



# Texas

Personal Auto Programs

Low Cost & Value Added

## Agent Rule Guide

Effective September 1, 2025

Underwritten by

Infinity County Mutual Insurance Company

Through

Leader Managing General Agency

Member of Kemper Corporation

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## PHONE DIRECTORY

### Policy Services

**800-782-1020**

*Monday-Friday 8:00 AM to 8:00 PM CT, Saturday 9:00 AM to 5:00 PM CT*

#### **Automated Billing Information or Customer Service**

- Automated Billing Information Is Available 24 Hours A Day, 7 Days A Week.
- Policy Endorsements Can Be Made Online or Over the Telephone!
- Dedicated Line for Spanish Speaking Callers!

### First Notice of Loss (FNOL)

**866-536-7376**

*A Kemper Auto representative is available 24 hours a day, 7 days a week.*

### Claims

**866-536-7376**

*Monday-Friday 8:00 AM to 5:00 PM CT*

### Underwriting

**800-782-2218**

*Monday-Friday 8:00 AM to 7:00 PM CT, Saturday 9:00 AM to 5:00 PM CT*

### Help Desk and Technical Support

**866-859-5090**

### Inside Sales Team

**800-334-1661**

*Need help and are unsure who to call? Our Inside Sales Team is available Monday-Friday 8:00 AM to 5:30 PM CT*

## CORRESPONDENCE

### **Payments, Endorsements & Agent Correspondence:**

Kemper Auto  
P. O. Box 830189,  
Birmingham, AL 35283-0189

**Toll Free Fax Number:** 800-782-2218

## GENERAL INFORMATION

### **KEMPER AUTO ONLINE** - *agent.kemper.com*

#### **Get a Quote with AgentQuote:**

Quote & Upload new business and print quotes and applications online!

**Online Endorsements:** Quote and process changes to active policies in REAL TIME, 24 hours a day, 7 days a week! Current endorsements available online include:

- Add/Delete vehicles
- Change driver information
- Change insured's address/phone
- Add a new driver
- Change driver status
- Add/Delete a lienholder
- Change lienholder information
- Cancel policy-insured's request
- Add/Change SR-22 information
- Add/Change/Delete coverages

**View a Policy (Policy Access Link):** View online account information and make payments.

**Agency Reports:** Run reports to help manage your book of business.

**Agency Supplies:** Complete a supply order form and submit your request online.

### **QUOTING**

Please refer to AgentQuote, *agent.kemper.com*, or your comparative rating system. To get an accurate rate, always run Financial Responsibility and an MVR/CLUE check using AgentQuote. AgentQuote should be used to print and upload applications and payments.

### **24 HOUR CLAIMS SERVICE**

Kemper Auto offers fast and worry free claims service. Producers should instruct applicants or claimants to report all claims, no matter how small, immediately to the Company. A Company representative is available 24 hours a day, 7 days a week by calling (866) 536-7376. Reporting losses immediately speeds up processing and relieves your office of taking loss information. At the time of sale, producers must also provide the applicant with the Company folder containing our claims reporting number.

### **AGENT/BROKER NOTIFICATION**

Our Agent Activity Alert is designed to keep you up to date on policy activity. You will receive an Agent Activity Alert, which summarizes transactions that have taken place the day after any of the following occurs on a policy you have placed with Kemper Auto:

1. Uploaded policy/payment.
2. New business policies, renewal policies, endorsements issued.
3. Pending cancellations, final cancellations, non-renewals issued.
4. Reinstatements, non-renewal reversals issued.
5. Renewal offers issued, summary of unpaid renewals.

### **AGENT/BROKER DUTIES**

The Agent's duty to the insured includes explaining:

1. All members of the household age 15 or older or other regular operators must be listed on the application and rated or excluded.
2. There is no coverage under this policy for an excluded operator driving a listed vehicle.
3. The requirements for obtaining coverage on replacement and additional vehicles.
4. The policy is a contract between the insured and Kemper Auto. The Policy, Declarations Page, Application and Endorsements contain the full terms of the agreement. A quote does not bind Kemper Auto to a rate or coverage.
5. The insured should read the Policy and contact their agent/broker with questions.
6. Discounts and surcharges may apply to this program.
7. The insured has options in purchasing coverages, limits and deductibles.
8. Agents should refer insureds to Kemper Auto only for billing questions and to report claims. Counsel must be provided by the agent/broker.
9. All claims are to be called in directly to Kemper Auto by the insured.
10. Kemper Auto does not permit brokering of business. It is not acceptable for you to give our underwriting materials to agents/brokers operating at any location not separately licensed, or for you to accept applications for risks underwritten outside your office.

### **COMMISSION**

In general, your commission statement will reflect all transactions processed at least one week prior to the month end cut-off date of the prior month. For questions regarding your commission or commission statement, call 866-494-6984.

# UNDERWRITING GUIDELINES

## **MATERIAL MISREPRESENTATION**

Material misrepresentation on the application may affect the applicant's eligibility to receive the benefits of our insurance contract. The applicant is obligated and responsible for truthful, complete disclosure of all information requested on the application, endorsement requests, renewal inquiries and all additional risk information inquiries made by the Company. The Company has the right to not pay a claim on a policy if information presented on an application or renewal questionnaire is false, misleading, results in a premium change or results in us accepting an otherwise unacceptable risk. The Company may cancel or rescind the policy in accordance with state guidelines, or collect the additional premium due from inception should misrepresentation be discovered.

## **UNACCEPTABLE DRIVERS**

Named insureds in a household where a potential operator:

1. Is nationally or locally known to a large segment of the population (e.g. professional athletes, celebrities, entertainers). However, we will not cancel or refuse to renew an insurance policy based solely on the fact that the policyholder is an elected official.
2. Has a physical or mental impairment or is age 70 and over, unless a signed physician's statement is submitted with the application stating the driver represents no greater driving risk than average drivers.
3. Has been convicted of insurance fraud.
4. Has more than one Kemper Auto policy in the household (unless they exclude the other parties and carry identical limits of liability).
5. Fails to disclose all members of the household age 15 or over on the application.
6. Has a balance due a member company of Kemper Auto Insurance Companies.
7. Refuses to disclose information requested on the application or requested by Kemper Auto staff.
8. Does not physically reside in Texas at least 10 months of the year.
9. Does not have a garaging address or has more than one garaging address.
10. Has more than 30 points.

