



**AMERICAN MODERN SELECT
INSURANCE COMPANY**

(085)

New Business 11-01-06

Riders Choice
Off Road Program

Underwriting Guidelines

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SUBMITTING THE RISK

The guidelines on the following pages are provided to assist you in evaluating each risk as it is received. Keep in mind that sound underwriting requires judgment applied to each individual situation. Therefore, on occasion, a risk may be deemed unacceptable by American Modern Insurance Group even though it is not expressly prohibited in this guide.

BINDING PROCEDURES

1. New business applications must be postmarked no later than 72 hours after the effective date. Coverage is bound as of the time and date the application is signed and dated by all Named Insureds and the authorized agent and deposit is received. **All applications and Selection/Rejection forms, if applicable, must be signed and dated by all Named Insureds and the authorized agent.**
2. Mid-term policy change procedures:
 - a. If a unit is replaced and there is no change in coverage, the insured must notify the agent within 14 days of acquisition in order to maintain coverage on the replacement unit.
 - b. If a unit is replaced and additional coverage is desired, the additional coverage does not apply until the agent is notified.
 - c. If an additional unit is added to the policy, there is no coverage for the additional unit until the agent is notified.

It is the agent's responsibility to process the change or forward the request to their processing agent's office or the company processing office immediately. A current effective date will be used on any change request involving an additional or replacement unit in any situation that requires backdating in excess of the above guidelines (2.a., 2.b., 2.c.). Current effective dates mean the date notification is received in the processing agent's office or in the company processing office.

IMPORTANT NOTE: All other mid-term changes involving an increase in coverages or limits: A current effective date will be used on any other change involving additional coverages or an increase in limits if processing the change will require backdating in excess of ten days.

3. You should obtain and retain signed applications, coverage Selection/Rejection forms and proofs of discounts. It may be necessary to forward such items to your underwriting authority or to keep such documentation readily available for review by the company. For specific questions, please contact your American Modern Insurance Group representative.

TEMPORARY SUSPENSION OF WRITINGS

During periods of severe weather, do not accept any applications to add Physical Damage coverage or requests to lower deductibles on existing policies. Impending severe weather includes, but is not limited to tornado, flood, hurricane or tropical storm warnings and/or watches. Renewals of expiring policies may be written provided there is no increase in coverage or lapse between policies.

IMPENDING SEVERE WEATHER – BINDING RESTRICTIONS AND PROCEDURES:

FOR UPDATES, CALL (800) 543-2644 EXT. 3700

PAYMENT PLAN OPTIONS AND FEES

Payment Plan Options and Fees	<u>EFT*</u> (2 months down with 10 installments)	<u>1-Pay</u> (Paid in Full)	<u>2-Pay</u> (50% down with 1 installment)	<u>4-Pay</u> (25% down with 3 installments)
Premium \$200 or less	N/A	Available	N/A	N/A
Premium \$201-\$400	N/A	Available	Available	N/A
Premium \$401 or higher	Available	Available	Available	Available
Credit Card Payment	N/A	Available	Available	Available

MasterCard®, Visa®, Discover®, and American Express® are accepted. Indicate card type, charge amount, card number, and expiration date.

*Indicate bank account number, routing number, and date of transaction. Form 00220-08-G needs to be attached to the application for this option.

GENERAL UNDERWRITING RULES

1. POLICY TERM

Policies may only be written for a term of 12 months.

2. MINIMUM PREMIUM

- a. The Minimum Written Premium is \$100.00 per unit.
- b. The Minimum Earned Premium is \$100.00 per policy.

3. INSURANCE SCORE

- a. Based on Insurance Score, if the quoted customer is not receiving the best rate, they must receive an adverse action letter as well as a Summary of Rights letter. This is true even if they do not wish to proceed with the quote. **modernLINK®** will print these letters when a quote or application is printed or they can be printed alone. If you are receiving a quote by phone, these letters will be faxed to you to give to the customer. If the customer is not in your office, you will need to mail these letters to that customer. This procedure satisfies the requirements of the Fair Credit Reporting Act.
- b. We will be using Insurance Score for rating purposes only. Insurance Score will not be used to underwrite against an applicant or insured.

OWNER/OPERATOR ELIGIBILITY

1. GENERAL OWNER / OPERATOR ELIGIBILITY RULES

- a. All operators must be identified on the application, regardless of the amount of use.
- b. The titled owner(s) must be listed as the Named Insured(s) on the policy.
- c. The Named Insured(s) must have an insurable interest in all units covered by the policy.
- d. All operators 16 years of age and older must hold a valid United States driver's license.
- e. For Off-Road units with an engine size 251cc and over, all operators must be at least 16 years of age.
- f. Any operator requiring an SR-22 (proof of financial responsibility) is not eligible.

