

PRODUCER		APPLICANT/NAMED INSURED	
CODE:	SUB CODE:	COMPANY: POLICY #:	EFFECTIVE DATE

CONSUMER BILL OF RIGHTS FOR PERSONAL AUTOMOBILE INSURANCE

AVISO: Este documento plantea sus derechos como asegurado. Usted tiene el derecho de llamar a su compañía y pedirle una copia en español de sus derechos como asegurado.

INTRODUCTION

This Bill of Rights is a summary of your rights and does not become a part of your policy. The Texas Department of Insurance adopted the Bill of Rights and requires insurance companies to provide you with a copy when they issue you a policy.

Texas law gives you certain rights regarding your automobile insurance. This Bill of Rights identifies your most important rights, but it does not include all your rights. Also, there are some exceptions to the rights listed here. If your agent, company, or adjuster tells you that one of these rights does not apply to you, contact the Texas Department of Insurance at 1-800-252-3439 or Consumer Services (111-1A), P.O. Box 149091, Austin, TX 78714-9091.

This Bill of Rights does not address your responsibilities. Your responsibilities concerning your insurance can be found in your policy. Failure to meet your obligations may affect your rights.

INFORMATION

1. You have the right to call the Texas Department of Insurance free of charge at 1-800-252-3439 to learn more about:
 - your rights as an insurance consumer;
 - the license status of an insurance company or agent;
 - an insurance company's financial condition;
 - the complaint ratio and type of consumer complaints filed against an insurance company;
 - an insurance company's rate as compared to the range of rates set by the state; and
 - other consumer concerns.
2. You have the right to a toll-free number to call your insurance company free of charge with questions or complaints. You can find this number on a notice accompanying your policy. This requirement does not apply to small insurance companies.

BUYING INSURANCE

3. Your insurance company or agent cannot make untrue, misleading, or deceptive statements to you relating to insurance.
4. You have the right to be told in writing why you are being denied coverage or why you are being denied access to less expensive coverage offered by other insurance companies represented by your agent. You must request the explanation.
5. Your insurance company must give you the following discounts:
 - 15% reduction to your liability, medical payments, personal injury protection and collision coverages for each type of coverage you have on more than one auto. This right does not apply to some drivers under 25 years old or to coverage through the Texas Automobile Insurance Plan.
 - 30% reduction to your personal injury protection and medical payments coverages if your auto has airbags or automatic seat belts protecting all front seat occupants or 15% reduction if the airbag or automatic seat belt only protects the driver;
 - 10% reduction to your liability, medical payments, personal injury protection, and collision coverages for completion of a defensive driving course within the last three years; and
 - 10% reduction to your liability, medical payments, personal injury protection, and collision coverages for completion of a driver's education course by a driver under 25 years old.

If the name of the insurance company on your policy includes the words "county mutual", you do not have a right to these discounts.

6. You have the right to buy minimum liability, personal injury protection, and uninsured motorist insurance through the Texas Automobile Insurance Plan Association, known as the Plan, if you are rejected for coverage by two insurance companies. You cannot purchase excess limits of liability over the minimum limits.
7. You have the right to pay your automobile insurance premium in installments. For an annual policy, the maximum down payment is 25 percent and the minimum number of equal monthly payments is eight. For a six-month policy, the maximum down payment is 40 percent and the minimum number of equal monthly payments is three. There is a fee for this service.

CANCELLATION/REFUSAL TO RENEW YOUR POLICY

- Cancellation means the policy terminates before the end of the policy period or the insurance company reduces or restricts coverage under the policy.
 - Refusal to renew and non-renewal mean the policy terminates at the end of the policy period.
 - The policy period is shown on the declarations page at the front of your policy.
8. Your insurance company cannot cancel:
- your initial policy after it has been in effect for 60 days; or
 - your renewed policy at any time unless:
 - you don't pay your premium when due;
 - you make a fraudulent claim;
 - your driver's license or car registration is revoked or suspended; or
 - the driver's license of any household resident or person who customarily drives a covered auto is suspended or revoked. If you agree to exclude coverage for that person, the insurance company cannot cancel your policy for this reason.
9. An insurance company cannot refuse to renew your policy solely because of any of the following not-at-fault claims:
- claims involving damage from a weather-related incident that does not involve a collision, like damage from hail, wind or flood;
 - accidents or claims involving damage by contact with animals or fowls;
 - accidents or claims involving damage caused by flying gravel or flying objects; however, if you have three of these claims in a three year period, the insurance company may raise your deductible on your next renewal date;
 - towing and labor claims; however, once you have made four of these claims in a three year period, the company may eliminate this coverage from your policy on your next renewal date; and
 - any other accident or claim that was not your fault unless you have two or more of these claims or accidents in a one year period.
10. If your insurance policy is for less than one year, your insurance company must renew that policy until the policy has been in effect for one year. Your insurance company may only refuse to renew your policy effective on the anniversary of the policy's original effective date. For instance, if your policy was originally effective on January 1, 1992, the insurance company must renew your policy to provide coverage until January 1, 1993 and may only refuse to renew your policy effective January 1 of any year.
11. You have the right to cancel your policy at any time and receive a refund of the remaining premium. The refund will be paid to you unless your premium was financed through a premium finance company. In that case, the refund will be paid to the premium finance company to reduce the amount you owe on your loan.
12. To cancel your policy, your insurance company must mail you at least 10 days notice of cancellation.
13. If the insurance company does not mail you notice of non-renewal at least 30 days before your policy expires, you have the right to require that your policy be renewed.
14. You have the right to a written explanation of an insurance company's decision to cancel or not to renew your policy. You must request the explanation.
15. If your marital status changes, you have the right to continue your insurance coverage. You have a right to a new policy in your name that has coverages equal to your prior policy benefits. The insurance company cannot date the new policy so that a gap in coverage occurs.