## **UNACCEPTABLE VEHICLES**

1. All vehicles with a load capacity in excess of 1,500 pounds (3/4 ton). This refers to the weight carried by the vehicle and not the weight of the vehicle itself.
2. Taxicabs, limousines, emergency, escort vehicles and buses.
3. Vehicles used for pickup or delivery of goods at any time including pizzas, magazines and newspapers.
4. Vehicles used for public livery, conveyance and company fleets.
5. Any vehicle similar to bajas, dune buggies, U-drives, sandrails, street rods, electric cars, or kit cars.
6. Vehicles with altered suspensions.
7. Vehicles with more or fewer than four wheels.
8. Vehicles that are custom built or have plastic or stainless steel bodies.
9. Classic, antique or special edition cars or cars appreciating in value.
10. Vehicles which are non-motorized (except for flat trailers with a load capacity under 1,500 pounds).
11. Vehicles not registered for street use or complying with U.S. safety standards.
12. Vehicles made available to unlisted drivers for any use including business use such as sales, farming, or artisan use (e.g. pooled vehicles).
13. Vehicles equipped with snowplowing equipment, cooking equipment or bathrooms, including motorhomes or travel trailers.
14. Vehicles valued in excess of \$60,000 in Low Cost and \$90,000 in the Value Added program.
15. Policies where the ratio of vehicles to listed drivers is more than 4 to 1, up to 8 total vehicles.
16. Any vehicle not garaged in Texas at least 10 months a year.
17. Vehicles used to transport nursery or school children, migrant workers, or hotel or motel guests.
18. Any vehicle, regardless of make or model, which has been substantially modified in appearance or performance (mechanical or body).
19. Vehicles with permanent or removable business-solicitation logos or advertising.
20. Any vehicle carrying explosives or flammable substances.
21. Vehicles used in illegal enterprises or activities.
22. All vehicles owned or leased by a partnership or corporation.
23. Rental cars that are not temporary substitutes for listed vehicles.
24. Vehicles requesting Physical Damage Coverage that were manufactured prior to 1981.

Exception: Coverage will be provided for an unacceptable vehicle that meets the definition of a newly acquired vehicle under Texas Insurance Code Section 1952.059(c) if we are notified within 20 days of the date on which the insured became the owner of the vehicle.

**OTHER UNACCEPTABLE POLICIES**

1. Estates, Receiverships, Corporations or Partnerships are unacceptable as the named insured.
2. Policies covering Physical Damage only.
3. Policies with two or more business use vehicles.
4. The Company reserves the right to determine the eligibility of any risk and may decline a risk for reasons not explicitly stated within the Underwriting Guidelines.

**BUSINESS USE**

A vehicle is considered used for business if any of its mileage is associated with a business, occupation, trade, profession or commercial application (hereinafter "business use"). The Business Use Surcharge will be applied to all vehicles used for business, including commercial ridesharing programs such as UBER, Lyft, etc. No coverage applies to damage sustained while vehicles are used in business or artisan use unless the Business Use Charge has been applied. Private passenger autos owned or leased by the applicant and used in their business or occupation are acceptable. Vehicles, including pickups, vans and utility vehicles, used by sales and service representatives and real estate agents are acceptable for business use as long as no operator has more than five points. Pickups, vans and utility vehicles are unacceptable for business use unless the risk meets the Artisan Risk Guidelines.

**UNACCEPTABLE BUSINESS USE**

Vehicles unacceptable for business use include, but are not limited to:

- Vehicles used commercially
- Vehicles with logos or advertising on them
- Vehicles owned or leased by a partnership, corporation, or non-individual entity
- Vehicles visiting four or more job sites per day
- Vehicles used for livery, limousine or taxi service, including vehicles used to transport nursery or school children, migrant workers, hotel/motel guests, patients, or members of a vanpool
- Vehicles used for retail or wholesale delivery, including magazine, newspaper or mail delivery, pizza delivery, courier/escort service, and farm produce delivery
- Vehicles owned by the named insured and used by more than one employee. Exception: Use by domestic employee
- Emergency vehicles or vehicles used to respond to emergencies

**ARTISAN RISK GUIDELINES**

Artisan vehicles are used to carry tools and supplies between the insured's home and job site. The Business Use Charge will be applied to Artisan Vehicles. Pickups, vans and utility vehicles are unacceptable for business use unless they are used as an artisan vehicle and meet the following guidelines:

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

**EXAMPLES OF ARTISAN PROFESSIONS**

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

\*Note: These professions would likely visit more than one (1) site per day.

**STUDENTS AND MILITARY**

Kemper Auto will provide coverage for students/military whom:

1. Attend school or are stationed in Texas.
2. Provide our Company with the zip code where their car is principally garaged. Kemper Auto will rate the higher of the permanent address or student/base address.
3. List the name of the school/base and address on their application.

## **MARKET DETERMINATION**

AgentQuote will underwrite insureds into certain market tiers based on prior insurance, prior Bodily Injury limit, and financial responsibility.

### **PRIOR INSURANCE**

If prior coverage is indicated for the named insured or any listed driver, proof of prior coverage must be submitted. The proof must show the person was listed as an active driver on a private passenger automobile liability policy that provided six (6) months coverage; or on a commercial vehicle policy that provided six (6) months coverage, on which the insured was owner, partner, or principle for the business. The prior coverage effective and expiration or cancellation date must be clearly shown on the prior coverage documentation.

Insurance from a company within the Kemper family of underwriting companies is unacceptable unless

- The insured is moving to a new state
- The insured was a child of a named insured on a previous Kemper policy
- The insured is a widowed, divorced, or separated spouse of a named insured on a previous Kemper Auto policy
- The policy lapsed due to an overseas military deployment that is not part of regular training duties

If any of the above conditions are met, prior insurance criteria from the previous Kemper policy will be used in rating the policy.

