

**April 2021** 

#### Manual of Rules and Rates NEW BRUNSWICK

# 2021 Private Passenger CLEAR Rate Group Tables 2021 Commercial Rate Group Tables Various Rule Changes Effective September 1, 2021 (New Business and Renewals)

**Effective September 1, 2021** Facility Association is implementing the following updates for new business and renewals in New Brunswick:

- 2021 Private Passenger CLEAR Rate Group Tables now having an amended range of 2 to 13 for Accident Benefits rate groups.
- 2021 Commercial Rate Group Tables (Table I and II).
- Various Rule Changes. A summary of the rule changes are attached to the Manual Bulletin on the Facility Association website.

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	Current Wording Approved Wording			
PRIVATE PASS	ENGER SECTION			policies	
149.A Fleets, Definition	NEW	Vehicles under 'common management' will be considered where the Named Insured has assumed full responsibility for the payment of insurance premiums and agreement is in place between the Named Insured and Vehicle Owner, demonstrating the following:  1. the Named Insured is responsible for the assignment of driver schedules and routes, ensuring compliance with hours of work regulations and  2. The Named Insured maintains records of and deems acceptable all drivers who may operate a Vehicle and  3. Vehicles and all associated drivers adhere to the vehicle and driver safety standards of the Named Insured, and  4. Vehicles and all associated drivers adhere to the Named Insured means and methods of work, including risk management practices, code of conduct, training and service standards, and  5. Failure to adhere to any of the above will result in the termination of the agreement between the Named Insured and Vehicle Owner.  A signed 'Facility Association Common Management Attestation', signed by the Named Insured and a copy of the common management agreement must accompany all new business applications.  A copy of the common management agreement will be required on subsequent renewals to maintain experience rating.  The Servicing Carrier reserves the right to deny experience rating in the event the above criteria are not met, and fails to otherwise meet other fleet rating criteria outlined under Rule 149.	Proposes a definition of "Common Manageme nt" to be used to determine if a risk is to be fleet rated.	This change will not impact premiums.  Risks that to not meet this criteria will be rated on an individually rated basis.	