CLAIMS

16. You have the right to reject any settlement amount, including any valuation, offered by the insurance company.
17. The insurance company must tell you in writing why your claim or part of your claim was rejected.
18. When you file a claim on your own policy, you have the right to have your claim processed and paid promptly. If the insurance company fails to meet the claims processing and payment deadlines in your policy, you have the right to collect 18% annual interest and attorney's fees in addition to your claim amount.

Generally, your insurance company must approve or deny your claim within 36 days after the company receives notice of your claim (plus the time you take to provide requested information) unless the company notifies you that more time is needed and tells you why. This additional period of time cannot exceed 45 days.

If your claim is approved, your insurance company must pay the claim within 5 business days after they notify you they have accepted the claim.

If your claim results from a weather-related catastrophe or other major natural disaster as defined by the Texas Department of Insurance, your insurance company may take 45 more days to approve or deny your claim and 15 more days to pay your claim.

19. You have the right to choose the repair shop and replacement parts of your choice for your vehicle. An insurance company may not specify the brand, type, kind, age, or condition of parts or products used to repair your auto or the person or repair shop to repair your damaged auto.
20. Your insurance company must refund your deductible if damage to your auto was caused by another person and your company did not bring an action against that person or give you the right to sue that person within six months after your claim is filed.
21. You have the right to be treated fairly and honestly when you make a claim. If you believe an insurance company has treated you unfairly, call the Department of Insurance.

DISCRIMINATION

22. An insurance company cannot discriminate against you in the following ways:
 - An insurance company cannot refuse to insure you, or offer you different terms, conditions or benefits because of your race, color, sex, or marital status.
 - An insurance company cannot use your race, color, religion, or national origin to determine your rate.
 - An insurance company cannot refuse to renew your policy because of your race, color, religion, marital status, sex, age, or national origin.
23. Unless the insurance company has a statistically justified basis:
 - An insurance company cannot refuse to insure you, or offer you different terms, conditions or benefits because of a disability.
 - An insurance company cannot use your sex (if you are 25 or over), age (if you are 25 or over and under 65), marital status (if you are 25 or over), or disability, to determine your rate.
 - An insurance company cannot refuse to renew your policy because of your disability or where you live.

Insurance companies must be able to prove that the difference between differently rated groups is based on verifiable statistical differences. To do this they must show that there are differences between the costs of insuring one group (defined by sex, marital status, etc.) and other groups. They must also prove that these different costs cannot be explained by any other characteristic of the policyholders within that group.

ENFORCING YOUR RIGHTS

24. You have the right to complain to the Texas Department of Insurance about any insurance company and/or insurance matter and to receive a prompt investigation and response to your complaint. To do so, you should:
 - call 1-800-252-3439;
 - write to the Texas Department of Insurance, Consumer Services (111-1A), P.O. Box 149091, Austin, Texas 78714-9091; or
 - fax your complaint to (512) 475-1771.
25. If an insurance company violates your rights, you have the right to sue that company in court, including small claims court, with or without an attorney, or file a complaint with the Texas Department of Insurance.
26. You have the right to demand appraisal to resolve a dispute over the amount of your property loss. The insurance company also has the right to demand appraisal. In either case, you must pay a portion of the costs of the appraisal. The appraisal decision is binding on you and the insurance company as to the amount of the loss only.
27. You have the right to ask in writing that the Texas Department of Insurance make or change rules on any automobile insurance issue that concerns you. Send your written request to: Texas Department of Insurance, Attn: Commissioner (112-1A), P.O. Box 149104, Austin, TX 78714-9104.