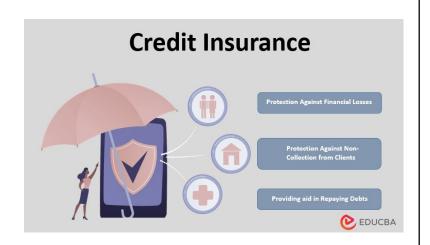
Loan Managers Course Credit Insurance

Thursday, January 25, 2024 Eric S. Kobbe







Professional/Personal Background

- 1992-1997 GILA manager, Assistant Supervisor/Supervisor MGMSI, Milledgeville, Ga. (Culver Kidd)
- 1997-1998-Consumer Lending First National Bank, Milledgeville, Ga.
- 1998-Current-RVP of Life of the South, Jacksonville, Fla. (A Fortegra Company)
- Full Lines Agent License in AK, AL, AR, CA, CO, DC, DE, FL, GA, HI, IA, ID, IL, KS, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NJ, NM, NV, NY, OH, OK, OR, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, & WY.
- Serve on the Board of Directors for Insurance Company of the South and Life of the South Insurance Company.
- Married with 3 Girls. Reside in Milledgeville, Ga.

Academic Background

- 1992-BS- Georgia College
- 1995-MBA-Georgia College
- 2011-MMIS-Georgia College & State University
- 2017-M.Ed. Valdosta State University
- 2018-Ed.D Technology & Leadership-Valdosta State University



Getting to Know You!

- Name
- Date of Birth (Birthday Paradox)
- Company
- Experience/Years in Business
- What are you hoping to accomplish today?
- Questions for me?



COURSE FOCUS THE WHY BEHIND THE WHAT

YES

Sponsored by GILA
Operational skills enhancement
Calculation overview
Law overview

Credit Insurance overview: Me

NO

Not sponsored by the DBF
Not State Exam focused
Not an in-depth calculation course
Not an in-depth law course
Not intended to supersede your
employers Policy Handbook

GOAL:

Understanding the *basic* mechanics surrounding All Credit Insurance as it relates to the GILA.

General Disclaimer

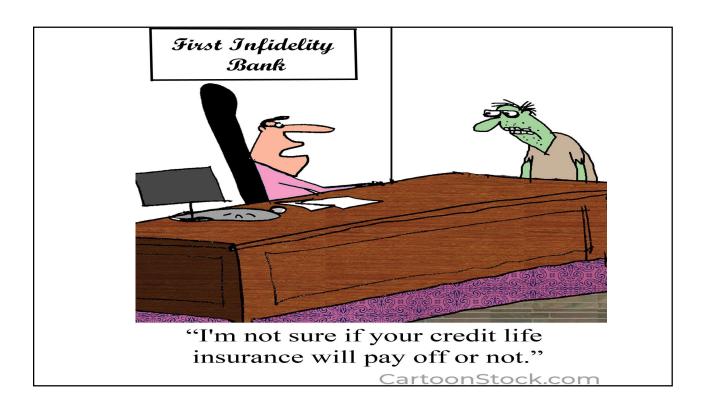
• For specific answers to as they relate to your company's policy surrounding certain procedures within the details and attention to credit insurance, please refer to your policy handbook and/or direct supervision. I do not speak on behalf of your company or other insurance companies in terms of rates, claims procedures/policies, etc.



Regulatory acts

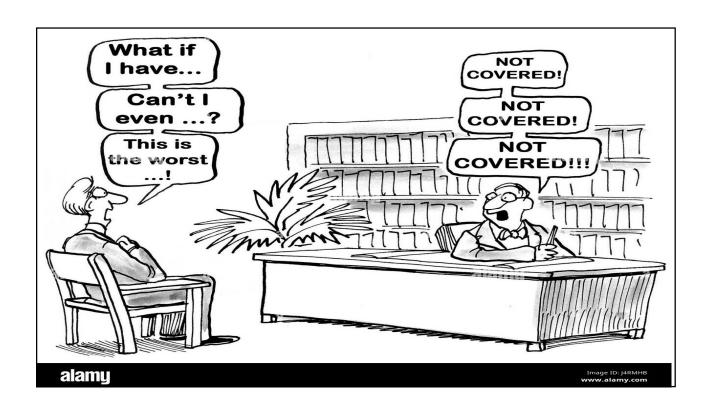
Regulatory Acts: The Georgia Industrial Loan Act of 1955 laid out initial frameworks for installment lending practices in the state. This was in direct response to outlawing at that time "Salary Assignment" loans, effectively what we now now as "Pay Day" loans. Georgia adopted North Carolina's Insured Installment Loan.

Most Recent Sweeping Regulatory Change: Governor Kemp signed Senate Bill 462 went into effect on July 1, 2020. The bill transferred the regulation of consumer installment loans of \$3,000 or less ("installment loans") from the Office of the Insurance Commissioner to the Department of Banking and Finance ("Department"). This carved credit insurance out of the DBF's audit responsibility. Critical really. Let me explain...





















What is Credit Insurance?

- Credit insurance is a type of insurance policy purchased by a *borrower* that *pays* off one or more existing *debts* in the event of any *defined circumstance* outlined in a policy.
- In essence, its <u>always</u> related to a financial transaction whereby *credit* is obtained.



The History

Origins in Maritime Trade (17th Century): The concept of credit insurance can be traced back to maritime trade in the 17th century. In 1648, Mr. Edward Lloyd opened a coffee shop, Lloyd's Coffee House and until 1713 it remained in the same location. Merchants engaged in international trade faced risks such as shipwrecks, piracy, and other unforeseen events. To mitigate these risks, informal arrangements were made among traders, with some assuming the risk in exchange for a fee.



More History

Development in Europe (19th Century): Credit insurance became more formalized in the 19th century, particularly in Europe. As international trade expanded, businesses sought ways to protect themselves against the risk of non-payment by buyers. This led to the establishment of credit insurance policies to cover commercial transactions.

In the US: Adopted by John Hopkins in the 1860's. Hopkins would endorse notes of people and firms as their transactions related to certain credit risks.

Even More History

Expansion to the United States (Early 20th

Century): Credit insurance gained traction in the United States in the early 20th century. The expansion of industrialization and trade prompted businesses to seek protection against credit-related risks. Insurance companies started offering policies to cover accounts receivable and mitigate losses from non-payment.

In 1919, a new product called "debt protection" emerges as Americans begin to borrow money. WW1 was over, our soldiers were home and America was growing. Families were expanding and the economy was expanding.



