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**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

EILEEN-GAYLE COLEMAN,  
and ROBERT CASTRO, on  
behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

UNITED SERVICES  
AUTOMOBILE ASSOCIATION  
and USAA GENERAL  
INDEMNITY COMPANY,

Defendants.

) Case No. '21CV217 MMALL  
) **CLASS ACTION COMPLAINT FOR**  
) **DAMAGES, EQUITABLE AND**  
) **INJUNCTIVE RELIEF**  
) **1. Violation of the Unfair Competition**  
) **Laws, Cal. Bus. & Prof. Code**  
) **§ 17200 et seq.**  
)  
) **2. Violation of the Unruh Act,**  
) **Cal. Civ. Code 51, et seq.**  
)  
) **3. Violation of Cal. Mil. & Vet.**  
) **Code § 394**  
) **JURY TRIAL DEMANDED**

## COMPLAINT

Plaintiffs Eileen-Gayle Coleman and Robert Castro bring this action on behalf of themselves and all others similarly situated against United Services Automobile Association (“United Services”) and one of its wholly-owned subsidiaries, USAA General Indemnity Company (“USAA-GIC”). United Services and its property/casualty affiliates are referred to collectively as “USAA.”

### I. NATURE OF THE ACTION

1. USAA advertises, “We know what it means to serve.” It claims to “respect[] and honor[] the men and women in our nation’s military and their families who support them.” But as shown by its pricing of automobile insurance policies and its deceptive business practices, USAA respects and honors current and former military officers more than it does current and former enlisted personnel. USAA has violated the rights of enlisted personnel—those on active duty in pay grades E-1 through E-6 and veterans whose highest rank was in those grades (together, “Enlisted Policyholders”)—in at least three ways.

2. First, Defendants charge Enlisted Policyholders with collision coverage who qualify as good drivers under California law more for auto insurance than they charge officers with collision coverage who qualify as good drivers, in

1 violation of California Insurance Code section 1861.16, subd. (b).<sup>1</sup> That section  
2 provides that an insurer within a commonly-controlled group of insurance  
3 companies “shall sell[] a good driver discount policy to a good driver from an  
4 insurer within that common ownership, management, or control group[] which  
5 offers the lowest rates for that coverage.” Cal. Ins. Code § 1861.16(b). USAA-  
6 GIC’s failure to sell good driver discount policies to Enlisted Policyholders with  
7 collision coverage who are statutory good drivers from the USAA company  
8 offering the least expensive good driver discount policy for policyholders with  
9 collision coverage—United Services—thus violates section 1861.16, subd. (b).  
10  
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12  
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14 3. Second, USAA deceives Enlisted Policyholders by omitting military  
15 status from what it represents to be the complete list of information it considers in  
16 setting auto insurance premiums. Notably, military status as officer or enlisted—  
17 information USAA does not disclose—can have a greater effect on the premium a  
18 USAA insured pays than does much of the information USAA does disclose.  
19 Defendants have violated the Unfair Practices Act, Cal. Ins. Code § 790 *et seq.*,  
20 through this deceptive practice.  
21  
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24 4. Third, USAA discriminates against enlisted military personnel and  
25 enlisted veterans by consigning them to its substandard insurance company,  
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<sup>1</sup> All statutory references are to the Insurance Code unless otherwise designated.

1 USAA-GIC, which charges higher base rates for automobile insurance than does  
2 United Services. United Services offers insurance to current and former military  
3 officers, but not to Enlisted Policyholders. By discriminating against Enlisted  
4 Policyholders, USAA has violated the Unruh Civil Rights Act (“Unruh Act”), Cal.  
5 Civ. Code § 51, *et seq.*, and Cal. Mil. & Vet. Code § 394 (“Military Non-  
6 Discrimination Act”).  
7

8  
9 5. By violating the good driver protections of the California Insurance  
10 Code, the California Unfair Practices Act, the Unruh Act, and the Military Non-  
11 Discrimination Act, United Services and USAA-GIC also have violated the Unfair  
12 Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 *et seq.*  
13  
14

15 6. Plaintiffs bring these claims on behalf of a class of Enlisted  
16 Policyholders with collision coverage and a subclass of Enlisted Policyholders  
17 with collision coverage who qualify as statutory good drivers, as more fully set out  
18 below.  
19

## 20 II. PARTIES

### 21 Plaintiffs

22 7. Plaintiff Eileen-Gayle Coleman is a citizen of California residing in  
23 the City of Oceanside. She served as a Radio Operator in the United States Marine  
24 Corps, on active duty from 2013 to 2017, and then in the reserves for two years.  
25 She is currently insured by USAA-GIC and has been insured by USAA-GIC since  
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1 2015. Plaintiff Coleman is a statutory good driver. Her USAA policy includes  
2 collision coverage. She is a representative of the Enlisted Policyholder Class and  
3 the Enlisted Policyholder Good Driver Subclass.  
4

5 8. Plaintiff Robert Castro is a citizen of California residing in the city of  
6 Banning. He served as a culinary specialist in the Army, stationed in Germany  
7 until 2012 and then at Fort Irwin in San Bernardino County. He was on active duty  
8 until 2017, and then served in the National Guard until July 2020. He has been  
9 insured by USAA-GIC since 2009 and is currently insured by USAA-GIC. His  
10 USAA policy includes collision coverage. Plaintiff Castro is a statutory good  
11 driver. He is a representative of the Enlisted Policyholder Class and the Enlisted  
12 Policyholder Good Driver Subclass.  
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15

16 **Defendants**  
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18 9. According to its most recent Annual Statement filed with the  
19 California Department of Insurance, “United Services Automobile Association is a  
20 reciprocal interinsurance exchange domiciled in Texas.” Its Annual Statement  
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1 identifies “United States Automobile Association and its property and casualty  
2 affiliates” collectively as “USAA.”<sup>2</sup>  
3

4 10. USAA writes auto insurance through four different insurers that  
5 operate under common management and control. These four commonly managed  
6 and controlled insurers are the parent company, United Services Automobile  
7 Association (“United Services”); USAA General Indemnity Company (“USAA-  
8 GIC”); USAA Casualty Insurance Company (“USAA-CIC”); and Garrison  
9 Property and Casualty Insurance Company (“Garrison”). United Services owns  
10 100% of the common stock of USAA-CIC and USAA-GIC. USAA-CIC owns  
11 100% of the common stock of Garrison.  
12  
13  
14

15 11. Each of the four USAA companies insures a different segment of the  
16 military or military family members. According to their underwriting guidelines,  
17 United Services insures commissioned officers as well as senior non-  
18 commissioned officers in pay grades E-7 or higher. USAA-CIC insures family  
19  
20  
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22  
23 <sup>2</sup> The Annual Statements of United Services and each of its affiliates contain the  
24 following phrase: “Membership in United Services Automobile Association and its  
25 property and casualty affiliates (USAA) is generally open to anyone who is  
26 currently serving in the U.S. military . . . .” United Services and its affiliates thus  
27 use the term “USAA” to refer collectively to both United Services and its  
28 property/casualty affiliates. The complaint thus uses the term “USAA” as United  
Services does—to refer collectively to United Services and its property/casualty  
affiliates—and the term “United Services” to refer solely to United Services  
Automobile Association.

1 members of those who qualify for United Services. Garrison insures military  
2 family members who do not qualify for USAA-CIC. And USAA-GIC insures  
3 enlisted people in pay grades E-1 through E-6. USAA-GIC's base rates are  
4 substantially higher than those charged by the other three USAA companies.  
5

6  
7 12. Defendant United Services—which is both the parent reciprocal  
8 interinsurance exchange and an insurance underwriting company—is organized  
9 under the laws of the State of Texas. Its principal place of business is at 9800  
10 Fredericksburg Road, San Antonio, TX 78288.  
11

12 13. Defendant USAA-GIC, a direct subsidiary of United Services, is  
13 organized under the laws of the State of Texas. Its principal place of business is at  
14 9800 Fredericksburg Road, San Antonio, TX 78288.  
15

### 16 **III. JURISDICTION AND VENUE**

17

18 14. This court has personal jurisdiction over Defendants because they  
19 have registered with the California Secretary of State; because they have purposely  
20 availed themselves of the privilege of conducting business in California; because  
21 they currently maintain systematic and continuous business contacts with this  
22 State; and because the events giving rise to Plaintiffs' claims arose out of those  
23 systematic and continuous business contacts with the State.  
24

25  
26 15. This Court has subject matter jurisdiction based on diversity of  
27 citizenship under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). The  
28

1 aggregate amount in controversy exceeds \$5 million, the proposed Class and  
 2 Subclass each have at least 100 members, and both Plaintiffs have diverse  
 3 citizenship from both Defendants.  
 4

5 16. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) because  
 6 both Defendants reside in this judicial district for purposes of this lawsuit. Venue is  
 7 proper in this District under section 1391(b)(2) because a substantial part of the  
 8 events or omissions giving rise to Plaintiffs' claims occurred in this district.  
 9  
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#### 11 **IV. STATUTORY BACKGROUND**

##### 12 **A. The Good Driver Protection Provisions of Proposition 103**

13 17. Proposition 103 added Article 10, "Reduction and Control of  
 14 Insurance Rates," to the Insurance Code (§ 1861.01 *et seq.*) in 1988. Among other  
 15 things, it established an objective definition of a good driver under California law,  
 16 Cal. Ins. Code §1861.025,<sup>3</sup> and mandated that insurers sell a good driver discount  
 17 policy to anyone qualifying as a good driver at 20% less than he or she would  
 18 otherwise pay. Cal. Ins. Code § 1861.02(b)(1). In addition, and fundamental to this  
 19 case, after Proposition 103 was enacted the legislature amended Proposition 103 to  
 20 require that when multiple affiliated insurers are under common management or  
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 28 <sup>3</sup> With certain exceptions, a driver is a "good driver" if he or she has had no more  
 than one violation point during the previous three years.



1 control, any of those commonly controlled insurers must sell to a good driver a  
 2 good driver discount policy from the commonly controlled insurer offering the  
 3 lowest rates for that coverage. Cal. Ins. Code § 1861.16(b). Specifically,  
 4 § 1861.16(b) provides that:  
 5

6       an agent or representative representing one or more insurers having common  
 7 ownership or operating in California under common management or control  
 8 shall offer, and the insurer shall sell, a good driver discount policy to a good  
 9 driver from an insurer within the common ownership, management, or  
 10 control group, which offers the lowest rates for that coverage.

11       18. Section 1861.16(b) further specifies that the requirement that an  
 12 insurer in a commonly controlled group of insurers sell a good driver discount  
 13 policy from the commonly controlled insurer offering the lowest rates for good  
 14 driver coverage applies “notwithstanding the underwriting guidelines” of either  
 15 any individual commonly controlled insurer or the commonly controlled group of  
 16 insurers as a whole.  
 17  
 18

19 **B. The Prohibition on Untrue, Deceptive or Misleading Statements Under the**  
 20 **Unfair Practices Act**

21       19. Subsection 790.03 of the Unfair Practices Act, in subsections (a)  
 22 through (j), defines numerous practices as unfair methods of competition and  
 23 unfair and deceptive acts or practices in the business of insurance. One such  
 24 practice, as set forth in subsection (b), is making any statement in the conduct of an  
 25 insurance business “which is untrue, deceptive, or misleading, and which is known,  
 26  
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1 or which by the exercise of reasonable care should be known, to be untrue,  
2 deceptive, or misleading.”  
3

#### 4 **C. The Unruh Civil Rights Act**

5 20. The Unruh Civil Rights Act provides:

6 All persons within the jurisdiction of this state are free and equal, and no  
7 matter what their sex, race, color, religion, ancestry, national origin,  
8 disability, medical condition, genetic information, marital status, sexual  
9 orientation, citizenship, primary language, or immigration status are entitled  
10 to the full and equal accommodations, advantages, facilities, privileges, or  
services in all business establishments of every kind whatsoever.

11 Cal. Civ. Code § 51(b).  
12

13 21. Proposition 103 made the Unruh Act applicable to the business of  
14 insurance for the first time. Cal. Ins. Code § 1861.03(a). The Unruh Act’s  
15 prohibition of discrimination therefore includes the prohibition of discrimination  
16 by insurance companies.  
17

18 22. In enacting the Unruh Act, the California Legislature intended to  
19 prohibit all arbitrary discrimination by business establishments. Past judicial  
20 interpretations and legislative amendments have consistently reaffirmed that the  
21 Unruh Act’s recitation of certain characteristics as prohibited bases of  
22 discrimination is illustrative rather than restrictive.  
23

24 23. In Military and Veterans Code § 394, the California Legislature  
25 makes clear that one of the prohibited bases of discrimination under the Unruh Act  
26 is military status. As discussed below, Section 394 prohibits discrimination against  
27  
28

persons because of membership in the military. Subsection 394(h) states that “[t]he remedies provided for in this section are not intended to be exclusive but are in addition to the remedies provided for in other laws, including Sections 51 and 52 of the Civil Code [the Unruh Act].” If the Unruh Act did not protect military members from arbitrary discrimination, the last clause of that sentence would be incorrect.

#### **D. Military and Veterans Code § 394(a)**

24. Military and Veterans Code § 394(a) states:

A person shall not discriminate against a member of the military or naval forces of the state or of the United States because of that membership. A member of the military forces shall not be prejudiced or injured by a person, employer, or officer or agent of a corporation, company, or firm in terms, conditions, or privileges with respect to that member’s employment, position or status ....

25. Proposition 103 also made the Military and Veterans Code applicable to the business of insurance. Cal. Ins. Code § 1861.03(a).