The following documentation is acceptable for proof of prior coverage:

1. Declarations Page.
2. Renewal offer or Non-Renewal offer.
3. Company generated ID Card.
4. Letter of Experience on prior carrier letterhead.

**IMPORTANT:** Never upload an application quoted with prior insurance selected unless you have obtained the proof described as required above. Applications submitted without acceptable proof will be re-underwritten and released at the rate level for which they qualify.

### **FINANCIAL RESPONSIBILITY**

1. To order the information, follow the instructions on AgentQuote. The process is very quick.
2. Verbally remind the insured of the following: "To provide an accurate quote, I have asked you a series of questions which I will confirm through consumer reports, which may include credit information. This information will be available only to Kemper Auto's affiliated companies. Is it OK if I continue?"
3. Be sure to include the insured's full name and address to avoid inaccurate or unavailable financial responsibility information.
4. Kemper Auto uses LexisNexis as our supplier of Financial Responsibility information.
5. You will not receive any information contained in the customer's credit report. It is ordered, received and used exclusively by Kemper.
6. A customer that suspects inaccuracies in his/her credit report can obtain a copy of the report by calling the credit bureau after the confirmation is completed. Agents cannot request this information. Only the customer may contact the credit bureau vendor: LexisNexis, P.O. Box 105108, Atlanta, GA 35348-5108, 800-456-6004.

### **CUSTOMER CHOICE**

Customer Choice expands Kemper Auto's product structure by presenting three distinct coverage packages and price points for every quote. AgentQuote will display Economy, Standard, and Deluxe offerings in the 'Rate' tab. These distinct Customer Choices provide latitude in coverage areas such as rental car insurance coverage, RSVP repair options, and notification requirements for Additional or Replacement vehicles. Customer Choice coverage options provide the ability to offer products that best suit the needs and budget of your customers.

## **SPECIAL PROGRAMS**

### **EXCLUSIONS**

**All members of the household age 15 and older must be listed as an Active driver, Excluded driver or Unlicensed.** Drivers with their own vehicle or own insurance must be listed on the policy as Active or Excluded. Select the appropriate status when quoting the policy. Input the name and date of birth for ALL persons listed.

Failure to list all drivers at the time the application is submitted may be considered fraudulent misrepresentation, and as such the drivers may be added back to policy inception with applicable surcharges, or the misrepresentation may be grounds for policy cancellation.

To exclude an individual:

For new business policies, have the named insured list the specifically named operator(s) as excluded from coverage and complete and sign the Driver Exclusion block of the application. This exclusion may only be revoked by an endorsement request to add the excluded operator(s) to the policy as a driver.

For in-force policies, have the named insured complete and send our Company's Driver Exclusion endorsement showing the effective date of the change. Observe proper binding rules and the endorsement will become effective for the balance of the policy term.

Additional interests may be excluded. Inform the named insured the additional interest has no coverage if driving the vehicle.

Registered owners may be excluded. List them as an additional interest if the financing arrangement requires them to be listed on the policy.

### **FINANCIAL RESPONSIBILITY FILINGS (SR-22)**

A flat \$25 charge, earned in full at inception, will be added to the policy premium per filing per policy term.

When requesting an SR-22, make sure the guidelines below are followed:

1. The agent may only issue the SR-22 when the application is uploaded. Kemper Auto will issue all others upon receipt of request. Please allow 15 days for processing.
2. Filings may be issued only for states where Kemper Auto is licensed to transact business.  
Filings may be issued for any active driver on the policy.

## **BINDING RULES**

### **BINDING**

#### EFFECTIVE DATE

For all acceptable private passenger risks, coverage becomes effective no earlier than the date and time of upload. If Agent EFT is selected to make the down payment, the appropriate payment must be deposited in your account and made available for sweep within three business days of upload.

#### DOCUMENTATION

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

1. Valid money from the insured must accompany the application via EFT. Payments returned for uncollectible or insufficient funds void the policy in its entirety back to inception.
2. The application and all applicable forms are completed in full, signed (not stamped) by the agent and the applicant.
3. The applicant, all operators and each vehicle meet the underwriting guidelines.
4. Details of all chargeable and non-chargeable accidents/violations are listed on the application.
5. All documentation has been provided.

### **BINDING AUTHORITY**

When binding, agents:

1. Do not have the authority to issue policies, endorsements, or cancellation notices unless specifically authorized to do so in writing by our Company.
2. May not permit a solicitor or broker to bind our Company on a risk.
3. On any application with a driver who has a physical impairment, mental impairment or is age 70 or older, should include an Kemper Auto Physician's Statement form signed by a physician. The form must confirm the driver's ability to operate a vehicle safely.
4. Common Law Marriages qualify for Married rate. Spouses must reside in the same household to qualify for married rates.
5. Must obtain names and information on all persons age 15 or older residing in the household (licensed or not).
6. Should have insured send in gross amount. Do not retain commission.
7. Should follow Upload Compliance Audit Requirements described below.
8. Must use Electronic Funds Transfer or Insured Credit Card for the down payment on uploaded policies.
9. Should never upload an application until down payment has been received from the insured.
10. May not write or bind nor lower deductibles on existing physical damage policies, in any area where there is an impending weather catastrophe or disaster, such as a hurricane, tropical storm, tornado, windstorm, hail, or flood watch, warning or occurrence. Every vehicle with Physical Damage Coverage written within 48 hours after the lifting of a 'watch' or 'warning' should be inspected by the agent and any damage should be indicated on the application.

Never bind any policy with a discount unless you have obtained the required proof. Policies submitted without acceptable proof will be bound at the discount level for which they qualify.

### **UPLOAD COMPLIANCE AUDIT REQUIREMENTS**

The following documentation must be sent to Kemper Auto when a new application is uploaded (if applicable to your policy):

1. Prior Coverage Proof.
2. Homeowner's Proof.
3. Accident Not at Fault Proof.

Any documents sent to Kemper Auto must include the Policy ID number.

