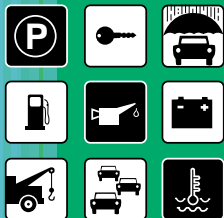


Quick Reference Guide For Automobile Claims (QRG)



**GUARDIAN
INSURANCE**

A member of the Lockhart Group of Companies



“Insurance is the means of handling the uncertainty surrounding the risk or chance of loss. We cannot predict when losses will occur. Thus, we are faced with the uncertainty regarding the chance of financial loss if certain events should occur. The idea of insurance isn't new! For centuries people have joined together to protect themselves from the risk of unexpected loss. Insurance is a force that touches all of our lives. It is an exciting, vital industry constantly adapting itself to meet the needs of our ever-changing society.”

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**GUARDIAN
INSURANCE**

Quick Reference Guide

This reference guideline is presented solely as a source of information regarding the Claims Process at our company. As you may know, each claim is different and may involve different factors and/or may require special handling procedures that may deviate from the guideline.

This guideline does not in any way change, alter, amend, clarify, expand, extend or modify any of the conditions, terms, exclusions, amendments, endorsements and requirements of the insurance policy contract issued to our clients. This guideline does not cover all aspects of the claims handling process/procedures and our Claims Representatives will advise you of any other procedures that may apply to your particular claim/loss and will answer any questions or concerns that you may have with regard to the Claims Process.

We hope that our guide will help you through the Claims Process as we continue our efforts to provide you with the quality service that you, as our valued clients, deserve.

The information in this guideline and our handling procedures are subject to change at the company's discretion, without any prior notice to you.

Conditions Paramount (GIC-3)

The policy issued to you by Guardian is based upon the information supplied in the application for insurance which forms an integral part of this policy and is a warranty to the extent that if any of the questions are answered fraudulently, or in such a way as to conceal or misrepresent any material fact, whether intentional or not, the entire policy shall be void.

General Provisions

The insurance provided by the policy issued to you by Guardian covers only within the Territory of the United States Virgin Islands.

The policy applies only to covered accidents, which occur during the policy period as shown in the Policy Declarations.

Your Rights and duties under this policy may not be assigned or transferred without our written consent.



Filing A Claim

All Losses/Accidents must be reported to Guardian Insurance Company **promptly**. Accidents reported after 30 days are subject to additional procedures. The following information and documents are needed when filing a claim for damage to your vehicle:

- ✓ **Police report**
- ✓ **One (1) Estimate from a Licensed Auto Repair Shop (Must be itemized by showing part name, part price, labor rate and repair time)**
- ✓ **Photos of the damaged vehicle / property**
- ✓ **Statement of Occurrence**
- ✓ **Current Registration**
- ✓ **Valid Driver's License**
- ✓ **Current Insurance Card**
- ✓ **Windshield or Glass Damage only-(Guardian will prepare estimate)**

* A police and/or fire report is required for all Claims. The cost will not be reimbursed.

* Additional Information/documentation may be required depending on the particulars of your claim.

* If you were charged and given a ticket at the scene of an accident and you intend to dispute your ticket in traffic court, please notify Guardian at the earliest. If the charge(s) against you is/are dismissed, you must provide a copy of the court order attesting to the dismissal and the reason the ticket was dismissed.

Property Damage: If the damage is to a Structure or to Personal Property, other than a vehicle, please discuss the specific claims requirements with your Claims Representative.

Additional Estimate: Depending on the nature and extent of the damage to your auto, a second estimate may be required. Your Claims Adjuster will advise you if a second estimate is required after the preliminary review of your claim. You will be reimbursed for this second estimate *only*.

Inspection and Photographs: The damage to your vehicle and/or Property will need to be inspected and photographed by our adjusters as part of the claims process.

