

State: California **Filing Company:** Response Indemnity Company of California
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Clearcover, Inc. Private Passenger Auto (Professionals Program)
Project Name/Number: Clearcover, Inc. Private Passenger Auto (Professionals Program)/RES-2017-001

Filing at a Glance

Company: Response Indemnity Company of California
 Product Name: Clearcover, Inc. Private Passenger Auto (Professionals Program)
 State: California
 TOI: 19.0 Personal Auto
 Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Filing Type: New Program
 Date Submitted: 09/22/2017
 SERFF Tr Num: WESA-131202847
 SERFF Status: Closed-Approved
 State Tr Num: 17-6380
 State Status: Approved
 Co Tr Num: RES-2017-001 (PROF)

Effective Date: On Approval
 Requested (New):
 Effective Date: On Approval
 Requested (Renewal):
 Author(s): Wesley Pohler
 Reviewer(s): Scott Carlson (primary)
 Disposition Date: 11/29/2017
 Disposition Status: Approved
 Effective Date (New): 11/29/2017
 Effective Date (Renewal): 11/29/2017

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General Information

Project Name: Clearcover, Inc. Private Passenger Auto (Professionals Program)	Status of Filing in Domicile: Not Filed
Project Number: RES-2017-001	Domicile Status Comments: N/A - not filed in FL
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 11/29/2017	
State Status Changed: 11/29/2017	Deemer Date: 12/05/2017
Created By: Wesley Pohler	Submitted By: Wesley Pohler
Corresponding Filing Tracking Number:	

Filing Description:

NOTE: WE ARE RESUBMITTING THIS FILING AS PER INSTRUCTIONS PROVIDED BY RICK HOLBROOK DURING A CONFERENCE CALL WHICH TOOK PLACE ON AUGUST 31ST. THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

Enclosed please find a new program submission for Response Indemnity Insurance Company of California's (Response Indemnity) Clearcover, Inc. private passenger auto (Professionals) filing. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

With this new program submission, Response Indemnity is proposing to introduce its Clearcover, Inc. (Clearcover) Private Passenger Auto (Professionals) program in California. This program will be distributed exclusively through Clearcover, a general agent.

Please refer to the attached independent new forms, rates and rules, and filing memorandum for additional detail.

Your approval or acknowledgement otherwise of this submission is respectfully requested. Thank you for your attention to this matter.

Company and Contact

Filing Contact Information

Meghan Smart, Analyst	meghans@westmontlaw.com
1763 Marlton Pike East	856-216-0220 [Phone]
Suite 200	
Cherry Hill, NJ 08003	

Filing Company Information

(This filing was made by a third party - westmontassociatesinc)

Response Indemnity Company of California	CoCode: 10970	State of Domicile: Florida
10151 Deerwood Park Boulevard	Group Code: 4718	Company Type:
Buidling 100, Suite 500	Group Name:	State ID Number:
Jacksonville, FL 32256	FEIN Number: 91-1862782	
(904) 357-2164 ext. [Phone]		

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Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State Specific

Variance Requested? (Yes/No): No

SERFF Tracking #:

WESA-131202847

State Tracking #:

17-6380

Company Tracking #:

RES-2017-001 (PROF)

State:

California

Filing Company:

Response Indemnity Company of California

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Product Name:

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Scott Carlson	11/29/2017	11/29/2017

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	New Prior Approval Rate Application	Wesley Pohler	10/25/2017	10/25/2017
Supporting Document	Filing Memorandum	Wesley Pohler	10/25/2017	10/25/2017
Supporting Document	New Prior Approval Rate Application	Wesley Pohler	10/17/2017	10/17/2017

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Occupation Listing - Confirmed	Note To Reviewer	Wesley Pohler	11/28/2017	11/28/2017
Occupation List	Note To Filer	Scott Carlson	11/28/2017	11/28/2017
Clearcover, Inc.	Note To Filer	Scott Carlson	10/02/2017	10/02/2017

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Disposition

Disposition Date: 11/29/2017
 Effective Date (New): 11/29/2017
 Effective Date (Renewal): 11/29/2017
 Status: Approved

Comment: Filing approved effective November 29, 2017.

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Response Indemnity Company of California	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	Letter of Authorization		Yes
Supporting Document (revised)	Filing Memorandum		Yes
Supporting Document	Filing Memorandum		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Exhibit 16		Yes
Form	Policy		Yes
Form	Auto Insurance Policy Declarations		Yes
Form	California Auto Body Repair Consumer Bill of Rights		Yes
Form	Disclosure of Consumer Information		Yes
Form	California Excluded Driver Endorsement		Yes
Form	Ridesharing Endorsement		Yes
Form	Notice of Underwriting Decision		Yes
Form	California Coverage Selection		Yes
Form	California Coverage Selection Form		Yes
Rate	Clearcover PPA Rate Rule Manual		Yes

DEPARTMENT OF INSURANCE

RATE REGULATION DIVISION
RATE FILING BUREAU
45 FREMONT STREET, 23rd FLOOR
SAN FRANCISCO, CA 94105



November 29, 2017

Response Indemnity Company of California
c/o Westmont Associates, Inc.
1763 Marlton Pike E #200
Cherry Hill, NJ 08003

Attn: Wesley Pohler VP

RE: **APPROVAL OF APPLICATION**

Response Indemnity Company of California has submitted the following application for approval regarding the following line of business or program:

<u>CDI App. No.:</u>	17-6380
<u>Insurer File No.:</u>	RES-2017-001 (PROF)
<u>Lines of Insurance:</u>	Personal Auto Liability & Physical Damage
<u>Program:</u>	Clearcover, Inc. (Professionals Program)

Only the change(s) specifically indicated in the application set forth above, as it may have been amended, is (are) approved. Nothing in this letter shall constitute approval of any other application, whether incorporated by reference, or filed prior or subsequent to the application set forth above. The Company shall begin issuing policies pursuant to this approval within 90 days of the date of this approval, provided that the insurer is licensed in California to transact the line of insurance for which the approval is given. The Company may implement this approval earlier if it is able to do so. Regardless of the implementation date, the Company shall implement this approval with the same effective date for both new and renewal business and shall offer this product to all eligible applicants as of the implementation date. This approval shall continue to have full force and effect until such time as a subsequent change for the referenced lines or programs may be approved or ordered by the Insurance Commissioner.

If any portion of the application or related documentation conflicts with California law, that portion is specifically not approved. This approval does not constitute an approval of underwriting guidelines nor the specific language, coverages, terms, covenants and conditions contained in any forms, or of the forms themselves. Policy forms and underwriting guidelines included in this filing were reviewed only insofar as they relate to rates contained in this filing or currently on file with the California Department of Insurance. Any subsequent changes to underwriting guidelines or coverages, terms, covenants and conditions contained in any forms must be submitted with supporting documentation when those changes result in any rating impact. The Commissioner may at any time take any action allowed by law if he determines that any underwriting guidelines, forms or procedures for application of rates, or any other portions of the application conflict with any applicable laws or regulations.

Sincerely,

Richard E. Holbrook

Richard E. Holbrook
Chief, Rate Filing Bureau SF1
415.538.4328
HolbrookR@insurance.ca.gov

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Product Name:

Clearcover, Inc. Private Passenger Auto (Professionals Program)

Project Name/Number:

Clearcover, Inc. Private Passenger Auto (Professionals Program)/RES-2017-001

Amendment Letter

Submitted Date:

10/25/2017

Comments:

Good afternoon Mr. Carlson,

Thank you for your review of the enclosed filing. Relative to comments received under related filings, the Company has made updates to its Prior Approval Rate Application and memorandum. These documents are attached for your review.

Please feel free to contact us with any questions.

Thank you,

Erin

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

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Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	Please find attached the Company's complete prior approval rate application.
Attachment(s):	Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).xlsm Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).pdf Clearcover PriorAppRateApplication - Professionals_REVISED 20171024.xlsm Clearcover PriorAppRateApplication - Professionals_REVISED 20171024.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please find attached the Company's complete prior approval rate application.</i>
Attachment(s):	<i>Clearcover PriorAppRateApplication - Professionals.pdf Clearcover PriorAppRateApplication - Professionals.xlsm Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).xlsm Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please find attached the Company's complete prior approval rate application.</i>
Attachment(s):	<i>Clearcover PriorAppRateApplication - Professionals.pdf Clearcover PriorAppRateApplication - Professionals.xlsm Clearcover Prior-Approval-Rate-Template - Professionals.pdf Clearcover Prior-Approval-Rate-Template - Professionals.xlsm</i>

Satisfied - Item:	Filing Memorandum
Comments:	Please find attached the Company's filing memorandum.
Attachment(s):	Clearcover CA Auto Rate Filing - Filing Memorandum.pdf Professional Program_REVISED 10 24 2017.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Filing Memorandum</i>
Comments:	<i>Please find attached the Company's filing memorandum.</i>
Attachment(s):	<i>Clearcover CA Auto Rate Filing - Filing Memorandum.pdf Professional Program_Filing.pdf</i>

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Amendment Letter

Submitted Date: 10/17/2017

Comments:

Thank you Scott. We have updated our template files per questions received on the General filing.

Best regards,

Wes

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	Please find attached the Company's complete prior approval rate application.
Attachment(s):	Clearcover PriorAppRateApplication - Professionals.pdf Clearcover PriorAppRateApplication - Professionals.xlsm Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).xlsm Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).pdf
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Satisfied - Item:	<i>New Prior Approval Rate Application</i>
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Note To Reviewer

Created By:

Wesley Pohler on 11/28/2017 03:52 PM

Last Edited By:

Wesley Pohler

Submitted On:

11/28/2017 03:52 PM

Subject:

Occupation Listing - Confirmed

Comments:

Scott,

Good afternoon.

Thanks again for all of your help.

Per your request, I hereby confirm on the Company's behalf that the following occupations are removed:

Administrator
Advisor
Analyst
Operations Manager
Planner
Professional Staff Manager
Product Manager

Best regards,

Wes

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Note To Filer

Created By:

Scott Carlson on 11/28/2017 12:51 PM

Last Edited By:

Scott Carlson

Submitted On:

11/28/2017 12:52 PM

Subject:

Occupation List

Comments:

Professionals Program

Per conversion with Wesley Pohler (VP - Westmont Associates, Inc.) and Rick Holbrook (Bureau Chief - RRD SF1), the above program can be approved based on the deletion of the following occupational groups due to lack of specificity:

- Administrator
- Advisor
- Analyst
- Operations Manager
- Planner
- Professional Staff Manager
- Product Manager

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Note To Filer

Created By:

Scott Carlson on 10/02/2017 01:22 PM

Last Edited By:

Scott Carlson

Submitted On:

10/02/2017 01:27 PM

Subject:

Clearcover, Inc.

Comments:

All of the programs have to be offered to all consumers that qualify for any of the programs. A consumer must be offered the lowest priced program for which they qualify. There cannot be exclusive offerings by Clearcover, SCJ, or Rivington Partners. Response Indemnity Insurance Company is responsible for ensuring that all consumers are offered all of the approved programs. This has been articulated to Westmont several times. As such, should our FRUB unit discover marketing to the contrary during a Market Conduct Exam then the company will be subject to the maximum fines & penalties.

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Policy	CA-01-001	08 17	PCF	New			Clearcover Auto Policy CA FINAL.pdf
2		Auto Insurance Policy Declarations	CA-01-002	08 17	DEC	New			Clearcover Policy-Declaration-Page-Revised FINAL.pdf
3		California Auto Body Repair Consumer Bill of Rights	CA-01-007	08 17	END	New			Clearcover Auto Body Repair Consumer Bill of Rights CA FINAL.pdf
4		Disclosure of Consumer Information	CA-01-008	08 17	DSC	New			Clearcover Consumer Information Disclosure CA FINAL.pdf
5		California Excluded Driver Endorsement	CA-01-009	08 17	END	New			Clearcover Excluded Driver Endorsement CA FINAL.pdf
6		Ridesharing Endorsement	CA-01-011	08 17	END	New			Clearcover Ridesharing Endorsement Revised 8-1-17 FINAL.pdf
7		Notice of Underwriting Decision	CA-01-012	08 17	DSC	New			Clearcover Underwriting Decision Notice CA FINAL.pdf
8		California Coverage Selection	CA-01-013	08 17	ERS	New			Clearcover Coverage Selection Form UM-UIM CA FINAL.pdf

SERFF Tracking #:

WESA-131202847

State Tracking #:

17-6380

Company Tracking #:

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
9		California Coverage Selection Form	CA-01-014	08 17	ERS	New			Clearcover Coverage Selection Form UMPD-CDW CA FINAL.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

California Auto Policy

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California Auto Policy

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California Auto Policy

CALIFORNIA AUTO POLICY

LIMITS OF FUTURE COVERAGE

PLEASE REFER TO THE "GENERAL PROVISIONS" SECTION OF THIS POLICY AND READ THE FOLLOWING PROVISIONS CAREFULLY. THEY MAY AFFECT YOUR COVERAGE IN THE FUTURE:

CHANGES
CANCELLATION
NONRENEWAL

INSURING AGREEMENT

In return for **your** payment of the premium, **we** agree to insure **you** subject to all the terms, conditions and limitations of this policy. **We** will insure **you** for the coverages and the limits of liability shown on this policy's **declarations page**. **Your** policy consists of the policy contract, **your** insurance application, the **declarations page**, and all endorsements to this policy.

GENERAL DEFINITIONS

The following definitions apply throughout the policy. Defined terms are printed in bold- face type and have the same meaning whether in the singular, plural, or any other form.

1. "**Additional auto**" means an **auto you** become the owner of during the policy period that does not permanently replace an **auto** expressly identified on the **declarations page** if:

- a. **we** insure all other **autos you** own;
- b. the **additional auto** is not covered by any other insurance policy;
- c. **you** notify **us** within 30 days of becoming the owner of the **additional auto**; and
- d. **you** pay any additional premium due.

An **additional auto** will have the broadest coverage **we** provide for any **auto** shown on the **declarations page**. If **you** ask **us** to insure an **additional auto** more than 30 days after **you** become the owner, any coverage **we** provide will begin at the time you request coverage.

California Auto Policy

2. **"Alternate Transportation"** means any alternate means of conveyance or travel that is not a **covered auto**. Examples may include renting a vehicle similar to the **covered auto** shown on the **declarations page**, using **transportation network companies**, using public transportation, or other means of conveyance.

3. **"Auto"** means a land motor vehicle:

- a. of the private passenger, pickup body, or cargo van type;
- b. designed for operation principally upon public roads;
- c. with at least four wheels; and
- d. with a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer's specifications.

However, **"auto"** does not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area.

4. **"Auto business"** means the business of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles.

5. **"Bodily injury"** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.

6. **"Covered auto"** means:

- a. an **auto** or **trailer** expressly identified by make, model and vehicle identification number on the **declarations page** for the coverages applicable to that **auto** or **trailer**;
- b. any **additional auto**;
- c. any **replacement auto**; or
- d. a **trailer** owned by **you**.

7. **"Declarations page"** means the document showing **your** coverages, limits of liability, **covered autos**, premium, and other policy-related information. The **declarations page** may also be referred to as the Auto Insurance Coverage Summary.

8. **"Occupying"** means in, on, entering or exiting.

9. **"Personal vehicle sharing program"** means a legal entity qualified to do business in the state of California engaged in the business of facilitating the sharing of private passenger motor vehicles for noncommercial use by individuals within the state.

10. **"Rated resident"** means a person residing in the same household as **you** at the time of the loss who is not a **relative**, but only if that person is both:

- a. listed in the "Drivers and household residents" section on the **declarations page**; and
- b. not designated as either an "Excluded" or a "List Only" driver.

11. **"Relative"** means a person residing in the same household as **you**, and related to **you** by blood, marriage or adoption, and includes a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will qualify as a **relative** if they intend to continue to reside in **your** household.

12. **"Replacement auto"** means an **auto** that permanently replaces an **auto** expressly identified on the **declarations page**. A **replacement auto** will have the same coverage as the **auto** it replaces if the

California Auto Policy

replacement auto is not covered by any other insurance policy. However, if the **auto** being replaced had coverage under Part IV—Damage To A Vehicle, such coverage will apply to the **replacement auto** only during the first 30 days after **you** become the owner unless **you** notify us within that 30-day period that **you** want **us** to extend coverage beyond the initial 30 days. If the **auto** being replaced did not have coverage under Part IV—Damage To A Vehicle, such coverage may be added, but the **replacement auto** will have no coverage under Part IV until **you** notify **us** of the **replacement auto** and ask **us** to add the coverage.

13. **"Ride-sharing activity"** means the use of any vehicle to provide transportation of persons or property in connection with a **transportation network company** from the time a user logs on to, or signs in to, any online-enabled application, soft-ware, website or system until the time the user logs out of, or signs off of, any such online-enabled application, software, website or system, whether or not the user has accepted any passenger(s) or delivery assignment, including the time the user is on the way to pick up any passenger(s) or property, or is transporting any passenger(s) or property.

14. **"Trailer"** means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by an **auto** and not being used:

- a. for commercial purposes;
- b. as an office, store, or for display purposes; or
- c. as a passenger conveyance.

15. **"Transportation network company"** means an organization, including, but not limited to, a corporation, limited liability company, partnership, sole proprietor, or any other entity operating in California that provides prearranged transportation services for compensation using an online-enabled application or platform to connect clients or passengers with drivers using a personal vehicle.

16. **"We", "us" and "our"** mean the underwriting company providing the insurance, as shown on the **declarations page**.

17. **"You" and "your"** mean:

- a. a person shown as a named insured on the **declarations page**;
- b. the spouse of a named insured if residing in the same household at the time of the loss; and
- c. the registered domestic partner of a named insured if residing in the same household at the time of the loss.

PART I—LIABILITY TO OTHERS

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an accident.

Damages include prejudgment interest awarded against an **insured person**.

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We will settle or defend, at **our** option, any claim for damages covered by this Part I. If, however, in the defense of any claim, an **insured person** is entitled by law to independent counsel, and has not waived that right in writing, **we** will provide such counsel. Independent counsel may, however, be chosen by the **insured person** provided that such counsel has the following minimum qualifications:

1. at least five years of experience in civil litigation, including substantial defense experience in the subject at issue in the action; and
2. errors and omissions coverage.

We are not obligated to pay the fees of such counsel until the **insured person** provides **us** with reasonable written proof that the counsel chosen possesses these minimum qualifications. In no event are **we** obligated to pay fees in excess of the rate actually paid by **us** to an attorney in the ordinary course of business in the defense of a similar action in the community in which the claim arose or is being defended.

We will also pay for replacement of a child passenger restraint system meeting applicable federal motor vehicle safety standards that was damaged in, or being used by a child at the time of, an accident for which liability coverage under **your** policy is applicable due to the liability of an **insured person**.

ADDITIONAL DEFINITIONS

When used in this Part I:

1. **"Insured person"** means:
 - a. **you**, a **relative**, or a **rated resident** with respect to an accident arising out of the ownership, maintenance or use of an **auto** or a **trailer**;
 - b. any person with respect to an accident arising out of that person's use of a **covered auto** with the permission of **you**, a **relative**, or a **rated resident**;
 - c. any person or organization with respect only to vicarious liability for the acts or omissions of a person described in a. or b. above; and
 - d. any "Additional Interest" shown on the **declarations page** with respect only to its liability for the acts or omissions of a person described in a. or b. above.
2. **"Property damage"** means physical damage to, destruction of, or loss of use of, tangible property.

ADDITIONAL PAYMENTS

In addition to **our** limit of liability, **we** will pay for an **insured person**:

1. all expenses **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid, offered to pay, or deposited in court, that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;

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3. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** limit of liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an accident resulting in **bodily injury** or **property damage** covered under this Part I. **We** have no duty to apply for or furnish this bond; and
5. reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including **our** duty to defend, will not apply to any **insured person** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle or **trailer** while being used:
 - a. to carry persons or property for compensation or a fee;
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
 - c. for **ride-sharing activity**.

This exclusion does not apply to shared-expense car pools;

2. any liability assumed under any contract by that **insured person**;
3. **bodily injury** to an employee of that **insured person** arising out of or within the course of employment. This exclusion does not apply to domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an accident involving any vehicle while being maintained or used by a person while employed or engaged in any **auto business**. This exclusion does not apply to **you**, a **relative**, a **rated resident**, or an agent or employee of **you**, a **relative**, or a **rated resident**, when using a **covered auto**;
5. **bodily injury** or **property damage** resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized racing, stunting, speed or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or racecourse;
6. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
8. **bodily injury** or **property damage** caused by an intentional act of that **insured person**, or at the direction of that **insured person**, even if the actual injury or damage is different than that which was intended or expected;
9. **property damage** to any property owned by, rented to, being transported by, or in the charge of that **insured person**. This exclusion does not apply to a rented residence or a rented garage;

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10. **bodily injury** to **you** or a **relative**;
11. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered auto** for which this coverage has been purchased;
12. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle owned by a **relative** or a **rated resident** or furnished or available for the regular use of a **relative** or a **rated resident**, other than a **covered auto** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;
13. **bodily injury** or **property damage** arising out of **your**, a **relative's**, or a **rated resident's** use of a vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
14. punitive or exemplary damages;
15. **bodily injury** or **property damage** caused by, or reasonably expected to result from, a criminal act or omission of that **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations;
16. **bodily injury** or **property damage** arising out of the use of a **covered auto** while used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**; or
17. **bodily injury** or **property damage** arising out of the use of a **covered auto** while leased or rented to others or given in exchange for any compensation.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for liability coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person resulting from any one accident;
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. the amount shown for "**property damage**" is the most **we** will pay for the total of all **property damage** resulting from any one accident.

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Except as otherwise provided by law, the "each person" limit of liability applies to the total of all claims made for **bodily injury** to a person and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

No one is entitled to duplicate payments for the same elements of damages.

Any payment to a person under this Part I will be reduced by any payment to that person under Part III(A)—Uninsured/Underinsured Motorist Bodily Injury Coverage.

We will not pay under this Part I any expenses paid or payable under Part II—Medical Payments Coverage.

If multiple auto policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

An **auto** and attached **trailer** are considered one **auto**. Therefore, the limits of liability will not be increased for an accident involving an **auto** that has an attached **trailer**.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. The **insured person** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

If there is any other applicable liability insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for a vehicle or trailer, other than a **covered auto**, will be excess over any other collectible insurance, self-insurance, or bond.

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OUT-OF-STATE COVERAGE

If an accident to which this Part I applies occurs in any state, territory or possession of the United States of America or any province or territory of Canada, other than the one in which a **covered auto** is principally garaged, and the state, province, territory or possession has:

1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, this policy will provide the higher limits; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses an **auto** in that state, province, territory or possession, this policy will provide the greater of:
 - a. the required minimum amounts and types of coverage; or
 - b. the limits of liability under this policy.

PART II—MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay the reasonable expenses incurred for necessary **medical services** received within one year from the date of a **motor vehicle** accident because of **bodily injury**:

1. sustained by an **insured person**; and
2. caused by that **motor vehicle** accident.

We, or someone on **our** behalf, will determine:

1. whether the expenses for **medical services** are reasonable; and
2. whether the **medical services** are necessary.

ADDITIONAL DEFINITIONS

When used in this Part II:

1. **"Insured person"** means:
 - a. **you**, a **relative**, or a **rated resident**:
 - (i) while **occupying** an **auto**; or
 - (ii) when struck by a **motor vehicle** or a **trailer** while not **occupying** a self-propelled motorized vehicle; and
 - b. any other person while **occupying** a **covered auto** with the permission of **you**, a **relative**, or a **rated resident**.

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2. **"Medical services"** means medical, surgical, dental, x-ray, ambulance, hospital, professional nursing, and funeral services, and includes the cost of eyeglasses, hearing aids, pharmaceuticals, orthopedics, and prosthetic devices.
3. **"Motor vehicle"** means a land motor vehicle designed for use principally on public roads.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

Coverage under this Part II will not apply to **bodily injury**:

1. sustained by any person while **occupying** a **covered auto** while it is being used:
 - a. to carry persons or property for compensation or a fee;
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
 - c. for **ride-sharing activity**.

