

# **Application for Insurance**

**Personal Auto Policy** Date: 04/30/2020

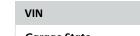
# **Total Policy Premium** \$3,423.89

### Named Insured

**Daniel Aguilar** McKenzie Benedict 3207 SAGE RIVER DR FORT WORTH, TX 76177

| Policy Number | Policy Period       | Coverage is provided by the following State Auto Company |
|---------------|---------------------|--|
| 1000816756    | 05/01/20 - 05/01/21 | Home State County Mutual Insurance<br>Company            |

Policy period begins and ends at 12:01 a.m. standard time for the vehicles identified.



| VIN               |
|-------------------|
| Garage State      |
| Garage Zip        |
| Ownership         |
| Vehicle Usage     |
| Offering          |
| Discounts Applied |
|                   |

Your Covered Vehicles

Veh 1: 2012 DODGE **AVENGER SE** 1C3CDZAB5CN221384 ΤX 76177 Named Insured Pleasure Standard Anti-Theft Device

Veh 2: 2020 TOYOTA C-HR LE/XLE/LIMITED JTNKHMBX6L1072706 ΤX 76177 Named Insured Pleasure Standard

Anti-Theft Device

APPLICANT HAS DISCLOSED ALL OWNERSHIP, USAGE, AND GARAGING INFORMATION REGARDING THE LISTED VEHICLES.

## **Questions?**

STATE AUTO

StateAuto.com

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (877) 531-5464.

### **Your Covered Drivers**

| Driver Name       | Gender | Marital Status              | Relationship to Named<br>Insured | Driver Status |
|-------------------|--------|-----------------------------|----------------------------------|---------------|
| Mckenzie Benedict | Female | Married/Domestic<br>Partner | Spouse                           | Rated         |
| Daniel Aguilar    | Male   | Married/Domestic<br>Partner | Self                             | Rated         |

APPLICANT HAS DISCLOSED ALL RESIDENTS AND DEPENDENTS (LICENSED OR NOT) AND ALL REGULAR OPERATORS.

### **Your Policy Level Coverages**

| Coverage        | Limit/Deductible                               |
|-----------------|--|
| Bodily Injury   | \$50,000 per person/<br>\$100,000 per accident |
| Property Damage | \$50,000                                       |

Veh 1: 2012 DODGE **AVENGER SE** 1C3CDZAB5CN221384

Premium \$377.47 \$265.18

Veh 2: 2020 TOYOTA C-HR LE/XLE/LIMITED JTNKHMBX6L1072706

| Premium  |
|----------|
| \$337.59 |
| \$237.70 |



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# Your Policy Level Coverages

| Coverage   | Limit/Deductible                              |
|--|---|
| Personal Injury Protection                         | \$2,500                                       |
| Uninsured / Underinsured<br>Motorist Bodily Injury | \$30,000 per person/<br>\$60,000 per accident |
| Roadside Assistance Coverage                       | 100 Miles                                     |

### 

| 221384  | JTNKHMBX6L1072706 |  |
|---------|-------------------|--|
| Premium | Premium           |  |
| \$63.62 | \$37.89           |  |
| \$80.42 | \$80.34           |  |
| \$19.15 | \$20.88           |  |

Veh 2: 2020 TOYOTA

## Your Vehicle Coverages

| Coverage                           |  |
|------------------------------------|--|
| Other Than Collision               |  |
| Collision                          |  |
| Uninsured Motorist Property Damage |  |
| Transportation Expenses            |  |

**Total Premium** 

| Veh 1: 2012 DODGE |  |  |
|-------------------|--|--|
| AVENGER SE        |  |  |
| 1C3CDZAB5CN221384 |  |  |

Veh 1: 2012 DODGE

|                      |            | -  |
|----------------------|------------|----|
| .imit/<br>Deductible | Premium    | L  |
| \$500                | \$192.54   | \$ |
| \$500                | \$570.33   | \$ |
| \$25,000/<br>\$250   | \$38.93    | \$ |
| 50/1500              | \$26.65    | 5  |
|                      | \$1,634.29 |    |