The following documentation, when applicable, must be kept in your agency file and presented upon demand by any Kemper Auto Underwriting or Claims personnel:

1. All sent documents.
2. The complete signed insurance application.
3. UM selection/rejection form.
4. PIP rejection form.
5. All exclusion forms.
6. Physician's statement.
7. Description of Business Use.
8. Marriage certificate for spouses with different last names.
9. Copy of foreign or international driver's license.
10. EFT Authorization form and copy of voided check.
11. Any applicable proof for selected discounts.

Routine review will be performed on randomly selected policies in accordance with the provisions of your agency agreement. When your agency is selected, you will be asked to provide documentation. Normally, the documentation must be to our office within 24 hours of the request.

Provide the Insured with an Kemper Auto Folder, which contains the following documents:

1. ID Cards.
2. Upload Receipt.
3. Letter to the Insured.
4. Accident Information Card.
5. First Invoice.
6. Installment Schedule.

### **IMPORTANT REMINDERS ABOUT UPLOAD**

1. Never upload a policy with a false social security number! Our policy numbers utilize the social security number to validate the policyholder's coverage. A false social security number will return an incorrect rate and prevent coverage from being bound.
2. After you have successfully uploaded an application, you will receive a message indicating the transmission has been successful and a policy number. (Be aware – A policy number will appear even if the policy is not uploaded.)
3. The policy number will be printed on the application.
4. The down payment amount will be electronically transferred from your designated account in three (3) business days.
5. If the transmission is not successful, please call our help desk at 800-264-7516.
6. The documents that are indicated to be faxed must be done so immediately (no later than 24 hours of upload) to 800-782-2218.
7. File all documents listed above for the appropriate number of years. These files will be subject to routine reviews in accordance with your agency contract.
8. If erroneous information is uploaded, please contact the underwriting department immediately.
9. Policies are effective no earlier than at the time and date of upload.
10. Short-cut rewrites or reinstatements of the policy cannot be uploaded.

## DISCOUNTS

### **MULTI-CAR**

Applicable when two or more vehicles are insured on the same policy.

### **HOMEOWNER**

Named insured or spouse must own the home where they reside, and the address listed must match the named insured's address listed on our Company's policy. The home cannot be a mobile home, apartment, duplex or pre-manufactured building. Town homes and condominiums are acceptable.

Acceptable proof of home ownership includes:

1. A homeowner's declarations page.
2. A mortgage coupon.
3. Property tax records.
4. A deed.

### **PAID-IN-FULL**

A discount applies to each vehicle when 100% of the policy premium is paid at time of binding. Outside premium finance is unacceptable.

### **ADVANCED QUOTE**

The Advanced Quote discount will apply when the customer initiates a quote at least two days prior to the policy effective date and has prior insurance with no lapse in coverage. The discount does not apply if there is a single Primary Named Insured under 19 years old or if a married Primary Named Insured and spouse are both under 19 years old.

### **YEARS CLEAN**

A Years Clean Discount will apply to the policy when none of the rated drivers have any violations or at-fault accidents in the past 35 months. The principal named insured must be 21 years old. Prior insurance without lapse or with a lapse of 30 days or less must be present. The discount applies to both new and renewal policies and it will be removed if a driver who does not meet the criteria is endorsed on the policy.

### **EFT PAYMENT PLAN**

A discount will apply when an EFT payment plan is selected.

### **HOMEOWNER WITHIN AGENCY**

A Homeowner Within Agency discount will apply to the policy if the policy qualifies for the Homeowner discount and the Primary Named Insured has purchased their homeowner's insurance through the same agency as their auto policy. Proof must be kept in the agent's office and must show policy effective dates and the name of the agency from whom the policy was purchased.

### **KEMPER CO-PILOT TELEMATICS ENROLLMENT**

A discount will apply when the insured & all active drivers enroll in the Kemper Co-Pilot Telematics program.

1. To be eligible to participate, all insured drivers must:
  - a. Meet the communication technology requirements, i.e. provide valid phone numbers, download and maintain the necessary mobile telematics application, etc.
  - b. Be enrolled in the telematics program and must be rated drivers on the policy.
  - c. Meet any other eligibility requirements as required by company guidelines.
2. Upon enrollment, a participation discount will be applied to the policy.
3. ***The discount will be removed if all rated driver(s) on the policy do not take the steps and properly enroll in the program.***
4. The discount will also be removed under the following scenarios:
  - a. When the policyholder or any active driver unenrolls from the program
  - b. At each renewal if we do not receive a minimum of 91 days of captured driving data from the expiring policy period.
5. In special cases of deployments, catastrophes, and extenuating circumstances, we will not remove the discount upon timely request from the insured.
6. The discount will remain in each policy period which the insured(s) meet all requirements, including the minimum data capture.
7. Agent must be qualified to offer the Telematics Enrollment Discount.

## **SURCHARGES**

### **BUSINESS USE**

A surcharge will be applied to Bodily Injury, Property Damage, Medical Payment, Personal Injury Protection, Uninsured Motorists, Comprehensive and Collision Coverages for any vehicle with Business Use. See the Underwriting Guidelines regarding acceptable Business Use vehicles.

### **LOW DOWNPAYMENT**

A surcharge is applied for policies using a low down-payment pay plan option. This surcharge is removed at renewal.

### **BRANDED TITLE SURCHARGE**

A surcharge is applied to vehicles that have been identified as having a Branded or Salvaged Title.

### **STATE ID CARD SURCHARGE**

A surcharge will be applied if any active driver is a State ID Cardholder and does not have a valid driver's license.