This exclusion does not apply to shared-expense car pools;

2. arising out of an accident involving a vehicle while being maintained or used by a person while employed or engaged in any **auto business**. This exclusion does not apply to **you**, a **relative**, a **rated resident**, or an agent or employee of **you**, a **relative**, or a **rated resident**, when using a **covered auto**;
3. to any person resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized racing, stunting, speed or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or race-course;
4. due to a nuclear reaction or radiation;
5. for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
6. for which the United States Government is liable under the Federal Tort Claims Act;
7. sustained by any person while **occupying** any vehicle or trailer while located for use as a residence or premises;
8. if workers' compensation benefits are available for the **bodily injury**;
9. sustained by any person while **occupying** or when struck by any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered auto** for which this coverage has been purchased;
10. sustained by any person while **occupying** or when struck by any vehicle owned by a **relative** or a **rated resident** or furnished or available for the regular use of a **relative** or a **rated resident**, other than a **covered auto** for which this coverage has been purchased. This exclusion does not apply to **you**;

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11. to **you**, a **relative**, or a **rated resident**, while **occupying** any vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
12. to any person while **occupying** a **covered auto** while leased or rented to others or given in exchange for any compensation, including while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**;
13. caused directly or indirectly by:
 - a. war (declared or undeclared) or civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
14. caused directly or indirectly by:
 - a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or poisonous biological material; or
 - b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
15. caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Medical Payments Coverage is the most **we** will pay for each **insured person** injured in any one accident, regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Any amount payable to an **insured person** under this Part II will be reduced by any amount paid or payable for the same expense under Part I—Liability To Others or Part III(A)—Uninsured/Underinsured Motorist Bodily Injury Coverage.

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If multiple auto policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If an **insured person** incurs expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those expenses and contest them.

If the medical service provider sues the **insured person** because **we** refuse to pay expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** will pay any resulting defense costs, and any resulting judgment against the **insured person**, subject to the limit of liability for this coverage. **We** will choose the counsel. **We** will also pay reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request.

The **insured person** may not sue **us** for expenses for **medical services** **we** deem to be unreasonable or unnecessary unless the **insured person** paid the entire disputed amount to the medical service provider or the medical service provider has initiated collection activity against the **insured person** for the unreasonable or unnecessary expenses.

OTHER INSURANCE

If there is other applicable **auto** medical payments insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for an **insured person occupying** a vehicle or **trailer**, other than a **covered auto**, will be excess over any other **auto** insurance providing payments for **medical services**.

PART III(A)—UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

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We will pay for damages an **insured person** is entitled to recover from the owner or operator of an **underinsured motor vehicle** only after the limits of liability under all applicable bodily injury liability bonds and policies have been exhausted by payment of judgments or settlements.

Any judgment or settlement for damages against an owner or operator of an **uninsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

ADDITIONAL DEFINITIONS

When used in this Part III(A):

1. **"Insured person"** means:

- a. **you**, a **relative**, or a **rated resident**;
- b. any person **occupying** a **covered auto**;
- c. any person **occupying** a non-owned **auto** while it is being operated by **you**; and
- d. any person who is entitled to recover damages covered by this Part III(A) because of **bodily injury** sustained by a person described in a., b. or c. above.

2. **"Underinsured motor vehicle"** means a land motor vehicle or trailer to which a bodily injury liability bond, policy, cash deposit, or self-insurance certificate applies at the time of the accident, but the sum of all such bonds, policies, deposits or self-insurance is less than the coverage limit for Uninsured/Underinsured Motorist Coverage shown on the **declarations page**.

An **"underinsured motor vehicle"** does not include any vehicle or equipment:

- a. owned by **you**, a **relative**, or a **rated resident**. However, this does not apply if a vehicle owned by **you**, a **relative**, or a **rated resident** causes **bodily injury** to an **insured person** while being operated, or caused to be operated, by a person without the consent of the injured **insured person** and in connection with criminal activity, if that criminal activity is documented in a police report and the injured **insured person** is not a party to the criminal activity;
- b. owned by any governmental unit or agency;
- c. designed mainly for use off public roads, while not on public roads;
- d. while used as a residence or premises; or
- e. expressly identified by make, model and serial number on the **declarations page** of this policy;

3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer of any type:

- a. to which no bodily injury liability bond or policy applies at the time of the accident;
- b. to which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage;
 - (ii) refuses to admit coverage except conditionally or under a reservation of rights; or
 - (iii) is insolvent, or becomes so within one year of the accident;
- c. that is a hit-and-run vehicle whose owner or operator cannot be identified and

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which causes **bodily injury** by striking:

- (i) **you**, a **relative**, or a **rated resident**; or
- (ii) a vehicle that an **insured person** is **occupying**;

provided that the **insured person**, or someone on his or her behalf:

- (i) reports the accident to the police or civil authority within 24 hours or as soon as practicable after the accident; and
- (ii) provides **us**, within 30 days of the accident, a statement under oath that the **insured person**, or his or her legal representative, has a cause of action against the owner or operator of a vehicle who cannot be identified. The statement must set forth facts supporting the claim; or

d. that is used without the permission of the owner thereof if there is no bodily injury liability insurance or bond applicable at the time of the accident with respect to the owner or operator thereof.

An "**uninsured motor vehicle**" does not include any vehicle or equipment:

- a. owned or operated by **you**, a **relative**, or a **rated resident**. However, this does not apply if a vehicle owned by **you**, a **relative**, or a **rated resident** causes **bodily injury** to an **insured person** while being operated, or caused to be operated, by a person without the consent of the injured **insured person** and in connection with criminal activity, if that criminal activity is documented in a police report and the injured **insured person** is not a party to the criminal activity;
- b. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent;
- c. owned by any governmental unit or agency;
- d. designed mainly for use off public roads, while not on public roads;
- e. while located for use as a residence or premises; or
- f. that is a **covered auto** expressly identified by make, model and serial number on the **declarations page** of this policy.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III(A).

Coverage under this Part III(A) will not apply:

1. to **bodily injury** sustained by any person while using or **occupying**:

a. any **auto** while being used:

- (i) to carry persons or property for compensation or a fee;
- (ii) for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
- (iii) for **ride-sharing activity**.

This exclusion does not apply to shared-expense car pools; or

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- b. a motor vehicle that is owned by **you**, a **relative**, or a **rated resident**. This exclusion does not apply to a **covered auto** that is insured under this Part III(A);
2. to **bodily injury** sustained by **you**, a **relative**, or a **rated resident** while using any vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
 3. directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law;
 4. to any punitive or exemplary damages;
 5. to **bodily injury** sustained by any person and caused by an **uninsured motor vehicle** if that person or the legal representative of that person settles without **our** written consent;
 6. to **bodily injury** sustained by any person while using or **occupying** a motor vehicle operated by a person excluded from coverage under this policy under a Named Driver Exclusion Election;
 7. to **bodily injury** sustained by any person while **occupying** a motor vehicle, other than a **covered auto**, if the owner has insurance similar to that provided under this Part III(A); or
 8. to **bodily injury** arising out of the use of a **covered auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Uninsured/Underinsured Motorist Coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person; and
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident.

The "each person" limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

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If the **declarations page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The limits of liability under this Part III(A) will be reduced by all sums:

1. paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible;
2. paid under Part I—Liability To Others; and
3. paid, and the present value of all amounts payable, because of **bodily injury** under any workers’ compensation law.

The damages an **insured person** is entitled to recover under this Part III(A) shall be reduced by all sums paid or payable under any valid and collectible automobile medical payments insurance available to the **insured person** including, but not limited to, all sums paid or payable under this policy’s Part II—Medical Payments Coverage.

No one will be entitled to duplicate payments for the same elements of damages.

If multiple auto policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, the damages an **insured person** is entitled to recover under this Part III(A) shall be deemed not to exceed the highest limit of any applicable coverage. **We** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. However, any insurance **we** provide with respect to a vehicle that is not a **covered auto** will be excess over any other uninsured or underinsured motorist coverage.

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
 2. the amount of the damages sustained by the **insured person**;
- this will be determined by arbitration. If the accident involves an **uninsured motor vehicle**, any demand for arbitration must be made within two years of the date of the accident. If the accident involves an **underinsured motor vehicle**, the demand must be made after all applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements and prior to

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the expiration of the bodily injury statute of limitations in the state in which the accident occurred. An **insured person** demanding arbitration must send written notice to **us**, or **our** agent for process, by certified mail, return receipt requested.

In the event of arbitration, arbitration shall be conducted by a single neutral arbitrator. The costs and fees of the arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply.

A decision by the arbitrator will be binding with respect to a determination of:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or **underinsured motor vehicle**; and
2. the amount of the damages sustained by the **insured person**.

The arbitrator will have no authority to award an amount in excess of the limit of liability.

PART III(B)—UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE

INSURING AGREEMENT—UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for **property damage** caused by the owner or operator of an **uninsured motor vehicle** that:

1. is caused by an accident; and
2. arises out of the ownership, maintenance or use of an **uninsured motor vehicle**.

INSURING AGREEMENT—UNINSURED MOTORIST COLLISION DEDUCTIBLE WAIVER COVERAGE

If **you** pay both the premium for this coverage and the premium for Collision Coverage under Part IV—Damage To A Vehicle for the same **covered auto**, **we** will pay your Collision Coverage deductible for that **covered auto** if involved in an accident that:

1. is caused by the owner or operator of an **uninsured motor vehicle**; and
2. arises out of the ownership, maintenance, or use of an **uninsured motor vehicle**.

We will pay for replacement of a child passenger restraint system meeting applicable federal motor vehicle safety standards that was damaged in, or being used by a child in a **covered auto** at the time of, an accident for which Uninsured Motorist Property Damage Coverage applies due to the liability of the owner or operator of an **uninsured motor vehicle**.

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The owner or operator of the **uninsured motor vehicle** must be identified or the **uninsured motor vehicle** must be identified by its license number. **You**, or someone on **your** behalf, must notify **us**, or one of **our** agents or brokers, of any accident resulting in **property damage** within 10 business days from the date of the accident.

Any judgment or settlement for damages against an owner or operator of an **uninsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

ADDITIONAL DEFINITIONS

When used in this Part III(B):

1. **"Property damage"** means physical damage to, or destruction of, a **covered auto** caused by actual, direct physical contact with an **uninsured motor vehicle**. It does not include loss of use of the **covered auto**.
2. **"Uninsured motor vehicle"** means a land motor vehicle or trailer of any type:
 - a. to which no **property damage** liability bond or policy applies at the time of the accident;
 - b. to which a **property damage** liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage;
 - (ii) refuses to admit coverage except conditionally or under a reservation of rights; or
 - (iii) is insolvent, or becomes so within one year of the accident; or
 - c. that is used without the owner's permission if there is no property damage liability insurance or bond applicable at the time of the accident with respect to the owner or operator of the vehicle.

An **"uninsured motor vehicle"** does not include any vehicle or equipment:

- a. owned or operated by **you** or a **relative** or furnished or available for the regular use of **you** or a **relative**;
- b. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent;
- c. owned by any governmental unit or agency;
- d. operated on rails or crawler treads;
- e. designed mainly for use off public roads, while not on public roads;
- f. while located for use as a residence or premises;
- g. expressly identified by make, model and serial number on the **declarations page** of this policy; or
- h. that has at least the minimum property damage liability limits required by Vehicle Code § 16056, even if the property damage liability limits are not sufficient to compensate for all property damage caused by the owner or operator of the vehicle.

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EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III(B).

Coverage under this Part III(B) will not apply:

1. to any punitive or exemplary damages;
2. to **property damage** to a motor vehicle operated by a person excluded from coverage under this policy under a Named Driver Exclusion Election;
3. to **property damage** to a **trailer**;
4. to **property damage** if there is no actual, direct physical contact between the **uninsured motor vehicle** and the **covered auto**;
5. to **property damage** unless the owner or operator of the **uninsured motor vehicle**, or the license plate number of the **uninsured motor vehicle**, can be identified; or
6. to **property damage** arising out of the use of a **covered auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Uninsured Motorist Property Damage Coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered autos**;
3. lawsuits brought;
4. vehicles involved in the accident; or
5. premiums paid.

The amount shown on the **declarations page** for "**property damage**" is the most **we** will pay for the aggregate of all **property damage** caused by any one accident.

Our Limit of Liability under this Part III(B) for **property damage** to a **covered auto** arising out of one accident is the lowest of:

1. the actual cash value of the **covered auto** at the time of the accident;
2. the amount necessary to replace the **covered auto**;
3. the amount necessary to repair the **covered auto** to its pre-loss condition;
4. any Limit of Liability shown on the **declarations page** for "**property damage**" under this Part III(B);
or
5. the amount of the deductible for Collision Coverage shown on the **declarations page**. This subpart only applies if **you** have paid the premium for Collision Coverage under Part IV—Damage To A Vehicle.

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Our Limit of Liability for Uninsured Motorist Collision Deductible Waiver Coverage under this Part III(B) for **property damage** to a **covered auto** arising out of any one accident is the lower of:

1. the amount of the loss; or
2. the amount of the Collision Coverage deductible shown on the **declarations page** for the **covered auto** that is involved in the accident.

Payments for **property damage** under this Part III(B) are subject to an adjustment for depreciation and physical condition; such adjustment will be made in determining the Limit of Liability at the time of the accident.

No one will be entitled to duplicate payments for the same elements of damages.

OTHER INSURANCE

If there is other applicable uninsured motorist property damage coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits.

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or owner of an **uninsured motor vehicle**; or
 2. the amount of the property damage sustained by the insured person;
- this will be determined by arbitration. Any demand for arbitration must be made within one year from the date of the accident.

In the event of arbitration, arbitration shall be conducted by a single neutral arbitrator. The costs and fees of the arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the insured person resides. Local rules of procedure and evidence will apply.

A decision by the arbitrator will be binding with respect to a determination of:

1. the legal liability of the operator or owner of an uninsured motor vehicle; and
2. the amount of the property damage sustained by the insured person.

The arbitrator will have no authority to award an amount in excess of the limit of liability.

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PART IV—DAMAGE TO A VEHICLE

INSURING AGREEMENT—COLLISION COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to a:

1. **covered auto**, including an attached **trailer**; or
2. **non-owned auto**;

and its **custom parts or equipment**, resulting from **collision**.

In addition, this coverage will pay for replacement of a child passenger restraint system meeting applicable federal motor vehicle safety standards that was damaged in, or being used by a child in a **covered auto** or **non-owned auto** at the time of, a **collision** to which this coverage applies.

INSURING AGREEMENT—COMPREHENSIVE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to a:

1. **covered auto**, including an attached **trailer**; or
2. **non-owned auto**;

and its **custom parts or equipment**, that is not caused by **collision**.

A loss not caused by collision includes:

1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny;
8. windstorm, hail, water or flood; or
9. breakage of glass not caused by **collision**.

In addition, this coverage will pay for replacement of a child passenger restraint system meeting applicable federal motor vehicle safety standards that was damaged in, or being used by a child at the time of, a sudden, direct and accidental loss to a **covered auto** or **non-owned auto** that is not caused by **collision** and to which loss this coverage applies.

Also, **we** will pay for:

1. reasonable transportation expenses incurred by **you** if a **covered auto** is stolen; and
2. loss of use damages that **you** are legally liable to pay if a **non-owned auto** is stolen.

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A combined maximum of \$750, not exceeding \$25 per day, will apply to these additional benefits. The additional benefit for transportation expenses will not apply if **you** purchased Alternate Transportation Coverage for the stolen **covered auto**.

Coverage for transportation expenses and loss of use damages begins 48 hours after **you** report the theft to **us** and ends the earliest of:

1. when the **auto** has been recovered and returned to **you** or its owner;
2. when the **auto** has been recovered and repaired;
3. when the **auto** has been replaced; or
4. 72 hours after **we** provide a verbal or written evaluation to settle the loss if the **auto** is deemed by **us** to be a total loss.

We may require written proof of transportation expenses and loss of use damages.

INSURING AGREEMENT—ALTERNATE TRANSPORTATION COVERAGE

We will reimburse **alternate transportation** charges incurred when **you** use other means of transportation due to a loss to a **covered auto** for which Alternate Transportation Coverage has been purchased. This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **covered auto** and the loss is covered under one of those coverages.

If **you** rent an auto from a rental agency or auto repair shop, additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

This coverage is limited to the each day limit shown on the **declarations page** for a maximum of 30 days.

If Alternate Transportation Coverage applies, no other coverage under this policy for rental expenses will apply.

Alternate Transportation charges will be reimbursed beginning:

1. when the **covered auto** cannot be driven due to a loss; or
2. if the **covered auto** can be driven, when **you** deliver the **covered auto** to an auto repair shop for repairs due to the loss;

and ending the earliest of:

1. when the **covered auto** has been returned to **you**;
2. when the **covered auto** has been repaired;
3. when the **covered auto** has been replaced;
4. 72 hours after **we** provide a verbal or written evaluation to settle the loss if the **covered auto** is deemed by **us** to be a total loss; or
5. when **you** incur 30 days worth of **alternate transportation** charges.

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You may need to provide **us** written proof of your **alternate transportation** charges to be reimbursed.

ADDITIONAL DEFINITIONS

When used in this Part IV:

1. "**Collision**" means the upset of a vehicle or its impact with another vehicle or object.
2. "**Custom parts or equipment**" means equipment, devices, accessories, enhancements and changes, other than those that are offered by the manufacturer specifically for that auto model, or that are installed by the auto dealership as part of the original sale of a new **auto**, that:
 - a. are permanently installed or attached; and
 - b. alter the appearance or performance of the **auto**.
3. "**Mechanical parts**" means operational parts on a vehicle that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as a whole. **Mechanical parts** do not include external crash parts, wheels, paint, or windshields and other glass.
4. "**Non-owned auto**" means an auto that is not owned by or furnished or available for the regular use of **you**, a **relative**, or a **rated resident** while in the custody of or being operated by **you**, a **relative**, or a **rated resident** with the permission of the owner of the auto or the person in lawful possession of the auto.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV will not apply for loss:

1. to any vehicle while being used:
 - a. to carry persons or property for compensation or a fee;
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
 - c. for **ride-sharing activity**.

This exclusion does not apply to shared-expense car pools;

2. to a **non-owned auto** while being maintained or used by a person while employed or engaged in any **auto business**;
3. to any vehicle resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized racing, stunting, speed or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or racecourse;
4. to any vehicle for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;

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5. to any vehicle caused by an intentional act committed by or at the direction of **you**, a **relative**, a **rated resident**, or the owner of a **non-owned auto**, even if the actual damage is different than that which was intended or expected;
6. to a **covered auto** while it is leased or rented to others or given in exchange for compensation, including while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**;
7. due to destruction or confiscation by governmental or civil authorities of any vehicle because **you**, any **relative**, or any **rated resident** engaged in illegal activities;
8. to any vehicle that is due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical, electrical or electronic breakdown or failure; or
 - d. road damage to tires.

This exclusion does not apply if the damage results from the theft of a vehicle;

9. to portable equipment, devices, accessories, and any other personal effects that are not permanently installed. This includes, but is not limited to:
 - a. tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
 - b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, DVDs, or other recording or recorded media;
 - c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - d. CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;
10. to any vehicle for diminution of value;
11. to any vehicle caused directly or indirectly by:
 - a. war (declared or undeclared) or civil war;
 - b. warlike action by any military force of any government, sovereign, or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
12. to any vehicle caused directly or indirectly by:
 - a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or poisonous biological material; or
 - b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose;
13. to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of **you**, a **relative**, a **rated resident**, or the owner of a **non-owned auto**. This exclusion applies regardless of whether **you**, the **relative**, the **rated resident**, or the owner of the **non-owned auto** is actually

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charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations; or

14. Loss to **your insured auto** (including loss to an attached **trailer**) from a **collision** with another object or by upset of that **auto** or **trailer** if, at the time of the loss, the **auto** was being operated by a licensed driver who was not listed on **your** policy declarations as a driver and who was either:

- a) a **relative**; or
- b) a guest temporarily staying in **your** home.

We will not apply this exclusion under the following circumstances:

- a) The driver operating the **auto** became a **relative**, a guest temporarily staying in **your** home, or a licensed driver no more than 90 days prior to the loss;
- b) The driver has expressed or implied permission from **you** to operate the insured **auto** and is not a **relative** or a guest temporarily staying in **your** home more than 90 days prior to the loss
- c) At the time of the loss, the driver was listed as an insured or licensed operator under another automobile policy; or
- d) At the time of the loss, the driver was operating the **auto**:
 - i) for the purpose of obtaining emergency medical treatment for a passenger in the **auto**; or
 - ii) because of the intoxicated condition of all other licensed drivers in the **auto**, and the driver was not legally intoxicated. Coverage will not apply unless a police accident report is obtained at the scene of the accident or, if a police accident report is not available at the scene of the accident, as soon as possible thereafter.

LIMITS OF LIABILITY

1. The limit of liability for loss to a **covered auto, non-owned auto, or custom parts or equipment** is the lowest of:

- a. the actual cash value of the stolen or damaged property at the time of the loss reduced by the applicable deductible;
- b. the amount necessary to replace the stolen or damaged property reduced by the applicable deductible;
- c. the amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible; or
- d. the Stated Amount shown on the **declarations page** for that **covered auto**.

However, the most **we** will pay for loss to:

- a. **custom parts or equipment** is \$1,000.
- b. a **trailer** is the limit of liability shown on the **declarations page** for that **trailer**. If the **trailer** is not shown on the **declarations page**, the limit of liability is \$500.

2. Payments for loss to a **covered auto, non-owned auto, or custom parts or equipment** are subject to the following provisions:

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- a. If coverage applies to a **non-owned auto**, **we** will provide the broadest coverage applicable to any **covered auto** shown on the **declarations page**.
- b. If **you** have elected a Stated Amount for a **covered auto**, the Stated Amount is the most **we** will pay for all loss to that **covered auto**, including its **custom parts or equipment**.
- c. Coverage for **custom parts or equipment** will not cause **our** limit of liability for loss to an **auto** under this Part IV to be increased to an amount in excess of the actual cash value of the **auto**, including its **custom parts or equipment**.
- d. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) will not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
 - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured or used, including, but not limited to:
 - (a) original manufacturer parts or equipment; and
 - (b) non-original manufacturer parts or equipment.
- e. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1., the total cost of necessary repair or replacement may be reduced by unrepaired prior damage. Unrepaired prior damage includes broken, cracked or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss.
- f. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1., an adjustment may be made for betterment or depreciation and physical condition on:
 - (i) batteries;
 - (ii) tires;
 - (iii) engines and transmissions, if the engine has greater than 80,000 miles; and
 - (iv) any other **mechanical parts** that are nonfunctioning or inoperative.

We will not make an adjustment for the labor costs associated with the replacement or repair of these parts.
- g. The actual cash value is determined by the market value, age, and condition of the vehicle at the time the loss occurs.
- h. Any amount paid or payable to a person under this Part IV shall be reduced by any amount paid for **property damage** under Part III(B)—Uninsured Motorist Property Damage Coverage.
- i. For glass repair or replacement, will not exceed the prevailing competitive price. Although **you** have the right to choose any glass repair facility or location, the limit of liability for loss to window glass is the cost to repair or replace such glass but will not exceed the prevailing

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competitive price. This is the price **we** can secure from a competent and conveniently located glass repair facility. At **your** request, **we** will identify a glass repair facility that will perform the repairs at the prevailing competitive price.

3. No deductible will apply to a loss to window glass when the glass is repaired instead of replaced.
4. Duplicate recovery for the same elements of damages is not permitted.

PAYMENT OF LOSS

We may, at **our** option:

1. pay for the loss in money; or
2. repair or replace the damaged or stolen property.

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value.

We may settle any loss with **you** or the owner or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYABLE CLAUSE

Payment under this Part IV for a loss to a **covered auto** will be made according to **your** interest and the interest of any lienholder shown on the **declarations page** or designated by **you**. At **our** option, payment may be made to both jointly, or to either separately. However, if the **covered auto** is not a total loss, **we** may make payment to **you** and the repairer of the **auto**.

The lienholder's interest will not be protected:

1. where fraud, misrepresentation, material omission, or intentional damage resulting in a denial of coverage by **us** has been committed by or at the direction of **you** or any person seeking coverage; or
2. where the loss is otherwise not covered under the terms of this policy.

If this policy is cancelled, nonrenewed or voided, the interest of any lienholder under this agreement will also terminate.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we**

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provide for a **non-owned auto**, or **trailer** not shown on the **declarations page**, will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by the owner of the **non-owned auto** or **trailer**;
2. any other applicable physical damage insurance; and
3. any other source of recovery applicable to the loss.

APPRAISAL

If **we** cannot agree with **you** on the amount of a loss, then **we** or **you** may demand an appraisal of the loss. Within 30 days of any demand for an appraisal, each party shall appoint a competent appraiser and shall notify the other party of that appraiser's identity. The appraisers will determine the amount of loss. If they fail to agree, the disagreement will be submitted to a qualified umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within 15 days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of loss. The amount of loss agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. All other expenses of the appraisal, including payment of the umpire if one is selected, will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART V—ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled auto** to the nearest qualified repair facility; and
2. labor on a **covered disabled auto** at the place of disablement.

If a **covered disabled auto** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional charges incurred.

