GAINSCO

Auto Insurance®

MGA Insurance Company, Inc.

INDIANA

Private Passenger Automobile Underwriting Guidelines

Effective:
April 19, 2026 New Business
May 24, 2026 Renewal Business

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Company Contact Information

Customer Service

Phone	**866-GAINSCO (424-6726)**
Fax	**800-532-3522**

Claims/First Notice of Loss

Website	**GAINSCO.com**
Phone	**800-699-1561**
Fax	**800-699-1560**

Marketing/Agent Support

Phone	**866-424-6726**

Agent Portal Website **GAINSCOconnect.com**

Help Desk/Technical Support **866-GAINSCO**

Mailing Address

MGA Insurance Company, Inc.
PO Box 869153
Plano, TX 75086

Agent Information

This manual is designed to provide our Agents with the necessary qualification and rating requirements for GAINSCO Auto Insurance® applicants. All submissions may be reviewed and underwritten based on their individual merits. This manual addresses minimum requirements and has been designed to provide information for the majority of eligibility and classification decisions encountered. For situations not addressed within these pages, or IF IN DOUBT, PLEASE CALL CUSTOMER SERVICE BEFORE BINDING.

BINDING AUTHORITY – NEW BUSINESS

Agents have immediate binding authority in accordance with all the rules and procedures set forth in this manual. Agent must be a duly authorized Agent of MGA Insurance Company, Inc. ("Company").

The following conditions must be met:

- All of the information entered into GAINSCOconnect.com must be submitted to the Company using the GAINSCOconnect.com website. Any ACORD Applications or other paper applications submitted by any other means will not be accepted.
- The application is completed in its entirety and all required documentation is obtained from the applicant, including but not limited to: a signed and completed application with exclusions and rejections as appropriate and documentation for any discounts.
- The risk is not defined as being unacceptable in this manual.
- The appropriate down payment or full premium and any applicable fees are collected from the applicant and submitted to the Company.

Coverage is not bound and is considered null and void if the applicant's down payment is returned by the bank or financial institution. Please notify the Company immediately upon receipt of notice of returned payment from the applicant's bank or financial institution.

If an application is submitted with an incorrect driver class, surcharge, discount, etc. or without the required proof for a specific discount, the policy will be adjusted to reflect the appropriate rate level according to the rules set forth in this Personal Auto Program Rule Manual. Such adjustment will be applied as of the effective date of the policy.

BINDING AUTHORITY – ENDORSEMENTS

Endorsements shall be processed online at GAINSCOconnect.com. Endorsements processed online will detail any additional premium and any amount to collect, and will generate an endorsement confirmation page that may be e-signed by the named insured. Otherwise, an endorsement form signed by the named insured must be maintained in the agency's file. If an endorsement results in a return premium, the insured will be credited and remaining payments will be lowered.

Agents must process endorsements the same day the Agent is notified by the named insured. AGENTS MAY NOT BACK DATE COVERAGE. However, Agents do have 72 hours binding authority (3 calendar days) from the time that the insured notifies the Agents. In these cases, the Agent is to send the endorsement to the Company for processing as soon as possible. If more than 72 hours has elapsed, the endorsement becomes effective the date and time of the phone call or fax, or day after postmark when the Agent notified the Company.

SEVERE WEATHER PROCEDURES

All submissions for new business and endorsements on existing policies that have an effect of increasing the company's exposure are suspended from the time the Company places this restriction on GAINSCOconnect.com.

Binding restrictions will not be lifted until notification is received from the Company.

AGENT DUTIES

The Agent must ensure compliance with all the Company's underwriting guidelines, procedures and requirements. The Agent is responsible for ensuring that the entire application package, including exclusions and rejections as appropriate, is reviewed with the Applicant and approved by the Applicant. The Agent is also required to verify the Applicant is the named insured prior to submitting any documents.

All applications must be submitted online using the GAINSCOconnect.com website. If you are unable to rate or bind an application through GAINSCOconnect.com please contact Customer Service or the Help Desk for assistance.

If the premium quoted to any applicant changes as a result of a consumer report, we will generate a letter pursuant to the provisions of the Fair Credit Reporting Act (FCRA). A copy of the FCRA letter(s) must be printed and provided to the applicant.