2. EXPERIENCE PERIOD / DRIVING RECORD

- a. Experience Period: 3 years (36 continuous months) preceding the effective date of the policy.
- b. Operators can have no more than 10 Driving Record Surcharge points. (Please see the "SURCHARGES" section for point assignments.)
- c. Subject to the last 10 years, any non-excluded operator that has ever been convicted of or pleads no contest to any felony is ineligible.

3. VIOLATION DEFINITIONS

- a. Major Violation means any conviction of the following:
 - (1) Any alcohol or drug related driving violation.
 - (2) Driver's license suspended, revoked, cancelled or barred.
 - (3) Driving while license is suspended, revoked, cancelled or barred.
 - (4) Careless, reckless or negligent driving.
 - (5) Driving to endanger or with disregard for safety.
 - (6) Driving the wrong way, on the wrong side or left of center.
 - (7) Failure to stop and report accident involvement.
 - (8) Fleeing or attempting to elude a police officer.
 - (9) Drag racing or participating in speed contests.
 - (10) Any speeding violation in excess of 40 mph over the limit.
- b. Intermediate Violation means any conviction of the following:
 - (1) Any railroad crossing violation.
 - (2) Failure to yield to emergency vehicle.
 - (3) Spinning wheels, excessive acceleration, etc.
 - (4) Any improper passing.
 - (5) Any speeding violation between 30 – 40 mph over the limit.
 - (6) Unsafe operation of a motorcycle. (Examples include driving on sidewalk, more riders than seats, driving through a funeral procession, and holding onto another moving vehicle while operating a motorcycle.)

- c. Minor Violation means violations not indicated as a “Major Violation” or “Intermediate Violation”.
- d. At-Fault Accidents. For underwriting and rating purposes, every accident will be considered to be “At-Fault” EXCEPT those occurring under the following circumstances:
 - (1) Any accident where accumulated total damages do not exceed \$300, including any deductible.
 - (2) The vehicle was lawfully parked and stationary at the time of the accident.
 - (3) Any accident where an insured unit is struck by another vehicle and the applicant or other resident operator is reimbursed by, or on behalf of, the individual(s) who are responsible for an accident or receives judgment against such person.
 - (4) Any accident where the unit operated by the applicant or any resident operator is the victim of a “hit-and-run”, if the applicant or resident operator reports the accident to the proper authority within 24 hours.
 - (5) Any accident that was caused by contact with a living animal, including a bird.
 - (6) Any accident where the operator of the other vehicle 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.
 - (7) Accidents involving Physical Damage, limited to and caused by flying missiles, or falling objects.

IMPORTANT NOTE: We will accept a statement of details of the Not-At-Fault incident from the insured/agent.

4. MARITAL STATUS

- a. Married is defined as an operator who is legally married and residing with spouse or widowed. Common law marriages, which have not been approved by American Modern Insurance Group as being legally verifiable, are not recognized for rating purposes. Such couples are rated as single operators.
- b. Single is defined as an operator who is unmarried, divorced or separated and living in a separate household.

UNIT ELIGIBILITY

1. RISKS NOT WRITTEN

The following units should not be written because they are ineligible.

- a. Any unit that is registered or designated to be street driven.
- b. Units that are unapproved Assembled, Custom or Refurbished. Refurbished refers to chassis or structural modifications. **EXCEPTION:** The installation of accessories, or trailer hitches, is acceptable, unless there is resulting structural or chassis alteration.
- c. Units with only Physical Damage coverage(s).
- d. Units with an engine size 2400cc and over.
- e. Units with frames and front ends (“forks”) materially altered from the original manufacturer’s specifications.
- f. Units with freewheeling front wheels (front wheels must have braking system).
- g. Units used for racing, speed, hill climbing events or any other organized event, which includes the practice or preparation for any such event.
- h. Units used for law enforcement or security services.
- i. Units that have been salvaged or rebuilt. **EXCEPTION:** Liability only coverage is available for re-titled salvaged units with a State Assigned VIN, yet these units may not be bound until American Modern Insurance Group approves through the “**Request for Approval on Custom Assembled or State Assigned VIN**”.
- j. Units that are electric or gas-powered Go-peds®, Segways™ or similar models (i.e. two-wheeled scooters designed to be ridden while standing).
- k. “Pocket Bikes,” or any other small scale replica of a street-driven unit.
- l. Units equipped with a nitrous system.
- m. Units powered by electricity or battery.
- n. Units that are turbo charged.
- o. Units that are homemade or kit built.
- p. Units not principally garaged at least 6 months in a state where there is an active American Modern Motorcycle Program.
- q. Units for sale or on consignment at the time of application.
- r. Units with any unrepaired/existing damage.