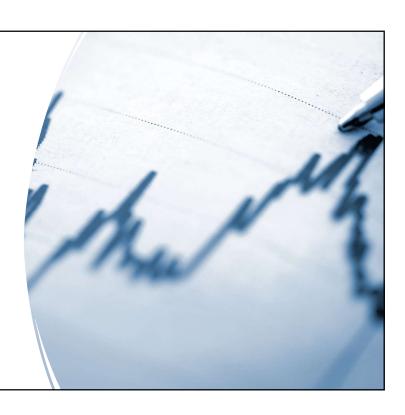


The History Continues

- Post-World War II Era: After World War II, credit insurance saw further growth and development. The reconstruction period and the increase in global trade led to a greater demand for credit protection. Insurance companies adapted their products to cater to the evolving needs of businesses.
- 1950's explosion of credit insurance as states began to regulate
 And endorse the product. It was a great alternative to "Salary
 Assignment" and was first introduced in North Carolina under
 the name Insured Installment Plan. Customers could pay back
 their loan in monthly installments and get out of debt while
 being protected by insurance products.

History Continues

- The Political winds change and in 1968 Federal provisions emerge. Truth in Lending (TILA), and Unfair, Deceptive, or Abusive Acts and Practices emerge. (UDAAP)
- Regulation Z became effective in 1969.
- Multiple states in the Union adopt licensing requirements for lenders, examination procedures, regulation of insurance companies, policies and rates.
- In 1973, Ohio University issues a formal study on credit insurance by surveys.
- · Fair Credit billing Act of 1974.
- · Consumer Leasing Act of 1976.





Lloyds Today

- 1971-1978 (Oracle, Microsoft, Apple, SAS, Genentech, FedEx, Southwest Airlines).
 Technology and Globalization influenced the credit insurance industry. Automation and computerization made it easier for insurers to assess and underwrite risks. The globalization of markets also increased the importance of credit insurance in international trade.
- Today-In the 21st century, credit insurance continues to play a crucial role in global
 commerce. The complexity of financial transactions, coupled with economic
 uncertainties, has reinforced the need for businesses to manage credit risks. The
 industry has adapted to changing business environments, offering innovative
 products and solutions. (\$2.1Billion Credit NWP in 2022).

Insurance Glossary

- Accident-An undesirable or unfortunate happening that occurs unintentionally and usually results in harm, injury, damage, or loss
- Accidental death benefits-A payment due to the beneficiary of an accidental death insurance policy
- Beneficiary- The person or entity that you legally designate to receive the benefits from your financial products.
- Claim-Notice to an insurer that under the terms of a policy, a loss maybe
- Complaint-Any written communication that expresses dissatisfaction with a specific person or entity subject to regulation under the state's insurance laws.
- Death benefit-A payout to the beneficiary of a life insurance policy, annuity, or pension when the insured person or annuitant dies.
- Deductible-The amount of the loss which the insured is responsible to pay before benefits from the insurance company are payable. You may choose a higher deductible to lower your premium.





Insurance Glossary

- Disability benefits-The insurance company makes payments on the loan under the terms set out in the agreement.
- Earned premium-The premium collected by an insurance company for the portion of a policy that has expired.
- Endorsement-An amendment to an existing insurance contract that changes the terms of the original policy.
- Face value-Amount paid to your beneficiaries when you die.
- Free Look-A period, typically 10 to 30 days, in which a new life insurance policy owner can terminate the policy and have their premium refunded.
- Guarantee Issue-A guaranteed issuance of a policy. With guaranteed issue, applicants cannot be denied coverage because of their health.
- Incontestability-An incontestability clause is a provision in a life or disability insurance policy that prevents the insurance company from canceling the policy based on misstatements in the policy application after the insurance has been in effect for a certain period.
- · Lapse-The cessation of a privilege, right, or policy due to time or inaction.

Insurance Glossary

- Lien-A legal claim that an auto insurance company, health care provider, or health insurance company has over settlement claims after paying the injured party's bills. In general, a lien is the security interest that a creditor has against a certain property.
- Lie holder-A lender that legally has an interest in your property until you pay it off in full.
- Limits of Insurance-Also known as your coverage amount, your insurance limit is the maximum amount your insurer may pay out for a claim, as stated in your policy.
- Loss-The financial damage one suffers due to an insurable event.
- Peril-An event or circumstance that results in property damage.





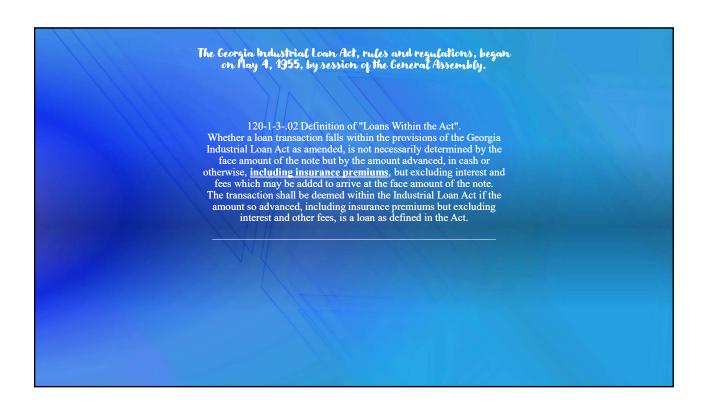
Insurance Glossary

- Personal property-The things you own Furniture, electronics and clothing, for example. Whether you own a home or rent an apartment, insurance policies typically include personal property coverage. This type of coverage helps pay to repair or replace your belongings after a covered loss, such as theft or fire.
- Policy owner-The individual who gets control over and responsibility for the life insurance policy.
- Pre-existing condition-A health problem you had before the date that new health coverage starts. ASK Patricia
- Premium-The amount you pay each month (or each year) to keep your insurance policy active.

Insurance Glossary

- Refund-An insurance refund refers to when the insurance company returns a part of the premium paid by the policyholder, usually due to the cancellation of the policy before its expiration date, overpayment of premiums, or adjustments made to the policy terms.
- Renewal-The process of extending your existing insurance policy beyond its expiration date
- Rule of 78-It is a method of refunding finance charges and/or credit insurance premiums on consumer credit precomputed transactions when the borrower prepays the account in full. More interest and insurance premiums are earned in the early stages of a contract since the amount owing is greater. (In 1935, the Indiana state legislature ruled that people who pay off their loans early don't need to pay the full amount of interest).
- Suicide clause-A time when death benefits under a life insurance policy will not be paid out due to a suicide.
- Underwriting-The process of evaluating a risk to determine if the insurance company will insure
- Unearned premium- The time remaining on an insurance policy. In other words, it is the portion of the policy premium that has not yet been "earned" by the insurance company because the policy still has some time before it expires.