Agents must obtain the named insured signatures on our Indiana Automobile Application, Selection/Rejection of Uninsured Motorist Insurance Form, policy forms or statements, and any other documents. Where available, electronic signature is recommended using the GAINSCOconnect.com e-signature process. Other electronic signature services are permissible (e.g. services offered by DocuSign, EchoSign or other electronic signature service providers). The Agent is responsible for providing the Applicant the opportunity to consent to electronic signature. The Agent is responsible for complying with all applicable state and federal e-signature laws. **Only the named insured can complete their e-Signature; the Agent or Agent's representative cannot complete the process for the named insured**.

Agents must follow all documentation requirements provided by the Company or as required by Indiana laws and/or regulations. As such, Agents must keep all documentation that generates at point-of-sale as well as documents that are not Company generated for a minimum of seven (7) years after policy expiration or cancellation, or for the amount of time prescribed by all applicable laws and regulations, whichever is greater. The Agent must make each of the following, where applicable, available for Company review as requested:

- Completed and signed Automobile Application, if e-signature is not used on GAINSCOconnect.com
- Vehicle Inspection Form and/or photos
- Proof of Prior Insurance
- Copy of the foreign ID for any listed driver rated with license status of Foreign.
- Proof of Homeownership
- Copy of Student Transcript (for Good Student discount)
- Any document proving accidents were not-at-fault
- Certificate of accident prevention course (for Senior Defensive Driver discount)
- Any other documentation not generated by the Company but required by Indiana laws or regulations.

Agents may scan documentation and retain electronic copies to satisfy the documentation requirements. Agents must notify the Company before destroying documentation, and allow the Company the opportunity to obtain copies before destruction. The Company reserves the right at any time to inspect all applicant files and/or require Agent to submit copies of documentation to us for audit/review purposes.

In the event of a claim being filed regarding an application submitted by an Agency, the Agent is required to comply with all requests for documentation. Agents must also comply with requests for recorded statements or other assistance required for evaluating and processing the claim.

Failure to fulfill any or all of the Agent Duties may result in changes to the Agent's status with the Company, including suspension or termination.

VEHICLE INSPECTIONS

Vehicle inspections are required when an endorsement is made to the policy to add a vehicle with Comprehensive and Collision coverages, or to add these coverages to an existing vehicle.

Such vehicles are required to be inspected as follows:

- Verify that the VIN on the dashboard matches the VIN of the registration and application.
- Walk around the vehicle to check for existing damage. For all areas with existing damage, the damage must be clearly described on the inspection form and photos must be taken and retained.
- Odometer reading must be completed.

In lieu of a completed vehicle inspection form, the following photographs may be taken and retained:

- Four corner photos: A photograph should be taken of each corner of the vehicle which in total will show the entire exterior of the vehicle.
- VIN: One clear photograph of the VIN plate located on the dash or door.
- Mileage: One clear, legible photograph of the vehicle odometer showing current mileage.
- Damaged Areas: Clear photographs of any existing damage on the vehicle must be obtained.

Exception: Vehicle inspections or photos are not required for newly purchased new vehicles if a copy of a licensed dealer's bill of sale, invoice or window sticker is retained with the application.

If a covered loss occurs to a vehicle with existing damage and it is determined that the producer did not inspect the vehicle and prior damages are paid for by the Company, the Company reserves the right to make a claim for these previous damages from the Agent.

COMMISSION

Refer to the Agency Agreement for the exact commission schedule. The Company reserves the right to alter commission schedules with due notice to agency.

Product Information

COVERAGES & LIMITS

Bodily Injury Liability	$25,000/person $50,000/person	$50,000/accident $100,000/accident
Property Damage Liability	$25,000/accident	$50,000/accident
Uninsured Motorist Bodily Injury	$25,000/person $50,000/person	$50,000/accident $100,000/accident
Underinsured Motorist Bodily Injury	$50,000/person $50,000/person	$50,000/accident $100,000/accident
Uninsured Motorist Property Damage	$25,000/accident Deductible options:	$50,000/accident $0 or $300
Medical Payments	$500, $1,000, $2,000 or $5,000/person	
Comprehensive & Collision	Deductible options: $250, $500, $750, $1000 or $2000	
Towing & Labor	$50, $75, or $100/disablement	
Rental Reimbursement	$20/day $600 maximum total benefit *or* $30/day $900 maximum total benefit *or* $40/day $1,200 maximum total benefit *or* $50/day $1,500 maximum total benefit *or* $60/day $1,800 maximum total benefit.	
Custom or Additional Equipment	Up to $5,000	

COVERAGE RULES

Uninsured and Underinsured Motorist Coverages:

- Uninsured Motorist Bodily Injury and Underinsured Motorist Bodily Injury must be selected together, or both may be rejected. One may not be selected without the other.
- Uninsured Motorist Property Damage may be selected along with Uninsured Motorist Bodily Injury and Underinsured Motorist Bodily Injury coverages, or may be rejected.
- The Uninsured and Underinsured Motorists Coverage Selection/Rejection form must be completed in its entirety and signed by the named insured.