### Veh 2: 2020 TOYOTA C-HR LE/XLE/LIMITED JTNKHMBX6L1072706

| Limit/<br>Deductible | Premium  |
|----------------------|----------|
| \$500                | \$255.83 |
| \$500                | \$742.19 |
| \$50,000/<br>\$250   | \$42.53  |
| 50/1500              | \$26.65  |
|                      |          |

29 \$1,781.60

## Questions?

STATE AUTO

StateAuto.com

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.** 

Contact your independent agent at (877) 531-5464.

### Taxes and Fees

| Motor Vehicle Crime Prevention Autho explanation) | rity Fee (See enclosed |
|---|------------------------|
|   | Total Taxes and Fees   |

### Veh 1: 2012 DODGE AVENGER SE 1C3CDZAB5CN221384

| Amount |        |
|--------|--------|
|        | \$4.00 |
|        | \$4.00 |

### Veh 2: 2020 TOYOTA C-HR LE/XLE/LIMITED JTNKHMBX6L1072706

| Amount |
|--------|
| \$4.00 |
| \$4.00 |

### **Your Discounts**

Multi-Car Discount

State Auto Startup Discount



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### **NOTICE OF INSURANCE INFORMATION PRACTICES (PRIVACY)**

Personal Information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals.

Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization.

Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score.

You may have the right to review your personal information in our files and request correction of any inaccuracies.

You may also have the right to request in writing that we consider extraordinary life circumstances in connection with the development of your credit score. These rights may be limited in some states.

Please contact your agent or broker to learn how these rights may apply in your state or for instructions on how to submit a request to us for a more detailed description of your rights and our practices regarding personal information.

#### APPLICABLE IN ARIZONA:

As described in ARIZONA revised statute 20-2104(D), a credit report or other investigative report about you may be requested in connection with this application for insurance. Any information which we have or may obtain about you or other individuals listed as policyholders on our policy will be treated confidentially. However, this information, as well as other personal or privileged information subsequently collected, may under certain circumstances, be disclosed without prior authorization to non-affiliated third parties. We may also share such information with affiliated companies for such purposes as claims handling, servicing, underwriting and insurance marketing.

You have the right to see personal information collected about you, and you have the right to correct any information which may be wrong.

Also, pursuant to ARIZONA revised statute 20-2104(C), if you are interested in obtaining a complete description of our information practices, and your rights regarding information we collect, please write us at the address provided with your policy.



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### FRAUD STATEMENTS

### Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

### Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

### Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

### Applicable in KS

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

### Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*.

### \*Applies in NY Only.

### Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits.

\*Applies in ME Only.



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### **NOTICE**

Please note that your initial premium payment for your first policy period is a pre-condition to your policy becoming effective and represents your acceptance of the policy. If your premium payment is not received or does not clear for any reason, you will not have a policy or any coverage.

For any premium payment to be valid and effective, your payment method must be received and clear by the due date.

