

December 2020

Manual of Rules and Rates ALBERTA

Various Rule Changes Effective April 1, 2021 (New Business & Renewals)

Facility Association has received approval from the Superintendent of Insurance in Alberta effective April 1, 2021 (New Business and Renewals) for amendments to rules in various section of the manual.

A summary of rule changes are attached. All rule changes are marked with a bar in the margin.

The Facility Association website <u>www.facilityassociation.com</u> has been updated with this information.

This bulletin is being distributed by Servicing Carriers, to whom all enquiries should be addressed.

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
PRIVATE PASS	ENGER SECTION			
113.B Driving Record, Driving Record Entitlement	10. International Driving Permit As a new resident of Canada, the principal operator is required to apply for a driver's licence in the jurisdiction in which he or she will be living. Driving Record 0 applies until a level 2 or regular licence is issued.	10. International Driving Permit As a new resident of Canada, the principal operator is required to apply for a driver's licence in the jurisdiction in which he or she will be living. Driving Record 0 applies until an Alberta drivers license is issued. NOTE: Refer to Rule 120 if risk is Grid rated.	Clarifies that drivers with International Permits may be subject to Grid rating.	This does not impact premiums.
128.D Renewals, Renewal Processing	Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; OR	Amends the acceptable evidence of renewal refusal for the purposes of cancellation.	This does not impact premiums.
	If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.	c) Written confirmation that the Insured has rejected the renewal contract. Where an Insured has received renewal documents prior to the effective date of the renewal, if the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.		

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. If the renewal date has passed and the insurance	Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. If the renewal date has passed and the insurance		
	is again required, there must be a new application and a new policy issued.	is again required, there must be a new application and a new policy issued. Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the Insured.		
129.E Cancellations, Cancellation Procedures	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 129: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 129: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	Amends the acceptable evidence of renewal refusal for the purposes of cancellation.	This does not impact premiums.
	Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	Renewal Where an Insured has received renewal documents prior to the effective date of the renewal, if evidence of renewal refusal is supplied by the Agent/Broker (per Rule 128) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal.		

Rule	Current Wording	Approved Wording	Change from Current	Premium I mpact
		Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
	5. Cancellation of Renewals in Outlying Areas No longer applicable	5. Cancellation of Renewals in Outlying Areas – No longer applicable		
	 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: 	6. Flat Cancellation Exceptions 1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that:		
COMMERCIAL	SECTION	, ·		
218.C	Renewal not accepted	Renewal not accepted	Amends the	This does not
Renewals, Renewal Processing	If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR	acceptable evidence of renewal refusal for the purposes of cancellation.	impact premiums.

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
		b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office;		
		OR c) Written confirmation that the Insured has rejected the renewal contract.		
	If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.	Where an Insured has received renewal documents prior to the effective date of the renewal, if the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.		
	Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.	Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.		
	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.		
		Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
219.E Cancellations, Cancellation Procedures	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 219: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. 5. Cancellation of Renewals in Outlying Areas No longer applicable 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat.	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 219: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. Renewal Where an Insured has received renewal documents prior to the effective date of the renewal, if evidence of renewal refusal is supplied by the Agent/Broker (per Rule 218) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured. 5. Cancellation of Renewals in Outlying Areas No longer applicable 6. Flat Cancellation Exceptions	Amends the acceptable evidence of renewal refusal for the purposes of cancellation.	This does not impact premiums.
	2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be	1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat.		

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	allowed to the Agent/Broker provided that:	2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that:		
PUBLIC SECTION	ON CONTRACTOR OF THE PROPERTY			
316.C Renewals, Renewal Processing	Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; OR c) Written confirmation that the Insured has rejected the renewal contract.	Amends the acceptable evidence of renewal refusal for the purposes of cancellation.	This does not impact premiums.
	If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis	Where an Insured has received renewal documents prior to the effective date of the renewal, if the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the		

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.	renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.		
	Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.	Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.		
	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.		
		Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
317.E Cancellations, Cancellation	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 317: Flat Cancellation Exceptions.	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 317: Flat Cancellation Exceptions.	Amends the acceptable evidence of renewal	This does not impact premiums.
Procedures	Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	refusal for the purposes of cancellation.	
	Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned	Renewal Where an Insured has received renewal documents prior to the effective date of the renewal, if evidence of renewal refusal is supplied by the Agent/Broker (per Rule 316) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the		

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective		
	5. Cancellation of Renewals in Outlying Areas No longer applicable	renewal date shall be accepted in lieu of evidence of renewal refusal.		
	 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 	Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
		5. Cancellation of Renewals in OutlyingAreasNo longer applicable		
	2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that:	 6. Flat Cancellation Exceptions 1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: 		
RECREATIONA				
411.B.4 Off Road Vehicles, Rating & Policy Issuance Notes	Physical Damage Except as otherwise stated for Pickups, 4x4s and Similar Vehicles Designed for Road Use, rate groups are established as follows: If the value of the vehicle is less than \$15,000	Optional Physical Damage Except as otherwise stated for Pickups, 4x4s and Similar Vehicles Designed for Road Use, rate groups are established as follows: If the value of the vehicle is less than \$15,000	Confirms the additional documents required to rate within specified	This does not impact premiums.

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	the rate group for physical damage (if purchased) may be based on the limit chosen by the insured subject to END 19 or the rate group may be established using list price new.	the rate group for optional physical damage (if purchased) may be based on the limit chosen by the insured subject to END 19 or the rate group may be established using list price new.	parameters	
	If the value of the vehicle is \$15,000 or more, the rate group for physical damage (if purchased) must be established based on list price new or where the insured produces at his or her own expense an appraisal acceptable to the Servicing Carrier then the snow vehicle or all terrain vehicle may be rated according to the Actual Cash Value (plus applicable tax) subject to END 19.	If the value of the vehicle is \$15,000 or more, the rate group for optional physical damage (if purchased) must be established in accordance with the following conditions: a) Where the vehicle is newly acquired from a dealer, a copy of the purchase agreement (dated within the 15 days prior to the effective date of the insurance) must be attached to the application or the change request. The purchase agreement must confirm the vehicle's year, make, model, serial number and purchase price. b) In any other case, the value must be substantiated by a certificate (including photo) from an independent appraiser acceptable to the Servicing Carrier. The certificate must be obtained at the Applicant's expense and must be attached to the application or the change request.		
417.C Renewals, Renewal Processing	Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; OR c) Written confirmation that the Insured	Amends the acceptable evidence of renewal refusal for the purposes of cancellation.	This does not impact premiums.

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
		has rejected the renewal contract.		
	If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.	Where an Insured has received renewal documents prior to the effective date of the renewal, if the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.		
	Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.	Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.		
	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.		
		Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
418.E Cancellations, Cancellation	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 418: Flat Cancellation Exceptions.	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 418: Flat Cancellation Exceptions.	Amends the acceptable evidence of renewal	This does not impact premiums.
Procedures	Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	refusal for the purposes of cancellation.	

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. 5. Cancellation of Renewals in Outlying Areas No longer applicable 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat.	Renewal Where an Insured has received renewal documents prior to the effective date of the renewal, if evidence of renewal refusal is supplied by the Agent/Broker (per Rule 417) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
	2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that:	5. Cancellation of Renewals in Outlying Areas No longer applicable 6. Flat Cancellation Exceptions 1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat.		

Renewals, Renewal Processing If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. If the documents are received by the Servicing Carrier, for cancellation account. If the documents are riceived within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing carrier within 15 days, the renewal shall be cancelled on a pro reata basis effective the date it is received by the Servicing carrier within 2 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing effectiv	Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
Renewal not accepted Renewals, Renewal Processing Renewal is not accepted by the Insured, the Agent/Broker must promptly return all the renewal is not accepted by the Insured, the Agent/Broker must promptly return all the renewal documents (Including liability cards) to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. Renewal not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier; for cancellation offerctive renewal date shall be accepted in lieu of renewal documents. Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be carcelled on a pro rata basis effective the date it is received by the Servicing Carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier part and the caceptable evidence of renewal refusal is received by the Servicing carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier part and the caceptable evidence of renewal refusal is received by the Servicing carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing carrier within 15 days, the renewal shall be cancelled on			a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be		
Renewals, Renewal Processing If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. If the documents are received by the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. If the documents are received by the Servicing Carrier, or an elability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; OR c) Written confirmation that the Insured has rejected the renewal contract. Where an Insured has received date of the renewal formed and documents prior to the effective date, a full refund shall be carcelled to a renewal feredual to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the date it is received by the Servicing effective the d	GARAGE SECTI	ON			
OR c) Written confirmation that the Insured has rejected the renewal contract. Where an Insured has received renewal documents prior to the effective date of the renewal, if the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Replace responsible for	611.C Renewals, Renewal	Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be	If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND	acceptable evidence of renewal refusal for the purposes of	This does not impact premiums.
Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. Renewal documents that have been returned to the Carrier for earned leafing province for earned premium or minimum retained premium whichever is greater. Renewal documents that have been returned to the Servicing Carrier for leafing province for earned leafing province for earned leafing province for earned premium or minimum retained premium whichever is greater.		Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.	OR c) Written confirmation that the Insured has rejected the renewal contract. Where an Insured has received renewal documents prior to the effective date of the renewal, if the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. Renewals where acceptable evidence of refusal		

Rule	le Current Wording Approved Wording		Change from Current	Premium Impact
	instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.	Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.		
	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.		
		Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
617.E Cancellations, Cancellation Procedures	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 617: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 617: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	Amends the acceptable evidence of renewal refusal for the purposes of cancellation.	This does not impact premiums.
	Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	Renewal Where an Insured has received renewal documents prior to the effective date of the renewal, if evidence of renewal refusal is supplied by the Agent/Broker (per Rule 611) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal.		

Current Wording Approved Wording		Change from Current	Premium Impact
	Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
 5. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 	5. Flat Cancellation Exceptions1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat.		
2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that:	2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat.		
	3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that:		
C. Dealer Plates: If there are dealer plates with no driver to be rated as principal operator of them, then rate each as excess dealer plates as described under Excess Dealer Plates. For example: There are two staff units, 3 owned cars and 1 dealer plate. Charge a private passenger rate for each of the three cars, a staff unit rate for the garage exposure and 25% of 07, 0, 1, 2 or 3 for the dealer plate. One of the staff units must be assigned as principal operator of two vehicles.	C. Dealer Plates If there are dealer plates with no driver to be rated as principal operator of them, then rate each as excess dealer plates as described under D. Excess Dealer Plates.	Removes an ambiguous example suggesting Excess Dealer Plates are entitled to a Driving Record higher than 0.	No impact on premium.
	5. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: C. Dealer Plates: If there are dealer plates with no driver to be rated as principal operator of them, then rate each as excess dealer plates as described under Excess Dealer Plates. For example: There are two staff units, 3 owned cars and 1 dealer plate. Charge a private passenger rate for each of the three cars, a staff unit rate for the garage exposure and 25% of 07, 0, 1, 2 or 3 for the dealer plate. One of the staff units must be	Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured. 5. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: 2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: C. Dealer Plates: If there are dealer plates with no driver to be rated as principal operator of them, then rate each as excess dealer plates as described under Excess Dealer Plates. For example: There are two staff units, 3 owned cars and 1 dealer plate. Charge a private passenger rate for each of the three cars, a staff unit rate for the garage exposure and 25% of 07, 0, 1, 2 or 3 for the dealer plate. One of the staff units must be	Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal is received within 15 days of the initial issuance or renewal odcuments by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured. 5. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Agent/Broker complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: C. Dealer Plates: If there are dealer plates with no driver to be rated as principal operator of them, then rate each as excess dealer plates as described under D. Excess Dealer Plates. C. Dealer Plates From example: There are two staff units, 3 owned cars and 1 dealer plate. Charge a private passenger rate for each of the three cars, a staff unit rate for the garage exposure and 25% of 07,

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
DRIVERS POLIC	CY SECTION			
717.C Renewals, Renewal Processing	Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office;	Amends the acceptable evidence of renewal refusal for the purposes of cancellation.	This does not impact premiums.
		OR c) Written confirmation that the Insured has rejected the renewal contract.		
	If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.	Where an Insured has received renewal documents prior to the effective date of the renewal, if the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.		
	Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.	Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.		

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.		
		Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
718.E Cancellations, Cancellation	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 718: Flat Cancellation Exceptions.	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 718: Flat Cancellation Exceptions.	Amends the acceptable evidence of renewal	This does not impact premiums.
Procedures	Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	refusal for the purposes of cancellation.	
	Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	Renewal Where an Insured has received renewal documents prior to the effective date of the renewal, if evidence of renewal refusal is supplied by the Agent/Broker (per Rule 717) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal.		
		Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		

Rule	Current Wording Approved Wording		Change from Current	Premium I mpact
	5. Cancellation of Renewals in Outlying Areas No longer applicable	5. Cancellation of Renewals in OutlyingAreasNo longer applicable		
	 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 	6. Flat Cancellation Exceptions1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat.		
	2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that:	2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat.		
		3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that:		
NON OWNED A	UTOMOBILE SECTION			
811.C Rating, Liability for Damage to Hired Automobiles	A copy of every hiring contract/agreement together with the following information must be submitted to the Servicing Carrier so that the appropriate rates may be assessed:	A copy of every hiring contract/agreement together with the following information must be submitted to the Servicing Carrier so that the appropriate rates may be assessed:	Amends the rating methodolgy for END 94.	This will impact premiums charged on Non-Owned
(END 94)	a. The type(s) of automobile concerned; whether hired with or without drivers; the period(s) for which the automobiles will be hired; the estimated cost of hire.	a) The type(s) of automobile concerned, including the estimated manufacturer list price new; whether hired with or without drivers; the period(s) for which the automobiles will be hired; the estimated cost of hire.		Automobile policies with END 94.
	b. The required coverage and the desired limit of liability and deductible in respect of any one occurrence.	b) The required coverage and the desired limit of liability and deductible in respect of any one occurrence.		
	Note: In END 94, below the heading "Section B", the words "or assumed by him under any contract or agreement" must be deleted unless a copy of the contract/ agreement is submitted and provision of coverages in respect of the assumed liability is in fact approved by the Servicing Carrier.	Note: In END 94, below the heading 'Section B', the words 'or assumed by him under any contract or agreement' must be deleted unless a copy of the contract/agreement is submitted and provision of coverages in respect of the assumed liability is in fact approved by the Servicing Carrier.		