Comprehensive & Collision Coverages:

- Cannot be selected on any vehicle over 30 years old.
- Must be written together, or both may be rejected.
- Deductible amounts are not required to be the same.

Towing & Labor and Rental Reimbursement Coverages:

- May be selected for a vehicle regardless of whether Comprehensive and Collision apply.

Custom or Additional Equipment Coverage:

- Coverage on vehicles will only be covered if the custom or additional equipment is listed on the application and additional premium is paid on the cost new of the equipment.
- Coverage will only be available on vehicles where comprehensive and collision coverage is written.
- Includes coverage for: custom paint, custom wheels, phone equipment, stereo/sound equipment, video equipment, and navigation/GPS. Photos and receipts are required for Custom or Additional Equipment coverage and should be maintained with the application.

UNACCEPTABLE RISKS

The Company reserves the right to make final underwriting decisions on all applications. The following is a general listing of requirements for risks that are acceptable in this program; however, a combination of factors may cause some applications to be unacceptable even if not specifically mentioned in the following information. An Unacceptable Risk surcharge may apply to the policy if after inception an endorsement is processed that makes the risk unacceptable, and the policy may be cancelled or non-renewed in accordance with state law.

VEHICLES

All vehicles must be registered/titled to the named insured and/or his/her spouse, if living in the same household. Otherwise, the holder of the registration/title must be listed as a rated or excluded driver on the policy.

All vehicles must be garaged at the address(es) listed on the application and within the state of Indiana.

UNACCEPTABLE VEHICLES

Make	ASTON MARTIN	AVANTI	BENTLEY	BERTONE	BLUE BIRD	BRICKLIN
	BRIGHTDROP	BUGATTI	CODA	CRUISE	DAEWOO	DAIHATSU
	DALOREAN	DINAN	FARADAY FUTURE	FERRARI	GEM	JENSEN
	KARMA	LADA	LAFORZE	LAMBORGHINI	LOTUS	MACLAREN
	MASERATI	MAYBACH	MORGAN	PANTERA	PINANFARINA	PORSCHE
	RENAUTL	ROLLS-ROYCE	RUE	SHELBY	SMART	STERLINE
	THINK	TRIUMPH	TVR	VPG	WHEEGO	YUGO
Commercial Type	LIMO, MILITARY, FUNERAL, INCOMPLETE, CARGO VAN					
Gross Weight	Above 10,000 LB					
Horsepower	Above 450 HP for vehicles with physical damage, otherwise above 500 HP					
Model Age	Above 30 years, if physical damage is requested					

- More than six vehicles insured under one policy
- More than two excess vehicles over the number of rated drivers on the policy
- Conversion vans/pickups for physical damage. Conversion vehicles may be issued for liability only, unless the vehicles have plumbing, cooking or refrigerator packages.
- Dune buggies, Baja bugs and/or any other type of ATV or off-road vehicle or any vehicle not licensed for road use
- Motorcycles
- Hearses and limousines

- Gray market, rare, antique, classic, vintage, custom, kit, low production, limited edition, race replica, or show vehicles
- For Physical Damage, any electric vehicle
- Motor Homes, RVs, Campers, Travel Trailers, or any vehicles with plumbing, cooking, or refrigerator packages
- Vehicles built/designed for, or used in, speed contests
- Flatbed vehicles
- Vehicles designed to carry more than eight people, including the driver
- Open air vehicles, including those with detachable roofs (except convertibles) not otherwise listed.
- Saleen Models
- For Physical Damage, any vehicle with a depreciated base price greater than $70,000
- Any vehicle which has been substantially modified in appearance or performance, or mechanically altered; i.e. high suspension or lift kits
- Any pickup, van or utility vehicle that does not have bumpers
- Vehicles not garaged at the address for which the vehicles are rated, unless the vehicle is away at school in the state of Indiana
- Vehicles garaged in Indiana less than 10 months per year
- Vehicles used for business or artisan use
    - Vehicles used for messenger service, livery service, delivery service, wholesale or retail delivery, hauling merchandise for others, newspaper or retail food delivery, including but not limited to pizza delivery.
        - Livery service includes any form of transporting people for compensation, including but not limited to carpool service for a fee. This does not apply to “share the expense” carpools.
    - Vehicles used in connection with a transportation network company, such as Uber or Lyft
    - Vehicles used in connection with a delivery network company, such as UberEATS, UberRUSH, or Postmates
- Vehicles used to carry tools or supplies to or from a work site as a job or service.
- Vehicles titled to a legal entity, DBA, or LLC
- Vehicles used as a residence or premises.
- Vehicles operated by a driver who would be considered an Unacceptable Driver
- Vehicles which, at the time of application, were involved in an accident on the same day the policy is to become effective. A future effective date must be used.