#### **E. The Application of the UCL to the Business of Insurance Through Cal. Ins. Code § 1861.03(a)**

26. The UCL prohibits any unlawful, unfair, or fraudulent business act or practice, and Section 1861.03(a) of Proposition 103 made the UCL applicable to the insurance industry for the first time. Therefore, violations of the good driver protection provisions and Unfair Practices Act of the Insurance Code, violations of

the Unruh Act, and violations of the Military and Veterans Code are also violations of the UCL.

## V. USAA'S UNLAWFUL CONDUCT

### A. USAA-GIC's Failure to Sell Enlisted Good Drivers with Collision Coverage the Good Driver Discount Policies to Which They Are Entitled

27. The only good driver discount policy USAA-GIC offers and sells to Enlisted Policyholders who qualify as statutory good drivers is a good driver discount policy written by USAA-GIC. While United Services offers and sells to officers who qualify as statutory good drivers a good driver discount policy that is less expensive than good driver discount policies offered by USAA-GIC, USAA-GIC does not offer or sell that United Services good driver discount policy to Enlisted Policyholders who are statutory good drivers.

28. The California Department of Insurance ("CDI") never approved USAA-GIC's conduct of failing to offer and sell to Enlisted Policyholders with collision coverage who are statutory good drivers a good driver discount policy from the insurer under common control with it that offers such policyholders the lowest rates for good driver coverage.

29. The CDI never approved USAA's conduct of failing to offer and sell to Enlisted Policyholders with collision coverage who are statutory good drivers a good driver discount policy from the insurer under common control with it that offers such policyholders the lowest rates for good driver coverage.

1           30. Insurance companies under common control are not required to sell  
 2 good driver discount policies issued by other insurers under the same ownership or  
 3 control if the Insurance Commissioner finds that such companies satisfy eight  
 4 separate conditions. Cal. Ins. Code § 1861.16(c). Those conditions include being  
 5 independently managed and directed, Cal. Ins. Code §1861.16(c)(1)(A), and  
 6 having separate sales and marketing operations, §§ Cal. Ins. Code  
 7 1861.16(c)(1)(F), (G).

8           31. Neither USAA nor any of its commonly controlled insurers have ever  
 9 asked the Commissioner to find that they do meet any of the Cal. Ins. Code §  
 10 1861.16(c) conditions, and the Commissioner has never so found.

11 **B. USAA's Unfair and Deceptive Conduct with Respect to Enlisted**  
 12 **Policyholders**

13           32. USAA claims that it considers only the following information in  
 14 calculating the premiums it charges:

- 15           a. Driving Experience
- 16           b. Location
- 17           c. Vehicle Type
- 18           d. Vehicle Use
- 19           e. Financial Responsibility Surcharge
- 20           f. Chargeable Incidents
- 21           g. Discounts:
  - 22               i. Anti-theft
  - 23               ii. Away at School
  - 24               iii. Driver Training
  - 25               iv. Good Student
  - 26               v. Good Driver
  - 27               vi. Mature Driver Improvement Course
- 28

- vii. Military Installation Garaging
- viii. Multi-Car
- ix. Multi-Policy
- x. New Vehicle
- xi. Occasional Operator
- xii. Passive Restraint Device
- xiii. Persistency
- xiv. Premier Operator
- xv. Storage Discount
- xvi. Vehicle Injury

33. USAA sets forth the above factors under the heading “Information Used to Determine Your Premium in California,” on the third page of the standard Automobile Policy Packet it sends to its policyholders<sup>4</sup> when they purchase or renew their policies. USAA directs its policyholders to this information on the first page of its Packet, under the heading “Important Messages.” It states: “[f]or information about the available discounts and the factors we use to determine premiums, please read the enclosed flier, ‘Information used to Determine Your Premium.’” It does not list a person’s military status as information it uses to determine premiums. Notwithstanding USAA’s representation that it considers 22 types of information, none of which is military status, in determining premiums, in fact USAA does consider military status in determining premiums. USAA places officers (pay grades E-7 and above) and enlisted people (pay grades E-1 through

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<sup>4</sup> A copy of that page is attached as Exhibit A.

E-6) in separate affiliated companies, and charges drivers with collision coverage higher rates in the company for enlisted people—USAA-GIC—than it charges drivers with collision coverage in the company for officers, United Services.

34. That enlisted people with collision coverage pay more than officers with collision coverage is made clear by the difference between the collision base rates USAA has been charging to enlisted people, through USAA-GIC, and the collision base rates USAA has been charging to officers, through United Services. Since February 2017, those rates have been as follows:

**USAA Collision Base Rates**

<u>Effective Date</u>	<u>United Services</u>	<u>USAA-GIC</u>	<u>Difference</u>
02/18/2017 <sup>5</sup>	\$371.96	\$583.49	56.9%
12/28/2017 <sup>6</sup>	\$365.99	\$603.63	64.9%
10/01/2019 <sup>7</sup>	\$354.35	\$584.69	65.0%
03/05/2020 <sup>8</sup>	\$354.62	\$619.54	74.7%

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<sup>5</sup> USAA Auto Class Plan Filing, SERFF Tracking #USAA-130660519, State Tracking #16-5274, February 18, 2017.

<sup>6</sup> *Id.*

<sup>7</sup> USAA Auto Class Plan Filing, SERFF Tracking #USAA-131769162, State Tracking #19-14, October 1, 2019.

<sup>8</sup> USAA Auto Class Plan Filing, SERFF Tracking #USAA-131983679, State Tracking # 19-2149, March 5, 2020.

1           35. More than 80% of USAA-GIC insureds have collision coverage. Of  
2 the standard six auto insurance coverages typically included in auto insurance  
3 policies—bodily injury liability (BI), property damage liability (PD), medical  
4 payments (MED), uninsured motorist (UM), comprehensive (COMP), and  
5 collision (COLL), collision accounts for more than 40% of the typical USAA-GIC  
6 premium. That is about the same percentage of the premium as BI and PD  
7 combined.  
8  
9

10  
11           36. Because of the magnitude of the difference between the collision base  
12 rate for officers and the collision base rate for enlisted people, and the fact that the  
13 collision premium accounts for such a large part of the total premium, all enlisted  
14 people with collision coverage pay more than they would pay if they were officers,  
15 regardless of any other provision of their policy.  
16  
17

18           37. In communicating with its policyholders and the general public,  
19 USAA consistently holds itself out as a single entity that it refers to as “USAA.”  
20 For example, the packet that USAA sends to Plaintiffs and Class members in  
21 connection with renewing their coverage uses the USAA name and logo  
22 throughout the packet, and consistently characterizes the packet as coming from  
23 “USAA.” Although it states that the insured’s insurance company is USAA  
24 General Indemnity Company, nothing in it provides Plaintiffs and other Enlisted  
25 Policyholders with notice that they are being placed in one company and that  
26  
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1 Officer Policyholders are placed in another, or that Enlisted Policyholders with  
2 collision coverage are paying higher rates than they would pay if they were  
3 officers.  
4

5 38. The documents available on the USAA website using its search  
6 feature, including its bylaws, also do not disclose that USAA charges Enlisted  
7 Policyholders with collision coverage more than it charges Officer Policyholders  
8 with collision coverage. Additionally, USAA does not disclose this information in  
9 its online or television advertisements.  
10  
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12 39. By representing that it considers only 22 types of information, none of  
13 which is military status, in determining premiums, when in fact it does consider  
14 that status in determining premiums, USAA has made representations that are  
15 untrue, deceptive, and misleading.  
16  
17

### 18 **C. USAA's Discriminatory Conduct with Respect to Enlisted Policyholders**

19 40. By placing Enlisted Policyholders in its wholly owned substandard  
20 subsidiary, USAA-GIC, which charges substantially higher premiums to  
21 policyholders with collision coverage than those USAA charges to Officer  
22 Policyholders with collision coverage through United Services, Defendants  
23 discriminate against enlisted persons on the basis of military status.  
24  
25

26 41. Enlisted personnel have very few opportunities in the military to be  
27 promoted to an officer.  
28

42. USAA continues to discriminate against enlisted people with collision coverage relative to officers with collision coverage after they leave the military: just as is the case with active-duty service members, USAA writes veterans who were enlisted through USAA-GIC and veterans who were officers through United Services.

43. Enlisted veterans have no ability to change their status after they leave the military.

44. No legitimate business interest justifies USAA's discrimination against enlisted men and women.

45. By charging enlisted policyholders with collision coverage more than it would charge them if they were officers, Defendants have intentionally discriminated against Enlisted Policyholders on the basis of their military status.<sup>9</sup>

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<sup>9</sup> Defendants' intentional discrimination on the basis of military status has a disparate impact by race: the percentage of enlisted service members who are Black or Hispanic is approximately twice the percentage of officers who are Black or Hispanic. For example, the percentages of active-duty Black enlisted members and officers by Service Branch in 2018 were as follows:

<u>Service Branch</u>	<u>Enlisted</u>	<u>Officers</u>
Army	23.6%	12.1%
Navy	19.0%	7.8%
Marine Corps	11.1%	5.7%
Air Force	18.8%	8.9%

## VI. DEFENDANTS' UNLAWFUL CONDUCT TOWARD PLAINTIFFS

46. Plaintiff Coleman is an enlisted member of the military. USAA-GIC offered and sold her only a higher-priced USAA-GIC policy, not a lower-priced United Services policy.

47. USAA has sent Plaintiff Coleman numerous written and electronic documents identifying its offerings. None of them explained that Enlisted Policyholders were offered policies only through USAA-GIC, that policies offered through USAA-GIC to policyholders with collision coverage were higher-priced than policies offered to Officer Policyholders with collision coverage through United Services, or that under California law enlisted statutory good drivers with collision coverage are entitled to the same favorable rates as officer statutory good drivers with collision coverage. Among the documents that USAA has sent to Plaintiff Coleman was the document identified in paragraph 31 above in which USAA, under the heading "Information Used to Determine Your Premium," lists 22 types of information but does not list military status.

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Dep't of Defense, Profile of the Military Community, 2018 Demographics, at 26, available at <https://download.militaryonesource.mil/12038/MOS/Reports/2018-demographics-report.pdf>.

1           48. Plaintiff Coleman has been insured by USAA for approximately five  
2 years and has always carried collision coverage. Plaintiff Coleman has continually  
3 qualified as a good driver pursuant to Cal. Ins. Code § 1861.025 while she has  
4 been insured by USAA-GIC, as shown in Exhibit B, but USAA-GIC has never  
5 offered nor sold her a good driver discount policy from United Services, the USAA  
6 insurer which offers the lowest rates for a good driver discount policy to drivers  
7 with collision coverage, as it is required to do by Cal. Ins. Code § 1861.16(b). Had  
8 Plaintiff Coleman been offered a good driver discount policy from United  
9 Services, she would have purchased it.  
10

11           49. Plaintiff Castro is an enlisted member of the military. USAA offered  
12 him only a higher-priced USAA-GIC policy, not a lower-priced United Services  
13 policy.  
14

15           50. USAA has sent Plaintiff Castro numerous written and electronic  
16 documents identifying its offerings. None of them explained that Enlisted  
17 Policyholders were offered policies only through USAA-GIC, that policies offered  
18 through USAA-GIC to policyholders with collision coverage were higher-priced  
19 than policies offered to Officer Policyholders with collision coverage through  
20 United Services, or that enlisted statutory good drivers with collision coverage  
21 were entitled to the same favorable rates as officer statutory good drivers with  
22 collision coverage. Among the documents that USAA has sent to Plaintiff Castro  
23  
24  
25  
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1 was the document identified in paragraph 30 above, in which USAA, under the  
2 heading “Information Used to Determine Your Premium,” lists 22 types of  
3 information but does not list military status.  
4

5         51. Plaintiff Castro has been insured by USAA since 2009, except for  
6 2012–2013. He has carried collision coverage during his entire time with USAA.  
7 Plaintiff Castro has continually qualified as a good driver pursuant to Cal. Ins.  
8 Code § 1861.025 while he has been insured by USAA-GIC, as shown in Exhibit C,  
9 but USAA-GIC has never offered nor sold him a good driver discount policy from  
10 United Services, the USAA insurer which offers the lowest rates for a good driver  
11 discount policy to drivers with collision coverage, as it is required to do by Cal.  
12 Ins. Code § 1861.16(b). Had Plaintiff Castro been offered a good driver discount  
13 policy from United Services, he would have purchased it.  
14  
15  
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17

18         52. Plaintiffs have taken all actions necessary to qualify for and obtain a  
19 good driver discount policy from the insurer within the USAA group offering the  
20 lowest rates for their good driver coverage. By failing to offer and sell to Plaintiffs  
21 a good driver discount policy from United Services, Defendants caused Plaintiffs  
22 to pay substantially more for USAA auto insurance than they were legally  
23 obligated to pay.  
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## VII. CLASS ALLEGATIONS

53. Plaintiffs, on behalf of themselves and all others similarly situated, bring this action pursuant to the Federal Rule of Civil Procedure 23. This action satisfies the numerosity, commonality, typicality, and adequacy requirements of Rule 23(a) and the predominance and superiority requirements of Rule 23(b)(3).

54. The proposed Enlisted Policyholder Class is defined as:

All enlisted persons in pay grades E-1 through E-6 who are citizens of California and who at any time during the applicable statute of limitations periods had collision coverage from USAA General Indemnity Company (USAA-GIC).

