The Pennsylvania Insurance Department is here to help you understand automobile insurance. In the next few pages you will learn about auto insurance, types of coverage available, and some tips on how to shop and what to do if you are in an accident.

Insurance coverages and policies can vary, so you should consult your policy or contact your insurance agent or company to get specific information about your coverage.
What Is Automobile Insurance?

Automobile insurance is a contract between you and your insurance company. It protects you against financial loss if you are in an auto accident. Auto policies contain a variety of required and optional coverages. You agree to pay a fee, called the premium, and in return, the insurance company agrees to pay for certain losses as defined in your policy. Having the right insurance coverage may prevent you from suffering a large financial loss in the event of an automobile accident.

Is Auto Insurance Mandatory in the Commonwealth?

Drivers must purchase and maintain auto insurance to legally drive in Pennsylvania. This is called maintaining “financial responsibility” on your vehicles. A lapse in insurance coverage may result in the suspension of your vehicle registration. Operating a vehicle without the required insurance may result in a fine, the suspension of your driver’s license, and the forfeiture of your license plate and registration sticker. Restoration fees and proof of insurance must be provided prior to having either registration or driving privileges returned. Insurers are required to report policy terminations to PennDOT. Drivers are responsible for providing proof of continuous coverage.

What Are the Required Coverages in Pennsylvania?

When you purchase auto insurance, there are certain coverages that are required and others that are optional. The required coverages are:

**Medical Benefits**

This coverage pays the medical bills for you and others who are covered by your policy, regardless of fault, if there are injuries resulting from an accident.

The **minimum limit** is $5,000. Higher **limits** are also available.

**Bodily Injury Liability**

If you injure someone in an auto accident, this coverage pays damages for which you are liable, such as medical and rehabilitation expenses. The **minimum limit** is $15,000/$30,000. The $15,000 pays for injuries to one person, while the $30,000 represents the total available for one accident. Higher **limits** are also available.

**Property Damage Liability**

If you damage someone’s property (such as his or her car) in an accident and you are at fault, this coverage pays for repairs to that property. The **minimum limit** is $5,000. Higher **limits** are also available.

Some companies offer a combined single limit of $35,000 which meets the **bodily injury liability** and **property damage liability** minimum requirements.

Required coverages in Pennsylvania:

- ★ Medical Benefits
- ★ Bodily Injury Liability
- ★ Property Damage Liability

What Are the Optional Coverages in Pennsylvania?

Auto insurance policies also offer a variety of additional optional coverages that can be purchased. These include:

**Uninsured Motorist (UM)**

This coverage applies to you, relatives residing in your household, and your passengers if injured by an at-fault uninsured motorist or hit and run driver. This does not cover damage to property.

Please refer to the Glossary found on page 11 for definitions of the terms in bold face.
Underinsured Motorist (UIM)

This coverage applies to you, relatives residing in your household, and your passengers if injured by an at-fault motorist who does not have enough insurance to pay your claim. This does not cover damage to property.

Stacking of UM or UIM

When you stack your UM and/or UIM coverages, your limit of coverage for each covered vehicle on your policy is multiplied by the number of vehicles on the policy. You can also stack your UM and/or UIM coverages to receive uninsured or underinsured motorist coverage from more than one policy under which you are insured. By law, stacked coverage applies unless you reject it. You will pay less in premiums if you reject stacked coverage.

Funeral Benefit

Funeral Benefits pay, up to the limit specified in the policy, for funeral expenses if you or a family member dies as a result of an auto accident, regardless of who was at fault in the accident.

Income Loss

This pays a portion of your lost wages when injuries sustained in an auto accident keep you from working.

Collision

Collision coverage pays to repair damage to your car as a result of an accident. Most banks or lenders require you to buy this coverage to receive a car loan. Under Pennsylvania law, the insurance company applies a $500 deductible unless you request a lower amount. Generally speaking, the higher your deductible, the lower your premium.

Comprehensive

Comprehensive coverage pays for theft or damage to your car from hazards such as fire, flood, vandalism, and striking an animal. Most banks or lenders require you to buy this coverage to receive a car loan. There are various levels of deductible that may be purchased.