ADDITIONAL DEFINITIONS

When used in this Part V:

1. "**Covered disabled auto**" means a **covered auto** for which this coverage has been purchased that sustains a **covered emergency**.
2. "**Covered emergency**" means a disablement that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water, or other fluid;

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- d. flat tire;
- e. lock-out; or
- f. entrapment in snow, mud, water or sand within 10 feet of a road or highway.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V will not apply to:

1. more than three **covered emergencies** for any single **covered auto** in a six-month period;
2. the cost of purchasing parts, fluid, lubricants, fuel, or replacement keys, or the labor to make replacement keys;
3. installation of products or material not related to the disablement;
4. labor not related to the disablement;
5. labor on a **covered disabled auto** for any time period in excess of 60 minutes per disablement;
6. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
7. assistance with jacks, levelers, airbags or awnings;
8. labor or repair work performed at a service station, garage, or repair shop;
9. auto storage charges;
10. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
11. mounting or removing of snow tires or chains;
12. tire repair;
13. disablement that results from an intentional or willful act or action by **you**, a **relative**, or the operator of a **covered disabled auto**;
14. any **covered auto** while being used in connection with **ride-sharing activity**;
15. any **covered auto** while being used in connection with a **personal vehicle sharing program**;
16. a **trailer**; or
17. lock-out services in excess of \$100.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will pay only reasonable charges, as determined by **us**, up to a limit of \$50 for:

1. towing of a **covered disabled auto** to the nearest qualified repair facility; and
2. labor on a **covered disabled auto** at the place of disablement; which is necessary due to a **covered emergency**.

Lock-out services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within 60 days of service.

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There will be a limit of one reimbursement per disablement.

OTHER INSURANCE

Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART VI—DUTIES IN CASE OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must promptly report each accident or loss even if **you** or the person seeking coverage is not at fault. **You** or the person seeking coverage must provide **us** with all accident or loss information, including time, place, and how the accident or loss happened. **You** or the person seeking coverage must also obtain and provide **us** the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved.

If **you** or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the accident, or if theft or vandalism has occurred, **you** or the person seeking coverage must notify the police within 24 hours or as soon as practicable.

A person seeking coverage must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person seeking coverage, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
4. promptly call to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to the claim or suit;
5. attend hearings and trials as **we** require;
6. take reasonable steps after a loss to protect the **covered auto**, or any other vehicle for which coverage is sought, from further loss. **We** will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy;
7. allow **us** to have the damaged **covered auto**, or any other damaged vehicle for which coverage is sought, inspected and appraised before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
9. authorize **us** to obtain medical and other records.

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PART VII—GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses occurring during the policy period shown on the **declarations page** and that occur within a state, territory or possession of the United States of America, or a province or territory of Canada, or while a **covered auto** is being transported between their ports.

CHANGES

This policy contract, **your** insurance application (which is made a part of this policy as if attached hereto), the **declarations page**, and all endorsements to this policy issued by **us**, contain all the agreements between **you** and **us**. Subject to the following, the terms of this policy may not be changed or waived except by an endorsement issued by **us**.

The premium for this policy is based on information **we** received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and to promptly notify **us** if it changes during the policy period. If this information is determined by **us** to be incorrect, incomplete, or if it changes during the policy period, **you** agree that **we** may adjust **your** policy information and premium accordingly. Changes that may result in a premium increase or decrease are contained in **our** rates and rules. These include, but are not limited to, **you**, a **relative**, or a **rated resident** obtaining a driver's license or operator's permit, or changes in:

1. the number, type or use classification of **covered autos**. Commercial use is prohibited except to the extent allowed by rules **we** have filed with the California Department of Insurance;
2. the persons who regularly operate a **covered auto**;
3. the persons of legal driving age residing in **your** household;
4. the residents in **your** household;
5. an operator's marital status;
6. **your** mailing address and **your** residence address;
7. the principal garaging address of any **covered auto**;
8. coverage, deductibles, or limits of liability; or
9. rating territory or discount eligibility.

In addition, **we** may increase the premium for this policy based on:

1. accident involvement by an insured person, and whether the insured person is at fault in the accident;
2. convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle;
3. the payment **we** make due to a claim filed on this policy; or

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4. any other reason not otherwise specified in this Changes provision that is both lawful and not unfairly discriminatory.

The coverage provided in **your** policy may be changed only by the issuance of a new policy or an endorsement by **us**. However, if during the policy period **we** broaden any coverage afforded under the current edition of **your** policy without additional premium charge, that change will automatically apply to **your** policy as of the date the coverage change is implemented in **your** state.

If **you** ask **us** to delete a vehicle from this policy, no coverage will apply to that vehicle as of the date and time **you** ask **us** to delete it.

If there is unearned premium generated by an amendment or endorsement removing or reducing coverage for an insured person or property, it will first be applied to any balance owed on the policy as a whole.

DUTY TO REPORT CHANGES

You must promptly report to **us** all changes, including additions and deletions, in policy information. This includes, but is not limited to, changes in:

1. **your** mailing address or **your** residence address;
2. the principal garaging address of any **covered auto**;
3. the residents in **your** household;
4. the persons of legal driving age residing in **your** household;
5. the persons who regularly operate a **covered auto**;
6. an operator's marital status; or
7. the driver's license or operator's permit status of **you**, a **relative**, or a **rated resident**.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems to assist **us** in adjusting claims under this policy and to assist **us** in determining the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by **us** or a third party and may include computer software, databases, and specialized technology.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform to the statutes of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

California Auto Policy

TRANSFER OF INTEREST

The rights and duties under this policy may not be transferred to another person without **our** written consent. However, if a named insured shown on the **declarations page** dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void this policy at any time, including after the occurrence of an accident or loss, if **you**:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application. This means that **we** will not be liable for any claims or damages that would otherwise be covered. However, if **we** make a payment, the insured person must reimburse **us**.

Any changes **we** make at **your** request to this policy after inception will be made in reliance upon information **you** provide. If **you**:

1. make incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. conceal or misrepresent any material fact or circumstance; or
3. engage in fraudulent conduct;

in connection with a requested change **we** may void the policy or reform it as it existed immediately prior to the requested change. **We** may do this at any time, including after the occurrence of an accident or loss. However, if **we** make a payment, the insured person must reimburse **us**.

When **we** have not voided or reformed the policy, **we** may still deny coverage for an accident or loss if **you**, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation, or fraudulent conduct was material to a risk **we** assumed.

We may deny coverage for an accident or loss if **you** or a person seeking coverage has concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

California Auto Policy

PAYMENT OF PREMIUM AND FEES

If **your** initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to **us** by the financial institution. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at **our** option, be deemed void from its inception. This means **we** will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void this policy.

In addition to premium, fees may be charged on **your** policy. **We** may charge fees for installment payments, late payments, and other transactions. Payments made on **your** policy will be applied first to fees, then to premium due.

CANCELLATION

You may cancel this policy during the policy period by calling or writing **us** and stating the future date **you** wish the cancellation to be effective.

We may cancel this policy during the policy period by e-mailing or mailing a notice of cancellation to the named insured shown on the **declarations page** at the last known address or e-mail address appearing in **our** records.

We will give at least 10 days notice of cancellation if the policy is cancelled for nonpayment of premium.

We will give at least 20 days notice of cancellation in all other cases.

We may cancel only for one or more of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation affecting the policy or an insured; or
3. a substantial increase in the hazard insured against.

Proof of mailing or e-mailing will be sufficient proof of notice. If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. For purposes of cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverages for all persons and all vehicles.

California Auto Policy

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

If this policy is cancelled, any refund due will be computed on a daily pro rata basis. However, **we** will retain a cancellation fee if this policy is cancelled at **your** request or if cancellation is for nonpayment of premium.

NONRENEWAL

If neither **we** nor one of **our** affiliates offers to renew or continue this policy, **we** will mail or e-mail notice of nonrenewal to the named insured shown on the **declarations page** at the last known address or e-mail address appearing in **our** records. Proof of mailing or e-mailing will be sufficient proof of notice. Notice will be mailed or e-mailed at least 30 days before the end of the policy period. If **we** fail to mail, e-mail, or deliver an offer of renewal or a notice of nonrenewal to **you**, **your** policy will remain in effect for 30 days from the date that either the offer to renew or the notice of nonrenewal is subsequently mailed, e-mailed or delivered to **you**.

We may nonrenew for one or more of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation affecting the policy or an insured; or
3. a substantial increase in the hazard insured against.

AUTOMATIC TERMINATION

1. Coverage under this policy will terminate automatically if you do not accept our renewal offer.

If **we** or an affiliate offers to renew or continue this policy and **you** or **your** representative does not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that **you** have not accepted **our** offer.

2. Coverage under this policy will terminate automatically when you obtain other insurance on a covered auto.

If **you** obtain other insurance on a **covered auto**, any similar insurance displayed on the **declarations page** of this policy will terminate as to that **covered auto** on the effective date of the other insurance.

California Auto Policy

If a **covered auto** is sold or transferred to someone other than **you** or a **relative**, any insurance provided by this policy will terminate as to that **covered auto** on the effective date of the sale or transfer.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy.

We may not be sued for payment under Part I—Liability To Others until the obligation of an insured person under Part I to pay is finally determined either by judgment after trial against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

We may not be sued for payment under Part III(A)—Uninsured/Underinsured Motorist Bodily Injury Coverage or Part III(B)—Uninsured Motorist Property Damage Coverage unless within two years from the date of the accident an insured person or his or her legal representative has:

1. filed suit for **bodily injury** against the **uninsured motorist** in a court of competent jurisdiction and notice of such suit has been given to **us**;
2. reached an agreement with **us** as to the amount due under this coverage; or
3. formally instituted arbitration proceedings by notifying **us** in writing via certified mail, return receipt requested.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

We are entitled to payment, reimbursement and subrogation as provided in this section regardless of whether the total amount of the recovery of the insured person on account of the injury is less than the actual loss suffered by the insured person. Such rights of recovery apply to the extent of **our** payment. The insured person assigns and transfers to **us** all rights, claims, demands and interest which that insured person may have against any party through the occurrence of a loss and authorizes **us** to sue, compromise or settle in the insured person's name all such claims and to execute and sign releases and acquittances in the insured person's name. That insured person may be required to sign documents related to the recovery and must do whatever else **we** require to help **us** exercise those recovery rights, and do nothing after an accident or loss to prejudice those rights. However, this paragraph does not apply to a payment made under Part III(A)—Uninsured/Underinsured Motorist Bodily Injury Coverage for damages that an insured person is entitled to recover from the owner or operator of an **underinsured motor vehicle**.

California Auto Policy

Subject to the terms of the preceding paragraph, when an insured person has been paid by **us** and also recovers from another, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment. If **we** are not reimbursed, **we** may pursue recovery of that amount directly against that insured person.

If an insured person recovers from another, other than the owner or operator of an **underinsured motor vehicle**, without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

If **we** elect to exercise **our** rights of recovery against another, **we** will also attempt to recover any deductible incurred by an insured person under this policy unless **we** are specifically instructed by that person not to pursue the deductible. **We** have no obligation to pursue recovery against another for any loss not covered by this policy.

We reserve the right to compromise or settle the deductible and **property damage** claims against the responsible parties for less than the full amount. **We** also reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible based on the proportion that the actual recovery bears to the total of **our** payment and the deductible. A proportionate share of collection expenses and attorney fees incurred in connection with these recovery efforts will also reduce reimbursement of the deductible.

These provisions will be applied in accordance with state law.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured will be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy. If execution of a judgment against an insured person is returned unsatisfied because of the bankruptcy or insolvency of an insured person, a person claiming damages under Part I—Liability To Others may maintain an action against **us** for the amount of the judgment, subject to the terms and conditions of this policy and not exceeding **our** Limits of Liability under Part I.

Response Indemnity Company of California
Sold and serviced by Clearcover Insurance Agency, LLC

California Auto Policy

CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of California.

In witness whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our duly authorized representative.

Signature
<Company Title>

Signature
<Company Title>

California Auto Body Repair Consumer Bill of Rights

Underwritten by: Response Indemnity Company of California

Sold and serviced by: Clearcover Insurance Agency

POLICY NUMBER: XXXXXXXX-X

Dear [Named Insured], [Additional Insured 1], [Additional Insured 2],

A consumer is entitled to:

1. Select the auto body repair shop to repair auto body damage covered by the insurance company. An insurance company shall not require the repairs to be done at a specific auto body repair shop.
2. An itemized written estimate for auto body repairs and, upon completion of repairs, a detailed invoice. The estimate and the invoice must include an itemized list of parts and labor along with the total price for the work performed. The estimate and invoice must also identify all parts as new, used, aftermarket, reconditioned, or rebuilt.
3. Be informed about coverage for towing and storage services.
4. Be informed about the extent of coverage, if any, for a replacement rental vehicle while a damaged vehicle is being repaired.
5. Be informed of where to report suspected fraud or other complaints and concerns about auto body repairs.
6. Seek and obtain an independent repair estimate directly from a registered auto body repair shop for repair of a damaged vehicle, even when pursuing an insurance claim for repair of the vehicle.

Complaints Within the Jurisdiction of the Bureau of Automotive Repair

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (866) 799-3811
Bureau of Automotive Repair
10949 North Mather Blvd.
Rancho Cordova, CA 95670

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

Complaints Within the Jurisdiction of the California Insurance Commissioner

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-4357 or (213) 897-8921
California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov

NOTE: Authority cited: Sections 790.10, 1874.85, 1874.87 of the California Insurance Code. Reference: Sections 790.03(c), 790.03(h)(3), and 1874.87 of the California Insurance Code; Sections 9884.8, 9884.9 of the California Business and Professions Code; and California Code of Regulations, Title 10, Chapter 5, Subchapter 7.5, Section 2695.8(j).

Disclosure of Consumer Information

Underwritten by: Response Indemnity Company of California

Sold and serviced by: Clearcover Insurance Agency

POLICY NUMBER: XXXXXXXX-X

Available Discounts

We offer the following discounts, which may or may not have been applied to your policy based on your answers during the application process. We are required by the State of California to notify you of all available discounts, even when they may not apply to you. Please do not hesitate to contact us at (800) XXX-XXXX with any questions on these discounts.

Accident Prevention Course: A discount available to individuals over the age of 50 who have completed a defensive driving course.

Good Driver: Drivers with a clean driving record may earn a discount.

New Vehicle: Vehicles manufactured in the past three years may qualify for a discount.

Persistency: A discount for staying a customer with us.

Restraint & Anti-Theft: Vehicles equipped with restraint and anti-theft systems may receive a discount.

Multi-Car: A discount for a policy with multiple vehicles garaged at the same location.

Inquiries

Please do not hesitate to contact us at (800) XXX-XXXX with any questions or concerns on your policy.

If you have contacted us to discuss your policy and remain unsatisfied by our response, you may have the matter reviewed by the Department of Insurance. Their contact information is:

(800) 927-4357 or (213) 897-8921
California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

Please allow us the opportunity to answer your questions before contacting the Department of Insurance.

California Excluded Driver Endorsement

Underwritten by: Response Indemnity Company of California

Sold and serviced by: Clearcover Insurance Agency

POLICY NUMBER: XXXXXXXX-X

Your policy is amended as follows:

This policy provides no coverage for any claim arising from an accident or loss involving a motorized vehicle that occurs on or after the effective date of this endorsement while it is being operated or used by any person listed below. This includes any claim for damages made against **you**, a **relative**, or any other person or organization that is vicariously liable for an accident arising out of the operation of a motorized vehicle by any person listed below.

Excluded driver(s)	Date of birth
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XXXX

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, which the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

I acknowledge and agree that by typing my name in the designated box below and clicking "Click to eSign", I am electronically signing this application, which will have the same legal effect as the execution of this document by a written signature and shall be valid evidence of my intent and agreement to be bound by its terms.

ELECTRONIC SIGNATURE OF NAMED INSURED
DATE SIGNED

All other terms, limits and provisions of this policy remain unchanged.

Ridesharing Endorsement

Underwritten by: Response Indemnity Company of California

Sold and serviced by: Clearcover Insurance Agency

POLICY NUMBER: XXXXXXXX-X

This endorsement provides excess coverage and forms part of the policy. It applies to the vehicle(s) listed below:

Vehicle	VIN
2015 Toyota Camry Hybrid	12345678912345678
2015 Jeep Grand Cherokee	12345678912345678

Your policy is amended as follows:

1. General Definitions

- a.) The following definitions are added:
 - 18. **Transportation services** means the transportation by a driver of one or more passengers between points chosen by the passenger or passengers and prearranged through the use of the online-enabled application or platform of a **transportation network company**.

Insuring Agreement

With respect to **transportation services** in connection with a **transportation network company**, the policy exclusions for commercial use shall not apply to the use for **transportation services** of any owned automobile listed in this endorsement while a **transportation network company's** online-enabled application or platform is active in that owned automobile if:

- a. The driver has not been dispatched to pick up a passenger or accepted a ride request on the **transportation network company's** online-enabled application or platform; and
- b. There is no passenger in or exiting the owned automobile.

Any insurance **we** provide for use of an owned automobile in connection with a **transportation network company** is excess to:

- a. All other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and protection pursuant to a financial responsibility filing; and
- b. The financial responsibility or insurance limits required by law to be maintained by a **transportation network company** for that use of a motor vehicle.

If **we** are required by law to provide any insurance under this policy for an insured person in connection with a **transportation network company** beyond the limited coverage expressly provided for in this endorsement, the insurance provided by **us** shall be limited to the minimum types and limits required by that law and shall be excess to:

- a. All other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and protection pursuant to a financial responsibility filing; and
- b. The financial responsibility or insurance limits required by law to be maintained by a transportation network company.

We are entitled to full indemnification from that insured person for all amounts paid pursuant to such law.

All other terms, limits, and provisions of this policy remain unchanged.

Notice of Underwriting Decision

Underwritten by: Response Indemnity Company of California

Sold and serviced by: Clearcover Insurance Agency

[Customer Name]
[Customer Address]
[City, State, Zip]

Post Office Receipt Secured

April 9, 2017

Dear [customer name],

We would like to thank you for considering Clearcover Insurance Agency for your insurance needs. After a careful review of your application, we have determined that we are unable to provide your insurance coverage with Clearcover Insurance Agency.

We have taken this action for the following reason(s):

[reason applicant was not issued policy]

We regret that circumstances require this action. Thank you again for considering Clearcover Insurance Agency.

If you have any questions, please contact us at the number below.

Sincerely,

Clearcover Underwriting

California Coverage Selection

Underwritten by: Response Indemnity Company of California

Sold and serviced by: Clearcover Insurance Agency

QUOTE NUMBER: XXXXXXXX-X

Uninsured/Underinsured Motorist Coverage

Please read this form carefully. It contains valuable information about coverages available to you. Please complete, sign and return this form if you wish to reject Uninsured and Underinsured Motorist Bodily Injury Coverage on your policy.

California law requires insurers to offer Uninsured Motorist Bodily Injury (UM & UND) coverage in limits equal to but not exceeding your Bodily Injury (BI) Liability limits, up to a limit of \$30,000/\$60,000. You may select a higher limit of UM & UND, up to \$500,000/\$500,000. You may also reject the coverage entirely or select UM & UND limits less than your BI limits, but not less than the minimum limit of \$15,000/\$30,000.

WHAT WE RECOMMEND

For your protection, we recommend that you do not reject Uninsured Motorist Bodily Injury coverage. This valuable protection covers you, household relatives and passengers in the insured automobile who are legally entitled to recover because of bodily injury or death caused by uninsured or hit-and-run motorists. It pays up to the first limit for any one person injured or killed and up to the second limit for two or more persons injured or killed, not to exceed the first limit for any one person.

The following information is required by the State of California:

The California Insurance Code requires an insurer to provide Uninsured Motorist coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Such section also permits the insurer and the applicant to delete such coverage completely or to delete such coverage when a motor vehicle is operated by a natural person or persons designated by name, or agree to provide such coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code, but not less than the financial responsibility requirements. Uninsured Motorist coverage insures the insured, his heirs, or legal representatives for all sums within the limits established by law, which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to him from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in Subdivision (p) of Section 11580.2 of the Insurance Code.

Please indicate your Uninsured & Underinsured selection below:

- I reject Uninsured and Underinsured Motorist Bodily Injury Coverage completely. I understand my rejection applies to all vehicles on my policy.

X _____
Applicant's Signature

Date

California Coverage Selection Form

Underwritten by: Response Indemnity Company of California

Sold and serviced by: Clearcover Insurance Agency

QUOTE NUMBER: XXXXXXXX-X

Uninsured Motorist Property Damage and Collision Deductible Waiver (Does not apply to commercial vehicles)

Please read this form carefully. It contains valuable information about coverages available to you. Please complete, sign and return this form if you wish to reject Uninsured Motorist Property Damage or Collision Deductible Waiver on your policy.

WHAT THE LAW REQUIRES

IF your policy includes Uninsured Motorist Bodily Injury (UM & UND) coverage, we are required to offer you the following coverages.

- 1. COLLISION DEDUCTIBLE WAIVER. If any vehicle on your policy includes Collision coverage, you may select this coverage on that vehicle, which provides that the Collision deductible, if any, will be paid by us in the event of a collision between that vehicle insured by us and an at-fault uninsured motor vehicle.
- 2. UNINSURED MOTORIST PROPERTY DAMAGE (UMPD). If any vehicle on your policy does not include Collision coverage, you may select this coverage on that vehicle, which provides that we will pay you its actual cash value or \$3,500, whichever is less, for loss or damage to that vehicle (except loss of use of that vehicle and personal property therein) caused by the owner or operator of an at-fault uninsured motor vehicle.

WHEN WE WILL PAY

We will waive the Collision deductible or pay under the UMPD only when the collision involves actual direct physical contact between your vehicle and the uninsured vehicle, and the owner or operator of the uninsured vehicle is identified, or the vehicle itself is identified by license number, and you report the accident to us within 10 business days. To collect the Collision deductible or payment under UMPD, the owner or operator of the uninsured motor vehicle must be legally liable to you for damage.

The following information is required by the State of California:

The California Insurance Code requires insurers to offer coverage for damage to the insured motor vehicle, to the extent that you are legally entitled to recover from the owner or operator of the uninsured motor vehicle, that either:

- (1) Pays the Collision deductible on the insured motor vehicle when you have purchased Collision coverage.
- (2) Pays for the damage to the insured motor vehicle when you have not purchased Collision coverage.

Payment shall not include damage to personal property or loss of use of a motor vehicle and shall not exceed the smaller of any of the following:

- (A) The amount of the Collision deductible.
- (B) The actual cash value of the insured motor vehicle.
- (C) \$3,500.

If you carry Uninsured Motorist Bodily Injury coverage and wish to make any changes to your policy regarding the coverages below, please indicate your selections and sign below:

- I reject Uninsured Motorist Property Damage on applicable vehicles.
- I reject Collision Deductible Waiver on applicable vehicles.

x _____
Applicant's Signature

Date

SERFF Tracking #:

WESA-131202847

State Tracking #:

17-6380

Company Tracking #:

RES-2017-001 (PROF)

State:

California

Filing Company:

Response Indemnity Company of California

TOI/Sub-TOI:

19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:

Clearcover, Inc. Private Passenger Auto (Professionals Program)

Project Name/Number:

Clearcover, Inc. Private Passenger Auto (Professionals Program)/RES-2017-001

Rate Information

Rate data applies to filing.

Filing Method:

Prior Approval

Rate Change Type:

Neutral

Overall Percentage of Last Rate Revision:

0.000%

Effective Date of Last Rate Revision:

Filing Method of Last Filing:

SERFF Tracking Number of Last Filing:

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Response Indemnity Company of California	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking #:

WESA-131202847

State Tracking #:

17-6380

Company Tracking #:

RES-2017-001 (PROF)

State:

California

Filing Company:

Response Indemnity Company of California

TOI/Sub-TOI:

19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:

Clearcover, Inc. Private Passenger Auto (Professionals Program)

Project Name/Number:

Clearcover, Inc. Private Passenger Auto (Professionals Program)/RES-2017-001

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Clearcover PPA Rate Rule Manual	Pages 1 through 76	New		Exh 12 - REVISED 9-18-17 - Professional.pdf

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTOMOBILE
CALIFORNIA

RATE MANUAL

Please see the attached Rate Manual provided in conjunction with this filing.

RESPONSE INDEMNITY COMPANY OF CALIFORNIA

OCTOBER 1, 2017
CLEARCOVER, INC
RATE / RULE GUIDELINES

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
Clearcover
PRIVATE PASSENGER RULES SECTION
CALIFORNIA

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Clearcover
PRIVATE PASSENGER RULES SECTION
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RULE 1. DEFINITION - LIABILITY, COMPREHENSIVE, MISCELLANEOUS AND COLLISION COVERAGES

A private passenger automobile is:

- A. a motor vehicle of the private passenger or station wagon type.
- B. a farm truck with a gross vehicle weight of 12,000 pounds or less not used in any occupation other than farming and not customarily used in going to and from work other than farming (See Rate Section)
- C. a utility vehicle of the pickup, panel or van body type with a gross vehicle weight of 12,000 pounds or less used for personal and family pleasure, commuting and business. (See Rate Section)

Exception:

The following are not included in this definition:

- 1. a motor vehicle used as a public or livery conveyance (not written)
- 2. a utility vehicle that is used customarily for wholesale or retail delivery or commercial transportation of property.