55. The proposed Enlisted Policyholders Good Driver Subclass is defined as:

All enlisted persons in pay grades E-1 through E-6 who are citizens of California, and who at any time during the applicable statute of limitation period had collision coverage from USAA General Indemnity Company (USAA-GIC) and who qualified as good drivers under Cal. Ins. Code 1861.025 and were not offered a good driver discount policy from United Services Automobile Association (United Services).

56. Excluded from the Class and the Subclass are (1) all present and former directors, officers, and management employees of the Defendants; (2) any policyholders who filed a pending lawsuit or a lawsuit dismissed with prejudice involving any of the claims asserted here; (3) employees of Plaintiffs' Class Counsel and their immediate families, any judge assigned to this case and their staff, and Defendants' counsel of record, their employees, and their immediate

1 families; and (4) all persons who timely execute a request for exclusion from the  
2 Class.

3  
4 57. Membership in the Class and Subclass is ascertainable based on  
5 computerized records maintained by Defendants. Plaintiffs reserve the right to  
6 modify or amend the definition of the proposed Class and Subclass before the  
7 Court determines whether certification is appropriate.  
8

9 **Numerosity**  
10

11 58. The Class and Subclass each contain many thousands of members.  
12 Joinder of all Class members is impracticable.  
13

14 **Commonality and Predominance**

15 59. Common questions of law and fact exist as to all members of the  
16 Class and predominate over questions affecting only individual Class members.  
17 The common legal and factual questions include, but are not limited to, the  
18 following:  
19

- 20  
21 a. whether Defendants charged higher premiums to Class members than  
22 they did to similarly situated Officer Policyholders;  
23  
24 b. whether discrimination based on military status is actionable under the  
25 Unruh Act;  
26  
27 c. whether discrimination based on military status is actionable under  
28 Military and Veterans Code § 394(a);

- d. whether Defendants' course of conduct in discriminating against Enlisted Policyholders was intentional and/or arbitrary;
- e. whether Defendants were required to inform all Class members of the existence of separate companies for officers and enlisted personnel and of the differences in premium charges between them;
- f. whether, having informed Class members that they considered 22 types of information in setting premiums, Defendants were required to disclose to Class members that their military status also was information Defendants considered in determining their premiums;
- g. whether Plaintiffs and Class members are entitled to injunctive relief;
- h. whether Plaintiffs and Class members are entitled to an award of punitive damages against Defendants; and
- i. whether Plaintiffs and Class members are entitled to recover their costs, attorneys' fees, and prejudgment interest.

60. Common questions of law and fact exist as to all members of the Subclass and predominate over questions affecting only individual Subclass members. The common legal and factual questions include, but are not limited to, the following:



- a. whether Defendants violated Cal. Ins. Code § 1861.16(b) by failing to offer and sell to Plaintiffs and Subclass members a good driver discount policy from United Services;
- b. whether Defendants were required to inform all Enlisted Policyholders qualifying as statutory good drivers that they were eligible to purchase a good driver discount policy from United Services;
- c. whether, having informed Subclass members that they considered 22 types of information in setting premiums, Defendants were required to inform them that Defendants also considered military status in determining premiums;
- d. whether Defendants violated the unlawful practices provision of the UCL by violating Cal. Ins. Code § 1861.16(b);
- e. whether Defendants violated the unfair practices provision of the UCL by violating Cal. Ins. Code § 1861.16(b);
- f. whether Plaintiffs and Subclass members are entitled to injunctive relief;
- g. whether Plaintiffs and Subclass members are entitled to an award of punitive damages against Defendants; and

1           h. whether Plaintiffs and Subclass members are entitled to recover their  
2           costs, attorneys' fees, and prejudgment interest.

3  
4    **Typicality**

5           61. Plaintiffs' claims are typical of the claims of other members of the  
6    Class and Subclass. Their claims arise out of the same discrimination in rates  
7    between Enlisted Policyholders and Officer Policyholders, the same dissemination  
8    of misinformation and failures to inform by Defendants, and the same non-  
9    compliance with California law related to good driver discounts.  
10

11  
12   **Adequacy of Representation**

13  
14           62. There are no conflicts of interest between Plaintiffs and members of  
15   the Class and Subclass. Plaintiffs are committed to this litigation and have retained  
16   counsel with the knowledge and resources to litigate insurance law class action  
17   claims.  
18

19   **Injunctive Relief**

20  
21           63. Defendants have acted, or refused to act, on grounds generally  
22   applicable to the Class, thereby making appropriate final injunctive relief or  
23   corresponding declaratory relief with respect to the Class as a whole, which can be  
24   granted under a class certified pursuant to Rule 23(b)(3) as well as to a class  
25   certified pursuant to Rule 23(b)(2).  
26  
27  
28

1           64. Without a class action, Class and Subclass members will continue to  
2 suffer damages and Defendants' violations of law will proceed without remedy.  
3

4 **Superiority**

5           65. Class and Subclass members have no interest in individually  
6 controlling the prosecution of separate actions.  
7

8           66. The damages sustained by individual Class and Subclass members are  
9 relatively small and the expense and burden of individual litigation make it  
10 impracticable for the Class and Subclass members individually to redress the  
11 wrongs done to them. But if they did file individual lawsuits, those lawsuits would  
12 be unduly burdensome in time and expense for the parties and Court.  
13  
14

15           67. Common liability issues exist between Defendants and all the  
16 members of the Class and Subclass. Thus, a summary judgment motion and/or trial  
17 of the Plaintiffs' claims will decide liability issues for all the members of the Class  
18 and Subclass. When Defendants' liability has been adjudicated, claims of all Class  
19 and Subclass Members can be determined formulaically and administered  
20 efficiently under the direction of or as determined by this Court.  
21  
22

23           68. This action will promote an orderly and expeditious administration  
24 and adjudication of the Class and Subclass claims, ensuring economies of time,  
25 effort, and resources, and will avoid the risk of inconsistent adjudications.  
26  
27  
28

1           69. There will be no insurmountable difficulty in the management of this  
2 lawsuit as a Class action.  
3

## 4                                   **VIII. CAUSES OF ACTION**

### 5                                   **FIRST CAUSE OF ACTION**

#### 6                   **Violation of §17200 of the California Business and Professions Code—** 7                   **Unlawful Business Practice Based on Violation of §1861.16(b)** 8                   **On Behalf of Plaintiffs and Subclass Members**

9           70. Plaintiffs hereby incorporate by reference the allegations contained in  
10 the preceding paragraphs.  
11

12           71. USAA-GIC's failure to sell enlisted people with collision coverage  
13 who are statutory good drivers a good driver discount policy from the USAA  
14 insurer offering the lowest rates for that coverage—United Services—violates Cal.  
15 Ins. Code § 1861.16(b). Enlisted Policyholders with collision coverage who are  
16 statutory good drivers are legally entitled to obtain good driver discount policies  
17 from United Services, the USAA insurer which offers the lowest rate for such  
18 policies to statutory good drivers with collision coverage.  
19  
20

21           72. Cal. Bus. and Prof. Code § 17200 prohibits any “unlawful” business  
22 act or practice. USAA's violation of § 1861.16(b) thus also constitutes a violation  
23 of § 17200.  
24

25           73. As a direct and proximate cause of Defendants' failure to offer  
26 enlisted policyholders with collision coverage who qualify as good drivers a good  
27 driver discount policy from United Services in violation of Cal. Ins. Code  
28

1 § 1861.16(b), Plaintiffs and the Subclass have lost money by paying unlawfully  
2 high automobile insurance premiums.  
3

4 74. Pursuant to Business and Professions Code §§ 17200 and 17203,  
5 Plaintiffs seek an order providing restitution and disgorgement relating to the  
6 above-described unlawful business acts or practices, and injunctive and declaratory  
7 relief as may be appropriate.  
8

9  
10 **SECOND CAUSE OF ACTION**  
11 **Violation of § 17200 of the California Business and Professions Code—**  
12 **Unfair Business Practice Based on §1861.16(b)**  
**On Behalf of Plaintiffs and Subclass Members**

13 75. Plaintiffs hereby incorporate by reference the allegations contained in  
14 the preceding paragraphs.  
15

16 76. Defendants have, in the course of their business and in the course of  
17 trade or commerce, undertaken and engaged in unfair business acts and practices  
18 by refusing to sell to Enlisted Policyholders with collision coverage who are  
19 statutory good drivers a good driver discount policy from United Services, the  
20 USAA insurer which offers such policyholders the lowest rate for that coverage.  
21

22 77. Defendants have also failed to inform Subclass Members of their right  
23 to the lowest California good driver rate available from any of Defendants’  
24 commonly controlled insurers.  
25

26 78. Cal. Bus. and Prof. Code § 17200 *et seq.* prohibits any “unfair”  
27 business act or practice.  
28

1           79. Defendants’ refusal to sell to Enlisted Policyholders with collision  
 2 coverage who are statutory good drivers a good driver discount policy from United  
 3 Services is “unfair” within the meaning of the UCL because Defendants’ conduct  
 4 is unconscionable, immoral, deceptive, unfair, unethical, oppressive, and/or  
 5 unscrupulous. Further, the gravity of Defendants’ conduct outweighs any  
 6 conceivable benefit of such conduct.  
 7

8  
 9           80. The above-described unfair business acts or practices present a threat  
 10 and likelihood of harm and deception to members of the Subclass in that  
 11 Defendants have systematically perpetuated the unfair conduct upon them and  
 12 other members of the public.  
 13  
 14

15           81. Pursuant to Business and Professions Code §§ 17200 and 17203,  
 16 Plaintiffs seek an order providing restitution and disgorgement of all profits  
 17 relating to the above-described unfair business acts or practices, and injunctive and  
 18 declaratory relief as may be appropriate.  
 19  
 20  
 21

22                           **THIRD CAUSE OF ACTION**  
 23                   **Violation of §17200 of the California Business and Professions Code—**  
 24                   **Unlawful Business Practice Based on Violation of § 790.03(a)**  
 25                   **On Behalf of Plaintiffs and Class Members**

26           82. Plaintiffs hereby incorporate by reference the allegations contained in  
 27 the preceding paragraphs.  
 28

1           83.   USAA’s representation, under the heading “Information Used to  
2 Determine Your Premium,” that it used only 22 different types of information,  
3 none of which is military status, in determining premiums, when in fact it did  
4 consider military status in determining premiums, violates Cal. Ins. Code  
5 § 790.03(b). That section prohibits making any statement containing any  
6 representation regarding the business of insurance “which is untrue, deceptive, or  
7 misleading, and which is known, or which by the exercise of reasonable care  
8 should be known, to be untrue, deceptive, or misleading.”

9           84.   Cal. Bus. and Prof. Code § 17200 prohibits any “unlawful, unfair or  
10 fraudulent business act or practice.” USAA’s violation of § 790.03(b) thus is also  
11 unlawful within the meaning of § 17200.

12           85.   Pursuant to Business and Professions Code §§ 17200 and 17203,  
13 Plaintiffs seek an order providing restitution and disgorgement relating to the  
14 above-described unlawful business acts or practices, and injunctive and declaratory  
15 relief as may be appropriate.

16  
17  
18  
19  
20  
21  
22  
23  
24                   **FOURTH CAUSE OF ACTION**  
25           **Violation of § 17200 of the California Business and Professions Code—**  
26           **Unfair Business Practice Based on Violation of § 790.03(b)**  
27           **On Behalf of Plaintiffs and Class Members**

28           86.   Plaintiffs hereby incorporate by reference the allegations contained in  
the preceding paragraphs.

1           87. Defendants have, in the course of their business and in the course of  
2 trade or commerce, undertaken and engaged in unfair business acts and practices  
3 by making material and misleading statements and omissions about the manner in  
4 which they determine auto insurance premiums. Specifically, USAA has  
5 represented, under the heading “Information Used to Determine Your Premium,”  
6 that it used only 22 different types of information, none of which is military status,  
7 when in fact it did consider military status in determining premiums.  
8  
9

10  
11           88. Cal. Bus. and Prof. Code § 17200 *et seq.* prohibits any “unfair”  
12 business act or practice. USAA’s representations that it used only 22 different  
13 types of information, none of which is military status, when in fact it did consider  
14 military status in determining premiums, constitute “unfair” business acts and  
15 practices under the UCL because such conduct is unconscionable, immoral,  
16 deceptive, unfair, unethical, oppressive, and/or unscrupulous. Further, the gravity  
17 of Defendants’ conduct outweighs any conceivable benefit of such conduct.  
18  
19

20  
21           89. The above-described unfair business acts or practices present a threat  
22 and likelihood of harm and deception to members of the Class and Subclass in that  
23 Defendants have systematically perpetuated the unfair conduct upon them and  
24 other members of the public.  
25

26           90. Pursuant to Business and Professions Code §§ 17200 and 17203,  
27 Plaintiffs seek an order providing restitution and disgorgement of all profits  
28



1 relating to the above-described unfair business acts or practices, and injunctive and  
2 declaratory relief as may be appropriate.  
3

4 **FIFTH CAUSE OF ACTION**  
5 **Violation of § 51 of the California Civil Code—**  
6 **The Unruh Civil Rights Act**  
7 **On Behalf of Plaintiffs and Class Members**

8 91. Plaintiffs hereby incorporate by reference the allegations contained in  
9 the preceding paragraphs.

