



December 2020

**Manual of Rules and Rates
NEWFOUNDLAND & LABRADOR**

**Revised Commercial, Interurban, Motorcycles, All-Terrain Vehicles,
Snow Vehicles, Motorhomes, Antique (Historic) Vehicles,
Private Trailers and Camper Units Rates
Effective April 1, 2021 (New Business and Renewals)**

Effective April 1, 2021 Facility Association is implementing the following rate changes for new business and renewals in Newfoundland & Labrador:

- Commercial at -1.8%
- Interurban at -1.4%
- No rate change for the following classes: Motorcycle, All-Terrain Vehicles, Snow Vehicles, Motorhomes, Antique (Historic) Vehicles, Private Trailers and Camper Units

As well, there are amended rules in various sections of the manual. A summary of the rule changes is attached below.

For complete details on this rate change, refer to the manual pages now available on the Facility Association website www.facilityassociation.com.

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



December 2020

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NEWFOUNDLAND & LABRADOR**

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

Effective February 1, 2021 Facility Association is implementing the following updates for new business and renewals in Newfoundland & Labrador:

- +14.3% rate increase for Private Passenger fleets achieved by moving the base driving record in the fleet calculator from 1 to 0. There are no changes to base rates.
- +12.8% rate increase for Commercial fleets achieved by moving the base driving record in the fleet calculator from 1 to 0. There are no changes to base rates.
- +19.7% rate increase for Interurban fleets achieved by moving the base driving record in the fleet calculator from 1 to 0. There are no changes to base rates.
- +10.9% rate increase for Public Bus fleets achieved by moving the base driving record in the fleet calculator from 1 to 0. There are no changes to base rates.
- +9.3% rate increase for Private Bus fleets achieved by moving the base driving record in the fleet calculator from 1 to 0. There are no changes to base rates.
- +15.6% rate increase for School Bus fleets achieved by moving the base driving record in the fleet calculator from 1 to 0. There are no changes to base rates.
- +10.1% rate increase for Taxi fleets achieved by moving the base driving record in the fleet calculator from 1 to 0. There are no changes to base rates.
- The base premium on all other fleet rated classes have been amended from driving record 1 to 0. Currently there are no written exposures in the following classes. As such, no average rate level change is available at this time:
 - Hotel & Country Club Bus
 - Motorcycle
 - Snow Vehicle
 - All Terrain Vehicles
 - Ambulance & Funeral
 - Motorhome
 - Campers & Personal Trailer

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September 2020

**Manual of Rules and Rates
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**Newfoundland & Labrador Automobile Insurance Reform
Effective January 1, 2021**

Effective January 1, 2021 in accordance with the Automobile Insurance Act and associated Automobile Insurance Regulations Section 16 of NLR 56/19 in Newfoundland & Labrador will take effect to implement Direct Compensation Property Damage coverage for accidents occurring on or after that date.

Policyholder's will now be compensated by their own insurer for property damages resulting from an automobile accident to the degree they are not at fault. This coverage is mandatory.

Facility Association rate pages have been amended to split Third Party Liability premiums between Bodily Injury and Property Damage and include premiums for DCPD coverage.

A number of rules have been changed to add references for DCPD coverage where appropriate and to provide rating instructions as required.

For complete details on all rule changes, refer to the manual pages.

No hard copies of these pages will be printed; however, all information is now available on the Facility Association website www.facilityassociation.com.

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

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF RULE CHANGES FOR INSURANCE REFORMS EFFECTIVE JANUARY 1, 2021**

Rule	Current Wording	Approved Wording	Change from current	Premium impact
PRIVATE PASSENGER SECTION				
Table of Contents	C. Physical Damage	C. Optional Physical Damage	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
Table of Contents	NEW	G. Direct Compensation Property Damage (DCPD)	Introduces new coverage	This does not impact premiums.
100.B: Filed Underwriting Rules, Rules for refusing to provide or continue a coverage	3. Where a vehicle is licensed for road use and is used on roads as well as used for legal race or speed tests, 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. For DCPD coverage, establish the rate group according to Rule 116: Vehicle Rate Group and Rule 121: After Market Equipment.	Introduces new coverage	This does not impact premiums
101.C Optional Physical Damage	C. Physical Damage	C. Optional Physical Damage	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
101.F Minimum Coverage: Exception	<p>1. 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.</p> <p>2. 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.</p>	<p>1. If Liability, DCPD 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.</p> <p>2. If Liability, DCPD 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, DCPD and Accident Benefits coverages on the policy.</p>	Introduces new coverage.	This does not impact premiums.
101.G Direct compensation - Property Damage	NEW	<p>G. Direct Compensation – Property Damage (DCPD)</p> <p>No deductibles are applicable.</p>	Introduces new coverage.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
108: Clean Driver Discount	Where a risk meets the following requirements, a discount shall be applied to the Liability and Collision premiums:	Where a risk meets the following requirements, a discount shall be applied to the Liability, DCPD and Collision premiums:	Introduces new coverage.	This does not impact premiums.
111: Rating Class	Notes: Class 05 1. The vehicle is first rated as if there are no occasional drivers licensed less than 9 years in Canada or the U.S.; premium is then charged for such occasional drivers by adding the Liability and Collision premium for Class 05. It is not permissible to issue a policy solely at Class 05 rates.	Notes: Class 05 1. The vehicle is first rated as if there are no occasional drivers licensed less than 9 years in Canada or the U.S.; premium is then charged for such occasional drivers by adding the Liability, DCPD and Collision premium for Class 05. It is not permissible to issue a policy solely at Class 05 rates.	Introduces new coverage	This does not impact premiums.
113.B Driving Record Entitlement	1. A chargeable accident will affect the rating of the Liability and Collision coverages.	1. A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.	Introduces new coverage.	This does not impact premiums.
117: Multi Vehicle Discount	a) all qualify for Class 01, 02 or 03 rates, the full rate is charged in respect of the highest-rated vehicle and a discount of 10% is allowed from the Third Party Liability, Accident Benefits and Collision rates that apply to the other vehicles; OR b) all qualify for Class 01, 02, 03 or 07 rates, the full rates are charged in respect of the Class 07 vehicles and a discount of 10% is allowed from the Third Party Liability, Accident Benefits and Collision rates that apply to the Class 01, 02 or 03 vehicles.	a) all qualify for Class 01, 02 or 03 rates, the full rate is charged in respect of the highest-rated vehicle and a discount of 10% is allowed from the Liability, DCPD, Accident Benefits and Collision rates that apply to the other vehicles; OR b) all qualify for Class 01, 02, 03 or 07 rates, the full rates are charged in respect of the Class 07 vehicles and a discount of 10% is allowed from the Liability, DCPD, Accident Benefits and Collision rates that apply to the Class 01, 02 or 03 vehicles.	Introduces new coverage.	This will not impact premiums.
125: Premium Determination	4. Establish the driving record for Liability and Collision coverages.	4. Establish the driving record for Liability, DCPD and Collision coverages.	Introduces new coverage.	This does not impact premiums.