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RULE 2. RESERVED FOR FUTURE USE

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RULE 3. PREMIUM DETERMINATION

A. LIABILITY AND MEDICAL PAYMENTS

To determine the appropriate policy rate to be charged, every automobile policy issued in the state of California must be rated using the rating method set forth in Private Passenger Rule 4 - Automobile Coverage Classifications in addition to Private Passenger Rule 3 - Premium Determination.

Those coverages such as Roadside Assistance Coverage, Alternate Transportation Reimbursement, and miscellaneous coverages which are either flat rates or not subject to modification under the company rating plan are not subject to being rated under the rating method set forth in Private Passenger Rule 4 - Automobile Coverage Classification Rule. For these coverages, rates are developed in accordance with their appropriate rules. However, rates for Miscellaneous coverages and vehicles are rated as a percentage of the Private Passenger Initial Premium.

The liability rate for an automobile classified and rated as a private passenger automobile is determined in accordance with Private Passenger Automobile Coverage Classifications Rule 4 and the rating band (see Rule 5 of the Misc Rules Section) in which the automobile will be principally garaged.

Refer to State Rating Band Sheets for the schedule number of the rating band in which the automobile will be principally garaged. The initial premiums for the Classification determined in accordance with the Private Passenger Automobile Classification Rule will then be found under the rating band schedule. (See Rate Classifications Rule 4.)

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RULE 3. PREMIUM DETERMINATION (CONT'D)

B. COMPREHENSIVE COVERAGE - ACTUAL CASH VALUE

The Comprehensive premium for a private passenger automobile is determined in accordance with the following:

1. Private Passenger Automobile Coverage Classifications Rule 4.
2. Rating Band in which the automobile will be principally garaged. (See Rule 5 of Misc Rules Guidelines.)
3. Private Passenger Automobile Symbol (See Rule 9 of Private Passenger Section).
4. Model Year of Automobile (See Rule 5 of Private Passenger Section).

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RULE 3. PREMIUM DETERMINATION (CONT'D)

C. COLLISION COVERAGE

The Collision premium for a private passenger automobile is determined in accordance with the following:

1. Private Passenger Automobile Coverage Classifications Rule 4.
2. Rating Band in which the automobile will be principally garaged.
3. Private Passenger Automobile Symbol.
4. Model Year of Automobile.

After determining the above, the premium for the form of Collision can be found in the Private Passenger initial premium schedules.

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RULE 3. PREMIUM DETERMINATION (CONT'D)

D. PROTECTION AGAINST UNINSURED MOTORISTS (INCLUDING UNDERINSURED)

1. *Protection Against Uninsured Motorists for Owners*

Protection against Uninsured Motorists shall be afforded under every automobile liability policy issued or delivered to the owner of a motor vehicle registered or principally garaged in the state of California except where such insurance is rejected by the insured. To determine the rates for Uninsured Motorists coverage, refer to the rate pages in the rate section of the company manual.

2. *Property Damage*

Property Damage Uninsured Motorists Coverage shall be offered under every auto liability policy issued or delivered to the owner of a motor vehicle registered or principally garaged in the state of California unless the policy contains collision coverage and a waiver of deductible option has been offered. Uninsured Motorists Property Damage is not required to be offered at renewal if previously rejected. For UMPD rates refer to the rate section of the company manual.

Limits - The rate for this coverage is for the limit of \$3,500 Property Damage. No other limits are available.

3. *Waiver of Collision Deductible*

This coverage shall be offered under every auto liability policy issued or delivered to the owner of a motor vehicle principally garaged in California to which Collision coverage is afforded except where such insurance is rejected by the insured.

Under this coverage, the insured's Collision deductible will be waived in the event of an accident involving an uninsured motor vehicle.

Refer to the Rate Section of the Company manual to determine the rate.

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RULE 3. PREMIUM DETERMINATION (CONT'D)

E. ROADSIDE ASSISTANCE COVERAGE

1. The Roadside Assistance base premium is found in the "MISC INFO" table. The base premium will be multiplied by the applicable factor in the "VEHICLE AGE" table and the "LIMIT FACTOR – ROADSIDE ASSISTANCE" table in the private passenger rate pages in accordance with the following:

- a. Identify the age of the vehicle.
- b. Determine if the vehicle is rated for liability only or full coverage as defined below:

Full Coverage – any vehicle carrying either Comprehensive and/or Collision coverage.

- c. Apply discounts in accordance with private passenger rules.
- d. Multiply by term percent.

2. The definition of "age" is as follows:

Age	Definition
1	All vehicles of the current model year.
2	All vehicles of the first preceding model year.
3 through 8	The appropriate age applies for the 2nd through 7th preceding model years, respectively.
9	All other preceding model years.

NOTE: For the purpose of this definition, the current model year shall change effective October 1, of each calendar year regardless of actual introductory dates of the several makes and models.

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RULE 3. PREMIUM DETERMINATION (CONT'D)

F. ALTERNATE TRANSPORTATION

1. Available on private passenger vehicles, at limits shown on the "LIMIT FACTOR – ALTERNATE TRANSPORTATION" table. Base premium can be found in the MISC INFO" table.
2. Not available without Comprehensive coverage.
3. Refer to rate section of the Company manual to determine the rate.
4. Multiply by term percent.

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RULE 3. PREMIUM DETERMINATION (CONT'D)

G. TRANSPORTATION NETWORK COMPANY ENDORSEMENT

The applicable rates will be adjusted by the corresponding factors in the rate tables for vehicles with the Transportation Network Company Endorsement.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS

A. ELIGIBILITY

1. Eligible Vehicles

All private passenger and utility automobiles having four wheels and motorcycles which are classified and rated as private passenger automobiles and qualify for coverage under the Family Automobile Policy.

Exceptions:

- (1) Automobiles written under an Assigned Risk Plan.
- (2) Vehicles used in the business of driver training.
- (3) Corporate owned or hired vehicles qualifying for the corporate rate class.

2. Applicable Coverages

Bodily Injury, Property Damage, Medical Payments, Uninsured/Underinsured Motorists (Bodily Injury and Property Damage), Comprehensive and Collision.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

B. RATING VARIABLES

1. SAFETY RECORD

A. Principally at Fault Accident Factors:

1. **Principally at Fault Accidents - occurring on or after December 11, 2011**

Qualifying accidents are accidents occurring during the 3-year experience period involving the applicant or any operator of the automobile while operating any private passenger type automobile resulting in:

- (i) bodily injury or death; or
- (ii) damage only to property for which the total loss or damage caused by the accident exceeded \$1000.

NOTE: A driver may be considered to be principally at-fault in an accident if the driver's actions or omissions were at least 51 percent of the legal cause of the accident.

A qualifying accident is counted in addition to any concurrent surchargable convictions.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

2. Accident Rating Exceptions:

No surcharge shall be assigned under the rules above for Accidents occurring prior to December 11, 2011 or Accidents occurring on or after December 11, 2011 for accidents that occurred under the following circumstances:

1. The vehicle was lawfully parked at the time of the accident. A vehicle rolling from a parked position shall not be considered to be lawfully parked, but shall be considered as in the operation of the last operator; or
2. The vehicle was struck in the rear by another vehicle and the driver has not been convicted of a moving traffic violation in connection with the accident; or
3. The driver was not convicted of a moving traffic violation and the operator of another vehicle involved in the accident was convicted of a moving traffic violation; or
4. The driver's vehicle was damaged as a result of contact with a vehicle operated by a "hit and run" operator of another vehicle and the accident was reported to legal authorities within a reasonable time after the accident; or
5. The accident resulted from contact with animals, birds, or falling objects; or
6. The accident was a solo vehicle accident that was principally caused by a hazardous condition of which a driver, in the exercise of reasonable care, would not have noticed (for example, "black ice") or in the exercise of reasonable care could not have avoided (for example, a child running into the street); or
7. Accidents occurring as a result of the operation of an authorized emergency vehicle in the performance of his or her duty during the hours of employment if the driver at the time of the accident was a peace officer, member of the California Highway Patrol, or firefighter; or
8. Accidents occurring as a result of the operation of an official government vehicle in the performance of his or her duty during the hours of employment if the driver at the time of the accident was a federal officer or federal customs agent; or
9. The applicant or other driver, or owner was reimbursed by, or on behalf of, a person responsible for the accident or has judgment against such person.

Determine the appropriate factor from the "ACCIDENTS" table.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

B. Violation Factors

1. Major Violations / DUIs

Any traffic violation falling into one of the categories listed below for which the Rated Driver was convicted:

Violation / Accident Description
All traffic related alcohol convictions
All traffic related convictions for drugs or narcotics
Hit and run/Leaving the scene
Reckless driving
Manslaughter / Vehicular Homicide
Felony Involving Auto
Fleeing / Evading a police officer
Speed over 100 miles per hour
Driving to the wrong side of a highway barrier
Speed Contest – Exhibition of speed
Illegal transportation of explosives
Driving on a suspended or revoked license
Minor with a BAC of .05 or higher
Refuse Sobriety Test
Open Container
Aggressive Driving
Speeding with injury to person or damage to property
Speeding by 20 mph or more (but less than 100 mph)

Determine the appropriate factor from the “MAJOR VIOLATIONS /DUI” table.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

2. Speeding Violations:

Speeding violations – any speeding traffic violation not listed above for which the Rated Driver was convicted. Determine the appropriate factor from the “SPEEDING VIOLATIONS” table.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

3. Minor Violations:

Minor violations – any other moving traffic violation not listed above for which the Rated Driver was convicted. Determine the appropriate factor from the "MINOR VIOLATIONS" table (TABLE 24).

NOTES:

- (1) For purposes of defining a chargeable violation, "Forfeiture of Bail or Collateral," "Nolo Contendere" or "Prayer for Judgment continued" shall also be considered as convictions.
- (2) We may not surcharge for convictions received while operating a vehicle for compensation (during the hours of employment) unless the convictions are for:
 - a) homicide or assault with a motor vehicle,
 - b) driving while license is suspended or revoked,
 - c) leaving the scene of an accident,
 - d) failing to make a written report to police within 24 hours or an accident involving injury or death,
 - e) engaging in motor vehicle speed contests,
 - f) reckless driving, or
 - g) driving under the influence of alcohol or drugs, with a BAC of .08+, or while addicted to drugs.

This applies only to those individual(s) whose specific duties include driving their employer's motor vehicle or individuals who owns or leases a highway carrier and have authority in their own name to operate these type vehicles. To take advantage of this exception, the individual must provide a written declaration under penalty of perjury that at the time of the violation, he/she was operating a motor vehicle for compensation.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

2. SUB-CLASSIFICATION FACTOR

The Subclass A factor applies to a driver who meets the following criteria:

- The rated driver has 5 years driving experience with the most recent 3 years in the US or Canada
- The driver has not been convicted of a DUI or Major violation as defined in the rating plan during the 5-year experience period and
- The driver has not been involved in more than one Principally at Fault accident or more than one conviction as defined in the Rating Plan during the 5 year experience period.

The Subclass Other factor applies to a driver not meeting the Subclass A criteria.

The Subclass Excess Vehicle factor applies when there are no drivers assigned to the vehicle. Determine the appropriate factor from the "SUBCLASS FACTOR" table.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

3. CALIFORNIA GOOD DRIVER

- A. For coverages subject to rating under the Private Passenger Automobile Classification Rule, factors shall be applied to each vehicle of which the rated operator meets the definition of a Good Driver according to Proposition 103.
- B. The discount will not apply to vehicle(s) where the rated operator does not meet the definition of a Good Driver. A factor of 1.00 will be applied to coverages subject to rating under the Private Passenger Automobile Classification Rule.
- C. If there are more vehicles than operators, vehicles not assigned an operator will receive this discount only if there is an operator on the policy who qualifies.
- D. Determine the Good Driver Discount factor from the "GOOD DRIVER DISCOUNT" table

Note: The information necessary to assign the proper driving record factors shall be determined from any one or combination of the following:

- A. Company's own records; or
- B. Verifiable confirmation may be from Motor Vehicle Records, CLUE reports and/or the operator's current/prior insurance carrier; or
- C. A declaration signed under penalty of perjury, attesting to his or her at-fault accident history.

The rating section applies to initial classification of entire book of business at the inception of the plan.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

4. ANNUAL MILEAGE

The annual mileage will be based on the estimated number of miles driven annually for the twelve months following the inception of the policy. If an estimate is not provided or a reasonable estimate cannot be determined, a default annual mileage of 12,000 will be used. The default is based on average annual mileage in California as indicated by relevant transportation studies. Determine the appropriate factors from the "ANNUAL MILEAGE" table.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

5. YEARS EXPERIENCE

Classify the years experience for the automobile based on the operator's total years driving experience and determine the years experience factor from the "YEARS EXPERIENCE" table.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

6. RATING BAND

Refer to the "BASE RATE" table of the company manual to determine the Rating Band base rate premium for the coverages being rated.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

7. SINGLE/MULTI-CAR FACTOR

Classify the policy according to single-car or multi-car and select the appropriate factor from the "SINGLE / MULTI-CAR DISCOUNT" table.

NOTE: The multi-car factor applies if more than one private passenger automobile is owned by an individual or owned jointly by two or more relatives and two or more such automobiles are:

1. Insured in the same policy
2. Located at the same place of principal garaging

"Insured in the same policy," means any automobile that is insured for any of the following:

Bodily Injury

Property Damage Liability

Medical Payments

Comprehensive Coverage

Collision Coverage

Uninsured/Underinsured Motorists (Bodily Injury and Property Damage)

Roadside Assistance Coverage

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

8. RATING CLASS

A. The following groups of people will be categorized as "married":

- Married person, including registered domestic partners, living with his/her spouse. The "living with spouse" requirement does not apply to military customers who are temporarily separated from their spouses due to military duty assignment.
- Widows/widowers

B. A Single Driver 24 years of age or less who is absent from the household while attending a recognized college or educational institution more than 100 miles by road from the location where the automobile is principally garaged or kept will not be rated as a driver of the automobile unless they customarily drive the automobile.

C. Driving Record factors shall apply to each automobile that is part of a Multi-Car Risk as defined in the Private Passenger Automobile Classification Rule. For multi-car risks, only surcharges attributable to one driver can be assigned to any one vehicle. Where there are multiple operators assigned to the same vehicle, only the driving record factors attributable to a rated driver on the vehicle will be assigned to that vehicle to determine its rate. If there are more vehicles than operators, vehicles not assigned a driver will be assigned the Excess Vehicle Factor.

Each driver will be assigned to the vehicle which he or she primarily operates. Drivers with less than 14 years driving experience are considered to be the primary driver of the vehicle to which they are assigned.

NOTE: No policy shall be endorsed mid-term to effect a change of driving rating class, except when adding or deleting a driver.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

Classify the operator of the vehicles to determine the appropriate rating factor from the tables shown on "CLASS FACTOR" table

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

9. LOYALTY PERSISTENCY

Determine the loyalty persistency factor from the "LOYALTY PERSISTENCY" table. The policy term represents the length of time the named insured has been covered by an automobile policy with the Company. The factor for the first year/first term is applied when coverage is first issued; the factor for the first year/second term applies at the first renewal, and so on.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

10. RESERVED FOR FUTURE USE

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

11. ACCIDENT PREVENTION COURSE DISCOUNT

- A. An automobile classified and rated as a private passenger automobile shall be subject to the factor shown in the "ACCIDENT PREVENTION COURSE FACTOR" table applied to Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured Motorist and Uninsured Motorist Property Damage coverages, provided sufficient evidence is presented to the Company that a rated operator of such automobile who is 50 years of age or more has successfully completed, on a voluntary basis, a defensive driving course meeting the standards established by law or that is otherwise acceptable to the Company.
- B. If the policy insures two or more automobiles, the factor shall apply only to one automobile per person who has satisfactorily completed the course.
- C. This factor shall apply to new and renewal policies effective within a period of 36 months subsequent to the date of completion of the course. Following such 36-month period, the Company may require evidence that the course has been successfully repeated in order to again qualify for the discount.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

12. RESTRAINT DISCOUNTS

Air Bags

All vehicles rated as private passenger automobiles which are equipped with an Air Bag Restraint System will be subject to discounts with respect to the rating of No Fault coverages and/or Medical Payments coverage. The applicable rating factors are shown in the "RESTRAINT DISCOUNT" table.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

13. NEW VEHICLE DISCOUNT

A discount shall be applied to Comprehensive coverage and Collision coverage for new vehicles as shown in the "NEW VEHICLE DISCOUNT" table. A new vehicle is defined as a vehicle age 3 or less. Vehicle age is defined in Private Passenger Rule 3.E.2.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

14. MULTI-LINE DISCOUNT

The base premiums Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured Motorist and Uninsured Motorist Property Damage coverages, applicable to a private passenger automobile shall be multiplied by the factors shown in the "MULTI-LINE DISCOUNT" table if the person(s) who is(are) the named insured on the automobile policy is(are) also the named insured or owner of another policy according to the policy combination shown on the "MULTI-LINE DISCOUNT" table.

Such additional policies must be written in one of the Clearcover affiliated companies. If the named insured qualifies for more than one of the discounts, only the largest discount applies.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

15. ANTI-THEFT DISCOUNT

To qualify for a discount on Private Passenger Comprehensive Coverage, the vehicle must be equipped with (a) a hood lock which can only be released from inside the vehicle, and (b) a device meeting the criteria of a., b., c., or d. below.

a. Alarm Devices

A device that sounds an audible alarm that can be heard at a distance of at least 300 feet for a minimum of three minutes or

b. Active Disabling Devices

A device that disables the vehicle by making the fuel, ignition or starting systems inoperative. A disabling device is categorized as active if a separate manual step is required to engage the device.

c. Passive Disabling Devices

A device that disables the vehicle by making the fuel, ignition, or starting systems inoperative. A disabling device is categorized as passive if a separate manual step is NOT required to engage the device.

d. Vehicle Recovery Devices

An electronic device in the vehicle that is activated when the vehicle is stolen, allowing it to be tracked by a signal.

The applicable rating factors applied to Comprehensive coverage can be found in the "ANTI-THEFT DISCOUNT" table.

If a vehicle is equipped with more than one qualifying device, only the single highest discount will apply.

Refer to Company for required evidence of installation of anti-theft devices meeting the above criteria prior to granting a discount.

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RULE 4. PRIVATE PASSENGER AUTOMOBILE COVERAGE CLASSIFICATIONS (Cont'd)

16. TYPE OF USE (LEVEL OF AUTONOMY) FACTOR

- A. Application – An automobile rated as a private passenger automobile shall be subject to a factor shown in the “TYPE OF USE” table (TABLE 40), based on the level of autonomy of the vehicle, applied to Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured Motorist and Uninsured Motorist Property Damage coverages. The type of use factor is applied at the vehicle level by multiplying the factor by the base premiums.

Level	Definition
0	The full-time performance by the human driver of all aspects of the dynamic driving task, even when enhanced by warning or intervention systems.
1	The driving mode-specific execution by a driver assistance system of either steering or acceleration/deceleration using information about the driving environment and with the expectation that the human driver perform all remaining aspects of the dynamic driving task.
2	The driving mode-specific execution by one or more driver assistance systems of both steering and acceleration/deceleration using information about the driving environment and with the expectation that the human driver perform all remaining aspects of the dynamic driving task.
3	The driving mode-specific performance by an automated driving system of all aspects of the dynamic driving task with the expectation that the human driver will respond appropriately to a request to intervene.
4	The driving mode-specific performance by an automated driving system of all aspects of the dynamic driving task, even if a human driver does not respond appropriately to a request to intervene.
5	The full-time performance by an automated driving system of all aspects of the dynamic driving task under all roadway and environmental conditions that can be managed by a human driver.

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RULE 5. MODEL YEAR FOR COMPREHENSIVE AND COLLISION COVERAGES

- A. The Model year of the auto is the year assigned by the auto manufacturer.
- B. Rebuilt or structurally altered autos - the model year of the chassis determines the model year of the auto.

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RULE 6. CALCULATING COLLISION PREMIUMS NOT DISPLAYED ON RATE PAGE

A. 1975 and Prior Model Year Automobiles with list prices above \$10,000

Three (3) percent of the premiums shown for Symbol 7 shall be added to such premium for each one thousand (1,000) dollars or fraction thereof in excess of ten thousand (10,000) dollars. To determine the Collision premium (for any coverage or territory) for automobiles whose list prices are above \$10,000, and therefore beyond 7 which is the highest symbol:

- (a) For automobiles built in the U.S., use Original F.O.B. list price which must include Federal Tax on all 1938 or later models.
- (b) For specially-built automobiles, use Original Cost New.
- (c) For imported automobiles, use Original Cost New in U.S.

B. 1976 - 1980 Model Year Automobiles

Automobiles with list prices above \$30,000:

Determine the model year and increase the applicable Symbol P rate by 3% for each one thousand (\$1,000) dollars or fraction thereof in excess of thirty thousand (\$30,000) dollars.

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RULE 6. CALCULATING COLLISION PREMIUMS NOT DISPLAYED ON RATE PAGE (Cont'd)

C. 1990 - 2010 Model Year Automobiles

1. Symbol W Vehicles Above \$140,000

For up to the first \$10,000 above a cost new of \$140,000, apply the appropriate factor to the symbol and model year rate as described in the Rate Pages.

2. Model Years Not Shown on Rate Pages

Apply a factor of 1.05 for each subsequent model year.

D. 2011 and Later Model Year Automobiles

1. Symbol 98 Vehicles Above \$150,000

For up to the first \$10,000 above a cost new of \$150,000, apply the appropriate factor to the symbol and model year rate as described in the Rate Pages.

2. Model Years Not Shown on Rate Pages

Apply a factor of 1.05 for each subsequent model year.

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RULE 7. DRIVER ASSIGNMENT

All operators in the household shall be evaluated.

1. Calculate the driver factor for each driver on the policy based on the additional information in the Notes below. Assume the driver with the most years of experience on the policy is a principal operator. Continue designating remaining drivers, if any, as principal operators based on descending years of driving experience until the number of principal operators designated on the policy equals the number of vehicles on the policy or until all drivers have been designated. Designate any remaining drivers on the policy as occasional operators.
2. Calculate the vehicle factor for each vehicle on the policy based on the additional information in the Notes below.
3. Assign the driver with the highest driver factor to the vehicle with the lowest vehicle factor. Continue assigning any remaining drivers to vehicles in a similar manner, where the remaining driver with the highest driver factor is assigned to the remaining vehicle with the lowest vehicle factor, until all vehicles have been assigned a driver or until all drivers have been assigned to a vehicle.
4. If there are more vehicles than drivers, then the remaining vehicle(s) shall be excess vehicles and assigned the excess vehicle factors.

Notes:

- a. Use the following Bodily Injury factors to determine the driver factor:
 - Years of Driving Experience factor
 - Class factor
 - Sub-classification factor
 - Accident factor
 - Major Violation factor
 - Speeding Violation factor
 - Minor Violation factor
 - California Good Driver factor
- b. Use the following Collision factors to determine the vehicle factor:
 - MYSR

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RULE 9. DETERMINATION OF PRIVATE PASSENGER AUTOMOBILE SYMBOLS

Refer to Symbol and Identification Section of this Manual.

- A. Gray Market cars with a comparable U.S. model will be assigned the comparable model's symbol plus
 1. The model year/age will be that of the rated vehicle

- B. In cases where the Gray Market car has no comparable U.S. model, the symbol will be determined by the cost of that vehicle plus conversion cost, and then increased by three. The model year/age will be that of the rated vehicle.
 1. Refer to the Symbol listing in the Symbol Section for the applicable symbol.
 2. If no symbol is available in the Symbol listing, use the following procedure to determine the symbol.
 - a. If the Symbol listing displays a symbol for the prior model year of the same or comparable vehicle, use the prior model year symbol. Use the transition rule below for 2011 vehicles that are assigned a symbol based on a comparable 2010 vehicle.
 - b. If the Symbol listing does not display a symbol for the prior model year of the same or comparable vehicle, assign a symbol based on the cost new of the vehicle using the Cost New chart located in the rate section.

Transition Rule – For model year 2011 only, when assigning a symbol based on the prior model year it will be necessary to convert the symbol from the 2010 symbol to the 2011 symbol using the chart below.