DRIVERS

The following drivers must be listed on the application. If there are changes during the policy term, an endorsement must be processed reflecting these changes within 14 days of the change.

- List all persons 15 years or older residing with the applicant(s), whether or not they are licensed and/or drive/operate the listed vehicle(s).
- List all regular or occasional operators, and all registered owners/co-owners, of the listed vehicle(s).
- List all children or dependents age 15-20 of the applicant or applicant’s spouse, regardless of whether they reside with the applicant(s).
    - Children or dependents in the Armed Services are not required to be listed if a document showing their assignment away from home is submitted.
- Each person must be listed as a rated or excluded driver.
- The most recent license information must be entered for each licensed driver.
    - A learner’s permit is treated as a license, and such drivers must be listed.
- If the applicant(s) is legally Married or legally Separated, such legal status must be listed as their Marital Status, and their spouse must be listed.

FAILURE TO LIST ALL SUCH PERSONS AS DESCRIBED ABOVE MAY CONSTITUTE A MATERIAL MISREPRESENTATION, WHICH MAY RESULT IN ALL INSURANCE COVERAGES BEING VOID.

Should drivers be discovered that have not been disclosed on the policy, we may add them as drivers on the policy and adjust the rate accordingly, including any surcharges or discounts for which they qualify.

EXCLUDED DRIVERS

Any drivers who are excluded on the Named Driver Exclusion Endorsement must be acknowledged by the signature of the named insured. Drivers may be added as rated or excluded drivers on the policy if they become residents of the named insured's household during the policy term. A driver may not be excluded if they drive/operate the listed vehicle(s).

UNACCEPTABLE DRIVERS

The following drivers are considered unacceptable:

- More than 8 rated drivers per policy
- Any student residing and/or attending school in a state other than Indiana
- Any operator who is not a resident of the state of Indiana, and/or does not live in Indiana for 10 months per year
    - This rule does not apply to operators other than the Named Insured who are in the military and stationed out-of-state
- Any operator under the age of 14
- Any named insured under the age of 18
- Risks with a mailing address outside of Indiana
- All entertainers, athletes, and celebrities, or any professional individual who is nationally or locally well known to a large segment of the population relative to where the individual resides. This does not apply to public officials.
- Operators with more than two at fault accidents in the 36 months immediately preceding the original effective date of the policy with the Company.
- Operators with more than one alcohol or drug related charge in the 36 months immediately preceding the original effective date of the policy with the Company.
- Operators with more than one major violation in the 36 months immediately preceding the original effective date of the policy with the Company.
- Operators with more than two intermediate violations in the 36 months immediately preceding the original effective date of the policy with the Company.
- Total number of at fault accidents for all operators listed on a policy cannot exceed two in the 36 months immediately preceding the original effective date of the policy with the Company.
- Total number of major violations for all operators listed on a policy cannot exceed two in the 36 months immediately preceding the original effective date of the policy with the Company.
- Total number of intermediate violations for all operators listed on the policy cannot exceed three in the 36 months immediately preceding the original effective date of the policy with the Company.

LICENSE STATE MATRIX

License State/Status	Classification (Corresponds to options on Rater)
Driver with a US License	Applicable State with applicable license status
Foreign Driver without a US license	Foreign
US Domestic Driver without a US license	Not Licensed

DISCOUNTS

DISCOUNTS REQUIRING DOCUMENTATION

If a discount applies, proof of eligibility must be uploaded to the policy when the policy is bound. If the proof of eligibility for a discount is received after the policy is issued, the discount may be applied on a pro-rata basis.