10 92. The operative language of the Unruh Act provides that “[a]ll persons  
11 within the jurisdiction of this state are free and equal, and . . . are entitled to the full  
12 and equal accommodations, advantages, facilities, privileges, or services in all  
13 business establishments of every kind whatsoever.” Cal. Civ. Code § 51(b).  
14 Defendants are business establishments within the meaning of the Unruh Act.  
15

16 93. Past judicial interpretations and legislative amendments have made  
17 clear and consistently reaffirmed that the statute’s recitation of certain  
18 characteristics as prohibited bases of discrimination is illustrative rather than  
19 restrictive. In enacting the Unruh Civil Rights Act, the California Legislature  
20 intended to prohibit all arbitrary discrimination by business establishments. Under  
21 § 1861.03(a) of Proposition 103, which made the Unruh Act applicable to the  
22 business of insurance, the Unruh Act’s prohibition of discrimination includes a  
23 prohibition on discrimination in the insurance industry.  
24  
25  
26  
27  
28

1           94.   Discrimination on the basis of military status constitutes arbitrary  
2 discrimination violative of the Unruh Act, and denies Plaintiffs full and equal  
3 accommodations, advantages, facilities, privileges, or services in insurance in  
4 violation of the Unruh Act. Subsection 394(h) of the Military and Veterans Code  
5 makes clear that the Unruh Act protects employees against discrimination because  
6 of their military status.  
7

8  
9           95.   USAA knowingly maintains a subsidiary, USAA-GIC, to write  
10 insurance for enlisted persons with collision coverage at significantly higher rates  
11 than the rates USAA charges officers with collision coverage through United  
12 Services. USAA refuses to make the lower rates that are available to officers with  
13 collision coverage through United Services available to enlisted people with  
14 collision coverage.  
15  
16

17  
18           96.   The decision whether to treat current military personnel and veterans  
19 as enlisted or officers is based on their status, not their conduct. Military status is a  
20 personal characteristic that is extremely difficult for a servicemember to change  
21 while in the military, and which is essentially impossible for a servicemember to  
22 change after leaving the military.  
23  
24

25           97.   Defendants do not have a legitimate business interest in insuring  
26 officers through their preferred company, United Services, while insuring enlisted  
27 personnel through their substandard company, USAA-GIC.  
28

1           98. The actions of Defendants constitute intentional discrimination  
2 against Class members under the Unruh Civil Rights Act.  
3

4           99. Defendants' violation of the Unruh Act also constitutes unlawful and  
5 unfair conduct under the UCL.  
6

7           100. As a result of Defendants' acts and omissions, Class members have  
8 suffered injuries, including, but not limited to, denial of full and equal  
9 accommodations, advantages, facilities, privileges, or services through their  
10 insurance coverage with Defendants.  
11

12           101. Each Plaintiff and Class member seeks three times actual damages or  
13 \$4,000, whichever is greater, together with injunctive and declaratory relief and  
14 attorneys' fees, costs, and litigation expenses reasonably expended to remedy these  
15 violations.  
16  
17

18                           **SIXTH CAUSE OF ACTION**  
19                   **Violation of Military and Veterans Code § 394(a)**  
20                   **On Behalf of Plaintiffs and Class Members**

21           102. Plaintiffs hereby incorporate by reference the allegations contained in  
22 the preceding paragraphs.  
23

24           103. The operative language of Section 394(a) provides that "[a] person  
25 shall not discriminate against a member of the military or naval forces of the state  
26 or of the United States because of that membership. A member of the military  
27 forces shall not be prejudiced or injured by a person, employer, or officer or agent  
28

1 of a corporation, company, or firm in terms, conditions, or privileges with respect  
2 to that member's employment, position or status....”

3  
4 104. Each Defendant is a “person” within the meaning of Section 394(a).

5 105. Each Plaintiff and Class member is a “member of the military” within  
6 the meaning of Section 394(a).

7  
8 106. Defendants discriminated against members of the military—Plaintiffs  
9 and Class members—by charging them more than it charged to Officer  
10 policyholders for the same coverage.

11  
12 107. Defendants prejudiced or injured members of the military—Plaintiffs  
13 and Class members—in the terms, conditions, and privileges associated with their  
14 automobile insurance by consigning them to a position or status within their  
15 commonly controlled family of insurance companies that was inferior to the  
16 position or status they would have occupied if they had been officers.

17  
18 108. Defendants do not have a legitimate business interest in charging  
19 enlisted people with collision coverage more than they charge officers with  
20 collision coverage.

21  
22 109. The actions of Defendants constitute both intentional and disparate  
23 impact discrimination against Class members under Section 394. Defendants’  
24 discriminatory conduct includes but is not limited to intentionally charging  
25 Enlisted Policyholders with collision coverage significantly higher rates than they  
26  
27  
28

1 charge Officers with collision coverage. Even if Defendants' actions were not  
2 intentional, they have had a disparate impact on Plaintiffs and Class members.  
3

4 110. Defendants' violation of section 394 also constitutes unlawful and  
5 unfair conduct under the UCL.  
6

7 111. As a result of Defendants' acts and omissions, Class members have  
8 suffered injuries in the higher amounts they have paid for insurance coverage with  
9 Defendants.  
10

11 112. Each Plaintiff and Class member seeks their actual damages, together  
12 with injunctive and declaratory relief and attorneys' fees, costs, and litigation  
13 expenses reasonably expended to remedy these violations.  
14

## 15 **IX. PRAYER FOR RELIEF**

16 WHEREFORE, the Plaintiffs request that the Court enter judgment in their  
17 favor and in the favor of the members of the Class and Subclass and against  
18 Defendants jointly and severally as follows:  
19

- 20 1) Finding that this action satisfies the prerequisites for maintenance as a  
21 class action under Federal Rule of Civil Procedure 23 and certifying the  
22 Class and Subclass defined herein;  
23  
24
- 25 2) Designating Plaintiffs as representatives of the Class and Subclass and  
26 their counsel as class counsel to each;  
27  
28

- 1       3)   Declaring Defendants' practices described above to violate the Unruh  
2       Act, Section 394(a), the Insurance Code, and the UCL;
- 3
- 4       4)   Granting equitable and/or injunctive relief to the Plaintiffs and Class and  
5       Subclass members, including but not limited to an order preventing  
6       Defendants from continuing to charge discriminatorily high premium  
7       rates to Enlisted Policyholders, and disgorgement of, restitution of,  
8       and/or imposing a constructive trust upon the ill-gotten gains derived by  
9       Defendants;
- 10
- 11
- 12       5)   Awarding Plaintiffs and members of the Class and Subclass \$4,000 or  
13       three times their compensatory damages, whichever is greater;
- 14
- 15       6)   Awarding Plaintiffs and Class and Subclass members punitive damages;
- 16
- 17       7)   Awarding Plaintiffs' reasonable attorneys' fees and non-taxable  
18       expenses;
- 19
- 20       8)   Awarding Plaintiffs' taxable costs;
- 21       9)   Awarding pre- and post-judgment interest at the maximum rate permitted  
22       by applicable law; and
- 23
- 24       10)   Granting such further relief as the Court deems just.

### **JURY DEMAND**

25       Plaintiffs demand a trial by jury on all issues so triable.

26

27

28

1 Dated: February 4, 2021

s/ Harvey Rosenfield

2  
3 **CONSUMER WATCHDOG**

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*Attorneys for Plaintiffs and Proposed Class*

# EXHIBIT A



## INFORMATION USED TO DETERMINE YOUR PREMIUM IN CALIFORNIA

This information is designed to help you understand the factors we use to determine the premiums you pay for each private passenger vehicle we insure and to make you aware of all the discounts we offer. There is also an explanation of the Classification Code you see on your Declarations Page.

Factor	Explanation of factor
Driving experience	The number of years a driver has been licensed to drive.
Location	Where you garage your vehicle.
Vehicle type	The year, make and model of the vehicle, as well as its safety and security features.
Vehicle use	How the vehicle is used (i.e., business, farm, or other) and the total miles driven annually.
Financial Responsibility Surcharge	An additional premium charged when we must file a certificate of financial responsibility with the state at your request.
Chargeable incidents	<p>The rating plan we submitted to the California Department of Insurance allows us to consider convictions and at-fault accidents when determining your premium. We may charge additional premium for incidents accumulated within three years of the policy issue or renewal date. These chargeable incidents affect the premiums for the major coverages displayed on the Declarations page.</p> <ul style="list-style-type: none"> <li>• Conviction – A moving motor vehicle conviction.</li> <li>• At-fault accident – An accident for which the driver is 51% or more legally responsible and the accident outcome included a fatality, bodily injuries and/or property and/or collision damage in excess of \$1,000.</li> </ul>
Discounts	Discounts apply to your vehicle and/or the insured drivers in the household.

# EXHIBIT B

**AUTOMOBILE POLICY PACKET**

EILEEN GAYLE GUANIO COLEMAN  
231 HENSHAW CT APT B  
OCEANSIDE CA 92058-7611

GIC 03567 62 09 7101 6

POLICY PERIOD: EFFECTIVE SEP 27 2020 TO MAR 27 2021

**IMPORTANT MESSAGES**

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Please refer to attached form entitled "Notice of Information Practices" for privacy notice information.

Check your vehicle for a safety recall today! Visit [www.usaa.com/autorecall](http://www.usaa.com/autorecall) to learn more.

For information about the available discounts and the factors we use to determine premiums, please read the enclosed flier, "Information Used to Determine Your Premium."

Thank you for renewing your policy and allowing us to continue servicing your insurance needs. If you have any concerns or need to modify or cancel the renewal policy, please contact us immediately.

The amounts of your expiring and renewing annual mileage are the same, and they're listed as Annual Mileage on your Declarations page. If your estimated mileage for the coming year is different from the mileage listed on your Declarations, log on to [usaa.com](http://usaa.com), enter Auto Policy Summary in the search field, and click Change Usage and Annual Mileage. You can also contact us at the number below.

Your Uninsured Motorists Bodily Injury Coverage (UMBI) and Uninsured Motorists Property Damage (UMPD) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on [usaa.com](http://usaa.com). Or you may call us at 1-800-531-USAA (8722).

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

**To receive this document and others electronically, or manage your Auto Policy online, go to [usaa.com](http://usaa.com).**

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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## **AUTOMOBILE POLICY PACKET CONTINUED**

You may exclude from coverage any operator who does not qualify for the California Good Driver Discount. Please refer to the enclosed flier, "Information Used to Determine Your Premium."

TEXTING & DRIVING ... It Can Wait! Join USAA in the movement against distracted driving by going to <http://itcanwait.usaa.com> to watch powerful videos and take the pledge to not text and drive!

Coverage exclusions apply when your vehicle is used in ride sharing. If you need coverage for ride sharing activities, we're pleased to offer Ride Share Gap Protection. Please contact us for more information or to obtain a quote.

You may designate a third party to receive notice of policy cancellation or nonrenewal by completing the attached form 40CA.

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

b a c k

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 18600

EILEEN GAYLE GUANIO COLEMAN  
 WILLIAM D COLEMAN  
 231 HENSHAW CT APT B  
 OCEANSIDE CA 92058-7611

EILEEN GAYLE GUANIO COLEMAN  
 WILLIAM D COLEMAN

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
03567 62 09G 7101 6	09/27/20	03/27/21

Vehicle Make/Vehicle Identification Number	Year
DODGE 2C3CDXCT9EH277429	2014

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**California Evidence of Financial Responsibility****Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

**California Automobile Insurance Identification Cards**

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA 1 Rev. 06-13

08/24/20

55047-0513\_02

b a c k

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 18600

EILEEN GAYLE GUANIO COLEMAN  
 WILLIAM D COLEMAN  
 231 HENSHAW CT APT B  
 OCEANSIDE CA 92058-7611

EILEEN GAYLE GUANIO COLEMAN  
 WILLIAM D COLEMAN

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
03567 62 09G 7101 6	09/27/20	03/27/21

Vehicle Make/Vehicle Identification Number	Year
DODGE 2C3CDXCT9EH277429	2014

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**California Evidence of Financial Responsibility****Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

b a c k

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured

NAIC 18600

EILEEN GAYLE GUANIO COLEMAN  
231 HENSHAW CT APT B  
OCEANSIDE CA 92058-7611

EILEEN GAYLE GUANIO COLEMAN  
WILLIAM D COLEMAN

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number

03567 62 09G 7101 6

Effective Date

09/27/20

Expiration Date

03/27/21

Vehicle Make/Vehicle Identification Number

JEEP 1C4PJLDX5JD531371

Year

2018

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**California Evidence of Financial Responsibility****Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

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9800 Fredericksburg Road, San Antonio, Texas 78288

**California Automobile Insurance Identification Cards**

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You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA2 Rev. 06-13

08/24/20

55047-0513\_02

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**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured

NAIC 18600

EILEEN GAYLE GUANIO COLEMAN  
231 HENSHAW CT APT B  
OCEANSIDE CA 92058-7611

EILEEN GAYLE GUANIO COLEMAN  
WILLIAM D COLEMAN

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number

03567 62 09G 7101 6

Effective Date

09/27/20

Expiration Date

03/27/21

Vehicle Make/Vehicle Identification Number

JEEP 1C4PJLDX5JD531371

Year

2018

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**California Evidence of Financial Responsibility****Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288



USAA GENERAL INDEMNITY COMPANY

(A Stock Insurance Company)

9800 Fredericksburg - San Antonio, Texas 78288

CALIFORNIA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

Named Insured and Address	
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EILEEN GAYLE GUANIO COLEMAN  
231 HENSHAW CT APT B  
OCEANSIDE CA 92058-7611

State	02	03			Veh	POLICY NUMBER			
CA	215	215			<del>12</del>	03567 62 09G 7101 6			
POLICY PERIOD:						(12:01 A.M. standard time)			
EFFECTIVE						SEP 27 2020 TO MAR 27 2021			
OPERATORS									
01 EILEEN GAYLE GUANIO COLEMAN									
04 WILLIAM D COLEMAN									

