

PERSONAL AUTOMOBILE

New: February 1, 2017

Renewal: February 1, 2017



Member

• **American Association of Managing General Agents** •

Louis A. Williams & Associates, Inc.

INSURANCE MANAGERS

907 E. Grand * P.O. Drawer 1309 * Marshall, Texas 75671

Louis A. Williams & Associates, Inc.

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*(903) 938-5191
1-800-256-5291*

*Personal Lines Fax (903) 935-7425
Claims Fax (903) 938-0845*

www.louisawilliams.com

Congratulations on being part of the Louis A. Williams & Associates, Inc. family of personal auto producers. We want to express a sincere appreciation for choosing our organization to assist you in the placement of personal auto coverage for your customers.

As one of the oldest active Managing General Agency in Texas, we stand ready to offer our personal assistance when you need us.

The Management of Louis A. Williams & Associates, Inc.

DETERMINATION OF PREMIUM / CREATING AN APPLICATION & BINDING COVERAGE

Our Personal Auto program is designed to simplify the process of quoting and binding coverage and simplify the service processes by direct billing your insureds for policy changes and renewals in addition to monthly payments.

Contact our Marketing Department at ext. 306 to set up a password for our website and then go to www.louisawilliams.com. Click on Agents Log In, then enter username and password to continue to our agent site.

New business applications can be rated and uploaded under Personal Auto/New Auto Quote. The rater can also be accessed through the ITC and Quick Quote comparative raters. Just activate the bridge paths they provide. Signed copies of the app should be emailed to paproducton@marshallsystems.com or faxed to 800/584-2141.

Marketing will set up automatic bank withdrawal so that downpayments (as well as monthly payments made in your office) can be uploaded.

PAY OPTIONS FOR 6 AND 12 MONTH POLICIES

1. Payment in Full. (No Power of Attorney accepted.)
2. Direct Bill/Pay Plan. The insured selects the date of the first monthly payment. A monthly bill will be sent to the insured approximately 10 days prior to the due date and will include an installment fee. The balance on the 6 Month policy will be billed in five [5] monthly installments and the balance on the 12 Month policy will be billed in eleven [11] monthly installments.

Length of Policy Term	Downpayment %	Date of 1 st Monthly Payment
6 Month	16.67%	20 days from inception date and every 30 days thereafter
6 Month	21.00%	25 days from inception date
6 Month	26.00%	30 days from inception date
12 Month	08.34%	20 days from inception date
12 Month	11.00%	25 days from inception date
12 Month	14.00%	30 days from inception date

3. The insured can select one of the Pay Plan options in "2" above and utilize an Automatic Bank draft for monthly payments. To enroll the insured for automatic drafting (EFT), the initial down payment must be collected and submitted along with a signed and completed Electronic Funds Transfer Enrollment Form and a copy of a voided check. Automatic drafting will begin with the 1st payment on a new policy. If policy changes are made that will alter the amount of the insured's monthly payments by more than \$5.00, an amended "Notice of Automatic Withdrawal" will be mailed to the insured at least 10 days prior to drafting a new amount. Otherwise, the old payment amount will be drafted and the new payment amount will begin with the next month's draft. At renewal, the insured will receive a renewal quote and notification of the renewal down payment that will be drafted on his renewal date and coverage will be renewed as of that date unless a written request not to renew the policy is received from the insured.

UPDATES

At the time of production, any premium updates will automatically be processed as part of the initial premium. An explanation of what caused the update, as well as notification that the monthly payments, or monthly draft amounts will be higher than anticipated will be sent to insured.

Updates on policies that were initially paid in full will be handled in a similar manner except the update must be paid in full.

ENDORSEMENTS

The insured should contact the agent for assistance and advice about making policy changes. Requests for change, without additional down payment, will be processed but collection of additional down payment by the agent would be helpful in avoiding uncollectible premium if the policy is canceled at a later date. The endorsement premium will be spread over the remaining payments, or monthly drafts. In certain instances, the size of the additional premium and the number of payments or drafts left in the policy term may make it necessary to issue an immediate Notice of Cancellation. This will be explained to the insured by memo and cancellation could be stopped in most cases upon receipt of the premium requested.

Endorsements will be mailed directly to the insured [and lienholders, if any] with a copy to the agent. The insured will be advised to expect higher monthly installments beginning with their next bill. Refunds created by endorsements will lower the balance due and thus lower the monthly installment beginning with the next bill.