Rule	Current Wording Approved Wording			Premium impact on existing policies
149.B Fleets, Fleet Rating	<ul> <li>Experience rating includes the following:</li> <li>Losses are taken into account in rating even if there was no insurance in effect or the loss was repaid to the insurer by or on behalf of the insured or if the insured chose not to present the claim.</li> <li>Claims (paid by the previous insurer, reimbursed to the previous insurer or paid by the insured) outside the coverage on the application.</li> <li>Any amount paid back by the insured due to an END 8 on the policy with the prior insurer.</li> <li>Claims falling within a specific deductible not offered by FA e.g. on an occurrence basis regardless of the coverage involved in the loss.</li> <li>Amounts above FA deductibles when the prior insurer had higher deductibles.</li> <li>Losses falling within any special agreements with the prior insurer.</li> <li>NOTE: Full experience details must be obtained directly from the prior insurer to ensure all information on the risk is provided.</li> </ul>	<ul> <li>Experience rating includes the following:</li> <li>All losses (At-Fault and Not-at-fault) are always taken into account in rating even if there was no insurance in effect or the loss was repaid to the Insured by or on behalf of the Insured or if the Insured chose not to present the claim;</li> <li>Claims (paid by the previous Insurer, reimbursed to the previous Insurer or paid by the Insured) outside the coverage on the application;</li> <li>Any amount paid back by the Insured due to an END 8 on the policy with the prior Insurer;</li> <li>Claims falling within a specific deductible not offered by FA e.g. on an occurrence basis regardless of the coverage involved in the loss;</li> <li>Amounts above FA deductibles when the prior Insurer had higher deductibles;</li> <li>Losses falling within any special agreements with the prior Insurer.</li> <li>NOTE: Full experience details must be obtained directly from the prior Insurer to ensure all information on the risk is provided.</li> </ul>	Clarifies existing wording to indicate that at- fault and not-at- fault losses are used in fleet experience rating.	Will not impact premiums.
COMMERCIAL S	ECTION		'	'
212.B.1  Trailers, Rating of Trailers, Owned Trailers	If the number of trailers insured by a policy exceeds the number that could be used at any one time (including with any vehicles insured by other policies/insurers), the premium under Liability and DCPD for the 'excess' trailers is reduced by 50%. If all trailers do not produce the same premium, the trailer(s) that would otherwise produce the lowest premium shall be considered excess.	If the number of trailers insured by a policy exceeds the number that could be used at any one time (including with any vehicles insured by other policies/insurers), the premium under Liability and DCPD for the 'excess' trailers is reduced by 50%. If all trailers do not produce the same premium, the trailer(s) that would otherwise produce the lowest premium shall be considered excess.	Removes reference to DCPD coverage when rating excess trailers.	This may impact premiums.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies
239.A Fleets, Definition	NEW	Vehicles under 'common management' will be considered where the Named Insured has assumed full responsibility for the payment of insurance premiums and agreement is in place between the Named Insured and Vehicle Owner, demonstrating the following:  1. the Named Insured is responsible for the assignment of driver schedules and routes, ensuring compliance with hours of work regulations and  2. The Named Insured maintains records of and deems acceptable all drivers who may operate a Vehicle and  3. Vehicles and all associated drivers adhere to the vehicle and driver safety standards of the Named Insured, and  4. Vehicles and all associated drivers adhere to the Named Insured means and methods of work, including risk management practices, code of conduct, training and service standards, and  5. Failure to adhere to any of the above will result in the termination of the agreement between the Named Insured and Vehicle Owner.  A signed 'Facility Association Common Management Attestation', signed by the Named Insured and a copy of the common management agreement must accompany all new business applications.  A copy of the common management agreement will be required on subsequent renewals to maintain experience rating.  The Servicing Carrier reserves the right to deny experience rating in the event the above criteria are not met, and fails to otherwise meet other fleet rating criteria outlined under Rule 239	Proposes a definition of "Common Manageme nt" to be used to determine if a risk is to be fleet rated.	This change will not impact premiums.  Risks that to not meet this criteria will be rated on an individually rated basis.