120-1-11-.01 General Regulations. All Insurance

- Evidence of insurance. All insurance authorized and included in or incident to a loan contract made under the provisions of the Georgia Industrial Loan Act shall be evidenced by a policy or certificate of insurance which shall be delivered to the borrower at the time the indebtedness is incurred. The policy and the certificate of insurance shall describe the amount and term of the coverage, the amount of the premium and a description of the coverage including any exceptions, limitations or restrictions. If a policy or certificate of insurance is not delivered to the borrower at the time the indebtedness is incurred, the insurer shall cause to be delivered to the borrower a policy or certificate of insurance within 30 days of incurred indebtedness. An application or notice of proposed insurance form shall serve as a binder during the first 30 days of incurred indebtedness.
- A licensee may charge and collect from the borrower premiums paid or to be paid for insurance for the borrower.
- The amount of life, health or accident insurance required as security for loans shall not exceed the amount of the loan including charges. (Discussion and APR)
- Such insurance shall be reasonably related to the type and value of the property insured and to the amount and term of the loan. Insurance shall be obtained from an insurance company authorized by the Insurance Commissioner to conduct business in Georgia.
- The premiums are not an interest charge.
- Refunds of all insurance premiums charged by the Rule of 78th's and must be given without regard to a minimum refund provision.
- The *Total* between property and auto insurance cannot exceed the face amount of the loan.



Disclosures

- 120-1-11-.01(2)
- If any loan within the Georgia Industrial Loan Act is made in conjunction with the sale of
 insurance authorized and included in or incidental to the advancement of funds at the expense of
 the borrower, then the licensee shall provide to the borrower a separate written disclosure
 statement. The disclosure statement shall disclose, in no smaller than TWELVE-POINT TYPE,
 the following:
- · (a) The cost to the borrower of any such insurance
- (b) A copy of the signed document shall be provided to the borrower, and the licensee shall retain the original in the loan file.
- All insurance sold in conjunction with loans shall be evidenced by a policy, application, certificate or written statement of insurance which shall be delivered to the borrower at the time the indebtedness is incurred, or the insurance company shall deliver same to customer within 30 days from date indebtedness was incurred.



Claims

- 120-1-11-.01(3)(b)
- No plan or arrangement shall be used whereby any person, firm or corporation
 other than the insurance company, or its designated claim agent or representative
 shall be authorized to settle or negotiate the settlement of claims.
- Insurance proceeds paid on an industrial loan and credited to the account by the
 finance company shall have the same effect as if a like amount was paid by the
 borrower and no late charges shall be charged to any borrower for any such
 payments or accounts which have been paid by such insurance proceeds.
- Loan office employees are agents not adjusters. Never make assumptions that the insurance company will or will not pay.



Claims

- Any agent, subagent, agency or licensee writing credit life or credit accident and sickness insurance in this state shall provide forms necessary to file claims within fifteen (15) calendar days of a request with reasonable explanations regarding their use and shall forward such claim to the insurer within twenty (20) business days of receipt of written proof of loss.
- · All claims shall be paid either by draft or check of the insurance company.
- Where proceeds from insurance prepays an account in full, a refund shall be made on the interest, fees and insurance premiums computed as of the date of the event (loss) insured against based on the Rule of 78's.
- All insurance payments are backdated to the date of the loss. Date of loss is when the
 accident occurred, or sickness began. Late fees cannot be assessed or collected during
 an approved loss period.

What Insurances are available under GILA?

- · Credit Life
- Credit Disability (Accident and Health/Sickness)
- Credit Property (Household Goods)
- Credit Automobile (Vendor Single Interest, Automobile Single Interest, CPP, LPD)
- Non Recording Insurance
- Accidental Death & Dismemberment (Ancillary)
- NOT Motor Club, Involuntary Unemployment Insurance, GAP



Coverage Description	Coverage Code	Premium Rate	Coverage Basis	Rates	Maximum Amount	Maximum Term	Refund Method	Minimum Refund Amount Cancellation Day Rule	Age I
Single/Decreasing Joint/Decreasing	227 374	\$0.59 per \$100 per year \$0.88 per \$100 per year	Gross		\$5,000	36 months	Rule 78s	Min \$0.00 15/16 30-day free look	18
Single/Joint Level	376 378	\$1.10 per \$100 per year \$1.64 per \$100 per year	Gross		\$5,000	36 months	Rule 78s	Min \$0.00 15/16 30-day free look	18
3-day retro 7-day retro	203	3 day \$3.06 per \$5.00 month per annum 5.1% of the Face Amount of the loan (not per annum) MUST be written on any loan 7 day \$2.10 per \$5.00 month per annum 3.5% of the Face Amount of the loan (not per annum)	Gross		\$500	36 months	Rule 78s	Min \$0.00 15/16 30-day free look	18
Personal Property Personal Property Vehicle (PPV)	512	Dual Interest - \$2.00 per \$100 per year (ISO protection classes 1-7) Dual Interest - \$3.00 per \$100 per year (all other ISO protection Classes)	N/A		\$15,000	60 months	Rule 78s	Min \$1.00 15/16 30-day free look	N
Personal Property Personal Property Vehicle (PPV)	512	Chart	N/A		\$15,000	60 months	Rule 78s	Min \$1.00 15/16 30-day free look	N
Single Premium	568	\$6.60 per annum	Flat Rate		\$100,000 (collective policy amount)	60 months	Pro rata	Min \$0.00	
Non-File	520 - Property 089 - Auto	\$20.00 - Property \$18.00 - Auto	N/A		\$15,000	60 months	NA	N/A	



120-1-11-.02 Credit Life Insurance

- Coverage.
- (a) Level term life insurance will pay the first beneficiary at the death of the insured the amount of the indebtedness, not exceeding the amount of insurance stated in the policy and pay the second beneficiary the amount stipulated more than the indebtedness; or if there be no indebtedness, the full-face amount of the policy shall be paid to the second beneficiary.
- (b) Reducing term life insurance will pay the first beneficiary the amount of indebtedness at the time of the death of the insured.

