

# Venture General Agency, LLC

P.O. Box 1970  
Marble Falls, Texas 78654

## Private Passenger Automobile

**Underwriting Rules and Guidelines** –1, 2, 3 and 6-month Term Programs  
New business effective \*November 1, 2018  
Renewal business effective \*December 1, 2018

### Phone Numbers

**Customer Service:** 1-972-346-1016 Toll Free: 1-855-480-3755  
**Claims:** 1-972-346-1016 Toll Free: 1-855-480-3755

### Fax Numbers

**Customer Service:** 1-855-480-3756 **Claims:** 1-855-480-3756

### Email Addresses

**Claims:** [claims@venturega.com](mailto:claims@venturega.com)

### New Business/Endorsements/Underwriting Questions:

**Underwriting:** [underwriting@venturega.com](mailto:underwriting@venturega.com)

**Venture Online - Get a Quote ON THE WEB @ [www.venturega.com](http://www.venturega.com)**

***QUOTE AND UPLOAD NEW BUSINESS / 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!

**Note: 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 1-855-480-3756.**

Current endorsements available online include:

- Add/Delete vehicles.
- Change driver information.
- Change insured's address.
- Add or exclude a new driver.
- Add/delete a lienholder.
- Change lienholder information.
- View online account information and make payments.
- Run reports to help manage your book of business.

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## GENERAL RULES

1. All applications must be submitted on VGA's application.
2. If application or endorsement contains UMBI, UMPD, PIP coverage or Physical Damage, two (2) clear color photos showing all four (4) sides of vehicle(s) must be attached to the application.
3. All information on the application must be accurately completed. Material misrepresentation may result in denial of coverage and the policy will be considered null and void.
4. All agents are required to abide by the Texas Department of Insurance Rules and Regulations regarding the execution and binding of insurance policies. Any violations could result in the policy being null and void, expose the agency to an Errors and Omissions claim or even void the agency contract with the Company.
5. The policy fee is earned as collected and non-commissionable.
6. Commission on policies will be paid within twenty (20) days after the end of a month. All commission activity is netted out on "Agent's Monthly Statement" and paid accordingly. If there is a balance due back to VGA, the agent must submit payment upon receipt of statement.
7. VGA forms are required to be used for processing our business. All forms are available on our internet site ([www.venturega.com](http://www.venturega.com)).
8. If there is a quote discrepancy between our system and a comparison rating system, the rate from our system will be the correct rate. Please notify and fax us a copy of any discrepancies immediately, so we can take steps to correct the issue.

## IMPORTANT NOTES

1. No flat cancellations will be allowed on any policies returned after the inception date. All cancellation requests must indicate the reason for cancellation. A policy may be flat cancelled if we receive proof of duplicate coverage or insufficient funds.
2. All policy cancellations by the company will be pro-rated using a pro rata calculation.
3. On a check returned for Non-Sufficient Funds (NSF), policy or renewal extension applicable to the NSF check shall be null and void and of no benefit or affect whatsoever. The policy shall not be reinstated.
4. We may order MVR's, background and household reports on every risk. Please encourage the applicant to fully disclose all household residents and their driving record to avoid the need for premium adjustments or cancellation.

5. Reinstatements without a lapse in coverage are not available on 6-month policies if coverage has lapsed. Policies can be reinstated with a lapse in coverage with a reinstatement Fee. No premium is owed for the lapsed period in which policy is not in effect.
6. Direct Bill, mailed in payments, postmarked on or after the cancellation date will be reissued and coverage reinstated with a lapse in coverage and an effective date the day after postmark. Premium is not owed for any period in which the policy is not in effect.