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135.C How to Allocate Chargeable Accidents	A chargeable accident will affect the rating of the Liability and Collision coverages.	A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.	Introduces new coverage.	This does not impact premiums.
136 Accident and Conviction Surcharges	These surcharges are applicable to Liability (including Passenger Liability) and Collision. These surcharges are not to be applied to coverages which are experience (fleet) rated.	These surcharges are applicable to Liability (including Passenger Liability), DCPD and Collision. These surcharges are not to be applied to coverages which are experience (fleet) rated.	Introduces new coverage.	This does not impact premiums.
138.A U.S. Exposure Surcharge	If this exposure is 5.0% or less of the 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 (Road Hazard and Passenger Hazard), Accident Benefits, Uninsured Automobile and END 44. Liability, Accident Benefits, Uninsured Automobile, END 44 ... Physical Damage ... The Currency differential surcharge is 1. Applied only to the Liability premium Road/Passenger Hazard).	If this exposure is 5.0% or less of the 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 (Road Hazard and Passenger Hazard), DCPD, Accident Benefits, Uninsured Automobile and END 44. Liability, DCPD, Accident Benefits, Uninsured Automobile, END 44 ... Optional Physical Damage ... The Currency differential surcharge is 1. Applied only to the Liability premium Road/Passenger Hazard), not DCPD.	Introduces new coverage.	This does not impact premiums.
141 Suspension and Reinstatement of Coverages – END 16/17	Liability, Accident Benefits and Collision as they relate to the use and operation of the described vehicles, new vehicles or temporary substitute vehicles may be suspended by means of END 16. ... 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	Liability, DCPD, Accident Benefits and Collision as they relate to the use and operation of the described vehicles, new vehicles or temporary substitute vehicles may be suspended by means of END 16. ... If Liability, DCPD 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.	Introduces new coverage.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact																																										
143.A & B "Home-Made" Vehicles/ Reconstructed/ Right Hand Drive/Imported Vehicles	<p>A. Liability and Accident Benefits</p> <p>...</p> <p>B. Physical Damage Coverage</p>	<p>A. Liability, DCPD and Accident Benefits</p> <p>...</p> <p>B. Optional Physical Damage Coverage</p>	Introduces new coverage.	This does not impact premiums.																																										
146 Short-Term Rentals- Unspecified Lessees – Lease of 30 Days or Less	<p>1. Liability, Physical Damage</p> <table border="0"> <thead> <tr> <th>Class of Vehicle</th> <th>Premium</th> </tr> </thead> <tbody> <tr> <td>Private Type Trailers Liability</td> <td>Non-Pleasure rate plus \$15</td> </tr> <tr> <td>Physical Damage</td> <td>250% of normal rate</td> </tr> <tr> <td>Motor Homes and Vehicles with mounted Camper Units Liability</td> <td>250% of 07/0 rate</td> </tr> <tr> <td>Physical Damage</td> <td>250% of Normal rate</td> </tr> </tbody> </table>	Class of Vehicle	Premium	Private Type Trailers Liability	Non-Pleasure rate plus \$15	Physical Damage	250% of normal rate	Motor Homes and Vehicles with mounted Camper Units Liability	250% of 07/0 rate	Physical Damage	250% of Normal rate	<p>1. Liability, DCPD and Optional Physical Damage</p> <table border="0"> <thead> <tr> <th>Class of Vehicle</th> <th>Premium</th> </tr> </thead> <tbody> <tr> <td>Private Type Trailers Liability</td> <td>Non-Pleasure rate plus \$15</td> </tr> <tr> <td>Physical Damage</td> <td>250% of normal rate</td> </tr> <tr> <td>Motor Homes and Vehicles with mounted Camper Units Liability</td> <td>250% of 07/0 rate</td> </tr> <tr> <td>DCPD</td> <td>250% of 07/0 rate</td> </tr> <tr> <td>Physical Damage</td> <td>250% of Normal rate</td> </tr> </tbody> </table> <p>...</p> <p>NOTE: No DCPD Premium is applicable on Private Trailers and Camper units</p>	Class of Vehicle	Premium	Private Type Trailers Liability	Non-Pleasure rate plus \$15	Physical Damage	250% of normal rate	Motor Homes and Vehicles with mounted Camper Units Liability	250% of 07/0 rate	DCPD	250% of 07/0 rate	Physical Damage	250% of Normal rate	Introduces new coverage.	This does not impact premiums.																				
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148.D Driver Training Vehicle Surcharge Table	<p>1. Vehicles used only for Secondary School, College or University training courses.</p> <table border="0"> <thead> <tr> <th>Coverage</th> <th>Equipped with dual controls</th> <th>Other</th> </tr> </thead> <tbody> <tr> <td>Liability</td> <td>35%</td> <td>135%</td> </tr> <tr> <td>Collision</td> <td>0%</td> <td>75%</td> </tr> </tbody> </table> <p>2. Other Vehicles</p> <table border="0"> <thead> <tr> <th>Coverage</th> <th>Equipped with dual controls</th> <th>Other</th> </tr> </thead> <tbody> <tr> <td>Liability</td> <td>70%</td> <td>170%</td> </tr> <tr> <td>Collision</td> <td>25%</td> <td>100%</td> </tr> </tbody> </table>	Coverage	Equipped with dual controls	Other	Liability	35%	135%	Collision	0%	75%	Coverage	Equipped with dual controls	Other	Liability	70%	170%	Collision	25%	100%	<p>1. Vehicles used only for Secondary School, College or University training courses.</p> <table border="0"> <thead> <tr> <th>Coverage</th> <th>Equipped with dual controls</th> <th>Other</th> </tr> </thead> <tbody> <tr> <td>Liability</td> <td>35%</td> <td>135%</td> </tr> <tr> <td>DCPD</td> <td>35%</td> <td>135%</td> </tr> <tr> <td>Collision</td> <td>0%</td> <td>75%</td> </tr> </tbody> </table> <p>2. Other Vehicles</p> <table border="0"> <thead> <tr> <th>Coverage</th> <th>Equipped with dual controls</th> <th>Other</th> </tr> </thead> <tbody> <tr> <td>Liability</td> <td>70%</td> <td>170%</td> </tr> <tr> <td>DCPD</td> <td>70%</td> <td>170%</td> </tr> <tr> <td>Collision</td> <td>25%</td> <td>100%</td> </tr> </tbody> </table>	Coverage	Equipped with dual controls	Other	Liability	35%	135%	DCPD	35%	135%	Collision	0%	75%	Coverage	Equipped with dual controls	Other	Liability	70%	170%	DCPD	70%	170%	Collision	25%	100%	Introduces new coverage.	This does not impact premiums.
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Rule	Current Wording	Approved Wording	Change from current	Premium impact
149.D.7 Fleets, New Application, Premium Calculation	7. Premium Calculation Liability ... Physical Damage	7. Premium Calculation Liability and DCPD ... Optional Physical Damage	Introduces new coverage.	This does not impact premiums.
152 Endorsements Applicable to POL 1 (Owner's Policy)	Liability or (TPL) means B.I. and P.D. Tort; Physical Damage means Optional Coverages – Loss or Damage (Collision, Comprehensive, Specified Perils)	Liability or (TPL) means B.I. and P.D. Tort; DCPD means Direct Compensation – Property Damage Physical Damage means Optional Coverages – Loss or Damage (Collision, Comprehensive, Specified Perils)	Introduces new coverage.	This does not impact premiums.
152 END 3 Rating	Calculate the coverage premiums applicable to the highest rated government vehicle that may be in the insured's custody as if he owned such a vehicle. Take into account driving record, type of vehicle, use and the coverage deductibles. Use the limit per occurrence as the vehicle's value for determining the rate group and, in respect of a commercial vehicle, assume the model year to be the current year. The charge for each coverage is this percentage of the calculated premium. Liability:20% Accident Benefits:50% Physical Damage:100%	Calculate the coverage premiums applicable to the highest rated government vehicle that may be in the insured's custody as if he owned such a vehicle. Take into account driving record, type of vehicle, use and the coverage deductibles. Use the limit per occurrence as the vehicle's value for determining the rate group and, in respect of a commercial vehicle, assume the model year to be the current year. The charge for each coverage is this percentage of the calculated premium. Liability/ DCPD.20% Accident Benefits:50% Optional Physical Damage:100%	Introduces new coverage.	This does not impact premiums.
152 END 5C Rating	The following premiums apply to the policy and are not specifically for the endorsement: 1. Liability, Collision, Comprehensive, Specified Perils: ... Class of Vehicle Premium Private Type Trailers Liability Non-Pleasure rate plus \$15 Physical Damage 250% of normal rate Motor Homes and Vehicles with mounted Camper Units	The following premiums apply to the policy and are not specifically for the endorsement: 1. Liability, DCPD, Collision, Comprehensive, Specified Perils: ... Class of Vehicle Premium Private Type Trailers Liability Non-Pleasure rate plus \$15 Optional Physical Damage 250% of normal rate Motor Homes and Vehicles with mounted	Introduces new coverage.	This does not impact premiums.

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	Liability 250% of 07/0 rate Physical Damage 250% of Normal rate	Camper Units Liability 250% of 07/0 rate DCPD 250% of 07/0 rate Optional Physical 250% of Normal rate Damage ... NOTE: No DCPD Premium is applicable on Private Trailers and Camper Units								
152 END 16 Title and Purpose	Suspension of Coverage The Liability, Accident Benefits and Collision coverages in respect of a vehicle that is temporarily laid up may be suspended by means of END 16.	Suspension of Coverage The Liability, DCPD, Accident Benefits and Collision coverages in respect of a vehicle that is temporarily laid up may be suspended by means of END 16.	Introduces new coverage.	This does not impact premiums.						
152 END 19 Title and Purpose	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">19</td> <td style="width: 65%;"> Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the physical damage premiums are based on the estimated or appraised current value. </td> <td style="width: 30%;"> Base physical damage premiums on estimated or appraised current value. </td> </tr> </table>	19	Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the physical damage premiums are based on the estimated or appraised current value.	Base physical damage premiums on estimated or appraised current value.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">19</td> <td style="width: 65%;"> Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on the estimated or appraised current value. </td> <td style="width: 30%;"> Base DCPD and optional physical damage premiums on estimated or appraised current value. </td> </tr> </table>	19	Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on the estimated or appraised current value.	Base DCPD and optional physical damage premiums on estimated or appraised current value.	Introduces new coverage.	This does not impact premiums.
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19	Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on the estimated or appraised current value.	Base DCPD and optional physical damage premiums on estimated or appraised current value.								
152 END 30 Title and Purpose	Excluding Operation of Attached Machinery Excludes Liability and Accident Benefits coverage in respect of the ownership or use of machinery or apparatus mounted on or attached to the vehicle, while at the site of such	Excluding Operation of Attached Machinery Excludes Liability, DCPD and Accident Benefits coverage in respect of the ownership or use of machinery or apparatus mounted on or attached to the vehicle, while at the site of such use.	Introduces new coverage	This does not impact premiums.						