### **APPLICANT'S STATEMENT**

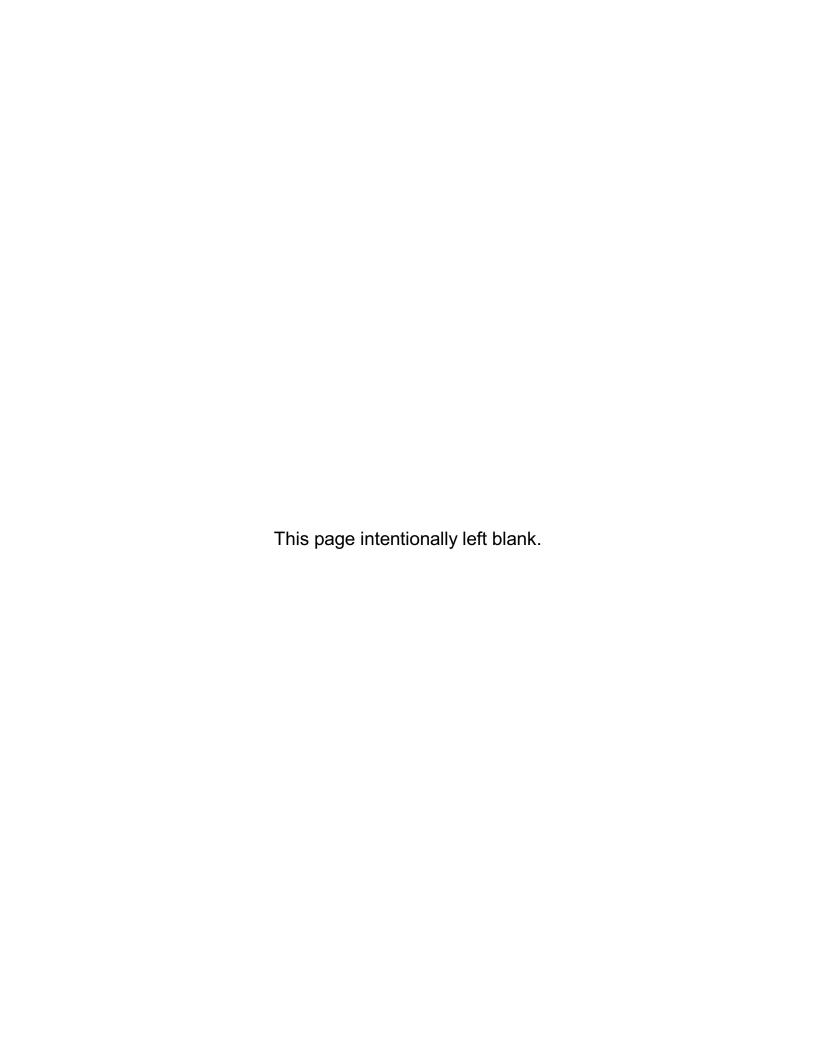
I HAVE READ THE ABOVE APPLICATION AND ANY ATTACHMENTS. I DECLARE THAT THE INFORMATION PROVIDED IN THEM IS TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS INFORMATION IS BEING OFFERED TO THE COMPANY AS AN INDUCEMENT TO ISSUE THE POLICY FOR WHICH I AM APPLYING.

I FURTHER ACKNOWLEDGE THAT FOLLOWING ISSUANCE OF THE POLICY ANY INFORMATION I PROVIDE IN CONNECTION WITH CHANGES TO THE POLICY WILL BE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I HAVE NOT BEEN INVOLVED IN ANY MOTOR VEHICLE ACCIDENT OR SUSTAINED ANY LOSSES IN THE 24 HOURS PRIOR TO MY APPLICATION FOR INSURANCE.

| Annlicent Cinneture |      |  |
|---------------------|------|--|
| Applicant Signature | Date |  |

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IL U 071 01 11

# TEXAS PERSONAL INJURY PROTECTION COVERAGE SELECTION/REJECTION

| Policy Number: 1000816756                           | Policy Effective Date: 05/01/2020       |
|---|---|
| Company: Home State County Mutual Insurance Company | Producer: Agents Alliance Services, LTD |
| Applicant/Named Insured: Daniel Aguilar             |   |

Texas law permits you to make certain decisions regarding Personal Injury Protection Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Personal Injury Protection Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

### **Personal Injury Protection Coverage**

Personal Injury Protection Coverage provides insurance benefits for medical and funeral expenses, loss of income and replacement services expenses to or for an insured who sustains bodily injury caused by an automobile accident.

Unless rejected, Personal Injury Protection Coverage will be provided at limits of at least \$2,500 for each insured injured in an automobile accident.