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RULE 9. DETERMINATION OF PRIVATE PASSENGER AUTOMOBILE SYMBOLS (Cont'd)

2010 Symbol	2011 Comp Symbol	2011 Coll Symbol
1	2	2
2	3	3
3	4	4
4	5	5
5	6	6
6	8	8
7	10	10
8	11	11
A	13	13
B	15	15
C	17	17
D	19	19
E	21	21
F	25	25
G	28	28
H	31	31
J	35	35
K	37	37
M	41	41
N	44	44
P	48	48
R	52	52
S	56	56
T	59	59
V	61	61
I	63	63
L	65	65
U	66	66
X	67	67
Y	68	68
Z	69	69
W*	*	*

**If the rating symbol for the prior model year of the same vehicle is not displayed, or the symbol is W, assign a symbol based on the 2011 cost new chart.

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RULE 11. RESERVED FOR FUTURE USE

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RULE 12. RESERVED FOR FUTURE USE

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RULE 13. RESERVED FOR FUTURE USE

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RULE 14. RULES FOR DETERMINING COMPREHENSIVE ACTUAL CASH VALUE PREMIUMS NOT SHOWN ON RATE PAGES

A. 1975 and Prior Model Year Automobiles with list prices above \$10,000

Determine the model year and increase the applicable symbol 7 premium by 3% for each one thousand (\$1,000) dollars or fraction thereof in excess of ten thousand (\$10,000) dollars.

B. 1976 - 1980 Model Year Automobiles

Automobiles with list prices above \$30,000.

Determine the model year and increase the applicable symbol P rate by 3% for each one thousand (\$1,000) dollars or fraction thereof in excess of thirty thousand (\$30,000) dollars.

C. 1990 - 2010 Model Year Automobiles

a. Symbol W Vehicles Above \$140,000

For up to the first \$10,000 above a cost new of \$140,000, apply the appropriate factor to the symbol and model year rate as described in the Rate Pages.

b. Model Years Not Shown on Rate Pages

Apply a factor of 1.035 for each subsequent model year.

D. 2011 and Later Model Year Automobiles

a. Symbol 98 Vehicles Above \$150,000

For up to the first \$10,000 above a cost new of \$150,000, apply the appropriate factor to the symbol and model year rate as described in the Rate Pages.

b. Model Years Not Shown on Rate Pages

Apply a factor of 1.035 for each subsequent model year.

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RULE 15. RESERVED FOR FUTURE USE

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RULE 16. RESERVED FOR FUTURE USE

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RULE 17. VEHICLE LIABILITY RATING

Rates for Bodily Injury, Property Damage and Medical Payments for 2006 and subsequent model year vehicles will be adjusted by a vehicle liability rating factor corresponding to the vehicle liability symbol. Refer to the "LIABILITY SYMBOL FACTOR" table (TABLE 16) for the factors to be applied to the initial premium. To obtain the applicable liability symbol for a vehicle, refer to Vehicle Liability Rating listing in the symbol section of the manual. For vehicles not shown on the listing use the liability symbol for a comparable model for the prior model year.

RESPONSE INDEMNITY COMPANY OF CALIFORNIA

OCTOBER 1, 2017
CLEARCOVER, INC
MISC RULE GUIDELINES

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
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RULE 1. RESERVED FOR FUTURE USE

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RULE 2. DECLARATION OF LOCATION, OWNERSHIP, USE, ETC

This is required before a policy is issued.

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RULE 3. RESERVED FOR FUTURE USE

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RULE 4. RESERVED FOR FUTURE USE

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RULE 5. DETERMINATION OF RATING BAND - ALL COVERAGES

The Premium for an automobile coverage is the premium shown for the rating band in which the automobile is principally garaged or kept.

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RULE 6. POLICY PERIOD - TERM RULES

No policy may be written for a period longer than 12 months.

The premium to be charged for policy terms not exceeding 12 months shall be as follows:

1. 12 Month Policies - Charge the annual premium or minimum premiums, whichever applies.
2. 6-Month Policies - If a policy is written for a specified period of 6 months, the premium for the policy shall be 50% of the one year premium.
 - a. Rounding will be to the next higher dime after application of the appropriate policy term factor.
 - b. When policies are issued for a 6-month period with an effective date on the 29th, 30th or 31st of any months, the first such policy for a risk may be extended to run from the date of issuance to the first day of the calendar month following expiration of the policy. Premium for this extended coverage of 1 to 3 days may be waived.

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RULE 7. AUTOMOBILE INSTALLMENT PAYMENTS

The following rules govern the payment of automobile premiums for policies written for period of not more than one year.

The total premium for an automobile policy providing any coverage is due and payable at the beginning of the policy period, unless the policy is issued on an installment payment basis.

The premium for a policy providing Automobile Bodily Injury Liability, Property Damage Liability, Physical Damage or other Miscellaneous Coverages may be paid in installments in accordance with the following:

- a) The first installment shall be due in accordance with the initial billing notice for the policy.
- b) The due date of the last installment shall not be less than one month prior to the expiration.
- c) The premium paid to the company shall never be less than the pro rata charge from the effective date of the policy to the due date of the next installment where additional installments are to be paid, or to expiration of the policy where no further installments are due.

The rule does not preclude the use of an installment payment plan which provides for deferring the due date of installments where the insurance, for which the installment is due, is under suspension on the original due date.

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RULE 8. POLICY CHANGES

A. POLICY CHANGES

1. All changes requiring adjustments of premium shall be computed on a pro-rata basis of the rate in effect when the coverage was issued.
2. When a vehicle or form of coverage is cancelled from the policy at the insured's request and then reinstated within thirty days, the premium for such reinstatement shall be the amount that was returned to the insured at the time of the cancellation.
3. If a vehicle is added or if a form of coverage is added for a policy written for less than one year, premium for the additional insurance shall be pro-rata based on rates in effect at the time the change is made.
4. If as a result of any endorsement, amendment, cancellation or other policy change a return premium is developed, a refund shall be mailed to the Insured. Any additional premium developed in an amount less than \$9.00 will not be collected from the Insured if the policy cancels.

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RULE 9. RESERVED FOR FUTURE USE

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RULE 11. ROADSIDE ASSISTANCE COVERAGE - MINIMUM PREMIUM RULE

The minimum annual premium for this Coverage shall be \$2.00.

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RULE 12. RATES

All rates in this manual have reference to rates per one hundred (100) dollars of insurance, and all premiums are annual premiums.

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RULE 13. BASIC LIMITS

- A. No Policy will be issued for limits below those required under the financial responsibility laws of the state.
- B. Increased Limits and excess insurance may be written for any type of automobile in accordance with the premiums and increased limit charges provided in the rate section.
- C. Reference to “basic limits” in the rule sections of this manual refer to bodily injury limits of \$15,000/\$30,000, and property damage limits of \$10,000.

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RULE 14. ROADSIDE ASSISTANCE COVERAGE

This coverage is written on private passenger automobiles only. Refer to Private Passenger Rule 3. Premium Determination Rule.

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RULE 15. RESERVED FOR FUTURE USE

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RULE 16. RESERVED FOR FUTURE USE

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RULE 17. RESERVED FOR FUTURE USE

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RULE 18. RESERVED FOR FUTURE USE

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RULE 19. RESERVED FOR FUTURE USE

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RULE 20. RESERVED FOR FUTURE USE

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RULE 21. RESERVED FOR FUTURE USE

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RULE 22. RESERVED FOR FUTURE USE

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RULE 23. RESERVED FOR FUTURE USE

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State: California **Filing Company:** Response Indemnity Company of California
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Clearcover, Inc. Private Passenger Auto (Professionals Program)
Project Name/Number: Clearcover, Inc. Private Passenger Auto (Professionals Program)/RES-2017-001

Supporting Document Schedules

Satisfied - Item:	New Prior Approval Rate Application
Comments:	Please find attached the Company's complete prior approval rate application.
Attachment(s):	Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).xlsm Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).pdf Clearcover PriorAppRateApplication - Professionals_REVISED 20171024.xlsm Clearcover PriorAppRateApplication - Professionals_REVISED 20171024.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Letter of Authorization
Comments:	Attached is the Company's letter of authorization.
Attachment(s):	Westmont Authorization_v3.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Filing Memorandum
Comments:	Please find attached the Company's filing memorandum.
Attachment(s):	Clearcover CA Auto Rate Filing - Filing Memorandum.pdf Professional Program_REVISED 10 24 2017.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Cover Letter
Comments:	Please find attached the Company's cover letter.
Attachment(s):	Cover Letter Prof.docx.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Exhibit 16
Comments:	
Attachment(s):	Clearcover Professionals Program - CA Auto Rate Filing - Exhibit 16.pdf
Item Status:	
Status Date:	

Instructions for Completing the Prior Approval Rate Template For Property & Liability Lines

Note: For information on populating the application in its entirety, including the Prior Approval Rate Application, Prior Approval Rate Template and Standard Exhibits Template, refer to the complete Prior Approval Rate Filing Instructions posted in PDF format on the CDI website, below:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/>

- 1) A rate change calculation page (i.e., '7.iRate Change Calculation) is required for each coverage (e.g., BI, PD, MP, UM, COLL, COMP, etc.), form (e.g., HO-3, HO-4, HO-6, etc.) or program (e.g., Auto Dealers, Garagekeepers, Truckers/Motor Carriers, etc.) for which a rate change is being requested. For each filing submitted, download a new Application and Rate Template - do not "recycle" a template from a previously approved filing.
- 2) Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes.

In addition to identifying the coverage, forms or programs included in this *Prior Approval Rate Template*, enter the insurer information common to all coverages in the "1.General" page, including Company Name; Line Type (Personal or Commercial); General Line; Marketing System Distribution (percentage of each system used, totaling 100%); Prior Effective Date (of current rates); Proposed Effective Date (of proposed new rates); Data Aggregation Method used (accident year, report year, policy year); Most Recent Year of Experience Data; and Request for Variance, if applicable. Also indicate if this application reflects a new program.
- 3) Enter data from the insurer's Combined Annual Statement into unshaded boxes in pages 3 and 4 to generate Yield, Federal Income Tax on Investment Income and Excluded Expense Ratio for the insurer group. Asset yield percentages are linked to an internal California Department of Insurance file. To ensure the latest yield/ROR information is used, go to Data menu in the Excel ribbon, click "Edit Links" and then click "Open Source."
- 4) For the i^{th} coverage, form or program, enter data into unshaded boxes of the '6.iRatemaking Data' page only. Enter numerical data only. For inapplicable fields, enter 0 for dollar (\$) or percentage (%) fields and 1.00 for factors. For coverages, forms or programs requiring more than three years of data, click the "Expand to show six years" button.
- 5) On each '6.iRatemaking Data' page, rows for data associated with variance requests related to the efficiency standard are hidden unless that request is indicated on the '1.General' page. Enter variance data, if supported by a Variance Request. Final decisions regarding variances will be made by the CDI and/or administrative hearing.
- 6) On each '6.iRatemaking Data' page, rows for reinsurance data associated with lines of business for which recognition of reinsurance is allowable (Earthquake and certain Medical Malpractice) are hidden unless those lines are selected on the '1.General' page. If applicable, enter all requested reinsurance information.
- 7) For results regarding the i^{th} coverage, form or program, refer to the '7.iRate Change Calculation' page. Hyperlinks are available at the bottom of the '6.iRatemaking Data' page and the corresponding '7.iRate Change Calculation' page for each coverage, form or program for convenient navigation between those pages.
- 8) If filing Advisory Organization Loss Costs with a Loss Cost Multiplier, refer to specific Instructions for Completing the *LCM Template*, to the right.
- 9) Refer to the complete Prior Approval Rate Filing Instructions for additional information.
- 10)

Instructions for Completing the Loss Cost Multiplier Calculation Within the Prior Approval Rate Template

- 1) A separate *LCM Calculation* page is available for every coverage, form or program for which a *Prior Approval Rate Template* is submitted. The *LCM Calculation* pages are hidden unless the appropriate box on the "1.General" page is selected.
- 2) For the i^{th} coverage, form or program, enter data into unshaded boxes of the '8.i.LCM Calculation' page only. Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes.

- For new program filings, enter the following data: the CDI file number associated with the approved advisory organization filing supporting the loss costs to be adopted; the AOE or LAE load as filed by the advisory organization; and the basis of that
- 3) AOE or LAE load.

- For existing program filings, enter the following data: the CDI file number associated with the advisory organization filing supporting the company's currently used loss costs; the current company LCM; the CDI file number(s) associated with all
- 4) changes to advisory organization loss costs since the filing underlying the company's currently used loss costs, separated by commas; and the *cumulative* percent change in loss costs identified by those CDI file number(s), both as originally filed and as adjusted for the company's distribution.

- 5) Refer to the complete Prior Approval Rate Filing Instructions for additional information.

PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

Completed by: Wesley Pohler Date: 10/17/2017

CDI File # (Department Use Only):

Company Name: Response Indemnity Company of California

Marketing System Distribution:

	%Captive	%Direct	%Independent
	0.0%	100.0%	0.0%

Line Type: Personal ▼

General Line : Auto Liability and Physical Damage ▼

Proposed Effective Date (new rates): 10/1/2017

New Program: LCM Calculation(s) Included: *(LCM Calculation(s) is(are) hidden unless this box is checked.)*

Data Aggregation: Accident Year Data ▼

Most Recent Year of Experience Data Ending:
(Enter in YYYYQ format.)

Enter name of each coverage/form/program for which a rate change is being requested in the cells below. Otherwise, leave blank.

Detailed Line Description(s)	Coverage/Form/Program	Proposed % Impact	Prior Effective Date (current rates)
Private Passenger Auto Liability ▼	Bodily Injury	0.0%	
Private Passenger Auto Liability ▼	Property Damage	0.0%	
Private Passenger Auto Liability ▼	Medical Payments	0.0%	
Private Passenger Auto Liability ▼	Uninsured / Underinsured Motorist - Bodily Injury	0.0%	
Private Passenger Auto Liability ▼	Uninsured / Underinsured Motorist - Property Damage	0.0%	
Private Passenger Auto Physical Damage ▼	Collision	0.0%	
Private Passenger Auto Physical Damage ▼	Comprehensive	0.0%	
Private Passenger Auto Physical Damage ▼	Roadside Assistance	0.0%	
Private Passenger Auto Physical Damage ▼	Alternate Transportation	0.0%	
 			

Variance Request:
Does the Ratemaking Data include a Request(s) for Variance? N ▼ Variance #:
If yes, is Variance #3 requested for any coverage? N ▼

PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES SUMMARY

Coverage/Form/Program	Projected Annual Premium (\$)	Minimum Permitted Earned Premium (\$)	Maximum Permitted Earned Premium (\$)	Change at Minimum %	Change at Maximum %	Proposed %
Bodily Injury	7,076,170	5,405,389	7,294,155	-23.6%	3.1%	0.0%
Property Damage	8,227,679	6,239,599	8,419,856	-24.2%	2.3%	0.0%
Medical Payments	347,118	263,828	356,015	-24.0%	2.6%	0.0%
Uninsured / Underinsured Motorist - Bodily Injury	2,074,336	1,587,953	2,142,819	-23.4%	3.3%	0.0%
Uninsured / Underinsured Motorist - Property Damage	65,476	49,744	67,125	-24.0%	2.5%	0.0%
Collision	11,154,304	9,965,701	12,019,373	-10.7%	7.8%	0.0%
Comprehensive	2,199,950	1,913,822	2,308,212	-13.0%	4.9%	0.0%
Roadside Assistance	363,085	323,664	390,363	-10.9%	7.5%	0.0%
Alternate Transportation	910,909	846,210	1,020,592	-7.1%	12.0%	0.0%
Combined	32,419,028	26,595,910	34,018,511	-18.0%	4.9%	0.0%

Combined Total Earned Exposures for Latest Year:

34,769

Coverage/Form/Program	Average Earned Premium \$ per Exposure				Projected Earned Exposures
	Projected	Minimum Permitted	Maximum Permitted	Proposed	
Bodily Injury	203.52	155.47	209.79	203.52	34,769
Property Damage	236.64	179.46	242.17	236.64	34,769
Medical Payments	43.94	33.40	45.07	43.94	7,900
Uninsured / Underinsured Motorist - Bodily Injury	63.80	48.84	65.90	63.80	32,515
Uninsured / Underinsured Motorist - Property Damage	10.59	8.05	10.86	10.59	6,182
Collision	433.39	387.20	467.00	433.39	25,738
Comprehensive	79.09	68.80	82.98	79.09	27,816
Roadside Assistance	17.57	15.66	18.89	17.57	20,665
Alternate Transportation	49.92	46.37	55.93	49.92	18,247
Combined	932.42	764.94	978.43	932.42	34,769

Coverage/Form/Program	Projected Annual Premium (\$)	Projected Annual Ultimate Loss & DCCE (\$)	Projected Annual Ultimate Loss & DCCE Ratio
Bodily Injury	7,076,170	5,331,338	75.3%
Property Damage	8,227,679	6,154,134	74.8%
Medical Payments	347,118	260,214	75.0%
Uninsured / Underinsured Motorist - Bodily Injury	2,074,336	1,566,197	75.5%
Uninsured / Underinsured Motorist - Property Damage	65,476	49,063	74.9%
Collision	11,154,304	8,713,993	78.1%
Comprehensive	2,199,950	1,673,457	76.1%
Roadside Assistance	363,085	283,012	77.9%
Alternate Transportation	910,909	739,916	81.2%
Combined	32,419,028	24,771,323	76.4%

PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME

Line	Description	Short-Term Assets	Intermediate-Term Assets		Long-Term Assets	
		1 Year or Less	Over 1 Year thru 5 Years	Over 5 Years thru 10 Years	Over 10 Years thru 20 Years	Over 20 Years
1.7	U.S. Governments	3,972,654	172,812	128,098	98,024	0
2.7	All Other Governments	0	379,229	0	0	0
3.7	States, Territories and Possessions	50,693	1,219,330	3,718,247	0	0
4.7	Political Subdivisions	2,297,360	8,056,155	7,164,586	0	0
5.7	Special Revenue and Assessment Obligations	4,600,007	9,932,332	6,323,808	412,846	0
6.7	Industrial and Miscellaneous	2,094,486	14,190,959	4,803,189	43,699	0
7.7	Hybrid Securities	0	0	0	0	0
8.7	Parent, Subsidiaries and Affiliates	0	0	0	0	0

Source:

Schedule D, Part 1A, Section 1 of the insurer **group's** most recent consolidated (combined) statutory Annual Statement.

		Short-Term Assets	Intermediate-Term Assets	Long-Term Assets
		1 Year or Less	Over 1 Year thru 10 Years	Over 10 Years
(1)	Government Bonds (Sum of Lines 1.7 & 2.7)	3,972,654	680,139	98,024
(2)	Other Taxable Bonds (Sum of Lines 6.7, 7.7, 8.7 and one-half of Line 5.7)	4,394,490	27,122,218	250,122
(3)	Tax-Exempt Bonds (Sum of Lines 3.7, 4.7 and one-half of Line 5.7)	4,648,057	28,286,388	206,423

(Note: CCR §2644.20 refers to bond asset classes of "Credit Tenant Loans" and "Public Utilities" that are no longer recorded in the NAIC Annual Statement Schedule D, Part 1A, Section 1. Assets included in "Other Taxable Bonds" conform to the current NAIC Annual Statement Blank.)

PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME
(continued)

		Invested Assets ¹	Currently Available Yield ²	Return on Invested Assets	Federal Income Tax Rate	Federal Income Taxes
		[1]	[2]	[3] = [1] * [2]	[4]	[5] = [3] * [4]
(1)	U.S. Government Bonds					
	(i) Short-Term	3,972,654	1.1%	41,978	35.00%	14,692
	(ii) Intermediate-Term	680,139	2.2%	15,258	35.00%	5,340
	(iii) Long-Term	98,024	2.6%	2,526	35.00%	884
(2)	Other Taxable Bonds					
	(i) Short-Term	4,394,490	1.2%	54,492	35.00%	19,072
	(ii) Intermediate-Term	27,122,218	2.9%	784,290	35.00%	274,502
	(iii) Long-Term	250,122	3.7%	9,304	35.00%	3,257
(3)	Tax-Exempt Bonds					
	(i) Short-Term	4,648,057	0.8%	37,463	5.25%	1,967
	(ii) Intermediate-Term	28,286,388	2.1%	580,879	5.25%	30,496
	(iii) Long-Term	206,423	3.1%	6,436	5.25%	338
(4)	Common Stock	24,075,244				
	(i) Dividends		2.2%	524,665	14.18%	74,371
	(ii) Capital Gains		7.6%	1,832,569	34.10%	624,906
(5)	Preferred Stock Dividends	0	4.9%	0	14.18%	0
(6)	Mortgage Loans	0	3.7%	0	35.00%	0
(7)	Real Estate	11,455,250	3.8%	434,281	35.00%	151,998
(8)	Cash	11,906,702	1.1%	125,814	35.00%	44,035
(9)	Other	17,339,133				
	(i) Dividends		2.2%	377,867	14.18%	53,563
	(ii) Capital Gains		7.6%	1,319,827	34.10%	450,061
(10)	Total Gross Invested Assets	134,434,843		6,147,649	34.10%	1,749,482
(11)	Investment Expense ³			415,534	35.00%	145,437
(12)	Total Net Invested Assets	134,434,843		5,732,115		1,604,045
(13)	Federal Income Tax: Line (12); column [5]/column [3]				28.0%	
(14)	Projected Yield on Invested Assets: Line (12), column [3]/column [1]		4.3%			
		Most Recent Calendar Year				
(15)	Loss Reserves ⁴	16,802,439				
(16)	Loss Adjustment Expense Reserves ⁴	329,609				
(17)	Unearned Premium Reserves ⁴	56,460,813				
(18)	Surplus as Regards to Policyholders ⁴	71,794,954				
(19)	Total Reserves and Surplus	145,387,815				
(20)	Projected Yield adjusted to Reserve and Surplus Base: Line (14), column [2]*Line (12), column [1]/Line (19), column [1]		3.9%			

¹ Source for Column [1], Lines (4) through (9): Page 2 (Assets) of the insurer group's most recent consolidated (combined) statutory Annual Statement.
- Line (8) Cash: Page 2 (Assets) Line 5, cash only; cash equivalents and short-term investments are included in Schedule D.
- Line (9) Other: Page 2 (Assets) Sum of Lines 6, 8, 9 and 11.

² Currently available yields are defined in CCR §2644.20. Latest values are posted at:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/0200-prior-approval-factors/> Month/Year (Yield): **September 2017**

³ Source: Page 11, Line 25 of the insurer group's most recent consolidated statutory Annual Statement. Entered as a positive expense.

⁴ Source for Column [1], Lines (15) through (18):

Page 3 (Liabilities, Surplus and Other Funds) of the insurer group's most recent consolidated statutory Annual Statement, Lines 1, 3, 9 and 37, respectively.

EXCLUDED EXPENSE RATIO Countrywide Insurer Group Data

2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
2014	2015	2016
326,645,963	410,598,997	492,602,874
88,807	180,032	1,349,575
326,734,770	410,779,029	493,952,449

Countrywide direct earned premium for lines of business subject to Proposition 103 (\$):

Countrywide direct earned premium for lines of business **not** subject to Proposition 103 (\$):

Total countrywide direct earned premium (\$):

(Note: Total must reconcile to the countrywide direct earned premium in the Insurance Expense Exhibit, Part 3 for the **insurer group**.)

Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

CCR §2644.10 (b): Executive Compensation

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2014		2015		2016	
	Cash & Salary	Bonus	Cash & Salary	Bonus	Cash & Salary	Bonus
1st Highest Paid	375,000	375,000	350,000	907,500	350,000	2,045,587
2nd Highest Paid	350,000	372,250	350,000	907,500	100,000	1,278,492
3rd Highest Paid	100,000	0	375,000	400,000	400,000	500,000
4th Highest Paid	87,500	0	350,000	419,250	300,000	380,000
5th Highest Paid		0	200,000	200,000	375,000	520,000

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2014		2015		2016	
	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount
1st Highest Paid	325,785	424,215	357,490	900,010	384,919	2,010,668
2nd Highest Paid	210,683	511,567	228,191	1,029,309	243,163	1,135,329
3rd Highest Paid	167,337	0	182,617	592,383	195,772	704,228
4th Highest Paid	151,097	0	163,991	605,259	175,037	504,963
5th Highest Paid	137,414	0	148,595	251,405	158,143	736,857
Total Excessive		935,782		3,378,366		5,092,046

CCR §2644.10 (f): Institutional Advertising

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2014		2015		2016	
	Institutional	Non-Institutional	Institutional	Non-Institutional	Institutional	Non-Institutional
Total Advertising ¹	0	163,000	0	445,000	0	266,000

¹ Note: For each calendar year, the sum of Institutional and Non-Institutional advertising expenses must reconcile to the total advertising expenses reported in the Insurance Expense Exhibit, Part 1, Line 4 for the **insurer group**.