## BINDING

### **\*IMPORTANT\***

**All risks must be uploaded into our internet site to be properly bound prior to issuing an ID card. This includes all New, Renewal, Endorsements, and Direct Bill Installments. Agents must upload all accepted payments to avoid lapse in coverage unless the payment is made through one of our EFT recurring payment plans. Otherwise, lapsed policies will be made effective date after postmark. Please avoid E&O exposure and advise the insured to mail direct if they do not upload a payment prior to lapsing.**

1. Coverage is bound at the time the application and required documents are signed personally by the applicant and agent and the appropriate premium is collected from the applicant.
2. The application is correctly completed and indicates the exact coverage requested.
3. The application **MUST BE UPLOADED OR FAXED** to the Company within one (1) working day and the original retained on file at the agency and subject to audit. Please contact us to make any special request arrangements.
4. **Valid premium remittance must be available to sweep the funds from the agency bank account within three (3) business days.**
5. The application involves a type of vehicle, coverage, and risk that meets our underwriting guidelines.
6. The Internet site allows you to issue "Declaration Page" and "ID Cards" at the point of sale. These should be printed and attached with the Privacy Notice to a "Policy Jacket" and given to the insured.
7. If an applicant declines to participate in the Electronic Signature process, then the agent must allow the applicant the option to complete the application process using a traditional pen and paper. Electronic business is not for remote use and applicants must be present with a valid photo ID to bind coverage.

## UNDERWRITING RULES

### 1. Policy types:

a. **Full Limited Policy** - The following endorsements are included:

i. **Liability:**

OACM.DelFee005, OACM.ContLiab.006, OACM.AutoTerm.007, OACM.CrimeIntent.008, OACM.CP.013c, OACM.Punitive.018, OACM.RentProp-NOAuto.019 and OACM.NoBusiness.020.

ii. **Physical Damage:**

OACM.PhysDam.001, OACM.YCA.002a, OACM.AuthDriv.003a, OACM.Storage.004, OACM.DelFee.005, OACM.AutoTerm.007, OACM.CrimeIntent.008, OACM.CP.013c, OACM.Punitive.018 and OACM.NoBusiness.020.

b. **Standard Policy** - The following endorsements are included:

i. **Liability and Physical Damage:** OACM.Punitive.018 and OACM.NoBusiness.020.

ii. Available Policy Terms are: 1, 2, 3 and 6 month policies.

2. **All policies include a Policy Fee.** See rate pages for the fee amounts.

3. **An Auto Theft Prevention Fund Fee (ATPF)** is assessed for each vehicle insured on all new, renewal, rewritten and additional vehicle(s) endorsed policies.

### 4. Coverage:

The following is a breakdown of **the ONLY coverage limits offered** under our program:

- a. Liability (Bodily Injury & Property Damage) limits of \$30,000/\$60,000/ \$25,000.
- b. Uninsured/Underinsured Motorist Bodily Injury - \$30,000/\$60,000.
- c. Uninsured/Underinsured Motorist Property Damage - \$25,000.
- d. Personal Injury Protection - \$2,500.
- e. Damage for your Auto- Other than Collision & Collision-ACV Less Deductible.
- f. Towing- \$40 per occurrence.
- g. Rental Reimbursement- \$20 per day \$400 max per occurrence, \$20 per day \$600 max per occurrence, \$25 per day \$500 max per occurrence or \$25 per day \$750 max per occurrence.
- h. 578A. Named Non-Owner Coverage. Special vehicle coverage does not apply.

5. ALL PERSONS in household, age fourteen (14) years of age or older must be listed on the application or Excluded from coverage. **This QUESTION is MANDATORY for agent to ask on all applications.**

6. We will insure one more vehicle(s) than drivers in a household. Any additional vehicle listed will be rated using the highest listed driver.

7. Drivers the age of eighty (80) years of age and older are required to submit a "Physician Health Statement", signed by a physician, indicating their ability to operate a motor vehicle.

8. Driver disclosure reports may be obtained on new and/or renewal business. A premium adjustment may be made because of this report.