Extraordinary Medical Benefits

This pays for medical and rehabilitation expenses that exceed $100,000, up to a maximum limit of $1.1 million.

Accidental Death Benefit

Accidental Death Benefit pays a specified dollar benefit to the personal representative of a person who dies as a result of injuries sustained in an auto accident.

Rental Reimbursement Coverage

Rental Reimbursement Coverage pays—up to the limit on your policy, your expenses to rent a vehicle if the vehicle on your policy sustains a covered comprehensive or collision loss.

Towing Coverage

This reimburses you, up to the limit of your policy, for towing and labor costs for your covered vehicle. This coverage is usually only available if comprehensive and collision is carried on your vehicle.

GAP Coverage

Guaranteed Asset Protection (GAP) will pay the difference between an insurance company’s payment for a totaled vehicle and the balance of a vehicle loan. This
coverage is traditionally purchased when an individual is buying a new vehicle. These policies do not pay for deductibles, missed payments, or late fees and many times have a limit to the amount they will pay. Check your policy carefully when choosing to add GAP coverage.

How Are Rates Determined?

When you are ready to purchase insurance, the insurance company or producer (agent) will ask you a series of questions and, based on your answers, will decide whether or not they will accept you as a policyholder. This practice is known as underwriting. By law, insurance companies may not unfairly discriminate by using underwriting standards based on things such as race, religion, nationality, ethnic group, age, gender, family size, occupation, place of residence, and marital status.

Certain items will be taken into consideration when figuring your premium, such as the type and age of the vehicle, its safety features, where the vehicle is garaged, the average number of miles driven in a year, the coverages and limits chosen for the policy, and the driving history of the drivers, to name a few. Some companies may use your credit history when determining your premium. Companies cannot use it to increase your rate when you renew. By law, insurance companies are prohibited from charging different rates based on an applicant’s race, religion, national origin, and gender.

What Should I Know Before I Start to Shop?

You need to know what coverages you want, as well as the limits and deductibles you desire. Also, you should have the following basic information available on all drivers in your household:

- All drivers’ names, ages, and marital statuses;
- Driving record (accidents and moving violations);
- Estimated annual mileage driven;
- Full vehicle identification number;
- Year of vehicle;
- Cost of vehicle; and
- Special equipment, such as anti-theft devices, airbags, etc.

By law, insurance companies are prohibited from charging different rates based on an applicant’s race, religion, national origin, and gender.

Teen Drivers

Insuring a teen driver is often a significant additional cost for parents. Some companies require that a teenager be added to the policy upon obtaining his/her learner’s permit. Check with your insurance company to determine their requirements. Many companies consider younger drivers to be a higher risk, and this often translates into higher premiums.

Your child may be eligible for discounts. Ask your insurance company if discounts are offered for good grades or completed driver education courses.

Mature Drivers

Taking a driver safety training course is an excellent way to keep your driving skills sharp, and it can also earn you a reduced rate on your car insurance if your carrier offers such a discount. Pennsylvania law requires insurance companies to provide at least a five percent premium discount for each vehicle on an auto policy under which all named insureds are 55 years of age or older and have successfully completed a driver improvement course that meets the standards of PennDOT.
Individuals must take an approved course every three years to continue to be eligible for the discount. They may be disqualified if, within three years of completing the course, they are involved in a chargeable accident, convicted of a moving violation, or are convicted—or have Accelerated Rehabilitative Disposition (ARD)—for driving under the influence of alcohol or a controlled substance.

Insurance companies recognize that mature drivers face unique challenges as they get older, and they will reward those mature drivers who take the initiative to minimize risk by enrolling in approved driver training courses.

Know How to Save

Discounts

Most insurance companies offer discounts for safer drivers, safer cars, drivers with multiple types of policies, good students, and more. There are also a variety of discounts that are required by law, like the mature drivers discount mentioned above. Ask your insurance company today and you could start to save.

Limited or Full Tort

If you are in an automobile accident, you are able to recover out-of-pocket medical and certain other expenses. Limited tort offers you significant savings on your premium but you are not able to recover certain damages—such as payments for pain and suffering—unless the injuries meet one of the exceptions in the law. With full tort, you have unrestricted rights. If you fail to specially elect limited tort, you will be deemed to have elected full tort.