Endorsements on policies that were initially paid in full will be billed directly to insured and will require payment in full. Refund checks on policies paid in full will be made payable to the insured and sent to the insured unless the agent requests that the refund check be sent to the agent for delivery.

PAY OPTIONS FOR 1 MONTH POLICIES

1. When initial policy is prepared, the first renewal billing will be mailed. Thereafter, on receipt of premium, renewal billings will be enclosed with a new dec and ID card.
2. Renewal premium is due 5 days before expiration date. If premium is fully paid prior to expiration date, a new dec and ID card will be mailed along with next month's billing. Coverage expires if premium is not received prior to expiration.
3. If premium is not received prior to expiration, a 2nd notice is mailed 7 days after expiration. The notice reminds insured that the policy expired and offers to rewrite on payment of one month's premium and policy fee, with coverage lapsed through date of postmark on mailing of payment. This offer is void if full premium due is not post marked before the 20th day after the expiration of the policy. (Failure to remit full premium due by this date will require a new application, premium and policy fee in order to produce a new policy.)
4. Each monthly policy extension will be fully earned.
5. Endorsements made during policy term will be made at no premium charge. All policies will be updated at renewal and premium billed appropriately.
6. Premium balances or credits resulting from underpayment and overpayment will be carried over and applied to next billing.

UNDERWRITING RULES & GUIDELINES

Personal Automobile Liability and / or Physical Damage
Effective 02-01-2017 (New) and 02-01-2017 (Renewal)

POLICY - Texas Personal Auto Policy

POLICY TERM - 1 month, 6 month or 12 months.

ELIGIBLE VEHICLES - Privately owned:

1. Private Passenger Automobiles not used commercially or in business.
2. Trucks with a standard pickup bed rated 1 ton or less (gross vehicle weight of 10,000 lbs. or less) not used commercially. Flat beds are not written. Photo required on all 1 ton vehicles.
3. Vans and van-type vehicles not used commercially. Photo required on all 1 ton vehicles.
4. Trucks with a standard pickup bed rated 1 ton or less (gross vehicle weight of 10,000 lbs. or less) and vans and van-type vehicles used by self-employed artisans [painters, plumbers, carpenters, etc.] that driven to and from job sites by the insured or immediate family. Vehicles driven by employees, sub-contractors, or co-workers are not eligible. Flat beds are not written. Photo required on all 1 ton vehicles.

INELIGIBLE VEHICLES

1. All vehicles with fiberglass and/or plastic bodies (Corvett, Fiero) and exotics and some high performance vehicles (400 horsepower or more) including but not limited to the following specific automobiles:

CHEVROLET Camaro SS series and Z series, **FORD** Mustang Cobra, Shelby, Boss, GT, Ford F150 Raptor, Lightning, Harley-Davidson, Tremor and Heritage, **DODGE** Stealth Turbo, Viper, Challenger Scat Pack, SRT Hellcat, SRT8, SRT8 Core, Hellcat, Charger Hellcat, Scat Pack, SRT8, 8 Core, Super Bee, **JAGUAR**, **MERCEDES**, **MITSUBISHI** 3000 Turbo or 3000 GT - Turbo, **NISSAN** 300 ZX, and **PORSCHE**.

2. Vehicles used, and/or designed, for racing or for exhibition or with altered engines. (Modified, souped up, etc.).
3. Long and short term rental and leasing operations.
4. Vehicles used commercially, emergency vehicles, taxis, newspaper delivery, mail collection or delivery (courier service, pizza, fast food, newspapers, etc.). Vehicles driven for a fee such as an Uber Service.
5. Vehicles garaged outside of Texas.
6. Liability on public livery conveyance or bus.
7. Liability on vehicles used for transportation or distribution of munitions and explosives.
8. Liability on caravans, motor coaches, motorhomes, and mobile homes.
9. Liability and Physical Damage coverage on recreational [road buggies, dune buggies] vehicles.
10. Liability and Physical Damage coverage on antique or vintage vehicles, kit-cars, altered, custom built or remodeled vehicles.
11. Physical Damage coverage on any vehicle with cost new or current value in excess of \$45,000.
12. Uninsured Underinsured Motorist Property Damage Coverage on any vehicle with a cost new or current value in excess of \$45,000.
13. OTC without Collision, or Collision without OTC.
14. Physical Damage coverage on a vehicle insured on a 1 month term policy.