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
	use. END30 may not be used in conjunction with END 31.	END30 may not be used in conjunction with END 31.		
COMMERCIAL SECTION				
Table of Contents	NEW	G. Direct Compensation Property Damage (DCPD)	Introduces new coverage	This does not impact premiums.
200.B: Filed Underwriting Rules, Rules for refusing to provide or continue a coverage	3. Where a vehicle is licensed for road use and is used on roads as well as used for legal race or speed tests, 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. For DCPD coverage, establish the rate group according to Rule 211: Vehicle Rate Group.	Introduces new coverage	This does not impact premiums
201.G Direct compensation - Property Damage	NEW	G. Direct Compensation – Property Damage (DCPD) No deductibles are applicable.	Introduces new coverage.	This does not impact premiums.
205.H Definitions Machinery or Apparatus	1. The equipment is designed to perform a function by means of motive power. This function is both additional to and separate from the functions of transportation and travel (e.g., welding, spraying, excavating, well drilling, cooking equipment). Insurance must be made subject to END 30 (Excluding Attached Machinery) which excludes coverage under Liability and Accident Benefits while at the site of the work (operation of the machinery or apparatus). See Endorsements in this section.	1. The equipment is designed to perform a function by means of motive power. This function is both additional to and separate from the functions of transportation and travel (e.g., welding, spraying, excavating, well drilling, cooking equipment). Insurance must be made subject to END 30 (Excluding Attached Machinery) which excludes coverage under Liability, DCPD and Accident Benefits while at the site of the work (operation of the machinery or apparatus). See Endorsements in this section.	Introduces new coverage	
207.D Rating Class Road Tractor without Trailer	When a road tractor is insured it is presumed that it will be used with one or more trailers. Accordingly, the semi-trailer Liability premium (see Rule 212: Rating of Trailers) must be charged even if no specific trailer is described.	When a road tractor is insured it is presumed that it will be used with one or more trailers. Accordingly, the semi-trailer Liability and DCPD premium (see Rule 212: Rating of Trailers) must be charged even if no specific trailer is described.	Introduces new coverage	This does not impact premiums.
207.F Rating Class Electrically	The Liability premiums for electrically powered vehicles are subject to a reduction of 50%.	The Liability and DCPD premiums for electrically powered vehicles are subject to a reduction of 50%.	Introduces new coverage	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact																																
Powered Vehicle 209.B Driving Record Entitlement	1. A chargeable accident will affect the rating of the Liability and Collision coverages.	1. A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.	Introduces new coverage.	This does not impact premiums.																																
212.B.1 Rating of Trailers Owned Trailers	<p>Liability</p> <p>Charge the indicated percentage of the premium applicable to the highest rated vehicle with which the trailer may be towed:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Trailer Converter Dolly: Non Cargo</td> <td style="text-align: center;">Nil</td> </tr> <tr> <td style="text-align: center;">Cargo</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">Non-Cargo Trailer</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: center;">Low-bed Float Trailer</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">Cargo Trailer</td> <td></td> </tr> <tr> <td style="text-align: center;">Semi-trailer</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: center;">Other</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">Pulling Modular Homes and the like</td> <td style="text-align: center;">25%</td> </tr> </table> <p>Pulling Modular Homes and the like 25% If tractor-trailer-trains or tandem rigs are operated, every trailer that may be used is to be rated as a "Cargo Trailer-Other"</p> <p>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 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.</p> <p><i>For example:</i> There are two tractors and four trailers. Two of the trailers produce premiums of \$500 each. The other two trailers produce premiums of \$700 each. The trailers that produce premiums of \$500 each will be considered excess and the Liability premiums for each of those trailers will be reduced by</p>	Trailer Converter Dolly: Non Cargo	Nil	Cargo	25%	Non-Cargo Trailer	10%	Low-bed Float Trailer	25%	Cargo Trailer		Semi-trailer	10%	Other	25%	Pulling Modular Homes and the like	25%	<p>Liability</p> <p>Charge the indicated percentage of the premium applicable to the highest rated vehicle with which the trailer may be towed:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Trailer Converter Dolly: Non Cargo</td> <td style="text-align: center;">Nil</td> </tr> <tr> <td style="text-align: center;">Cargo</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">Non-Cargo Trailer</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: center;">Low-bed Float Trailer</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">Cargo Trailer</td> <td></td> </tr> <tr> <td style="text-align: center;">Semi-trailer</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: center;">Other</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">Pulling Modular Homes and the like</td> <td style="text-align: center;">25%</td> </tr> </table> <p>Direct Compensation – Property Damage Rating Charge 10% of the DCPD premium applicable to the highest rated vehicle with which the trailer may be towed.</p> <p><i>Notes applicable to Liability and DCPD:</i> Pulling Modular Homes and the like 25% If tractor-trailer-trains or tandem rigs are operated, every trailer that may be used is to be rated as a "Cargo Trailer-Other"</p> <p>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.</p>	Trailer Converter Dolly: Non Cargo	Nil	Cargo	25%	Non-Cargo Trailer	10%	Low-bed Float Trailer	25%	Cargo Trailer		Semi-trailer	10%	Other	25%	Pulling Modular Homes and the like	25%	Introduces new coverage and clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
Trailer Converter Dolly: Non Cargo	Nil																																			
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Rule	Current Wording	Approved Wording	Change from current	Premium impact
	50%. ... Physical Damage	<i>For example:</i> There are two tractors and four trailers. Two of the trailers produce premiums of \$500 each. The other two trailers produce premiums of \$700 each. The trailers that produce premiums of \$500 each will be considered excess and the Liability premiums for each of those trailers will be reduced by 50%. ... Optional Physical Damage		
212. B.2 Rating of Trailers Non Owned Trailers	Physical Damage	Optional Physical Damage	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
212.B.3 Policy Covers Trailers Only	NEW	Direct Compensation – Property Damage Rating Charge 10% of the DCPD premium applicable to the appropriate class (or Class 64 if the use is not known), Driving Record 0.	Introduces new coverage	This does not impact premiums.
212.B.3 Policy Covers Trailers Only	Physical Damage If the trailer is being used with a tractor insured under another FA policy with the same Servicing Carrier, the non-owned charge on that other FA policy can be eliminated, whether or not the same insured owns both the tractor and trailer. Physical Damage Establish the rate group and rate accordingly. If required, apply surcharges for U.S. exposure to all Physical Damage Coverage and surcharges for accidents and convictions to Collision coverage.	Optional Physical Damage If the trailer is being used with a tractor insured under another FA policy with the same Servicing Carrier, the non-owned charge on that other FA policy can be eliminated, whether or not the same insured owns both the tractor and trailer. Optional Physical Damage Establish the rate group and rate accordingly. If required, apply surcharges for U.S. exposure to all Physical Damage Coverage and surcharges for accidents and convictions to Collision coverage.	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
214. Commonly Used Endorsements: Non-Owned Trailers	Physical Damage	Optional Physical Damage	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums
215.E	4. For Liability and Collision coverages, establish the driving record (See Rule 209:	4. For Liability, DCPD and Collision coverages, establish the driving record (See Rule 209:	Introduces new coverage	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
Calculating Premium with No U.S. Exposure	Driving Record). 5. For physical damage, establish the rate group and the minimum deductible (see Rule 211: Vehicle Rate Group and Rule 201: Coverages Available and Minimum Deductibles).	Driving Record). 5. For optional physical damage, establish the rate group and the minimum deductible (see Rule 211: Vehicle Rate Group and Rule 201: Coverages Available and Minimum Deductibles).		
215.F Calculating Premium with U.S Exposure: Towing Vehicles	NEW	Direct Compensation Property Damage (DCPD) – Calculate the U.S. exposure surcharge for DCPD. Apply to the premium. Then apply any accident/conviction surcharge to the resulting premium.	Introduces new coverage	This does not impact premiums.
215.F Calculating Premium with U.S Exposure: Trailers	NEW	Direct Compensation Property Damage (DCPD) - Determine the premium for the towing vehicle in accordance with Rule 215.E. Charge 10% of the DCPD premium applicable to the towing vehicle. If the towing vehicle is rated with U.S. exposure surcharge and/or conviction/accident surcharge, the percentage for the trailer applies to the towing vehicle premium including that surcharge. If the trailer is the only vehicle on the policy charge 10% of the DCPD premium applicable to the highest rated vehicle with which the trailer may be towed.	Introduces new coverage	This does not impact premiums.
225.C How to Allocate Chargeable Accidents	A chargeable accident will affect the rating of the Liability and Collision coverages.	A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.	Introduces new coverage.	This does not impact premiums.
226 Accident and Conviction Surcharges	These surcharges are applicable to Liability (including Passenger Liability) and Collision. These surcharges are not to be applied to coverages which are experience (fleet) rated.	These surcharges are applicable to Liability (including Passenger Liability), DCPD and Collision. These surcharges are not to be applied to coverages which are experience (fleet) rated.	Introduces new coverage.	This does not impact premiums.
228.A & B U.S Exposure:	If this exposure is 5.0% or less of total mileage, a 5% surcharge will apply to Liability, Accident Benefits, Uninsured Automobile, and	If this exposure is 5.0% or less of total mileage, a 5% surcharge will apply to Liability, DCPD, Accident Benefits, Uninsured Automobile, and	Introduces new coverage	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact														
U.S. Exposure Surcharge	END 44. ... Liability, Accident Benefits, Uninsured Automobile, END 44 ... Physical Damage ... The Currency differential surcharge is 1. Applied only to the Liability premium Road/Passenger Hazard).	END 44. ... Liability, DCPD, Accident Benefits, Uninsured Automobile, END 44 ... Optional Physical Damage ... The Currency differential surcharge is 1. Applied only to the Liability premium Road/Passenger Hazard), not DCPD.																
231 Suspension and Reinstatement of Coverages – END 16/17	Liability, Accident Benefits and Collision as they relate to the use and operation of the described vehicles, new vehicles or temporary substitute vehicles may be suspended by means of END 16. ... 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	Liability, DCPD, Accident Benefits and Collision as they relate to the use and operation of the described vehicles, new vehicles or temporary substitute vehicles may be suspended by means of END 16. ... If Liability, DCPD 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.	Introduces new coverage.	This does not impact premiums.														
233 A & B "Home-Made" Vehicles/ Reconstructed/ Right Hand Drive/Imported Vehicles	A. Liability and Accident Benefits ... B. Physical Damage Coverage	A. Liability, DCPD and Accident Benefits ... B. Optional Physical Damage Coverage	Introduces new coverage.	This does not impact premiums.														
236 Short-Term Rentals- Unspecified Lessees – Lease of 30 Days or Less	1. Liability, Physical Damage <table border="0"> <tr> <td>Class of Vehicle</td> <td>Premium</td> </tr> <tr> <td>Private Type Trailers Liability</td> <td>Non-Pleasure rate plus \$15</td> </tr> <tr> <td>Physical Damage</td> <td>250% of normal rate</td> </tr> <tr> <td>Motor Homes and Vehicles with mounted</td> <td></td> </tr> </table>	Class of Vehicle	Premium	Private Type Trailers Liability	Non-Pleasure rate plus \$15	Physical Damage	250% of normal rate	Motor Homes and Vehicles with mounted		1. Liability, DCPD and Optional Physical Damage <table border="0"> <tr> <td>Class of Vehicle</td> <td>Premium</td> </tr> <tr> <td>Private Type Trailers Liability</td> <td>Non-Pleasure rate plus \$15</td> </tr> <tr> <td>Physical Damage</td> <td>250% of normal rate</td> </tr> </table>	Class of Vehicle	Premium	Private Type Trailers Liability	Non-Pleasure rate plus \$15	Physical Damage	250% of normal rate	Introduces new coverage.	This does not impact premiums.
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Rule	Current Wording	Approved Wording	Change from current	Premium impact																																										
	Camper Units Liability 250% of 07/0 rate Physical Damage 250% of Normal rate	Motor Homes and Vehicles with mounted Camper Units Liability 250% of 07/0 rate DCPD 250% of 07/0 rate Physical Damage 250% of Normal rate ... NOTE: No DCPD premium is applicable on Private Trailers and Camper units																																												
238.D Driver Training Vehicle Surcharge Table	1. Vehicles used only for Secondary School, College or University training courses. <table border="0"> <tr> <td>Coverage</td> <td>Equipped with dual controls</td> <td>Other</td> </tr> <tr> <td>Liability</td> <td>35%</td> <td>135%</td> </tr> <tr> <td>Collision</td> <td>0%</td> <td>75%</td> </tr> </table> 2. Other Vehicles <table border="0"> <tr> <td>Coverage</td> <td>Equipped with dual controls</td> <td>Other</td> </tr> <tr> <td>Liability</td> <td>70%</td> <td>170%</td> </tr> <tr> <td>Collision</td> <td>25%</td> <td>100%</td> </tr> </table>	Coverage	Equipped with dual controls	Other	Liability	35%	135%	Collision	0%	75%	Coverage	Equipped with dual controls	Other	Liability	70%	170%	Collision	25%	100%	1. Vehicles used only for Secondary School, College or University training courses. <table border="0"> <tr> <td>Coverage</td> <td>Equipped with dual controls</td> <td>Other</td> </tr> <tr> <td>Liability</td> <td>35%</td> <td>135%</td> </tr> <tr> <td>DCPD</td> <td>35%</td> <td>135%</td> </tr> <tr> <td>Collision</td> <td>0%</td> <td>75%</td> </tr> </table> 2. Other Vehicles <table border="0"> <tr> <td>Coverage</td> <td>Equipped with dual controls</td> <td>Other</td> </tr> <tr> <td>Liability</td> <td>70%</td> <td>170%</td> </tr> <tr> <td>DCPD</td> <td>70%</td> <td>170%</td> </tr> <tr> <td>Collision</td> <td>25%</td> <td>100%</td> </tr> </table>	Coverage	Equipped with dual controls	Other	Liability	35%	135%	DCPD	35%	135%	Collision	0%	75%	Coverage	Equipped with dual controls	Other	Liability	70%	170%	DCPD	70%	170%	Collision	25%	100%	Introduces new coverage.	This does not impact premiums.
Coverage	Equipped with dual controls	Other																																												
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239.D.7 Fleets, New Application, Premium Calculation	7. Premium Calculation <u>Liability</u> ... <u>Physical Damage</u>	7. Premium Calculation <u>Liability and DCPD</u> ... <u>Optional Physical Damage</u>	Introduces new coverage.	This does not impact premiums.																																										
243 Endorsements Applicable to POL 1 (Owner's Policy)	Liability or (TPL) means B.I. and P.D. Tort; Physical Damage means Optional Coverages – Loss or Damage (Collision, Comprehensive, Specified Perils)	Liability or (TPL) means B.I. and P.D. Tort; DCPD means Direct Compensation – Property Damage Physical Damage means Optional Coverages – Loss or Damage (Collision, Comprehensive, Specified Perils)	Introduces new coverage.	This does not impact premiums.																																										