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	For private passenger type vehicles, the rate per \$1,000 cost of hire shall be 2.5% of the appropriate Class 07, Driving Record 0 physical damage premium using Rate Group 17.	For private passenger type vehicles, the rate per \$1,000 cost of hire shall be 2.5% of the appropriate Class 07, Driving Record 0 physical damage premium in the applicable territory. Rate group shall be determined using Table A, based on manufacturer list price new of the current model year.		
	For commercial type vehicles, the rate per \$1,000 cost of hire shall be 2.5% of the Commercial vehicle Driving Record 3 Rating Group 8 premium in the applicable territory.	For commercial type vehicles, the rate per \$1,000 cost of hire shall be 2.5% of the commercial vehicle Driving Record 0 in the applicable territory. Rate group shall be determined using Table II, based on manufacturer list price new of the current model year.		
816.B Renewals, Renewal Processing	Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; OR c) Written confirmation that the Insured has rejected the renewal contract.	Amends the acceptable evidence of renewal refusal for the purposes of cancellation.	This does not impact premiums.
	If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days,	Where an Insured has received renewal documents prior to the effective date of the renewal, if the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal		

Rule	Rule Current Wording Approved Wording		Change from Current	Premium Impact
	the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.	refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater.		
	Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.	Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above.		
	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.	If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued.		
		Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
817.E Cancellations, Cancellation	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 817: Flat Cancellation Exceptions.	4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 817: Flat Cancellation Exceptions.	Amends the acceptable evidence of renewal	This does not impact premiums.
Procedures	Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed.	refusal for the purposes of cancellation.	
	Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the	Renewal Where an Insured has received renewal documents prior to the effective date of the renewal, if evidence of renewal refusal is supplied by the Agent/Broker (per Rule 816) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal		

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents.	refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. Where an Insured has received renewal documents on or after the effective date of the renewal, if evidence of renewal refusal is received within 15 days of the initial issuance of renewal documents by the Servicing Carrier, the renewal shall be cancelled and no time on risk shall be charged to the insured.		
	5. Cancellation of Renewals in Outlying AreasNo longer applicable	5. Cancellation of Renewals in OutlyingAreasNo longer applicable		
	 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: 	 6. Flat Cancellation Exceptions 1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: 		



October 2020

Manual of Rules and Rates ALBERTA

Revised Private Passenger Grid Rates Effective January 1, 2021 New Business and Renewals

In accordance with the Alberta Automobile Insurance Rate Board's Order, Private Passenger Grid premiums have been revised **effective January 1, 2021 for New Business and Renewals** to reflect +5.0% rate increase in mandatory coverage.

The Facility Association website <u>www.facilityassociation.com</u> has now been updated accordingly.

This bulletin is being distributed by Servicing Carriers to whom all enquiries should be addressed.



August 2020

Manual of Rules and Rates ALBERTA

Revised Fleet Rates Effective January 1, 2021 (New Business and Renewals)

Effective January 1, 2021 Facility Association is implementing the following updates for new business and renewals in Alberta:

- +16.3% rate increase for Private Passenger fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no changes to base rates.
- +29.3% rate increase for Public Bus fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no changes to base rates.
- 0% rate change for All-Terrain Vehicle fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no changes to base rates.
- The base premium on all other fleet rated classes have been amended from driving record 2 to 0. Currently there are no written exposures in the following classes. As such, no average rate level change is available at this time:
 - o Motorcycle
 - o Snow Vehicle
 - o Ambulance & Funeral
 - o Motorhome
 - o Camper & Personal Trailers

This bulletin is being distributed by Servicing Carriers, to whom all enquiries should be addressed.



June 2020

Manual of Rules and Rates ALBERTA

2020 Private Passenger CLEAR Rate Group Tables, 2020 Commercial Rate Group Tables and Commercial Rule Changes Effective October 1, 2020 (New Business and Renewals)

Effective October 1, 2020 Facility Association is implementing the following updates for new business and renewals in Alberta:

- 2020 Private Passenger CLEAR Rate Group Tables with no change to range of 3 to 12 for Accident Benefits rate groups.
- 2020 Commercial Rate Group Tables (Table I and II).
- There are amended rules in Commercial section of the manual. A summary of the rule changes is attached to the Manual Bulletin on the Facility Association website.

These tables are now available on the Facility Association website www.facilityassociation.com.

With the implementation of both the Private Passenger and Commercial Rate Group Tables, Facility Association also includes the use of any rate group assignment for a new make or model introduced to the market.

This bulletin is being distributed by Servicing Carriers, to whom all enquiries should be addressed.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
COMMERCIAL	SECTION			
Rule 200.A:	A. The Insurer's rules for declining to issue, terminating or refusing to renew a contract are:	A. The Insurer's rules for declining to issue, terminating or refusing to renew a contract are:	Revises the criteria	This may impact
Filed Underwriting Rules, The Insurer's rules for declining to issue, terminating or refusing to renew a contract	1. The risk does not meet the object of the Facility Association which is to ensure the availability of automobile insurance, as required by law, in those provinces and territories of Canada in which the Association operates, to the owners and licensed drivers of motor vehicles who would otherwise have difficulty obtaining such insurance.	1. The risk does not meet the object of the Facility Association which is to ensure the availability of automobile insurance, as required by law, in those provinces and territories of Canada in which the Association operates, to the owners and licensed drivers of motor vehicles who would otherwise have difficulty obtaining such insurance.	that will permit FA to cancel or non- renew	coverage offered to Insureds.
	2. The Applicant does not have an insurable interest in the vehicle.	2. The Named Insured does not have an insurable interest in the vehicle.		
	3. The vehicle is registered in a jurisdiction other than one in which the application for coverage is being completed or the vehicle is not operated at any time in a jurisdiction in which the Association operates. If the vehicle is registered in another jurisdiction in which Facility Association operates, the vehicle may be insured through an Agent/Broker and Servicing Carrier licensed in that jurisdiction.	3. The vehicle is registered in a jurisdiction other than one in which the application for coverage is being completed or the vehicle is not operated at any time in a jurisdiction in which the Association operates. If the vehicle is registered in another jurisdiction in which Facility Association operates, the vehicle may be insured through an Agent/Broker and Servicing Carrier licensed in that jurisdiction.		
	4. The driver of the vehicle does not hold a valid operator's licence. If the licence of the only driver is suspended, Facility Association shall provide a policy covering Comprehensive or Specified Perils cover only until there is a driver holding a valid operator's licence. See Rule 232: Suspension of Operator's Licence and Rule 201: Minimum Coverage.	4. The driver of a commercial vehicle does not hold a valid operator's licence, based on the class of vehicle insured.		
	5. The application is incomplete, has not been signed by the Applicant, or has not been bound by the Agent/Broker.	5. The application is incomplete, or has not been signed by the Named Insured, or the risk has not been bound by the Agent/Broker.		
	6. The Applicant/Agent/Broker refuses to provide the sufficient valid information to write the risk. Sufficient valid information to write the risk' includes data to properly rate the risk and to report the risk information in accordance with the Automobile Statistical Plan.	6. Failure or refusal to supply underwriting information as identified under Rule 200.D: Supplementary Underwriting Information, necessary to underwrite the risk or underwriting information is incomplete, or underwriting information received is outside the 'oldest report date permitted', or where indicated, information is not issued by the Federal or Provincial Authority of the jurisdiction of registration.		

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 200.A: Filed Underwriting Rules, The Insurer's rules for declining to issue, terminating or refusing to renew a contract (Continued)	7. The vehicle is not in the possession of the Applicant (i.e. has been stolen or cannot be located). This restriction is not intended to be used as a denial of a valid theft claim. 8. A certificate of mechanical fitness and road worthiness has not been provided in accordance with the Manual of Rules and Rates e.g. home made vehicles.	7. The vehicle is not in the possession of the Named Insured (i.e. has been stolen or cannot be located). This restriction is not intended to be used as a denial of a valid theft claim.		
	Non-payment of premium for the current policy period (for purposes of termination only).	8. Non-payment of premium for the current policy period (for purposes of termination only).		
		9. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police. NOTE:	Taken from proposed Rule Change filing submitted in April 2019	This does not impact premiums
		In accordance with the Insurance Act, Private Passenger Vehicles, including those vehicles classified for business use (Class 07 or 03) and vehicles used in farming operations with a curb weight less than 4,500kg (Class 33) are not eligible to be declined, terminated or refuse to renew. Certain Endorsements applicable to commercial vehicles require a signature. Where no signature is obtained, the policy may be: a) Cancelled in accordance with the Statutory Conditions; b) Issued without the endorsement; c) Removed and policy re-rated accordingly. See Rule 213: Endorsement Forms/Wordings	Wording relocated from Rule 213.	This will not impact premium.

Rule	Rule Current Wording Approved Wording			
Rule 200.B: Filed Underwriting Rules, Rules for refusing to provide or continue a coverage	B. Rules for refusing to provide or continue a coverage are: 1. Physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Wilfully made a false statement in respect of a claim. 2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter. NOTE: No policy shall be written for vehicles branded 'nonrepairable' 3. Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. * Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.	B. Rules for refusing to provide or continue a coverage are: 1. Where a Named Insured or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; * Misrepresentation means a Named Insured has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Wilfully made a false statement in respect of a claim; Will be subject to the following coverage limitations: i) Optional physical damage coverage shall not be provided; ii) Completion of U.S. Filings shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter. NOTE: No policy shall be written for vehicles branded 'nonrepairable'	Revises coverage available to Insureds with a prior misreprese ntation, non-disclosure or Insurance Fraud conviction within the last 36 months.	This may impact coverage offered to Insureds.

Rule	Current Wording	Approved Wording			Change from Current	Premium impact
Rule 200.B: Filed Underwriting Rules, Rules for refusing to provide or continue a coverage (Continued)		Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided.				
Rule 200.C: Filed Underwriting Rules, Supplementary Underwriting Documents	NEW	C. Supplementary Und Applicable to Comment The following document Servicing Carrier in the below, for the frequency the following for a commolicy cancellation, in action Document Type	s are to be supported by specified. Fail nercial vehicle recordance with Oldest Report	plied to the described lure to supply may result in	the types of predocuments and impreduency of updates officers.	This will not impact premiums, but may impact coverage offered to Insureds.
	Articles of Incorporation: Where the Named Insured is an incorporated entity, or is a limited liability company.	date permitted Date of last revision	New Business	This document will confirm insurable interest.	This will not impact premiums, but may impact coverage offered to Insureds.	
		FMCSA SMS "Complete" Carrier Profile (with full documentation), including U.S. DOT and MC Numbers: On all Heavy Commercial Vehicles with a Gross Vehicle Weight exceeding 4,500kg on vehicles	90 days from date report was generated	New Business*, Renewals	document will evaluate a carrier's safety rating, mileage and loss history in the U.S.	This will not impact premiums, but may impact coverage offered to Insureds.

Rule	Current Wording Approved Wording					Premium impact
Rule 200.D: Filed Underwriting		traveling into the U.S.			This document	This will not impact
Rules, Supplementary Underwriting Documents (Continued)		International Fuel Tax Assessment (IFTA): On all vehicles with 'IRP' plates, traveling outside the jurisdiction of registration, including into the U.S. Documents supplied must be issued by the Federal Authority, or Provincial Authority of the jurisdiction of vehicle registration.	Prior four (4) quarters, including any reassessme nts, immediately preceding the effective date of the policy.	New Business*, Renewals	will confirm out-of- province and U.S. exposure.	premiums, but may impact coverage offered to Insureds.
		NSC Carrier Profile (CVOR 'Level 2' in Ontario or Equivalent with full profile information): On all Heavy Commercial vehicles with a Gross Vehicle Weight exceeding 4,500kg. Documents supplied must be issued by the Provincial Authority of the jurisdiction of vehicle registration.	90 days from date report was generated	New Business*, Renewals	This document will evaluate a carrier's safety rating, mileage and loss history in Canada and the U.S.	This will not impact premiums, but may impact coverage offered to Insureds.
		Prior Insurance Carrier Loss History/Experience Reports (Fleet Rated policies	30 days from date report/letter was generated	New Business	Document is required to evaluate prior loss history on	This will not impact premiums, but may impact coverage

Rule	Current Wording	Current Wording Approved Wording					
Rule 200.D: Filed Underwriting Rules, Supplementary Underwriting Documents (Continued)		only): For prior insurance policies issued under the same Named Insured. Documents must be issued on Prior Carriers Letterhead, if the Servicing Carrier does not already have prior experience on file. Refer to Rule 209: Driving Record, for Individually-Rated Commercial Policies.	365 days	New	This document	This will not impact	
		Certificate: Required on commercial vehicles or tractor trailer combinations with a registered curb weight exceeding: a) 4,500kg when operating outside of	from date report was generated	Business, Vehicle Additions	will confirm that insured vehicle(s) meet provincial safety requiremen ts.	premiums, but may impact coverage offered to Insureds.	
		the province of Alberta OR b) 11,794kg when					
		operating within the province of Alberta			This document	This will not impact	
		Vehicle Registration: Complete copy of document indicating that vehicle is registered to the	Date of last revision	New Business, Vehicle Additions	will confirm insurable interest, registered gross vehicle	premiums, but may impact coverage offered to Insureds.	

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 200.D: Filed Underwriting Rules, Supplementary Underwriting Documents (Continued)		Named Insured. Document supplied must be issued by the Provincial Authority of the jurisdiction of vehicle registration. *For New Business Risks with 'No Prior Insurance', traveling out-of-province, including into the U.S., refer to Rule 204.G New Policies: No Prior Insurance, for special rating instructions. NOTE: In accordance with the Insurance Act, Private Passenger Vehicles, including those vehicles classified for business use (Class 07 or 03) and vehicles used in farming operations with a curb weight less than 4,500kg (Class 33) are not eligible to be declined, terminated or refuse to renew.	weight, vehicle branding and type of plating (i.e. Commercia I, IRP, and Unplated).	This will not impact premiums, but may impact coverage offered to Insureds.
Rule 201.A: Coverages Available and Minimum Deductibles, Liability	A. Liability Not more than \$2,000,000 except: •When required by Canadian or American federal or provincial statute, by regulation issued under authority thereof, or by municipal by-laws (but not by other local authorities such as school boards). The Liability limit may not exceed the amount required. •Where the Insured is required to have limits higher than \$2,000,000 but not exceeding \$5,000,000 in order to obtain a contract of work or obtain employment and where failure to do so will result in loss of the contract or employment. The Insured will be required to provide documentation of the contract requirements or employment requirements for limits no higher than \$5,000,000. This documentation is required at the time the higher limit is requested but not for subsequent renewal terms.	A. Liability Not more than \$2,000,000 except: •When required by Canadian or American federal or provincial statute, by regulation issued under authority thereof, or by municipal by-laws (but not by other local authorities such as school boards). The Liability limit may not exceed the amount required. •Where the Named Insured is required to have limits higher than \$2,000,000 but not exceeding \$5,000,000 in order to obtain a contract of work or obtain employment and where failure to do so will result in loss of the contract or employment. The Insured will be required to provide documentation of the contract requirements or employment requirements for limits no higher than \$5,000,000. This documentation is required at the time the higher limit is requested but not for subsequent renewal terms.	Replaces the term "Applicant" with "Named Insured" Allows the Servicing Carrier to decline the application of a	This will not impact premiums. This will not impact premiums, but may impact coverage

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Coverages Available and		The Servicing Carrier reserves the right to decline the application of a liability limit over \$2 million.	liability limit over \$2 million.	offered to Insureds.
Minimum Deductibles, Liability (Continued)		NOTE: At no time may the liability limit shown on any proof of insurance exceed those required by the authority concerned.	Paragraph inserted for	This will not impact
		For Example: If the Liability limit chosen by the Named Insured is \$1,000,000 and proof of insurance is required for \$500,000. The policy will be issued at \$1,000,000 but the proof of insurance shall only show \$500,000.	consistency across all Provinces	premiums.
	The policy states that an automobile and trailer are held to be one vehicle; a trailer and any towing vehicle must be insured for the same Liability limit.	The policy states that an automobile and trailer are held to be one vehicle. A trailer and any attached vehicle must be insured for the same Liability limit, if separate liability coverage is obtained for the trailer. Refer to Rule 212: Trailers, for rating instructions.	Replaces the term "towing" with "attached"	This will not impact premiums.
	If it is necessary to provide a Liability limit that falls between two limits for which premiums or limit factors are indicated in this manual, the premium or limit factor applicable to the higher of those two limits shall be used.	If it is necessary to provide a Liability limit that falls between two limits for which premiums or limit factors are indicated in this manual, the premium or limit factor applicable to the higher of those two limits shall be used.		
	Where it is required and permissible to provide a higher Liability limit and the manual does not provide the necessary increased limit factor, contact your Servicing Carrier.	Where it is required and permissible to provide a higher Liability limit and the manual does not provide the necessary increased limit factor, contact your Servicing Carrier.		
	The amounts shown on any proof of insurance may not exceed those required by the authority concerned. For example: The Liability limit chosen by the Applicant is \$1,000,000. Proof of insurance is required for \$500,000. The policy will be issued at \$1,000,000 but the proof of insurance shall only show \$500,000.			