EXCLUDED EXPENSE RATIO (continued) Countrywide Insurer Group Data

Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

	2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
	2014	2015	2016
CCR §2644.10 (a): Political contribution and lobbying	0	0	0
CCR §2644.10 (b): Excessive Executive Compensation (Page 4.1)	935,782	3,378,366	5,092,046
CCR §2644.10 (c): Bad faith judgments and associated DCCE	0	0	0
CCR §2644.10 (d): All costs for unsuccessful defense of discrimination claims	0	0	0
CCR §2644.10 (e): Fines and penalties	0	0	0
CCR §2644.10 (f): Institutional advertising expenses (Page 4.1)	0	0	0
CCR §2644.10 (g): Excessive payments to affiliates	0	0	0
Total Excluded Expenses	935,782	3,378,366	5,092,046
Excluded Expense Ratio	0.3%	0.8%	1.0%
Three-Year Average Excluded Expense Ratio			0.7%

FINAL ADJUSTED CDI PARAMETERS

Efficiency Standard									
			Marketing System Distribution						
			0.0%	100.0%	0.0%				
Detailed Line Description	Line Code	Coverage/Form	Captive	Direct	Independent	Weighted Average	Variance Adjustment	Excluded Expense Ratio	Final Adjusted Efficiency Standard
Private Passenger Auto Liability	19.2	Bodily Injury	37.2%	23.6%	37.8%	23.6%	0.0%	0.7%	22.9%
Private Passenger Auto Liability	19.2	Property Damage	37.2%	23.6%	37.8%	23.6%	0.0%	0.7%	22.9%
Private Passenger Auto Liability	19.2	Medical Payments	37.2%	23.6%	37.8%	23.6%	0.0%	0.7%	22.9%
Private Passenger Auto Liability	19.2	Uninsured / Underinsured Motorist - Bodily Injury	37.2%	23.6%	37.8%	23.6%	0.0%	0.7%	22.9%
Private Passenger Auto Liability	19.2	Uninsured / Underinsured Motorist - Property Damage	37.2%	23.6%	37.8%	23.6%	0.0%	0.7%	22.9%
Private Passenger Auto Physical Damage	21.1	Collision	37.2%	24.6%	38.7%	24.6%	0.0%	0.7%	23.9%
Private Passenger Auto Physical Damage	21.1	Comprehensive	37.2%	24.6%	38.7%	24.6%	0.0%	0.7%	23.9%
Private Passenger Auto Physical Damage	21.1	Roadside Assistance	37.2%	24.6%	38.7%	24.6%	0.0%	0.7%	23.9%
Private Passenger Auto Physical Damage	21.1	Alternate Transportation	37.2%	24.6%	38.7%	24.6%	0.0%	0.7%	23.9%

			Reserves Ratio		Leverage Factor <i>(Variance 3 not applied)</i>			Yields Through September 2017	
Detailed Line Description	Line Code	Coverage/Form	Unearned Premium Reserves	Loss Reserves	Raw Factor	Variance Adjustment	Final Adjusted Leverage Factor	Yield	3.9%
Private Passenger Auto Liability	19.2	Bodily Injury	0.3307	1.0321	0.8703	1.0000	0.8703	FIT	28.0%
Private Passenger Auto Liability	19.2	Property Damage	0.3307	1.0321	0.8703	1.0000	0.8703		
Private Passenger Auto Liability	19.2	Medical Payments	0.3307	1.0321	0.8703	1.0000	0.8703		
Private Passenger Auto Liability	19.2	Uninsured / Underinsured Motorist - Bodily Injury	0.3307	1.0321	0.8703	1.0000	0.8703		
Private Passenger Auto Liability	19.2	Uninsured / Underinsured Motorist - Property Damage	0.3307	1.0321	0.8703	1.0000	0.8703		
Private Passenger Auto Physical Damage	21.1	Collision	0.3321	0.0707	1.4250	1.0000	1.4250	Risk Free Rate of Return	1.8%
Private Passenger Auto Physical Damage	21.1	Comprehensive	0.3321	0.0707	1.4250	1.0000	1.4250		
Private Passenger Auto Physical Damage	21.1	Roadside Assistance	0.3321	0.0707	1.4250	1.0000	1.4250		
Private Passenger Auto Physical Damage	21.1	Alternate Transportation	0.3321	0.0707	1.4250	1.0000	1.4250		

RATEMAKING DATA

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Bodily Injury
Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						6,920,460
(2)	California Direct Earned Premium						6,920,460
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					155,710
(6)	Earned Exposure Units						34,769
(7)	Historic Losses						5,186,008
(8)	Historic Defense and Cost Containment Expense (DCCE)						145,330
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					1,730

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

RATEMAKING DATA

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Property Damage
Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						8,046,630
(2)	California Direct Earned Premium						8,046,630
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					181,049
(6)	Earned Exposure Units						34,769
(7)	Historic Losses						5,985,155
(8)	Historic Defense and Cost Containment Expense (DCCE)						168,979
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					2,012

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

RATEMAKING DATA

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Medical Payments
Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						339,480
(2)	California Direct Earned Premium						339,480
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					7,638
(6)	Earned Exposure Units						7,900
(7)	Historic Losses						253,085
(8)	Historic Defense and Cost Containment Expense (DCCE)						7,129
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					85

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

RATEMAKING DATA

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Uninsured / Underinsured Motorist - Bodily Injury
Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						2,028,690
(2)	California Direct Earned Premium						2,028,690
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					45,646
(6)	Earned Exposure Units						32,515
(7)	Historic Losses						1,523,595
(8)	Historic Defense and Cost Containment Expense (DCCE)						42,602
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					507

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

RATEMAKING DATA

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Uninsured / Underinsured Motorist - Property Damage

Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						64,035
(2)	California Direct Earned Premium						64,035
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					1,441
(6)	Earned Exposure Units						6,182
(7)	Historic Losses						47,718
(8)	Historic Defense and Cost Containment Expense (DCCE)						1,345
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					16

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

RATEMAKING DATA

Completed by: Wesley Pohler

Variance #(s):

Date Completed: 10/17/2017

Detailed Line Description: Private Passenger Auto Physical Damage

Coverage: Collision

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						10,908,855
(2)	California Direct Earned Premium						10,908,855
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					245,449
(6)	Earned Exposure Units						25,738
(7)	Historic Losses						8,703,084
(8)	Historic Defense and Cost Containment Expense (DCCE)						10,909
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					2,727

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

RATEMAKING DATA

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Detailed Line Description: Private Passenger Auto Physical Damage
Coverage: Comprehensive
Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						2,151,540
(2)	California Direct Earned Premium						2,151,540
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					48,410
(6)	Earned Exposure Units						27,816
(7)	Historic Losses						1,671,306
(8)	Historic Defense and Cost Containment Expense (DCCE)						2,151
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					538

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

RATEMAKING DATA

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Detailed Line Description: Private Passenger Auto Physical Damage
Coverage: Roadside Assistance
Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						355,095
(2)	California Direct Earned Premium						355,095
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					7,990
(6)	Earned Exposure Units						20,665
(7)	Historic Losses						282,657
(8)	Historic Defense and Cost Containment Expense (DCCE)						355
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					89

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

RATEMAKING DATA

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Detailed Line Description: Private Passenger Auto Physical Damage
Coverage: Alternate Transportation
Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		#VALUE!	#VALUE!	0		
(1)	California Direct Written Premium						890,865
(2)	California Direct Earned Premium						890,865
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					20,044
(6)	Earned Exposure Units						18,247
(7)	Historic Losses						739,025
(8)	Historic Defense and Cost Containment Expense (DCCE)						891
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Credibility for Losses & DCCE	Exh 10					
(15)	Ancillary Income	Exh 11					223

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					0.7%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					28.0%
(18)	Projected Yield	Pg 3.2					3.9%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Bodily Injury

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				6,920,460
Prem_Earned				6,920,460
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				155,710
Exposures_Earned				34,769
Losses				5,186,008
DCCE				145,330
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				1,730
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters				
FIT_UW				35.0%
EffStd_Final		Data as of:	2015	22.9%
LevFact_Final		Data as of:	2015	0.87
PremTaxRate				2.4%
SurplusRatio				1.15
ResRatio_UPR		Data as of:	2015	0.33
ResRatio_Loss		Data as of:	2015	1.03
ROR_RiskFree		Data as of:	September 2017	1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations	#VALUE!	#VALUE!	0	
Prem_Adjusted				7,076,170
Losses_Adjusted				5,186,008
DCCE_Adjusted				145,330
LossDCCERatio_Adjusted				75.3%
TCRLP_perExp				203.52
LossDCCE_perExp				153.34
CompLossDCCE_perExp				148.76
CredLoss_perExp				153.34
Anc_Inc_perExp				0.05
InvInc_Fixed				4.5%
InvInc_Variable				6.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				13.8%
Min_Profit				-10.6%
UW_Profit				4.0%
Min_Denom				0.94
Max_Denom				0.70
Min_Premium				\$155.47
Max_Premium				\$209.79
CHANGE_AT_MIN				-23.6%
CHANGE_AT_MAX				3.1%

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Property Damage

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				8,046,630
Prem_Earned				8,046,630
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				181,049
Exposures_Earned				34,769
Losses				5,985,155
DCCE				168,979
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				2,012
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters

FIT_UW				35.0%
EffStd_Final		Data as of:	2015	22.9%
LevFact_Final		Data as of:	2015	0.87
PremTaxRate				2.4%
SurplusRatio				1.15
ResRatio_UPR		Data as of:	2015	0.33
ResRatio_Loss		Data as of:	2015	1.03
ROR_RiskFree		Data as of:	September 2017	1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations

	#VALUE!	#VALUE!	0	
Prem_Adjusted				8,227,679
Losses_Adjusted				5,985,155
DCCE_Adjusted				168,979
LossDCCERatio_Adjusted				74.8%
TCRLP_perExp				236.64
LossDCCE_perExp				177.00
CompLossDCCE_perExp				172.96
CredLoss_perExp				177.00
Anc_Inc_perExp				0.06
InvInc_Fixed				4.5%
InvInc_Variable				6.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				13.8%
Min_Profit				-10.6%
UW_Profit				4.0%
Min_Denom				0.94
Max_Denom				0.70
Min_Premium				\$179.46
Max_Premium				\$242.17
CHANGE_AT_MIN				-24.2%
CHANGE_AT_MAX				2.3%

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Medical Payments

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				339,480
Prem_Earned				339,480
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				7,638
Exposures_Earned				7,900
Losses				253,085
DCCE				7,129
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				85
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters

FIT_UW				35.0%
EffStd_Final		<i>Data as of:</i>	2015	22.9%
LevFact_Final		<i>Data as of:</i>	2015	0.87
PremTaxRate				2.4%
SurplusRatio				1.15
ResRatio_UPR		<i>Data as of:</i>	2015	0.33
ResRatio_Loss		<i>Data as of:</i>	2015	1.03
ROR_RiskFree		<i>Data as of:</i>	September 2017	1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations

	#VALUE!	#VALUE!	0	
Prem_Adjusted				347,118
Losses_Adjusted				253,085
DCCE_Adjusted				7,129
LossDCCERatio_Adjusted				75.0%
TCRLP_perExp				43.94
LossDCCE_perExp				32.94
CompLossDCCE_perExp				32.12
CredLoss_perExp				32.94
Anc_Inc_perExp				0.01
InvInc_Fixed				4.5%
InvInc_Variable				6.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				13.8%
Min_Profit				-10.6%
UW_Profit				4.0%
Min_Denom				0.94
Max_Denom				0.70
Min_Premium				\$33.40
Max_Premium				\$45.07
CHANGE_AT_MIN				-24.0%
CHANGE_AT_MAX				2.6%

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Uninsured / Underinsured Motorist - Bodily Injury

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				2,028,690
Prem_Earned				2,028,690
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				45,646
Exposures_Earned				32,515
Losses				1,523,595
DCCE				42,602
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				507
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters

FIT_UW				35.0%
EffStd_Final		<i>Data as of:</i>	2015	22.9%
LevFact_Final		<i>Data as of:</i>	2015	0.87
PremTaxRate				2.4%
SurplusRatio				1.15
ResRatio_UPR		<i>Data as of:</i>	2015	0.33
ResRatio_Loss		<i>Data as of:</i>	2015	1.03
ROR_RiskFree		<i>Data as of:</i>	September 2017	1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations

	#VALUE!	#VALUE!	0	
Prem_Adjusted				2,074,336
Losses_Adjusted				1,523,595
DCCE_Adjusted				42,602
LossDCCERatio_Adjusted				75.5%
TCRLP_perExp				63.80
LossDCCE_perExp				48.17
CompLossDCCE_perExp				46.63
CredLoss_perExp				48.17
Anc_Inc_perExp				0.02
InvInc_Fixed				4.5%
InvInc_Variable				6.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				13.8%
Min_Profit				-10.6%
UW_Profit				4.0%
Min_Denom				0.94
Max_Denom				0.70
Min_Premium				\$48.84
Max_Premium				\$65.90
CHANGE_AT_MIN				-23.4%
CHANGE_AT_MAX				3.3%

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Liability
Coverage: Uninsured / Underinsured Motorist - Property Damage

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				64,035
Prem_Earned				64,035
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				1,441
Exposures_Earned				6,182
Losses				47,718
DCCE				1,345
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				16
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters	#VALUE!	#VALUE!	0	
FIT_UW				35.0%
EffStd_Final		Data as of: 2015		22.9%
LevFact_Final		Data as of: 2015		0.87
PremTaxRate				2.4%
SurplusRatio				1.15
ResRatio_UPR		Data as of: 2015		0.33
ResRatio_Loss		Data as of: 2015		1.03
ROR_RiskFree		Data as of: September 2017		1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations	#VALUE!	#VALUE!	0	
Prem_Adjusted				65,476
Losses_Adjusted				47,718
DCCE_Adjusted				1,345
LossDCCERatio_Adjusted				74.9%
TCRLP_perExp				10.59
LossDCCE_perExp				7.94
CompLossDCCE_perExp				7.74
CredLoss_perExp				7.94
Anc_Inc_perExp				0.00
InvInc_Fixed				4.5%
InvInc_Variable				6.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				13.8%
Min_Profit				-10.6%
UW_Profit				4.0%
Min_Denom				0.94
Max_Denom				0.70
Min_Premium				\$8.05
Max_Premium				\$10.86
CHANGE_AT_MIN				-24.0%
CHANGE_AT_MAX				2.5%

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Physical Damage
Coverage: Collision

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				10,908,855
Prem_Earned				10,908,855
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				245,449
Exposures_Earned				25,738
Losses				8,703,084
DCCE				10,909
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				2,727
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters

FIT_UW				35.0%
EffStd_Final		<i>Data as of:</i>	2015	23.9%
LevFact_Final		<i>Data as of:</i>	2015	1.42
PremTaxRate				2.4%
SurplusRatio				0.70
ResRatio_UPR		<i>Data as of:</i>	2015	0.33
ResRatio_Loss		<i>Data as of:</i>	2015	0.07
ROR_RiskFree		<i>Data as of:</i>	September 2017	1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations

	#VALUE!	#VALUE!	0	
Prem_Adjusted				11,154,304
Losses_Adjusted				8,703,084
DCCE_Adjusted				10,909
LossDCCERatio_Adjusted				78.1%
TCRLP_perExp				433.39
LossDCCE_perExp				338.57
CompLossDCCE_perExp				314.21
CredLoss_perExp				338.57
Anc_Inc_perExp				0.11
InvInc_Fixed				0.3%
InvInc_Variable				4.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				8.4%
Min_Profit				-6.5%
UW_Profit				3.6%
Min_Denom				0.87
Max_Denom				0.72
Min_Premium				\$387.20
Max_Premium				\$467.00
CHANGE_AT_MIN				-10.7%
CHANGE_AT_MAX				7.8%

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Physical Damage
Coverage: Comprehensive

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				2,151,540
Prem_Earned				2,151,540
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				48,410
Exposures_Earned				27,816
Losses				1,671,306
DCCE				2,151
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				538
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters

FIT_UW				35.0%
EffStd_Final		<i>Data as of:</i>	2015	23.9%
LevFact_Final		<i>Data as of:</i>	2015	1.42
PremTaxRate				2.4%
SurplusRatio				0.70
ResRatio_UPR		<i>Data as of:</i>	2015	0.33
ResRatio_Loss		<i>Data as of:</i>	2015	0.07
ROR_RiskFree		<i>Data as of:</i>	September 2017	1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations

	#VALUE!	#VALUE!	0	
Prem_Adjusted				2,199,950
Losses_Adjusted				1,671,306
DCCE_Adjusted				2,151
LossDCCERatio_Adjusted				76.1%
TCRLP_perExp				79.09
LossDCCE_perExp				60.16
CompLossDCCE_perExp				57.34
CredLoss_perExp				60.16
Anc_Inc_perExp				0.02
InvInc_Fixed				0.3%
InvInc_Variable				4.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				8.4%
Min_Profit				-6.5%
UW_Profit				3.6%
Min_Denom				0.87
Max_Denom				0.72
Min_Premium				\$68.80
Max_Premium				\$82.98
CHANGE_AT_MIN				-13.0%
CHANGE_AT_MAX				4.9%

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Physical Damage
Coverage: Roadside Assistance

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				355,095
Prem_Earned				355,095
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				7,990
Exposures_Earned				20,665
Losses				282,657
DCCE				355
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				89
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters				
FIT_UW				35.0%
EffStd_Final		Data as of:	2015	23.9%
LevFact_Final		Data as of:	2015	1.42
PremTaxRate				2.4%
SurplusRatio				0.70
ResRatio_UPR		Data as of:	2015	0.33
ResRatio_Loss		Data as of:	2015	0.07
ROR_RiskFree		Data as of:	September 2017	1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations	#VALUE!	#VALUE!	0	
Prem_Adjusted				363,085
Losses_Adjusted				282,657
DCCE_Adjusted				355
LossDCCERatio_Adjusted				77.9%
TCRLP_perExp				17.57
LossDCCE_perExp				13.70
CompLossDCCE_perExp				12.74
CredLoss_perExp				13.70
Anc_Inc_perExp				0.00
InvInc_Fixed				0.3%
InvInc_Variable				4.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				8.4%
Min_Profit				-6.5%
UW_Profit				3.6%
Min_Denom				0.87
Max_Denom				0.72
Min_Premium				\$15.66
Max_Premium				\$18.89
CHANGE_AT_MIN				-10.9%
CHANGE_AT_MAX				7.5%

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Wesley Pohler
Date Completed: 10/17/2017
Prior Effective Date:
Proposed Effective Date: 10/1/2017
Detailed Line Description: Private Passenger Auto Physical Damage
Coverage: Alternate Transportation

Data Provided by Filer	#VALUE!	#VALUE!	0	Projected
Prem_Written				890,865
Prem_Earned				890,865
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				20,044
Exposures_Earned				18,247
Losses				739,025
DCCE				891
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				223
Credibility				100.0%
ExpRatio_Excluded				0.7%
FIT_Inv				28.0%
Yield				3.9%

CDI Parameters

FIT_UW				35.0%
EffStd_Final		<i>Data as of:</i>	2015	23.9%
LevFact_Final		<i>Data as of:</i>	2015	1.42
PremTaxRate				2.4%
SurplusRatio				0.70
ResRatio_UPR		<i>Data as of:</i>	2015	0.33
ResRatio_Loss		<i>Data as of:</i>	2015	0.07
ROR_RiskFree		<i>Data as of:</i>	September 2017	1.8%
ROR_Min				-6.0%
ROR_Max				7.8%

Calculations

	#VALUE!	#VALUE!	0	
Prem_Adjusted				910,909
Losses_Adjusted				739,025
DCCE_Adjusted				891
LossDCCERatio_Adjusted				81.2%
TCRLP_perExp				49.92
LossDCCE_perExp				40.55
CompLossDCCE_perExp				36.19
CredLoss_perExp				40.55
Anc_Inc_perExp				0.01
InvInc_Fixed				0.3%
InvInc_Variable				4.5%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				8.4%
Min_Profit				-6.5%
UW_Profit				3.6%
Min_Denom				0.87
Max_Denom				0.72
Min_Premium				\$46.37
Max_Premium				\$55.93
CHANGE_AT_MIN				-7.1%
CHANGE_AT_MAX				12.0%

Instructions for Completing the Prior Approval Rate Application

Note: For information on populating the application in its entirety, including the Prior Approval Rate Application, Prior Approval Rate Template and Standard Exhibits Template, refer to the complete Prior Approval Rate Filing Instructions posted in PDF format on the CDI website, below:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/>

1) Enter general filing characteristics associated with this application as well as company-specific information on the "1.General" page. Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes. If this filing contains group data, select the appropriate indicator on the "1.General" page. The "2.Group" page will automatically unhide to allow for the identification of each company to which this filing applies.

2) Enter the type of filing to which this application applies. Complete all exhibits and Prior Approval Rate Application pages required for the designated type of filing on the "3.Filing Type" page, *in addition to the Prior Approval Rate Template and Standard Exhibits Template, where applicable*. Refer to the Prior Approval Filing Instructions for more information.

3) On the "6.Program Detail" page, provide premium, loss and DCCE information for the entire line of business as shown in your company's Annual Statement as well as for each separate program that comprises your company's line of business. Programs with less than \$25M in premium each can be combined into one entry. The total of all programs must reconcile to the total Annual Statement line of business for each year provided. Click the "Add 5 Programs" button if additional programs are required. If filing to be submitted is a group filing, populate the page with group data.

4) If this filing includes a variance request, select the appropriate indicator on the "1.General" page. The "11.Variance Request" page will automatically unhide to allow for the identification and impact of each variance being requested. Final decisions regarding variances will be made by the CDI and/or administrative hearing.

PRIOR APPROVAL RATE APPLICATION FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

Completed by:

Date:

Your File #:
(15 Character Maximum)

Filing Characteristics

Does this filing include a variance request? (Page 11 hidden)

If yes,

Is this a variance request submitted after the prior approval application to which it applies?

Provide the applicable CDI File #:

Does this file contain group data? If yes, complete Page 2. (Page 2 hidden)

Is this a specialty filing?

Line Type:

General Line :

Subline:

Program:

Provide the most recent applicable CDI file # in this line, subtitle and/or program:

DEPARTMENT USE ONLY	
CDI File #:	<input type="text"/>
SERFF #:	<input type="text"/>
Filed Date:	<input type="text"/>
Compliance Date:	<input type="text"/>
Public Notice Date:	<input type="text"/>
Deemer Date:	<input type="text"/>
Intake Analyst:	<input type="text"/>
Bureau/Senior:	<input type="text"/>
Group Filing?:	<input type="checkbox"/> Yes <input type="checkbox"/> No
X-Reference #:	<input type="text"/>
Filing Type:	<input type="checkbox"/> Rate <input type="checkbox"/> Rule <input type="checkbox"/> Form <input type="checkbox"/> Variance <input type="checkbox"/> New Program
% Change:	<input type="text"/>

Company Information

Company Name:

Group Name:

NAIC Company Code:

NAIC Group Code:

Organized under the laws of the State of:

Home Office:

Contact Name/Title:

Toll Free Phone #: Fax #:

Email Address:

Mailing Address:

I declare under penalty of perjury under the laws of the State of California, that the information filed is true, complete, and correct, and that price optimization methods or models have not been used in the development of the final rates for any segment of the filed rating plan.

Authorized Signature

Date of Filing

Telephone #

Refer to CDI website below for the most current rate template and prior approval factors:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/>

FILING TYPE

The purpose of this filing is (check all that apply):

Type of Filing		Required Documentation ^{1,2,3}
<input checked="" type="checkbox"/>	New Program (Includes adoption of advisory organization loss costs, forms and rules.)	Pages 1 through 4, 8 through 10 & 12, Exhibit 16 plus Prior Approval Rate Template
<input type="checkbox"/>	Rates (Includes adoption of advisory organization loss costs.)	
<input type="checkbox"/>	Rate increase	Pages 1 through 8 & 12, Exhibits 1-17 & 20, plus Prior Approval Rate Template
<input type="checkbox"/>	Rate decrease	Pages 1 through 8 & 12, Exhibits 1-17 & 20, plus Prior Approval Rate Template
<input type="checkbox"/>	Revenue-neutral change (zero percent overall impact)	Pages 1 through 8 & 12, Exhibits 1-17 & 20, plus Prior Approval Rate Template
<input type="checkbox"/>	Variance Request	
<input type="checkbox"/>	Filed together with the prior approval application to which it applies.	Page 11, Exhibit 13 plus Prior Approval Rate Template
<input type="checkbox"/>	Filed after the prior approval application to which it applies.	Pages 1 through 4, 11 & 12, Exhibit 13 plus Prior Approval Rate Template
<input type="checkbox"/>	Coverage Forms (Includes adoption of advisory organization forms.)	
<input type="checkbox"/>	With rate impact	Pages 1 through 9 & 12, Exhibits 1-17 & 20 plus Prior Approval Rate Template
<input type="checkbox"/>	Without rate impact	Pages 1 through 4, 9 & 12
<input type="checkbox"/>	Rules and Underwriting Guidelines (Includes adoption of advisory organization rules.)	
<input type="checkbox"/>	With rate impact	Pages 1 through 8, 10 & 12, Exhibits 1-18 & 20 plus Prior Approval Rate Template
<input type="checkbox"/>	Without rate impact	Pages 1 through 4, 10 & 12 plus Exhibit 18

¹ Page numbers refer to pages of the Prior Approval Rate Application. Where Exhibits 5, 7 and 8 are required, applications must also include a completed Standard Exhibits Template. Exhibit 21 must be included for all Specialty filing applications.