Credit Life Continued:

- Policy status at renewal, refinancing or repayment of entire contract.
- (a) If through prepayment the indebtedness is discharged prior to the scheduled maturity date, the insured in all instances (except group credit reducing term life, which must be canceled) shall be given the option either to cancel or to retain such insurance. The option to cancel or to retain shall be set forth in writing either as a part of the policy or certificate or by separate written statement furnished to the debtor.
- (b) In the event of renewal or refinancing accounts where credit life insurance is written on the new loan, any unexpired credit life insurance which was written in connection with the previous loan or loans, shall be concurrently canciled and proper credit given the berrower by refunding to him the unearned portion of the premium on the former policy or policies.
- In the event of a claim on the life of the insured, the premium is considered earned and no refund need be given.
- Suicide Exclusion If waiting period not reached by date of death by suicide, the premium must be refunded as of the date of loss. On joint life, the policy must be specific regarding termination or continuation of policy on life or survivor, and appropriate refund made in the event suicide does occur. Usually six months to one year.



Credit Life Continued:

- (a) Credit level term life insurance or group credit level term life insurance MAY be written as security on all loans made under the provisions of the Industrial Loan Act. Insurance coverage shall not exceed the face amount of the contract. The premium shall not exceed \$1.10 per annum per \$100.00 of the face amount of the loan unless otherwise authorized by law and applicable rules and regulations.
- (b) Credit decreasing term life insurance MAY be written on all loans made under the provisions of the Act. Insurance coverage shall not exceed the face amount of the contract. The premium shall not exceed 5.59 per annum per \$100.00 of the face amount of the loan unless otherwise authorized by law and applicable rules and regulations. For premiums not based on initial insured indebtedness, the premium shall not exceed a monthly rate of \$.70 per \$1,000.00 of outstanding unpaid insured indebtedness.
- c) Single premiums for credit life insurance covering joint lives are as follows: \$.88 per annum per \$100.00 for Decreasing term Joint Life. \$1.51 per annum per \$100 for Level term Joint Life.





Credit Life Continued:

- · Refund of Premiums.
- (a) All unearned premiums on credit life insurance shall be made according to the Rule of 78's without regard to a minimum refund provision.
- (b) Refunds will be made in all instances of insurance cancellations due to prepayments, renewals, and refinancing except for a loan prepaid in full by credit life insurance proceeds; in this event life insurance premiums shall be considered **earned** unless otherwise provided in the insurance contract. This is the only insurance product under GILA that "zero's" out when a claim is paid. In other words, the remaining premium at DOD is earned.



Principal Party Rule

- Insurance is written on the life of the principal party; i.e.: the person repayment of the loan is expected from because;
- 1. They applied for the loan.
- 2. They possess assets, income or credit worthiness from which the expectation of repayment is reasonably drawn.
- · They are not an endorser or guarantor
- A. A spouse is not principal by only virtue of status without meeting the above criteria.
- B. The burden of proving the status of a person as a principal party for purposes of requiring insurance shall be the licensee.



Let's Calculate Life Premium:

- \$1000 Face Amount Loan for twelve months......The Level Life rate would be?
- \$1.10 x \$1000=\$11.00
- \$550 Face Amount Loan for 4 months......The Level Life rate would be? \$2.02
- Simply take the per annum premium and divide by 12 (annum) and the multiply by the number
 of months or term of loan as a percent. Multiple the factor by the Face Amount which will
 equal the total premium.

Let's Calculate Decreasing Life Premium:

- \$1000 Face Amount Loan for twelve months......The Decreasing Life rate would be?
- \$.59 x \$1000=\$5.90
- \$550 Face Amount Loan for four months......The Decreasing Life rate would be?
- \$.59/12 months % x's 4 months x \$550.00=\$1.08





Let's Calculate Life Claims:

Customer took out a loan on *December 17*, 2022. The first payment was due on *February 1st*, 2023. The customer passes away on *January 20*, 2023. The Face Amount of the loan was \$1200.00, and *Level Life* was written on the loan. If the Loan Pay Off is \$1000. What would the Second Beneficiary receive?

	Year Mo	nth D	ay
Date of Death	2023	1	20
	2022	13	20
Loan Origination Date	2022	12	17
	N/C	1	3

Answer

- Here is the Math:
- Since the first payment has not come due yet the entire Face Amount would be paid. It would be unfair to penalize or reduce benefits, if you will, before the first payment is even due. Since this is Credit Insurance, The First Beneficiary (The Finance Company) would receive \$1000.00 to pay the account off. The remaining amount would be paid to the Second Beneficiary of \$200.00. In these instances, I recommend detailing and/or describing the relationship of the second beneficiary as much as possible.
- If Decreasing Life was written on this loan, No Difference in the math.



Let's Calculate Life Claims:

Customer took out a 6-month loan on *July 7*, 2023. The first payment was due on *August 7*, 2023. The customer passes away on October 8, 2023. The face amount of the loan was \$600, and *Decreasing Life* was written on the loan. If the Loan Pay Off is \$150, What would the Second Beneficiary receive?

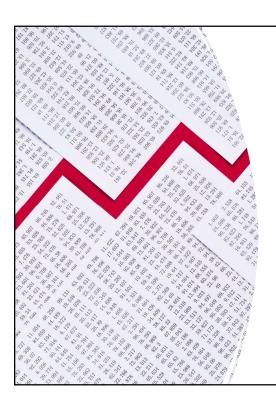
- Here is the Math:
- In this scenario, 3 Months and One day or 4 Months have expired. Since ALL Insurance Premiums and Refunds are calculated Rule of 78, **One Day in a New Month** constitutes a Full month for refund purposes, this loan has two months of benefits remaining. Take the FACE AMOUNT of \$600.00 and divide by 6 months to get a monthly factor of \$100. \$100 x's two months =\$200.00. If the Payoff is \$150.00 then the Second Beneficiary would receive the difference of \$50.00.

Year	Month	Day
2023	10	8
	·	
2023	7	7
N/C	3	1
	2023	2023 10

120-1-11-.03 Credit Accident and Sickness Insurance

- Coverage. Credit accident and sickness insurance MAY be written on all loans made under the provisions of the Georgia Industrial Loan Act.
- · However, any such insurance written in connection with such a loan shall not provide for monthly benefits which exceed the amount of one monthly repayment installment loan.
- Remember, the monthly benefit is less the maintenance charge of \$3 per month.
- (120-1-15-.06 Maintenance Charges Not to Be Considered in Calculation of Interest, Fees, Insurance and Other Charges).