**Description of Vehicle(s)**

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles One Way	Days Per Week
02	14	DODGE	CHARGER	4D	9000	2C3CDXCT9EH277429		P	
03	18	JEEP	CHER 4D LTD	4D	8000	1C4PJLDX5JD531371		P	

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 02 OCEANSIDE CA 92058-7611

VEH 03 OCEANSIDE CA 92058-7611

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES				LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)		VEH 02 6-MONTH D=DED AMOUNT PREMIUM \$		VEH 03 6-MONTH D=DED AMOUNT PREMIUM \$		VEH D=DED AMOUNT PREMIUM \$		VEH D=DED AMOUNT PREMIUM \$	
PART A - LIABILITY													
BODILY INJURY		EA PER	\$	30,000									
		EA ACC	\$	60,000		136.47		83.77					
PROPERTY DAMAGE		EA ACC	\$	50,000		179.62		109.66					
PART C - UNINSURED MOTORISTS													
BODILY INJURY		EA PER	\$	30,000									
		EA ACC	\$	60,000		40.69		29.34					
WAIVER OF COLL DEDUCTIBLE						3.67		2.64					
PART D - PHYSICAL DAMAGE COVERAGE													
COMPREHENSIVE LOSS		ACV LESS		D 500	67.13	D 500	39.19						
COLLISION LOSS		ACV LESS		D 500	431.43	D 500	229.34						
RENTAL REIMBURSEMENT													
ECONOMY CLASS					21.60								
MULTIPASSENGER/TRUCK CLASS							36.00						
TOWING AND LABOR					8.24		8.24						
TOTAL PREMIUM -						SEE FOLLOWING PAGE(S)							

## LOSS PAYEE

VEH 02 PACIFIC MARINE CREDIT UNION, FORT WORTH TX

VEH 03 NAVY FEDERAL CREDIT UNION, MERRIFIELD VA


ENDORSEMENTS: ADDED 09-27-20 - NONE

REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- RSGPCW(01) 5100CA(02)

INFORMATION FORMS: NIPFCA(05) 320CA(05) CADS(05) 40CA(01) 13580(03)  
999CA(19)

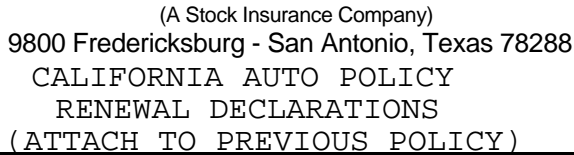
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IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,  
on this date AUGUST 24, 2020

  
Isaac Johnson, Secretary

*James A. Syring*  
James Syring, President





State		Veh	POLICY NUMBER
CA		<del>116</del>	03567 62 09G 7101 6
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE SEP 27 2020 TO MAR 27 2021			

EILEEN GAYLE GUANIO COLEMAN  
231 HENSHAW CT APT B  
OCEANSIDE CA 92058-7611

[illegible]


The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Pleasure

**This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.**

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	VEH		VEH		VEH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
VEHICLE TOTAL PREMIUM		888.85		538.18				
6 MONTH PREMIUM \$ 1427.03 PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW. \$ 175.38 INCLUDED IN PREMIUM FOR VEH 02 AS A RESULT OF AN ACCIDENT(S).								
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR: VEH 02 - MEDICAL PAYMENTS, EXTENDED BENEFITS COVERAGE VEH 03 - MEDICAL PAYMENTS, EXTENDED BENEFITS COVERAGE								

[illegible]

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,  
on this date AUGUST 24, 2020

  
Isaac Johnson, Secretary

*James D. Syring*  
James Syring, President



## SUPPLEMENTAL INFORMATION

EFFECTIVE SEP 27 2020 TO MAR 27 2021

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

## VEHICLE 02

ANNUAL MILEAGE DISCOUNT	-\$	43.83
ANTI-THEFT DISCOUNT	-\$	20.01
GOOD DRIVER DISCOUNT	-\$	222.21
OPERATOR 04		
MULTI-CAR DISCOUNT	-\$	140.50
MULTI-POLICY DISCOUNT	-\$	77.54
RENTERS, ALL OTHER PROPERTY AND CASUALTY LINES		
PERSISTENCY DISCOUNT	-\$	54.24

## VEHICLE 03

ANNUAL MILEAGE DISCOUNT	-\$	44.21
ANTI-THEFT DISCOUNT	-\$	11.28
GOOD DRIVER DISCOUNT	-\$	134.54
OPERATOR 01		
MULTI-CAR DISCOUNT	-\$	78.28
MULTI-POLICY DISCOUNT	-\$	43.21
RENTERS, ALL OTHER PROPERTY AND CASUALTY LINES		
NEW VEHICLE DISCOUNT	-\$	22.25
PERSISTENCY DISCOUNT	-\$	30.20
PREMIER OPERATOR DISCOUNT	-\$	143.52



9800 Fredericksburg Road  
San Antonio, Texas 78288

## NOTICE OF INFORMATION PRACTICES

This notice describes the information practices of the:

- United Services Automobile Association,
- USAA Casualty Insurance Company,
- USAA General Indemnity Company, and
- Garrison Property and Casualty Insurance Company.

These practices relate to the information we have about you. You may have also received our "Privacy Promise." However, the laws in your state require that we give you this notice. Any other notice does not limit your rights in this notice.

### COLLECTION OF INFORMATION

We collect information about you, and the individuals you add on your policy, from various sources. This data may be gathered from you and other sources by telephone, in person, electronically, or by mail. Some examples are shown below:

- Information you provide on applications and other forms, such as name, address, and date of birth.
- Information about your transactions with us, or with other companies. This means, for example, a request for a new policy, a policy change, or a billing transaction.
- Information from consumer reporting agencies, such as a motor vehicle report.
- Data from research firms and other data providers.
- Information gathered during the process of handling insurance claims, including health information.
- Information from government agencies, such as accident or theft reports.

### SHARING OF INFORMATION AS PERMITTED BY LAW

We may need to share some information about our current or former customers outside of USAA to properly manage our business. This includes sharing to efficiently service your accounts, to comply with laws, and for other routine business practices. For example, we may share such information with:

- You, when handling your insurance transactions.
- Our affiliates.
- Businesses that provide information to us or assist in settling claims. This may involve other insurers, medical care institutions or professionals, or repair shops.
- Regulatory, law enforcement, or other government agencies.
- Those who provide us a business service or help us with an insurance function, such as printers, mail houses, appraisers, or insurance support organizations.
- Those who assist us in detecting or preventing criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with an insurance transaction.
- Those who serve us with a facially valid administrative or judicial order, including a search warrant or subpoena.
- Those who conduct actuarial or research studies.

## IMPORTANT PRIVACY CHOICES

USAA provides two privacy opt out choices: (1) limit the information USAA uses for marketing and (2) limit the flow of information within USAA. You may opt out online by updating your Privacy Preferences at [usaa.com/optout](https://usaa.com/optout), or by calling us at (800) 531-7154. Opting out will make it difficult for us to serve you as you might expect. If you opt out:

- We may need you to repeat information that you have already provided and we may not be able to pre-fill applications for you.
- We may have to transfer your phone calls more often.
- We may not have information that allows us to offer you the products that best meet your needs.

## **AUTHORIZATION TO SHARE**

We honor any additional rights you may have under state laws. By not opting out, you authorize us to use and share your information within USAA.

## **SECURITY AND CONFIDENTIALITY PRACTICES**

USAA protects the information we collect. Access to this information is limited to those persons who must have it to do their jobs. We also have:

- Physical security at our buildings.
- Password protected databases and virus/intrusion detection software.
- Privacy compliance audits.

## **INFORMATION FOR INTERNET USERS**

USAA uses Internet cookies and related technology for your security, to manage our site and to provide more relevant offers. Visit our Security Center at [usaa.com](http://usaa.com) to learn more.

USAA collects personal information on USAA websites, web pages and "apps", as well as public information posted on social media, for site management, security, business and marketing purposes. Examples of information we may collect include: previous URL you visited, transaction information you submit, and clicks on USAA ads and related pages.

## **REVIEWING AND CORRECTING PERSONAL INFORMATION**

You may review our files of personal information about you. You may do this in person or request a copy. We are not required to provide information that relates to any claim, whether paid or not, or when the possibility of a lawsuit reasonably exists.

The review request must:

- Be in writing.
- Specify the type of personal information you wish to review.
- Include your name, address, and policy number.
- Be mailed to: USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288-0342

After we receive your request, we will:

- Inform you of the nature of the information we have.
- Confirm if the data you are requesting is available.
- Advise you of processing and copy fees. These fees are due before we provide any copies you request.

If you request medical information supplied by a medical care institution or professional, we will release the information to you and tell you the source of the information. If you direct us, we will release copies of this information to the licensed medical professional you designate. Mental health information may be supplied to you only with the approval of a qualified professional with treatment responsibility for the condition to which the information relates.

You may also request that we correct, amend, or delete incorrect personal information we have about you. This request must:

- Be made to us in writing.
- Be made separate from a review request.
- Explain what you believe is incorrect and why.
- Be mailed to the address given above.

## **INSURANCE SUPPORT ORGANIZATIONS AND THE INFORMATION RETAINED**

Insurance support organizations may keep information they give us. These firms may share that information with other persons as permitted by law.

**COMPLAINT NOTICE**

**Should any dispute arise about your premium or about a claim that you have filed, write or call us. The information shown below applies to the company displayed on the declaration page.**

**usaa.com**

**9800 Fredericksburg Rd.  
San Antonio, Texas 78288**

**(800) 531-USAA (8722)**

**The Department of Insurance should only be contacted if the problem cannot be resolved.  
You may write or call the Department of Insurance at:**

**www.insurance.ca.gov**

**California Department of Insurance Consumer Services Division  
300 S. Spring Street  
Los Angeles, California 90013**

**(800) 927-HELP (4357)**

## INFORMATION USED TO DETERMINE YOUR PREMIUM IN CALIFORNIA

This information is designed to help you understand the factors we use to determine the premiums you pay for each private passenger vehicle we insure and to make you aware of all the discounts we offer. There is also an explanation of the Classification Code you see on your Declarations Page.

Factor	Explanation of factor
Driving experience	The number of years a driver has been licensed to drive.
Location	Where you garage your vehicle.
Vehicle type	The year, make and model of the vehicle, as well as its safety and security features.
Vehicle use	How the vehicle is used (i.e., business, farm, or other) and the total miles driven annually.
Financial Responsibility Surcharge	An additional premium charged when we must file a certificate of financial responsibility with the state at your request.
Chargeable incidents	<p>The rating plan we submitted to the California Department of Insurance allows us to consider convictions and at-fault accidents when determining your premium. We may charge additional premium for incidents accumulated within three years of the policy issue or renewal date. These chargeable incidents affect the premiums for the major coverages displayed on the Declarations page.</p> <ul style="list-style-type: none"> <li>• Conviction – A moving motor vehicle conviction.</li> <li>• At-fault accident – An accident for which the driver is 51% or more legally responsible and the accident outcome included a fatality, bodily injuries and/or property and/or collision damage in excess of \$1,000.</li> </ul>
Discounts	Discounts apply to your vehicle and/or the insured drivers in the household.

## DISCOUNTS

We will automatically include all discounts that we know apply to your vehicle and the insured drivers in the household. Your discounts are listed on the Supplemental Information page attached to your policy. The following discounts are available.

Discount	Is offered...
Anti-theft	When your vehicle is equipped with a vehicle recovery system (a system that emits a signal when activated).
Away at School	When a driver is an occasional operator with less than 14 years driving experience, is a full-time student and resides more than 100 miles away from home without a vehicle.
Driver Training	To drivers with less than three years of driving experience who successfully completed an approved driver training course.
Good Student	To drivers with fewer than nine years driving experience who are full-time students maintaining at least a 3.0 or a "B" average.
Good Driver	<p>To drivers who have both of the following:</p> <ul style="list-style-type: none"> <li>A three year history of: <ul style="list-style-type: none"> <li>Continuous licensing,</li> <li>No more than one traffic conviction or at-fault accident with physical damages exceeding \$1,000 and</li> <li>No at-fault accidents involving bodily injuries exceeding \$1,000 or a fatality.</li> </ul> </li> <li>A 10-year history of no convictions for driving under the influence of alcohol and/or drugs.</li> </ul> <p>If a driver no longer qualifies for the Good Driver Discount, you may exclude the driver from coverage.</p>
Mature Driver Improvement Course	To principal drivers, age 55 or older, who successfully complete a mature driver improvement course approved by the California Department of Motor Vehicles. We'll need a copy of the completion certificate to apply the discount. The discount renews automatically for three years after the course completion date if the driver has no at-fault accidents or convictions.
Military Installation Garaging	When a vehicle is garaged on a military installation.
Multi-Car	When we insure two or more eligible vehicles on the same policy.
Multi-Policy	When you have other policies (non-auto) in effect with us when your auto policy is issued or renewed.
New Vehicle	When your vehicle is no more than three years old. For the purpose of this discount, a vehicle ages as of Oct. 1 of the current year.
Occasional Operator	To an insured driver who is neither the owner nor principal driver of any one vehicle.

Passive Restraint Device	When your vehicle is equipped with airbag(s) and/or automatic seatbelts.
Persistency	Based on the number of years you have continuously maintained an active auto policy with us.
Premier Operator	To an insured driver who has at least five years driving experience, qualifies for the Good Driver Discount and has neither an at-fault accident nor major conviction within the previous five years.
Storage Discount	When your vehicle is being stored in a secure location and you, or others, will not drive the vehicle.
Vehicle Injury	When a vehicle from model years 1985 to 1997 has significantly better than average personal injury loss experience. Note: An additional charge may apply to vehicles with significantly worse than average experience.