INELIGIBLE DRIVERS

1. Any risk with an operator who is engaged in illegal activities or business, whether convicted or not, or who has a criminal record.
2. Any celebrity persons, meaning actors (with a guild and/or association membership), professional athletes, (with league membership), Olympic athletes, college athletes, radio personalities, news broadcasters, musicians, authors/writers (of published works where the income generated from these activities/occupations is more than 30% of the total income for the individual), and models.
3. If the applicant or any driver has been charged with:
 - a. Two or more driving while intoxicated.
 - b. Negligent homicide or murder by auto.
 - c. Hit and run or failure to stop and render aid or leaving the scene of an accident.
 - d. Aggravated assault with a motor vehicle.
 - e. Involuntary manslaughter.
4. Operators with more than 12 points.
5. Any operator with 2 major violations (as defined on our chargeable points chart in rating section).
6. Any operator age 15 or under.
7. Any risk with more than 2 vehicles rated with a "NDV" driver class.

MANDATED COVERAGE

In the event ineligible coverages/vehicles/operators are requested to be endorsed onto a policy or an insured fails to submit signed forms such as rejections/selections of coverage, the policy will be rated with the highest class, 12 points, symbol 17 on liability, symbol 27 on physical damage on 2010 and prior vehicles / symbol 70 on 2011 and later vehicles, as well as being increased 500%; resulting in a maximum of \$20,000 annual premium. The policy will also be Non-Renewed.

DO NOT BIND - Applicable to Liability and Physical Damage

The following risks must be "Submitted" for acceptance:

1. If any applicant is under 18 years of age or 75 years of age or older. (Drivers 75 or older submit with medical questionnaire on company form.)
2. Applicant or any driver who has more than two "At Fault" accidents in the past three years.
3. Risks where the applicant or any driver is either physically or mentally impaired.
4. Military under age 20.
5. Any risk with more vehicles than drivers (reasonable explanations will be accepted).
6. Any vehicle requiring physical damage coverage on stereos, custom radios, and other sound reproducing equipment or citizen band radios, two-way radios, or telephones.
7. Any vehicle requiring coverage for more than \$1,500 in custom equipment.
8. Any applicant whose occupation is related to auto sales or repair. (new and used car lots, body shops and repair garages.)
9. Any risk with a drug offense.
10. Any risk with more than 8 vehicles.

BINDING - Binding is permitted only for producers who are properly appointed.

1. Applications on unacceptable risks or coverages not shown on the rate chart shall not be bound at anytime.
2. Binding is subject to the Company receiving a fully completed and signed application within 72 hours after the effective date unless otherwise authorized. Otherwise, no coverage bound until accepted and acknowledged by the Company.

PHOTOS REQUIRED

- * All one ton pickup trucks. (No flat beds written).
- * Any custom equipment scheduled for coverage.
- * When adding physical damage coverage and/or Uninsured Underinsured Motorist Property Damage coverage to a vehicle that is already on a policy, two (2) photos are required [front and driver side / rear and passenger side] of each vehicle prior to binding coverage.

MEXICO COVERAGE -LIMITED

Endorsement 551, Mexico Coverage- Limited, will be added to each policy.

NAMED NON-OWNER COVERAGE

Automobile Liability coverage may be provided for individuals who do not own a vehicle. The addition of Medical Payments, Personal Injury Protection, or Uninsured / Underinsured Motorists coverage is optional. Endorsement 578A Named Non-Owner Coverage will be attached to the Texas Personal Automobile Policy.

Named Non-Owner Coverage is only available on a 6 month or 12 month term policy. SR-22's are also available on the 6 month and 12 month policy.

When writing Named Non-Owner Coverage, always use the factor for a symbol 98.

RATING CLASSIFICATION & POINTS

515A ENDORSEMENT - (Named Driver Exclusion) is required on each member, age 14 or older, of insured's household if not rated as a driver of insured vehicle(s).