- s. Units that are dune buggies or snowmobiles.
 - t. Units with more than one owner. **EXCEPTION:** Units may have more than one owner, if and only if, all owners primarily reside in the same principle residence.
 - u. Units titled in the name of any business or association.
 - v. Units used for commercial or business purposes. This includes, but is not limited to:
 - (1) Units leased or rented to others.
 - (2) Units used for business in a funeral or escort service.
 - (3) Units used for business purposes (example: pizza delivery).
5. **ADDITIONAL ELIGIBILITY REQUIREMENTS**
- a. All ATV-Standard (AT) and ATV-Sport (AS) units must have at least four (4) wheels.
 - b. All Utility (UL) units must have four (4), six (6), or eight (8) wheels.
 - c. All units must be used for off-road purposes only. Do not bind any Off-Road unit that is used on public streets (i.e. any street designated for automobiles).

COVERAGES

1. **BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY (BI/PD)**
- a. Limits of 30/60/25 are required (higher limits are available).
 - b. Limits must be the same for all units.
2. **COMBINED UNINSURED/UNDERINSURED MOTORIST BODILY INJURY (UM/UIM BI)**
- a. This is an optional coverage.
 - b. UM/UIM BI limits must be the same for all eligible units.
 - c. UM/UIM BI limits are available at the same interval as BI Liability.
 - d. UM/UIM limits cannot be greater than BI Liability.
 - e. Selection/Rejection for VM4NC (08/06) is required if UM/UIM BI is rejected or selected at a limit lower than standard BI Liability.
 - f. In not properly selected/rejected using the correct form, UM/UIM BI will be added at a limit equal to standard BI Liability.
3. **UNINSURED MOTORIST PROPERTY DAMAGE (UMPD)**
- a. UMPD is included whenever UM/UIM BI is purchased.
 - b. UMPD cannot be purchased without UM/UIM BI.
 - c. UMPD limits must be the same for all eligible units.
 - d. UMPD limits cannot be greater than standard PD Liability.
 - e. Selection/Rejection for VM4NC (08/06) is required if UMPD is rejected or selected at a limit lower than standard PD Liability.
 - f. In not properly selected/rejected using the correct form, UMPD will be added at a limit equal to standard PD Liability.
4. **MEDICAL PAYMENTS (MP)**
- a. This is an optional coverage.
 - b. Limits of \$1,000, \$5,000 and \$10,000 are available.
 - c. If purchased:
 - (1) MP must be purchased for all units.
 - (2) Each unit must be charged for the coverage.
 - (3) The limits must be the same for all units.
5. **COMPREHENSIVE AND COLLISION**
- a. These are optional coverages.
 - b. Collision is not available without Comprehensive.
 - c. Comprehensive is available without Collision.
 - d. Deductibles:

- (1) \$100, \$250, \$500 and \$1,000 options are available. Different options may be chosen for either coverage (i.e. \$100 Comprehensive and \$500 Collision).
- (2) The Comprehensive and/or Collision deductibles will apply to Accessory Coverage. (There is no separate deductible for Accessory Coverage.)

6. ACCESSORIES

- a. Comprehensive Coverage for the insured unit is required.
- b. Accessories are:
 - (1) any items (including those made by the manufacturer of the unit) that were not originally included by the manufacturer of the unit as identified by the VIN of the unit.
 - (2) any trailer designed to be pulled by the or off-road unit. Trailers designed to carry any motorcycle or off-road unit are not considered "Accessories" under this definition.
- c. Accessory Coverage is automatically included at a limit of \$1,000, with the option to purchase additional coverage. Accessory Coverage is available up to a maximum limit of \$15,000.
- d. Rating is done on a per \$100 basis for Accessory Coverage in excess of \$1,000.

7. SAFETY APPAREL

- a. Included when Collision Coverage is purchased.
- b. Provides Collision Coverage for apparel specifically designed as motorcycle safety apparel, including helmets.
- c. Comprehensive (theft, etc.) Coverage is not provided for Safety Apparel.
- d. \$1,000 Safety Apparel Coverage is automatically included on each policy at no charge. Helmet coverage is provided at a sub-limit of \$400 per helmet, not to exceed \$800 per accident.
- e. Increased Safety Apparel Coverage is not available.
- f. This coverage does not apply to any of the following:
 - (1) Safety apparel not owned by the listed policyholder(s).
 - (2) Any patches, logo, pins, airbrush artwork, etc., unless included as original by the manufacturer of the safety apparel.
 - (3) Safety apparel, unless the damaged safety apparel is made available to American Modern Insurance Group for inspection upon request.
 - (4) A helmet not specifically designed and approved for motorcycle or off-road use.
 - (5) Any helmet radio transmitting or receiving equipment, including equipment provided with the helmet by the original manufacturer.