Rule	Current Wording Approved Wording		Change from Current	Premium impact on existing policies
239.B Fleets, Fleet Rating	<ul> <li>Experience rating includes the following:</li> <li>Losses are taken into account in rating even if there was no insurance in effect or the loss was repaid to the insurer by or on behalf of the insured or if the insured chose not to present the claim.</li> <li>Claims (paid by the previous insurer, reimbursed to the previous insurer or paid by the insured) outside the coverage on the application.</li> <li>Any amount paid back by the insured due to an END 8 on the policy with the prior insurer.</li> <li>Claims falling within a specific deductible not offered by FA e.g. on an occurrence basis regardless of the coverage involved in the loss.</li> <li>Amounts above FA deductibles when the prior insurer had higher deductibles.</li> <li>Losses falling within any special agreements with the prior insurer.</li> <li>NOTE: Full experience details must be obtained directly from the prior insurer to ensure all information on the risk is provided.</li> </ul>	<ul> <li>Experience rating includes the following:</li> <li>All losses (At-Fault and Not-at-fault) are always taken into account in rating even if there was no insurance in effect or the loss was repaid to the Insurer by or on behalf of the Insured or if the Insured chose not to present the claim;</li> <li>Claims (paid by the previous Insurer, reimbursed to the previous Insurer or paid by the Insured) outside the coverage on the application;</li> <li>Any amount paid back by the Insured due to an END 8 on the policy with the prior Insurer;</li> <li>Claims falling within a specific deductible not offered by FA e.g. on an occurrence basis regardless of the coverage involved in the loss;</li> <li>Amounts above FA deductibles when the prior Insurer had higher deductibles;</li> <li>Losses falling within any special agreements with the prior Insurer.</li> <li>NOTE: Full experience details must be obtained directly from the prior Insurer to ensure all information on the risk is provided.</li> </ul>	Clarifies existing wording to indicate that at- fault and not-at- fault losses are used in fleet experience rating.	Will not impact premiums.
PUBLIC SECTIO	N .			
335.A Fleets, Definition	NEW	Vehicles under 'common management' will be considered where the Named Insured has assumed full responsibility for the payment of insurance premiums and agreement is in place between the Named Insured and Vehicle Owner, demonstrating the following:  1. the Named Insured is responsible for the assignment of driver schedules and routes, ensuring compliance with hours of work regulations and  2. The Named Insured maintains records of and deems acceptable all drivers who may operate a Vehicle and  3. Vehicles and all associated drivers adhere to the vehicle and driver safety standards of the Named Insured, and  4. Vehicles and all associated drivers adhere to the Named Insured means and methods of work, including risk management practices,	Proposes a definition of "Common Manageme nt" to be used to determine if a risk is to be fleet rated.	This change will not impact premiums.  Risks that to not meet this criteria will be rated on an individually rated basis.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies
335.B Fleets, Fleet Rating	<ul> <li>Experience rating includes the following:</li> <li>Losses are taken into account in rating even if there was no insurance in effect or the loss was repaid to the insurer by or on behalf of the insured or if the insured chose not to present the claim.</li> <li>Claims (paid by the previous insurer, reimbursed to the previous insurer or paid by the insured) outside the coverage on the application.</li> <li>Any amount paid back by the insured due to an END 8 on the policy with the prior insurer.</li> <li>Claims falling within a specific deductible not offered by FA e.g. on an occurrence basis regardless of the coverage involved in the loss.</li> <li>Amounts above FA deductibles when the prior insurer had higher deductibles.</li> <li>Losses falling within any special agreements with the prior insurer.</li> <li>NOTE: Full experience details must be obtained directly from the prior insurer to ensure all information on the risk is provided.</li> </ul>	code of conduct, training and service standards, and  5. Failure to adhere to any of the above will result in the termination of the agreement between the Named Insured and Vehicle Owner.  A signed 'Facility Association Common Management Attestation', signed by the Named Insured and a copy of the common management agreement must accompany all new business applications.  A copy of the common management agreement will be required on subsequent renewals to maintain experience rating.  The Servicing Carrier reserves the right to deny experience rating in the event the above criteria are not met, and fails to otherwise meet other fleet rating criteria outlined under Rule 335.  Experience rating includes the following:  All losses (At-Fault and Not-at-fault) are always taken into account in rating even if there was no insurance in effect or the loss was repaid to the Insured chose not to present the claim;  Claims (paid by the previous Insurer, reimbursed to the previous Insurer, reimbursed to the previous Insurer or paid by the Insured) outside the coverage on the application;  Any amount paid back by the Insured due to an END 8 on the policy with the prior Insurer;  Claims falling within a specific deductible not offered by FA e.g. on an occurrence basis regardless of the coverage involved in the loss;  Amounts above FA deductibles when the prior Insurer had higher deductibles;  Losses falling within any special agreements with the prior Insurer.  NOTE: Full experience details must be obtained directly from the prior Insurer to ensure all information on the risk is provided.	Clarifies existing wording to indicate that at- fault and not-at- fault losses are used in fleet experience rating.	Will not impact premiums.