Rule		Current Wording		Approved Wording		
Rule 201.C:	C. Physical Dama	age	C. Optional Phys Deductibles			
Coverages Available and Minimum Deductibles,			All Perils coverage Comprehensive of vehicles.			
Physical Damage	any vehicle valued damage shall not l	hall not be provided or continued for d at \$1,000,000 or more. Physical be provided for off-road commercial ng trucks used solely in the bush.		cal damage coverage shall be ed for commercial vehicles valued at ore.		
			Optional physical provided for off-rucks used solely			
	more trailers are s	ge, a motor vehicle and one or separate automobiles, erent deductibles for trailers and e permitted.	trailers are separa	age, a motor vehicle and one or more ate automobiles; consequently, oles for trailers and towing vehicles		
		e is no longer available. overage is not available on logging				
	a) Minimum Dec The following table deductibles.	ductibles e indicates the minimum	a) Minimum Dec Vehicles (Regis kg)	Splits Optional	This may impact	
	Rate Groups 15 and under	Minimum Deductible Collision / Comprehensive /Specified Perils \$500		are to be no less than:	Physical Damage	premiums of clients
	16 - 18	\$1,000	Rate Groups	Minimum Deductible	deductibles between	who now require an
		· '	15 and under	\$500	LCV and	increased
	19 - 21 22 and over	\$2,500 5% of LPN rounded to the	16 – 18	\$1,000	HCV.	deductible.
	22 and over	nearest \$250 (minimum	19 – 21	\$2,500	Minimum deductible	
		deductible \$2,500).*	22 and over	10% of List Price New rounded to the nearest \$500 (minimum	offered.	
	All RGs	END 40 is mandatory on any	-	deductible \$5,000).		
		vehicles with prior fire or total	END 40	END 40 is mandatory on any		
		vehicle theft claims within the		vehicles with prior fire and total		
		last 60 months	11	theft claims within the past 60 months		
				mondis	Outlines	This may
					the	impact

Rule	Current Wording	Ар	Approved Wording		
Rule 201.C: Coverages Available and		Vehicles (Register	ctibles for Heavy Commercial ed Curb Weight Over 4,500kg)	minimum deductible requiremen ts for	premiums of clients who now require an
Minimum Deductibles, Physical Damage (Continued)		Price New, including and attached equipn	the cost of any customizations nent. Deductibles are to be est \$500 and are to be no less	Heavy i	increased deductible.
		List Price New	Minimum Deductible	1	
		Vehicle Make and Model listed in Commercial Rate Group Table I	10% of List Price New (minimum deductible \$5,000).		
		<\$50,001	10% of List Price New	1	
		\$50,001-\$75,000	12% of List Price New	1	
		\$75,001 - \$100,000	15% of List Price New	1	
		\$100,001 - \$125,000	20% of List Price New		
		\$125,001 and Over	25% of List Price New		
	*Example: If the list price new is \$123,000 5% is	END 40	END 40 is mandatory on any vehicles with prior fire and total theft claims within the past 60 months	Updates an example based on	This will not impact premiums.
	\$6,150. The deductible shall be \$6,250 and the rating factor for \$2,500 or more applies.	truck is \$122,000, 2	e new of a Class 42 Sand & Gravel 0% is \$24,400. The deductible d the rating factor for \$2,500 or	proposed rule	premiums.
		c) Minimum Deduc Experience	ctibles based on Prior Loss	Section "c)" created for clarity	This may impact premiums of clients
	NOTE: For risks with claims, refer to the following chart. Where a risk is eligible for one deductible based on rate group/vehicle and another based on claims, the higher deductible applies.	a risk is eligible for o	, refer to the chart below. Where one deductible based on rate ased on claims, the higher	and updates the minimum deductible offered based on	who now require an increased deductible, or who may no longer
				prior	qualify for coverage.

Rule		Cu	rrent Wor	ding			Approv		Change from Current	Premium impact	
Rule 201.C: Coverages Available and Minimum	Insurance coverage Compreh Perils)	of Automob e claims un (All Perils, ensive, Spe	der each Collision, ecified	Deductible amount applicable to the coverage under which the claims were made*		claims ur Perils, Co	nder each co	e Insurance overage (All prehensive, -ils)	Deductible amount applicable to the	claims experience.	
Deductibles, Physical Damage (Continued)	In prior 12 months	In prior 36 months	In prior 60 months (fire and/or total			In prior 12 months	In prior 36 months	In prior 60 months (fire and/or total theft)	coverage under which the claims were made*		
			theft)			3	-	2	\$5,000		
	3	3	2	\$2,500 \$1,000	H	-	3	-	\$2,500		
	-	4 5 or more	3 or more	\$2,500 5% of LPN (minimum \$5,000) No coverage		-	4	-	5% of List Price New rounded to the nearest \$500 (minimum deductible \$5,000).		
						-	5 or more	-	No coverage offered		
						-	-	3 or more	No coverage offered		
	shall be as coverage i	signed to tl .e. Collision	ne appropri or Compre		s	shall be assig	gned to the	red under All l appropriate se Comprehens			
	imposed w	hen there her any give	nave been a en coverage	ms shall only be a sufficient number of to warrant such				ductibles prov ese amounts.	ided for in this		
application. For example one Collision loss and three Comprehensive losses in the previous 12 months will result in the application of a \$2,500 deductible on Comprehensive only. Only if the Insured has		sufficient nu	umber of clain	ns under any	Updates an	This will not impact					
	sustained t	three Collis	ion losses a	s well, would \$2,500 sion coverage.				on loss and th the previous	ree 12 months shall	example based on	premiums.

Rule	Current Wording Approved Wording		Change from Current	Premium impact	
Rule 201.C: Coverages Available and Minimum Deductibles, Physical Damage (Continued)	Perils only shall be re the next renewal if th Liability coverage on	or Comprehensive/Specified newed once and then lapsed at ere is no other vehicle with the policy. Vehicles insured for ified Perils only shall not be ess.	result in the application of a \$5,000 deductible on Comprehensive only. Only if the Insured has sustained three Collision losses as well, would \$5,000 deductible be applied to the Collision coverage. d) Vehicles Insured for Comprehensive or Specified Perils Coverage Only If Statutory coverages (Liability, Accident Benefits, Uninsured Automobile) are removed or suspended by way of END 16 twice in one year, subsequent requests will not be permitted until the following renewal. It is not necessary to remove the license plate from the vehicle while coverage is removed or suspended. If Statutory coverages are not added to the vehicle by the renewal date, the vehicle shall be renewed once with Comprehensive or Specified Perils Coverages only, then lapsed at the next renewal if there is no other vehicle with Statutory coverage on the policy. Vehicles insured for Comprehensive/Specified Perils only shall not be written as new business.	proposed rule New section "d)" created. Clarifies existing rule regarding vehicles insured for Comp/S.P. only.	This will not impact premiums.
	b) Minimum Deduce The following table in deductibles applicable	dicates the minimum		Removes separate	This may impact premiums of clients
	Value on which premium is based	Minimum Deductible Collision / /Specified Perils		deductible chart for	who now require an
	Less than \$52,501	\$500		logging vehicles.	increased deductible.
	\$52,501 - \$76,000	\$2,500		Minimum	acauctible.
	\$76,001 – \$100,000	\$4,000		deductible	
	Over \$100,000	5% of said value to nearest \$250		would be based on Registered	
	NOTE	END 40 is mandatory on any vehicles with prior fire or total vehicle theft claims within the las 60 months		Curb Weight	

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 201.E: Coverages Available and Minimum Deductibles, Minimum Coverage	E: Minimum Coverage Policies are required to provide at least the statutory minimum coverage applicable to the jurisdiction in which the vehicle is registered except as indicated below: Exception When an automobile is temporarily out of use and in storage: (a) Coverage other than Comprehensive or Specified Perils may be suspended by means of END 16 for those vehicles that are temporarily laid up. This endorsement does not suspend coverages that relate to 'driving other vehicles'. The endorsement may be used in respect of most private passenger and commercial-type vehicles. END 44 may remain on a policy where 'moving' coverages have been suspended by means of END 16.	E: Minimum Coverage Individually rated commercial policies are required to provide at least the statutory minimum coverage applicable to the jurisdiction in which the vehicle is registered except when an automobile is temporarily out of use and in storage. Coverage other than Comprehensive or Specified Perils may be suspended by means of END 16 for those vehicles that are temporarily laid up. This endorsement does not suspend coverages that relate to 'driving other vehicles'. The endorsement may be used in respect of most private passenger and commercial-type vehicles. In no event shall a refund be granted for any suspension of less than forty-five (45) consecutive days. Suspended coverages are reinstated by means of END 17.	Clarifies existing rule to indicate that it applies to individually rated commercial policies only.	This will not impact premiums.
	Suspended coverages are reinstated by means of END 17. In no event shall a refund be granted for any suspension of less than forty-five (45) consecutive days.	Note: END 44 may remain on a policy only where 'moving' coverages have been suspended by means of END 16. END 16/17 is not available on experience rated risks.		
	 (b) In the case of an existing policy that includes Comprehensive or Specified Perils coverage, coverages other than Comprehensive or Specified Perils coverage may be deleted. Notes: Neither (a) nor (b) above is applicable for the following: Vehicles for which proof of insurance is issued or filed. 	For Light Commercial vehicles only, in the case of an existing policy that includes Comprehensive or Specified Perils coverage, coverages other than Comprehensive or Specified Perils may be deleted for a maximum of 90 consecutive days. Refer to Rule 201.C.d: Vehicles Insured for Comprehensive or Specified Perils Coverage Only, for conditions. Note: If all coverages except Comprehensive or Specified Perils are deleted entirely, END 44 must be deleted as well.	Revises rule to indicate that coverages can be suspended for a maximum of 90 days.	This may impact premium if suspension is required for a period over 90 days.
 Recreational vehicles to which the Recreational Section applies. Vehicles that were never intended to be driven (e.g. vehicles in a collection). Vehicles for sale whether or not on an auto dealer's lot. Experience rated risks. 	Statutory Minimum coverage is to be maintained at all times on policies where the following conditions exist: • Vehicles for which proof of insurance is issued or filed; • Recreational vehicles to which the Recreational Section applies;	Clarifies rule to indicate under	This has no impact on premium	

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 201.E: Coverages Available and Minimum Deductibles, Minimum Coverage (Continued)		Vehicles that were never intended to be driven (e.g. Vehicles registered as Antique under the Traffic Safety Act); Vehicles held for sale whether or not on an auto dealer's lot; Experience rated risks Definitions: Temporarily: May be defined as 'a limited time only, as distinguished from that which is perpetual or indefinite in duration'. There is an anticipated end point to the vehicle being out of use. Agent/Broker must indicate on the application or policy change request what the anticipated end date is, whether that is 3, 8 or 36 months from the date of the request. Out of use: The vehicle will not be driven either by the Insured or by garage personnel or potential purchasers. In storage: The vehicle is not readily available for use e.g. the plates have been removed, the battery has been removed etc. The Agent/Broker must confirm on the application or policy change request that the vehicle is out of use and in storage.	which conditions suspension of coverage will not be permitted. Revised wording inserted for clarity and consistency across all manuals.	This has no impact on premium.
	 If Liability and Accident Benefits coverages are removed or suspended twice in one year, then removal of those coverages a third time will not be permitted until the following renewal. It is not necessary to remove the licence plate from the vehicle while coverage is removed or suspended. If Liability and Accident Benefits coverages are not added to the vehicle by the renewal date, the vehicle shall be renewed once and then lapsed at the next renewal if there is no other vehicle with Liability and Accident Benefits coverages on the policy. In the case of a new application, a policy may not be issued for Comprehensive or Specified Perils only. 		Wording relocated to proposed Rule 201.C,d)	This has no impact on premium.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 203.A.: Binding Coverage - New Policies, Requirements/ Procedures for Binding New Policies	A. Requirements/Procedures for binding new policies 1) The Agent/Broker must have a fully completed application signed by the registered owner(s) of the vehicle(s) detailing all information on the risk. Supplementary questionnaires, if required, must be completed and signed by the Applicant. If the Servicing Carrier is required to have a driver's permission to obtain a driver record abstract, that written authorization must accompany the application	A. Requirements/Procedures for Binding New Policies 1) The Agent/Broker must have a fully completed application signed by the Named Insured(s) of the vehicle(s) detailing all information on the risk. Supplementary questionnaires, if required, must be completed and signed by the Named Insured(s). If the Servicing Carrier is required to have a driver's permission to obtain a driver record abstract, that written authorization must accompany the application. Refer to Rule 204: New Policies for additional information as to who may enter into a contract of Insurance.	Replaces the term "Applicant" with "Named Insured"	This has no impact on premium.
Rule 204: New Policies		A. Name of the Insured and Who may Apply for Insurance The contract of Insurance may be in the name of: a) An Individual; OR b) Partnership (unincorporated); OR c) Limited Liability Company (incorporated); OR d) Non-governmental organization (incorporated or unincorporated). Insurance contracts must be made with individuals who have the capacity to enter into a contract and have the authority to enter into a contract on behalf of a Partnership, Joint Venture or Limited Liability Company. Upon the Servicing Carriers request, Articles of Incorporation will be required to confirm insurable interest. The Name of Insured must reflect the full name, including all "operating as" and/or "Trade" names of the individual or the business as registered with the appropriate municipal, provincial or federal authority and must be the same as the name on the vehicle registration. Two or More Names as Named Insured:	Relocated from Rule 204, Section F and adds language to clarify who may apply for a contract of Insurance, and who is considered a Named Insured.	This has no impact on premium.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)		Where an application is received for vehicle(s) registered in two or more individual names or a Partnership, the application must be signed by all parties. In the event the policy is to be cancelled at the Insured's request, all parties must request the cancellation.		
		Where an application is received for vehicle(s) registered in two or more limited liability companies, separate polices may be required. Copies of the Articles of Incorporation for all registered entities must be reviewed by the Servicing Carrier to establish common ownership.		
		The Servicing Carrier reserves the right to require separate applications for polices where common ownership cannot be established.		
		Two or more limited liability companies linked by common management will require separate polices if rated individually. Refer to Rule 239: Fleets, if policy is fleet rated.		
		Separate policies may not be required if the policy insures a combination of owned and vehicles subject to a long-term lease (leased over 30 days). The Lessee must be the same individual or entity as the registered owner of any owned vehicles. Refer to Rule 237: Long Term Leases-Specified Lessees - Leases Exceeding 30 Days.		
		Where it is discovered in the middle of the policy term, that a single policy has been issued with two (or more) unrelated individuals or limited liability entities, both signatures shall be required on any subsequent request for cancellation of the policy or deletion of a vehicle or coverage. Separate policies must be issued at the time of next renewal.	Renumbers section and replaces	This has no impact on
	A. Application Form	B. Application Form	the term "Applicant" with	premium.
	Every application for insurance must be made on a current approved Standard Application Form and must be fully completed and signed by the Applicant	Every application for insurance must be made on the current approved Standard Application Form and must be fully completed and signed by the Named	"Named Insured"	