Deductibles

By choosing higher deductibles on comprehensive and collision coverage, you may be able to lower your policy cost. Just remember that the deductible you choose is what you are responsible for paying out of your pocket in the event you file a claim.

Where to Buy Insurance

Now that you know all about what to look for when choosing your auto insurance, let’s talk about where to buy a policy.

Agents

Agents are individuals available locally to address your car insurance needs. Local agents can be independent or captive. If your agent is independent and not exclusive to one insurance company, he or she can compare policies and sell you the one that best meets your needs from among the multiple insurance companies he or she represents. If your local agent is a captive agent, he or she exclusively represents one insurance company.

Direct

Some insurance companies sell their policies directly over the phone or Internet without using agents. In some cases, you can choose to interact with a direct company exclusively over the Internet.

A good rule of thumb is to get quotes from at least three different insurance companies. Make sure your quotes are for the exact same coverages and limits. Cost can vary significantly among companies. Ask for copies of the insurance policies. It is important to read the policies to understand the differences in coverage from policy to policy and especially what is excluded. No two policies are exactly the same.

Things to Keep in Mind

Make sure you know the length of the policy term. The most common policy terms are six months (semi-annual) and one year (annual). While policies sold for a term of less than one year may require less money up front, they will be re-priced at the end of the policy term. Keep in mind that an insurance
A company can only non-renew you on the annual anniversary of when your policy was initially written, even if the policy term is less than 12 months.

Many companies have payment plans that allow you to pay the premium over a period of time, sometimes for an extra fee. If you decide to buy a policy on a payment plan, find out the applicable installment fees.

If you use a premium finance company to pay for your insurance, the monthly payments may be easier, but the total of payments could be larger. Finance agreements are separate contracts that often include a limited power of attorney that gives the finance company some authority over the termination of your policy. Moreover, if the policy is cancelled, the insurance company must remit all return premiums to the finance company, which will apply them to your account.

Personal effects and equipment such as cellular telephones, compact discs, CD players, and custom stereo speakers and systems that are not permanently installed in the vehicle by the manufacturer generally are not covered, unless specifically declared and added to the policy.

Read before you sign. Remember, you are ultimately responsible for the accuracy and completeness of the information on your application.

Should You Drop Comprehensive and/or Collision Coverage on an Older Car?

It may not be cost-effective to have comprehensive or collision coverage on cars worth less than $1,000.

What Happens if I Can’t Get Auto Insurance Because of My Driving History?

Pennsylvania’s Assigned Risk Plan is a program that offers car insurance to those who are unable to get coverage on their own. All insurance companies writing automobile insurance in the commonwealth are required to participate in the plan. Applicants are assigned to insurance companies in proportion to the amount of business each company writes in the commonwealth. To learn more about the Assigned Risk Plan you can visit www.pafairplan.com or contact the plan’s customer service office at (401) 946-2800 or toll-free at (800) 477-6146.

After You Purchase Insurance

After you purchase automobile insurance you will receive your policy. Your policy is a contract between you and your insurance company. You should take time to read your policy. Every policy includes a declarations page. The declarations lists the insurance company, your name, the policy number, vehicles, coverages, deductibles, limits, cost of premium, and effective and expiration dates. If you have questions, contact your insurance agent or company. They are responsible for serving your policy, including responding to any questions you may have regarding the terms in your policy. If you purchased a policy directly from the insurance company, a company representative should be able to respond to your questions. If you still have questions, you may choose to email, write, or call the Pennsylvania Insurance Department’s Bureau of Consumer Services. We will be happy to answer your questions.

Be sure to pay your premium. Pennsylvania law does not require companies to extend a grace period for premium payments. If your insurance company does not receive your premium by the due date, the company can cancel your policy.
Keep your proof-of-insurance card in your car at all times.

What Should I Do if I Receive a Cancellation or Non-Renewal Notice from My Insurance Company?

First, contact your insurance producer (agent) or company for specific details. Pennsylvania law allows companies to cancel or non-renew policies for certain reasons. If you still are not satisfied with your company’s explanation, submit a statement detailing the reasons you disagree with the action to the Pennsylvania Insurance Department. To preserve your appeal rights, the statement must be received by the Insurance Department within 30 days of the company’s mailing of the notice.