- **Prior Coverage** – A Prior Coverage Discount may apply to the policy when the named insured provides proof of at least 120 days of insurance coverage during the last 180 days immediately prior to their policy effective date.
    - Proof of the prior insurance coverage is required with the application and the binding of coverage unless automatically verified at point of sale.
    - Acceptable proof of prior insurance includes a letter of experience on prior carrier letterhead, Company issued Declaration page, applicable renewal offer or ID card.
    - The Prior Coverage discount may be applied for applicants who did not require automobile insurance during military deployment and would have qualified for this discount prior to deployment. Agent must submit proof of the applicant's policy prior to deployment along with proof of their deployment during the time of lapse.

- **Agency Internal Transfer** – This classification of Prior Coverage Discount may apply to the policy when the named insured provides proof of 180 days of insurance coverage immediately prior to their policy effective date, and the prior coverage was written by the same agency submitting the application to the Company.
    - Proof of the prior insurance coverage and proof that the prior coverage was written by the agency are required with the application and the binding of coverage. The prior policy must have expired on the GAINSCO Auto Insurance® policy effective date with no lapse; midterm cancellations are not acceptable for this discount.
    - Acceptable proof includes those forms of proof available for the prior coverage discount when the agency's name is shown on the document, and will need to be supplemented with additional documentation when the agency's name is not shown. Prior GAINSCO Auto Insurance® policies do not qualify for the Agency Internal Transfer Discount.

- **Compliant Without Insurance** - This classification of Prior Coverage may apply to the policy when the named insured does not qualify for the Prior Coverage Discount, and has not operated a motor vehicle in violation of any financial responsibility or compulsory insurance requirement within the prior 12 months. The named insured must have three years verified driving history to qualify for this discount.
    - Acceptable proof includes documentation showing that, for the 12 months prior to the effective date, military orders including dates and locations, the named insured was living outside the United States, or any other documentation that proves the named insured was not in violation of coverage requirements.

- **Military Discount** – A discount may apply to drivers for whom a valid Military Identification Number is entered. If this is also a Social Security Number, only the last four digits are to be entered. The discount levels that may be selected are:
    - Active In-State – for Active Duty drivers stationed in Indiana
    - Active Out-of-State – for Active Duty drivers stationed outside of Indiana
        - The Named Insured must reside in Indiana, and therefore this discount will not apply to the Named Insured
    - Prior Service – for drivers who previously served in the military

- **Homeowner Discount** – A discount may apply to the policy when the named insured submits acceptable proof of homeownership for a home, townhome, condominium, or mobile home for the agent to retain on file. The individual identified as the named insured on the auto application must

also appear as the owner on the homeowner's proof. Acceptable forms of proof include a homeowner's insurance policy declaration page, mortgage statement, property tax records or property deed. Proof may also be a Native American reservation tribal agreement for the named insured, for a period of 10 years or more.

- **Good Student Discount** – A discount may apply to the policy for drivers who are single, age of 24 or younger, with a "B" grade average or higher and a 3.0 average or higher on a 4 point scale. Drivers must provide a copy of the transcript.

- **Senior Defensive Driver Discount** – A discount may apply to the policy for drivers ages 55 or older who have completed an appropriate Motor Vehicle Accident Prevention course approved by the Indiana Bureau of Motor Vehicles. Drivers must provide course certificate dated within the most recent three-year period.

ADDITIONAL DISCOUNTS

- Auto-Pay Discount – A discount may apply when an Auto-Pay Payment Plan is selected.
- Paid in Full Discount – A discount may apply to all policies where the insured pays the premium in full at the inception of the policy period. Premium Financed policies are not considered Paid in Full.
- Renewal Discount – A discount may apply, based on the length of time the policy has renewed with GAINSCO Auto Insurance®.
- Advance Purchase Discount – A discount may apply to policies based on the type of prior insurance coverage and the number of days in the future the effective date is from the date the policy is bound.
- Safe Driver Discount – A discount may apply based on: 1) the number of years for which we have a verified driving record for a driver without a chargeable violation or at fault accident (e.g. 1, 2, 3, or none); and 2) the driver's license state/status. If a driver has experienced a chargeable violation or at fault accident within the last year, he/she is classified with a Safe Driver class of 0. Otherwise, a discount is applied based on the number of years the driver has gone without a chargeable violation or at fault accident (e.g. 1, 2, or 3). This discount only applies to drivers for whom the insurer has obtained a driving record of three or more years

SURCHARGES

Driver points are based on all occurrences and/or violations with a conviction date in the thirty-six months immediately preceding the policy effective date. Any accidents listed on a motor vehicle report, application, or other underwriting report will be considered at fault unless a police report or written explanation is provided establishing facts demonstrating lack of fault which are not rebutted by information in the insurer's file from which the insurer in good faith determines that the insured was substantially at fault.