² All Private Passenger Automobile class plans must be filed separately from the Prior Approval Rate Applications.

³ Page 6 of the Prior Approval Rate Application is required solely for insurers submitting filings for a subset of their Homeowners Multiple Peril line.

IMPACT OF PROPOSED CHANGES

Proposed Overall Rate Change:	0.0%
Proposed Earned Premium Per Exposure:	\$932.42
Proposed Effective Date:	10/01/17

	Coverage/Form ¹	Indicated % Change	Proposed % Change	Adjusted Earned Premium ^{2,3}	Projected Earned Premium ³
(1)	Bodily Injury	0.0%	0.0%	\$7,076,170	\$7,076,170
(2)	Property Damage	0.0%	0.0%	\$8,227,679	\$8,227,679
(3)	Medical Payments	0.0%	0.0%	\$347,118	\$347,118
(4)	Uninsured/Underinsured Motorists - Bodily Injury	0.0%	0.0%	\$2,074,336	\$2,074,336
(5)	Uninsured/Underinsured Motorists - Property Damage	0.0%	0.0%	\$65,476	\$65,476
(6)	Collision	0.0%	0.0%	\$11,154,304	\$11,154,304
(7)	Comprehensive	0.0%	0.0%	\$2,199,950	\$2,199,950
(8)	Roadside Assistance	0.0%	0.0%	\$363,085	\$363,085
(9)	Alternate Transportation	0.0%	0.0%	\$910,909	\$910,909
(10)					\$0
Total		0.0%	0.0%	\$32,419,028	\$32,419,028

¹ Commercial Auto Liability and Physical Damage must be combined in one application, with separate Rate Calculation pages in the Prior Approval Rate Template for liability and physical damage coverages.

² Adjusted earned premium is the historical earned premium for the most recent year adjusted to the current rate level and trended to the average earned date of the proposed rating period. These figures should reconcile to the Prior Approval Rate Template.

³ Total earned premium must include all income derived from miscellaneous fees and other charges.

RECONCILIATION OF DIRECT EARNED PREMIUM DATA
 Annual Statement Statutory Page 14 Calendar Year Data

	Coverage/Form/Program ¹	Latest CDI Filing # ²	2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
			#VALUE!	#VALUE!	YYYY
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					
Total			0	0	0
Statutory Page 14					
Difference			0	0	0

Explain any differences:

¹ This exhibit requires insurers to itemize each program until *all* data is reconciled to the corresponding annual statement line of insurance.

² For residual market data, a filing number is not required.

ANNUAL STATEMENT LINE - Auto Liability and Physical Damage

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
(1) YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(2) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(3) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(4) 3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

#VALUE!

Note: Programs with less than \$25M in premium each can be combined into one entry.

Note: Ratios are weighted averages. Dollars are arithmetic averages.

Total - All Programs

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
(5) YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(6) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(7) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(8) 3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

Difference	-	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
------------	---	---	---	---------	---	---------	---	---------

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

ADDITIONAL CALENDAR YEAR DATA REQUIRED BY STATUTE

Refer to CIC §1857.7, CIC §1857.9 and CIC §1864 for more information.

Line	Type of Data	Most Recent Calendar Year
(0)	Calendar Year	YYYY
(1)	Number of claims outstanding at beginning of year	
(2)	Number of claims during the year	
(3)	Number of claims closed during the year	
(4)	Number of claims outstanding at year's end [(1) + (2) - (3)]	0
(5)	Unearned Premiums	
(6)	Dollar amount of claims paid	
(7)	Net loss reserves for outstanding claims excluding claims incurred but not reported (case reserves)	
(8)	Net loss reserves for claims incurred but not reported (IBNR)	
(9)	Losses incurred as a percentage of premiums earned, including IBNR	
(10)	Net investment gain or loss and other income or gain or loss allocated to the line	
(11)	Net income before federal and foreign income taxes [(10) + (15)]	\$0
(12)	Total number of policies in force on the last day of the reporting period	
(13)	Total number of policies canceled	
(14)	Total number of policies non-renewed	
(15)	Net underwriting gain or loss (= CY earned premiums less CY incurred loss less CY incurred expense)	
(16)	Separate allocations of expenses for:	
(17)	(a) commissions and brokerage expense	
(18)	(b) other acquisition costs	
(19)	(c) general office expenses	
(20)	(d) taxes, licenses and fees	
(21)	(e) loss adjustment expense (DCCE & AOE)	
(22)	(f) other expenses	

MISCELLANEOUS FEES AND OTHER CHARGES

Check all fees that apply and identify the amount charged for each transaction.

If no fees apply to this program, check here:

Miscellaneous Fees

	New Business	Renewal Business
Policy Fee	<input type="checkbox"/>	<input type="checkbox"/>
Installment Fee (Fixed \$)	<input checked="" type="checkbox"/> \$5 per trans / \$0.00 per trans if ACH (credit/debit cards)	<input checked="" type="checkbox"/> \$5 per trans / \$0.00 per trans if ACH (credit/debit cards)
Endorsement Fee	<input type="checkbox"/>	<input type="checkbox"/>
Inspection Fee	<input type="checkbox"/>	<input type="checkbox"/>
Cancellation Fee	<input type="checkbox"/>	<input type="checkbox"/>
Reinstatement Fee	<input checked="" type="checkbox"/> \$35.00	<input checked="" type="checkbox"/> \$35.00
Late Fee	<input type="checkbox"/>	<input type="checkbox"/>
SR-22	<input checked="" type="checkbox"/> \$50.00	<input checked="" type="checkbox"/> \$50.00
Other Fees (specify below)	<input type="checkbox"/>	<input type="checkbox"/>
<i>Fee 1</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Fee 2</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Fee 3</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Fee 4</i>	<input type="checkbox"/>	<input type="checkbox"/>

Ancillary Income

	New Business	Renewal Business
Installment Finance Charge (APR %)	<input type="checkbox"/>	<input type="checkbox"/>
Non-Sufficient Funds (NSF) Fee	<input checked="" type="checkbox"/> \$20 (returned check or failed draft fee)	<input checked="" type="checkbox"/> \$20 (returned check or failed draft fee)
Membership Dues	<input type="checkbox"/>	<input type="checkbox"/>
Premium Finance Revenues	<input type="checkbox"/>	<input type="checkbox"/>
Other Fees (specify below)	<input type="checkbox"/>	<input type="checkbox"/>
<i>Fee 1</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Fee 2</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Fee 3</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Fee 4</i>	<input type="checkbox"/>	<input type="checkbox"/>

Use Exhibit 6 if additional space is needed to explain fees not listed above.

FORMS

		Applicable Form			Source of Form		Category	Coverage Change Reflects		Coverage Change Includes		Factor or Charge (\$, % or Description)
		#	Title	Type	Source	CDI File # ¹		Restriction? ²	Broadening?	Rate Impact?	% Impact	
(1)	Proposed	CA-01-007	Clearcover Auto Body Repair Consumer Bill of Rights CA	4	3		1	N	N	N	N	
	Current											
(2)	Proposed	CA-01-001	Clearcover Auto Policy CA	3	3		1	N	N	N	N	
	Current											
(3)	Proposed	CA-01-008	Clearcover Consumer Info Disclosure CA	4	3		1	N	N	N	N	
	Current											
(4)	Proposed	CA-01-013	Clearcover Coverage Selection Rejection Form	2	3		1	N	N	N	N	
	Current											
(5)	Proposed	CA-01-014	Clearcover Coverage Selection Rejection Form - UMPD	2	3		1	N	N	N	N	
	Current											
(6)	Proposed	CA-01-009	Clearcover Excluded Driver Endorsement - CA	2	3		2	Y	N	N	N	
	Current											
(7)	Proposed	CA-01-002	Clearcover Policy Dec Page	4	3		1	N	N	N	N	
	Current											
(8)	Proposed	CA-01-011	Clearcover Ridesharing Endorsement	2	3		2	N	N	N	N	
	Current											
(9)	Proposed	CA-01-012	Clearcover Underwriting Decision Notice CA	4	3		2	N	N	N	N	
	Current											
(10)	Proposed											
	Current											

¹ If Source selected is ISO or Other Advisory Organization, provide the CDI File # of applicable filing from which the form is being adopted. If Source selected is Company and Category is Replacement, provide the CDI File # under which current form is approved.

² Forms that restrict, exclude or delete coverage require consideration of a rate offset/credit. Provide the amount of prior losses incurred associated with the impacted coverage, if any.

Legend of Response Codes

Type Code	Source Code	Category Code
(1) Application	(1) Insurance Services Organization (ISO)	(1) New, mandatory
(2) Endorsement	(2) Other Advisory Organization	(2) New, optional
(3) Policy	(3) Company	(3) Replacement, mandatory
(4) Other (Describe in filing memorandum)	(4) Other (Describe in filing memorandum)	(4) Replacement, optional
		(5) Withdrawn, mandatory
		(6) Withdrawn, optional

RULES AND UNDERWRITING GUIDELINES

Insurers submitting a rule change filing must provide the information identified below.
Complete Exhibit 18 as necessary to fulfill this requirement.

Check all that apply:

- (1) Introducing a new rule(s)
- (2) Revising an existing rule(s)
- (3) Adopting an approved Advisory Organization (AO) rule(s)
- (4) Withdrawing an approved rule(s)
- (5) Introducing or revising an underwriting guideline(s)¹

If (1), (2) or (5) above is checked, provide the following:

- (a) The purpose for the rule or underwriting guideline or an explanation for revising an existing rule or underwriting guideline (Exhibit 18)
- (b) A copy of the current and proposed manual page corresponding to the rule or underwriting guideline
- (c) The proposed charge for the rule, and justification of the charge including the rate or premium development method (Exhibit 18)
- (d) The rate impact of the rule or underwriting guideline on the current book of business, with corresponding calculation of that impact (Exhibit 18)
- (e) Advise if the rule is:
 - (i) Optional
 - (ii) Mandatory

If (3) above is checked, specify the approved CDI File #(s) of the AO rule:

If (4) above is checked, provide the following:

- (a) An explanation for the withdrawal of the rule (Exhibit 18)
- (b) A copy of the current and proposed manual page corresponding to the withdrawn rule
- (c) The rate impact of withdrawing the rule on the current book of business, with corresponding calculation of that impact (Exhibit 18)

For all rule and underwriting guideline changes, provide any additional comments necessary to adequately explain the rule change (Exhibit 18).

¹ Underwriting guidelines included in this filing are reviewed only insofar as they relate to rates contained in this filing or currently on file with the California Department of Insurance.

FILING CHECKLIST

Use this checklist to assemble a complete application:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Prior Approval Rate Application | <input type="checkbox"/> Supporting Exhibits |
| <input checked="" type="checkbox"/> General Information, Page 1 | <input type="checkbox"/> Exhibit 1 - Filing History |
| <input type="checkbox"/> Insurer Group Information, Page 2 | <input type="checkbox"/> Exhibit 2 - Rate Level History |
| <input checked="" type="checkbox"/> Filing Type, Page 3 | <input type="checkbox"/> Exhibit 3 - Policy Term Distribution |
| <input checked="" type="checkbox"/> Proposed Impact, Page 4 | <input type="checkbox"/> Exhibit 4 - Premium Adjustment Factor |
| <input type="checkbox"/> Reconciliation of Direct Earned Premium to Statutory Data, Page 5 | <input type="checkbox"/> Exhibit 5 - Premium Trend Factor ³ |
| <input type="checkbox"/> Homeowners Form Detail (if applicable), Page 6 | <input type="checkbox"/> Exhibit 6 - Miscellaneous Fees and Other Charges |
| <input type="checkbox"/> Additional Calendar Year Data Required by Statute, Page 7 | <input type="checkbox"/> Exhibit 7 - Loss and Defense & Cost Containment Expense (DCCE) Development Factors ³ |
| <input checked="" type="checkbox"/> Miscellaneous Fees and Other Charges, Page 8 | <input type="checkbox"/> Exhibit 8 - Loss and DCCE Trend ³ |
| <input checked="" type="checkbox"/> Forms, Page 9 | <input type="checkbox"/> Exhibit 9 - Catastrophe Adjustment |
| <input checked="" type="checkbox"/> Rules and Underwriting Guidelines, Page 10 | <input type="checkbox"/> Exhibit 10 - Credibility Adjustment |
| <input type="checkbox"/> Variance Request, Page 11 | <input type="checkbox"/> Exhibit 11 - Ancillary Income |
| <input checked="" type="checkbox"/> Filing Checklist, Page 12 | <input type="checkbox"/> Exhibit 12 - Reinsurance Premium and Recoverables |
| <input checked="" type="checkbox"/> Filing Memorandum | <input type="checkbox"/> Exhibit 13 - Variance Request |
| <input checked="" type="checkbox"/> Prior Approval Rate Template¹ | <input type="checkbox"/> Exhibit 14 - Rate Distribution |
| <input type="checkbox"/> Standard Exhibits Template¹ | <input type="checkbox"/> Exhibit 15 - Rate Classification Relativities |
| <input checked="" type="checkbox"/> Printed Rate and Rule Manual Pages¹ | <input checked="" type="checkbox"/> Exhibit 16 - New Program |
| <input checked="" type="checkbox"/> Underwriting Guidelines¹ | <input checked="" type="checkbox"/> Exhibit 17 - Super Group Corporate Structure Verification (PPA only) |
| <input checked="" type="checkbox"/> Forms^{1,2} | <input checked="" type="checkbox"/> Exhibit 18 - Rules and Underwriting Guidelines |
| <input type="checkbox"/> Copies of Reinsurance Agreements¹ | <input type="checkbox"/> Exhibit 19 - Supplemental Information |
| | <input type="checkbox"/> Exhibit 20 - Customer Dislocation |
| | <input type="checkbox"/> Exhibit 21 - Insurer's Ratemaking Calculations for Specialty Filings |

¹ See Prior Approval Rate Filing Instructions.

² Attach all independent forms and list all advisory organization forms.

³ Provide Standard Exhibits Template for these exhibits.



August 9, 2017

Re: Response Indemnity Company of California FEIN #: 91-1862782
NAIC # 10970 NAIC GP #: 4718
Program: Private Passenger Auto

To Whom It May Concern:

Westmont Associates Incorporated is hereby authorized to submit rate, rule, and form filings on behalf of **Response Indemnity Insurance Company**. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary.

Please direct all correspondences and inquiries related to this filing to Westmont Associates at the following address:

State Filings Department
Westmont Associates Incorporated
1763 Marlton Pike East, Suite 200
Cherry Hill, New Jersey 08003
Phone: (856) 216-0220

Please contact me if you have any questions regarding this authorization.

Sincerely,

Sandra M. Evans-Wright, CPCU, ARe, CPIW
Compliance Manager
904-357-2164
swright@fortegra.com

Home Office: 10151 Deerwood Park Boulevard
Building 100, Suite 500
Jacksonville, Florida 32256

**RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTOMOBILE
CALIFORNIA**

FILING MEMORANDUM

With this rate filing, Response Indemnity Company of California (Response Indemnity) is proposing to introduce its Clearcover, Inc. (Clearcover) Private Passenger Auto program in California.

The current structure of Response Indemnity's auto programs is as follows:

Program	Entity	# of Policies as of 7/31/2017	Status
General Public	Prior Owner (Kemper)	0	Not active; to be replaced by Clearcover
Coverage Difference (Minimum Limits)	SCJ	535	Active; no change is being proposed
Affinity Group: Licensed Professionals	Prior Owner (Kemper)	0	Not active; to be replaced by Clearcover
Affinity Group: Engineers & Scientists	Prior Owner (Kemper)	0	Not active; to be replaced by Clearcover
Affinity Group: College Alumni Assoc.	Prior Owner (Kemper)	0	Not active; to be replaced by Clearcover
Affinity Group: Motor Club	Auto Knight Motor Club	0	Not active; replaced by Rivington Partners in pending filing
<i>Affinity Group: Motor Club</i>	<i>Rivington Partners</i>	<i>n/a</i>	<i>Pending filing; submitted July 2017</i>

As a result of this filing, the proposed structure of Response Indemnity's auto programs is as follows:

Program	Entity	Notes
General Public	Clearcover	Replaces current General Public program
Coverage Difference (Minimum Limits)	SCJ	Same as current
Affinity Group: Professionals	Clearcover	Replaces current Affinity Group for Licensed Professionals
Affinity Group: Skilled Artisans	Clearcover	Replaces current Affinity Group for Engineers & Scientists
Affinity Group: Military	Clearcover	Replaces current Affinity Group for College Alumni Associations
Affinity Group: Motor Club	Rivington Partners	Pending filing; subject to approval by CDI

The proposed General Public and Affinity Group auto programs will be distributed through Clearcover, a general agent. It should be noted that Response Indemnity's other programs will also be available through Clearcover subject to the eligibility guidelines of each program. All of Response Indemnity's auto programs (Clearcover, Rivington Partners, and SCJ) will offer coverage to any driver that qualifies as a Good Driver according to California Code of Regulations, Sections 2632.12 and 2632.13.

This filing includes Clearcover's proposed rating algorithm that applies base rates and rating factors varying by coverage. The attached analysis has been completed in accordance with the requirements of Insurance Code Section 2632.7.

Because this is a new program, there is no historical data available from which Clearcover can set its rates. As such, Clearcover is proposing its overall rate level based on its anticipated losses and expenses, and based on an analysis of competitor premiums. In addition to the overall rate level, Clearcover is proposing to "me-too" the rating structure and rating factors of GEICO General Insurance Company (GEICO) with the following deviations.

1. Response Indemnity is proposing to remove the following Optional Factors from GEICO's rating structure. Because Optional Factors are being removed from the rating algorithm, these deviations from GEICO will not affect Clearcover's compliance with the Factor Weight calculations.
 - GEICO's Business Use Surcharge applies to less than 3% of the total book, affects only two coverages (BI and PD), and is a factor of 1.05. Clearcover does not plan to use this rating variable and based on the information above, the expected impact of removing this surcharge is minimal.
 - GEICO's Deviation Factor is 1.00 for each coverage. As a result, this rating factor does not impact the premium calculation process and Clearcover believes it should be removed.
 - GEICO's Good Student Discount applies to less than 4% of the total book. Due to the additional documentation required to support this rating factor, Clearcover does not plan to offer this discount.
 - GEICO's Hybrid Discount is 1.00 for each coverage. As a result, this rating factor does not impact the premium calculation process and Clearcover believes it should be removed.
2. Response Indemnity is proposing to adopt all of GEICO's affinity groups except for GEICO's Sponsored Marketing Group Insurance Plan. GEICO's Sponsored Marketing Group applies to less than 3% of the total book and in GEICO's 2016 rate filing had a loss ratio nearly five points higher than GEICO's overall book of business. As a result, Response Indemnity does not plan to offer this program through Clearcover.
3. Response Indemnity does not plan to offer a coverage analogous to GEICO's MBI coverage as part of its Clearcover program.
4. Response Indemnity is proposing to revise the following rating factors in GEICO's rating algorithm.
 - GEICO's current Multi-Line Discount ranges from 5% to 10% and applies when an insured has an active motorcycle and/or personal umbrella policy with GEICO. Clearcover is proposing to also apply the Multi-Line Discount to insureds who have a supporting homeowners, renters, condo, farmers/ranch, or personal umbrella policy with Clearcover, or a combination of any of these products and a personal auto policy with Clearcover. Clearcover's proposed discounts range from 2.5% to 10%, which are similar to GEICO's current discounts and are supported based on comparisons to three other California auto insurance companies in the accompanying class plan filing. Although Clearcover plans to implement a Multi-Line Discount for insureds with an accompanying property product, Clearcover currently does not offer any property insurance products in California. As a result, Clearcover anticipates that all of its projected exposures will fall in the "Auto only" category, which corresponds to a relativity of 1.00 for each coverage. Based on this, the proposed Factor Weight for Multi-Policies is expected to be 0.00, which will not affect Clearcover's compliance with the Factor Weight calculations.

- GEICO currently applies an additive surcharge for its Collision Deductible Waiver (CDW). Clearcover is proposing to convert this additive amount to a multiplicative factor as shown in the table below and further supported in the accompanying class plan filing.

Collision Deductible	GEICO	Clearcover		
	Additive CDW Surcharge	Proposed Collision Deductible Factor	Projected Avg Collision Premium (excl. CDW)	Indicated CDW Factor
\$50	\$0.90	1.689	\$951	1.001
100	1.80	1.351	761	1.002
150	2.70	1.189	670	1.004
200	3.60	1.095	616	1.006
250	4.50	1.000	563	1.008
500	9.00	0.743	419	1.022
1,000	18.00	0.581	327	1.055
1,500	27.00	0.487	274	1.098
2,000	36.00	0.446	251	1.143
2,500	45.00	0.405	228	1.197

- A subset of GEICO's current rating relativities for accidents and violations are shown in the table below. It should be noted that the highlighted relativities for Comprehensive coverage seem to have been mistakenly copied from Collision coverage as they result in higher relativities for 1 major violation than for 2 major violations.

# of Incidents / Months since Most Recent	Accidents		Majors/DUIs		Minors	
	Coll	Comp	Coll	Comp	Coll	Comp
0	1.000	1.000	1.000	1.000	1.000	1.000
1 / 0-11 Mths	1.900	1.400	1.900	1.900	1.370	1.370
1 / 12-23 Mths	1.700	1.300	1.700	1.700	1.270	1.270
1 / 24-35 Mths	1.500	1.200	1.500	1.500	1.200	1.200
2 / 0-11 Mths	2.400	1.500	2.400	1.500	1.500	1.500
2 / 12-23 Mths	2.100	1.400	2.100	1.400	1.400	1.400
2 / 24-35 Mths	1.800	1.300	1.800	1.300	1.350	1.350
3+ / 0-11 Mths	3.500	2.000	3.500	2.000	1.750	1.750
3+ / 12-23 Mths	3.200	1.900	3.200	1.900	1.650	1.650
3+ / 24-35 Mths	2.900	1.800	2.900	1.800	1.600	1.600

Clearcover is proposing to revise the Comprehensive rating relativities for 1 Major Violation to correct for this reversal in GEICO's current relativities. Clearcover's proposed rating relativities for accidents and violations are shown in the table below with the revised relativities highlighted.

# of Incidents / Months since Most Recent	Accidents		Majors/DUIs		Minors	
	Coll	Comp	Coll	Comp	Coll	Comp
0	1.000	1.000	1.000	1.000	1.000	1.000
1 / 0-11 Mths	1.900	1.400	1.900	1.400	1.370	1.370
1 / 12-23 Mths	1.700	1.300	1.700	1.300	1.270	1.270
1 / 24-35 Mths	1.500	1.200	1.500	1.200	1.200	1.200
2 / 0-11 Mths	2.400	1.500	2.400	1.500	1.500	1.500
2 / 12-23 Mths	2.100	1.400	2.100	1.400	1.400	1.400
2 / 24-35 Mths	1.800	1.300	1.800	1.300	1.350	1.350
3+ / 0-11 Mths	3.500	2.000	3.500	2.000	1.750	1.750
3+ / 12-23 Mths	3.200	1.900	3.200	1.900	1.650	1.650
3+ / 24-35 Mths	2.900	1.800	2.900	1.800	1.600	1.600

5. Response Indemnity is proposing to introduce the following items that are currently not found in GEICO's rating structure
 - Within the Type of Use rating factor, Clearcover is proposing relativities to reflect the use of an autonomous vehicle. The relativities vary based on a vehicle's level of autonomy (ranging from 0 to 5) and were selected based on judgment until the relativities can be updated with actual loss experience. Clearcover anticipates that all of its projected exposures will be level 0, 1, or 2 which correspond to relativities near the average relativity for Type of Use for each coverage. As a result, the updated Factor Weight for Type of Use is relatively small compared to other rating factors and Clearcover's Factor Weight calculations continue to be compliant.
 - Clearcover is proposing to introduce a Transportation Network Company (TNC) Endorsement. This optional endorsement corresponds to rating relativities that vary by coverage and are supported based on comparisons to three other California auto insurance companies in the accompanying class plan filing.