What if I Don’t Understand All the Terms in My Policy? What Should I Do?

Discuss with your insurance producer (agent) or company the terms in your policy. If you purchased your policy directly from the insurance company, a company representative should be able to respond to your questions. If you still have questions, you may choose to write or call the Pennsylvania Insurance Department’s Bureau of Consumer Services.

What Do I Do if I Am in an Accident?

If you are in an accident you should exchange information with the other driver. If there are injuries, call 911. Be sure to obtain the name, insurance company name, and phone number of each of the other drivers. If you cannot obtain this information, write down the license plate number of each of the other drivers.

Other important information is as follows:

★ The year, make, and model of each of the other cars;

★ If there are witnesses, their names and contact information; and

★ If an officer comes to the scene, his or her name, badge number, police report number, and contact information.

After the accident, write down the date, time, and location. If possible, take photos. Write down what happened. This will assist you when reporting the claim to your insurance company.

Filing a Claim

To file a claim, call the phone number on your proof-of-insurance card as soon as possible. The insurance company will assign a claims adjuster to investigate the claim. You should cooperate with the adjuster’s investigation of your claim. Take notes and keep track of the dates of conversations you have with your adjuster.

If you, the insurer, and the claims adjuster disagree, first try to resolve the differences with your insurer.
Your agent may be helpful. Don’t feel rushed or pushed to agree to something you aren’t comfortable with.

Insurance companies, by law, must investigate your claim fairly and promptly.

★ An insurance company has 10 working days to acknowledge its receipt of notice of your claim unless payment is made within these 10 days.

★ If you submitted a claim to your own insurance company, it has 15 working days after receipt of properly executed proofs of loss to inform you that it has accepted or denied your claim or provide you with a written explanation of why more time is needed.

★ An insurance company must complete its investigation within 30 days of its receipt of notice of your claim, unless the investigation cannot reasonably be completed within 30 days. If the investigation cannot be completed within 30 days, for every 45 days thereafter, the insurance company must provide you with an explanation for the delay and state when a decision on the claim may be expected.

Vehicle Repairs

The choice of where your vehicle is repaired is up to you. Be sure to do your research when choosing an auto body repair shop. Some questions to ask:

★ How long has the shop been in business?

★ What is the shop’s reputation in the community?

★ Does the shop offer a lifetime warranty?

★ Has the shop worked with your insurance company in the past?

Whether an insurance company recommended the shop or not, the most important thing is a quality repair.

If you choose an auto body repair shop that charges more than the appraised amount to repair the vehicle, you may be responsible for costs in excess of the appraised amount.

Pennsylvania law permits the use of non-OEM/aftermarket parts but “the operational safety of the vehicle shall be paramount in considering the specification of new parts.” This consideration is vitally important for parts involving the drive train, steering gear, suspension units, brake system, or tires.

Aftermarket parts are usually made by a company different than the original part manufacturer. Be sure to consult with your auto body repair shop or insurance company if you have any safety concerns or part fit concerns when aftermarket parts are used to repair your vehicle. If aftermarket crash parts are included in a vehicle appraisal, it must include a statement that the appraisal has been prepared based on the use of aftermarket crash parts, that the use of these parts voids the existing warranty on the part being replaced, and the aftermarket crash part shall have a warranty equal to or better than the remainder of the existing warranty.

**Ultimately, the insurance company is responsible for returning your vehicle back to its pre-damaged condition.**

Used parts are original equipment (OE) from your vehicle’s manufacturer. Be sure to consult with your auto body repair shop or insurance company if you have any safety concerns about parts being used to repair your vehicle.

Ultimately, the insurance company is responsible for returning your vehicle back to its pre-damaged condition. If the company uses new parts to replace parts damaged on an older model vehicle, you may be responsible for additional costs as the vehicle is in better condition than before the accident.
What Happens if My Vehicle Is a Total Loss?

A vehicle is a **total loss** when the cost to return it back to the pre-damaged condition is more than the value of the vehicle or the vehicle is damaged too severely for repairs. There are different methods that can be used to calculate the replacement value of your vehicle. If you have questions regarding the method used, contact your insurance agent or company.