DRIVER CLASSES

Age	Male		Female	
	Married	Single	Married	Single
18 and Under	8MM	8SM	8MF	8SF
19 and 20	7MM	7SM	7MF	7SF
21 and 22	6MM	6SM	6MF	6SF
23 and 24	5MM	5SM	5MF	5SF
25 thru 29	4MM	4SM	4MF	4SF
30 thru 34	DMM	DSM	DMF	DSF
35 thru 39	EMM	ESM	EMF	ESF
40 thru 49	2MM	2SM	2MF	2SF
50 thru 59	1MM	1SM	1MF	1SF
60 thru 64	AMM	ASM	AMF	ASF
65 thru 69	BMM	BSM	BMF	BSF
70 thru 99	CMM	CSM	CMF	CSF
No Driver Vehicle	NDV	NDV	NDV	NDV

*Married means residing with spouse. If not residing with spouse, rate as single. Common law marriage rated as single unless documentation confirming length of common law marriage provided.

ONE VEHICLE POLICY - Use the Driver Class and point total of the driver producing the highest total premium.

MULTIPLE VEHICLE POLICY – Apply the highest rated Driver Class and point total to the highest rated vehicle, the second highest rated Driver Class and point total to the second highest rated vehicle, the third highest rated Driver Class and point total to the third highest rated vehicle, etc.

MORE VEHICLES THAN DRIVERS –Use the Driver Class NDV with zero points for each vehicle to be insured, in excess of the number of drivers. Maximum number of vehicles rated with a “NDV” driver class is two.

POINT SYSTEM

Based on the last 3 years of driving record of the applicant and each drive, list and total for each driver separately.

A charge will be made for all "At Fault" accidents and major violations. Other violations arising out of "At Fault" accidents or major violations will not be charged. In all other instances, multiple violations arising out of the same occurrence shall be rated as 1 violation using the highest point charge applicable.

Example:

5-15-2014 DWI	> 8 Pts.	5-17-2014 1 st Accident	> 3 Pts.
5-15-2014 Accident		5-17-2014 Speeding	
05-16-2014 DWI	> 5 Pts	05-18-2014 Speeding	> 2 Pts.
05-16-2014 Speeding		05-18-2014 Ran Red Light	

CHARGEABLE POINTS		
MAJOR VIOLATIONS	<ul style="list-style-type: none"> Any violation involving use or possession of alcohol or drugs, including refusal of breath test. Driving wrong way on one-way street, driving wrong side of road Fleeing or attempting to elude police Reckless driving Speed Contest (racing), including excessive acceleration Operating a vehicle without consent Operating a vehicle while license suspended or without current license authority including No Drivers License (violation date prior to issue date of license) Use of illegally obtained drivers license ***** <p>Operators charged with, whether or not convicted of, the following violations are not eligible for coverage: * Negligent Homicide (not acceptable) * Felony (not acceptable) * Hit and Run or leaving or failure to stop at scene of accident (not acceptable) * Aggravated assault with motor vehicle (not acceptable) * Involuntary manslaughter (not acceptable) (* See Mandated Coverage Rule)</p>	5 each occurrence If accident & major violation arise out of same occurrence, a charge will be made for both.
VIOLATIONS OTHER THAN MAJOR OR MINOR	<ul style="list-style-type: none"> Careless driving or negligent driving Disregard traffic control officer Failure to observe traffic lights, sign, RR crossing gate or any other traffic control device including failure to stop for a school bus Improper passing Violation of drivers license restriction 	2 each
MINOR VIOLATIONS	<ul style="list-style-type: none"> All other moving violations, including non-restraint of a child. Non-moving violations shall include (but not be limited to) helmet, sticker, equipment or no liability insurance violations. 	0 -1st 2 occurrences 2 - each occurrence in excess of 2
ACCIDENTS	<ul style="list-style-type: none"> All considered at fault unless evidence of operators noncontributory negligence furnished. Determination to be made by Company. All one- vehicle accidents chargeable including hit and run. 	3 - 1st accident 4 – each additional accident (submit if over 2)
MISCELLANEOUS CHARGES	<ul style="list-style-type: none"> On any risk, Drivers with Mexico or International license Drivers with Texas ID Any driver requiring an SR-22 filing 	2 points 3 points 3 points

SURCHARGES

Applied to Other Than Collision and Collision Coverages.
Vehicles

- **Dodge Chargers, Dodge Challengers** **25%**
- **Any aluminum bodied vehicle, including 2015 Ford ½ Ton Pickups** **200%**

DETERMINATION OF TERRITORY

The zip code of the principal garaging location shall be used to determine the territory.