Please indicate your choice with respect to Personal Injury Protection Coverage from either **A.** or **B.** as follows:

### A. Selection Of Personal Injury Protection Coverage

If you wish to select Personal Injury Protection Coverage, you may do so by initialing next to the appropriate item and signing below:

| (Initials)    |  |
|---------------|--|
|               | I select Personal Injury Protection Coverage at the following limit: |
| (Choose one): |  |
|               |  |

| Place a mark in<br>the appropriate<br>limit selected | Personal Injury Protection<br>Coverage limits<br>(aggregate per person) |
|--|---|
| x  | \$2,500   |
|  | \$5,000   |
|  | \$10,000  |
|  | \$25,000  |
|  | \$50,000  |

OR

### **B.** Rejection Of Personal Injury Protection Coverage

If you wish to reject Personal Injury Protection Coverage, you may do so by initialing and signing below:

| (Initials)                                    |      |
|---|------|
| I reject Personal Injury Protection Coverage. |      |
|   |      |
| Signature Of Applicant/Named Insured          | Date |

**Personal Auto** 

# TEXAS UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION

| Policy Number: 1000816756                           | Policy Effective Date: 05/01/2020       |
|---|---|
| Company: Home State County Mutual Insurance Company | Producer: Agents Alliance Services, LTD |
| Applicant/Named Insured: Daniel Aguilar             |   |

Texas law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

### **UNINSURED MOTORISTS COVERAGE**

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Unless rejected, Uninsured Motorists Coverage will be afforded at limits at least equal to: (1) split limits of \$30,000 for each person, subject to \$60,000 for each accident with respect to bodily injury, and \$25,000 with respect to property damage; or (2) a combined single limit of \$85,000 for each accident, but you may select optional higher limits.

| Please indicate | your | choice | from | either | <b>A</b> . ( | or I | B. as | s follows | 3 |
|-----------------|------|--------|------|--------|--------------|------|-------|-----------|---|
|                 |      |        |      |        |              |      |       |           |   |

| Α. | Selection | of Uninsure | d Motorists | Coverage | Limits |
|----|-----------|-------------|-------------|----------|--------|
|----|-----------|-------------|-------------|----------|--------|

| If you | ı wish t | o select   | Uninsu    | red M  | lotorist | s C  | overa  | age, y | you may   | do  | so by init | ialing next | to the | app | ropr | iate | item(s)   |
|--------|----------|------------|-----------|--------|----------|------|--------|--------|-----------|-----|------------|-------------|--------|-----|------|------|-----------|
| and    | signing  | below.     | Please    | note   | that v   | ve o | only ( | offer  | Uninsur   | ed  | Motorists  | Coverage    | limits | up  | to t | he I | Liability |
| Cove   | rage lin | nits of yo | our polic | y, eve | en thou  | ıgh  | highe  | er lim | its may a | app | ear below  |             |        |     |      |      |           |

Uninsured / Underinsured Motorist Bodily Injury (Split Limit) (no property damage)

\$30,000/60,000

(INITIALS)

| Property Damage | Vehicle Numb   | er: Year Make Model   |
|-----------------|----------------|-----------------------|
| 25,000          | 1: 2012 DODGE  | AVENGER SE            |
| 50,000          | 2: 2020 TOYOTA | A C-HR LE/XLE/LIMITED |

Signature Of Applicant/Named Insured

Date

### B. Rejection of Uninsured/Underinsured Bodily Injury Coverage and/or Uninsured Property Damage

### **Motorists Coverage**

If you wish to reject, you may do so by initialing and signing below.

| (INITIALS)   |  |             |
|--------------|--|-------------|
|              | I reject UM/UIM Bodily Injury Coverage in its entirety   |             |
|              | I reject UM/Property Damage Coverage in its entirety     |             |
| OR           | I reject UM/UIM Bodily Injury Combined Single Limit in i | ts entirety |
| Signature Of | Applicant/Named Insured                                  | Date        |

OPT-TX (10/19) Page 2 of 3

### **Applicant's Acknowledgment**

By my signature, I acknowledge that I have read or I have had read to me – the above explanation and offer of uninsured motorists coverage. I understand that the above explanation of this coverage is intended only to be brief description of uninsured motorists coverage and that any payment of benefits is subject to the terms and conditions of my automobile insurance policy.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding pages have been selected by me. This is the type and amount of insurance coverage I wish to purchase.