Credit Accident and Sickness:

- (a) On loans where the actual amount of eash advanced is one hundred dollars (\$100.00) or less, no credit accident and sickness insurance shall be written which provides a waiting period more than three (3) days, coverage shall be retroactive, and no premium shall be charged for such insurance more than \$3.06 per annum per five dollars (\$5.00) per month benefit unless otherwise authorized by law and applicable.
- Rules and Regulations.
- (b) On loans where the actual amount of cash advanced is more than one hundred dollars (\$100.00), no credit accident and sickness insurance shall be written which provides a waiting period more than seven days. Coverage shall be retroactive, and no premium shall be charged for such insurance more than \$2.10 per amnum for five dollars (\$5.00) per month benefit unless otherwise authorized by law and applicable Rules and Regulations. Provided, however, if the waiting period is three (3) days, no premium shall be charged for such insurance more than \$3.06 per annum for five dollars (\$5.00) per month benefit unless otherwise authorized by law and applicable Rules and Regulations.

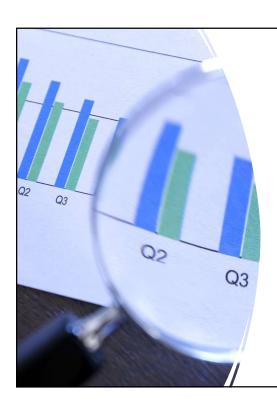
• 3 day-\$3.06 per \$5.00 month per annum 5.1% of the Face Amount of the loan (not per annum) MUST be written on any loan

• 7 day-\$2.10 per \$5.00 month per annum 3.5% of the Face Amount of the loan (not per annum)



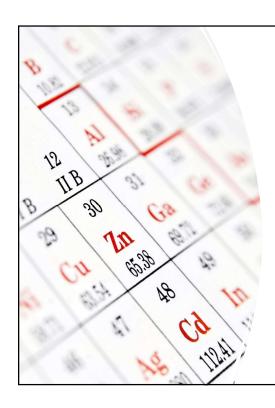
Credit Accident and Sickness Continued:

- · (4) Refund of Premiums.
- (a) All unearned premiums on credit accident and sickness insurance shall be refunded according to the Rule of 78's without regard to a minimum refund provision.
- (b) Refunds shall be made in all instances of insurance cancellations due to prepayments, renewals, and refinancing except for the loan being prepaid in full by accident and sickness insurance proceeds; in this event accident and sickness premiums shall be considered earned unless otherwise provided in the insurance contract.
- If the loan is paid out prior to the maturity date of the contract, the customer shall be given the option either to cancel the policy and receive a refund of unearned premiums or to retain said coverage through maturity date. This option shall be set forth in writing as part of the policy/certificate or by separate statement furnished to the debtor.



Credit Accident and Sickness Continued:

- Claim Forms. All insurance companies writing accident and sickness insurance in connection with loans made under the Georgia Industrial Loan Act shall use medical claim forms where in a doctor's signature is required in connection with making claims for losses occurring under accident and sickness policies.
- Claims relative to renewals and refinancing. Renewal or refinancing of a loan shall not operate to extinguish an insurance contract when as an incident to such renewal or refinancing another insurance contract is entered into by the same insurer and insured.
- Any new insurance contract issued incident to such renewal or refinancing shall
 be a continuation of the original contract and any waiting periods or existing
 disease provisions shall relate to the date of the initial insurance contract.
- No credit accident and sickness policy shall be issued in this State to cover two lives jointly.
- No late charges taken out during A&H Claim period.



A&H Calculations:

- 3 Day Retroactive
- 5.1% of the Face Amount of the loan (not per annum) MUST be written on any loan with a cash advance of \$100.00 or less.
- 7 Day Retroactive
- 3.5% of the Face Amount of the loan (not per annum)
- Both types pay for ALL day's customer is disabled but provide a minimum period of disability before benefits are due.



Let's Calculate A&H Premium:

\$1000 Face Amount and Loan is for 12 Months...

\$1000 X's 5.1% = \$51.00

OR....Take \$1000/12/\$5.00X's\$3.06=\$51.00

• \$600 Face Amount and Loan is for 4 Months....

600 X's 5.1% = 30.60

OR....Take \$600/12/\$5.00X's\$3.06=\$30.60



Let's Calculate Claims:

For 3-day retroactive A&H...Monthly Benefit is \$98. The customer was out sick for 17 days. How much would A&H pay? \$98/**30** days=\$3.27 per day X 17 days=\$55.59

Under the GILA, ALL months in Georgia are 30 days.



120-1-11-.04 Household Goods Fire Insurance.

- · Coverage.
- (a) Dual interest household goods insurance shall insure both the creditor and the debtor as their interest may appear against loss or damage caused by fire, lightning and collision;
- (b) Single interest household goods insurance shall insure only the interest of the Creditor Loss Payee or assignees against loss or damage caused by fire, lightning and collision.



120-1-11-.04

Household Goods Fire Insurance

- Rates. The rates for both single interest and dual interest household goods insurance shall be approved by the Georgia Insurance Department and the Georgia Industrial Loan Department. Rates may differ between single and dual interest insurance and between protected and unprotected areas. (Discussion)
- SINGLE INTEREST: 1% PER HUNDRED PER ANNUM OF THE FACE AMOUNT
- DUAL INTEREST: 2% PER HUNDRED PER ANNUM OF THE FACE AMOUNT
- UNPROTECTED COVERAGE: 3% PER HUNDRED PER ANNUM OF THE FACE AMOUNT



Credit Household Goods Fire Insurance:

- (3) No household goods insurance may be written where the maximum premium approved by the Georgia Insurance Department is less than one dollar (\$1.00).
- (4) Refund of premiums. All unearned premiums on single or dual interest household goods insurance included on a loan contract on items pledged as collateral to secure a loan shall be refunded according to the Rule of 78's. Refunds shall be given on all insurance contracts canceled before the expiration date.
- (5) Limitation, Coverage.
- (a) On loans where household goods are the only collateral and the actual market value
 is equal to or exceeds the face amount of the note, the insurance written shall not exceed
 the face amount of the note.
- (b) On loans where household goods are the only collateral and the actual market value is less than the face amount of the note, insurance, if written, shall be for the actual market value of the household goods.



