more EV's on the policy, rate all EV's with the EV3 factor

EV's will receive the 20% statutory good driver discount as long as all driver(s) on the policy qualify for at least the 20% statutory good driver discount

### **1.26 Symbols**

Use current ISO rating symbols. Bridger's will obtain symbols from ISO Vin Master Software. When no ISO symbol is available, please contact Bridger.

### **1.27 Deductibles**

Available deductibles will be \$500 and \$1,000.

Lien holder deductible will be \$250.

### **1.28 Excluded Equipment**

Non-factory or Non-OEM equipment is not covered, including but not limited to:

- Custom body/paint/interior
- Non-factory wheels or oversized/low profile tires
- Non-factory stereos
- CB Units
- 4WD lift kits
- Lowering kits
- Any non-factory suspension components.

Factory Installed Stereo, CD and Navigation Systems will be covered under the policy with no additional premium charge.

### 1.29 Available Discounts

#### Good Driver

##### **GOOD DRIVER I – APPLIES TO ALL COVERAGES**

A discount applies if the driver meets the following criteria:

1. has been continuously licensed to drive a motor vehicle for the previous three (3) years; and
2. has had, during the previous 36 months, not more than one (1) violation point count as determined by Section 12810 of the California Vehicle Code.

##### **GOOD DRIVER II – APPLIES TO ALL COVERAGES\***

A discount applies if the driver meets the following criteria:

1. meets all the criteria of the Good Driver I Discount, and
2. has had no chargeable accidents\*\* or violation convictions for the most recent 60 months.

Incline National Insurance Company must be able to verify an active U.S. driver's license via company access to a DMV MVR or a copy of a valid and active foreign driver's license must be submitted to the Company to fulfill the license requirement for the Statutory Good Driver Discount. Good Driver II requires a verifiable and active driver's license via company access to a DMV MVR. If a DMV MVR cannot be obtained, a copy of the license (U.S. or foreign) must be submitted with the application, endorsement request, or renewal.

\*\* Includes all accidents except comprehensive claims and not-at-fault accidents as defined by Title 10 CCR 2632.13(d).

#### Renewal Discount

A discount will apply when one or more applicant driver(s) have been with Incline National Insurance Company for one or more years with no lapse or suspension of coverage in excess of 30 days.

#### Mature Driver Improvement Course

A discount will apply to drivers age 55 and older who have received a driver improvement course certificate from a certified DMV school and who have not had any traffic convictions or at fault accidents since completing the driver improvement course. Evidence will be required every 3 years.

#### Policy/Driver Qualifications for Good Student/Youthful Driver

To qualify for Good Student or Youthful Driver Training (see below), the policy containing the youthful driver must meet these minimum qualifications:

- (1) Youthful driver must be the "child" of the policyholder
- (2) Parents(s) or legal guardian(s) must be listed as a rated driver(s) on the policy (at least 1 parent must be rated on the policy)
- (3) At least one parent or legal guardian must qualify for the Good Driver Discount

(4) The Youthful Driver:

- a. Is 23 years old or younger and has 7 years or less of licensed driving experience
- b. Has a U.S. Driver's License
- c. Is unmarried
- d. Does not own the car
- e. Has no moving violations and is at-fault-accident free

Good Student Discount

1. Must be currently enrolled as a full-time student in high school, college, or university
2. Student maintains a "B" (80%, "3.0", or equivalent) or higher-grade point average
3. Upon our request, the student should furnish a written statement certified by the academic institution indicating the grade point average meets this criterion. This statement should be supplied for each student requesting the lower driver class rating. If the statement is not easily available, the student(s) may submit a copy of an unaltered report card or transcript.
4. The Company may require proof of academic standing annually as long as the student is rated on the policy.

Youthful Driver Training

1. Successfully completed an authorized driving training program from a public or private high school or by a qualified instructor of a licensed private driving school.
2. Upon Company request, a copy of the completion certificate should be submitted to the Company.

Claims may be reported by phone or to our website 24 hours a day, 7 days a week to the following:

(866) 762-7332

[www.BridgerIns.com](http://www.BridgerIns.com)