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
243 END 3 Rating	Calculate the coverage premiums applicable to the highest rated government vehicle that may be in the insured's custody as if he owned such a vehicle. Take into account driving record, type of vehicle, use and the coverage deductibles. Use the limit per occurrence as the vehicle's value for determining the rate group and, in respect of a commercial vehicle, assume the model year to be the current year. The charge for each coverage is this percentage of the calculated premium. Liability:20% Accident Benefits:50% Physical Damage:100%	Calculate the coverage premiums applicable to the highest rated government vehicle that may be in the insured's custody as if he owned such a vehicle. Take into account driving record, type of vehicle, use and the coverage deductibles. Use the limit per occurrence as the vehicle's value for determining the rate group and, in respect of a commercial vehicle, assume the model year to be the current year. The charge for each coverage is this percentage of the calculated premium. Liability/ DCPD.20% Accident Benefits:50% Optional Physical Damage: ...100%	Introduces new coverage.	This does not impact premiums.
243 END 5C Rating	The following premiums apply to the policy and are not specifically for the endorsement: 1. Liability, Collision, Comprehensive, Specified Perils: ... Class of Vehicle Premium Private Type Trailers Liability Non-Pleasure rate plus \$15 Physical Damage 250% of normal rate Motor Homes and Vehicles with mounted Camper Units Liability 250% of 07/0 rate Physical Damage 250% of Normal rate	The following premiums apply to the policy and are not specifically for the endorsement: 1. Liability, DCPD, Collision, Comprehensive, Specified Perils: ... Class of Vehicle Premium Private Type Trailers Liability Non-Pleasure rate plus \$15 Optional Physical Damage 250% of normal rate Motor Homes and Vehicles with mounted Camper Units Liability 250% of 07/0 rate DCPD 250% of 07/0 rate Optional Physical Damage 250% of Normal rate ... NOTE: No DCPD Premium is applicable on Private Trailers and Camper Units	Introduces new coverage.	This does not impact premiums.
243 END 16 Title and Purpose	Suspension of Coverage The Liability, Accident Benefits and Collision coverages in respect of a vehicle that is temporarily laid up may be suspended by means of END 16.	Suspension of Coverage The Liability, DCPD, Accident Benefits and Collision coverages in respect of a vehicle that is temporarily laid up may be suspended by means of END 16.	Introduces new coverage.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
243 END 19 Title and Purpose	19 Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the physical damage premiums are based on the estimated or appraised current value.	19 Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on the estimated or appraised current value.	Introduces new coverage.	This does not impact premiums.
243 END 30 Title and Purpose	Excluding Operation of Attached Machinery Excludes Liability and Accident Benefits coverage in respect of the ownership or use of machinery or apparatus mounted on or attached to the vehicle, while at the site of such use. END30 may not be used in conjunction with END 31.	Excluding Operation of Attached Machinery Excludes Liability, DCPD and Accident Benefits coverage in respect of the ownership or use of machinery or apparatus mounted on or attached to the vehicle, while at the site of such use. END30 may not be used in conjunction with END 31.	Introduces new coverage	This does not impact premiums.
PUBLIC SECTION				
Table of Contents	C. Physical Damage	C. Optional Physical Damage	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
Table of Contents	NEW	G. Direct Compensation Property Damage (DCPD)	Introduces new coverage	This does not impact premiums.
300.B: Filed Underwriting	3. Where a vehicle is licensed for road use and is used on roads as well as used for legal race or speed tests, 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. For DCPD coverage, establish the rate	Introduces new coverage	This does not impact premiums

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
Rules, Rules for refusing to provide or continue a coverage		group according to Rule 301.G. Direct Compensation – Property Damage (DCPD)		
301.C Optional Physical Damage	C. Physical Damage	C. Optional Physical Damage	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
301.F Minimum Coverage: Exception	<p>3. 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.</p> <p>4. 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.</p>	<p>3. If Liability, DCPD 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.</p> <p>4. If Liability, DCPD 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, DCPD and Accident Benefits coverages on the policy.</p>	Introduces new coverage.	This does not impact premiums.
301.G Direct Compensation – Property Damage	NEW	<p>G. Direct Compensation – Property Damage (DCPD)</p> <p>No deductibles are applicable.</p> <p>Rate Group for Public Buses are based on List Price New. Refer to Public Bus rate pages to determine rate group.</p> <p>Rate Group for Private Passenger Type vehicles are based on CLEAR Rate Group Table or Table A.</p> <p>Rate Group for Commercial Type vehicles are based on Commercial Rate Group Table II.</p>	Introduces new coverage.	This does not impact premiums.
308: Rating	C. Physical Damage	C. Optional Physical Damage	Clarifies that the application of physical damage coverage is	This does not impact premiums.