Rule

Ruie	Current Wording	Approved Wording	from Current	impact on existing policies
RECREATIONAL				
409.B.	Calculating Driving Record with a Licence     Suspension/Cancellation/Lapse	Calculating Driving Record with a Licence     Suspension/Cancellation/Lapse	Updates the current	This will not impact
Motorcycles & Mopeds, Driving Record	Suspension of Operator's Licence can be one of two types:	Suspension of Operator's Licence can be one of two types:	rule to include the maximum DR	premiums.
	A. Suspension for cause: A driver's licence suspension or cancellation for more than two weeks resulting from a conviction or an accumulation of demerit points.	A. Suspension for cause: A driver's licence suspension or cancellation for more than two weeks resulting from a conviction or an accumulation of demerit points.	applicable on Motorcycle /Mopeds	
	B. Administrative Suspension/Cancellation/Lapse: A suspension/cancellation/lapse for one year or more for any reason other than those outlined in item A.	B. Administrative Suspension/Cancellation/Lapse: A suspension/cancellation/lapse for one year or more for any reason other than those outlined in item A.		
	A. With suspensions for cause     For the total of all suspensions within the last 3 years, deduct 1 year for each year (or partial year) of suspension from the driving record.	A. With suspensions for cause     For the total of all suspensions within the last 5 years, deduct 1 year for each year (or partial year) of suspension from the driving record (maximum Driving Record 3).		
	Examples: i. Principal operator is eligible for driving record 3. Has 6 month suspension for demerit points. Now qualifies for driving record 2.	Examples: i. Principal operator is eligible for driving record 4. Has 6 month suspension for demerit points. Now qualifies for driving record 3.		
	ii. Principal operator is eligible for driving record 3. Has been reinstated May 1, 2005 after an 18 month suspension for convictions. Policy is effective June 1, 2005. Now qualifies for Driving Record 1.	ii. Principal operator is eligible for driving record 4. Has been reinstated May 1, 2005 after an 18 month suspension for convictions. Policy is effective June 1, 2005. Now qualifies for Driving Record 2.		
	<ul> <li>B. With administrative suspensions/cancellation/lapse:</li> <li>If the total time suspended/cancelled/lapsed is less than 1 year in the past 3 years, the driving record will not be affected.</li> <li>If the total time suspended/cancelled/lapsed is 1 year or more in the past 3 years, the driving record will be reduced by 1 for every year (or partial year) suspended/ cancelled/ lapsed.</li> </ul>	<ul> <li>B. With administrative suspensions/cancellation/lapse:</li> <li>If the total time suspended/cancelled/lapsed is less than 1 year in the past 5 years, the driving record will not be affected.</li> <li>If the total time suspended/cancelled/lapsed is 1 year or more in the past 5 years, the driving record will be reduced by 1 for every year (or partial year) suspended/ cancelled/ lapsed.</li> </ul>		

Change

Premium

Rule	Current Wording			Approved Wording		Change from Current	Premium impact on existing policies	
	has 24 month susqualifies for Drivin  Notes: 1. An operator wifer a driver train 2. Alcohol Ignition Under the Interlicence suspens the licence was Programme was For example: Licens July 1. The driver en March 1. The total ti have been suspended not 6 months.  Regardless of the per	pension for uning Record 3.  or Driving Record 3.  or Driving Record 1.  th a licence suspining discount or an Interlock Devidence Programme ion shall be calcusted to the sentered.  e was suspended to the sentered the Interlock tered the Interlock Trough and the driver's list 2 months (Jatriod during whice Permit or Level Driving Record	ension is not eligible new driver credit.  The Programme of the length of the lated from the date date the Interlock  I from January 1 to the late of the length of the lated from the date of the late date the Interlock  I from January 1 to late of the late of late and lated from the date of late and lated from January 1 to late of l	has 24 month susp qualifies for Driving  Notes:  1. An operator wi for a driver train  2. Alcohol Ignition Under the Interl licence suspense the licence was Programme was  For example: Licens July 1. The driver en March 1. The total ti have been suspended not 6 months.  Regardless of the per	pension for uning Record 4.  or Driving Record 4.  or Driving Record 2.  th a licence suspining discount or an Interlock Devidence Programme ion shall be calcusted to the sentered.  e was suspended to the sentered.  e was suspended to the sentered.  it is 2 months (Jauriod during whice Permit or Level Driving Record)	pension is not eligible new driver credit.  The length of the ulated from the date date the Interlock  If from January 1 to ck Programme on icence is considered to nuary 1 to March 1)  The an operator has held One Licence, the risk	Updates the current rule to include the maximum DR applicable on Motorcycle /Mopeds	This will not impact premiums.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies	
	4. New Drivers Where the applicant, actual owner or principal operator holds only a Learner's Licence/Permit or Level One Licence, the risk will qualify for only Driving Record 0 until a regular motorcycle licence is obtained. Refer to Rule 409:B.  Accumulation of experience begins only when a permanent licence (Level 2) is obtained. A newly licensed driver will qualify for only Driving Record 0 for the first year. 'Newly licensed' does not include Learner's Licence/ Permit or Level One Licence.  A licensed (beyond stage one learner's licence) new driver shall be rated according to the number of years without at fault accidents or licence suspensions at the commencement of the period of insurance.  Note: Maximum driving record is 3.	Where the applicant, actual owner or principal operator holds only a Learner's Licence/Permit or Level One Licence, the risk will qualify for only Driving Record 0 until a regular motorcycle licence is obtained. Refer to Rule 409:B.  Accumulation of experience begins only when a permanent licence (Level 2) is obtained. A newly licensed driver will qualify for only Driving Record 0 for the first year. 'Newly licensed' does not include Learner's Licence/ Permit or Level One Licence.  A licensed (beyond stage one learner's licence) new driver shall be rated according to the number of years without at fault accidents or licence suspensions at the commencement of the period of insurance.	Updates the current rule to include the maximum DR applicable on Motorcycle /Mopeds	This will not impact premiums.	
438.A Fleets, Definition	NEW	Vehicles under 'common management' will be considered where the Named Insured has assumed full responsibility for the payment of insurance premiums and agreement is in place between the Named Insured and Vehicle Owner, demonstrating the following:  1. the Named Insured is responsible for the assignment of driver schedules and routes, ensuring compliance with hours of work regulations and  2. The Named Insured maintains records of and deems acceptable all drivers who may operate a Vehicle and  3. Vehicles and all associated drivers adhere to the vehicle and driver safety standards of the Named Insured, and  4. Vehicles and all associated drivers adhere to the Named Insured means and methods of work, including risk management practices, code of conduct, training and service standards, and  5. Failure to adhere to any of the above will result in the termination of the agreement	Proposes a definition of "Common Manageme nt" to be used to determine if a risk is to be fleet rated.	This change will not impact premiums. Risks that to not meet this criteria will be rated on an individually rated basis.	