If multiple incidents occurred on the same day, the highest incident will be charged. If one or more serious violations occurred on the same day as an at-fault accident, such violations may be charged in addition to the at-fault accident.

ADDITIONAL SURCHARGES

- Any driver added to the policy that is defined as being unacceptable in the underwriting rules/guidelines may be surcharged in addition to any other surcharges that may apply.
- If the garaging address or primary area of operation of any listed vehicle on the policy is moved outside of Indiana or if the insured moves their residence outside of Indiana a surcharge may apply.
- Any vehicle or coverage added that is defined as being unacceptable in the underwriting rules/guidelines may be surcharged in addition to any other surcharges that may apply.

- An unacceptable surcharge may apply to the policy if an endorsement is processed that makes the risk unacceptable.
- A surcharge may apply to policies that do not have proof of prior insurance.
- A surcharge may apply to vehicles with a title indicating a Severe Problem.
- A surcharge may apply to drivers with a certificate insurance (SR-22) filing.
- A surcharge may apply to Premium Financed policies.

Note: Within the first 60 days following the effective date of coverage, the addition of any driver, vehicle, or coverage, or a change that otherwise results in a risk that is unacceptable under our underwriting guidelines, may result in cancellation of the policy in lieu of the application of an additional Unacceptable Surcharge.

NON-OWNER

Non-owner policies are available to provide liability coverage for the named insured only or the named insured and spouse. Coverage is offered only while the named insured, or spouse if not excluded, is using a vehicle with permission, that is not available for their regular or frequent use, and is not owned by the named insured or spouse or a relative or resident of the named insured's household. A non-owner rating discount factor may apply.

CERTIFIED FINANCIAL RESPONSIBILITY FILINGS (SR-22)

For a risk on which a certificate of insurance (SR-22) is filed to comply with the requirements of an automobile financial responsibility law, a flat charge shall be made for each filing. The charge is fully earned and shall not be subject to modifications under the provisions of any other rule in this manual. An SR-22 will be filed only for the state of Indiana. A SR-22 surcharge may also be applied.

CANCELLATIONS

The Company may void the policy if the down payment is returned by the bank or financial institution. Agents must notify the Company immediately upon receiving notice of an insufficient payment for an amount due to the Company.

A request to cancel the policy must be made by the named insured, affirmed by the named insured's signature or recorded statement. The requested effective date of the cancellation cannot be earlier than the earliest of:

- the date the cancellation request was provided by the named insured to the Agent or Company
- the effective date of duplicate insurance coverage for the listed vehicle(s)
- the date shown on proof the vehicle is no longer owned by the insured person(s)
- the date the listed vehicle(s) license plate(s) were returned to the Indiana Bureau of Motor Vehicles

Upon cancellation, earned premium will be calculated on a pro rata basis. Any premium collected but unearned will be refunded.

RENEWALS

A renewal policy will be issued after the expiration of the current policy period if all premiums owed on the current policy have been paid and the first payment of the renewal policy has been received prior to the expiration of the current policy term.

If the appropriate renewal payment is not paid or mailed (U.S. Postal Postmark) by the expiration date of the policy term, coverage will expire on the final day (expiration date) of the current policy term. There is no grace period.

REINSTATEMENTS

Reinstatements for nonpayment cancellations are permitted. Reinstatements can be processed for up to 30 days from the cancellation date either online or by contacting the Company's Customer Service Department.

Policies may be reinstated without a lapse in coverage. An inspection form may also be requested at the underwriter's discretion.

REWRITES

Rewrites can be processed online. A policy that cancels for non-payment may be eligible for the rewrite option after 30 days.

PREMIUM INSTALLMENT PLANS

The Company offers optional premium payment installment plans. The installment plans that are available to a policy will be displayed during the quoting process. The down payment must be collected from the insured at the time the policy is bound.

If a payment plan is selected, an Installment Fee may apply to each installment billed. If any installment payment is late, a Late Fee may apply. Unsuccessful payments or payments returned by the bank or financial institution may incur an NSF Fee.