### Explanation of Classification Codes

On the bottom of your Declarations page, you will see a box similar to the example below. The alpha or numeric characters in the bottom line of the box are codes that reflect information used to determine the premium for the major coverages: Liability, Medical Payments, Comprehensive, Collision, Uninsured Motorists Bodily Injury, Uninsured Motorists Property Damage and Uninsured Motorists Property Damage Waiver of Collision Deductible. The following example and explanation will help you understand the codes.

V E H	01	RSM25	000	N
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This code means vehicle 01 is located in your state of primary residence and the rated driver is a single male, licensed 25 years with zero accidents or convictions, and no financial responsibility surcharge. Gender is not used in rating.

### CLASSIFICATION CODES

Character	Symbol	Means...
1 <sup>st</sup>	R	This vehicle is located in your state of primary residence.
	A	This vehicle is located in a state other than your primary residence.
	L	This vehicle is located in your state of primary residence, and the driver associated with it has a learner's permit.
2 <sup>nd</sup>	M	Married
	S	Single
3 <sup>rd</sup>	M, F, U, or X	Indicates gender but it is not used in rating.
4 <sup>th</sup> and 5 <sup>th</sup>	##	Number of years licensed to drive.
6 <sup>th</sup> – 8 <sup>th</sup>	###	The first digit indicates the number of accidents and the other two are the number of points assigned for moving traffic violations. Note: An "A" in the first position means there are more than 10 accidents.
9 <sup>th</sup>	Y or N	Indicates whether there is a financial responsibility surcharge.



Exception Codes for characters 1–5:

Code	Appears when...
XXX99	The vehicle is located in your state of primary residence, there are more vehicles than drivers and all licensed drivers on the policy are already associated with other vehicles.

If you have questions, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.

### CA Third-Party Designee Notice

You are entitled to designate another person to receive any termination, expiration, nonrenewal cancellation notice involving this California insurance policy. Such notifications will be made to the designee in addition to any notifications made to you, the named insured.

To make a third-party designation, you must provide us with your written authorization, as well as written acknowledgement by your designee.

If you would like to appoint a designee, please become familiar with the following stipulations and review them with the designated person:

- The appointment of a designee will apply to your automobile, homeowners, rental property insurance or renters policies.
- Your designee is only authorized to receive copies of notices of policy cancellations or non-renewals. All other correspondence between you and USAA will remain confidential.
- Your designee will have no authority to act on your behalf to make any policy changes or conduct any other business involving your account. If you would like to authorize someone to handle your account and policies, please let us know. We can arrange that with a power of attorney.
- Your designee will incur no liability by accepting this designation by you.
- You may discontinue the appointment of the designee at any time by notifying us in writing. We recommend that you advise your designee of these types of changes, since we will not send your designee any notice.
- You may appoint another designee by following the same process you used to appoint your first designee.
- To appoint a designee, provide us with your request on the enclosed form.

If you have any additional questions about making a third-party designation, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



**Request for Appointment of Third-Party Insurance Notification Designee**

**Member Name** \_\_\_\_\_ **USAA Member Number** \_\_\_\_\_

**Member Address** \_\_\_\_\_

The following designee is authorized to receive a separate copy of any notices of cancellation or non-renewal of my auto and or homeowners (RPI) policies.

**Designee Name** \_\_\_\_\_

**Designee Mailing Address** \_\_\_\_\_

(for Notices)

\_\_\_\_\_  
\_\_\_\_\_

**Member's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

---

I accept this appointment to be an insurance notification designee for the member named above. I understand that I will be sent copies of any cancellation or non-renewal of the auto, homeowners, rental property insurance and renters policies of the above member. Additionally, I do not incur any liability by accepting this appointment.

**Designee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Mail to:**  
**USAA**  
**9800 Fredericksburg Rd**  
**San Antonio, TX 78288**

**Both parties must sign where indicated.**



**Reasons for a Policy Premium Increase, Cancellation, or Nonrenewal**

The following table lists specific reasons we would increase premiums, nonrenew, or cancel automobile policies in California.

Action	Reasons
Premium increase	<ul style="list-style-type: none"><li>• Change in:<ul style="list-style-type: none"><li>• Vehicle.</li><li>• Vehicle location.</li><li>• Vehicle use.</li><li>• Driver.</li></ul></li><li>• Addition or deletion of a vehicle or driver.</li><li>• Loss of a premium discount or credit.</li></ul>
Premium increase or nonrenewal	<ul style="list-style-type: none"><li>• An insured driver on the policy was:<ul style="list-style-type: none"><li>• Primarily responsible for an accident and the insurer paid a claim for bodily injury, property and/or collision damage in excess of the state's dollar threshold.</li><li>• Convicted of violating any provision of the Vehicle Code or Penal Code involving the operation of a motor vehicle.</li></ul></li><li>• Any reason not stated that is both lawful and not unfairly discriminatory.</li></ul>
Cancellation or nonrenewal	<ul style="list-style-type: none"><li>• Non-payment of premium.</li><li>• Suspended or revoked driver's license..</li><li>• Fraudulent claim.</li><li>• Material misrepresentation of rating or underwriting information.</li><li>• Substantial Increase in the risk of hazard.</li></ul>

## CALIFORNIA UNINSURED MOTORISTS COVERAGES UNINSURED MOTORISTS BODILY INJURY COVERAGE

Below you will find a brief explanation of Uninsured Motorists Bodily Injury Coverage in California. This explanation is only an overview, and it does not replace or supplement any of the provisions of your policy. Please see your policy for details because the policy controls all issues of coverage.

If you have questions or want to discuss or increase your limits, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. **You can complete this form online at [usaa.com](http://usaa.com).**

### Rejection of Uninsured Motorists Bodily Injury Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name.

Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. Uninsured motor coverage does not provide any insurance with respect to a vehicle you do not own if the owner of that vehicle has similar insurance.

**An uninsured motor vehicle includes an unidentified hit-and-run vehicle, or an underinsured motor vehicle** as defined in subdivision (p) of Section 11580.2 of the Insurance Code. Uninsured Motorists Bodily Injury Coverage pays if you are injured by an at fault motorist whose Bodily Injury Liability limits are less than your Uninsured Motorists Bodily Injury Coverage limits and less than the amount of damages you are legally entitled to recover from that at-fault motorist. The at-fault motorist's policy pays its Bodily Injury Liability limits first, then your Uninsured Motorists Bodily Injury Coverage pays the lesser of:

- any remaining loss, or
- the difference between the driver's Bodily Injury Liability and your Uninsured Motorists Bodily Injury Coverage limits.

**TO REJECT UNINSURED MOTORISTS BODILY INJURY COVERAGE, COMPLETE THE REJECTION SECTION ON THE ATTACHED REJECTION/SELECTION FORM OR COMPLETE THIS FORM ON [USAA.COM](http://USAA.COM).**

### Reduction of Uninsured Motorists Bodily Injury Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to agree to provide coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code, but not less than the financial responsibility requirements of \$15,000/30,000.



Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. Uninsured motorists coverage does not provide any insurance with respect to a vehicle you do not own if the owner of that vehicle has similar insurance.

**An uninsured motor vehicle includes an unidentified hit-and-run vehicle, or an underinsured motor vehicle** as defined in subdivision (p) of Section 11580.2 of the Insurance Code. Uninsured Motorists Bodily Injury coverage pays if you are injured by an at-fault motorist whose Bodily Injury Liability limits are less than your Uninsured Motorists Bodily Injury limits and less than the amount of damages you are legally entitled to recover from the at-fault motorist. The at-fault motorist's policy pays its Bodily Injury Liability limits first, then your Uninsured Motorists Bodily Injury Coverage pays the lesser of:

- any remaining loss, or
- the difference between the driver's Bodily Injury Liability limits and your Uninsured Motorists Bodily Injury Coverage limits.

**TO REDUCE UNINSURED MOTORISTS BODILY INJURY COVERAGE, COMPLETE THE REDUCTION SECTION ON THE ATTACHED REJECTION/SELECTION FORM OR COMPLETE THE FORM ON USAA.COM.**



**REJECTION OF UNINSURED MOTORIST COVERAGE LIMIT**

**Complete this section of the form only if you want to reject Uninsured Motorists Coverage entirely for this policy. If you do not want to reject Uninsured Motorist Coverage, no action is required.**

\_\_\_\_\_ I reject Uninsured Motorists Bodily Injury Coverage for this policy and all subsequent renewals until I request otherwise. I understand that I cannot have Uninsured Motorists Property Damage Coverage if I reject Uninsured Motorists Bodily Injury.

**Please read this form carefully before you sign.** By signing this form, you agree that you have read and understand this information.

USAA Number

Signature of Named Insured

Date

**IF YOU HAVE REJECTED UNINSURED MOTORIST COVERAGE ENTIRELY IN THE SECTION ABOVE, NO FURTHER ACTION IS REQUIRED. PLEASE RETURN THIS FORM TO USAA.**

**REDUCTION OF UNINSURED MOTORISTS BODILY INJURY COVERAGE LIMITS**

**Complete this section of the form only if you want Uninsured Motorists Bodily Injury Coverage in the following limits for this policy and all subsequent renewals, which you understand is a limit lower than that required by subdivision (m) of Section 11580.2 of the California Insurance Code.**

The premiums below reflect the total premium for Uninsured Motorists Bodily Injury Coverage for all vehicles insured on this policy.

**Selected Limits per person/per accident Premium:**

☐ \$15,000/\$30,000 \$ 41.19

☐ \$20,000/\$40,000 \$ 59.31

☐ \$25,000/\$50,000 \$ 64.67

**Uninsured Motorists Bodily Injury Coverage limits may not exceed the Bodily Injury (BI) Liability limits.**

**Please read this form carefully before you sign.** By signing this form, you agree that you have read and understand this information.

USAA Number

Signature of Named Insured

Date

If this form is sent by fax machine or other electronic means, the sender adopts the document received by USAA as a duplicate original and adopts the signature received by USAA as the sender's original signature.

You can return this form to:

**Mail: USAA**

9800 Fredericksburg Road

San Antonio, TX 78288

**Fax: 210-531-8877 or 800-531-8877**

**Online: usaa.com**



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# EXHIBIT C



JULY 30, 2020

**AUTOMOBILE POLICY PACKET**

ROBERT STEVEN CASTRO II  
SPC ARNG  
1520 E NICOLET ST  
BANNING CA 92220-5773

GIC 02557 41 12 7104 6

POLICY PERIOD: EFFECTIVE SEP 05 2020 TO MAR 05 2021

**IMPORTANT MESSAGES**

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Please refer to attached form entitled "Notice of Information Practices" for privacy notice information.

Check your vehicle for a safety recall today! Visit [www.usaa.com/autorecall](http://www.usaa.com/autorecall) to learn more.

For information about the available discounts and the factors we use to determine premiums, please read the enclosed flier, "Information Used to Determine Your Premium."

With this renewal, your premium has increased due to a rate change in your state or because of your policy's individual risk characteristics. See your Declarations for the new premium. Contact us if you have any questions.

Thank you for renewing your policy and allowing us to continue servicing your insurance needs. If you have any concerns or need to modify or cancel the renewal policy, please contact us immediately.

The amounts of your expiring and renewing annual mileage are the same, and they're listed as Annual Mileage on your Declarations page. If your estimated mileage for the coming year is different from the mileage listed on your Declarations, log on to [usaa.com](http://usaa.com), enter Auto Policy Summary in the search field, and click Change Usage and Annual Mileage. You can also contact us at the number below.

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

**To receive this document and others electronically, or manage your Auto Policy online, go to [usaa.com](http://usaa.com).**

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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## **AUTOMOBILE POLICY PACKET CONTINUED**

Your Uninsured Motorists Bodily Injury Coverage (UMBI) and Uninsured Motorists Property Damage (UMPD) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

You may exclude from coverage any operator who does not qualify for the California Good Driver Discount. Please refer to the enclosed flier, "Information Used to Determine Your Premium."

**TEXTING & DRIVING ... It Can Wait!** Join USAA in the movement against distracted driving by going to <http://itcanwait.usaa.com> to watch powerful videos and take the pledge to not text and drive!

Coverage exclusions apply when your vehicle is used in ride sharing. If you need coverage for ride sharing activities, we're pleased to offer Ride Share Gap Protection. Please contact us for more information or to obtain a quote.

You may designate a third party to receive notice of policy cancellation or nonrenewal by completing the attached form 40CA.