Credit Household Goods Fire Insurance:

• Loss Payee. No licensee shall require fire insurance to be written on any household goods pledged as security for a loan if the borrower produces evidence that such pledged property is insured for the term of the loan and endorses the insurance policy to the licensee as assignee or loss payee. A licensee, who requires insurance on collateral pledged to secure a loan and who writes such insurance, shall be liable to the borrower in case of loss covered by the policy in the full amount even though coverage is provided by other insurance. The licensee cannot deny liability, or any part thereof, on the grounds that said collateral is covered by other insurance.



Property Insurance Calculate:

\$1000 Face Amount Loan for twelve months 1%, 2%, 3%.

\$10, \$20, 30\$.....Remember that the premium is **Per Hundred Per Annum**.



Let's Calculate Claims:

The loan is for 24 months with a Face amount of \$2200. The Total Loss **fire** took place on the last day of the contract. What are the total benefits due to the loan office and customer?

\$2200.....Remember that **all** property claims are paid on a level basis. Any remaining property refund is still due customer. Why?



AUTOMOBILE INSURANCE:

- Single Interest: Insures the creditor only against loss caused by fire, theft and collision
- RATES The rates for single interest automobile must meet the rules and regulations of the Georgia Insurance Department. Currently, VSI/ASI rates are found in a chart provided by your Insurance Company and/or Computer Vendor.
- TYPES:
- Vehicle Single Interest or Auto Single Interest (Chart)
- Limited Physical Damage (Factor)
- Collateral Protection Plan (Chart or Factor)
- Modified Single Interest (Factor)



AUTOMOBILE INSURANCE:

- LIMITATIONS
- No licensee shall require automobile insurance be written on an automobile pledged as security for a loan if the borrower produces evidence that the pledged property is insured for the term of the loan and endorses the insurance policy to the licensee as assignee or loss payee. If the licensee writes insurance on such loan, the licensee shall be liable to the borrower. The licensee cannot deny liability or any part thereof, on the grounds that said collateral is covered by other insurance.
- Single interest insurance may be written in an amount not to exceed the Face Amount of the loan or the "actual market value" of the automobile, whichever is smaller. (Discussion on Value).
- No licensee shall write fire, theft and collision insurance with a deductible and then write a separate policy on the same automobile for the deductible.



AUTOMOBILE INSURANCE

- DUAL COLLATERAL
- When personal property and an automobile are both pledged as collateral and the
 actual cash value and the market value for both is an amount less than the Face
 Amount of the loan, the insurance written is limited to the actual market value of the
 security.
- This applies whether single of dual interest automobile insurance is written.
- A licensee shall not divide the amount of insurance written on collateral in such a
 manner as to penalize the borrower in the amount of insurance premium required to
 be paid.
- REFUNDS Refunds on unearned premiums on single interest automobile shall be refunded by the rule of 78ths.

Automobile Single Interest Rate Chart

											ce Compar													
											Administrati	ve Office												
	10151 Deerwood Park Blvd. Building 100 Suite 500																							
Jacksonville. Florida 32256 ◆ (904) 350-9660																								
SEORGIA																								
Automobile Single I	utomobile Single Interest Rate Chart																							
TERM IN MONTHS																								
BALANCES	1	2	3	4	- 5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
S 0 - 100	4	5	- 6	7	8	9	10	11	12	13	14	15												
101 - 200	9	10	- 11	12	13	14	16	18	20	22	24	26												
201 - 300	18	19	20	21	22	23	25	27	29	31	33	35												
301 - 500	22	23	24	25	26	27	30	33	36	39	42	45	49	53	56	60	64	68	71	75	79	83	86	90
501 - 700	27	29	31	33	35	37	40	43	46	49	52	55	60	64	69	73	78	83	87	92	96	101	105	110
701 - 1000	32	34	36	38	40	42	46	50	54	58	62	66	72	77	83	88	94	99	105	110	116	121	127	132
1001 - 1200	38	41	44	47	50	53	.58	63	68	73	78	83	90	97	104	111	118	125	131	138	145	152	159	166
1201 - 1400	46	49	52	55	58	61	68	74	80	86	92	98	106	114	123	131	139	147	155	163	172	180	188	196
1401 - 1600	53	57	61	65	69	73	80	87	94	101	108	113	122	132	141	151	160	170	179	188	198	207	217	226 256
1601 - 1800 1801 - 2000	60	64 73	68	72 81	76 85	80 89	98	96 107	104	112	120	128	139	149	160	171	181	192 215	203	213 238	224 250	235 262	245	256
2001 - 2200	73	78	83	88	93	98	108	118	128	138	148	158	171	184	198	211	224	237	250	263	277	290	303	316
2201 - 2400	81	87	93	99	105	111	113	125	137	149	161	173	187	202	216	231	245	260	274	288	303	317	332	346
2401 - 2600	86	92	98	104	110	116	128	140	152	164	176	188	204	219	235	251	266	282	298	313	329	345	360	376
2601 - 2800	95	101	107	113	119	125	138	151	164	177	190	203	220	237	254	271	288	305	321	338	355	372	389	406
2801 - 3000	99	106	113	120	127	134	148	162	176	190	204	218	236	254	273	291	309	327	345	363	382	400	418	436
3001 - 3200	106	113	120	127	136	143	158	173	188	203	218	233	252	272	291	311	330	350	369	388	408	427	447	466
3201 - 3400	117	124	131	138	145	152	168	184	200	216	232	248	269	289	310	331	351	372	393	413	434	455	475	496
3401 - 3600	126	139	140	147	154	161	178	195	212	229	246	263	285	307	329	351	373	395	416	438	460	482	504	526
3601 - 3800	135	142	149	156	163	170	188	206	224	242	260	278	301	324	348	371	394	417	440	463	487	510	533	556
3801 - 4000	149	156	163	170	177	179	198	217	236	255	274	293	317	342	366	391	415	440	464	488	513	537	562	586
4001 - 4200	157	163	170	176	182	188	208	228	248	268	288	308	334	359	385	411	436	462	488	513	539	565	590	616
4201 - 4400	162	169	176	183	190	197	218	239	260	281	302	323	350	377	404	431	458	485	511	538	565	592	619	646
4401 - 4600	171	178	185	192	199	206	228	250	272	294	316	338	366	394	423	451	479 500	507	535	563	592	620	648	676
4601 - 4800 4801 - 5000	180	187	194	201	208	215	238 248	261	284 296	307	330 344	353	382	412	441	471 491	500	530 552	559 583	588 613	618	647	705	706 736
4801 - 5000 Over 5,000 Amount of	169	190	203	210	21/	224	248	212	296	320	344	308	0.0813	.0875	0.0938	0.1000	0.1063	0.1125	0.1188	0.125	0.1313	0.1375	0.1438	0.1500
Loan X Factor													0.0013		0.0738	0.1000	0.1003	0.1123	0.1188	0.123	0.1313	0.13/3	w.1430	0.1300
L																								

Automobile Single Interest Rate Chart

Administrative Office

He Charles Service Serv



Let's Calculate VSI Claim:

Customer took out a 6-month loan on *July* 7, 2023. The first payment was due on *August* 7, 2023. The customer totaled their automobile on October 8, 2023. The face amount of the loan was \$600, and all the coverage was placed on the auto.