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	where required. See also Rule 204: Computer Generated Application Forms.	Insured(s) where required. See also Rule 204:E. Computer Generated Application Forms.		
(commueu)	Commercial, garage, public, experience rated and some specially rated risks will require completion of supplementary questionnaires.	Commercial, garage, public, experience rated and some specially rated risks will require completion of supplementary questionnaires.		
	A copy of the valid registration for all owned vehicles being insured in this section, regardless of vehicle type or use, will be required with the application. If the valid registration cannot be submitted with the application, a copy of the registration is required within 30 days of binding coverage. • Policy shall be issued with all vehicles at the correct premium • If any registration is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be cancelled by registered letter. • If the missing registration is provided before cancellation takes effect, the policy may be reinstated. • Agent/Broker may submit a new application for vehicles meeting the registration requirement.	A copy of the valid registration for all owned vehicles being insured, regardless of vehicle type or use, will be required with the application. Refer to Rule 200.D for a list of Supplementary Underwriting documents that may be required when binding a new risk.	Refers Users back to Rule 200 for a complete list of supplemen tary info that may be required to underwrite a risk.	This has no impact on premium.
	B. Owners Policy (APP 1) A current approved Standard Application Form (APP 1) is required. The Agent/Broker must indicate the time and date that coverage is bound. C. Faxed Applications Fully completed and signed current approved Standard Application Forms submitted by fax are acceptable in lieu of original applications. Where required, these applications must be accompanied by the appropriate questionnaires or supplements. Where the original application has been submitted without signature, a signed and faxed copy of the application is acceptable to complete the signature requirement. D. Computer Generated Application Forms These application forms are acceptable but must be in the standard format approved by the applicable	C. Owners Policy (APP 1) A current approved Standard Application Form (APP 1) is required. The Agent/Broker must indicate the time and date that coverage is bound. D. Faxed Applications Fully completed and signed current approved Standard Application Forms submitted by fax are acceptable in lieu of original applications. Where required, these applications must be accompanied by the appropriate questionnaires or supplements. Where the original application has been submitted without signature, a signed and faxed copy of the application is acceptable to complete the signature requirement. E. Computer Generated Application Forms	Replaces the term "Applicant" with "Named Insured"	This has no impact on premium.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Policies (Continued)	regulatory authority and must include all information that is required to be provided on the current approved Standard Application Form. The computerized application must be signed and dated by the Applicant. E. Applicant's Signature The Applicant's Signature Shall be provided on the current approved Standard Application Form or the computerized application form at the time of binding whenever possible. If the Applicant's signature cannot be obtained at the time of binding, the Servicing Carrier shall allow the Agent/Broker 30 days to obtain a signature on the original application provided the Agent/Broker assumes responsibility for the full indicated premium. In the meantime, the Agent/Broker must send a copy of the completed but unsigned application to the Servicing Carrier. If a signed copy of the application is not received by the Servicing Carrier within the 30 day time period, the Servicing Carrier shall immediately cancel the policy by registered letter. The Agent/Broker shall be responsible for the full indicated earned premium for the time on risk.	These application forms are acceptable but must be in the standard format approved by the applicable regulatory authority and must include all information that is required to be provided on the current approved Standard Application Form. The computerized application must be signed and dated by the Named Insured(s). F. Named Insured(s) Signature The Named Insured(s) Signature shall be provided on the current approved Standard Application Form or the computerized application form at the time of binding whenever possible. If the Named Insured(s) signature cannot be obtained at the time of binding, the Servicing Carrier shall allow the Agent/Broker 30 days to obtain a signature on the original application provided the Agent/Broker assumes responsibility for the full indicated premium. In the meantime, the Agent/Broker must send a copy of the completed but unsigned application to the Servicing Carrier. If a signed copy of the application is not received by the Servicing Carrier within the 30 day time period, the Servicing Carrier shall immediately cancel the policy by registered letter. The Agent/Broker shall be responsible for the full indicated earned premium for the time on risk. G. No Prior Insurance with Out of Province including U.S. Exposure In the event that Named Insured has no prior insurance with insured vehicles, traveling outside of the province, including into the U.S., supplementary underwriting documents (as outlined under Rule 200.D) required to evaluate out of province exposure, may not be immediately available for review at New Business.	Replaces the term "Applicant" with "Named Insured" Outlines rating action to take place in the event that a Named Insured has no prior insurance and is unable to supply the documenta tion outlined	This has no impact on premium. This will impact premiums of clients with no prior insurance and travel out-of-province, including into the U.S.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	F. Name of the Insured Insurance contracts must be made with individuals who have both the capacity to contract and are legal entities. If the Applicant is not an individual(s), the name(s) appearing on the policy must be that of a legal entity i.e. a limited company or partnership. The name of the Insured must include or be the same as the name on the vehicle registration. Two or More Names as Registered Owner of the Vehicle: Where an application is received for vehicle(s) registered in two names, such as Pat and Drew Doe, the application must be signed by both parties. In the event the policy is to be cancelled at the Insured's request, both signatures are required on the request for cancellation. If the situation is other than the Applicant and spouse, refer to the Servicing Carrier prior to quoting or binding to verify the rating. Two or More Vehicles Registered to Different	Where required supplementary underwriting information is unavailable when binding a new risk, as the Named Insured has not previously traveled outside of the Province or into the U.S., the vehicle(s) shall be underwritten with 75% Out-of-Province exposure. If during the first term of insurance, the Named Insured(s) claim entitlement to a lower Out-of-Province/U.S. Exposure amount and submits the required Supplementary Underwriting Documents as outlined under Rule 200.D to the satisfaction of the Servicing Carrier, the Out-of-Province/U.S. Exposure surcharge shall be adjusted effective the date the documentation was submitted. Backdating any adjustment to the Out-of-Province/U.S. Exposure surcharge is not permitted.	Section removed as wording has been updated for clarity. Refer to Rule 201.A.	
	Names: If the Applicant has vehicles leased from different leasing companies, or, one vehicle registered for			

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	example in the father's name and one in the son's name, separate policies must be maintained. If the Applicant has vehicle(s) leased from the same leasing company and owned vehicle(s), separate policies may not be necessary. Exception: If the vehicles are separately registered to an Applicant and his or her spouse only, they may be insured under the same policy. Both must sign the application and any subsequent request to cancel a policy or delete a vehicle or coverage. Where it is discovered in the middle of the policy term, that a single policy has been issued with two (or more) vehicles, one registered in one name and one in another name, both signatures shall be required on any subsequent request for cancellation of the policy or deletion of a vehicle or coverage. Separate policies must be issued at the time of next renewal.			
	G. Other Insurance If there is any other insurance in force in respect of a risk: a) Binding shall not be made effective before the expiry of that other insurance. b) If that other insurance is to be cancelled, a liability card may not be prepared before the Insurer concerned has issued the notice of cancellation, or the Insured has signed the request for cancellation as the case may be. H. Variation in Coverage To conform to the Insurance Act, the Insured must be advised if the coverage provided by the policy is not as requested in the application.	H. Other Insurance If there is any other insurance in force in respect of a risk: a) Binding shall not be made effective before the expiry of that other insurance. b) If that other insurance is to be cancelled, a liability card may not be prepared before the Insurer concerned has issued the notice of cancellation, or the Insured has signed the request for cancellation as the case may be. I. Variation in Coverage To conform to the Insurance Act, the Named Insured(s) must be advised if the coverage provided by the policy is not as requested in the application. If the information received on supplementary underwriting documents is different from that reported on the application, to the extent that premium or coverage changes, the Servicing Carrier shall issue the policy based on the revised premium and/or coverage in accordance with the Manual of	Clarifies that notice is to be given to the Insured when variation of coverage ore premium occurs.	This has no impact on premium.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	H. Verification of Driving History In order to verify the driving history, the Servicing Carrier is required to obtain the following before confirming the premium: a) Driver record abstract obtained from the appropriate government department in each Canadian and/or U.S. jurisdiction in which the driver has been licensed in the previous three years. Since Facility Association recognizes driving experience gained in the U.S., part of that experience includes convictions obtained there. To properly rate drivers with U.S. experience, the confirmed conviction record provided through a U.S. abstract is needed. If the U.S. abstract is not provided, experience gained in the U.S. is not recognized.	Rules and Rates, and notify the Agent/Broker of the applicable changes. J. Verification of Driving History In order to verify the driving history, the Servicing Carrier is required to obtain the following before confirming the premium: a) Driver record abstract obtained from the appropriate government department in each Canadian or U.S. jurisdiction in which the driver has been licensed in the previous three years. The report date on the Driver Abstract shall not exceed 90 days prior to the effective date of the policy.	Clarifies the oldest date permitted on an MVR for the purposes of verification of driver history and removes repetitive language	This has no impact on premium.
	On experience (fleet) rated risks, the abstract is not required. b) All vehicles shall initially be rated at Driving Record 0 unless the application is accompanied by (or the Servicing Carrier already has) proof of the accident free period and the ownership period required for a better driving record. If the applicant claims entitlement to a driving record better than that permitted by the preceding paragraph and submits details of the previous insurance(s), the Servicing Carrier shall attempt to obtain confirmation of the previous experience. The claimed better driving record shall not be granted unless and until the entitlement is verified, but the re-rating shall then be backdated appropriately. Previous Insurance history is not required for Motorcycle, Moped, Snow Vehicles, Dirt Bikes, All Terrain Vehicles, Antique Vehicles or applicants with	b) All vehicles shall initially be rated at Driving Record 0 unless the application is accompanied by (or the Servicing Carrier already has) proof of the accident free period and the ownership period required for a better driving record. If the Named Insured(s) claims entitlement to a driving record better than that permitted by the preceding paragraph and submits details of the previous insurance(s), the Servicing Carrier shall attempt to obtain confirmation of the previous experience. The claimed better driving record shall not be granted unless and until the entitlement is verified, but the re-rating shall then be backdated appropriately. Previous Insurance history is not required for Motorcycle, Moped, Snow Vehicles, Dirt Bikes, All Terrain Vehicles, Antique Vehicles or Named	Replaces the term "Applicant" with "Named Insured"	This has no impact on premium.

Rule	Current Wording		Approved Wordin	g	Change from Current	Premium impact
Rule 204: New Policies (Continued)	only an international licence. See special under Fleets and the Garage section. See special instructions under Rule 23 If the information received is different reported on the application, to the expremium requires amendment, the poissued at the revised premium and conservicing Carrier shall promptly issue endorsement.	39: Fleets. t from that tent that the blicy shall be verage or the	Insured(s) with only an international special instructions under Fleets and section. See special instructions under Rule 2	the Garage	Relocates paragraph to proposed Rule 204.1, for consistency across all Provinces	This has no impact on premium.
Rule 207.A: Rating Class, Load Classification	A. Load Classification Vehicles with a Gross Vehicle Weight not in excess of 4.5 tonnes (10,000 lbs.) Vehicles with a Gross Vehicle Weight of more than 4.5 tonnes (10,000 lbs.) Road Tractors used to haul trailers	Light (L) Heavy (H) Heavy (H)	A. Load Classification Vehicles with a Curb Weight not in excess of 4,500kg (10,000 lbs.) Vehicles with a Curb Weight of more than 4,500kg (10,000 lbs.) Road Tractors used to haul trailers	Light (L) Heavy (H) Heavy (H)	Updates rule for consistency across all Provinces	This has no impact on premium.
Rule 207.B: Rating Class, Radius	B. Radius Radius means the road distance from the city or town in which the vehicle i Operation within a city or town or wit miles) of the boundaries of a city or tregarded as within a 40 km (25 mile) of 80 km (50 miles) means that the voperated within 80 km (50 miles) of tof the city or town in which it is kept. Note: A vehicle used for more than 12 (6 trips on a six month policy) beyond km (50 miles) is to be rated: Radius 81-160 km (100 miles)	s usually kept. hin 40 km (25 bwn shall be radius. A radius rehicle is being he boundaries 2 trips per year d a radius of 80	the city or town in which the vehicle is usually kept. Operation within a city or town or within 40 km (25 miles) of the boundaries of a city or town shall be regarded as within a 40 km (25 mile) radius. A radius of 80 km (50 miles) means that the vehicle is being operated within 80 km (50 miles) of the boundaries of the city or town in which it is kept. Note: A vehicle used for more than 12 trips per year (6 trips on a six month policy) beyond a radius of 80 km (50 miles) is to be rated:		Updates rule for consistency across all Provinces	This has no impact on premium.