STUDENTS-vehicles operated by students who attend school away from home will be rated according to the territory rates of the school or the home, whichever is higher.

CREDIT DISCOUNTS – Discounts apply to bodily injury, property damage, OTC and collision coverages. No discounts are offered for Drivers Training or Defensive Driving courses. Discounts will be added together before they are applied.

DISCOUNTS [Discounts are allowed on each vehicle.]	New Business		Renewal Business	
	Liability	Physical Damage	Liability	Physical Damage
RENEWAL – If continuously in force with the Company for six (6) months and there has been no at fault accidents.			5%	5%
PRIOR COVERAGE –Texas Administrative Code Rule No. 5.401 will be followed. Acceptable proof includes: a company-issued renewal or non-renewal notice, a declaration page, liability card, or a recent bill with policy effective dates. NO EXCEPTIONS.	10%	10%	10%	10%
MULTI-CAR [No Prior Coverage Discount Allowed] - If more than one (1) car is insured under the same policy and such vehicles are individually owned (husband and wife, resident in same household).	31%	31%	31%	31%
MULTI-CAR [Prior Coverage Discount Allowed] - If more than one (1) car is insured under the same policy and such vehicles are individually owned (husband and wife, resident in same household).	28%	28%	28%	28%
HOMEOWNER - If the Insured owns their own home. (Permanent dwelling, other than mobile or trailer). Proof of home ownership is required.	5%	5%	5%	5%
PREFERRED RISK – If the first named insured shown on the policy declarations is 25 to 69 years of age, no driver on the policy has a major violation in the prior 3 years or requires a SR-22, and there have been no accidents in the prior 3 years involving an undisclosed driver.	13%	10%	13%	10%
EFT PAYMENT / PAYMENT IN FULL DISCOUNT – If the insured authorizes the company to withdraw payments electronically (i.e. checking account, credit card, bank card, bank draft, etc.) or pays the term premium in full.	3%	3%	3%	3%
MAXIMUM DISCOUNTS ALLOWED	59%	56%	64%	61%

LIABILITY LIMIT FACTOR

Bodily Injury	\$ 30,000 / \$ 60,000	Factor 1.05	Property Damage	\$ 25,000	Factor 1.00
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SR-22 FILING

If an SR-22 Filing is required, and drivers license is suspended, send a separate check for the appropriate amount made payable to the Texas Department of Public Safety.

If any SR-22 Filing is required, and driver's license is NOT suspended, there is no fee required.

No commission payable on the Filing Fees.

An SR-22 Filing is only available for Texas licenses.

Not available on 1 month term policies.

Add 3 points to any driver requiring an SR-22 filing.

PHYSICAL DAMAGE DEDUCTIBLES

OTC	\$500 Deductible:	Base Rate Deductible
	\$1000 Deductible:	82% of \$500 Deductible premium
COLLISION	\$500 Deductible:	Base Rate Deductible
	\$1000 Deductible:	77% of \$500 Deductible premium

SYMBOLS - Symbols reflecting a vehicle body style assigned by ISO are used for Bodily Injury and Property Damage coverages on 1991 and later models.

ISO physical damage symbols are used for OTC and Collision coverages on 1991 and later models.

On 1990 and prior models, use a symbol "99" for liability and physical damage.

When writing Named Non-Owner Coverage, always use the factor for a symbol 98.

MISCELLANEOUS COVERAGES

Coverage on Custom Equipment, Towing & Labor, and Rental Reimbursement available only on vehicles with physical damage coverage. Towing & Labor and Rental Reimbursement only sold together.

Per vehicle. (Not available on 1 month term policies.)	6 Month	12 Month
* Towing & Labor (524A) - \$40 per disablement	\$10.00	\$20.00
* Rental Reimbursement (523C) \$25 per day, \$750 maximum	\$20.00	\$40.00
* Towing & Labor and Rental Reimbursement must be sold together.		
* Custom Equipment – per \$100 of value		\$15 / \$100 value

OPTIONAL COVERAGES

If added, coverage must be added to all insured vehicles.