# RATING RULES

## **GENERAL RATING RULES**

1. CHARGEABLE PERIOD  
Chargeable period is the 35 months prior to the policy inception. To determine if the accident or violation took place in the chargeable period, use the occurrence date instead of the conviction date. We do not charge for license suspensions. If two or more violations or accidents occur during the same incident, charge for the violation or accident with the highest point charge. We will charge for all accidents or violations occurring while a driver is operating a private passenger auto, commercial vehicle, or recreational vehicle.
2. ACCIDENTS  
Points are assigned to accidents resulting in death, bodily injury or damage to property, including named insured's bodily injury or property damage.
3. INEXPERIENCED OPERATOR  
An inexperienced operator is defined as an individual who is 20 years old or older and has not been licensed for 36 continuous months prior to the inception date.
4. FOREIGN OR INTERNATIONAL DRIVER'S LICENSE  
As soon as a U.S. Driver's License is obtained, please provide a copy to Kemper Auto so a Motor Vehicle Report may be ordered.
5. STATE ID CARD  
State ID cardholders are eligible for coverage. A surcharge will apply. The Motor Vehicle Report may be ordered and violation points will be assigned, if applicable. Do not automatically apply Inexperienced Operator or Unverifiable Driving Record surcharge unless otherwise applies to the driver.
6. UNVERIFIABLE DRIVING RECORD  
Four points will be assessed when Kemper Auto cannot obtain a valid Motor Vehicle Report with the U.S. Driver's License information that has been provided. The surcharge will be removed once a Motor Vehicle Report can be obtained. Unlicensed drivers will also be assessed this surcharge if they have a history of driving without a license.

## **HOUSEHOLD RATING FACTOR**

The household rating factor is determined by the marital status of the named insured, the number of vehicles on the policy, youthful named insured, parent/child relationship and homeownership.

## **HOUSEHOLD RISK FACTOR**

The household risk factor is calculated by obtaining the average of risk factors of all rated drivers. It is calculated for each coverage and applied to all vehicles on a policy.

## **DETERMINING POINT ASSIGNMENTS**

### SUMMARY OF POINT SURCHARGES

<u>Violation Group</u>	<u>First Occurrence</u>	<u>Second Occurrence</u>	<u>Other Occurrences</u>
Major Violations*	4	4	4
Minor Violations**	3	3	1
At Fault Accidents	3	6	6
Alcohol, Drug Related	1	2	2
Speeding	2	3	1
Inexperienced Operator	1	N/A	N/A
Unverifiable MVR	4	N/A	N/A

\* Major violations include, but are not limited to: drag racing, felony involving vehicle, elude/flee police, leaving the scene, reckless/negligent, driving under suspension/revocation.

\*\* Minor violations include, but are not limited to: failure to obey traffic device, failure to yield, improper passing or U-turn, following too closely, wrong side/left of center, failure to report/false reporting.

## **DETERMINING FAULT FOR ACCIDENTS**

Points are computed by AgentQuote. All accidents are chargeable, even if incurred while on business, unless written proof that the listed driver is not at fault is provided with the application. Proof may be in the form of a police report, a letter from a previous insurance company, or other legal document that exonerates the applicant from fault.

All comprehensive and non-chargeable incidents must be listed on the application along with chargeable accidents.

If details of an accident, including comprehensive and non-chargeable accidents, are not listed on the application, then accident points will be charged or market tier will be adjusted, and the premium will be increased accordingly.

Accidents will not be considered chargeable if the named insured demonstrates:

1. Their auto was lawfully parked (not including parked vehicles, which roll from a parked position).
2. The applicant or resident operator was reimbursed in full by, or on behalf of, a person who is responsible for the accident or a person who has judgment against such person.
3. The insured's auto was struck in the rear by another vehicle and the insured was not convicted of a traffic violation in connection with the accident.
4. The operator of the other auto involved in the accident was convicted of a moving traffic violation and the applicant or resident operator was not convicted of a moving traffic violation in connection with the accident.
5. The auto operated by the applicant or any resident operator was struck by a "hit-and-run" vehicle and such accident was reported to the proper authority within 24 hours.
6. The applicant was finally adjudicated not to be liable by a court of competent jurisdiction.
7. The accident involved Physical Damage, limited to and caused by flying gravel, missiles, falling objects or by contact with animals or fowl. (Note: An accident caused by swerving to avoid an animal is chargeable.)
8. The applicant was operating a vehicle other than a private passenger auto, motor home or motorcycle at the time of accident.
9. The operator of the auto at the time of accident was on duty as a paid or volunteer member of any Police or Fire Department, First Aid Squad, or any law enforcement agency. This exception does not include an accident occurring after the auto ceases to be used in response to such emergency.
10. They were in receipt of a traffic citation which was dismissed or nolle prosequi.
11. They were not at-fault as evidenced by a written statement from the insured establishing facts, descriptions and 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 damages were paid by Kemper Auto or another carrier as a result of the accident, #11 alone will not be sufficient to remove the point charge.
12. The accident resulted in an amount being paid on behalf of an insured under PIP, or First Party Benefits Coverages only, and the applicant or other resident is not convicted or does not plead guilty to a moving traffic violation in connection with the accident.

## **TERRITORY RULES**

AgentQuote will convert garaging zip codes to the proper rating territory. If the vehicle is garaged in a valid zip code not provided for on AgentQuote, call 800-782-1020. Kemper Auto will provide you with a temporary zip for the purposes of rating.

Use the zip code in which the vehicle is principally garaged. Don't use the mailing address zip code. The vehicle must be garaged in Texas 10 months out of the year. Vehicles owned and registered in Texas and normally garaged out of state are unacceptable risks.

If the vehicle and insured move out of state during the policy term, the policy will be cancelled using the pro-rata method.

## **DRIVER ASSIGNMENTS**

Encourage the applicant to fully disclose all information to avoid the need for premium adjustment and/or cancellation. Failure to report all regular and occasional operators to Kemper Auto may constitute material misrepresentation of risk and the applicant may lose his or her discounts if their driving record does not match their application. Only one policy is allowed per household (unless all other drivers are excluded and all policies carry identical limits of liability).

Make sure the applicant reports all:

1. Unlicensed individuals. Unlicensed individuals include only those individuals that have never held a driver's license. Unlicensed individuals are not rated, but must be listed on the application.
2. Regular or frequent vehicle operators.
3. Persons 15 years old and older living in the insured's household, whether they are licensed or not. All licensed individuals age 15 and older must either be considered in the rating of the policy or must be specifically excluded from coverage (Subject to Exclusion Endorsement Rules). Unlicensed individuals will not be rated.