Many people make monthly payments on their vehicle. Depending on the agreement between the **lienholder** and the owner, the insurance payment can be made directly to the **lienholder**, the owner, or both. If the actual cash value is less than you owe on the vehicle, you may be responsible to pay the difference to the **lienholder**. If you believe your loan is more than the cash value, there are products that are available at that time that may eliminate or offset these costs.

One such product provided by insurance carriers is Guaranteed Asset Protection (GAP) Coverage, which will generally pay the difference between the insurance company’s payment for a totaled vehicle and the balance of a vehicle loan. This coverage is traditionally purchased when an individual is buying a vehicle. GAP coverage does not pay for **deductibles**, missed payments, or late fees and many times there is a limit to the amount it will pay. Check your **policy** carefully when choosing to add GAP coverage. If you have questions about GAP coverage, ask your insurance agent or company.

Another product that may be purchased in relation to a vehicle loan is a Debt Cancellation Agreement (DCA). When this product is sold by the bank issuing the vehicle loan, it is not considered insurance, but it functions similar to GAP Coverage. A DCA is an agreement between the loan issuer and the debtor to cancel any remaining debt if the debtor experiences a **total loss** and the amount of debt on the vehicle exceeds its actual cash value. Also similar to GAP Coverage, this product is traditionally purchased at the time that the vehicle is bought.

The Pennsylvania Insurance Department

Whether you have a general question, or want to file a complaint, you can get help at Consumer Services online at www.insurance.pa.gov or contact us toll-free at 1-877-881-6388.

Auto Insurance Glossary—a Supplement to the Automobile Insurance Guide

These definitions are offered to give you a general understanding of the terms you may hear that are associated with automobile insurance. Please note that your individual company may define similar terms differently. **The definitions page in your policy is the final authority regarding your coverage.**

**Adjuster**

The person who manages the various aspects of a claim and determines what will be paid out in accordance with the policy and the facts.

**Aftermarket Crash Part**

A non-original equipment manufacturer (OEM) replacement part, either new or used, for any of the non-mechanical parts that generally constitute the exterior of the motor vehicle, including inner and outer panels.

**Appraiser**

The person who evaluates the damage caused by an accident or other covered loss and determines the amount to be paid under the policy terms.

**Assigned Risk Plan**

A program where drivers can get coverage when insurance companies are unwilling to sell them a policy.
**Binder**
A short-term agreement that provides temporary insurance coverage until the policy can be issued or delivered.

**Bodily Injury Liability**
If you injure someone in a car accident, this coverage pays damages for which you are liable, such as medical and rehabilitation expenses.

**Cancellation**
The termination of a policy at a date other than its annual anniversary date.

**Claim**
Notice to an insurance company that a loss has occurred which may be covered under the terms and conditions of the policy.

**Collision**
Pays to repair damage to your car as a result of an accident. Most banks or lenders require you to buy this coverage to receive a car loan.

**Commission**
A portion of the policy premium that is paid to an insurance producer (agent) by the insurance company as compensation for the producer’s work.

**Comprehensive Coverage**
Pays for theft or damage to your car from hazards such as fire, flood, vandalism, and striking an animal. Most banks or lenders require you to buy this coverage to receive a car loan.

**Declarations (DEC) Page**
Usually the first page of an insurance policy, it contains the full legal name of your insurance company, your name and address, the policy number, effective and expiration dates, premium payable, the amount and types of coverage, deductibles, the vehicle(s) that are covered on the insurance policy, and the vehicle identification numbers (VIN).

**Deductible**
The amount a policyholder is responsible to pay up front before covered benefits from the insurance company are payable. This is applicable to comprehensive or collision coverage only.

**Endorsement**
A written agreement that changes the terms of an insurance policy by adding or subtracting coverage.

**Exclusion**
A provision in the policy that explains what is not covered.

**Extraordinary Medical Benefits**
Pays for medical and rehabilitation expenses that exceed $100,000, up to a maximum limit of $1.1 million.

**First Party**
The named policyholder (insured) in an insurance contract and any relatives residing in the named policyholder’s household.