9. Any claim filed within the **first sixty (60) days** of policy inception will be grounds for cancellation.
10. There will be a surcharge on policies with vehicles driven over 25 miles to work.
11. Vehicles with a salvage title will be valued at no more than 50% of the same vehicle with a non-salvage title.
12. The company recognizes common law marriage(s).
13. There will be a surcharge for:
  - a. Out of State License.
  - b. International License.
  - c. Matricula Consular.
  - d. Texas I.D.
  - e. Inexperience Operator-when any driver on the policy has less than thirty-six (36) months of driving experience.
  - f. No Identification.
  - g. Unacceptable Driver.
  - h. Unacceptable Vehicle.
  - i. Liability with Physical Damage Coverage – applied to Bodily Injury & Property Damage coverages on a per vehicle basis when the vehicle includes OTC and Collision coverages.
14. Operators without a valid Texas Driver’s License are unacceptable for a standard policy.
15. Operators without a valid Texas License are acceptable for a limited policy with a surcharge. This does not stack with the inexperience surcharge. The surcharge applies to BI, PD and Collision coverage.
16. New business written for drivers who are United States citizens with a driver’s license from another state in the United States- are given thirty (30) days from inception to provide proof of a valid Texas Driver’s License or their policy will be cancelled.
17. Accidents & Violations are chargeable for thirty-six (36) months.
18. See Rate Pages for Minimum Premiums.

## PAYMENTS

1. Make all payments to **Venture General Agency**.

An EFT Recurring Payment Plan (RPP) is available for Direct Bill policies with terms of 6-months. Insured’s have the option to authorize recurring payments via Automated Clearing House (ACH) direct debit to their bank account. RPP is cancelled by us when the following occurs:

- The policy is cancelled.
  - Invalid or expired bank account information.
  - Invalid or expired debit or credit card information.
  - A lapse notice is generated.
  - RPP is removed at policy renewal.
2. New account information will be required for any rewrites.
  3. **POLICY FEE:** The policy fee applies to all policies. This fee is fully earned at inception but will be split among the down payment and five (5) monthly installments for semi-annual policy terms. This fee applies to all New Business policies and succeeding renewals.
  4. **THEFT PREVENTION FEE:** A fee must be paid to the Automotive Theft Prevention Fund; this fee is fully earned. Six month policies include \$1.00 per vehicle with each new and renewal policy issued. 1, 2, and 3-month policies include a \$.016, \$.033 and \$.050 respectively, per vehicle with each new and renewal policy issued.
  5. **PAYMENT OPTIONS:** Submit total down payment, including appropriate percentage of the policy fee and 100% of all other applicable fees. Premium financed policies are not offered.

POLICY TERM	DOWN PAYMENT	# OF PAYMENTS	1 <sup>st</sup> BILL DUE	SUBSEQUENT BILLS
1,2,3-Month	100%	N/A	N/A	N/A
6-Month	17%	5	20	30
6-Month	100%	N/A	N/A	N/A

6. **BILLING SERVICE CHARGE SCHEDULE:** All Installment invoices for 6-month policy terms will include a \$3.00 Installment Charge.
7. **CONVENIENCE FEE:** All payments not made at the agents' offices and made directly to Venture General Agency will incur a \$3.00 fee.
8. **LATE FEE:** A \$3.00 late fee will be charged if payment is made after the due date.
9. **NON-SUFFICIENT FUNDS (NSF):** When payments are made by check and there are non-sufficient funds this negates coverage. No coverage will be bound or exist (even if coverage has been issued). Agents must notify VGA within thirty (30) days upon receiving notification of NSF payment for flat cancellation request and reimbursement.
10. **NON-SUFFICIENT FUNDS FEE (NSF):** A Fee will be charged for NSF.
11. **ENDORSEMENT FEE:** An endorsement fee will be charged for positive premium endorsements.

**REFUNDS**

Unearned premium in the amount of \$5 or less will only be processed upon the request of the insured.