Married is defined as any driver who is legally married, deemed married pursuant to the laws of Texas, or widowed. Any driver that does not meet this definition of married will be rated as single. Married couples that are living apart, except those living apart due to military service obligations, are rated as single.

## **COVERAGES AND LIMITS**

Bodily Injury, Property Damage, Uninsured Motorist Bodily Injury, Uninsured Motorist Property Damage, Personal Injury Protection and Medical Payment limits must be the same for all vehicles of a multi-car risk.

Applications submitted without the appropriate signatures or forms will be assigned statutory minimum liability limits coverage. Refer to the appropriate policy or endorsement form for the details of the coverage provided.

### **BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Liability Coverage for insured vehicles applies to an additional interest.
2. Policies with vehicles regularly driven out of state must purchase the minimum limits of coverage mandated by the jurisdiction in which the vehicle is operated.

<u>BI Limit Options</u>	<u>PD Limit Options</u>
30/60	25
50/100	50
100/300	100

**NOTE:** Property Damage Liability limit may not exceed per person Bodily Injury Liability limit.

### **LESSOR LIABILITY**

The Lessor Liability Endorsement provides the opportunity to purchase an optional endorsement when the customer has chosen policy limits they think are appropriate for their needs, but must provide increased limits to the lessor to satisfy the terms of the lease agreement.

The provisions in this coverage are only effective while the vehicle is leased by the insured for a period of at least 6 months, as documented by a standard form lease agreement with expressly stated insurance coverage requirements. This coverage provided is in addition to that listed on the Declarations Page and is only available to indemnify the lessor pursuant to the terms listed in the policy. The provision of the coverages in this endorsement shall in no event increase our limits of liability for any damages the insured becomes legally obligated to pay, pursuant to the terms of the policy.

<u>Available BI Limits</u>	<u>Available PD Limits</u>
100/300	50

### **UNINSURED MOTORISTS**

Uninsured Motorists Bodily Injury Coverage (UMBI) and Uninsured Motorists Property Damage Coverage (UMPD) will be offered at the following limits:

<u>UMBI</u>	<u>UMPD</u>
<u>Limit Options</u>	<u>Limit Options</u>
30/60	25
50/100	50
100/300	100

1. UMBI limits may not exceed the BI limit.
2. The UMPD limit cannot exceed the per person UMBI limit.
3. UMPD carries a \$250 deductible.
4. If UMBI coverage is selected, it must be written for all vehicles on the policy and at the same limit for each vehicle.
5. Uninsured Motorists is a mandatory coverage, unless rejected in writing by the insured.

### **MEDICAL PAYMENT**

Medical Payment is optional.

<u>Medical Payment</u>
<u>Limit Options</u>
500
1,000
2,000
2,500
5,000

When selected, Medical Payment must be written for all vehicles on the policy and at the same limit of liability for each vehicle. If Medical Payment is selected, Personal Injury Protection cannot be purchased.

## **PERSONAL INJURY PROTECTION**

Personal Injury Protection is a mandatory coverage, unless rejected in writing by the insured.

### PIP Limit Options

2,500  
5,000  
10,000

When selected, Personal Injury Protection must be written for all vehicles on the policy and at the same limit of liability for each vehicle. If Personal Injury Protection is selected, Medical Payment cannot be purchased.

## **PHYSICAL DAMAGE**

1. Physical Damage only policies are not available.
2. Physical Damage Coverage is not provided for custom, non-standard, optional or add-on equipment that is not part of the standard vehicle manufacturer (not dealer) options. Physical Damage Coverage is not provided for sound equipment including, but not limited to: tapes, phones, records and sound receiving/transmitting equipment designed for use as citizens band radios, two-way mobile radios, scanning monitor receivers, television sets, or their accessories or antennas, or any other electronic equipment.

<u>Comprehensive</u> <u>Deductibles</u>	<u>Collision</u> <u>Deductibles</u>
500	500
750	750
1,000	1,000

These deductibles apply to each automobile for each loss arising out of each occurrence. If Collision Coverage is selected, Statutory Liability Coverages and Comprehensive Coverage must also be selected.

Physical Damage Coverage is not available on trailers or any vehicle that is not a private passenger auto.

## **MEXICO COVERAGE ENDORSEMENT**

Mexico Coverage is an optional coverage for all vehicles. Please refer to the endorsement form for the terms and restrictions of this coverage.

## **TOWING AND LABOR**

1. Towing and Labor is an optional coverage for all vehicles with Physical Damage Coverage.
2. If selected, Towing and Labor must be selected for **ALL** vehicles on the policy with Physical Damage Coverage.
3. Towing and Labor Coverage reimburses the policyholder for charges incurred from a legally licensed tow-truck operation if the services are provided immediately after a disablement.
4. Limits must be the same for all vehicles of a multi-car risk.

### Available Limits

\$50 disablement / \$300 Max  
\$75 disablement / \$450 Max

## **RENTAL REIMBURSEMENT**

1. Rental Reimbursement Coverage is an optional coverage for all vehicles with Physical Damage Coverage.
2. Rental Reimbursement Coverage only reimburses the policyholder for the cost of renting a car while a vehicle listed on the policy is out of use because of another loss covered by the policy.
3. Collision Damage Coverage is only provided to vehicles rented while a vehicle listed on the policy is out of use due to breakdown, repair, servicing, loss or destruction.
4. If selected, Rental Reimbursement Coverage must be selected for **ALL** vehicles on the policy with Physical Damage Coverage.
5. Rental Reimbursement Coverage provides transportation expenses if an insured auto with Comprehensive Coverage is stolen.