Signature Of Applicant/Named Insured Date

### **AGENCY CUSTOMER ID:**

APPLICANT/NAMEDINSURED Daniel Aquilar



AGENCY Agents Alliance Services, LTD

### TEXAS PERSONAL LINES SUPPLEMENT

| POLICY NUMBER 10008167                   | 56  | <b>EFFECTIVE DATE</b> 05/01/2020 | CARRIER Home State | County Mutual | Insurance Compan    | y <b>NAIC CODE</b> 29297 |  |  |  |
|--|---|----------------------------------|--------------------|---------------|---------------------|--------------------------|--|--|--|
|  | USE OF CREDIT INFORMATION DISCLOSURE                          |                                  |                    |               |                     |                          |  |  |  |
| Insurer's Name:                          | Home State County Mutual In                                   | surance Comp                     | any                |               |                     |                          |  |  |  |
| Insurer's Address: 518 East Broad Street |   |                                  |                    |               |                     |                          |  |  |  |
|  | Columbus, Ohio 43215  |                                  |                    |               |                     |                          |  |  |  |
|  |   |                                  |                    |               |                     |                          |  |  |  |
| Telephone Number                         | (Toll free if available): 1-800-4                             | 44-9950                          |                    |               |                     |                          |  |  |  |
|  | II not (choose one) obtain and e credit scoring process.      | use credit inf                   | ormation on you or | any other mem | nber(s) of your hou | sehold as a              |  |  |  |
|  | ns regarding this disclosure, contact the Texas Department of |                                  |                    |               |                     |                          |  |  |  |

Section 559.053 of the Texas Insurance Code requires an insurer or its agents to disclose to its customers whether credit information will be obtained on the applicant or insured or on any other member(s) of the applicant's or insured's household and used as part of the insurance credit scoring process.

If credit information is obtained or used on the applicant or insured, or on any member of the applicant's or insured's household, the insurer shall disclose to the applicant the name of each person on whom credit information was obtained or used and how each person's credit information was used to underwrite or rate the policy. An insurer may provide this information with this disclosure or in a separate notice.

Adverse effect means an action taken by an insurer in connection with the underwriting of insurance for a consumer that results in the denial of coverage, the cancellation or nonrenewal of coverage, or the offer to and acceptance by a consumer of a policy form, premium rate, or deductible other than the policy form, premium rate, or deductible for which the consumer specifically applied.

Credit information is any credit related information derived from a credit report itself, or provided in an application for personal insurance. The term does not include information that is not credit-related, regardless of whether the information is contained in a credit report or in an application for insurance coverage or is used to compute a credit score.

Credit score or insurance score is a number or rating derived from a mathematical formula, computer application, model, or other process that is based on credit information and used to predict the future insurance loss exposure of a consumer.

### SUMMARY OF CONSUMER PROTECTIONS CONTAINED IN CHAPTER 559

### PROHIBITED USE OF CREDIT INFORMATION

An insurer may not:

- (1) use a credit score that is computed using factors that constitute unfair discrimination;
- (2) deny, cancel, or nonrenew a policy of personal insurance solely on the basis of credit information without consideration of any other applicable underwriting factor independent of credit information; or
- (3) take an action that results in an adverse effect against a consumer because the consumer does not have a credit card account without consideration of any other applicable factor independent of credit information.

CD-1

| Δ | GEN | ICY | CUS | TON | 1FR | ID. |
|---|-----|-----|-----|-----|-----|-----|
|   |     |     |     |     |     |     |

An insurer may not consider an absence of credit information or an inability to determine credit information for an applicant for insurance coverage or insured as a factor in underwriting or rating an insurance policy unless the insurer:

- (1) has statistical, actuarial, or reasonable underwriting information that: (A) is reasonably related to actual or anticipated loss experience; and (B) shows that the absence of credit information could result in actual or anticipated loss differences:
- (2) treats the consumer as if the applicant for insurance coverage or insured had neutral credit information, as defined by the insurer; or
- (3) excludes the use of credit information as a factor in underwriting and uses only other underwriting criteria.