Rule	Current Wording		Approved Wording		Change from Current	Premium impact
Rule 207.B: Rating Class, Radius (Continued)	Radius 401-750km Cla	ass 62 ass 63 ass 64	Radius 81-160 km (100 miles) Radius 161- 400km Radius 401-750km Radius over 750km	Class 61 Class 62 Class 63 Class 64		
	Hazardous Cargo rates are to be used if the ve transporting Dangerous Goods. This rule only a to vehicles hauling cargo for compensation.		Special Increased Limits (for Chemical Pro- Explosives, Petroleum Products, Radioactiv classifications are to be used if the vehicle transporting Dangerous Goods. Refer to It Rate Pages for classification and rates.	ve Materials) is	Update to rule for clarity and consistency across all Provinces	This has no impact on premium.
	For example: A vehicle hauling dangerous good used 13 times a year to haul those goods 100 Class 61B rates are applicable.		For example: A vehicle hauling dangerous used 13 times a year to transport those go a 100 km radius. Class 61B rates are appli	ods within		
	2. For policies issued for less than 6 months, N shall apply if the percentage of mileage used b 80 km (50 miles) for the policy period, exceeds	eyond s 5%.	For policies issued for less than 6 months, Special increased limits (for Chemical Prod Explosives, Petroleum Products, Radioactiv classifications shall apply if the percentage used beyond 80 km (50 miles) for the policexceeds 5%.	ucts, ve Materials) of mileage	Update to rule for clarity and consistency across all	This has no impact on premium.
	Note 2 does not apply if the vehicle is in transifinot being used to transport goods or for the specialized purpose for which it was designed.	t and is	The use of Special increased limits (for Che Products, Explosives, Petroleum Products, Materials) classifications does not apply if is in transit and is not being used to transpor for the specialized purpose for which it designed.	Radioactive the vehicle oort goods	Provinces	
Rule 207.D: Rating Class, Road Tractor Without Trailer	D. Road Tractor Without Trailer When a road tractor is insured, it is presumed will be used with one or more trailers. According the semi-trailer Liability premium must be charteven if no specific trailer is described. Refer to 212: Rating of Trailers.	ngly, rged	D. Road Tractor Without Trailer When a road tractor not used in connection farm is insured, it is presumed that it will be with one or more trailers. Refer to Rule 21 Trailers for rating instructions For tractors used in connection with a Farm Rule 207.H: Farm Trucks.	pe used 2: Rating of	Clarifies this section does not apply to farming operations and refers users to Rule 212 for Trailer rating instruction s.	This has no impact on premium.

Rule	Current Wording	Current Wording Approved Wording		Premium impact
Rule 208: Rating for More Than One Use	If a vehicle is used for more than one purpose, the highest rated class (based on premium) must be used regardless of the percentage of exposure.	If the vehicle is used for more than one commercial purpose, the highest rated class (based on premium) must be used regardless of the percentage of exposure.	Clarifies that this pertains to vehicles used for	This has no impact on premium.
	Since private passenger Classes 01, 02, 03 and 07 exclude commercial use, vehicles used for both private passenger and commercial use must be rated commercially.	Since private passenger Classes 01, 02, 03 and 07 exclude commercial use, vehicles used for both private passenger and commercial use must be rated commercially.	more than one commercial purpose	
	Examples a) The Insured has a mini van used for courier purposes and for pleasure. Rate the vehicle for courier delivery.	Examples: a) The insured has a minivan used for courier purposes and for pleasure. Rate the vehicle for courier delivery.		
	b) The Insured has a light pickup truck. During the day he makes business calls to clients of the company he works for as a salesman. During the night he works for another company delivering pizza. Rate the vehicle for pizza delivery.	b) The insured has a light pickup truck. During the day he makes business calls to clients of the company he works for as a salesman. During the night he works for another company delivering pizza. Rate the vehicle for pizza delivery.		
		c) The Insured owns and operates a courier business with one Straight Truck currently rated for courier services. The Insured successfully bids on a contract to transport radioactive medical isotopes to local hospitals one day per month. Rate the vehicle for the transportation of dangerous goods.	Updates example based on proposed language	This has no impact on premium.
		Slip Tanks <u>not</u> carrying petroleum products are to be rated based on commodity hauled, Class 48 (Dangerous Goods) must not be used.	Updates rule to create consistency	This has no impact on premium.
	Refer to Rule 236 for instructions on how to rate Driver Training Vehicles.	across all Provinces		
		Refer to Rule 238 for instructions on how to rate Short Term Leases.		

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 209: Driving Record	Driving record is the number of years of verified 'Clear Record'. This rule does not apply to coverages that are experience (fleet) rated. All vehicles shall initially be rated at Driving Record 0 unless the application is accompanied by (or the Servicing Carrier already has) proof of the accident free period and the ownership period required for a better driving record. If the Applicant claims entitlement to a driving record better than that permitted by the preceding paragraph and submits details of the previous insurance(s), the Servicing Carrier shall attempt to obtain confirmation of the previous experience. The claimed better driving record shall not be granted unless and until the entitlement is verified, but the re-rating shall then be backdated appropriately.	Driving record for individually rated polices are the number of years of verified 'Clear Record'. This rule does not apply to coverages that are experience (fleet) rated. See special instructions under Rule 239: Fleets. All vehicles shall initially be rated at Driving Record 0 unless the application is accompanied by (or the Servicing Carrier already has) proof of the accident free period and the ownership period required for a better driving record. If the Named Insured(s) claim entitlement to a driving record better than that permitted by the preceding paragraph and submits details of the previous insurance details to the satisfaction of the Servicing Carrier, the re-rating shall then be backdated appropriately.	Updates rule to create consistency across all Provinces.	This has no impact on premium.
	A. Clear Record Through out the period concerned: 1. There has been no accident involving the described vehicle or one for which it has been substituted; and 2. The Applicant has owned the described vehicle or one of a similar type for which it has been substituted. Ownership is established from the date on which the Applicant takes possession of the vehicle. There is no requirement that drivers be accident free on other vehicles; the rating is determined from the vehicle history not the driver's history.	A. Clear Record Through out the period concerned: 1. There has been no accident involving the described vehicle or one for which it has been substituted; and 2. The Named Insured(s) has owned the described vehicle or one of a similar type for which it has been substituted. Ownership is established from the date on which the Applicant takes possession of the vehicle. There is no requirement that drivers be accident free on other vehicles; the rating is determined from the vehicle history not the driver's history.	Replaces the term "Applicant" with "Named Insured"	This has no impact on premium.

Rule	Current Wording		Rule Current Wording Approved Wordi	Approved Wording		Change from Current	Premium impact
Rule 209.B: Driving Record, Driving Record Entitlement	B. Driving Record Entitlement Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement	B. Driving Record Entitlement Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement	Replaces the term "Applicant" with "Named	This has no impact on premium.	
	Less than 1 year At least 1 year At least 2 years At least 3 years	0 1 2 3	Less than 1 year At least 1 year At least 2 years At least 3 years	0 1 2 3	Insured"		
	Notes: 1. The driving record established a coverages concerned. There is no 2. Where an Applicant owns more each vehicle's driving record is est separately. Where an additional veshall develop its own driving record Driving Record 0). Where a vehicle accident charged for on the delete transferred to the remaining vehich highest premium.	applies to all split rating. than one vehicle, ablished ehicle is acquired it d (initially at e is deleted, an d vehicle shall be	Notes: 1. The driving record established a coverages concerned. There is no 2. Where the Named Insured(s) or vehicle, each vehicle's driving record separately. Where an additional veshall develop its own driving record Record 0). Where a vehicle is delecharged for on the deleted vehicle to the remaining vehicle developing premium.	applies to all split rating. wns more than one ord is established ehicle is acquired it d (initially at Driving ted, an accident shall be transferred			
Rule 209.D: Driving Record, Incorrect Class of License	D. Incorrect Class of License Some heavy commercial vehicles of to maintain a specific class of licent operate such vehicles. Where the have the proper class of licence for insured, the policy will be issued a lift evidence of the correct class of provided to the Servicing Carrier with policy will be cancelled by register.	nce in order to operator fails to r the vehicle to be t Driving Record 0. licence is not vithin 30 days, the	(Removed)		Removed Section D. As updated rule proposed under Rule 200.	This will not impact premiums, but may impact coverage offered to Insureds.	
Rule 212.B: Trailers, Rating of Trailers	1. Owned Trailer Liability Charge the indicated percentage o applicable to the highest rated vertrailer may be towed:	f the premium	1. Owned Trailer Liability Liability coverage applicable to ow available to add on a policy. Refer conditions regarding limits available charged on a per-trailer basis. To add liability coverage, charge the percentage of the premium applications and the premium applications.	r to Rule 201.A, for le. Premiums are he indicated able to the highest	Where a policy insures a vehicle and commercial trailer, the change clarifies existing language to indicate that	This may impact some consumers premiums	

Rule	Current Wording		Approved Wording		Change from Current	Premium impact
Rule 212.B:	Trailer Converter Dolly: Non Cargo	Nil	Trailer Converter Dolly: Non Cargo	Nil	liability is	
Trailers, Rating of	Cargo	25%	Cargo	25%	available to	
Trailers	Non-Cargo Trailer	10%	Non-Cargo Trailer	10%	be	
(Continued)	Low-bed Float Trailer	25%	Low-bed Float Trailer	25%	endorsed	
	Cargo Trailer		Cargo Trailer			
	Semi-trailer	10%	Semi-trailer	10%		
	Other	25%	Other	25%		
	Pulling Modular Homes and the like	25%	Pulling Modular Homes and the like	25%		
	2. Non Owned Trailers Liability When a road tractor is insured, it is prewill be used with one or more trailers. the semi-trailer Liability premium that an owned trailer is added to the tractor premium. Apply any outside Alberta ex surcharge to the total Liability premium	Accordingly, is applicable to Liability	2. Non Owned Trailers Liability When a road tractor is insured, it is prewill be used with one or more trailers. coverage applicable to non-owned trail to add on a policy. Refer to Rule 201. A regarding limits available. Premiums a a per-trailer basis, and are applicable to owned trailers that will be attached to tractors. For example, liability coverage is requenon-owned trailers that will be attached There are three (3) road tractors insure	Liability ers is available A, for conditions are charged on to all non- insured road ested on six (6) d as a B-train.		
	Accident Benefits		policy. Liability premiums will apply to owned trailers. To add liability coverage, use the Semi premium that is applicable to an owned table under Rule 212.B.1. Apply any of exposure surcharge to the total Liability.	i-Trailer Liability d trailer per the outside Alberta		
	No charge.		Accident Benefits No charge.		Clorifica	This will
	Physical Damage Charge the premium applicable for the on each trailer as though each trailer we Establish the rate group and premium owned trailer that has the highest value that premium by the number of non-own that may be towed.	vas owned. for the non- e and multiply	Physical Damage Charge the premium applicable for the on each trailer as though each trailer we Establish the rate group and premium owned trailer that has the highest value is assumed to be the current year. Ap Alberta exposure surcharge if required	vas owned. for the non- e; model year ply outside	Clarifies the use of the END 27 and how premiums are to be calculated	This will not impact premiums.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 212.B: Trailers, Rating of Trailers (Continued)	The limit shown on END 27 will be the amount on which the rate group is based. The vehicle type and the Insured's business must be shown under point 2 of the END 27. Apply outside Alberta exposure surcharge if required. NOTE: Since END 27 is a policy level endorsement, a premium must be charged for each non-owned trailer.	If physical damage coverage to non-owned trailers is extended via the END 27, establish the rate group and premium as outlined above and multiply that premium by the number of non-owned trailers that may be in the Applicant's care, custody and control. This premium is the total premium charged under the END 27. The limit shown on END 27 will be the amount on which the rate group is based. The trailer type and the Insured's business must be shown under point 2 of the END 27. NOTE: Since END 27 is a policy level endorsement, the premium charged on a per policy basis.		
Rule 213: Endorsement (Policy Change) Forms and Wordings	Changes to standard approved forms are not permitted. Rule 243: Endorsements Applicable to POL 1 (Owner's Policy) provides certain details and rating instructions for approved endorsement forms. The descriptions are brief and reference must be made to the actual wordings of these forms to ascertain the full provisions and restrictions. Certain endorsement forms require a signature. Where no signature is obtained, the policy may be cancelled in accordance with the Statutory Conditions or the endorsement may be deleted and the policy rerated accordingly.	Changes to standard approved forms are not permitted. Rule 243: Endorsements Applicable to POL 1 (Owner's Policy) provides certain details and rating instructions for approved endorsement forms. The descriptions are brief and reference must be made to the actual wordings of these forms to ascertain the full provisions and restrictions.	Removes 3 rd paragraph, as relocated to Rule 200.	This has no impact on premium.
	If a vehicle is registered in both the husband's name and the wife's name, endorsements that require signature must be signed by both husband and wife. If it is discovered that a policy is covering two vehicles (one registered in the husband's name and one in the wife's name), both signatures shall be required on any endorsements that require signature. Provided the endorsement form does not indicate the	Provided the endorsement form does not indicate the	Removes redundant example.	This has no impact on premium.
	expiry date of the policy term, once an endorsement form has been signed, it need not be signed again on subsequent policy renewal terms.	expiry date of the policy term, once an endorsement form has been signed, it need not be signed again on subsequent policy renewal terms.		