	1 Month	6 Months	12 Months
Medical Payments -\$500 per person	\$8.00	\$50.00	\$100.00
Personal Injury Protection - \$2,500 per person	See Below	See Below	See Below
Uninsured Underinsured Motorist - \$30,000 / \$60,000 Bodily Injury	See Below	See Below	See Below
\$25,000 Property Damage	See Below	See Below	See Below

1 MONTH TERM Coverage	0-5 Points			Over 5 Points		
	PIP	UM-BI	UM-PD	PIP	UM-BI	UM-PD
No Discount	29.00	8.00	8.00	29.00	8.00	10.00
With Renewal/Prior Cov. Discount	21.00	8.00	4.00	29.00	8.00	10.00
Multi-car w/ Renewal/Prior Cov	18.00	6.00	3.00	29.00	8.00	8.00
Multi-car w/out Renewal/Prior Coverage	29.00	8.00	7.00	29.00	8.00	10.00

6 MONTH TERM Coverage	0-5 Points			Over 5 Points		
	PIP	UM-BI	UM-PD	PIP	UM-BI	UM-PD
No Discount	170.00	51.00	51.00	170.00	51.00	56.00
With Renewal/Prior Cov. Discount	124.00	48.00	25.00	170.00	51.00	56.00
Multi-car w/ Renewal/Prior Cov	105.00	40.00	22.00	170.00	51.00	51.00
Multi-car w/out Renewal/Prior Coverage	170.00	51.00	42.00	170.00	51.00	56.00

12 MONTH TERM Coverage	0-5 Points			Over 5 Points		
	PIP	UM-BI	UM-PD	PIP	UM-BI	UM-PD
No Discount	339.00	101.00	102.00	339.00	101.00	111.00
With Renewal/Prior Cov. Discount	248.00	95.00	51.00	339.00	101.00	111.00
Multi-car w/ Renewal/Prior Cov	210.00	80.00	43.00	339.00	101.00	101.00
Multi-car w/out Renewal/Prior Coverage	339.00	101.00	85.00	339.00	101.00	111.00

YEAR MODELS

Use the factor for the year model specified by the manufacturer for vehicles insured on 1 month, 6 month or 12 month term policy.

Use the factor for a current year model when writing Named Non-Owner Coverage.

CUSTOM EQUIPMENT

All custom equipment for pickups, vans and utility vehicles must be on file with a specific value and serial number. A photo is required on each item. Company customization form must be completed and an additional premium must be paid. Deductibles shown on OTC and Collision coverages apply.

Not available on 1 month term policies.

WAIVER OF PREMIUM

Return premium of \$7.00 or less, on policies that have cancelled, non-renewed, or expired, will be waived unless requested in writing by the insured.

CANCELLATION

No flat cancellation, unless at Company request. Cancellations are calculated on a pro-rata basis. Cancellation refund checks will be mailed to the insured unless the producer has requested that they be mailed to their office for delivery to the insured.

POLICY FEE - Fully earned, regardless of term.

	1 Month	6 Month	12 Month
	\$11.50	\$68.00	\$131.00
If SR 22 required	Not Available	\$89.00	\$152.00

BILLING INSTALLMENT FEE - A minimum of \$3.00 per month, increased by \$.50 for each \$250 or fraction thereof by which the annual new and renewal premium plus policy fee total exceeds \$500. The installment fee is based upon the new or renewal policy premium and is not adjusted in the event of a premium bearing endorsement to the insurance policy. This fee does not apply to the 1 month term policy.

REINSTATEMENT FEE – \$6.00 per reinstatement. Fee charged when a Notice of Cancellation is rescinded. This fee does not apply to the 1 month term policy.

INSUFFICIENT FUNDS FEE [NSF] – \$35 per occurrence. Fully earned fee charged when a bank refuses to honor a withdrawal [check, EFT, etc.] submitted for premium payment because there were insufficient funds in the account to cover the amount of the withdrawal, the account was closed, the account holder canceled the withdrawal, the account does not exist, etc.

NOTICE

Since it is not possible to make rules to cover every situation, final decisions with respect to acceptance of risk, underwriting, rates, etc., are reserved to the Company.

If an agent makes a quote to an applicant with no prior insurance having no more than one accident and one violation within the past three years and the quote equals or exceeds the premium available through the assigned risk plan also known as the Texas Automobile Insurance Plan Association [TAIPA], the agent must inform the applicant of the approximate costs of coverage available through the assigned risk plan [TAIPA]. Source: Texas Administrative Code, Rule §5.401(d).