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309.B Driving Record Entitlement	1. A chargeable accident will affect the rating of the Liability and Collision coverages.	1. A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.	optional. Introduces new coverage.	This does not impact premiums.
322.C How to Allocate Chargeable Accidents	A chargeable accident will affect the rating of the Liability and Collision coverages.	A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.	Introduces new coverage.	This does not impact premiums.
323 Accident and Conviction Surcharges	These surcharges are applicable to Liability (including Passenger Liability) and Collision. These surcharges are not to be applied to coverages which are experience (fleet) rated.	These surcharges are applicable to Liability (including Passenger Liability), DCPD and Collision. These surcharges are not to be applied to coverages which are experience (fleet) rated.	Introduces new coverage.	This does not impact premiums.
325.A & B U.S. Exposure Surcharge	If this exposure is 5.0% or less of the 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 (Road Hazard and Passenger Hazard), Accident Benefits, Uninsured Automobile and END 44. Liability, Accident Benefits, Uninsured Automobile ... Physical Damage ... The Currency differential surcharge is 1. Applied only to the Liability premium (Road/Passenger Hazard).	If this exposure is 5.0% or less of the 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 (Road Hazard and Passenger Hazard), DCPD, Accident Benefits, Uninsured Automobile and END 44. Liability, DCPD, Accident Benefits, Uninsured Automobile ... Optional Physical Damage ... The Currency differential surcharge is 1. Applied only to the Liability premium (Road/Passenger Hazard), not DCPD.	Introduces new coverage.	This does not impact premiums.
327 Suspension and Reinstatement of Coverages – END 16/17	Liability, Accident Benefits and Collision as they relate to the use and operation of the described vehicles, new vehicles or temporary substitute vehicles may be suspended by means of END 16. ...	Liability, DCPD, Accident Benefits and Collision as they relate to the use and operation of the described vehicles, new vehicles or temporary substitute vehicles may be suspended by means of END 16. ...	Introduces new coverage.	This does not impact premiums.