### Available Limits

\$20 per day / \$600 Max  
\$30 per day / \$900 Max  
\$40 per day / \$1,200 Max

## **24 HOUR ROADSIDE ASSISTANCE**

Roadside Assistance is a useful option that may be elected for any policy containing liability coverage. If elected, we will provide, through our authorized service representative and up to the stated maximum limit, towing and labor costs incurred each time the covered auto is disabled. Once elected, Roadside Assistance applies to all vehicles on a policy. The following conditions apply. Please read the endorsement for full details.

1. All disablements must be reported to our authorized service representative prior to obtaining towing and labor for the covered auto.
2. The driver of the covered auto must be listed on the Declarations Page or disclosed to us prior to the covered auto becoming disabled.
3. Labor must be performed at the location where the covered auto is disabled.
4. Our authorized service representative will tow the covered auto to the nearest qualified repair facility.
5. There is no coverage provided by this endorsement for towing costs or labor if the covered auto becomes disabled at its principal garaging location.
6. We will not provide coverage for more than five disablements during a 12-month consecutive period.
7. We will not provide coverage if the covered auto at the time of disablement is being operated by a driver excluded from coverage under your policy with us.
8. A 20% Liability Only Surcharge is applied to Roadside Assistance coverage if Physical Damage coverage is not purchased.
9. Roadside Assistance must be purchased at the inception of a policy term. Mid-term endorsements are not allowed.

## **CUSTOM OR ADDITIONAL EQUIPMENT**

1. Must have Physical Damage Coverage if Custom or Additional Equipment Coverage is selected.
2. Coverage for custom, non-standard, optional, add-on equipment and sound transmitting/receiving equipment not installed by the original manufacturer (dealer installs do not qualify) are subject to an additional charge. Such equipment is excluded from our Physical Damage Coverage unless an additional premium is paid. To receive coverage on these items, have the named insured itemize the equipment on the application, provide receipts and pay the additional premium required.
3. Examples of custom or additional equipment include:
  - a. Special roofs and deluxe roof treatments.
  - b. Sound reproducing equipment not installed by the original manufacturer. Examples include receivers, amplifiers, radios and cassettes.
  - c. CB radios permanently attached in or under the dashboard.
  - d. Custom paint work and deluxe exteriors.
  - e. Chrome, reverse chrome, alloy or magnesium wheels, wheel covers, aluminum wheels and wire-spoke wheels.
  - f. Camper tops and utility trailers which do not have sinks or bathroom facilities.
  - g. Car telephones permanently attached to the vehicle.
  - h. Safety alarm or anti-theft not installed by the original equipment manufacturer.
4. Examples of unacceptable custom or additional equipment include:
  - a. Televisions, VCR's and radar detectors.
  - b. Vehicles with sinks, bathrooms and toilet facilities.
  - c. Additional equipment not permanently installed in the vehicle.
  - d. Custom murals, nose bras and insect shields.
  - e. Equipment in an unlocked or open vehicle and not covered.
  - f. Equipment for which an appropriate value cannot be determined or verified.
  - g. Leased Equipment including, but not limited to, tires, wheels, & rims.
5. Vehicles with additional equipment in excess of \$5,000 must be rated as a stated amount vehicle.
6. A \$50 deductible applies to Custom or Additional Equipment Coverage.

## POLICY SERVICES

### ENDORSEMENTS

Endorsement requests may be phoned, faxed, or mailed and become effective the date and time of phone or facsimile notice or the day the request is received if mailed to our Company. Agent has 72 hours binding authority when adding vehicles or coverages. A fully earned \$5.00 Endorsement Fee will be applied to the policy for any endorsement made to the policy that creates a premium change. DO NOT BACKDATE COVERAGE.

**Many endorsements can be completed online at [agent.kemper.com](http://agent.kemper.com).**

Premium changes that result from endorsements will be reflected in installment invoices issued after the endorsement is processed. Changes resulting in an additional premium will be billed to the insured. Changes resulting in return premium due the insured are applied as credits to future charges. If there is no remaining balance after all credits have been applied, a draft is sent to the insured within 30 days after the endorsement is processed.

1. TERRITORY CHANGES  
Premium adjustments resulting from a change in rating territory are made on a pro-rata basis.
2. REPLACING VEHICLES  
Please see your policy for time frames and requirements for replacing vehicles on the policy.
3. ADDING VEHICLES  
Please see your policy for time frames and requirements for adding vehicles to the policy.
4. DELETING VEHICLES OR COVERAGES  
When deleting a vehicle or coverage, we recommend you obtain the named insured's signature.
5. COVERAGE CHANGES  
Coverage changes are effective no earlier than the time the insured notifies the agent of the change. Agent must report changes to the Company within 72 hours.
6. POINT/CLASS REDUCTION  
A policy will not be reclassified and re-rated for point charges that expire during the policy term. Class or point reductions are permitted if the operator(s) for whom points were charged is no longer a member of the household and no longer operates the insured vehicle. Marital status changes will be accepted mid-term if proof of status change is provided. Mid-term adjustments are not made as a result of a change in points or attained driver age.
7. CHANGE OF DRIVER  
You may add or delete a driver as household changes warrant. If we discover unlisted drivers, we may deny coverage and/or add the driver to the policy effective to the inception date. Joint named insureds must be legally married.
8. CHANGE OF AGENT  
The agent cannot be changed mid-policy. The insured may change agents at renewal if they sign an agent of record letter and mail it to our Company.
9. MISSING INFORMATION  
If any information substantiating a rate is not attached to the policy application, the policy may be issued at a higher rate not requiring the documentation. The original rate will be endorsed onto the policy effective the day the missing information is received by our Company.
10. REDUCTION OR DELETION OF UM COVERAGE  
The insured's signature on the UM selection/rejection form is required to process UM changes. Changes to BI Coverage level will also cause a corresponding change in UM Coverage level unless a new UM selection/rejection form is received.
11. REDUCTION OR DELETION OF PIP COVERAGE  
The insured's signature on the PIP rejection form is required to process PIP changes.