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies
		between the Named Insured and Vehicle Owner.  A signed 'Facility Association Common Management Attestation', signed by the Named Insured and a copy of the common management agreement must accompany all new business applications.  A copy of the common management agreement will be required on subsequent renewals to maintain experience rating.  The Servicing Carrier reserves the right to deny experience rating in the event the above criteria are not met, and fails to otherwise meet other fleet rating criteria outlined under Rule 438.		
438.B Fleets, Fleet Rating	<ul> <li>Experience rating includes the following:</li> <li>Losses are taken into account in rating even if there was no insurance in effect or the loss was repaid to the insurer by or on behalf of the insured or if the insured chose not to present the claim.</li> <li>Claims (paid by the previous insurer, reimbursed to the previous insurer or paid by the insured) outside the coverage on the application.</li> <li>Any amount paid back by the insured due to an END 8 on the policy with the prior insurer.</li> <li>Claims falling within a specific deductible not offered by FA e.g. on an occurrence basis regardless of the coverage involved in the loss.</li> <li>Amounts above FA deductibles when the prior insurer had higher deductibles.</li> <li>Losses falling within any special agreements with the prior insurer.</li> <li>NOTE: Full experience details must be obtained directly from the prior insurer to ensure all information on the risk is provided.</li> </ul>	<ul> <li>Experience rating includes the following:</li> <li>All losses (At-Fault and Not-at-fault) are always taken into account in rating even if there was no insurance in effect or the loss was repaid to the Insured by or on behalf of the Insured or if the Insured chose not to present the claim;</li> <li>Claims (paid by the previous Insurer, reimbursed to the previous Insurer or paid by the Insured) outside the coverage on the application;</li> <li>Any amount paid back by the Insured due to an END 8 on the policy with the prior Insurer;</li> <li>Claims falling within a specific deductible not offered by FA e.g. on an occurrence basis regardless of the coverage involved in the loss;</li> <li>Amounts above FA deductibles when the prior Insurer had higher deductibles;</li> <li>Losses falling within any special agreements with the prior Insurer.</li> <li>NOTE: Full experience details must be obtained directly from the prior Insurer to ensure all information on the risk is provided.</li> </ul>	Clarifies existing wording to indicate that at- fault and not-at- fault losses are used in fleet experience rating.	Will not impact premiums.