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	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, DCPD 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.		
329 A & B "Home-Made" Vehicles/ Reconstructed/ Right Hand Drive/Imported Vehicles	B. Liability and Accident Benefits ... B. Physical Damage Coverage	B. Liability, DCPD and Accident Benefits ... B. Optional Physical Damage Coverage	Introduces new coverage.	This does not impact premiums.
332 Short-Term Rentals- Unspecified Lessees – Lease of 30 Days or Less	1. Liability, Physical Damage Class of Vehicle Premium Private Type Trailers Liability Non-Pleasure rate plus \$15 Physical Damage 250% of normal rate Motor Homes and Vehicles with mounted Camper Units Liability 250% of 07/0 rate Physical Damage 250% of Normal rate	1. Liability, DCPD and Optional Physical Damage Class of Vehicle Premium Private Type Trailers Liability Non-Pleasure rate plus \$15 Physical Damage 250% of normal rate Motor Homes and Vehicles with mounted Camper Units Liability 250% of 07/0 rate DCPD 250% of 07/0 rate Physical Damage 250% of Normal rate ... NOTE: No DCPD Premium is applicable on Private Trailers and Camper units	Introduces new coverage.	This does not impact premiums.
334.D Driver Training Vehicle Surcharge Table	1. Vehicles used only for Secondary School, College or University training courses. Coverage Equipped with dual controls Other Liability 35% 135%	1. Vehicles used only for Secondary School, College or University training courses. Coverage Equipped with dual controls Other Liability 35% 135% DCPD 35% 135%	Introduces new coverage.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
	Collision 0% 75% 2. Other Vehicles Equipped with Coverage dual controls Other Liability 70% 170% Collision 25% 100%	Collision 0% 75% 2. Other Vehicles Equipped with Coverage dual controls Other Liability 70% 170% DCPD 70% 170% Collision 25% 100%		
335.D.7 Fleets, New Application, Premium Calculation	7. Premium Calculation <u>Liability</u> ... <u>Physical Damage</u>	7. Premium Calculation <u>Liability and DCPD</u> ... <u>Optional Physical Damage</u>	Introduces new coverage.	This does not impact premiums.
338 Endorsements Applicable to POL 1 (Owner's Policy)	Liability or (TPL) means B.I. and P.D. Tort; Physical Damage means Optional Coverages – Loss or Damage (Collision, Comprehensive, Specified Perils)	Liability or (TPL) means B.I. and P.D. Tort; DCPD means Direct Compensation – Property Damage Physical Damage means Optional Coverages – Loss or Damage (Collision, Comprehensive, Specified Perils)	Introduces new coverage.	This does not impact premiums.
338 END 3 Rating	Calculate the coverage premiums applicable to the highest rated government vehicle that may be in the insured's custody as if he owned such a vehicle. Take into account driving record, type of vehicle, use and the coverage deductibles. Use the limit per occurrence as the vehicle's value for determining the rate group and, in respect of a commercial vehicle, assume the model year to be the current year. The charge for each coverage is this percentage of the calculated premium. Liability:20% Accident Benefits:50% Physical Damage:100%	Calculate the coverage premiums applicable to the highest rated government vehicle that may be in the insured's custody as if he owned such a vehicle. Take into account driving record, type of vehicle, use and the coverage deductibles. Use the limit per occurrence as the vehicle's value for determining the rate group and, in respect of a commercial vehicle, assume the model year to be the current year. The charge for each coverage is this percentage of the calculated premium. Liability/ DCPD.20% Accident Benefits:50% Optional Physical Damage: ...100%	Introduces new coverage.	This does not impact premiums.
338 END 5C Rating	The following premiums apply to the policy and are not specifically for the endorsement: 1. Liability, Collision, Comprehensive, Specified Perils:	The following premiums apply to the policy and are not specifically for the endorsement: 1. Liability, DCPD, Collision, Comprehensive, Specified Perils:	Introduces new coverage.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact																						
	<p>...</p> <table border="0"> <tr> <td style="padding-right: 20px;">Class of Vehicle</td> <td>Premium</td> </tr> <tr> <td>Private Type Trailers Liability</td> <td>Non-Pleasure rate plus \$15</td> </tr> <tr> <td>Physical Damage</td> <td>250% of normal rate</td> </tr> <tr> <td>Motor Homes and Vehicles with mounted Camper Units Liability</td> <td>250% of 07/0 rate</td> </tr> <tr> <td>Physical Damage</td> <td>250% of Normal rate</td> </tr> </table>	Class of Vehicle	Premium	Private Type Trailers Liability	Non-Pleasure rate plus \$15	Physical Damage	250% of normal rate	Motor Homes and Vehicles with mounted Camper Units Liability	250% of 07/0 rate	Physical Damage	250% of Normal rate	<p>...</p> <table border="0"> <tr> <td style="padding-right: 20px;">Class of Vehicle</td> <td>Premium</td> </tr> <tr> <td>Private Type Trailers Liability</td> <td>Non-Pleasure rate plus \$15</td> </tr> <tr> <td>Optional Physical Damage</td> <td>250% of normal rate</td> </tr> <tr> <td>Motor Homes and Vehicles with mounted Camper Units Liability</td> <td>250% of 07/0 rate</td> </tr> <tr> <td>DCPD</td> <td>250% of 07/0 rate</td> </tr> <tr> <td>Optional Physical Damage</td> <td>250% of Normal rate</td> </tr> </table> <p>...</p> <p>NOTE: No DCPD Premium is applicable on Private Trailers and Camper Units</p>	Class of Vehicle	Premium	Private Type Trailers Liability	Non-Pleasure rate plus \$15	Optional Physical Damage	250% of normal rate	Motor Homes and Vehicles with mounted Camper Units Liability	250% of 07/0 rate	DCPD	250% of 07/0 rate	Optional Physical Damage	250% of Normal rate		
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338 END 16 Title and Purpose	<p>Suspension of Coverage The Liability, Accident Benefits and Collision coverages in respect of a vehicle that is temporarily laid up may be suspended by means of END 16.</p>	<p>Suspension of Coverage The Liability, DCPD, Accident Benefits and Collision coverages in respect of a vehicle that is temporarily laid up may be suspended by means of END 16.</p>	Introduces new coverage.	This does not impact premiums.																						
338 END 19 Title and Purpose	<table border="0"> <tr> <td style="width: 30px; text-align: center;">19</td> <td style="padding-right: 10px;">Limitation of Amount</td> <td>Base physical damage premiums on estimated or appraised current value.</td> </tr> <tr> <td colspan="3">Provides that, in the event of loss or damage, the maximum amount of insurance under the physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the physical damage premiums are based on the estimated or appraised current value.</td> </tr> </table>	19	Limitation of Amount	Base physical damage premiums on estimated or appraised current value.	Provides that, in the event of loss or damage, the maximum amount of insurance under the physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the physical damage premiums are based on the estimated or appraised current value.			<table border="0"> <tr> <td style="width: 30px; text-align: center;">19</td> <td style="padding-right: 10px;">Limitation of Amount</td> <td>Base DCPD and optional physical damage premiums on estimated or appraised current value.</td> </tr> <tr> <td colspan="3">Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on</td> </tr> </table>	19	Limitation of Amount	Base DCPD and optional physical damage premiums on estimated or appraised current value.	Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on			Introduces new coverage.	This does not impact premiums.										
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Rule	Current Wording	Approved Wording	Change from current	Premium impact
		the estimated or appraised current value.		
338 END 30 Title and Purpose	Excluding Operation of Attached Machinery Excludes Liability and Accident Benefits coverage in respect of the ownership or use of machinery or apparatus mounted on or attached to the vehicle, while at the site of such use. END30 may not be used in conjunction with END 31.	Excluding Operation of Attached Machinery Excludes Liability, DCPD and Accident Benefits coverage in respect of the ownership or use of machinery or apparatus mounted on or attached to the vehicle, while at the site of such use. END30 may not be used in conjunction with END 31.	Introduces new coverage	This does not impact premiums.
RECREATIONAL SECTION				
400.B: Filed Underwriting Rules, Rules for refusing to provide or continue a coverage	3. Where a vehicle is licensed for road use and is used on roads as well as used for legal race or speed tests, 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. For DCPD coverage, establish rate group according to Rule 409: Motorcycle and Moped or Rule 411: Off Road Vehicles.	Introduces new coverage	This does not impact premiums
401.C Optional Physical Damage	C. Physical Damage (Collision, Comprehensive and Specified Perils)	C. Optional Physical Damage (Collision, Comprehensive and Specified Perils)	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
401.G Direct compensation - Property Damage	NEW	G. Direct Compensation – Property Damage (DCPD) No deductibles are applicable.	Introduces new coverage.	This does not impact premiums.
407.C Calculating Premium for Short Term Policies and Midterm Changes	Due to the nature of the following vehicles and the seasonal use to which they may be put, special premium calculation procedures are applicable to Liability, Accident Benefits, Collision, Uninsured Automobile and END 44 coverages if the period of insurance is less than 12 months either from addition or deletion of coverage or cancellation:	Due to the nature of the following vehicles and the seasonal use to which they may be put, special premium calculation procedures are applicable to Liability, DCPD, Accident Benefits, Collision, Uninsured Automobile and END 44 coverages if the period of insurance is less than 12 months either from addition or deletion of coverage or cancellation:	Introduces new coverage.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
408:2 Motorhome	<p>Commercial/Public Vehicles converted to Motorhomes Where the insured requires coverage on such a vehicle before the conversion has taken place, Liability, Accident Benefits and Uninsured Automobile coverage only may be provided. Physical damage coverage is not available.</p> <p>The vehicle will be rated in accordance with the rules in the Private Passenger section.</p> <p>Once the conversion or reconstruction of the vehicle is complete, the rating for the vehicle will be amended to that for a motorhome. An appraisal will be required before physical damage coverage can be added. The rate group for physical damage will be based on the appraised value. See Rule 432: Home Made Vehicles/Reconstruction The insurance shall be subject to END 19 (Limitation of Amount) which must be attached to the policy and a copy signed by the insured. END 19a (Valued automobile) is not available.</p> <p>...</p> <p>Physical Damage</p> <p>Except as otherwise stated for commercial/Public Vehicles being Converted to Motorhomes, rate groups are established as follows:</p> <p>If the value of the vehicle is less than \$15,000 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.</p> <p>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.</p>	<p>Commercial/Public Vehicles converted to Motorhomes Where the insured requires coverage on such a vehicle before the conversion has taken place, Liability, DCPD, Accident Benefits and Uninsured Automobile coverage only may be provided. Optional physical damage coverage is not available.</p> <p>The vehicle will be rated in accordance with the rules in the Private Passenger Section. The rate group for DCPD shall be based on the purchase price of the vehicle.</p> <p>Once the conversion or reconstruction of the vehicle is complete, the rating for the vehicle will be amended to that for a motorhome. An appraisal will be required before optional physical damage coverage can be added. The rate group for DCPD and optional physical damage will be based on the appraised value. See Rule 432: Home Made Vehicles/Reconstruction The insurance shall be subject to END 19 (Limitation of Amount) which must be attached to the policy and a copy signed by the insured. END 19a (Valued automobile) is not available.</p> <p>...</p> <p>Optional Physical Damage</p> <p>Except as otherwise stated for commercial/Public Vehicles being Converted to Motorhomes, rate groups are established as follows:</p> <p>If the value of the vehicle is less than \$15,000 the rate group for DCPD and 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.</p> <p>If the value of the vehicle is \$15,000 or more, the rate group for DCPD and physical damage (if purchased) must be established based on list</p>	Introduces new coverage.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
	END 19 is not required where the rate group is based on list price new.	price new. END 19 is not required where the rate group is based on list price new.		
408.3 Camper Unit	Physical Damage	Optional Physical Damage	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
408.4 Non-Pleasure Use	Other: Special rates found in the Schedule of Rates apply to Liability and Accident Benefits. There are no special rates applicable to Uninsured Automobile or physical damage coverage.	Other: Special rates found in the Schedule of Rates apply to Liability and Accident Benefits. There are no special rates applicable to Uninsured Automobile, DCPD or optional physical damage coverage.	Introduces new coverage.	This does not impact premiums.
409. B.B. Motorcycle Driving Record	A chargeable accident will affect the rating of the Liability and Collision coverages.	A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.	Introduces new coverage.	This does not impact premiums.
409. C Rating Notes – Optional Physical Damage	Rating Notes – Physical Damage 1. Vehicle Rate Group The limit chosen for END 19 (Limiting the Amount Paid for Loss or Damage Coverages) must include the value of the vehicle and any additional accessories and customization including sidecars. The vehicle's rate group is established from that amount using the Rating Group Table and the factors found on the Motorcycles and Mopeds rate pages. If the value of the vehicle is less than \$15,000 the rate group for physical damage (if purchased) will be based on the limit chosen by the insured. If the value of the vehicle is \$15,000 or more, the Rate Group for physical damage (if purchased) must be established in accordance with the following conditions: ... 6. Motorcycle/Moped Trailer Liability, Accident Benefits and Uninsured Automobile	Rating Notes – Optional Physical Damage 1. Vehicle Rate Group The limit chosen for END 19 (Limiting the Amount Paid for Loss or Damage Coverages) must include the value of the vehicle and any additional accessories and customization including sidecars. The vehicle's rate group is established from that amount using the Rating Group Table and the factors found on the Motorcycles and Mopeds rate pages. If the value of the vehicle is less than \$15,000 the rate group for DCPD and optional physical damage (if purchased) will be based on the limit chosen by the insured. If the value of the vehicle is \$15,000 or more, the Rate Group for DCPD and optional physical damage (if purchased) must be established in accordance with the following conditions: ... 6. Motorcycle/Moped Trailer Liability, DCPD, Accident Benefits and Uninsured Automobile	Introduces new coverage and clarifies that the application of physical damage coverage is optional.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
	No charge ... Physical Damage	No charge ... Optional Physical Damage and DCPD		
411. B.4 Snow Sleds, Toboggans or Komatiks	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 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. 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.	DCPD and 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 the rate group for DCPD and 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. If the value of the vehicle is \$15,000 or more, the rate group for DCPD and 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.	Introduces new coverage, clarifies that the application of physical damage coverage is optional and confirms the additional documents required to rate within specified parameters Proposed Rule harmonizes rating approach with other No-fault jurisdictions that would allow the bill of sale of newly acquired vehicles in place of an appraisal at the owner's expense.	This does not impact premiums.
412. B Antique and Classic Vehicles	B. Physical Damage	B. Rating Notes	Renames section as the appraised value may be used to determine the DCPD <i>and</i> Optional Physical Damage Rate Groups.	This does not impact premiums.