Calculation....\$600/6 X's number of month's remaining(3). Benefit paid is \$300.

• Here is the Math: Calculation....\$600 Face Amount/6 Months X's number of month's remaining(3). Benefit paid is \$300. *Remember that benefits decrease exactly like Decreasing Life.

	YEAR	MONTH	DAY
Date of Accident	2023	10	8
Loan First Payment	2023	8	7
	N/C	2	1



120-1-11-.06 Non-Recording Insurance.

- · Non-Recording Insurance.
- No licensee shall charge any recording fee, or actual premiums on insurance used in lieu of such
 recording fee unless the amount of such fee or premium be fully set forth in the copy of the loan contract
 or voucher furnished to the borrower.
- Non-recording insurance may be written on loans with a face amount in excess of \$100.00. Such
 insurance may be written in lieu of recording the security instrument with the proper "public official or
 agency of the State" and protects the lender against losses.
- Rates. The rates for such non-recording insurance shall be those which meet the applicable standards and requirements contained in
- Chapter 9 of Title 33 of the Official Code of Georgia Annotated and the applicable Rules and Regulations of the Georgia Insurance Department.
- Restrictions
- · If no security exists on a loan, charges for non-recording insurance are illegal.
- A licensee shall not select non-recording insurance instead of recording if the choice will cost the borrower more money.



Non-Recording Insurance

- Commissions. A licensee shall not deduct a fee or commission from the borrower's
 payment of non-recording insurance premiums. Where commissions are returned to
 the lender, such shall be credited to the customer's account.
- A licensee may choose to record one class of collateral and non-record the other but cannot do both (record and non-record same security)
- If a lien is filed on the initial loan on personal property, you are prohibited from charging property non-recording on subsequent renewals of that loan.
- RATES:
- Personal Property \$20.00
- Automobile \$18.00 or as approved by the Georgia Department of insurance



Non-Recording Insurance

- · RESTRICTIONS: If no security exists on a loan, charges for non-recording are illegal.
- Licensee may charge \$20.00 property non-recording insurance on each loan that has personal
 property listed as collateral and \$18 for an auto that does not have a perfected lien charge.
- Face Amount more than \$100.00 if the collateral has changed.
- Licensee may charge their approved auto non-recording insurance premium on the initial loan
 made to a borrower that has an automobile (above 1985 model) listed and a Face Amount more
 than \$100.00.
- Licensee may charge both property and automobile non-recording insurance on the initial loan.
 If the contract has personal property and an automobile listed and a Face Amount more than \$100.00.
 Licensee may not charge automobile non-recording insurance on the subsequent renewals of the initial loan but may charge fee on a former customer loan that is re-opened.

Insurance Claims Register Discussion

Each licensee of the Georgia Industrial Loan Act shall maintain daily a complete insurance claims register. There shall be recorded on this register, with respect to all claims against insurance sold in connection with a loan made under the provisions of the Georgia Industrial Loan Act.

THE FOLLOWING INFORMATION MUST BE ENTERED ON THE REGISTER:

1.LOAN ACCOUNT NUMBER

2. BORROWER'S NAME

3. TYPE OF CLAIM FILED

4. DATE OF LOSS

5. AMOUNT OF THE CLAIM

6. DATE CLAIM WAS FILED

7. DATE CLAIM WAS PAID

8. AMOUNT CLAIM PAID

9. NAME AND ADDRESS OF ANY PERSON OR ENTITY TO WHOM PROCEEDS OF THE CLAIM WERE DISBURSED

10. DATE OF DEATH ON LIFE CLAIMS

11. NUMBER OF DAYS FILED FOR ON A DISABLILITY CLAIM

12. NUMBER OF DAYS ACTUALLY PAID FOR ON A DISABILITY CLAIM

REGISTER WILL INCLUDE ALL DENIED CLAIMS AND ALL PAID CLAIMS

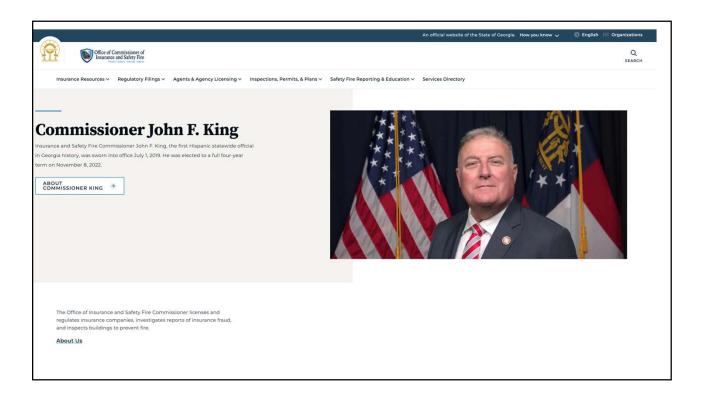
Coverage Description	Coverage Code	Premium Rate	Coverage Basis	Rates	Maximum Amount	Maximum Term	Refund Method	Minimum Refund Amount Cancellation Day Rule	Age I
Single/Decreasing Joint/Decreasing	227 374	\$0.59 per \$100 per year \$0.88 per \$100 per year	Gross		\$5,000	36 months	Rule 78s	Min \$0.00 15/16 30-day free look	18-
Single/Joint Level	376 378	\$1.10 per \$100 per year \$1.64 per \$100 per year	Gross		\$5,000	36 months	Rule 78s	Min \$0.00 15/16 30-day free look	18-
3-day retro 7-day retro	203	3 - \$3.06 per \$5.00 month per annum	Gross		\$500	36 months	Rule 78s	Min \$0.00 15/16 30-day free look	18
Personal Property Personal Property Vehicle (PPV)	512	Dual Interest - 52.00 per \$100 per year (ISO protection classes 1-7) Dual Interest - 53.00 per \$100 per year (all other ISO protection Classes)	N/A		\$15,000	60 months	Rule 78s	Min \$1.00 15/16 30-day free look	N
Personal Property Personal Property Vehicle (PPV)	512	Chart	N/A		\$15,000	60 months	Rule 78s	Min \$1.00 15/16 30-day free look	N
Single Premium	568	\$6.60 perannum	Flat Rate		\$100,000 (collective policy amount)	60 months	Pro rata	Min \$0.00	
Non-File	520 - Property 089 - Auto	\$20.00 - Property \$18.00 - Auto	N/A		\$15,000	60 months	NA	N/A	,