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

b a c k

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured

NAIC 18600

ROBERT STEVEN CASTRO II  
 VANESSA CASTRO  
 SPC ARNG  
 1520 E NICOLET ST  
 BANNING CA 92220-5773

ROBERT STEVEN CASTRO II  
 VANESSA CASTRO

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number

02557 41 12G 7104 6

Effective Date

09/05/20

Expiration Date

03/05/21

Vehicle Make/Vehicle Identification Number

JEEP 1C4NJPBA7ED769550

Year

2014

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**California Evidence of Financial Responsibility****Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

**California Automobile Insurance Identification Cards**

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA 1 Rev. 06-13

07/30/20

55047-0513\_02

b a c k

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured

NAIC 18600

ROBERT STEVEN CASTRO II  
 VANESSA CASTRO  
 SPC ARNG  
 1520 E NICOLET ST  
 BANNING CA 92220-5773

ROBERT STEVEN CASTRO II  
 VANESSA CASTRO

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number

02557 41 12G 7104 6

Effective Date

09/05/20

Expiration Date

03/05/21

Vehicle Make/Vehicle Identification Number

JEEP 1C4NJPBA7ED769550

Year

2014

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

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OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

b a c k

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 18600

ROBERT STEVEN CASTRO II  
 VANESSA CASTRO  
 SPC ARNG  
 1520 E NICOLET ST  
 BANNING CA 92220-5773

ROBERT STEVEN CASTRO II  
 VANESSA CASTRO

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
02557 41 12G 7104 6	09/05/20	03/05/21

Vehicle Make/Vehicle Identification Number	Year
HYUNDAI KMHE24L11HA047695	2017

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

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**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

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OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

**California Automobile Insurance Identification Cards**

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You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA2 Rev. 06-13

07/30/20

55047-0513\_02

b a c k

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 18600

ROBERT STEVEN CASTRO II  
 VANESSA CASTRO  
 SPC ARNG  
 1520 E NICOLET ST  
 BANNING CA 92220-5773

ROBERT STEVEN CASTRO II  
 VANESSA CASTRO

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
02557 41 12G 7104 6	09/05/20	03/05/21

Vehicle Make/Vehicle Identification Number	Year
HYUNDAI KMHE24L11HA047695	2017

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**California Evidence of Financial Responsibility****Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288



USAA GENERAL INDEMNITY COMPANY

(A Stock Insurance Company)

9800 Fredericksburg - San Antonio, Texas 78288

# CALIFORNIA AUTO POLICY RENEWAL DECLARATIONS

State	04	05			Veh	POLICY NUMBER			
CA	268	268			<del>11</del>	02557	41	12G	7104 6
POLICY PERIOD:						(12:01 A.M. standard time)			
<b>EFFECTIVE SEP 05 2020 TO MAR 05 2021</b>									

OPERATORS  
01 ROBERT STEVEN CASTRO II  
02 VANESSA CASTRO

Named Insured and Address	
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ROBERT STEVEN CASTRO II  
SPC ARNG  
1520 E NICOLET ST  
BANNING CA 92220-5773

Description of Vehicle(s)	
1	2015 Ford Focus
2	2015 Ford Focus
3	2015 Ford Focus
4	2015 Ford Focus
5	2015 Ford Focus
6	2015 Ford Focus
7	2015 Ford Focus
8	2015 Ford Focus
9	2015 Ford Focus
10	2015 Ford Focus
11	2015 Ford Focus
12	2015 Ford Focus
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100	2015 Ford Focus

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles Per Year	Days Per Week
04	14	JEEP	PATRIOT	4D	9000	1C4NJPBA7ED769550		P	
05	17	HYUNDAI	SONATA	4D	9000	KMHE24L11HA047695		P	

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 04 BANNING CA 92220-5773

VEH 05 BANNING CA 92220-5773

**This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.**

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	VEH 04 6-MONTH		VEH 05 6-MONTH		VEH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY								
BODILY INJURY EA PER \$ 50,000								
EA ACC \$ 100,000		122.75		127.25				
PROPERTY DAMAGE EA ACC \$ 50,000		117.11		106.48				
PART B - MEDICAL PAYMENTS								
EA PER \$ 5,000		16.41		18.85				
PART C - UNINSURED MOTORISTS								
BODILY INJURY EA PER \$ 50,000								
EA ACC \$ 100,000		39.64		39.64				
WAIVER OF COLL DEDUCTIBLE		2.01		2.01				
PART D - PHYSICAL DAMAGE COVERAGE								
COMPREHENSIVE LOSS ACV		69.10		138.31				
COLLISION LOSS ACV LESS D 200		292.52		489.19				
RENTAL REIMBURSEMENT								
LARGE SUV CLASS		50.00		50.00				
SELECTED VEHICLE FEATURES (LISTED ON THE FEATURES DECLARATION)		38.68		67.81				
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)								

## LOSS PAYEE

VEH 04 NAVY FEDERAL CREDIT UNION, MERRIFIELD VA

VEH 05 NAVY FEDERAL CREDIT UNION, MERRIFIELD VA


ENDORSEMENTS: ADDED 09-05-20 - NONE

REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- 5100CA(02) RSGPCW(01)

INFORMATION FORMS: NIPFCA(05) 320CA(05) CADS(05) 40CA(01) 13580(03)  
999CA(19)

[illegible]

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,  
on this date JULY 30, 2020

  
Isaac Johnson, Secretary

*James D. Syring*  
James Syring, President



## USAA GENERAL INDEMNITY COMPANY

(A Stock Insurance Company)

9800 Fredericksburg - San Antonio, Texas 78288

CALIFORNIA AUTO POLICY

RENEWAL DECLARATIONS

RENEWAL OF

State		Veh		POLICY NUMBER
CA		Tr		02557 41 12G 7104 6
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE SEP 05 2020 TO MAR 05 2021				

## Named Insured and Address

ROBERT STEVEN CASTRO II  
 SPC ARNG  
 1520 E NICOLET ST  
 BANNING CA 92220-5773

## Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL	Miles One Way	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

**COVERAGES**      **LIMITS OF LIABILITY**  
 ("ACV" MEANS ACTUAL CASH VALUE)

VEH	VEH	VEH	VEH
D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$

VEHICLE TOTAL PREMIUM

748.22

1039.54

6 MONTH PREMIUM \$ 1787.76

PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.

\$ 130.09 INCLUDED IN PREMIUM FOR VEH 04 AS A RESULT OF AN ACCIDENT(S).

\$ 174.33 INCLUDED IN PREMIUM FOR VEH 05 AS A RESULT OF AN ACCIDENT(S).

THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:

VEH 04 - EXTENDED BENEFITS COVERAGE, TOWING AND LABOR

VEH 05 - EXTENDED BENEFITS COVERAGE, TOWING AND LABOR

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date JULY 30, 2020

*Isaac Johnson*  
 Isaac Johnson, Secretary

*James Syring*  
 James Syring, President





USAA General Indemnity Company  
(A Stock Insurance Company)  
9800 Fredericksburg Road  
San Antonio, Texas 78288

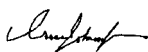
## FEATURES DECLARATION

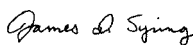
POLICY NUMBER: 02557 41 12G 7104 EFFECTIVE SEP 05 2020 TO MAR 05 2021

Specifically listed below are the selected vehicle feature(s) and associated premiums. These premiums are already included in the Vehicle Total Premium.

VEH 04, 2014 JEEP PATRIOT CAR REPLACEMENT ASSISTANCE	\$ 38.68
VEH 05, 2017 HYUNDAI SONATA CAR REPLACEMENT ASSISTANCE	\$ 67.81

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JULY 30, 2020

  
Isaac Johnson, Secretary

  
James Syring, President



## SUPPLEMENTAL INFORMATION

EFFECTIVE SEP 05 2020 TO MAR 05 2021

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

## VEHICLE 04

ANNUAL MILEAGE DISCOUNT	-\$	32.26
ANTI-THEFT DISCOUNT	-\$	20.62
GOOD DRIVER DISCOUNT	-\$	177.38
OPERATOR 01		
MULTI-CAR DISCOUNT	-\$	106.51
MULTI-POLICY DISCOUNT	-\$	86.79
HOME		
PASSIVE RESTRAINT DISCOUNT	-\$	2.03
PERSISTENCY DISCOUNT	-\$	49.86

## VEHICLE 05

ANNUAL MILEAGE DISCOUNT	-\$	47.85
ANTI-THEFT DISCOUNT	-\$	42.25
GOOD DRIVER DISCOUNT	-\$	242.93
OPERATOR 02		
MULTI-CAR DISCOUNT	-\$	151.20
MULTI-POLICY DISCOUNT	-\$	123.20
HOME		
PASSIVE RESTRAINT DISCOUNT	-\$	2.33
PERSISTENCY DISCOUNT	-\$	70.77



9800 Fredericksburg Road  
San Antonio, Texas 78288

## NOTICE OF INFORMATION PRACTICES

This notice describes the information practices of the:

- United Services Automobile Association,
- USAA Casualty Insurance Company,
- USAA General Indemnity Company, and
- Garrison Property and Casualty Insurance Company.

These practices relate to the information we have about you. You may have also received our "Privacy Promise." However, the laws in your state require that we give you this notice. Any other notice does not limit your rights in this notice.

### COLLECTION OF INFORMATION

We collect information about you, and the individuals you add on your policy, from various sources. This data may be gathered from you and other sources by telephone, in person, electronically, or by mail. Some examples are shown below:

- Information you provide on applications and other forms, such as name, address, and date of birth.
- Information about your transactions with us, or with other companies. This means, for example, a request for a new policy, a policy change, or a billing transaction.
- Information from consumer reporting agencies, such as a motor vehicle report.
- Data from research firms and other data providers.
- Information gathered during the process of handling insurance claims, including health information.
- Information from government agencies, such as accident or theft reports.

### SHARING OF INFORMATION AS PERMITTED BY LAW

We may need to share some information about our current or former customers outside of USAA to properly manage our business. This includes sharing to efficiently service your accounts, to comply with laws, and for other routine business practices. For example, we may share such information with:

- You, when handling your insurance transactions.
- Our affiliates.
- Businesses that provide information to us or assist in settling claims. This may involve other insurers, medical care institutions or professionals, or repair shops.
- Regulatory, law enforcement, or other government agencies.
- Those who provide us a business service or help us with an insurance function, such as printers, mail houses, appraisers, or insurance support organizations.
- Those who assist us in detecting or preventing criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with an insurance transaction.
- Those who serve us with a facially valid administrative or judicial order, including a search warrant or subpoena.
- Those who conduct actuarial or research studies.

## IMPORTANT PRIVACY CHOICES

USAA provides two privacy opt out choices: (1) limit the information USAA uses for marketing and (2) limit the flow of information within USAA. You may opt out online by updating your Privacy Preferences at [usaa.com/optout](https://usaa.com/optout), or by calling us at (800) 531-7154. Opting out will make it difficult for us to serve you as you might expect. If you opt out:

- We may need you to repeat information that you have already provided and we may not be able to pre-fill applications for you.
- We may have to transfer your phone calls more often.
- We may not have information that allows us to offer you the products that best meet your needs.

## **AUTHORIZATION TO SHARE**

We honor any additional rights you may have under state laws. By not opting out, you authorize us to use and share your information within USAA.

## **SECURITY AND CONFIDENTIALITY PRACTICES**

USAA protects the information we collect. Access to this information is limited to those persons who must have it to do their jobs. We also have:

- Physical security at our buildings.
- Password protected databases and virus/intrusion detection software.
- Privacy compliance audits.

## **INFORMATION FOR INTERNET USERS**

USAA uses Internet cookies and related technology for your security, to manage our site and to provide more relevant offers. Visit our Security Center at [usaa.com](http://usaa.com) to learn more.

USAA collects personal information on USAA websites, web pages and "apps", as well as public information posted on social media, for site management, security, business and marketing purposes. Examples of information we may collect include: previous URL you visited, transaction information you submit, and clicks on USAA ads and related pages.

## **REVIEWING AND CORRECTING PERSONAL INFORMATION**

You may review our files of personal information about you. You may do this in person or request a copy. We are not required to provide information that relates to any claim, whether paid or not, or when the possibility of a lawsuit reasonably exists.

The review request must:

- Be in writing.
- Specify the type of personal information you wish to review.
- Include your name, address, and policy number.
- Be mailed to: USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288-0342

After we receive your request, we will:

- Inform you of the nature of the information we have.
- Confirm if the data you are requesting is available.
- Advise you of processing and copy fees. These fees are due before we provide any copies you request.

If you request medical information supplied by a medical care institution or professional, we will release the information to you and tell you the source of the information. If you direct us, we will release copies of this information to the licensed medical professional you designate. Mental health information may be supplied to you only with the approval of a qualified professional with treatment responsibility for the condition to which the information relates.

You may also request that we correct, amend, or delete incorrect personal information we have about you. This request must:

- Be made to us in writing.
- Be made separate from a review request.
- Explain what you believe is incorrect and why.
- Be mailed to the address given above.

## **INSURANCE SUPPORT ORGANIZATIONS AND THE INFORMATION RETAINED**

Insurance support organizations may keep information they give us. These firms may share that information with other persons as permitted by law.

**COMPLAINT NOTICE**

**Should any dispute arise about your premium or about a claim that you have filed, write or call us. The information shown below applies to the company displayed on the declaration page.**

**usaa.com**

**9800 Fredericksburg Rd.  
San Antonio, Texas 78288**

**(800) 531-USAA (8722)**

**The Department of Insurance should only be contacted if the problem cannot be resolved.  
You may write or call the Department of Insurance at:**

**www.insurance.ca.gov**

**California Department of Insurance Consumer Services Division  
300 S. Spring Street  
Los Angeles, California 90013**

**(800) 927-HELP (4357)**

## INFORMATION USED TO DETERMINE YOUR PREMIUM IN CALIFORNIA

This information is designed to help you understand the factors we use to determine the premiums you pay for each private passenger vehicle we insure and to make you aware of all the discounts we offer. There is also an explanation of the Classification Code you see on your Declarations Page.