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Rule	Current Wording	Approved Wording	Change from current	Premium impact
412. C Antique and Classic Vehicles	<p>1. Liability, Accident Benefits, Uninsured Automobile: Charge 60% of private passenger rate Class 01 Driving Record 3 in the rating territory concerned.</p> <p>2. Physical Damage Rates per \$1,000 of the appraised value of the vehicles are shown in the Schedule of Rates.</p>	<p>1. Liability, DCPD, Accident Benefits, Uninsured Automobile: Charge 60% of private passenger rate Class 01 Driving Record 3 in the rating territory concerned.</p> <p>2. Optional Physical Damage Rates per \$1,000 of the appraised value of the vehicles are shown in the Schedule of Rates.</p>	Introduces new coverage and clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
424.C How to Allocate Chargeable Accidents	A chargeable accident will affect the rating of the Liability and Collision coverages.	A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.	Introduces new coverage.	This does not impact premiums.
425 Accident and Conviction Surcharges	These surcharges are applicable to Liability (including Passenger Liability) and Collision. These surcharges are not to be applied to coverages which are experience (fleet) rated.	These surcharges are applicable to Liability (including Passenger Liability), DCPD and Collision. These surcharges are not to be applied to coverages which are experience (fleet) rated.	Introduces new coverage.	This does not impact premiums.
427.A U.S. Exposure Surcharge	<p>If this exposure is 5.0% or less of the 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 (Road Hazard and Passenger Hazard), Accident Benefits, Uninsured Automobile and END 44.</p> <p>Liability, Accident Benefits, Uninsured Automobile, END 44 ...</p> <p>Physical Damage ... The Currency differential surcharge is 1. Applied only to the Liability premium Road/Passenger Hazard).</p>	<p>If this exposure is 5.0% or less of the 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 (Road Hazard and Passenger Hazard), DCPD, Accident Benefits, Uninsured Automobile and END 44.</p> <p>Liability, DCPD, Accident Benefits, Uninsured Automobile, END 44 ...</p> <p>Optional Physical Damage ... The Currency differential surcharge is 1. Applied only to the Liability premium Road/Passenger Hazard), not DCPD.</p>	Introduces new coverage.	This does not impact premiums.
432 A & B "Home-Made" Vehicles/ Reconstructed/ Right Hand	<p>A. Liability and Accident Benefits ...</p> <p>B. Physical Damage Coverage</p>	<p>A. Liability, DCPD and Accident Benefits ...</p> <p>B. Optional Physical Damage Coverage</p>	Introduces new coverage.	This does not impact premiums.

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Collision	0%	75%																																												
Coverage	Equipped with dual controls	Other																																												
Liability	70%	170%																																												
DCPD	70%	170%																																												
Collision	25%	100%																																												
438.D.7 Fleets, New Application, Premium Calculation	<p>7. Premium Calculation</p> <p><u>Liability</u></p> <p>...</p> <p><u>Physical Damage</u></p>	<p>7. Premium Calculation</p> <p><u>Liability and DCPD</u></p> <p>...</p> <p><u>Optional Physical Damage</u></p>	Introduces new coverage.	This does not impact premiums.																																										

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF RULE CHANGES FOR INSURANCE REFORMS EFFECTIVE JANUARY 1, 2021**

Rule	Current Wording	Approved Wording	Change from current	Premium impact																														
442 Endorsements Applicable to POL 1 (Owner's Policy)	Liability or (TPL) means B.I. and P.D. Tort; Physical Damage means Optional Coverages – Loss or Damage (Collision, Comprehensive, Specified Perils)	Liability or (TPL) means B.I. and P.D. Tort; DCPD means Direct Compensation – Property Damage Physical Damage means Optional Coverages – Loss or Damage (Collision, Comprehensive, Specified Perils)	Introduces new coverage.	This does not impact premiums.																														
442 END 3 Rating	Calculate the coverage premiums applicable to the highest rated government vehicle that may be in the insured's custody as if he owned such a vehicle. Take into account driving record, type of vehicle, use and the coverage deductibles. Use the limit per occurrence as the vehicle's value for determining the rate group and, in respect of a commercial vehicle, assume the model year to be the current year. The charge for each coverage is this percentage of the calculated premium. Liability:20% Accident Benefits:50% Physical Damage:100%	Calculate the coverage premiums applicable to the highest rated government vehicle that may be in the insured's custody as if he owned such a vehicle. Take into account driving record, type of vehicle, use and the coverage deductibles. Use the limit per occurrence as the vehicle's value for determining the rate group and, in respect of a commercial vehicle, assume the model year to be the current year. The charge for each coverage is this percentage of the calculated premium. Liability/ DCPD.20% Accident Benefits:50% Optional Physical Damage:100%	Introduces new coverage.	This does not impact premiums.																														
442 END 5C Rating	The following premiums apply to the policy and are not specifically for the endorsement: 1. Liability, Collision, Comprehensive, Specified Perils: ... <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Class of Vehicle</th> <th style="text-align: left;">Premium</th> </tr> </thead> <tbody> <tr> <td>Private Type Trailers</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Liability</td> <td>Non-Pleasure rate plus \$15</td> </tr> <tr> <td style="padding-left: 20px;">Physical Damage</td> <td>250% of normal rate</td> </tr> <tr> <td>Motor Homes and Vehicles with mounted Camper Units</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Liability</td> <td>250% of 07/0 rate</td> </tr> <tr> <td style="padding-left: 20px;">Physical Damage</td> <td>250% of Normal rate</td> </tr> </tbody> </table>	Class of Vehicle	Premium	Private Type Trailers		Liability	Non-Pleasure rate plus \$15	Physical Damage	250% of normal rate	Motor Homes and Vehicles with mounted Camper Units		Liability	250% of 07/0 rate	Physical Damage	250% of Normal rate	The following premiums apply to the policy and are not specifically for the endorsement: 1. Liability, DCPD, Collision, Comprehensive, Specified Perils: ... <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Class of Vehicle</th> <th style="text-align: left;">Premium</th> </tr> </thead> <tbody> <tr> <td>Private Type Trailers</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Liability</td> <td>Non-Pleasure rate plus \$15</td> </tr> <tr> <td style="padding-left: 20px;">Optional Physical Damage</td> <td>250% of normal rate</td> </tr> <tr> <td>Motor Homes and Vehicles with mounted Camper Units</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Liability</td> <td>250% of 07/0 rate</td> </tr> <tr> <td style="padding-left: 20px;">DCPD</td> <td>250% of 07/0 rate</td> </tr> <tr> <td style="padding-left: 20px;">Optional Physical Damage</td> <td>250% of Normal rate</td> </tr> </tbody> </table> ... NOTE: No DCPD Premium is applicable on Private Trailers and Camper Units	Class of Vehicle	Premium	Private Type Trailers		Liability	Non-Pleasure rate plus \$15	Optional Physical Damage	250% of normal rate	Motor Homes and Vehicles with mounted Camper Units		Liability	250% of 07/0 rate	DCPD	250% of 07/0 rate	Optional Physical Damage	250% of Normal rate	Introduces new coverage.	This does not impact premiums.
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**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF RULE CHANGES FOR INSURANCE REFORMS EFFECTIVE JANUARY 1, 2021**

Rule	Current Wording	Approved Wording	Change from current	Premium impact						
442 END 16 Title and Purpose	Suspension of Coverage The Liability, Accident Benefits and Collision coverages in respect of a vehicle that is temporarily laid up may be suspended by means of END 16.	Suspension of Coverage The Liability, DCPD, Accident Benefits and Collision coverages in respect of a vehicle that is temporarily laid up may be suspended by means of END 16.	Introduces new coverage.	This does not impact premiums.						
442 END 19 Title and Purpose	<table border="1"> <tr> <td>19</td> <td>Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the physical damage premiums are based on the estimated or appraised current value.</td> <td>Base physical damage premiums on estimated or appraised current value.</td> </tr> </table>	19	Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the physical damage premiums are based on the estimated or appraised current value.	Base physical damage premiums on estimated or appraised current value.	<table border="1"> <tr> <td>19</td> <td>Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on the estimated or appraised current value.</td> <td>Base DCPD and optional physical damage premiums on estimated or appraised current value.</td> </tr> </table>	19	Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on the estimated or appraised current value.	Base DCPD and optional physical damage premiums on estimated or appraised current value.	Introduces new coverage.	This does not impact premiums.
19	Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the physical damage premiums are based on the estimated or appraised current value.	Base physical damage premiums on estimated or appraised current value.								
19	Limitation of Amount Provides that, in the event of loss or damage, the maximum amount of insurance under the DCPD and optional physical damage sections of the policy is the actual cash value of the vehicle or the specified dollar amount (selected by the insured), whichever is less. The use of the endorsement is mandatory in respect of Motorcycles and Mopeds and all vehicles for which the DCPD and optional physical damage premiums are based on the estimated or appraised current value.	Base DCPD and optional physical damage premiums on estimated or appraised current value.								
442 END 30 Title and Purpose	Excluding Operation of Attached Machinery Excludes Liability and Accident Benefits coverage in respect of the ownership or use of machinery or apparatus mounted on or attached to the vehicle, while at the site of such use. END30 may not be used in conjunction with END 31.	Excluding Operation of Attached Machinery Excludes Liability, DCPD and Accident Benefits coverage in respect of the ownership or use of machinery or apparatus mounted on or attached to the vehicle, while at the site of such use. END30 may not be used in conjunction with END 31.	Introduces new coverage	This does not impact premiums.						
GARAGE SECTION										
604. Coverage Available	Unless otherwise stated, garage risks are written on POL 4 (Garage Automobile Policy) which provides Liability, Accident Benefits and UM while owned, customer and non-owned vehicles are being operated.	Unless otherwise stated, garage risks are written on POL 4 (Garage Automobile Policy) which provides Liability, DCPD, Accident Benefits and UM while owned, customer and non-owned vehicles are being operated.	Introduces new coverage	This does not impact premiums						