## SWEEP ACCOUNTS

If VGA sweeps the agent's account and inadequate premiums are available to cover the transmittal amounts due:

- The agent will be called to advise that the funds must be available to VGA within twenty-four (24) hours.
- If funds are NSF, on the first sweep attempt, on the second attempt to sweep the agent's account an insufficient funds charge will be included.
- If the 2nd attempt is non-sufficient, a CERTIFIED CHECK of all outstanding funds must be delivered to VGA within three (3) business days.

## RETURN PAYMENTS/NSF-AGENCY

Agency checks **will NOT** be presented twice to the bank should they be returned for non-sufficient funds the first time.

- The agency will be called to advise that a CERTIFIED CHECK must be delivered to Venture General Agency within three (3) business days to replace the returned check. A notice with the same information will be faxed to the agent.
- If after three (3) business days, the agent does not replace the returned check, the amount of the returned check may be deducted from the agent's commission.
- Failure to comply with these requirements may cause the agency contract to be terminated.
- If two (2) agency checks are returned within six (6) months of each other or if three (3) agency checks are returned within twelve (12) months of each other, the company can terminate the agency contract for non-performance.

## CANCELLATIONS

Policies may be cancelled as follows:

The named insured or their agent, upon his/her request, may cancel a policy by:

- A. Surrender of the original policy to the company.
- B. Sending written notice to the company stating the cancellation effective date.
- C. Submitting a signed "Lost Policy Release" to the company.

The effective date of the cancellation will be no earlier than the date that the above listed information is received by VGA. The company (VGA) may cancel a policy with direct notice mailed to the insured.

- A. If the policy is cancelled for any reason, the return premium will be computed pro-rata.
- B. No flat cancellation will be allowed by the agent or insured unless we receive proof of duplicate coverage.
- C. The company for any reason may cancel policy within the first 60 days.
- D. Policy will be "Null and Void" in the event VGA or the agent in situations where insufficient funds (NSF) applies.

## WEATHER RESTRICTIONS

When the National Weather Service issues, an inclement weather “watch” or “warning” to include: Winter storm/Thunderstorm/Flood/Hurricane/Tropical Storm/Hail Storm/Tornado “watch” or “warning” within 100 miles of the garaging address of the purposed risk; binding authority is suspended effective immediately. Binding authority is reinstated twenty-four (24) hours after the National Weather Service has down-graded and dropped the “watch” and/or “warning”, unless further notified by a VGA web site message.

## INCOMPLETE APPLICATIONS

If an application omits or lacks: required signatures, information necessary to underwrite the risk, or proper funding for the requested coverage, the company may issue a ten (10) day notice of cancellation for an incomplete application.

## RENEWAL PROCEDURES

**The Agent must enter/upload all renewal payments into our internet site to bind coverage. The Agent is only authorized to issue a Venture General computer-generated ID card.** If the renewal payment is mailed, coverage will be effective the date after the postmark date. There will be no coverage or monies due during the lapse period.

**There is no grace period.** A check or money order, for payment of the premium, must be attached to each premium payment notice and must be received at the VGA office by the due date.

## FINANCIAL RESPONSIBILITY FILINGS (SR-22)

There will be a processing fee for monthly, semi-annual and annual SR-22 filings. SR-22 forms must be completed and given to the insured by the agent. It is the responsibility of the insured to file their SR-22 and any required fees with the Texas Department of Public Safety. SR-22 filings will only be made on the named insured and immediate family members of the household when living with the named insured if coverage exists on the policy. SR-22 filings are for the State of Texas only. The SR-22 filing fee must be paid in full. Fees are fully earned and non-refundable. VGA will file the SR-26 on lapsed policies.

## EXCLUSION OF DRIVER

The 515A Exclusion Form must be signed and dated by the insured. The exclusion is required on each person, residing in the applicant’s household, who is fourteen (14) years of age and older if not rated as a driver of the vehicle(s). This QUESTION is MANDATORY to be asked by agent on all applications.