If your vehicle is driveable, it must be brought to Guardian for inspection and photographs. Site visits will be arranged for vehicles that are not driveable only. (Please do not begin repairs or dispose of the vehicle or property, until authorized by your Claims Adjuster)

NOTE: *It is your responsibility, as the owner of the vehicle or property to make sure that the vehicle/property involved in the accident is protected from further or resulting damage. Please do not leave the damaged vehicle/property unsecured or abandoned. If the vehicle/property is left unsecured and unprotected, the resulting damage may not be covered. Please take whatever steps necessary to make sure that the vehicle/property is secured and protected until our adjusters have completed their inspection and appraisal.*

Adjustment & Evaluation Process

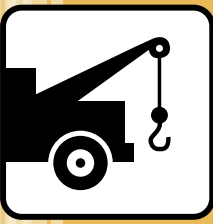
Guardian Insurance Company uses the Mitchell Collision Estimating Guide for the processing of Auto Claims. This guide reflects the latest pricing activity available from the vehicle manufacturers. The parts prices listed are the manufacturers suggested retail prices. Mitchell International is the largest leading provider of Automotive Collision Repair information and the Mitchell parts and Labor database is trusted for its accuracy and respected as the industry standard. Our Claims Adjusters will be using this guide to prepare estimates when needed, to discuss parts prices and repair time with your respective repair shops and to adjust estimates as required.

DISCLAIMER: Although the information contained in the Mitchell Product has been obtained from sources generally believed to be reliable, no warranty (expressed or implied) can be made as to its accuracy or completeness, nor is any responsibility assumed by Mitchell International or Guardian Insurance Company for any loss or damage suffered through reliance on any information contained within the Mitchell Estimating Product.

Labor Rate (Repair Shops): Guardian will allow a standard labor rate per hour for all automotive repairs and a set profit margin on new parts. Guardian will provide a list of Preferred Repair Shops that have agreed to charge Guardian the approved labor rate and approved profit margin on new parts. The Preferred Repair Shops have also agreed not to charge Guardian insureds or claimants for the cost of the repair estimate. Guardian does not guarantee or warranty the repairs to any automobile, whether performed by a Preferred Repair Shop or another shop. You are free to select any repair shop to do the repairs to your auto, but any estimate provided by a shop that is not on the Preferred Shop List that includes charges that exceed our approved labor rate and profit margin will be adjusted accordingly to conform to Guardian's requirements. If you select a shop that is not one of our Preferred Repair Shops, Guardian will not reimburse the cost of any estimate that the shop may charge you.

Damage Assessment: Our evaluation will be based on the actual and/or resulting damage caused by the accident/incident, subject to the following:

1. No consideration will be given to claims for "prior and/or unrelated damage." Guardian reserves the right to reject any estimate that seeks to include previous and/or unrelated damage. We further reserve the right to reduce any estimate that includes "related prior damage".
2. No consideration will be given to damage caused by wear and tear.
3. If a damaged part(s) is repairable, it will be repaired, unless the cost of repair exceeds the cost of replacement. No replacement of part(s) will be considered unless the part is not repairable. If we choose to replace a part, we may, at our option, retain possession of the damaged part as salvage.
4. If Hidden or Supplemental Damage is discovered while the vehicle is undergoing repairs, Guardian must be notified immediately and our adjusters must be allowed to inspect, photograph and evaluate the damage part(s) or area of the vehicle, before its repair or replacement.
5. Guardian reserves the right to reduce any estimate that includes damage already paid for, but not yet repaired, in a prior accident/loss. Proof of Repairs of any prior damage will be required.



Adjustment & Evaluation Process

Total Losses: It is our intention to pay the fair and reasonable costs “necessary and/or required” to bring the vehicle back to its pre-accident condition. This does not apply when the vehicle has been deemed a Total Loss. A Total Loss is considered to occur when the cost to repair the vehicle approximates or exceeds the actual cash value of the vehicle. When your vehicle has been deemed a total loss, **the vehicle will not be repaired.** Your claim will be settled at the Actual Cash Value of the subject vehicle, at the time of the loss. As part of the settlement valuation we may deduct the “salvage value” from the final settlement figure, thereby allowing you to keep your vehicle or we will pay the full actual cash value and retain the salvaged vehicle. If you prefer to have Guardian retain the salvaged vehicle, and to be paid the full actual cash value, you may elect this option on the condition that the following documents/items must be provided prior to payment of settlement.