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 214: Commonly Used Endorsements	END 27 – Legal Liability for Damage to Non-Owned Automobiles The Applicant must specify the types of vehicle/trailer that may be in the Applicant's custody and provide the required limit per occurrence. The vehicle type and the Insured's business must be shown under point 2 of the END 27. The premiums to be charged are those applicable to the highest rated vehicle that may be in the Applicant's custody as though the vehicle was an owned vehicle. The rating is based upon the driving record, the type and use of the vehicle/trailer. Non-Owned Trailers Physical Damage Charge the premium applicable for these coverages on each trailer as though each trailer was owned. Establish the rate group and premium for the nonowned trailer that has the highest value and multiply that premium by the number of non-owned trailers that may be towed. The limit shown on END 27 will be the amount on which the rate group is based. Apply outside Alberta exposure surcharge if required.	END 27 – Legal Liability for Damage to Non-Owned Automobiles Not offered except as indicated for commercial non-owned trailers. The Applicant must specify the types of trailer(s) that may be in the Applicant's care, custody and control, and provide the required limit per occurrence. The trailer type and the Insured's business must be shown under point 2 of the END 27. The premiums to be charged are those applicable to the highest rated trailer that may be in the Applicant's care, custody and control as though the trailer was owned. Refer to Rule 212.B.2 for premium computation process.	Clarifies the use of the END 27 and how premiums are to be calculated and removes duplicate language.	No impact on premium.
Rule 228.A: Outside Alberta Exposure, Outside Alberta Exposure Surcharge	Any commercial vehicle that is operated in another Canadian jurisdiction or the U.S. is subject to a surcharge. This surcharge shall apply to all classes of vehicles where proof of insurance is required and/or where the vehicles are used for business, commercial purposes or are carrying passengers. The surcharge does not apply where the vehicle is used for personal use only or artisan use i.e. Class 07 or Class 35 and proof of insurance is not required. The Insured must advise the Agent/Broker the percentage of total mileage that the vehicle will be used outside Alberta and the jurisdiction(s) into which the vehicle is and will be driven. Refer to Rule	A. Outside Alberta Exposure Surcharge Any commercial vehicle that is operated in another Canadian jurisdiction or the U.S. is subject to a surcharge. The surcharge does not apply where the vehicle is used for personal use only or artisan use i.e. Class 07 or Class 35 and proof of insurance is not required. Refer to Rule 200.D for a list of Supplementary Underwriting documents that may be required on vehicles traveling outside of the jurisdiction of registration, including into the U.S.	Refers Users back to Rule 200 for list of documents that may be required when an Insured travels out of Province, how exposure is determined and revised to	This may impact premiums on Insured's who travel less than 5% into the U.S. This may impact premiums on

Rule	Current Wo	ording	Approved Wo	ording	Change from Current	Premium impact
Rule 228.A: Outside Alberta Exposure, Outside Alberta Exposure Surcharge (Continued)	234: Vehicles Used Outside Jur Registration.	isdiction of	The percentage of Out of Proving determined based on the Internal Assessment (IFTA) reports from quarters immediately preceding the policy or endorsement.	national Fuel Tax n the last four (4) g the effective date of	indicate that surcharge will not be waived if exposure is 5% or less.	Insured's who travel less than 5% out of Province.
			If the Named Insured(s) has no to Rule 204.G: No Prior Insura Province including U.S. Exposur	nce with Out-of-		
			If the Named Insured does not please contact your Servicing C documents required to confirm exposure.	arrier for the		
	If this exposure is 5.0% or less surcharge shall be waived unle required by authorities. In this will apply to Liability, Accident only.	ss proof of insurance is case a 5% surcharge	If this exposure is 5.0% or less surcharge will apply to Liability Uninsured Automobile, and ENI	, Accident Benefits,		
	NOTE: Where vehicles are ope Agents/Brokers must ask Insur proof of insurance must be filed amount.	eds whether or not	NOTE: Where vehicles are oper Agents/Brokers must ask Insur proof of insurance must be filed amount. If eligible, U.S. Filings using the minimum FMCSA required type of carriage, commodity transport of the commodity of the commodity transport of the commodity tra	eds whether or not d and, if so, in what s will be completed uired limit based on the	Clarifies that U.S. filings will be completed using the	This will not impact premiums.
	Liability, Accident Benefits,	END 44	Liability, Accident Benefits,	END 44	minimum required	
	For each percentage point of to Canadian jurisdiction or the U.S the applicable premium.		For each percentage point of to Canadian jurisdiction or the U.S applicable premium.		limit.	
	For example:		For example:		Update	This will not impact
	Outside Alberta Exposure	Applicable Surcharge	Outside Alberta Exposure	Applicable Surcharge	example based on	premiums.
	Up to 5% and proof of	5%	Up to 5%	5%	proposed	
	insurance required		10%	10%	rule	
	10%	10%	25%	25%]	
	25%	25%	50%	50%		
	50%	50%				

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 234: Vehicles Used Outside Jurisdiction of Registration	Rule 200: Filed Underwriting Rules requires that the vehicle must be registered in the jurisdiction in which the policy is issued. 'If the vehicle is registered in another jurisdiction in which Facility Association operates, the vehicle may be insured through an Agent/Broker and Servicing Carrier licensed in that jurisdiction.' When an Insured takes up residence in another jurisdiction, the Insured is required to register the vehicle in the new jurisdiction. The existing policy must be cancelled pro rata and new insurance obtained in the new jurisdiction. There are circumstances under which the vehicle may be used for a period of time in another jurisdiction where vehicle registration in that jurisdiction is not required. For example: The Insured resides in Alberta and the vehicle is registered there; however, the Insured will be travelling the Atlantic provinces for the next year.	When a Named Insured takes up permanent residence, or registers the business in another jurisdiction, the Named Insured is required to register the commercial vehicle(s) in the new jurisdiction. The existing policy must be cancelled (pro rata) and new insurance obtained in the new jurisdiction.	Updates rule to create consistency across all Provinces and removes duplicate language addressed in other rules.	This has no impact on premium.
	Regardless of where the vehicle is registered, Facility Association shall not provide insurance for vehicles which are never operated in the jurisdiction in which they were registered. When a vehicle is registered in one jurisdiction but used in another, the following is to be used as a guide for rating purposes. 1. The vehicle must be insured on a policy from the jurisdiction where it is legally registered, even if the vehicle is chiefly used in another jurisdiction. 2. If the vehicle is operated outside Alberta, Alberta rates and a surcharge apply. Refer to Rule 228. 3. The surcharge does not apply where the vehicle is used for artisan use i.e. Class 35 and proof of insurance is not required.	Facility Association shall not provide insurance for vehicles that are never operated in the jurisdiction in which they were registered. When a vehicle is registered in one jurisdiction but garaged or chiefly used in another, the following is to be used as a guide for rating purposes: 1. The vehicle must be insured on a policy from the jurisdiction where it is legally registered, even if the vehicle is chiefly used in another jurisdiction. 2. If it is known in which territory the vehicle is being used and there are FA premiums for that territory, then the appropriate FA premiums for that territory must be used. 3. If the vehicle is operated outside Alberta, including into the U.S., Alberta rates and a surcharge apply.	Updates rule to create consistency across all Provinces and removes duplicate language addressed in other rules.	This has no impact on premium.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 234: Vehicles Used Outside Jurisdiction of Registration (Continued)	 4. If the out of province exposure is 5.0% or less of total mileage, the surcharge shall be waived unless proof of insurance is required by authorities. In this case a 5% surcharge will apply to Liability, Accident Benefits and END 44 only. At the Servicing Carrier's discretion, a copy of fuel tax information, log books and/or other pertinent records may be required to verify mileage and travelled jurisdictions. 5. If the vehicle is being used in the U.S., it must be rated in the territory in which it is registered. For example: The Insured lives in Calgary, is on sabbatical in California and the vehicle is registered in Alberta. Calgary rates apply. 6. If the vehicle is used in different territories, within the same jurisdiction, refer to Rule 206: Rating Territory. 	Refer to Rule 228: Outside Alberta Exposure to determine the surcharges applicable.		



April 2020

Manual of Rules and Rates ALBERTA

Various Rule Changes Effective August 1, 2020 (New Business & Renewals)

Facility Association has received approval from the Superintendent of Insurance in Alberta effective April 1, 2020 (New Business and Renewals) for amendments to rules in various section of the manual.

A summary of rule changes are attached. All rule changes are marked with a bar in the margin.

The Facility Association website <u>www.facilityassociation.com</u> has been updated with this information.

This bulletin is being distributed by Servicing Carriers, to whom all enquiries should be addressed.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
PRIVATE PASSI	ENGER SECTION			
100.B Rule for Refusing to Provide or Continue a Coverage are:	1. Physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed	Optional physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
	to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Wilfully made a false statement in respect of a claim.	to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim.		
		* Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.		
	2. Physical damage coverage should not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter in accordance with the Adverse Contractual Action Regulation.	2. Physical damage coverage should not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter in accordance with the Adverse Contractual Action Regulation.		
	NOTE: No policy shall be written for vehicles branded 'nonrepairable'.	NOTE: No policy shall be written for vehicles branded 'nonrepairable'.		
	3. Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided.	3. Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided.		

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage. * Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.			
Proof of Insurance Where Notice of Cancellation or Deletion is Required	The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.	 The Agent/Broker is authorized the verification of insurance of the Servicing Carrier. Verification must be produced on a Described Automod Should verification be reall below. Copies of all written verinsurance issued by the Agent/Broker shall be softed the Servicing Carrier with business day for accepted documentation. The Servicing Carrier is responsible for ensuring written verification of in issued by the Agent/Broker acceptable and reflects the policy. The Servicing promptly reissue any written verification originally issue Agent/Broker, where incoverage differs from the 	on behalf of complete proof of insurance requests within stated guidelines rification of submitted to thin one (1) ance and ultimately of that all insurance oker is the limits of ing Carrier will ritten sued by the dicated	This does not impact premiums.
	 The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority. NOTE: Where vehicles are operated in the U.S., Agents/Brokers must ask Insureds whether or not proof of insurance must be filed and, if so, in 	 The Servicing Carrier is responsil completion of any forms not app Superintendent, Out-of-Province Other filings. The Agent/Broker must the Servicing Carrier if vinsurance (e.g. a financ responsibility certificate issued or filed with a Lo Provincial, Federal or U. Where vehicles are oper 	specify to verification of cial e) must be ocal, .S. authority.	

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	what amount.	U.S., Agents/Brokers must confirm with Insured's if verification of insurance is to be filed and, if so, in what amount.		·
	 Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles - unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier. 	 If verification of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records. Verification of insurance must only be issued on a 'Described Automobile' basis. Verification of insurance may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier. 		
	 5. Parties cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee. 6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office. 	 5. Parties requiring proof cannot be added as additional named Insureds on the policy. The verification of insurance issued confirms to the Party that the vehicle is insured. This is the full extent of the guarantee. 6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office. 		
COMMERCIAL S				
200: A The Insurer's rules	NEW	10. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern	Expands the existing rules for declining	This does not impact premiums.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
for declining to issue, terminating or refusing to renew a contract are:		for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police. NOTE: Private Passenger vehicles, which include business use even when listed on a commercial/fleet policy, and vehicles used in farming operations that weigh less than 4,500kg are not eligible to be declined, terminated or refuse to renew.	to issue, terminating or refusing to renew a contract to include when abusive or threatening behaviour has occurred.	
200.B Rule for Refusing to Provide or Continue a Coverage are:	1. Physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Wilfully made a false statement in respect of a claim.	1. Optional physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation.	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
	2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter.	2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter.		

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	NOTE: No policy shall be written for vehicles branded 'nonrepairable'	NOTE: No policy shall be written for vehicles branded 'nonrepairable'		
	3. Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided.	3. Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided.		
	The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage.			
	* Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.			
207 Rating Class Table: Lumber Carriers, On-Premises Only	NEW	Lumber Carriers, on premises only –see On- Premises Trucks (unlicensed)	Clarifies method of rating based on existing rating methodology	There is no impact on premium.
207 Rating Class Table: Lumber Carriers, On-Premises Only, Ross Carrier Type	NEW	Lumber Carriers, on-premises only (unlicensed), Ross Carrier Type - Class 54. Multiply the premium that would otherwise apply by the factor on the Special Rating factor page. Use Rating Group Table III to determine rate group.	Clarifies method of rating based on existing rating methodology	There is no impact on premium.
218.A Renewals	NEW	NOTE: a.Any risk where abusive or threatening behaviour of the Insured / Applicant / Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police shall be non-renewed. b. Private Passenger vehicles, which include	Adds note for refusing to renew a contract when abusive or threatening behaviour has occurred.	This does not impact premiums.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
		business use even when listed on a commercial/fleet policy, and vehicles used in farming operations that weigh less than 4,500kg are not eligible to be declined, terminated or refuse to renew.		
Proof of Insurance Where Notice of Cancellation or Deletion is Required	The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.	1. The Agent/Broker is authorized to provide written verification of insurance on behalf of the Servicing Carrier. a. Verification must be provided only on a Described Automobiles basis. Should verification be required on a Blanket Basis, refer to Item #4 below. b. Copies of all written verification of insurance issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation. c. The Servicing Carrier is ultimately responsible for ensuring that all written verification of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any written verification originally issued by the Agent/Broker, where indicated coverage differs from the policy.	Allows Agents /Brokers to complete proof of insurance requests within stated guidelines	This does not impact premiums.
	 The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority. NOTE: Where vehicles are operated in the U.S., Agents/Brokers must ask Insureds whether or not proof of insurance must be filed and, if so, in what amount. 	 The Servicing Carrier is responsible for the completion of any forms not approved by the Superintendent, Out-of-Province, U.S. or Other filings. The Agent/Broker must specify to the Servicing Carrier if verification of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority. Where vehicles are operated in the U.S., Agents/Brokers must confirm with Insured's if verification of insurance is to be filed and, if so, in 		

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
		what amount.		
	Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records.	If verification of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.		
	4. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles - unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier.	4. Verification of insurance must only be issued on a 'Described Automobile' basis. Verification of insurance may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.		
	5. Parties cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.	5. Parties requiring proof cannot be added as additional named Insureds on the policy. The verification of insurance issued confirms to the Party that the vehicle is insured. This is the full extent of the guarantee.		
	6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.	6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.		
PUBLIC SECTION	ON			
300: A The Insurer's rules for declining to issue, terminating or refusing to renew a contract are:	NEW	10. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police. NOTE: Private Passenger vehicles, which include	Expands the existing rules for declining to issue, terminating or refusing to renew a contract to	This does not impact premiums.

Rule for Refusing to Provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: I) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto: or iii) Whighly made a false statement in respect of a claim. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation. 2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter. NOTE: No policy shall be written for vehicles be provided where an Applicant or any person who is a regular or frequent operator of the who is a regular or frequent operator of the who is a regular or frequent operator of the who is a regular or frequent operator of the who is a regular or frequent operator of the who is a regular or frequent operator of the who is a regular or frequent operator of the who is a regular or frequent operator of the who is a regular or frequent operator of the wholes, within the immediately preceding thirty six months: a) When making a previous application for automobile to be insured to the provided to the Insurer; or or c) b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto: or d) Willifully made a false statement in respect of a claim. * Misrepresentation or has had a claim denied for material misrepresentation. 2. Physical damage coverage	Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
Rule for Refusing to Provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: I) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or falled to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iii) Whifully made a false statement in respect of a claim. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation. 2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter. NOTE: No policy shall be written for vehicles			commercial/fleet policy, and vehicles used in farming operations that weigh less than 4,500kg are not eligible to be declined, terminated or	abusive or threatening behaviour has	
either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. 2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter. NOTE: No policy shall be written for vehicles either had a policy cancelled by registered letter for material misrepresentation. 2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter. NOTE: No policy shall be written for vehicles	Rule for Refusing to Provide or Continue	provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Wilfully made a false statement in	be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim.	requirement for Servicing Carrier to refer these type of risk to FA prior to declining	
Statiass Notificialists		provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter.	either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. 2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter.		