## DRIVER CLASSIFICATION

See Rate Pages.

## SYMBOLS

ISO Symbols - See Rate Pages.

## VEHICLE AGE GROUP

The vehicle age group equals one plus the Current Model Year minus the vehicle Model Year. Use the Vehicle Age Group Factors Table to look up the age relativity for the coverage. The model year shall change effective October 1 of each calendar year, regardless of the actual introductory dates of various makes and models. Models released before October 1 will be rated as Age Group 1. Any rebuilt or structurally modified vehicles will have their age determined by the age of the vehicle's chassis. See Rate Pages.

## DISCOUNTS (Maximum Total Discount: 30%)

1. A **Multi-Car Discount** applies to all policies that include two or more vehicles. The discount applies to Bodily Injury (BI), Property Damage (PD), and Comprehensive (Comp) and Collision with like coverage.
2. A **Proof of Prior Discount** applies to (6-month term) policies that are at-fault claim free for the previous thirty-six(36) months with six (6) months proof of prior coverage and no more than a thirty (30) day lapse in coverage. **Required proof to fax with application is a renewal offer; company generated ID card, or DEC page.** The discount applies to Comp and Collision coverage. **The discount will be removed with any at-fault claim.** *At-fault claims that are neither paid nor payable will not disqualify a policyholder from earning or maintaining any of the above discounts.*
3. A **VGA (In-House) Renewal Discount** applies to (6-month term) policies that are at-fault claim free for the previous thirty-six (36) months with six (6) consecutive months of coverage with VGA and no more than a thirty (30) day lapse in coverage. **This is a system discount; the agent is not required to provide proof of previous VGA policyholder coverage. The discount will be removed with any at-fault claim.** This Discount replaces the Proof of Prior Discount if applicable. The discount applies to BI, PD, Comp and Collision coverage. *At-fault claims that are neither paid nor payable will not disqualify a policyholder from earning or maintaining any of the above discounts.*
4. A **VGA (In-House) Renewal Discount** applies to (1, 2 and 3-month term) policies that are at-fault claim free for the previous thirty-six (36) months with six (6) consecutive months of coverage with VGA and no more than a thirty (30) day lapse in coverage. **This is a system discount; the agent is not required to provide proof of previous VGA policyholder coverage.** The discount will be removed with any at-fault claim. The discount applies to BI and PD coverage. *At-fault claims that are neither paid nor payable will not disqualify a policyholder from earning or maintaining any of the above discounts.*
5. A **Paid in Full Discount** applies to (3 and 6-month) policies paid in full at the time the policy is sold. The discount applies to BI, PD, Comp and Collision coverage.
6. A **Homeowners Discount** applies to (6-month term) policies where the named insured owns a home. (Permanent dwelling, other than mobile-home or trailer). **Proof of home ownership is required and must be submitted with the application.** The discount applies to Comp and Collision coverage.
7. A **Full Limited Policy Discount** applies when the insured selects to accept the Venture General Full Limited Policy for Liability coverage. **NOTE: The discount is applied as a separate step and is not part of the discount calculation.** The discount applies to BI, PD, and Uninsured Motorist Bodily Injury (UMBI) coverage.
8. A **Full Limited Policy Discount** applies when the insured selects to accept the Venture General Full Limited Policy for Collision coverage. **NOTE: The discount is applied as a separate step and is not part of the discount calculation.** The discount applies to Collision coverage.
9. A **Standard Policy Discount** applies when the insured selects to accept the Venture General Standard Policy for Liability coverage. **NOTE: The discount is applied as a separate step and is not part of the discount**

**calculation.** The discount applies to BI and UMBI coverage.

## **MEXICO 551- LIMITED**

Mexico 551– Limited endorsement is not included in your policy.

## **530A. LOSS PAYABLE CLAUSE**

530A. Loss Payable Clause is included in your policy.