The class plan filing accompanying this rate filing discusses in more detail Response Indemnity's proposed rating structure and factors, including Response Indemnity's proposed vehicle symbols and frequency and severity band definitions.

Regarding this rate filing, additional discussion related to several of the selections and assumptions underlying the proposed rate-level can be found in **Exhibit 16**.

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
Clearcover
PRIVATE PASSENGER RULES SECTION
PROFESSIONAL GROUP INSURANCE PROGRAM - CALIFORNIA

Professional Group

For those risks meeting the group eligibility below, premiums will be multiplied by the factors shown in the “INSURANCE PROGRAM” table according to the corresponding program. This is equivalent to the base rate deviations from the Clearcover General Public program shown below.

This will not apply if the named insured/applicant or spouse or registered domestic partner of the named insured is already receiving a lower rate under another program. This reduction will not apply to motor homes or travel trailers.

The named insured/applicant or spouse or registered domestic partner of the named insured must be an operator and a graduate student, a professional Federal government employee in an administrative or technical position, employed in one of the Professional Groups shown in the “Professional Group” table or retired from one of the following Professional Groups shown in the “Professional Group” table and no longer employed. These Professional Groups may require at least a Bachelor’s degree, license, or a professional certification/designation.

Coverage	Deviation Professional
BI	-11%
Prop	-11%
Med	-30%
UM	-30%
UMPD	-30%
Comp	-40%
Coll	-22%
ATC	-23%
Roadside Assistance	-23%



September 22, 2017

California Department of Insurance
Property and Casualty Division
Forms/Rates/Rules Review Section

Attn: Rick Holbrook

**RE: Response Indemnity Company of California NAIC# 10970 FEIN 91-1862782
Personal Automobile
Clearcover, Inc. Private Passenger Automobile
New Program Submission
Company Filing Number: RES-2017-001 (PROFI)
Effective Date: Upon Earliest Possible Approval Date**

Dear Mr. Holbrook:

Enclosed please find a new program submission for Response Indemnity Insurance Company of California's (Response Indemnity) Clearcover, Inc. private passenger auto (Professionals) filing. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

With this new program submission, Response Indemnity is proposing to introduce its Clearcover, Inc. (Clearcover) Private Passenger Auto (Professionals) program in California. This program will be distributed exclusively through Clearcover, a general agent.

Please refer to the attached independent new forms, rates and rules, and filing memorandum for additional detail.

Your approval or acknowledgement otherwise of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

Meghan Smart

Meghan Smart

Senior Analyst

meghans@westmontlaw.com

Enc.

Cc: D. McFarland

**RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTOMOBILE
CALIFORNIA**

NEW PROGRAM – Clearcover Professionals Program

The proposed rates and rating factors for Response Indemnity Company of California's (Response Indemnity) Clearcover, Inc. (Clearcover) Private Passenger Auto program are based on the rates and rating factors approved in GEICO General Insurance Company's (GEICO) CDI filings 16-5553 (rate), approved 2/1/2017, and 14-5494 (class plan), approved 3/25/2015, with the following deviations.

1. Response Indemnity is proposing to remove the following Optional Factors from GEICO's rating structure. Because Optional Factors are being removed from the rating algorithm, these deviations from GEICO will not affect Clearcover's compliance with the Factor Weight calculations.
 - GEICO's Business Use Surcharge applies to less than 3% of the total book, affects only two coverages (BI and PD), and is a factor of 1.05. Clearcover does not plan to use this rating variable and based on the information above, the expected impact of removing this surcharge is minimal.
 - GEICO's Deviation Factor is 1.00 for each coverage. As a result, this rating factor does not impact the premium calculation process and Clearcover believes it should be removed.
 - GEICO's Good Student Discount applies to less than 4% of the total book. Due to the additional documentation required to support this rating factor, Clearcover does not plan to offer this discount.
 - GEICO's Hybrid Discount is 1.00 for each coverage. As a result, this rating factor does not impact the premium calculation process and Clearcover believes it should be removed.
2. Response Indemnity is proposing to adopt all of GEICO's affinity groups except for GEICO's Sponsored Marketing Group Insurance Plan. GEICO's Sponsored Marketing Group applies to less than 3% of the total book and in GEICO's 2016 rate filing had a loss ratio nearly five points higher than GEICO's overall book of business. As a result, Response Indemnity does not plan to offer this program through Clearcover. Clearcover's Professionals Program will be based off of GEICO's Professional Program.
3. Response Indemnity does not plan to offer a coverage analogous to GEICO's MBI coverage as part of its Clearcover program.
4. Response Indemnity is proposing to revise the following rating factors in GEICO's rating algorithm.
 - GEICO's current Multi-Line Discount ranges from 5% to 10% and applies when an insured has an active motorcycle and/or personal umbrella policy with GEICO. Clearcover is proposing to also apply the Multi-Line Discount to insureds who have a supporting homeowners, renters, condo, farmers/ranch, or personal umbrella policy with Clearcover, or a combination of any of these products and a personal auto policy with Clearcover. Clearcover's proposed discounts range from 2.5% to 10%, which are similar to GEICO's current discounts and are supported based on comparisons to three other California auto insurance companies in the accompanying class plan filing. Although Clearcover plans to implement a Multi-Line Discount for insureds with an accompanying property product, Clearcover currently does not offer any property insurance products in California. As a result, Clearcover anticipates that all of its projected exposures will fall in the "Auto only" category, which corresponds to a relativity of 1.00 for each coverage. Based on this, the proposed Factor Weight for Multi-Policies is expected to be 0.00, which will not affect Clearcover's compliance with the Factor Weight calculations.

- GEICO currently applies an additive surcharge for its Collision Deductible Waiver (CDW). Clearcover is proposing to convert this additive amount to a multiplicative factor as shown in the table below and further supported in the accompanying class plan filing.

Collision Deductible	GEICO	Clearcover		
	Additive CDW Surcharge	Proposed Collision Deductible Factor	Projected Avg Collision Premium (excl. CDW)	Indicated CDW Factor
\$50	\$0.90	1.689	\$951	1.001
100	1.80	1.351	761	1.002
150	2.70	1.189	670	1.004
200	3.60	1.095	616	1.006
250	4.50	1.000	563	1.008
500	9.00	0.743	419	1.022
1,000	18.00	0.581	327	1.055
1,500	27.00	0.487	274	1.098
2,000	36.00	0.446	251	1.143
2,500	45.00	0.405	228	1.197

- A subset of GEICO's current rating relativities for accidents and violations are shown in the table below. It should be noted that the highlighted relativities for Comprehensive coverage seem to have been mistakenly copied from Collision coverage as they result in higher relativities for 1 major violation than for 2 major violations.

# of Incidents / Months since Most Recent	Accidents		Majors/DUIs		Minors	
	Coll	Comp	Coll	Comp	Coll	Comp
0	1.000	1.000	1.000	1.000	1.000	1.000
1 / 0-11 Mths	1.900	1.400	1.900	1.900	1.370	1.370
1 / 12-23 Mths	1.700	1.300	1.700	1.700	1.270	1.270
1 / 24-35 Mths	1.500	1.200	1.500	1.500	1.200	1.200
2 / 0-11 Mths	2.400	1.500	2.400	1.500	1.500	1.500
2 / 12-23 Mths	2.100	1.400	2.100	1.400	1.400	1.400
2 / 24-35 Mths	1.800	1.300	1.800	1.300	1.350	1.350
3+ / 0-11 Mths	3.500	2.000	3.500	2.000	1.750	1.750
3+ / 12-23 Mths	3.200	1.900	3.200	1.900	1.650	1.650
3+ / 24-35 Mths	2.900	1.800	2.900	1.800	1.600	1.600

Clearcover is proposing to revise the Comprehensive rating relativities for 1 Major Violation to correct for this reversal in GEICO's current relativities. Clearcover's proposed rating relativities for accidents and violations are shown in the table below with the revised relativities highlighted.

# of Incidents / Months since Most Recent	Accidents		Majors/DUIs		Minors	
	Coll	Comp	Coll	Comp	Coll	Comp
0	1.000	1.000	1.000	1.000	1.000	1.000
1 / 0-11 Mths	1.900	1.400	1.900	1.400	1.370	1.370
1 / 12-23 Mths	1.700	1.300	1.700	1.300	1.270	1.270
1 / 24-35 Mths	1.500	1.200	1.500	1.200	1.200	1.200
2 / 0-11 Mths	2.400	1.500	2.400	1.500	1.500	1.500
2 / 12-23 Mths	2.100	1.400	2.100	1.400	1.400	1.400
2 / 24-35 Mths	1.800	1.300	1.800	1.300	1.350	1.350
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3+ / 24-35 Mths	2.900	1.800	2.900	1.800	1.600	1.600

5. Response Indemnity is proposing to introduce the following items that are currently not found in GEICO's rating structure
- Within the Type of Use rating factor, Clearcover is proposing relativities to reflect the use of an autonomous vehicle. The relativities vary based on a vehicle's level of autonomy (ranging from 0 to 5) and were selected based on judgment until the relativities can be updated with actual loss experience. Clearcover anticipates that all of its projected exposures will be level 0, 1, or 2 which correspond to relativities near the average relativity for Type of Use for each coverage. As a result, the updated Factor Weight for Type of Use is relatively small compared to other rating factors and Clearcover's Factor Weight calculations continue to be compliant.
 - Clearcover is proposing to introduce a Transportation Network Company (TNC) Endorsement. This optional endorsement corresponds to rating relativities that vary by coverage and are supported based on comparisons to three other California auto insurance companies in the accompanying class plan filing.

The new base rates were offset to account for these deviations. The calculated base rate offsets can be seen in more detail in the subsequent pages of **Exhibit 16**.

Response Indemnity has adjusted GEICO's rate level to account for differences in anticipated loss trends for most coverages. The trends underlying GEICO's currently approved rates were compared to industry loss trends and found to quite different for several coverages. As a result, Response Indemnity re-selected pure premium trends for many of the coverages based on industry loss trend indications and adjusted the GEICO rate level accordingly for its Clearcover program. This can be seen in more detail on the subsequent pages of **Exhibit 16**.

Response Indemnity also adjusted GEICO's rate level to account for differences in expected DCCE and underwriting expenses for its Clearcover program. More detail underlying these adjustments can be found in the subsequent pages of **Exhibit 16**.

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTO INSURANCE
CALIFORNIA

Derivation of Base Rate Offset by Coverage - Clearcover Professionals Program

	Coverage							Roadside Assistance	Alternate Transportation
	BI	PD	Med	UM	UMPD	Coll	Comp		
(1) GEICO Proposed Average Premium	\$217.33	\$211.86	\$44.42	\$61.34	\$10.71	\$438.12	\$79.95	\$17.76	\$45.20
(2) GEICO Loss & DCCE Ratio	89.0%	90.9%	76.3%	94.6%	76.2%	81.6%	70.1%	74.1%	80.3%
(3) GEICO Loss & DCCE per Exposure = (1) x (2)	\$193.37	\$192.66	\$33.87	\$57.99	\$8.16	\$357.43	\$56.02	\$13.17	\$36.30
(4) GEICO Annual Loss Trend	14.3%	9.8%	2.4%	12.3%	5.4%	13.2%	2.0%	8.6%	5.2%
(5) GEICO Loss Trend Factor = [1 + (4)] ^ 2.25	1.351	1.233	1.054	1.297	1.126	1.321	1.045	1.203	1.120
(6) Fast Track Loss Trends:									
Pure Premium (1 Year)	1.57%	7.93%	N/A	N/A	N/A	21.25%	6.11%	N/A	N/A
Pure Premium (2 Years)	7.27%	7.69%	N/A	N/A	N/A	10.49%	5.26%	N/A	N/A
Pure Premium (3 Years)	4.52%	6.72%	N/A	N/A	N/A	6.99%	4.23%	N/A	N/A
Pure Premium (4 Years)	3.64%	6.15%	N/A	N/A	N/A	5.70%	2.33%	N/A	N/A
(7) Clearcover Annual Loss Trend	4.52%	6.72%	2.37%	4.52%	5.41%	10.49%	5.26%	10.49%	10.49%
(8) Clearcover Loss Trend Factor = [1 + (7)] ^ 2.25	1.105	1.158	1.054	1.105	1.126	1.252	1.122	1.252	1.252
(9) Adjustment for Clearcover Loss Trends = (8) / (5)	0.818	0.939	1.000	0.852	1.000	0.948	1.074	1.040	1.117
(10) GEICO DCCE Provision	4.14%	4.14%	4.14%	4.14%	4.14%	0.12%	0.12%	0.12%	0.12%
(11) Projected Clearcover Loss per Exposure = [(3) x (9)] - [(1) x (10)]	\$149.16	\$172.13	\$32.04	\$46.85	\$7.72	\$338.15	\$60.08	\$13.68	\$40.50
(12) Projected Clearcover DCCE Provision (as a Percent of Premium)	2.10%	2.10%	2.10%	2.10%	2.10%	0.08%	0.08%	0.08%	0.08%
(13) Projected Clearcover Ancillary Income (as a Percent of Premium)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
(14) Projected Clearcover Fixed Expense	14.40	14.04	2.94	4.06	0.71	29.03	5.30	1.18	3.00
(15) Projected Clearcover Variable Expense	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
(16) Projected Clearcover Underwriting Profit Provision	9.7%	11.5%	10.5%	10.3%	10.5%	5.8%	7.9%	6.0%	3.3%
(17) Projected Clearcover Investment Income	-2.0%	-2.0%	-2.0%	-2.0%	-2.0%	-0.5%	-0.5%	-0.5%	-0.5%
(18) Projected Clearcover Premium = [(11) + (14)]/[1 - (12) - (13) - (16) - (17)]	\$199.04	\$231.41	\$42.97	\$62.39	\$10.36	\$423.85	\$77.34	\$17.18	\$48.82
(19) Overall Adjustment for Differences in Losses & Expenses = (18) / (1)	0.916	1.092	0.967	1.017	0.967	0.967	0.967	0.967	1.080
(20) Base Rate Offset for Differences in Class Plan									
<u>GEICO variables not used by Clearcover:</u>									
Vehicle Use (Business Surcharge)	1.001	1.001	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Good Student Discount	0.996	0.996	0.997	0.996	0.995	0.997	0.997	N/A	N/A
Deviation	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Hybrid Discount	1.000	1.000	1.000	1.000	1.000	1.000	1.000	N/A	N/A
<u>Clearcover variables not used by GEICO:</u>									
Type of Use (Level of Autonomy)	1.001	1.001	1.001	1.000	1.000	1.001	1.000	N/A	N/A
<u>GEICO variables modified by Clearcover:</u>									
Major Convictions/DUIs	1.000	1.000	1.000	1.000	1.000	1.000	1.000	N/A	N/A
Multi-Line Discount	0.992	0.992	0.988	0.992	0.994	0.991	0.991	N/A	N/A
(21) Overall Base Rate Offset for Class Plan Differences = Product of (20)	0.990	0.990	0.985	0.988	0.989	0.989	0.988	1.000	1.000
(22) Total Base Rate Offset: Clearcover vs. GEICO Professional Program = (19) x (21) - 1	-9.3%	8.2%	-4.7%	0.5%	-4.3%	-4.4%	-4.4%	-3.3%	8.0%

Notes:

- (1), (2), (4) From GEICO General Insurance Company's CDI filing number 16-5553, approved 2/1/2017, Rate Template (No Variance)
- (6) Exponential trends from California Fast Track data as of 3rd quarter 2016
- (7) Selected by Response Indemnity Company of California
- (10) From GEICO General Insurance Company's Insurance Expense Exhibits for 2013 through 2015
- (12) - (17) Provided by Clearcover
- (20) From Exhibit 16, Pages 2 through 5: GEICO does not currently use the Deviation factor and Hybrid Discount, so there is no offset to remove these Rating Factors

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTOMOBILE
CALIFORNIA

Base Rate Offset Calculation
Major Convictions/DUIs

Major Convictions/DUIs	(1)							(2)							(3)							
	GEICO Exposure Distribution (Expected Clearcover Exposure Distribution)							Current GEICO Rating Factors							Proposed Clearcover Rating Factors							
	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD	
None	87.3%	87.3%	87.4%	87.3%	91.1%	91.6%	74.5%	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
One (0-11 months since most recent)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.40	1.90	1.90	1.90
One (12-23 months since most recent)	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.1%	1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.30	1.70	1.70	1.70
One (24-35 months since most recent)	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.1%	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.20	1.50	1.50	1.50
Two (0-11 months since most recent)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	1.50	2.40	2.40	2.40
Two (12-23 months since most recent)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	1.40	2.10	2.10	2.10
Two (24-35 months since most recent)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.80	1.80	1.80	1.80	1.80	1.80	1.80	1.80	1.80	1.80	1.80	1.30	1.80	1.80	1.80
Three or more (0-11 months since most recent)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	2.00	3.50	3.50	3.50
Three or more (12-23 months since most recent)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	1.90	3.20	3.20	3.20
Three or more (24-35 months since most recent)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	1.80	2.90	2.90	2.90
Excess Vehicle	12.5%	12.5%	12.5%	12.5%	8.8%	8.3%	25.2%	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total / Average	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.001	1.001	1.001	1.001	1.001	1.001	1.002	1.001	1.001	1.001	1.001	1.000	1.001	1.001	1.002
(4) Indicated Base Rate Offset															1.000	1.000	1.000	1.000	1.000	1.000	1.000	

Notes:

- (1) From GEICO General Insurance Company CDI filing number 14-5494, approved 3/25/2015, Exhibit 4
- (2) From GEICO General Insurance Company CDI filing number 14-5494, approved 3/25/2015, Exhibit 6
- (4) = (2) Total / (3) Total

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTOMOBILE
CALIFORNIA

Base Rate Offset Calculation
Vehicle Use

Vehicle Use	(1) GEICO Exposure Distribution (Expected Clearcover Exposure Distribution)							(2) Current GEICO Rating Factors							(3) Implied Proposed Clearcover Rating Factors								
	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD		
Business	2.2%	2.2%	N/A	N/A	N/A	N/A	N/A	1.050	1.050	N/A	N/A	N/A	N/A	N/A	1.000	1.000	N/A	N/A	N/A	N/A	N/A	N/A	
Other	97.8%	97.8%	N/A	N/A	N/A	N/A	N/A	1.000	1.000	N/A	N/A	N/A	N/A	N/A	1.000	1.000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total / Average	100.0%	100.0%	N/A	N/A	N/A	N/A	N/A	1.001	1.001	N/A	N/A	N/A	N/A	N/A	1.000	1.000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(4) Indicated Base Rate Offset															1.001	1.001	N/A	N/A	N/A	N/A	N/A		

Notes:

- (1) From GEICO General Insurance Company CDI filing number 14-5494, approved 3/25/2015, Exhibit 7
- (2) From GEICO General Insurance Company CDI filing number 14-5494, approved 3/25/2015, Exhibit 6
- (4) = (2) Total / (3) Total

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTOMOBILE
CALIFORNIA

Base Rate Offset Calculation
Type of Use

Type of Use (Level of Autonomy)	(1) Expected Clearcover Exposure Distribution							(2) Implied Current GEICO Rating Factors							(3) Proposed Clearcover Rating Factors							
	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD	
Level 0	98.0%	98.0%	98.0%	98.0%	98.0%	98.0%	98.0%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Level 1	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.980	0.980
Level 2	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.950	0.950
Level 3	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.850	0.850
Level 4	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.750	0.750
Level 5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.700	0.700
Total / Average	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.999	0.999
								(4) Indicated Base Rate Offset							1.001 1.001 1.001 1.000 1.000 1.001 1.000							

Notes:

(4) = (2) Total / (3) Total

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTOMOBILE
CALIFORNIA

Base Rate Offset Calculation
Good Student Discount

Good Student Discount	(1) GEICO Exposure Distribution (Expected Clearcover Exposure Distribution)							(2) Current GEICO Rating Factors							(3) Implied Proposed Clearcover Rating Factors							
	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD	
No	83.9%	83.9%	84.0%	83.8%	88.1%	88.6%	69.5%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Yes	3.6%	3.6%	3.5%	3.6%	3.1%	3.0%	5.2%	0.900	0.900	0.900	0.900	0.900	0.900	0.900	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Excess Vehicle	12.5%	12.5%	12.5%	12.5%	8.8%	8.3%	25.2%	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Total / Average	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.996	0.996	0.997	0.996	0.997	0.997	0.995	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
								(4) Indicated Base Rate Offset							0.996	0.996	0.997	0.996	0.997	0.997	0.995	

Notes:

- (1) From GEICO General Insurance Company CDI filing number 14-5494, approved 3/25/2015, Exhibit 7
- (2) From GEICO General Insurance Company CDI filing number 14-5494, approved 3/25/2015, Exhibit 6
- (4) = (2) Total / (3) Total

RESPONSE INDEMNITY COMPANY OF CALIFORNIA
PRIVATE PASSENGER AUTOMOBILE
CALIFORNIA

Base Rate Offset Calculation
Multi-Line Discount

(1)

(2)

Multi-Line Discount	GEICO Exposure Distribution							Current GEICO Rating Factors						
	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD
Auto Only	89.5%	89.6%	85.3%	89.4%	88.7%	88.6%	91.0%	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Auto & Motorcycle	5.1%	5.1%	4.5%	5.1%	4.8%	4.8%	6.3%	0.950	0.950	0.950	0.950	0.950	0.950	0.950
Auto & Umbrella	5.1%	5.1%	9.7%	5.3%	6.2%	6.3%	2.6%	0.900	0.900	0.900	0.900	0.900	0.900	0.900
Auto, Umbrella, & Motorcycle	0.3%	0.3%	0.4%	0.3%	0.3%	0.3%	0.2%	0.900	0.900	0.900	0.900	0.900	0.900	0.900
Total / Average	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.992	0.992	0.988	0.992	0.991	0.991	0.994

(3)

(4)

Multi-Line Discount	Expected Clearcover Exposure Distribution							Proposed Clearcover Rating Factors						
	BI	PD	Med	UM	Comp	Coll	UMPD	BI	PD	Med	UM	Comp	Coll	UMPD
Auto Only	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Auto & Renters	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.950	0.950	0.950	0.950	0.950	0.950	0.950
Auto & Homeowners	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.925	0.925	0.925	0.925	0.925	0.925	0.925
Auto & Condo	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.925	0.925	0.925	0.925	0.925	0.925	0.925
Auto & Farmers/Ranch	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.925	0.925	0.925	0.925	0.925	0.925	0.925
Auto, Renters, & Umbrella	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.915	0.915	0.915	0.915	0.915	0.915	0.915
Auto, Homeowners, & Umbrella	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.900	0.900	0.900	0.900	0.900	0.900	0.900
Auto, Condo, & Umbrella	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.900	0.900	0.900	0.900	0.900	0.900	0.900
Auto, Farmers/Ranch, & Umbrella	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.900	0.900	0.900	0.900	0.900	0.900	0.900
Auto & Motorcycle	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.975	0.975	0.975	0.975	0.975	0.975	0.975
Auto & Umbrella	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.925	0.925	0.925	0.925	0.925	0.925	0.925
Total / Average	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.000	1.000	1.000	1.000	1.000	1.000	1.000

(5) Indicated Base Rate Offset	0.992	0.992	0.988	0.992	0.991	0.991	0.994
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Notes:

- (1) From GEICO General Insurance Company CDI filing number 14-5494, approved 3/25/2015, Exhibit 7
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- (5) = (2) Total / (4) Total

State: California **Filing Company:** Response Indemnity Company of California
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Clearcover, Inc. Private Passenger Auto (Professionals Program)
Project Name/Number: Clearcover, Inc. Private Passenger Auto (Professionals Program)/RES-2017-001

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/17/2017		Supporting Document	New Prior Approval Rate Application	10/25/2017	Clearcover PriorAppRateApplication - Professionals.pdf (Superseded) Clearcover PriorAppRateApplication - Professionals.xlsm (Superseded) Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).xlsm Clearcover Prior-Approval-Rate-Template - Professionals (5-8-17 version).pdf
09/22/2017		Supporting Document	New Prior Approval Rate Application	10/17/2017	Clearcover PriorAppRateApplication - Professionals.pdf Clearcover PriorAppRateApplication - Professionals.xlsm Clearcover Prior-Approval-Rate-Template - Professionals.pdf (Superseded) Clearcover Prior-Approval-Rate-Template - Professionals.xlsm (Superseded)
09/22/2017		Supporting Document	Filing Memorandum	10/25/2017	Clearcover CA Auto Rate Filing - Filing Memorandum.pdf Professional Program_Filing.pdf (Superseded)