**March 2021** 

# Manual of Rules and Rates NEW BRUNSWICK

#### Commercial Rule 201 Change Effective August 1, 2021 (New Business and Renewals)

**Effective August 1, 2021** Facility Association is implementing the following updates for new business and renewals in New Brunswick:

• There is an amended rule in Commercial section of the manual. A summary of the rule change is attached to the Manual Bulletin on the Facility Association website.

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.

**Approved Wording** 

Change

Premium

**Current Wording** 

Rule

					from Current	impact on existing policies
<b>COMMERCIAL S</b>	ECTION					
201:C  Coverages Available and Minimum  Deductibles,		ibles for Light Commercial hicle Weight up to 4,500 kg)		ctibles for Light Commercial hicle Weight Up To 4,500 kg)	Amends Minimum Physical	This will not impact premiums.
	The deductibles are to	be no less than:	The deductibles are to	be no less than:	Damage Deductible	
Optional Physical	Rate Groups	Minimum Deductible	Rate Groups	Minimum Deductible	for Light	
Damage Coverage and Deductibles	15 and under	\$500	15 and under	\$500	Vehicles with a RG	
and Deductibles	16 – 18	\$1,000	16 – 18	\$1,000	of 22 and	
	19 – 21	\$2,500	19 – 21	\$2,500	over.	
	22 and over	10% of List Price New rounded to the nearest \$500 (minimum deductible \$5,000).	22 and over	5% of List Price New rounded to the nearest \$250 (minimum deductible \$2,500, maximum		
	END 40	END 40 is mandatory on any	END 40	deductible \$5,000).		
		vehicles with prior fire and total	END 40	END 40 is mandatory on any		
		theft claims within the past 60 months		vehicles with prior fire and total theft claims within the past 60		
		monus	4	months		
	b) Minimum Deductibles for Heavy Commercial Vehicles (Gross Vehicle Weight over 4,500kg)  The following deductibles are based on Vehicle List Price New, including the cost of any customizations and attached		b) Minimum Dedu Vehicles (Gross Ve The following deductil New, including the cos	Amends Minimum Physical Damage Deductible	This will not impact premiums.	
			equipment. Deductible	for Heavy Vehicles.		
	equipment. Deductibles are to be rounded to the nearest \$500 and are to be no less than:		\$250 and are to be no	Vehicles.		
	List Price New	Minimum Deductible	List Price New	Minimum Deductible		
	Vehicle Make and	10% of List Price New (minimum	Vehicle Make and	5% of List Price New rounded to		
	Model listed in	deductible \$5,000).	Model listed in	the nearest \$250 (minimum		
	Commercial Rate		Commercial Rate	deductible \$2,500, maximum		
	Group Table I	100/ CL' D' N	Group Table I	deductible \$5,000).		
	<\$50,001	10% of List Price New	<\$50,001	\$2,500	-	
	\$50,001-\$75,000 \$75,001 - \$100,000	12% of List Price New	\$50,001 - \$65,000	\$3,500	1	
	\$100,001 -	15% of List Price New 20% of List Price New	\$65,001 - \$80,000	\$4,000	1	
	\$100,001 -	20% of List Pfice New	\$80,001 - \$100,000	\$5,000	-	
	\$125,000 \$125,001 and Over	25% of List Price New	φου,υσι - φισυ,υσυ	φ3,000		
	\$123,001 and 5ver	25 /0 of Elist Filed New				

Rule	Current Wording		Арр	Approved Wording		Premium impact on existing policies
	is \$122,000, 20% is \$	END 40 is mandatory on any vehicles with prior fire and total theft claims within the past 60 months  new of Class 42 Sand & Gravel truck (24,400. The deductible shall be g factor for \$2,500 or more applies.	is \$122,000 5% is \$6,1	Commercial Vehicles with Physical	END 40 is now mandatory on Heavy Vehicles with Physical Damage Coverage.	This will not impact premiums