DISCOUNTS

Discounts, with the exception of the Loss-Free Renewal are subject to a maximum of 30%. All eligible discounts will be assigned, but the maximum will be capped.

A valid motorcycle license/endorsement, while not treated as a true “discount”, will result in a reduced rate. **Proof required for this discount: copy of driver license.**

With the exception of the Multi-Unit and Loss-Free Renewal discounts, adequate documentation must be provided for discount eligibility. The documentation must accompany the application or the discount(s) will be removed until such documentation is submitted and approved.

1. 5% – 10% TRANSFER DISCOUNTS

- a. **Proof required for this discount: Previous insurance carrier’s declarations page or ID card.**
- b. Previous coverage must have been maintained with a different carrier for a continuous year prior to the effective date of the policy.
- c. If there is no lapse in coverage, the insured will receive the 10% discount.
- d. If there is a lapse in coverage between 1 and 30 days, the insured will receive the 5% discount.
- e. Previous American Modern policies do not qualify for the Transfer Discount.
- f. This discount will be removed at the first renewal.

2. 10% HOMEOWNER DISCOUNT

- a. **Proof required for this discount: A homeowner’s declarations page.**
- b. This discount will apply when the insured owns a home, condominium or mobile home.

3. 10% MULTI-UNIT DISCOUNT

More than one unit must be insured under the same policy.

4. 10% – 15% LOSS-FREE RENEWAL DISCOUNTS

- a. 10% will be applied at the first renewal, and 15% will apply at the second and subsequent renewals.
- b. If combined, paid losses that exceed \$300 during any period where no discount has been applied, subsequent renewals will receive no discount.
- c. If combined, paid losses that exceed \$300 during any period where a 10% discount has been applied, subsequent renewals will receive no discount.
- d. If combined, paid losses that exceed \$300 during any period where a 15% discount has been applied, subsequent renewals will be reduced to a 10% discount.

SURCHARGES AND FEES

1. DRIVING RECORD SURCHARGES

- a. Assign points as follows:
 - (1) Minor Violation, 1 point each
 - (2) Intermediate Violation, 2 points each
 - (3) At-Fault Accident, 3 points each
 - (4) Major Violation, 5 points each
- b. Charge for points as follows:
 - (1) 0 points = 0%
 - (2) 1 point = 15%
 - (3) 2 points = 40%
 - (4) 3 points = 75%
 - (5) 4 points = 80%
 - (6) 5 points = 95%
 - (7) 6 - 7 points = 100%
 - (8) 8 points = 150%
 - (9) 9 points = 200%
 - (10) 10 points = 250%
 - (11) 11+ points are ineligible

3. 225% INELIGIBLE UNIT SURCHARGE

- a. This surcharge will be applied if any agent has bound a risk that does not fit within our existing guidelines as an eligible unit.
- b. When the surcharge is applied, the risk must be cancelled according to state requirements.
- c. If the surcharge is not applied when the risk is bound, American Modern Insurance Group will apply the surcharge immediately.

ASSIGNMENT OF OPERATORS

For rating purposes, the highest rated operator should be assigned to the highest rated unit that they operate.

If you have questions, please contact your underwriting authority.

HOW TO REACH US WHEN YOU NEED US

TO REPORT A CLAIM OR REACH OUR CUSTOMER CARE SERVICES DEPARTMENT:

Please call: 1-800-543-2644

Fax: 1-800-217-5150

or Report Claims Online:

<http://www.amig.com>

choose "Claims"

select "File a Claim"

select the "Motorcycle/ATV" form

New Loss Notices may be sent to:
American Modern Insurance Group, Inc.

Attn: Customer Care

P.O. Box 5323

Cincinnati, Ohio 45201-5323

TO OBTAIN SUPPLIES:

modernLINK: www.amig.com

modernLINK is available Monday through Friday 7 a.m. - 12 a.m. Eastern
Saturday and Sunday 8 a.m. - 9 p.m.

For assistance contact your modernLINK Profile Administrator located within your office
or contact American Modern's Systems Support Team at 1-866- 527-9583.

Normal Business hours 8 a.m. to 6 p.m. Eastern, Monday - Friday.

Calls received Monday - Friday 6 p.m. - 9 p.m., weekends and holidays 8 a.m. - 9 p.m., will be
answered by voice mail, and a member of Systems Support will return the call within one hour.

E-mail: supply@amig.com

or **Fax:** 1-513-947-4050

If you have a question about supplies, please call:

1-800-759-9008, ext. 5561

When obtaining supplies, please refer to the form number at the lower left hand corner of this page.



AMERICAN MODERN SELECT INSURANCE COMPANY

EXECUTIVE OFFICE

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