#### **NEGATIVE FACTORS**

An insurer may not use any of the following as a negative factor in any credit scoring methodology or in reviewing credit information to underwrite or rate a policy of personal insurance:

- (1) a credit inquiry that is not initiated by the consumer;
- (2) an inquiry relating to insurance coverage, if so identified on a consumer's credit report; or
- (3) a collection account with a medical industry code, if so identified on the consumer's credit report.

Multiple lender inquiries made within 30 days of a prior inquiry, if coded by the consumer reporting agency on the consumer's credit report as from the home mortgage or motor vehicle lending industry, shall be considered by an insurer as only one inquiry.

### **EFFECT OF EXTRAORDINARY EVENTS**

An insurer shall, on written request from an applicant for insurance coverage or an insured, provide reasonable exceptions to the insurer's rates, rating classifications, or underwriting rules for a consumer whose credit information has been directly influenced by a catastrophic illness or injury, by the death of a spouse, child, or parent, by temporary loss of employment, by divorce, or by identity theft. In such a case, the insurer may consider only credit information not affected by the event or shall assign a neutral credit score.

An insurer may require reasonable written and independently verifiable documentation of the event and the effect of the event on the person's credit before granting an exception. An insurer is not required to consider repeated events or events the insurer reconsidered previously as an extraordinary event.

An insurer may also consider granting an exception to an applicant for insurance coverage or an insured for an extraordinary event not listed in this section. An insurer is not out of compliance with any law or rule relating to underwriting, rating, or rate filing as a result of granting an exception under this article.

### NOTICE OF ACTION RESULTING IN ADVERSE EFFECT

If an insurer takes an action resulting in an adverse effect with respect to an applicant for insurance coverage or insured based in whole or in part on information contained in a credit report, the insurer must provide to the applicant or insured within 30 days certain information regarding how an applicant or insured may verify and dispute information contained in a credit report.

### **DISPUTE RESOLUTION: ERROR CORRECTION**

If it is determined through the dispute resolution process established under Section 611(a)(5), Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended, that the credit information of a current insured was inaccurate or incomplete or could not be verified and the insurer receives notice of that determination from the consumer reporting agency or from the insured, the insurer shall re-underwrite and re-rate the insured not later than the 30th day after the date of receipt of the notice.

After re-underwriting or re-rating the insured, the insurer shall make any adjustments necessary within 30 days, consistent with the insurer's underwriting and rating guidelines. If an insurer determines that the insured has overpaid premium, the insurer shall credit the amount of overpayment. The insurer shall compute the overpayment back to the shorter of the last 12 months of coverage; or the actual policy period.

CD-1

**AGENCY CUSTOMER ID:** 

APPLICANT/NAMED INSURED Daniel Aquilar



# TEXAS PERSONAL LINES SUPPLEMENT (SPANISH VERSION)

| <b>POLICY NUMBER</b> 1000816756 | <b>EFFECTIVE DATE</b> 05/01/2020 | CARRIER Home State County Mutual Insurance<br>Company | <b>NAIC CODE</b> 29297 |  |  |  |
|---------------------------------|----------------------------------|---|------------------------|--|--|--|
| EL DECLARACIÓN D                | E DIVULGACIÓN D                  | EL USO DE INFORMACIÓN DE CRÉDITO                      |                        |  |  |  |
| Nombre del asegurador:          | Home State County Mu             | tual Insurance Company                                |                        |  |  |  |
| Dirección:                      | 518 East Broad Street            |   |                        |  |  |  |
|                                 | Columbus, Ohio 43215             |   |                        |  |  |  |

Número de teléfono: (si es posible para llamar gratis): 1-800-444-9950

Nosotros X Sí No (marque uno) obtendremos y usaremos información de crédito de usted o de algún otro miembro de su hogar como parte del proceso de evaluación de crédito para seguros.