Premium Determination

If an application is submitted with an improper driver class, discount, surcharge, etc. the policy will be issued at the appropriate rate level according to the rules as set forth in this manual.

DRIVER CLASSIFICATION

Age refers to the driver's age at policy effective date. A marital status of "single" in the rating pages refers to an unmarried, widowed, divorced or legally separated driver. A marital status of "married" means a legally married person. If a driver is "married" and their spouse is not a ratable driver on the policy, classification "X" will apply.

DRIVER AVERAGING

The highest-rated (based on Property Damage) drivers are selected, up to the number of vehicles. If there are fewer drivers than vehicles, all drivers are selected. For non-owner policies, just the highest-rated (based on Property Damage) driver is selected.

PHYSICAL DAMAGE

For vehicles with physical damage (also known as FC or Full Coverage Profile, an Initial Model Age (MAGE) adjustment factor may apply to the liability coverages. The Initial Model Age of the vehicle represents the Model Age at the time the vehicle is added, and will remain until the vehicle is removed or the policy expires.

REPORTS USED FOR UNDERWRITING

During the quote and bind process on the Company website GAINSCOconnect.com, reports are ordered as a part of our underwriting process. Data returned from these reports identifies information specific to the vehicle(s) and driver(s), such as length of ownership, incidents, license status, etc., which is used for underwriting and rating.

The Length of Ownership at the time the vehicle is added will apply to that vehicle until it is removed or the policy expires. If the application indicates the vehicle has been owned less than three months, this will override the Length of Ownership report results.

INSURANCE SCORING

An Insurance Score based upon credit history information may be ordered for the named insured as part of the quote process. This score will be used to determine the Insurance Score Tier.

Please read the disclosure on the website to the customer and verify their permission to obtain the score. Select "Agree" only if the applicant gives permission to obtain the score.

Include the full name, address, date of birth, and last 4 digits of the applicant's Social Security Number in order to obtain the Insurance Score. An applicant has the right to not provide the last 4 digits of their Social Security Number, but this may result in a No Hit result.

If a score is ordered and results in an applicant not receiving the maximum rate benefit, or a No Hit or "thin file" result is returned, provide the applicant with the FCRA notification that is generated by the website. If a customer suspects inaccuracies in their credit information, they may request a copy of their report by contacting the vendor as instructed in the notice provided.

The Company will re-order the score at least once every three years. At the request of the named insured, we will re-order the score up to once annually. When there is a new score, the new score will be used to determine the Insurance Score Tier beginning with the upcoming renewal policy period.

REPORT DATA CORRECTIONS

The insured may provide information to the agent correcting or supplementing any data received via an Underwriting Report, Insurance Score report, or any other report utilized in calculating premium. The forms the agent may use to assist the insured in submitting this information to us will be available on our website. All requests to update information will be reviewed, and any appropriate policy data corrections will be applied and the premium will be recalculated.

VEHICLE CHARACTERISTICS

Rating factors apply to each vehicle based on the vehicle's characteristics. New vehicle characteristics that are substantially similar to previous characteristics shall be classified according to that similarity. If any vehicle characteristics are unable to be identified, such characteristic will use a 'Default' rating factor.

Fees

Policy Fee: $10 for each 6-month policy term, $20 for each 12-month policy term
Installment Fee: $10/installment for Bill by Mail, $5/installment for Auto Pay
SR-22 Fee: $15 for each filing
Late Fee: $10 each occurrence
NSF Fee: $20 each occurrence

All fees are fully earned and non-refundable.

Claims

All claims should be reported to MGA Insurance Company, Inc. as promptly as possible either by telephone or by having the customer report the loss online at GAINSCO.com. The phone number to report a loss is: 800-699-1561.

Material Misrepresentation

It is important that agents ask all questions directly to the applicant and clearly explain the consequences of providing false information. Complete and accurate information on the application is required in order to bind coverage. **MATERIAL MISREPRESENTATION MAY RESULT IN THE POLICY BEING DECLARED NULL AND VOID FROM THE INCEPTION AND WILL IMPACT THE INSURED'S RIGHTS TO POLICY BENEFITS.** It is important that agents explain that a claim may not be paid if false or misleading information is provided to us.

Misrepresentation includes, but is not limited to the following:

- Failure to disclose all drivers as described in this manual.
- Use of an incorrect garaging address.
- Failure to report all prior accidents or violations on the application.
- Failure to accurately report vehicle usage or vehicles available for use.