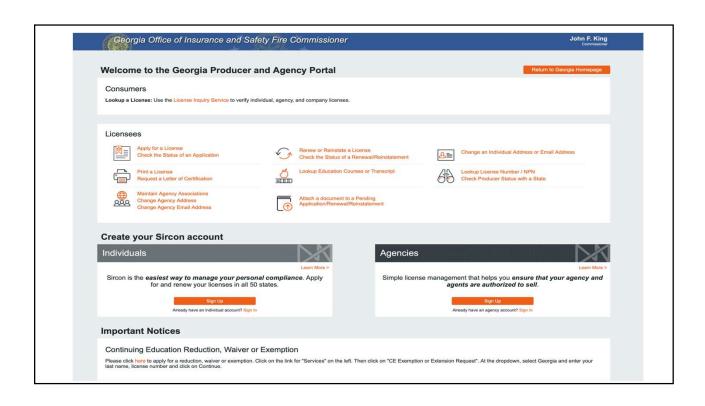
Your Personal Insurance License

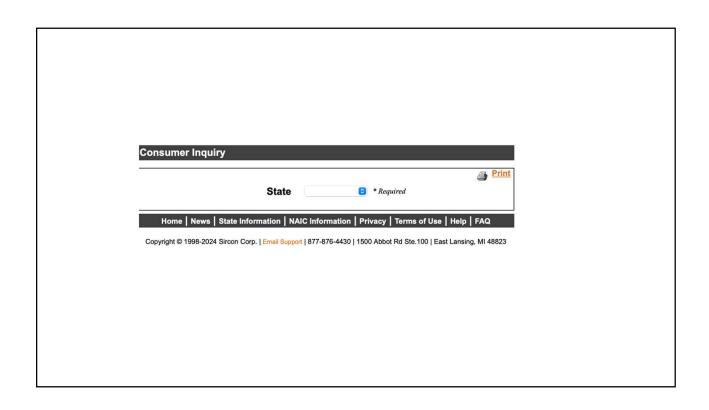
• As a resident licensee in Georgia, you're required to complete a certain number of continuing education (CE) requirements every other year (biennially), on or before the last day of your birth month. These requirements vary depending on your type of license and years of experience. Below you'll find a list of CE requirements based on license type as well as information about carry over credits, waivers, reductions, and restrictions and guidelines on continuing education.

Biennial CE Requirements by License Type

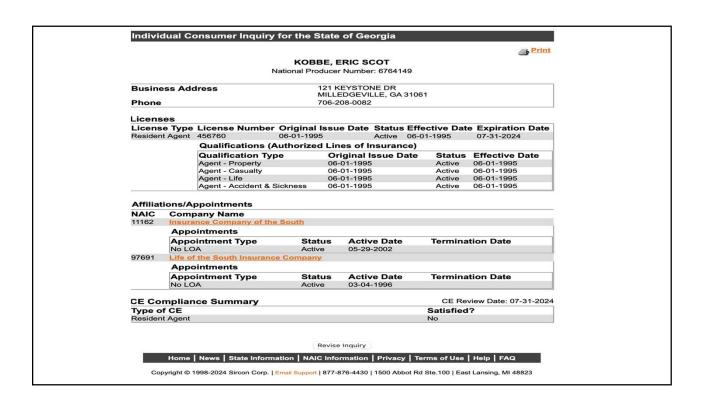
- Resident Licensees with less than 20 years of service 24 hours; 3 hours must be in ethics
- Resident Licensees with more than 20 years of service 20 hours; 3 hours must be in ethics
- Credit Insurance Only 10 hours of self study; no ethics requirement
- Limited Subagent Only 10 hours; no ethics requirement
- Workers Compensation Adjuster Only 20 hours of approved CE through the Workers Compensation Board; no ethics requirement.
- Agency License-120-2-3-.05 allows for an entity license under this code be deemed licensed under this Regulation.







Entity Type	○ Agency ○ Individual ○ Company * Required
License Number	
At least two of the	OR e following criteria must be entered.
Last Name	s following Chieffa must be emered.
First Name	
City	
Address Type	Business
Results can be optionally filtered by	y selecting either License Type or Qualification Type.
License Type	©
	OR
Qualification Type	



My Takeaway:

- There is a reason we have been around since 1955.
- Mr. Skinner....Three-legged stool.
- The law is fair to the Lender. Fair to the Borrower. Fair to the Regulator. Credit Insurance is a big part of the Fair qualities associated with them all.
- Much of that is also attributed to you and your involvement in the community helping people that can't borrow from banks or gain access to other forms of credit.
- We have always been a target by certain factions but because of the above, we remain strong. 2025 will be 70 years!



2021-2023 Fortegra Claims Experience

Credit Claims 2021 - YTD 2023

		Cicuit	110 2023							
Product		# Claims		\$ Claims Paid						
Product	2021	2022	YTD 2023	2021	2022	YTD 2023				
Life	36,170	28,939	19,837	62,359,975	52,718,070	37,997,480				
Disability	54,211	51,564	40,347	15,619,704	15,469,683	12,846,805				
IUI	18,495	5,566	5,277	4,790,503	1,593,741	1,582,103				
Property	8,909	3,928	2,526	21,672,148	8,157,413	5,489,329				
CPP	1,359	1,230	1,041	3,163,147	3,195,017	2,998,104				
VSI	1,783	1,710	1,215	2,343,858	2,207,821	1,728,269				
LPD	98	141	103	138,219	155,387	187,398				
AD&D	111	139	105	1,525,758	2,401,709	1,698,719				
Non-File	18,307	19,322	14,653	17,021,777	21,549,797	15,398,462				
Total	139,443	112,539	85,104	128,635,088	107,448,638	79,926,669				