## **ENDORSEMENTS**

**All endorsement requests must be entered/uploaded into our internet endorsement site and the appropriate premium collected.** The endorsement declarations page must be signed by both the Named Insured and Agent and submitted to our Endorsement department by the next business day. **There will be a surcharge for any unacceptable risk.**

## **RISKS REQUIRING ADDITIONAL DOCUMENTATION FOR ACCEPTABILITY**

1. All persons with Epilepsy, Stroke, Heart Attack, Diabetes, Loss of Eye, and/or Cerebral Palsy must submit a signed VGA “Physician Health Statement Form” certifying that the insured can safely operate a motor vehicle. The physician signed form must be submitted with the application.
2. All persons with a loss of limb must submit proof of compensatory vehicle modification.
3. All applications with drivers who have attained their eightieth (80) birthday must be accompanied by a “Physician Health Statement” completed and executed by a medical physician certifying the eighty (80) years of age or older driver to be mentally and physically capable of operating a motor vehicle on public roadways without endangering the public.

### **A. UNACCEPTABLE RISKS FOR ALL COVERAGE(S) except as a replacement vehicle with a surcharge.**

#### **I. UNACCEPTABLE RISKS (For ALL coverage)**

1. Applications without the insured's physical garaging address for vehicle(s).
2. Vehicles over forty (40) model years old will be unacceptable for coverage.
3. Vehicles five (5) years old or newer.
4. Campers, dune buggies, racing vehicles, taxi cabs, jitney, emergency vehicles, delivery or livery vehicles, kit or antique cars, customized or modified vehicles, flat or stake-bed pickups, vehicles with suspension modifications; for any coverage.
5. Vehicles with more or fewer than four (4) wheels.
6. Vehicles which are non-motorized.
7. Students attending school outside of Texas.
8. Employee or agent of VGA, including any employee of an agent is not eligible.
9. Pickups or vans with a load capacity of 1 ton or higher for any coverage. Includes dual wheeled vehicles.
10. Any person living or working in Mexico.
11. Professional athletes or celebrities.
12. Any driver with 2 or more At-Fault accidents in the past 36 months.
13. Any driver with 3 or more losses in the past thirty-six (36) months, regardless of fault.
14. Vehicles making regular and frequent trips beyond a fifty (50) mile radius.
15. Trucks hauling gasoline, fuel oil, liquefied petroleum, gas or explosive.
16. Taxicabs, Daycare vans, public or private livery cars.
17. Ambulances, police, fire department, or any emergency vehicles.
18. Mail and/or newspapers, collections or delivery vehicles.
19. All vehicles used for business or commercial purposes.
20. Driver training cars or racing vehicles.
21. Vehicles garaged away from the residence a substantial part of the time.
22. Aliens: persons who are in this country temporarily.
23. No drivers with MVR points more than twelve (12).

24. No flatbed trucks or any vehicle equipped with power/manual winch or fifth-wheel conversions.
25. Gray Market Vehicles.
26. No driver under age eighteen (18) as a named insured.
27. Any driver with a conviction of Driving Under the Influence of Alcohol (DUIA), Driving Under the Influence of Drugs (DUID), Driving Under the Influence of Narcotics (DUIN), Driving While Intoxicated (DWI), Boating Under the Influence, or Refusal to Submit within the past two years or any driver with more than one of the above within 10 years.
28. Any driver with any felony conviction within the past two years.
29. Any driver with more than one Felony conviction within the past 10 years.
30. Passenger Vans with seating capacity of twelve (12) or more seats.
31. Vehicles that travel out of the state of Texas more on a regular basis.
32. Vehicles engaged in ride-sharing.

A surcharge will be applied to all premiums for any unacceptable risk. This includes, but is not limited to unacceptable vehicles, drivers or if the insured moves out of state. A surcharge is applicable to all coverage when a driver or vehicle listed under "UNACCEPTABLE RISKS" is added to an In-force policy.