### ENDORSEMENT CORRESPONDENCE

Mail: Kemper Auto TX Underwriting, P.O. Box 830807, Birmingham, AL 35283-0807  
Phone: 800-782-1020  
Fax: 800-782-2218  
Online: [agent.kemper.com](http://agent.kemper.com)

## **CANCELLATIONS**

1. LOSS PAYEE  
Kemper Auto will mail a notice of cancellation to a loss payee unless the loss payee releases its copy of the policy or submits a written release.
2. IMPROPER INFORMATION  
A cancellation notice will be issued if proper information is not submitted with the application. The policy may be reinstated only if all requested information is received prior to the effective date of cancellation and payments are current. Reinstatement is based upon receipt of the information requested and is at the discretion of our Company.
3. FLAT CANCELLATIONS  
Flat cancellations are not permitted after the inception date of a policy for any reason other than NSF down payment. Policies with NSF down payment checks will be cancelled and considered null and void.
4. CANCELLATION REQUESTED BY INSURED
  - a. We recommend you obtain the named insured's signature.
  - b. The effective date of cancellation will be the later of the day the request is received if mailed or the day the request is faxed or phoned to Kemper Auto.
  - c. In the event of total loss, coverage continues until the insured sends a cancellation request.
5. COMPUTATION OF PREMIUM EARNED BY OUR COMPANY  
Computation of premium by our company will be calculated using the pro-rata method. Computation of premium earned is calculated on a daily basis.

## **REINSTATEMENTS**

When a policy is pending cancellation due to missing information, it will be reinstated if all requested information is received prior to the cancellation date and there is no outstanding balance due as a result of missed installment payments.

When a policy is pending cancellation due to non-payment, it will be reinstated without a lapse in coverage if the amount due on the non-payment cancellation notice is received within 5 days of the cancel date and no losses have occurred after the cancellation date. Reinstatement is contingent upon payment clearing the financial institution. Payments returned unpaid will nullify any reinstatement.

## **AUTOMATIC REWRITE**

To help you retain more of your Kemper Auto customers, policies cancelled for non-payment of premium may be rewritten with a lapse in coverage without submitting a new application, forms, etc.

For renewal business, if payment is received after the 5<sup>th</sup> day but within 60 days of the non-payment cancellation date, the policy will be automatically rewritten. For new business, if payment is received after the 5<sup>th</sup> day but within 7 days of the non-payment cancellation date, the policy will be automatically rewritten. The payment MUST be equal to or greater than the balance owed on the cancelled policy plus the down payment and fees required to rewrite the policy. The rewrite term will be effective the date and time payment is received. Rewrite is contingent upon payment clearing the financial institution. Payments returned unpaid will nullify any rewrite.

<b>Policy Term</b>	<b>Reinstate Without a Lapse</b>	<b>Automatic Rewrite with a Lapse</b>
New	5 days	After the 5 <sup>th</sup> day but within 7 days
Renewal	5 days	After the 5 <sup>th</sup> day but within 60 days

Renewal commission applies to all rewrites. Rewrite policies will retain the level of prior insurance discount from the cancelled policy. 6-month policies will be rewritten on the 5-Pay-17% installment plan. 12-month policies will be rewritten on the 11-pay-9% installment plan. The first installment payment will be due 15 days after the policy is rewritten. EFT pay plans are not available on rewrites.

## **RENEWALS**

Prior to expiration, notification will be sent directly to the insured advising them of the availability of coverage. Agents will receive a notice of renewal through our Company's Agent Activity Alert Program. An insured that does not respond to the notification is presumed to have canceled their policy.

Policies will be renewed without a lapse in coverage if the amount due on the renewal notification is received within five (5) days of the cancel date. If payment is received between the 6<sup>th</sup> and 60<sup>th</sup> day after the expiration date, the policy will be automatically renewed with a lapse in coverage and the renewal term will be effective the date and time payment is received. After sixty (60) days, the policy is no longer eligible for renewal. Renewal is contingent upon payment clearing the financial institution. Payments returned unpaid will nullify any renewal but the policy can still renew with a lapse until the 60<sup>h</sup> day after expiration.

Attach the renewal slip to ensure the payment is applied to the proper policy period. Credit balances on prior policies will not automatically renew a policy. Down payments applied to renewals will be reduced by any amount due on prior policies.

Premium will be adjusted if a chargeable loss or chargeable violation has occurred after the date of renewal quote issuance and before the inception date of the renewal policy.

If a policy is non-renewed but would be eligible for renewal if requested information were supplied, a quote will be issued provided the information reaches Kemper Auto at least 20 days prior to expiration. If not received within 20 days, the policy must be rewritten.

## **BILLING INFORMATION**

### **BILLING GUIDELINES**

1. Available pay plan options will be displayed in AgentQuote at the point of sale.
2. Do not retain commission.
3. A policy fee of \$15 will be charged and included with the down payment for each policy and is nonrefundable in the event of cancellation.
4. Installments are billed directly to the insured.
5. Checks dated after the date received are not negotiable and not considered payment to our Company.
6. Additional money provided with the down payment will be applied to the future installments.
7. A service charge of \$15 will be added to each installment after the down payment.
8. A \$5 endorsement fee will be assessed if an endorsement is made to the policy that creates a premium change.
9. A Motor Vehicle Crime Prevention Authority fee of \$2.50 for semi-annual and \$5 for annual policies will be applied to each vehicle.
10. A \$25 NSF fee will be charged for any payment that is returned by the financial institution.
11. A \$25 NSF fee will apply to any agent that submits an agency check that is returned by the financial institution.

### **PAYMENT METHODS**

#### NEW BUSINESS DOWN PAYMENT OPTIONS

Cash Paid to the Agent  
Credit Card  
Agent EFT  
Personal Check  
Money Order

#### INSTALLMENT AND RENEWAL DOWN PAYMENT OPTIONS

Insured Personal Check  
Insured EFT  
Credit Card  
Money Order  
Web Payment  
Agent EFT

#### Note:

Monthly installments and renewal down payments can be paid with a Visa, MasterCard, or American Express by calling our automated phone system or by speaking with a customer service representative at 800-782-1020. Payments by credit card and eCheck are also available online at [agent.kemper.com](http://agent.kemper.com).