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage. * Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.	used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided.		
316.A Renewals	NEW	NOTE: a.Any risk where abusive or threatening behaviour of the Insured / Applicant / Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police shall be non-renewed. b. Private Passenger vehicles, which include business use even when listed on a commercial/fleet policy, and vehicles used in farming operations that weigh less than 4,500kg are not eligible to be declined, terminated or refuse to renew.	Adds note for refusing to renew a contract when abusive or threatening behaviour has occurred.	This does not impact premiums.
Proof of Insurance Where Notice of Cancellation or Deletion is Required	The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.	1. The Agent/Broker is authorized to provide written verification of insurance on behalf of the Servicing Carrier. a. Verification must be provided only on a Described Automobiles basis. Should verification be required on a Blanket Basis, refer to Item #4 below. b. Copies of all written verification of insurance issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation. c. The Servicing Carrier is ultimately responsible for ensuring that all	Allows Agents /Brokers to complete proof of insurance requests within stated guidelines	This does not impact premiums.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
		written verification of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any written verification originally issued by the Agent/Broker, where indicated coverage differs from the policy.		
	 The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority. NOTE: Where vehicles are operated in the U.S., Agents/Brokers must ask Insureds whether or not proof of insurance must be filed and, if so, in what amount. 	2. The Servicing Carrier is responsible for the completion of any forms not approved by the Superintendent, Out-of-Province, U.S. or Other filings. a. The Agent/Broker must specify to the Servicing Carrier if verification of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority. b. Where vehicles are operated in the U.S., Agents/Brokers must confirm with Insured's if verification of insurance is to be filed and, if so, in what amount.		
	3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records.	If verification of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.		
	4. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles - unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier.	4. Verification of insurance must only be issued on a 'Described Automobile' basis. Verification of insurance may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.		
	5. Parties cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the	Parties requiring proof cannot be added as additional named Insureds on the policy. The verification of insurance issued confirms to		

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	party that the vehicle is insured. This is the full extent of the guarantee. 6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.	the Party that the vehicle is insured. This is the full extent of the guarantee. 6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.		
RECREATIONAL	SECTION			
400: A The Insurer's rules for declining to issue, terminating or refusing to renew a contract are:	NEW	10. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police. NOTE: Private Passenger vehicles, which include business use even when listed on a commercial/fleet policy, and vehicles used in farming operations that weigh less than 4,500kg are not eligible to be declined, terminated or refuse to renew.	Expands the existing rules for declining to issue, terminating or refusing to renew a contract to include when abusive or threatening behaviour has occurred.	This does not impact premiums.
400.B Rule for Refusing to Provide or Continue a Coverage are:	1. Physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an	1. Optional physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	insurance contract or been convicted of fraud in relation thereto; or iv) Wilfully made a false statement in respect of a claim.	insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim.		
		* Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.		
	2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter.	2. Physical damage coverage shall not be provided where an application for a salvage motor vehicle is submitted without a subsisting salvage motor vehicle inspection. Where the inspection is not completed and provided within 30 days from the effective date, the policy shall be cancelled by registered letter.		
	NOTE: No policy shall be written for vehicles branded 'nonrepairable'	NOTE: No policy shall be written for vehicles branded 'nonrepairable'		
	3. Where a vehicle is licensed for road use or off road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided.	3. Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided.		
	The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage.			
	* Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.			
417.A	NEW	NOTE:	Adds note for	This does not
Renewals		a.Any risk where abusive or threatening behaviour of the Insured / Applicant / Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf	refusing to renew a contract when abusive or threatening	impact premiums.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
		of either and circumstances have been reported to police shall be non-renewed. b. Private Passenger vehicles, which include business use even when listed on a commercial/fleet policy, and vehicles used in farming operations that weigh less than 4,500kg are not eligible to be declined, terminated or	behaviour has occurred.	
Proof of Insurance Where Notice of Cancellation or Deletion is Required	The Servicing Carrier must make all fillings. The Agent/Broker is not permitted to do so.	refuse to renew. 1. The Agent/Broker is authorized to provide written verification of insurance on behalf of the Servicing Carrier. a. Verification must be provided only on a Described Automobiles basis. Should verification be required on a Blanket Basis, refer to Item #4 below. b. Copies of all written verification of insurance issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation. c. The Servicing Carrier is ultimately responsible for ensuring that all written verification of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any written verification originally issued by the Agent/Broker, where indicated coverage differs from the policy.	Allows Agents /Brokers to complete proof of insurance requests within stated guidelines	This does not impact premiums.
	 The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority. NOTE: Where vehicles are operated in the U.S., Agents/Brokers must ask Insureds whether or not proof of insurance must be filed and, if so, in what amount. 	 The Servicing Carrier is responsible for the completion of any forms not approved by the Superintendent, Out-of-Province, U.S. or Other filings. The Agent/Broker must specify to the Servicing Carrier if verification of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority. Where vehicles are operated in the 		

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
		U.S., Agents/Brokers must confirm with Insured's if verification of insurance is to be filed and, if so, in what amount.		
	Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records.	3. If verification of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.		
	4. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles - unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier.	4. Verification of insurance must only be issued on a 'Described Automobile' basis. Verification of insurance may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.		
	5. Parties cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.	5. Parties requiring proof cannot be added as additional named Insureds on the policy. The verification of insurance issued confirms to the Party that the vehicle is insured. This is the full extent of the guarantee.		
	6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.	6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.		
GARAGE SECTI	ON		l	
600.B Underwriting Rules: Facility Association's rules	NEW	10. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either	Expands the existing rules for declining to issue, terminating or	This does not impact premiums.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
for declining to issue, terminating or refusing to renew a POL 4 (Garage Automobile Policy) contract:		and circumstances have been reported to police. NOTE: Private Passenger vehicles, which include business use even when listed on a commercial/fleet policy, and vehicles used in farming operations that weigh less than 4,500kg are not eligible to be declined, terminated or refuse to renew.	refusing to renew a contract to include when abusive or threatening behaviour has occurred.	
600.B Underwriting Rules: Facility Association's rules for refusing to provide or continue a coverage on a POL 4 (Garage Automobile Policy) contract:	 Owned automobiles are branded as 'salvage' or are in pieces. Within the preceding thirty six months, the Applicant, owner or proprietor: knowingly misrepresented or failed to disclose in an application any fact to be stated therein resulting in a policy being cancelled by registered letter for material misrepresentation or a claim being denied for material misprepresentation.	1. Owned automobiles are branded as 'salvage' or are in pieces. 2. Within the preceding thirty six months, the Applicant, owner or proprietor: a) knowingly misrepresented or failed to disclose in an application any fact to be stated therein resulting in a policy being cancelled by registered letter for material misrepresentation or a claim being denied for material misprepresentation. OR b) wilfully made a false statement in respect of a claim. OR c) contravened a term of an insurance contract or been convicted of fraud in relation thereto. OR d) when making a previous application for automobile insurance, gave false particulars of a risk to be insured to the prejudice of the Insurer.	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
608.A Proof of Insurance Where Notice of Cancellation or Deletion is Required: General	The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.	The Agent/Broker is authorized to provide written verification of insurance on behalf of the Servicing Carrier. Verification must be provided only on a Described Automobiles and/or	Allows Agents /Brokers to complete proof of insurance requests within stated	This does not impact premiums.

		Change from Current	Premium Impact
2. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority. Where vehicles are operated in the U.S., Insureds must be asked whether or not proof of insurance must be filed and, if so, in what amount.	Described Location basis. Should verification be required on a Blanket Basis, refer to Item #4 below. b. Copies of all written verification of insurance issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation. c. The Servicing Carrier is ultimately responsible for ensuring that all written verification of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any written verification originally issued by the Agent/Broker, where indicated coverage differs from the policy. The Servicing Carrier is responsible for the completion of any forms not approved by the Superintendent, Out-of-Province, U.S. or Other fillings. a. The Agent/Broker must specify to the Servicing Carrier if verification of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority. b. Where vehicles are operated in the U.S., Agents/Brokers must confirm with Insured's if verification of insurance is to be filed and, if so, in what amount.		

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.	If verification of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.		
	4. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles – unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier.	4. Verification of insurance must only be issued on a 'Described Automobile' and/or 'Described Location' basis. Verification of insurance may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles or garage locations), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.		
	5. Parties cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.	5. Parties requiring proof cannot be added as additional named Insureds on the policy. The verification of insurance issued confirms to the Party that the vehicle is insured. This is the full extent of the guarantee.		
	6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Central Office.	6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.		
611.A Renewals: Renewal Processing	NOTE: Renewals shall only be offered for annual terms.	NOTE: a. Renewals shall only be offered for annual terms. b. Any risk where abusive or threatening behaviour of the Insured / Applicant / Driver within the previous 3 years has created a safety	Adds note for refusing to renew a contract when abusive or threatening behaviour has	This does not impact premiums.

Rule	Current Wording	Current Wording Proposed Wording			
		concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police shall be non-renewed. c. Private Passenger vehicles, which include business use even when listed on a commercial/fleet policy, and vehicles used in farming operations that weigh less than 4,500kg are not eligible to be declined, terminated or refuse to renew.	occurred.		
DRIVERS POLI	CY SECTION				
701.A The Insurer's rules for declining to issue, terminating or refusing to renew a contract are:	NEW	9. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police.	Expands the existing rules for declining to issue, terminating or refusing to renew a contract to include when abusive or threatening behaviour has occurred.	This does not impact premiums.	
701.B.1 Rule for Refusing to Provide or Continue a Coverage are:	1. Physical damage coverage shall not be provided where the Applicant, within the immediately preceding thirty six months, has: i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented*or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto;	1. Optional physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto;	Removes the requirement for Servicing Carriers to refer these types of risk to FA prior to declining coverage.	This does not impact premiums.	

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	iv) Wilfully made a false statement in respect of a claim. 2. Where a non-owned vehicle is licensed for road use and is used on roads as well as used for race or speed tests, physical damage coverage shall not be provided. The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage. * Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.	or d) Willfully made a false statement in respect of a claim. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. 2. Where a non-owned vehicle is licensed for road use and is used on roads as well as used for race or speed tests, physical damage coverage shall not be provided.		
717.A Renewals	NEW	NOTE: Any risk where abusive or threatening behaviour of the Insured / Applicant / Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police shall be non-renewed.	Adds note for refusing to renew a contract when abusive or threatening behaviour has occurred.	This does not impact premiums.
725 Proof of Insurance Where Notice of Cancellation or Deletion is Required	The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority.	 The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. Authority. NOTE: Where vehicles are operated in the U.S., Agents/Brokers must ask Insureds whether or not proof of insurance must be filed and, if so, in what amount. 	Creates consistent wording across all jurisdictions.	No impact on premiums.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
	3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records.	Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.		
	4. The certificate showing proof of insurance guarantees that the driver is insured. This is the full extent of the guarantee.	4. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the Party that the driver is insured. This is the full extent of the guarantee.		
	5. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.	5. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.		
NON OWNED A	UTOMOBILE SECTION			
POL 6 – Non- Owned Automobile Policy Overview	A Non-Owned Automobile Liability Policy indemnifies the named Insured against legal liability for bodily injury and property damage that arises from the use or operation of non-owned automobiles by others.	A Non-Owned Automobile Liability Policy indemnifies the named I nsured against legal liability for bodily injury and property damage that arises from the use or operation of non-owned automobiles by others. The purpose of POL 6 (Non-Owned Automobile Policy) is to provide coverage that is excess of any policy specifically insuring the automobile concerned.	Clarifies that coverage is provided on an excess basis.	No impact on premiums.
		Insureds (individuals or companies) wishing to purchase this policy instead of the coverage available through a car rental company should be advised that Facility Association does not offer primary coverage through non-owned policies.		
801.A The Insurer's rules for declining to issue, terminating or refusing to	NEW	8. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police.	Expands the existing rules for declining to issue, terminating or refusing to	This does not impact premiums.

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
renew a contract are:			renew a contract to include when abusive or threatening behaviour has occurred.	
801.B Rules for refusing to provide or continue a coverage are:	1. Physical damage coverage shall not be provided as a coverage extension to non-owned vehicles where the Applicant has, within the immediately preceding thirty six months: i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Wilfully made a false statement in respect of a claim. 2. Where a non-owned vehicle is licensed for road use and is used on roads as well as for race or speed tests, physical damage coverage shall not be provided. The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage. * Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim	 Optional physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty-six months: When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the insurer; Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; Willfully made a false statement in respect of a claim. Where a non-owned vehicle is licensed for road use and is used on roads as well as for race or speed tests, physical damage coverage shall not be provided. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim 	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
816.A	denied for material misrepresentation. NEW	denied for material misrepresentation. NOTE: Any risk where abusive or threatening	Adds note for	This does not
010.A	INLVV	behaviour of the Insured / Applicant / Driver	refusing to	impact

Rule	Current Wording	Proposed Wording	Change from Current	Premium Impact
Renewals		within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police shall be non-renewed.	renew a contract when abusive or threatening behaviour has occurred.	premiums.



April 2020

Manual of Rules and Rates ALBERTA

Private Passenger Rule Changes Effective April 1, 2020 (New Business) and June 1, 2020 (Renewals)

Facility Association has received approval from the Superintendent of Insurance in Alberta effective April 1, 2020 (New Business) and June 1, 2020 (Renewals) for amendments to rules in the Private Passenger section of the manual.

A summary of rule changes are attached. All rule changes are marked with a bar in the margin.

The Facility Association website <u>www.facilityassociation.com</u> has been updated with this information.

This bulletin is being distributed by Servicing Carriers, to whom all enquiries should be addressed.