## II. UNACCEPTABLE VEHICLES (For ALL coverage)

<b>Acura</b>	<b>Chrysler</b>	<b>Infiniti</b>	<b>Mosler</b>	<b>Rover</b>
NSX	Prowler	Q Series	All Models	All Models
<b>Alfa Romeo</b>	<b>Dodge</b>	<b>Jaguar</b>	<b>Nissan</b>	<b>Saab</b>
All Models	Viper	All Models	Z Models	900 Turbo
<b>Aston Martin</b>	Stealth R/T	<b>Lamborghini</b>	GTR	<b>Saleen</b>
All Models	Stealth Turbo	All Models	<b>Panoz</b>	All Models
<b>Audi</b>	Any SRT	<b>Land Rover</b>	All Models	<b>Shelby</b>
S4, 5, 6 & 8 Series	<b>Ferrari</b>	All Models	<b>Pantera</b>	All Models
<b>Bentley</b>	All Models	<b>Lexus</b>	All Models	<b>Sterling</b>
All Models	<b>Ford</b>	L series	<b>Pontiac</b>	All Models
<b>Bugatti</b>	GT	<b>Lotus</b>	Firebird	<b>Subaru</b>
All Models	Cobra	All Models	Trans Am	STI Series
<b>Cadillac</b>	Roush	<b>Maybach</b>	<b>Porsche</b>	<b>Suzuki</b>
V Series	Boss 302	All Models	All Models	Samurai
<b>Chevrolet</b>	<b>Hummer</b>	<b>Maserati</b>	<b>Qvale</b>	Sidekick
Corvette	H1	All Models	All Models	<b>Tesla</b>
Camaro V8	H2	<b>Mitsubishi</b>	<b>Renault</b>	All Models
Monte Carlo SS	<b>Hyundai</b>	3000 Series	All Models	<b>Toyota</b>
Express G 3500	Equus	<b>Morgan</b>	<b>Rolls Royce</b>	Land Cruiser
Silverado 3500		All Models	All Models	Prius
				<b>Yugo</b>
				All Models
Hybrid Vehicles	12+ Passenger	Kit Cars	Custom Vehicles	Electric Vehicles

**B. UNACCEPTABLE FOR PHYSICAL DAMAGE COVERAGE** except as a replacement vehicle with the applicable surcharge:

### I. UNACCEPTABLE RISK: (Physical Damage only):

1. Vehicles for years 2010 and older with an ISO rating symbol of 21 or higher and vehicles for

years 2012 and newer with an ISO rating symbol of 42 or higher (except as replacement vehicles).

2. Physical Damage without Liability.
3. Vehicles over twenty (20) years old.
4. Vehicles five (5) years old or newer.
5. All nonmetallic vehicles (Corvette, Fiero, etc.).
6. Vehicles with preexisting and unrepaired damage, unless the preexisting and unrepaired damage is noted on the vehicle inspection form.
7. **No convertibles.**

**II. All Hybrids and Electric Vehicles are UNACCEPTABLE.**

**III. The following table contains specific vehicles that are UNACCEPTABLE VEHICLES for Physical Damage Coverage.**

<b>BMW</b>	<b>Mercedes-Benz</b>	<b>Mitsubishi</b>
5,6,7,8,X5,X6, M and Z series	400 Series	G Eclipse Spyder
	500 Series	
	600 Series	
	E, G, S, SL, CL	
	R and AMG Series	

**VIOLATION POINT VALUES**

- A.** Determine the rating group by the total points for the past thirty-six (36) months for accidents and all traffic infractions. If multiple infractions arise out of one occurrence, charge only for the one item with the most points. If one car, use only the classification and record of the driver which develops the highest premium. Felony traffic violations not listed below will be subject to Criminal Background Underwriting.