Si tiene preguntas con respecto a esta declaración de divulgación puede comunicarse con el asegurador a la dirección o teléfono indicado arriba. Para más información o preguntas llame o escriba al Texas Department of Insurance al 1-800-252-3439 o P.O. Box 149091, MC 111-1A, Austin, Texas 78714.

Sección 559.053 del Código de Seguros de Texas requiere que el asegurador o sus agents informen a sus clientes si van a obtener información de crédito del solicitante o asegurado o de cualquier miembro(s) del hogar del solicitante o asegurado, y también que les informen si van a utilizar la información como parte del proceso de clasificación de crédito para la venta del seguro.

Si el asegurador obtuvo o utilizó información de crédito del solicitante o asegurado, o de cualquier miembro del hogar del solicitante o asegurado, el asegurador tiene que revelar el nombre de cada una de las personas sobre las cuales obtuvo o utilizó los datos, y la manera en que la información de crédito de cada una de dichas personas se utilizó en la evaluación del riesgo o clasificación de la póliza. El asegurador puede suministrar esta información por medio de esta divulgación de datos o en un aviso por separado.

El efecto adverso significa una acción tomada por un asegurador con respecto al proceso de evaluación del consumidor cual resulta en el rechazo de la cobertura, la cancelación o rechazo de renovar la cobertura, o el ofrecimiento al y la aceptación por parte del consumidor de un tipo de póliza, tarifa o deducible que no es el tipo de póliza, tarifa o deducible que el consumidor específicamente solicitó.

Información de crédito consiste de cualquier información en relación a crédito, derivado de un crédito mismo o proporcionado en una aplicación para el seguro personal. El término no incluye información que no es relacionada de crédito, a pesar de si la información se contiene en un informe del crédito o en una aplicación para la cobertura o es utilizada para computar una clasificación de crédito.

La clasificación de crédito o clasificación de seguro es el número o categoría derivado de una formula matemática, de una aplicación de la computadora, un modelo, o de otro proceso que se basa fiado información y utilizado para predecir la exposición futura de pérdida de seguro de un consumidor.

### RESUMEN DE LAS PROTECCIONES AL CONSUMIDOR CONTENIDAS EN EL CAPÍTULO 559

### USO PROHIBIDO DE LA INFORMACIÓN DE CRÉDITO

El asegurador no puede:

- (1) Utilizar una clasificación de crédito que se computa utilizando factores que constituyen discriminación injusta.
- (2) Negar, cancelar o no renovar una póliza de seguro personal únicamente con base a la información de crédito sin prestar consideración a cualquier otro factor independiente de la información de crédito que aplique al proceso de evaluación; o
- (3) Ejercer una acción que provoque un resultado adverso para el consumidor debido a que el consumidor no tiene una cuenta de tarjeta de crédito sin prestar consideración a cualquier otro factor ajeno a la información de crédito.

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El asegurador no puede considerar la ausencia de información de crédito o la inhabilidad para conseguir información respecto al crédito de un solicitante de seguro o asegurado como factor en el proceso de evaluación o clasificación de una póliza de seguro a menos que el asegurador:

- (1) Tenga información estadística, actuarial o razonable de seguros que: (A) sea razonablemente correspondiente a una pérdida actual o anticipada; y (B) muestre que la ausencia de información de crédito puede resultar en diferencias en las pérdidas actuales o anticipadas.
- (2) Trate al solicitante o asegurado como si fuera un consumidor con información neutral de crédito, según definición de el asegurador, o
- (3) Excluya el uso de información de crédito como factor en el proceso de evaluación y utilice solamente otro criterio para la evaluación.

### **FACTORES NEGATIVOS**

Para evaluar o clasificar una póliza de seguro personal el asegurador no puede utilizar en ninguna de sus metodologías de evaluación o revisión de crédito nada de lo mencionado a continuación:

- (1) Una indagación de crédito que no fue iniciada por el consumidor.
- (2) Una indagación respecto a cobertura de seguro, si así esta identificada en un reporte de crédito del consumidor; o
- (3) Una cuenta de cobro con clave industrial médica, si así está identificada en el reporte de crédito del consumidor.