1. **Original Cancelled Registration (dated, signed and notarized)**
2. **Clear Title (no liens, judgments or unpaid parking tickets)**
3. **Keys and vehicle**
4. **Completed Total Loss Salvage Form (Provided by Guardian)**
5. **If a vehicle has a lien, Lien clearance or release must be provided**

* With the exception of personal property, no items are to be removed from the salvaged vehicle without Guardian’s authorization.

* “Salvage value” is the market value of the damaged property.

* If a totalled vehicle has a lien, the owner of the vehicle must either pay that lien prior to settlement, or the salvage value will be deducted from the payment, as transfer of ownership cannot be made until the lien is or has been cleared.

* In cases where the Insured is claiming against its own policy for damage caused to its own vehicle, and the vehicle is declared a Total Loss, the unearned portion of the insurance premium paid for that vehicle will be deemed fully earned and no refund will be owed to the insured.

NOTE: Any person who cannot or will not provide the foregoing documents/items, will be subject to a deduction of salvage value from the settlement.

Repair Shop Authorization: At Guardian’s discretion, the repair shop may be included on your settlement check as an additional payee to insure that the repair facility is paid for its services. However, you may also request that your repair shop be added to your settlement check as this may expedite the ordering of your parts, which in turn, will expedite the repairing of your vehicle. Please ask your claims representative for the “Repair Shop Authorization Form.”

Appraisal: If we (Guardian) and you do not agree on the amount of loss, either party may demand an appraisal of the Loss. Please discuss this option with your Claims Adjuster.

Adjustment & Evaluation Process

Loss of Use (FOR THIRD PARTY CLAIMANTS ONLY): If your vehicle sustained extensive damage as a result of the accident/incident caused by an insured and covered by the policy, you may be entitled to “Transportation Expenses.” Normally, this expense is available only if your vehicle is inoperable due to damage caused by the accident or during the time that the vehicle is actually in the repair shop. **This expense is allowed at a specific rate per day, not to exceed 30 days.** At our discretion and as a courtesy, depending on availability and rental company requirements, Guardian may be able to assist with obtaining a rental vehicle for a specific rate and time, while your vehicle is undergoing repairs. Please discuss this option with your Claims Adjuster. If you choose to rent a vehicle on your own and you intend to seek reimbursement from Guardian, please obtain authorization from your Claims Adjuster ***before*** renting a vehicle as we will only reimburse you for the specific rental rate and time period authorized by your adjuster. Failure to obtain prior approval for any rental vehicle may result in the denial of your transportation expense claim. ***(Note: In collisions involving 2 or more vehicles, Transportation Expenses may be restricted.)***

Loss of Use (FOR INSUREDS ONLY): If you are insured with Guardian and you have purchased separate “Rental Reimbursement Coverage” and your vehicle is not driveable because of a “loss to a covered auto”; please refer to the conditions as outlined in your Rental Reimbursement Coverage Form (Reference Form GIC-22) and obtain approval from your Claims Adjuster ***prior*** to renting the vehicle as there are specific time limits, rates, guidelines and/or conditions that must be followed.

Note: Rental Agencies require that all renters:

- a) Must be over the age of 26
- b) Must have a valid major credit card

Towing, Storage and Road Tax: There is a specific rate of \$50.00 for towing per accident. Storage of vehicles and Road Tax are not covered.