*\*NOTES: \*(1) If a violation is due to come off the MVR within thirty (30) days of the effective date, said violation will be waived. \*(2) At-fault claims that are neither paid nor payable will be assessed 0 points.*

**B. Major Point Values for Accidents and Serious Traffic Infractions**

Point surcharge for all applicants and renewals will be determined by Motor Vehicle Records except when violations have occurred within the previous sixty (60) days, and from the Company's own records as follows:

- |  |          |
|--|----------|
| 1. Unable to obtain a Motor Vehicle Record for past 36 months for any reason, other than inexperience of operator.                     | 2 Points |
| 2. Displaying an altered or false license or the license of another  | 2 Points |
| 3. Driving on shoulder.  | 2 Points |
| 4. Speeding in a school zone.  | 2 Points |
| 5. Passing a stopped school bus.   | 2 Points |
| 6. Disregard a no passing zone.  | 2 Points |
| 7. At-fault claims- Paid or Payable only.  | 3 Points |
| 8. Careless or reckless driving, negligent driving, criminal negligence or racing or speed contest                                     | 3 Points |
| 9. Making false accident reports.  | 3 Points |
| 10. Willfully failing or refusing to comply with any lawful order or direction of any police officer or member of the fire department. | 3 Points |

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|---|----------|
| 11. Obstructing an officer.   | 3 Points |
| 12. Driving with no license or while license is suspended or revoked. | 3 Points |
| 13. Driving without owner's consent.                                  | 3 Points |
| 14. Negligent collision.  | 5 Points |

**c. Minor Non-Criminal Traffic Infractions:**

**The following violations are charged one (1) point each.**

1. Failure to obey traffic instructions, sign/device (stop sign, wrong way on a one-way street, red light, rotary intersection, safety zone, avoiding a traffic light or inoperative traffic light). Improper lane change.
2. Failure to yield right of way.
3. Improper turn or turned when unsafe.
4. Failure to yield entering through highway.
5. Failure to signal for direction on slowing.
6. Transporting hazardous substances.
7. Parking on roadway or highway.
8. Improper start.
9. Improper backing.
10. Following too closely.
11. Failure to have vehicle under control.
12. Obstructing traffic.
13. Improper passing.
14. Driving without lights.
15. Special hazard-failure to use due care.
16. Driving on the wrong side of road.
17. Failure to keep in proper lane.
18. Improper enter/exit traffic-way.
19. Failure to stop at an inoperative traffic signal.
20. Disobeying emergency vehicle regulations.
21. Failure to observe traffic zone.
22. Giving wrong signal.
23. Violation of restriction.
24. Improper child restraint.
25. Allow unlicensed driver to drive or unlawful operation of vehicle.
26. Driving with expired license.
27. Improper or prohibited U-Turn.
28. Turned when unsafe.
29. Driving too fast for conditions.
30. Excessive acceleration, squealing or screeching tires.
31. Failure to control speed.
32. Speeding.

**Exception for Convictions Only:** the following shall not be regarded as moving traffic violations.

- a. Any equipment requirement of the motor vehicle and traffic laws, except brakes.
- b. Failure to display proper license plates provided such plates are in existence.
- c. Failure to have in one's possession an operator or chauffeur license provided there is one in existence.
- d. Car-pool lane violations.
- e. Open container – Passenger.

## CLAIMS REPORTING

The company desires to provide prompt and fair claims service.

To do this, the following procedures must be followed:

1. In the event of an accident, no matter how minor, have the insured notify VGA immediately. Having the insured or claimant contact us directly will expedite the claim process.
2. No repairs, replacements or rentals are authorized without our approval. To do so is a violation of the policy and could result in full or partial denial of the claim.

**Please report all claims to:**

**Venture General Agency, LLC  
P.O. Box 1970  
Marble Falls, TX 78654  
Toll Free 855-480-3755  
Toll Free Fax 855-480-3756**

**Reminder to Agent:**

Please be aware that Chapter 5.401(d) of the Texas Administrative Code states the following:

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.