El asegurador tiene que considerar como siendo una sola indagación todas las indagaciones múltiples de acreedores que se hicieron dentro de los 30 días previos a la indagación, si codificadas en el reporte de la agencia reportadora como provenientes de la industria de financiamiento de casa o auto.

### **EFECTOS DE ACONTECIMIENTOS EXTRAORDINARIOS**

El asegurador tiene que, previa solicitud por escrito del solicitante de seguro o asegurado, ofrecer al consumidor cuya información de crédito fue influenciada por una enfermedad o lesión catastrófica, fallecimiento de cónyuge, hijo o padre, pérdida de empleo, divorcio o robo de identidad, las excepciones razonables en sus tarifas, clasificación de póliza o reglamentos de evaluación. En dichos casos el asegurador puede considerar solamente la información de crédito que no fue afectada por el percance o tiene que asignar una clasificación neutral de crédito.

Antes de conceder las excepciones el asegurador puede requerir documentación del acontecimiento, por escrito e independientemente verificable, y del efecto que el percance tuvo en la información de crédito del individuo. El asegurador no es obligado a considerar acontecimientos repetidos o acontecimientos reconsiderados previamente como acontecimientos extraordinarios.

El asegurador también puede considerar otorgar una excepción al solicitante o asegurado por un perchance extraordinario no mencionado en esta sección. El asegurador no estaría infraccionando ninguna ley o reglamento de evaluación, clasificación o tarifas si otorga una excepción bajo este artículo.

### AVISO DE ACCIÓN CON RESULTADO DE EFECTO ADVERSO

Si un asegurador ejerce una acción que resulte en un efecto adverso para el solicitante de seguro o asegurado basándose solamente o en una fracción de la información contenida en el reporte de crédito, el asegurador tiene que suministrar al solicitante o asegurado, dentro de los 30 días, cierta información sobre cómo puede el solicitante o asegurado verificar o disputar la información contenida en el reporte de crédito.

### RESOLUCIÓN DE DISPUTAS Y CORRECCIÓN DE ERRORES

Si por medio de un proceso de resolución de disputas establecido bajo la Sección 611(a)(5) de la Ley de para Reportes Justos de Crédito, Inciso 15 U.S.C. Sección 1681i, según enmiendas, se determina que la información del crédito de un individuo que actualmente está asegurado es inexacta o incompleta o no puede ser verificada, y el asegurador recibe aviso de la determinación de la agencia reportadora de crédito o del asegurado, el asegurador tiene que reevaluar y reclasificar al asegurado a más tardar el treintavo día a partir de la fecha de recibo del aviso.

Después de reevaluar y reclasificar al asegurado el asegurador tiene que hacer cualquier ajuste necesario dentro de los 30 días, consistente con las normas de evaluación y clasificación de el asegurador. Si un asegurador determina que el asegurado ha sobrepagado en su prima el asegurador tiene que acreditarle la cantidad que pagó de más. El asegurador tiene que computar el sobrepago retroactivamente al período más corto de los previos 12 meses de cobertura; o al período actual de la póliza.

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### **HOME STATE COUNTY MUTUAL PROXY**

Proxy Statement: The undersigned herby constitutes and appoints the President of Home State county Mutual Insurance Company with full power of substitution, to be true and lawful proxy and attorney-in-fact for the undersigned, and such officer, or any person, firm or corporation duly appointed in writing as his substitute, is hereby authorized and empowered to vote for the undersigned at the any membership meeting, regular or especial during the existence of an insurance policy contract or renewal thereof between said company and the undersigned, and this proxy and power shall remain in full force and effect until Termination/Expiration of the policy.

| Signatu | ure of Applicant _ |  |  |
|---------|--------------------|--|--|
| Date    |                    |  |  |
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