Factor	Explanation of factor
Driving experience	The number of years a driver has been licensed to drive.
Location	Where you garage your vehicle.
Vehicle type	The year, make and model of the vehicle, as well as its safety and security features.
Vehicle use	How the vehicle is used (i.e., business, farm, or other) and the total miles driven annually.
Financial Responsibility Surcharge	An additional premium charged when we must file a certificate of financial responsibility with the state at your request.
Chargeable incidents	<p>The rating plan we submitted to the California Department of Insurance allows us to consider convictions and at-fault accidents when determining your premium. We may charge additional premium for incidents accumulated within three years of the policy issue or renewal date. These chargeable incidents affect the premiums for the major coverages displayed on the Declarations page.</p> <ul style="list-style-type: none"> <li>• Conviction – A moving motor vehicle conviction.</li> <li>• At-fault accident – An accident for which the driver is 51% or more legally responsible and the accident outcome included a fatality, bodily injuries and/or property and/or collision damage in excess of \$1,000.</li> </ul>
Discounts	Discounts apply to your vehicle and/or the insured drivers in the household.

## DISCOUNTS

We will automatically include all discounts that we know apply to your vehicle and the insured drivers in the household. Your discounts are listed on the Supplemental Information page attached to your policy. The following discounts are available.

Discount	Is offered...
Anti-theft	When your vehicle is equipped with a vehicle recovery system (a system that emits a signal when activated).
Away at School	When a driver is an occasional operator with less than 14 years driving experience, is a full-time student and resides more than 100 miles away from home without a vehicle.
Driver Training	To drivers with less than three years of driving experience who successfully completed an approved driver training course.
Good Student	To drivers with fewer than nine years driving experience who are full-time students maintaining at least a 3.0 or a "B" average.
Good Driver	<p>To drivers who have both of the following:</p> <ul style="list-style-type: none"> <li>A three year history of: <ul style="list-style-type: none"> <li>Continuous licensing,</li> <li>No more than one traffic conviction or at-fault accident with physical damages exceeding \$1,000 and</li> <li>No at-fault accidents involving bodily injuries exceeding \$1,000 or a fatality.</li> </ul> </li> <li>A 10-year history of no convictions for driving under the influence of alcohol and/or drugs.</li> </ul> <p>If a driver no longer qualifies for the Good Driver Discount, you may exclude the driver from coverage.</p>
Mature Driver Improvement Course	To principal drivers, age 55 or older, who successfully complete a mature driver improvement course approved by the California Department of Motor Vehicles. We'll need a copy of the completion certificate to apply the discount. The discount renews automatically for three years after the course completion date if the driver has no at-fault accidents or convictions.
Military Installation Garaging	When a vehicle is garaged on a military installation.
Multi-Car	When we insure two or more eligible vehicles on the same policy.
Multi-Policy	When you have other policies (non-auto) in effect with us when your auto policy is issued or renewed.
New Vehicle	When your vehicle is no more than three years old. For the purpose of this discount, a vehicle ages as of Oct. 1 of the current year.
Occasional Operator	To an insured driver who is neither the owner nor principal driver of any one vehicle.

Passive Restraint Device	When your vehicle is equipped with airbag(s) and/or automatic seatbelts.
Persistency	Based on the number of years you have continuously maintained an active auto policy with us.
Premier Operator	To an insured driver who has at least five years driving experience, qualifies for the Good Driver Discount and has neither an at-fault accident nor major conviction within the previous five years.
Storage Discount	When your vehicle is being stored in a secure location and you, or others, will not drive the vehicle.
Vehicle Injury	When a vehicle from model years 1985 to 1997 has significantly better than average personal injury loss experience. Note: An additional charge may apply to vehicles with significantly worse than average experience.

### Explanation of Classification Codes

On the bottom of your Declarations page, you will see a box similar to the example below. The alpha or numeric characters in the bottom line of the box are codes that reflect information used to determine the premium for the major coverages: Liability, Medical Payments, Comprehensive, Collision, Uninsured Motorists Bodily Injury, Uninsured Motorists Property Damage and Uninsured Motorists Property Damage Waiver of Collision Deductible. The following example and explanation will help you understand the codes.

V E H	01	RSM25	000	N
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This code means vehicle 01 is located in your state of primary residence and the rated driver is a single male, licensed 25 years with zero accidents or convictions, and no financial responsibility surcharge. Gender is not used in rating.

### CLASSIFICATION CODES

Character	Symbol	Means...
1 <sup>st</sup>	R	This vehicle is located in your state of primary residence.
	A	This vehicle is located in a state other than your primary residence.
	L	This vehicle is located in your state of primary residence, and the driver associated with it has a learner's permit.
2 <sup>nd</sup>	M	Married
	S	Single
3 <sup>rd</sup>	M, F, U, or X	Indicates gender but it is not used in rating.
4 <sup>th</sup> and 5 <sup>th</sup>	##	Number of years licensed to drive.
6 <sup>th</sup> – 8 <sup>th</sup>	###	The first digit indicates the number of accidents and the other two are the number of points assigned for moving traffic violations. Note: An "A" in the first position means there are more than 10 accidents.
9 <sup>th</sup>	Y or N	Indicates whether there is a financial responsibility surcharge.



Exception Codes for characters 1–5:

Code	Appears when...
XXX99	The vehicle is located in your state of primary residence, there are more vehicles than drivers and all licensed drivers on the policy are already associated with other vehicles.

If you have questions, please call us at 210-531-USA (8722), our mobile shortcut #8722 or 800-531-8722.

### CA Third-Party Designee Notice

You are entitled to designate another person to receive any termination, expiration, nonrenewal cancellation notice involving this California insurance policy. Such notifications will be made to the designee in addition to any notifications made to you, the named insured.

To make a third-party designation, you must provide us with your written authorization, as well as written acknowledgement by your designee.

If you would like to appoint a designee, please become familiar with the following stipulations and review them with the designated person:

- The appointment of a designee will apply to your automobile, homeowners, rental property insurance or renters policies.
- Your designee is only authorized to receive copies of notices of policy cancellations or non-renewals. All other correspondence between you and USAA will remain confidential.
- Your designee will have no authority to act on your behalf to make any policy changes or conduct any other business involving your account. If you would like to authorize someone to handle your account and policies, please let us know. We can arrange that with a power of attorney.
- Your designee will incur no liability by accepting this designation by you.
- You may discontinue the appointment of the designee at any time by notifying us in writing. We recommend that you advise your designee of these types of changes, since we will not send your designee any notice.
- You may appoint another designee by following the same process you used to appoint your first designee.
- To appoint a designee, provide us with your request on the enclosed form.

If you have any additional questions about making a third-party designation, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



**Request for Appointment of Third-Party Insurance Notification Designee**

**Member Name** \_\_\_\_\_ **USAA Member Number** \_\_\_\_\_

**Member Address** \_\_\_\_\_

The following designee is authorized to receive a separate copy of any notices of cancellation or non-renewal of my auto and or homeowners (RPI) policies.

**Designee Name** \_\_\_\_\_

**Designee Mailing Address** \_\_\_\_\_

(for Notices)

\_\_\_\_\_  
\_\_\_\_\_

**Member's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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I accept this appointment to be an insurance notification designee for the member named above. I understand that I will be sent copies of any cancellation or non-renewal of the auto, homeowners, rental property insurance and renters policies of the above member. Additionally, I do not incur any liability by accepting this appointment.

**Designee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Mail to:**  
**USAA**  
**9800 Fredericksburg Rd**  
**San Antonio, TX 78288**

**Both parties must sign where indicated.**



**Reasons for a Policy Premium Increase, Cancellation, or Nonrenewal**

The following table lists specific reasons we would increase premiums, nonrenew, or cancel automobile policies in California.

Action	Reasons
Premium increase	<ul style="list-style-type: none"><li>• Change in:<ul style="list-style-type: none"><li>• Vehicle.</li><li>• Vehicle location.</li><li>• Vehicle use.</li><li>• Driver.</li></ul></li><li>• Addition or deletion of a vehicle or driver.</li><li>• Loss of a premium discount or credit.</li></ul>
Premium increase or nonrenewal	<ul style="list-style-type: none"><li>• An insured driver on the policy was:<ul style="list-style-type: none"><li>• Primarily responsible for an accident and the insurer paid a claim for bodily injury, property and/or collision damage in excess of the state's dollar threshold.</li><li>• Convicted of violating any provision of the Vehicle Code or Penal Code involving the operation of a motor vehicle.</li></ul></li><li>• Any reason not stated that is both lawful and not unfairly discriminatory.</li></ul>
Cancellation or nonrenewal	<ul style="list-style-type: none"><li>• Non-payment of premium.</li><li>• Suspended or revoked driver's license..</li><li>• Fraudulent claim.</li><li>• Material misrepresentation of rating or underwriting information.</li><li>• Substantial Increase in the risk of hazard.</li></ul>

## CALIFORNIA UNINSURED MOTORISTS COVERAGES UNINSURED MOTORISTS BODILY INJURY COVERAGE

Below you will find a brief explanation of Uninsured Motorists Bodily Injury Coverage in California. This explanation is only an overview, and it does not replace or supplement any of the provisions of your policy. Please see your policy for details because the policy controls all issues of coverage.

If you have questions or want to discuss or increase your limits, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. **You can complete this form online at [usaa.com](http://usaa.com).**

### Rejection of Uninsured Motorists Bodily Injury Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name.

Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. Uninsured motor coverage does not provide any insurance with respect to a vehicle you do not own if the owner of that vehicle has similar insurance.

**An uninsured motor vehicle includes an unidentified hit-and-run vehicle, or an underinsured motor vehicle** as defined in subdivision (p) of Section 11580.2 of the Insurance Code. Uninsured Motorists Bodily Injury Coverage pays if you are injured by an at fault motorist whose Bodily Injury Liability limits are less than your Uninsured Motorists Bodily Injury Coverage limits and less than the amount of damages you are legally entitled to recover from that at-fault motorist. The at-fault motorist's policy pays its Bodily Injury Liability limits first, then your Uninsured Motorists Bodily Injury Coverage pays the lesser of:

- any remaining loss, or
- the difference between the driver's Bodily Injury Liability and your Uninsured Motorists Bodily Injury Coverage limits.

**TO REJECT UNINSURED MOTORISTS BODILY INJURY COVERAGE, COMPLETE THE REJECTION SECTION ON THE ATTACHED REJECTION/SELECTION FORM OR COMPLETE THIS FORM ON [USAA.COM](http://USAA.COM).**

### Reduction of Uninsured Motorists Bodily Injury Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to agree to provide coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code, but not less than the financial responsibility requirements of \$15,000/30,000.



Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. Uninsured motorists coverage does not provide any insurance with respect to a vehicle you do not own if the owner of that vehicle has similar insurance.

**An uninsured motor vehicle includes an unidentified hit-and-run vehicle, or an underinsured motor vehicle** as defined in subdivision (p) of Section 11580.2 of the Insurance Code. Uninsured Motorists Bodily Injury coverage pays if you are injured by an at-fault motorist whose Bodily Injury Liability limits are less than your Uninsured Motorists Bodily Injury limits and less than the amount of damages you are legally entitled to recover from the at-fault motorist. The at-fault motorist's policy pays its Bodily Injury Liability limits first, then your Uninsured Motorists Bodily Injury Coverage pays the lesser of:

- any remaining loss, or
- the difference between the driver's Bodily Injury Liability limits and your Uninsured Motorists Bodily Injury Coverage limits.

**TO REDUCE UNINSURED MOTORISTS BODILY INJURY COVERAGE, COMPLETE THE REDUCTION SECTION ON THE ATTACHED REJECTION/SELECTION FORM OR COMPLETE THE FORM ON USAA.COM.**



**REJECTION OF UNINSURED MOTORIST COVERAGE LIMIT**

**Complete this section of the form only if you want to reject Uninsured Motorists Coverage entirely for this policy. If you do not want to reject Uninsured Motorist Coverage, no action is required.**

\_\_\_\_\_ I reject Uninsured Motorists Bodily Injury Coverage for this policy and all subsequent renewals until I request otherwise. I understand that I cannot have Uninsured Motorists Property Damage Coverage if I reject Uninsured Motorists Bodily Injury.

**Please read this form carefully before you sign.** By signing this form, you agree that you have read and understand this information.

---

 USAA Number

Signature of Named Insured

Date

**IF YOU HAVE REJECTED UNINSURED MOTORIST COVERAGE ENTIRELY IN THE SECTION ABOVE, NO FURTHER ACTION IS REQUIRED. PLEASE RETURN THIS FORM TO USAA.**

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**REDUCTION OF UNINSURED MOTORISTS BODILY INJURY COVERAGE LIMITS**

**Complete this section of the form only if you want Uninsured Motorists Bodily Injury Coverage in the following limits for this policy and all subsequent renewals, which you understand is a limit lower than that required by subdivision (m) of Section 11580.2 of the California Insurance Code.**

The premiums below reflect the total premium for Uninsured Motorists Bodily Injury Coverage for all vehicles insured on this policy.

**Selected Limits per person/per accident Premium:**

☐ \$15,000/\$30,000 \$ 40.86

☐ \$20,000/\$40,000 \$ 58.84

☐ \$25,000/\$50,000 \$ 64.16

**Uninsured Motorists Bodily Injury Coverage limits may not exceed the Bodily Injury (BI) Liability limits.**

**Please read this form carefully before you sign.** By signing this form, you agree that you have read and understand this information.

---

 USAA Number

Signature of Named Insured

Date

If this form is sent by fax machine or other electronic means, the sender adopts the document received by USAA as a duplicate original and adopts the signature received by USAA as the sender's original signature.

You can return this form to:

**Mail:** USAA

9800 Fredericksburg Road

San Antonio, TX 78288

**Fax:** 210-531-8877 or 800-531-8877

**Online:** usaa.com



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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [USAA Hit with Class Action Over Alleged Treatment of Officers Versus Enlisted Military Personnel](#)

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