Proposed Wording

Change

Premium

Current Wording

Rule

Kule			irrent wor	unig			FIO	Joseu Woi	unig	from Current	impact
PRIVATE PASS	SENGER S	SECTION	J								
Rule 101.C: Coverages Available and Minimum Deductibles, Physical Damage	NOTE: For risks with claims, refer to the following chart. Where a risk is eligible for one deductible based on rate group/vehicle and another based on claims, the higher deductible					NOTE: For risks with claims, refer to the following chart. Where a risk is eligible for one deductible based on rate group/vehicle and another based on claims, the higher deductible applies.				Clarifies that increased deductibles based on prior loss	This may impact premiums.
	Insura covera Collisi Specif In prior 12 months	36 months	nder each ls, hensive, In prior 60 months (fire and/or total theft)	Deductible amount applicable to the coverage under which the claims were made*		Insurand coverag Collisio Specifie assigned	of Automore claims up the (All Peril n, Comprest d Perils), for a Principal of nal Operator In prior 36 months	nder each s, nensive, or the or In prior 60 months (fire and/or	Deductible amount applicable to the coverage under which the claims were made**	history are applicable to an operator for whom a premium is charged.	
	-	3	-	\$1,000		2		total theft)	¢2.500		
	-	4	-	\$2,500		3	-	2	\$2,500	_	
	-	5 or	-	5% of LPN (minimum		-	3	-	\$1,000		
		more		\$5,000)		-	4	-	\$2,500	_	
			3 or	No coverage		-	5 or	-	5% of LPN (minimum		
			more				more	_	\$5,000)		
	shall be as coverage i Higher dec have been given coverage. For examp Comprehe result in the Comprehe sustained	signed to to the control of the cont	curred under the appropriation or Compressional only be the number of a such a single the present of a \$2,5 Only if the sion losses a single the single	imposed when there claims under any application.	onl ow to: **(sha co\ Hig ha\ giv	y applica nership c an Opera Claims th all be ass verage i.e gher dedu ve been a en cover	Deductible ble to according operation for what have or igned to the Collision actibles sharp age to war as a drive. A drive	ident/claims on of an autom a premi ccurred und ne approprior or Compresall only be in the number of trant such a rassigned and of an assigned and of an	No coverage ior loss history are sarising from the comobile attributable um is charged. er All Perils coverage atte section of the hensive. mposed when there claims under any		

Rule	Current Wording	Proposed Wording	Change from Current	Premium impact
		in the previous 12 months will result in the application of a \$2,500 deductible on Comprehensive only. Only if the Insured has sustained three Collision losses as well, would \$2,500 deductible be applied to the Collision coverage.		
Rule 113.C: Driving Record Entitlement, Admission to Driving Record 5	The assignment of Driving Record 5 is permissible only if it can definitely be verified - from the Servicing Carrier's own files and/or by confirmation from previous Insurers that the following requirements are met:	The assignment of Driving Record 5 is permissible only if it can definitely be verified - from the Servicing Carrier's own files and/or by confirmation from previous Insurers that the following requirements are met:	Clarifies that the criteria to qualify for DR 5, with respect to accident	This may impact premiums.
	Every driver in the household (except as provided in the notes below) has: a) Continuously held a valid operator's licence with no suspensions as described in Rule 113: Clear Record in Canada or the U.S. for the past five years; and b) Not been involved in an at fault accident during the past five years (there must be a five year clear record for both Liability and Collision); and c) Not had during the past three years a serious or major conviction nor more than two minor convictions OR d) Applicable in Alberta, not had during the past three years a Criminal Code Conviction, a Serious Traffic Safety Conviction or more than two Traffic Safety Convictions.	Every driver in the household (except where indicated below) has: a) Continuously held a valid operator's licence with no suspensions as described in Rule 113: Clear Record in Canada or the U.S. for the past five years; and b) The Principal or Occasional (class 05 or 06) Operator has not been involved in an at fault accident during the past five years (there must be a five year clear record for both Liability and Collision); and c) The Principal or Occasional (class 05 or 06) Operator has not had during the past three years a serious or major conviction nor more than two minor convictions OR d) Applicable in Alberta, The Principal or Occasional (class 05 or 06) Operator has not had during the past three years a Criminal Code Conviction, a Serious Traffic Safety Conviction or more than two Traffic Safety Convictions.	accident and conviction history is applicable to the Principal or Occasional (class 05/06) Operator only.	

Rule	Current Wording	Proposed Wording	Change from Current	Premium impact
Rule 136.A: Accident and Conviction Surcharges, Accidents	Accident surcharges are assessed in accordance with the surcharge schedule for chargeable accidents that occurred during the 36 months immediately preceding the effective date of the commencement of the period of insurance.	Accident surcharges are assessed in accordance with the surcharge schedule for chargeable accidents that occurred during the 36 months immediately preceding the effective date of the commencement of the period of insurance.	Clarifies existing wording and updates examples	This may impact premiums.
	1. At New Business:	At New Business: Only accidents arising from the ownership or operation of an automobile attributable to an operator from whom a premium is charged may be used.	to indicate that only accidents arising from the	
	No accident shall be used more than once in determining the surcharges for vehicles insured through FA by the same Servicing Carrier, whether or not on the same policy.	No accident shall be used more than once in determining the surcharges for vehicles insured through FA by the same Servicing Carrier, whether or not on the same policy.	ownership or operation of an automobile applicable	
	As long as there is a Class 05 or Class 06 premium charged on the policy, accidents relating to Class 05 or Class 06 drivers shall only be used to calculate surcharges on the Class 06 or Class 05 premium. The Class 05 or Class 06 premium develops its own surcharge independent of the underlying class.	As long as there is a Class 05 or Class 06 premium charged on the policy, accidents relating to the Class 05 or Class 06 driver shall only be used to calculate surcharges on the Class 06 or Class 05 premium. The Class 05 or Class 06 premium develops its own surcharge independent of the underlying class.	to which a premium has been charged may be used.	
	Accidents arising from the ownership of any vehicle other than the described vehicle are not to be considered.	Accidents arising from the ownership of any vehicle other than the described vehicle are not to be considered.		
	For example: The Insured owns a business in which three vehicles are driven by employees. Two of the vehicles are insured in the voluntary market; the other is insured through FA. There have been two accidents on each of the vehicles in the voluntary market none of which arose from the use or operation of the vehicle by the Insured himself. There have been three accidents on the vehicle insured through FA. The accidents that occurred on the vehicles insured in the voluntary market are not used to calculate the accident surcharge on the vehicle insured through FA, as long as they are rated under another inforce automobile policy.	For example: The Insured owns a business in which three vehicles are driven by three individual employees. Two of the vehicles and drivers are insured in the voluntary market; the remaining vehicle and driver is insured through FA. There have been two accidents on each of the vehicles in the voluntary market none of which arose from the use or operation of the vehicle by the vehicle and driver insured through FA. There have been three accidents incurred by the driver insured through FA. The accidents that occurred on the vehicles insured in the voluntary market are not used to calculate the accident surcharge on the vehicle insured through FA.		

Rule	Current Wording	Proposed Wording	Change from Current	Premium impact
	Where the term 'described vehicle' is used, it includes a vehicle substituted for it.	Where the term 'described vehicle' is used, it includes a vehicle substituted for it.		
	Accidents arising out of the use or operation of other vehicles for which another listed driver is responsible shall not be considered if the other listed driver is being charged with the accident as the principal operator of another vehicle.	Accidents arising out of the use or operation of other vehicles for which another listed driver is responsible shall not be considered for rating or surcharge purposes.		
	a) One vehicle on the policy Consider accidents that involved the described vehicle and accidents arising out of the use or operation of any other vehicle by the Applicant or any other listed operator (excluding any other listed operator currently being charged with the accident as principal operator of another vehicle).	a) One vehicle on the policy Consider accidents that involved the described vehicle and accidents that involved the Principal or Occasional (class 05 or 06) Operator.		
	For example: Husband has had 1 at fault accident on the described vehicle and 1 accident on the neighbour's car. Wife had 1 at fault accident on her own vehicle insured elsewhere but has now sold that vehicle. All accidents shall be allocated to the described vehicle and a surcharge shall be applied.	For Example: Husband has had 1 at fault accident on the described vehicle and 1 accident on the neighbour's car. Wife had 1 at fault accident on her own vehicle insured elsewhere but has now sold that vehicle. Only the accidents incurred by the husband shall be allocated to the described vehicle and a surcharge shall be applied.		
	b) One driver and two or more vehicles Accidents that involve one of the described vehicles shall be assigned to that vehicle. Accidents arising out of the use or operation of any other vehicle by the Applicant or any other listed operator (excluding any other listed operator currently being charged with the accident as principal operator of another vehicle) shall be assigned to the vehicle that produces the highest premium before the application of any accident or conviction surcharge.	b) One driver and two or more vehicles Accidents that involve one of the described vehicles shall be assigned to that vehicle. Accidents arising out of the use or operation of any other vehicle by the Principal or Occasional (Class 05 or 06) Operator shall be assigned to the vehicle that produces the highest premium before the application of any accident or conviction surcharge.		
	For example: Two vehicles on the policy, husband is the only operator. There has been one accident on Vehicle 1 and one accident on Vehicle 2. Applicant also had two accidents on his company vehicle insured elsewhere. The premium for Vehicle 2 is higher than the premium for Vehicle 1. As the	For Example: Two vehicles on the policy, Applicant is the only operator. There has been one accident on Vehicle 1 and one accident on Vehicle 2. Applicant also had two accidents on his company vehicle insured elsewhere. The premium for Vehicle 2 is higher than the premium for Vehicle 1. As the		

Rule	Current Wording	Proposed Wording	Change from Current	Premium impact
	applicant is principal operator of both vehicles, the claims are rated on the vehicle on which they occurred. A surcharge applies to Vehicle 2 as a result of the two accidents on the company car and the one accident that occurred on Vehicle 2.	Applicant is principal operator of both vehicles, the claims are rated on the vehicle on which they occurred. A surcharge applies to Vehicle 2 as a result of the two accidents on the company car and the one accident that occurred on Vehicle 2.		
	c) Two or more drivers and two or more vehicles Each driver is to be assigned as principal operator on the vehicle he/she most frequently drives. Accidents that the principal operator had on any vehicle are to be considered. Accidents that occurred on the assigned (described) vehicle that cannot be assigned to the principal operator of another vehicle on the policy are to be considered. Accidents that arose from the use or operation of any other vehicle by any other listed driver who has not been charged with the accident as a principal operator of another vehicle, shall be allocated to the vehicle which develops the highest premium before the application of any accident or conviction surcharges.	c) Two or more drivers and two or more vehicles Each driver is to be assigned as principal operator on the vehicle they most frequently drive. Accidents that the Principal Operator or Occasional (Class 05 or 06) Operator had on any vehicle are to be considered. Accidents that occurred on the assigned described vehicle that cannot be assigned to the principal operator of another vehicle on the policy are to be considered. Accidents that arose from the use or operation of any other vehicle by any other listed driver who has not been charged with the accident as a principal operator of another vehicle, shall not be considered towards the application of any accident or conviction surcharges.		
	For example: Applicant is principal operator of Vehicle 1 and has had one accident on Vehicle 1, two accidents on Vehicle 2 and 1 accident on his company car. Spouse is principal operator of Vehicle 2 and has had no accidents. The daughter has had one accident on Vehicle 2. The Applicant's four accidents will be rated against Vehicle 1. The daughter's accident is rated on Vehicle 2. A surcharge for the Applicant's four accidents applies to Vehicle 1 as the Applicant is principal operator of Vehicle 1.	For Example: Applicant is Principal Operator of Vehicle 1 and has had one accident on Vehicle 1, two accidents on Vehicle 2 and one accident on his company car. Spouse is principal operator of Vehicle 2 and has had no accidents. The Applicant 20-year old Child has had one accident on Vehicle 2. The Applicant's four accidents will be rated against Vehicle 1. The Applicant 20-year old Child accident is rated on Vehicle 2, as a Class 05 or 06 Operator. A surcharge for the Applicant's four accidents applies to Vehicle 1 as the Applicant is principal operator of Vehicle 1.		
	2. At Renewal (for surcharge only) At the time of renewal, the accident record shall be updated. Any accidents that occurred more than 36 months prior to renewal date shall be excluded and	2. At Renewal (for surcharge only) At the time of renewal, the accident record shall be updated. Any accidents that occurred more than 36 months prior to renewal date shall be excluded and all		

Rule	Current Wording	Proposed Wording	Change from Current	Premium impact
	all accidents that occurred during the expiring term that involved the following shall be added: a) The described vehicle (regardless of driver). b) Other vehicles but were the subject of claims under this policy.	accidents that occurred during the expiring term that involved the following shall be added: a) The described vehicle (regardless of driver). b) Other vehicles but were the subject of claims under this policy.		
136.B: Accident and Conviction Surcharges, Convictions	Conviction surcharges shall be assessed for traffic offences (as hereinafter described) for which the Insured was convicted in the 36 months immediately preceding the commencement of the period of insurance.	Conviction surcharges shall be assessed for traffic offences (as hereinafter described) for which the Insured was convicted in the 36 months immediately preceding the commencement of the period of insurance.	Clarifies existing wording to indicate that only convictions arising from the ownership or operation of an automobile applicable to which a premium has been charged may be used.	This may impact premiums.
	1. How to apply conviction surcharges:	1. How to apply conviction surcharges:		
		Only convictions of an operator for whom a premium is charged may be used in the development of surcharges.		
	No conviction record shall be used more than once to determine conviction surcharges for vehicles insured through FA by the same Servicing Carrier, whether or not insured on the same policy.	No conviction record shall be used more than once to determine conviction surcharges for vehicles insured through FA by the same Servicing Carrier, whether or not insured on the same policy.		
	If convictions for impaired driving and failure or refusal to take a breath or blood test relate to the same occurrence, they shall be considered as one conviction.	If convictions for impaired driving and failure or refusal to take a breath or blood test relate to the same occurrence, they shall be considered as one conviction.		
	Convictions for road offences shall not be used in the rating of off road vehicles (e.g. Snow Vehicles, All terrain Vehicles and vice versa.	Convictions for road offences shall not be used in the rating of off road vehicles (e.g. Snow Vehicles, All terrain Vehicles and vice versa.		
	As long as there is a Class 05 or Class 06 premium charged on the policy, the conviction records relating to Class 05 or Class 06 drivers shall only be used to calculate surcharges on the Class 05 or Class 06 premium. The Class 05 or Class 06 premium develops its own surcharge independent of the underlying class.	As long as there is a Class 05 or Class 06 premium charged on the policy, the conviction records relating to the Class 05 or Class 06 driver shall only be used to calculate surcharges on the Class 05 or Class 06 premium. The Class 05 or Class 06 premium develops its own surcharge independent of the underlying class.		



October 2019

Manual of Rules and Rates ALBERTA

Revised Commercial Rates and Taxi Rates Effective February 1, 2020 (New Business and Renewals)

Effective February 1, 2020 Facility Association is implementing the following updates for new business and renewals in Alberta:

Commercial +4.3%
 Taxi +4.5%

Rates may vary depending on individual policy circumstances. Since the base premiums and revised rate pages have been sent to you already, only a copy of the Manual Bulletin is attached.

The Facility Association website <u>www.facilityassociation.com</u> has been updated with this information.

This bulletin is being distributed by Servicing Carriers, to whom all enquiries should be addressed.



October 2019

Manual of Rules and Rates ALBERTA

Revised Private Passenger Grid Rates Effective January 1, 2020 New Business and Renewals

In accordance with the Alberta Automobile Insurance Rate Board's Order, Private Passenger Grid premiums have been revised **effective January 1, 2020 for New Business and Renewals** to reflect +15.0% rate increase in mandatory coverage.

The Facility Association website <u>www.facilityassociation.com</u> has now been updated accordingly.

This bulletin is being distributed by Servicing Carriers to whom all enquiries should be addressed.



September 2019

Manual of Rules and Rates ALBERTA

Revised Garage Rates, Commercial Fleet, Interurban Fleet, Private Bus Fleet, School Bus Fleet, Hotel & Country Club Bus Fleet, and Taxi Fleet Rates Effective January 1, 2020 (New Business and Renewals)

Effective January 1, 2020 Facility Association is implementing the following updates for new business and renewals in Alberta:

- +11.2% overall rate increase for Garage business
- +57.6% rate increase for Commercial fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no change to the base rates.
- +17.9% rate increase for Interurban fleets achieved by moving the base driving record in the fleet calculator from 1 to 0. There are no change to the base rates.
- +33.8% rate increase for Private Bus fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no change to the base rates.
- +28.2% rate increase for School Bus fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no change to the base rates.
- +34.4% rate increase for Hotel & Country Club Bus fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no change to the base rates.
- +28.3% rate increase for Taxi fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no change to the base rates.

These tables are now available on the Facility Association website www.facilityassociation.com.

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