Stolen Cars or Unauthorized Use: If your vehicle is stolen and you have purchased “Physical Damage Coverage” for your vehicle, please notify the Police and Guardian immediately. There is a standard 30-day waiting period to see if the vehicle is recovered. There are specific forms and documents required for Stolen Car claims and our Claims Staff will assist you with the filing and processing of your claim. If your vehicle is driven without your permission, please notify the Police and Guardian immediately. (Not all policies offer protection for theft of your vehicle)



General Information

Transfer of Ownership of your Vehicle: To transfer ownership of your vehicle, you must follow the Guidelines set by the Virgin Islands Compulsory Insurance Laws. You cannot sign over the registration to another person and legally transfer ownership without complying with those legal requirements. Please contact the Department of Motor Vehicles and follow their guidelines for transfer or sale. Most importantly, your registration ***must be cancelled*** before transfer of ownership can be made or you will be held responsible for any accidents or problems with the vehicle, even after you have sold it.

Transfer of Insurance: The insurance provided by the insurance policy to you, as an insured with Guardian, ***cannot*** be transferred to any person or entity. If your vehicle is sold or if you intend to sell your vehicle or transfer ownership, **you must immediately notify Guardian and request cancellation of your policy.** The new owner must obtain insurance of their own.

Loss Payee/Lien holders: If a financial entity (i.e. bank, credit union, etc.) has a lien on your vehicle and is listed on the registration; any settlement check we issue will be to the “registered owner and the lien holder” as shown on your registration. If you have paid off the loan/lien, a copy of the proof of payment to include a Satisfaction of Lien will be required, before payment can be made without the lien holder being listed on the check.

Lawsuits: If you are insured with Guardian and served with any legal papers regarding an accident/incident covered by your policy, please record the date and time that you were served and **immediately notify Guardian Insurance Company at: 340-776-8050 in St. Thomas/St. John or 340-692-6600 in St. Croix.** Your Claims Representative will advise you of the lawsuit procedures at that time. You should bring the legal papers to Guardian’s office promptly, on the first business day after you are served, so that both your rights and those of Guardian can be protected.

Under 26 Driver: If an under 26 year old person was operating your vehicle at the time of the accident, there are specific procedures that need to be followed. Your Claims Representative will discuss this with you in further detail.

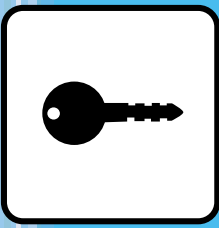
Subrogation: If another party was at fault in the accident/incident, and you have elected to file a claim under your policy with Guardian, there are specific procedures that need to be followed. If you also intend to seek additional compensation from the party at fault, please make sure that Guardian’s right of recovery against the negligent party is not prejudiced or impaired in any way. Please refer to your policies. [Personal Auto Policy (PAP), page 8: Part F, Section A or Business Auto Policy (BAP), page 6, Section 5]. Please discuss this process with your Claims Adjuster.

Insurance Fraud: We do not provide coverage for any person who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under the policy. [Ref: Title 14, Virgin Islands Code Section 842]

Claims Tips

There are many claims requiring investigation, site photographs, witness statements, legal review, evaluation, policy review and other investigative procedures. To assist in expediting your claim, we ask that you assist us with the following “**Claims Tips**”.

- ✓ Cooperate with us and provide all requested information and documents in a prompt manner.
- ✓ Take all steps necessary to protect the vehicle from additional or resulting damage that may not be covered or allowed.
- ✓ Make duplicate copies of your Registration and Bill of Sale in case they are lost or destroyed.
- ✓ Obtain all information regarding the other party involved in the accident with you. The information should include full names, contact numbers, insurance company, year/make/model/color of their car and license plate numbers.
- ✓ When the accident/incident involves injuries, obtain the names of all parties injured and their contact numbers. Obtain all information regarding any witnesses who may be present at the accident site.
- ✓ Please read all documents before signing. If you have any questions, please ask our Claims personnel to assist you.
- ✓ Remain calm and maintain a professional attitude at all times. We understand that the process may be frustrating and possibly time consuming. But as with all things, there is a process to be followed and this will take time. Most property damage claims, barring complications, are resolved within 15 to 30 days, providing all required documents have been received.
- ✓ Allow the adjuster time to investigate, evaluate and process your claim. Each claim and all of our clients are important to us and we strive to handle each and every claim in an expedient and professional manner.
- ✓ Please do not pay any claimant, repair shop or medical provider if you intend to file a claim under your policy for the damages caused by a covered loss. Your policy will not reimburse you for any payment that you voluntarily make. The policy allows the insurer to investigate, adjust, evaluate, settle, defend or pay the actual claim presented as the insurer deems appropriate, contingent upon the policy conditions.