**Full Tort**
You retain unrestricted rights to bring suit against the negligent party.

**Funeral Benefits**
Pays, up to the limit specified in the policy, for funeral expenses if you or a family member dies as a result of an auto accident, regardless of who was at fault in the accident.

**Income Loss**
Pays a portion of your wages when injuries sustained in an auto accident keep you from working.

**Insured**
The person(s) entitled to covered benefits in case of an accident or loss.

**Insurer**
The insurance company who issues the insurance and agrees to pay for losses and provide covered benefits.

**Lienholder**
A person or business, usually a bank or financial firm, that retains the title of a vehicle while the purchaser pays off the loan.
**Limited Tort**
Limited Tort offers you significant savings on your premiums. You are still able to recover out-of-pocket medical and certain other expenses; however, you are not able to recover certain damages—such as payments for pain and suffering—unless the injuries meet one of the exceptions in the law.

**Limits**
The maximum amount of benefits the insurance company agrees to pay under an insurance policy in the event of a loss.

**Minimum Limit**
The state-mandated minimum mandatory amount of benefits.

**Medical Benefits**
Pays medical bills for you and others who are covered by your policy, regardless of fault.

**Non-Renewal**
The termination of an insurance policy at its annual anniversary date.

**Policy**
A contract that states the rights and duties of the insurance company and the insured.

**Premium**
The price paid to the insurance company for a policy.

**Premium Finance Company**
A lending institution that finances automobile insurance premiums for a fee.

**Producer (agent)**
An individual or organization authorized to sell, solicit, negotiate, and service insurance policies for an insurance company.

**Property Damage Liability**
Covers damage to someone’s property (such as his or her car) resulting from an accident in which you are at fault.

**Quotation or Quote**
An estimate of the cost of insurance based on the information supplied to the insurance producer (agent) or company. This amount may change depending upon findings during the underwriting process.

**Rental Reimbursement Coverage**
Pays—up to a defined amount—your expenses to rent a vehicle if you have a loss covered under comprehensive or collision benefits. Coverage is sold based on a daily amount of expense, subject to a maximum limit.

**Single Limit Liability**
Some companies offer single limit liability coverage, which pays—up to the specified limit—damages for which you are liable under bodily injury and property damage coverages.

**Stacking of UM or UIM**
When you stack your UM and/or UIM coverages, your limit of coverage for each covered vehicle on your policy is multiplied by the number of vehicles on the policy. You can also stack your UM and/or UIM coverages to receive uninsured or underinsured motorist coverage from more than one policy under which you are insured. Stacked coverage applies unless you reject it.

**Subrogation**
The process of recovering the amount of claims damages paid out to a policyholder from the legally liable party. When a company pursues the legally liable third party, they are required to include the policyholder’s deductible in the recovery process if requested by the policyholder. The company must then share any subrogation recoveries with the policyholder on a proportionate basis.

**Surcharge**
An extra charge applied to the premium by an insurance company, usually applied as a result of at-fault accidents or moving violations.

**Third Party**
An individual other than the policyholder or the insurance company who has suffered a loss and may be able to collect compensation under the
policy, due to the negligent acts or omissions of the policyholder.

**Total Loss**
Damage or destruction to real or personal property to such extent that it cannot be rebuilt or repaired to its condition prior to the loss or when it would be cost-prohibitive to repair or rebuild in comparison to the value of the property prior to the loss.

**Towing Coverage**
An optional coverage of an automobile policy that pays a specified amount for towing and related labor costs.

**Underinsured Motorist (UIM)**
This coverage applies to you, relatives residing in your household, and your passengers if injured by an at-fault motorist who does not have enough insurance to pay your claim. This does not cover damage to property.

**Underwriting**
The initial 60-day timeframe wherein the company processes and investigates the information provided on the application. The results of this process determine acceptability and the premium.

**Uninsured Motorist (UM)**
This coverage applies to you, relatives residing in your household, and your passengers if injured by an at-fault uninsured motorist or hit and run driver. This does not cover damage to property.

Questions?
For more information on auto insurance, visit:

www.insurance.pa.gov
and click “Auto” under Coverage

or
call the department at
1-877-881-6388

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