Common Insurance Terms

We encourage you to read the insurance policy that you have purchased to understand the coverage provided in the event of a covered loss. The following are some common insurance terms that may assist you.

Deductible: The amount of the loss that the “insured” is responsible for in a claim, before any payment by the insurer. The deductible is “deducted” from every loss. Please refer to your Policy Declaration Page, which shows the amount of deductible that you are responsible for, every time a claim is filed under your policy for damage to “your covered auto.”

Depreciation: A loss in value due to age, [usage] wear and tear. (i.e. vehicle and parts)

Physical Damage Coverage: Collision and Comprehensive coverage to “your vehicle”. This is coverage for damage to “your covered auto.” (See policy for further information, as all policies do not offer Physical Damage coverage)

Liability Coverage: This is third-party coverage for property damage or bodily injury (to other persons or property) for which an “insured” becomes legally responsible because of an auto accident. [Reference (PAP), page 1: Part A – Liability Coverage and (BAP), page 2: Section 2 – Liability Coverage]

Property Damage: Physical injury to, destruction of, or loss of use of tangible property. (Vehicle or property owned by another party)

Bodily Injury: Bodily harm, sickness, including death. (Injury to another person not related to you)

Medical Payments: Reimbursement of medical expenses caused by an accident, for the “insured and family members or other persons” while in a **covered auto**. Medical documentation and receipts must be provided. (See policy for further information, as all policies do not offer this protection) Refer to Policy Declaration page for coverage limits.

Limits of Liability: The maximum limit of coverage available under the policy per accident. See Policy Declaration page for coverage limits for each type of coverage purchased.

Actual Cash Value (ACV): The cost of replacing damaged or destroyed property, minus depreciation.

Reservation of Rights: You may receive this notice when the insurance company reserves it’s rights under the policy if coverage is questionable or has not yet been determined and/or if a provision of the policy has been violated or not followed or for any other reason that the company may elect at it’s discretion. **(For insureds only)**

Excess Notice Letter: You may receive this notice when a claim presented by a third party is “in excess” of the limits of liability under your policy. **(For insureds only)**



Guardian Insurance Company would like to express its extreme gratitude for your patronage. We are always looking for ways to improve and enhance the quality of service to our clients. Your satisfaction with our company and the service we provide is extremely important to us. It is our hope that this QRG will serve to assist in some small way, in understanding the insurance product that you have purchased and the process by which the policy is able to assist you in the advent of a covered loss. Please feel free to stop by at any of our offices or our agents to discuss any questions or concerns that you may have.

Thank you.

Please Drive Safely!

ALWAYS BY YOUR SIDE

Copyright, Guardian Insurance Company, 2004

By signing below, I confirm receipt of the
Quick Reference Guide (QRG)

Signature _____

Name (Please print) _____

Date _____

Locations

St. Thomas

The Guardian Building

14 AB Estate Thomas (Havensight)

St. Thomas, US Virgin Islands

Tel: 340-776-8050

Telefax: 340-774-8830

Claims: 340-774-2343

Guardian Insurance Company

Suite 127 - Red Hook Plaza

St. Thomas, US Virgin Islands

Tel: 340-774-6343

Telefax: 340-774-6347

St. Croix

Guardian Insurance Company

Sunshine Mall, Suite 210

St. Croix, US Virgin Islands

Tel: 340-692-6600

Telefax: 340-692-6617

Guardian Insurance Company

Golden Grove - Suite 51

St. Croix, US Virgin Islands

Tel: 340-719-2375

Telefax: 340-719-2377

www.guardianinsurance.com



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