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
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Rule	Current Wording	Approved Wording	Change from current	Premium impact
604.D Physical Damage	D. Physical Damage – Owned and Non-Owned Vehicles	D. Optional Physical Damage – Owned and Non-Owned Vehicles	Clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
604.E Direct Compensation Property Damage	NEW	E. Direct Compensation Property Damage As provided in POL 4	Introduces new coverage	This does not impact premiums.
607: Territory and U.S Exposure	If this exposure is 5.0% or less of the total mileage, the surcharge shall be waived unless proof of insurance is required by authorities. In this case a 5% surcharge will apply to the Basic Garage Premium for Liability, Accident Benefits and Uninsured Automobile. Basic Garage Premium - Liability, Accident Benefits, Uninsured Automobile For each percentage point of mileage in the U.S. or other applicable jurisdiction, surcharge 1% of the applicable premium. ... Physical Damage For each percentage point of mileage in the U.S. or other applicable jurisdiction, surcharge .50% of the applicable premium.	If this exposure is 5.0% or less of the total mileage, the surcharge shall be waived unless proof of insurance is required by authorities. In this case a 5% surcharge will apply to the Basic Garage Premium for Liability, DCPD, Accident Benefits and Uninsured Automobile. Basic Garage Premium - Liability, DCPD, Accident Benefits, Uninsured Automobile For each percentage point of mileage in the U.S. or other applicable jurisdiction, surcharge 1% of the applicable premium. ... Optional Physical Damage For each percentage point of mileage in the U.S. or other applicable jurisdiction, surcharge .50% of the applicable premium.	Introduces new coverage and clarifies that the application of physical damage coverage is optional.	This does not impact premiums.
608.B Currency Differential Surcharge	The currency differential surcharge is: Applied only to the Liability premium	The currency differential surcharge is: Applied only to the Liability premium (Not DCPD)	Clarifies that the currency differential surcharge is not applicable to DCPD coverage	This does not impact premiums.
621.A Rating	A. Liability Determine class (Automobile Dealer, Service Station, Repair Garage etc.), number of staff units and limit of Liability. a) Multiply the number of staff units by the appropriate staff unit rate.	A. Liability and DCPD Determine class (Automobile Dealer, Service Station, Repair Garage etc.), number of staff units and limit of Liability. a) Multiply the number of staff units by the appropriate staff unit rate.	Introduces new coverage	This does not impact premiums.

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF RULE CHANGES FOR INSURANCE REFORMS EFFECTIVE JANUARY 1, 2021**

Rule	Current Wording	Approved Wording	Change from current	Premium impact
	<p>b) Multiply the result by the increased limit factor if limits in excess of \$200,000 are required.</p> <p>c) Add any applicable accident and conviction surcharge.</p>	<p>b) Multiply the result by the increased limit factor if limits in excess of \$200,000 are required.</p> <p>c) Add any applicable accident and conviction surcharge.</p>		
622.D.3 Additional Charges to the Basic Garage Premium	<p>3. Accident Surcharge The surcharge for at fault accidents applied to Liability, Owned Automobiles Collision and Legal Liability for Customers' Automobiles is 10% for each at fault accident up to and including 5. For each additional accident above 5, the surcharge is 20%. Accidents will only be considered if they occurred in the 36 months preceding the commencement date of the policy term</p>	<p>3. Accident Surcharge The surcharge for at fault accidents applied to Liability, DCPD, Owned Automobiles Collision and Legal Liability for Customers' Automobiles is 10% for each at fault accident up to and including 5. For each additional accident above 5, the surcharge is 20%. Accidents will only be considered if they occurred in the 36 months preceding the commencement date of the policy term</p>	Introduces new coverage	This does not impact premiums
622.E Convictions Surcharging the Basic Garage Premium	Once determined, this surcharge is applied to Liability, Owned Automobiles Collision and Legal Liability for Customers' Automobiles. This surcharge should apply to one staff unit only.	Once determined, this surcharge is applied to Liability, DCPD, Owned Automobiles Collision and Legal Liability for Customers' Automobiles. This surcharge should apply to one staff unit only.	Introduces new coverage	This does not impact premiums
624.C Automobile Dealers, Dealer Plates	<p>The dealer plate rate is calculated follows:</p> <ul style="list-style-type: none"> • Private passenger vehicles are rated Class 10 to 13 for principal operators licenced less than 9 years or Class 07 if licenced 9 or more years using rate group 12 for physical damage and rate group 10 for Accident Benefits. • Commercial type vehicles are rated Class 10 to 13 for principal operators licenced less than 9 years or Class 44 if licenced 9 or more years using rate group 10 for physical damage. • Recreational Vehicles are rated as licenced 4 or less years in the over 750 cc category for motorcycles. All terrain vehicles are to be rated as heavy. Use rate group 12 for motorcycles and motor homes and rate group 11 for all terrain and snow vehicles. 	<p>The dealer plate rate is calculated follows:</p> <ul style="list-style-type: none"> • Private passenger vehicles are rated Class 10 to 13 for principal operators licenced less than 9 years or Class 07 if licenced 9 or more years using rate group 12 for DCPD and optional physical damage and rate group 10 for Accident Benefits. • Commercial type vehicles are rated Class 10 to 13 for principal operators licenced less than 9 years or Class 44 if licenced 9 or more years using rate group 10 for DCPD and optional physical damage. • Recreational Vehicles are rated as licenced 4 or less years in the over 750 cc category for motorcycles. All terrain vehicles are to be rated as heavy. Use rate group 12 for motorcycles and motor homes and rate group 11 for all terrain and snow vehicles. 	Introduces new coverage	This does not impact premiums

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF RULE CHANGES FOR INSURANCE REFORMS EFFECTIVE JANUARY 1, 2021**

Rule	Current Wording	Approved Wording	Change from current	Premium impact
629: Tow Trucks Tow Trucks incidental to All Other Garage Operations, For each Tow Truck	POL 4 - Charge the staff unit rate for Liability, Accident Benefits and Uninsured Automobile according to the type of garage operation (Repair, Service Station, Storage Garage). If the garage operation is other than a Repair, Service Station or Storage Garage, charge Storage Garage rates or Service Station rates if the Insured does not store vehicles.	POL 4 - Charge the staff unit rate for Liability, DCPD, Accident Benefits and Uninsured Automobile according to the type of garage operation (Repair, Service Station, Storage Garage). If the garage operation is other than a Repair, Service Station or Storage Garage, charge Storage Garage rates or Service Station rates if the Insured does not store vehicles.	Introduces new coverage	This does not impact premiums
629: Tow Trucks Tow Trucks Not Incidental To A Garage Operation	For Each Tow Truck POL 1 - Charge Class 43 + 50% for Liability and Class 43 for all other coverage regardless of the radius of operations within the same province. The driving record is determined in the Commercial Section of the manual. POL 4 or END 27B – To provide Legal Liability for Damage to Customer Autos, END 27B may be added to POL 1 or POL 4 may be issued. For POL 4, charge the Service Station staff unit rate for Liability, Accident Benefits and Uninsured Automobile. If using END 27B, include this staff unit rate in the premium charged under END 27B.	For Each Tow Truck POL 1 - Charge Class 43 + 50% for Liability and DCPD and Class 43 for all other coverage regardless of the radius of operations within the same province. The driving record is determined in the Commercial Section of the manual. POL 4 or END 27B – To provide Legal Liability for Damage to Customer Autos, END 27B may be added to POL 1 or POL 4 may be issued. For POL 4, charge the Service Station staff unit rate for Liability, DCPD, Accident Benefits and Uninsured Automobile. If using END 27B, include this staff unit rate in the premium charged under END 27B.	Introduces new coverage	This does not impact premiums.
630: Driveways	Please see the definition found under Rule 601. These risks are written on POL 4 with END 71. Use Service Station rates for Liability and Accident Benefits based on the number of staff units and add each of the applicable following premiums: For each owner and full time employee The premium for Liability and Accident Benefits is to be calculated for each owner and full time employee by using Class 07 rates or Class 10-13 if the principal operator is licenced less than 9 years.	Please see the definition found under Rule 601. These risks are written on POL 4 with END 71. Use Service Station rates for Liability, DCPD and Accident Benefits based on the number of staff units and add each of the applicable following premiums: For each owner and full time employee The premium for Liability, DCPD and Accident Benefits is to be calculated for each owner and full time employee by using Class 07 rates or Class 10-13 if the principal operator is licenced less than 9 years. The rate group and premium for DCPD is calculated as outlined under Legal Liability for	Introduces new coverage	This does not impact premiums.

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SUMMARY OF RULE CHANGES FOR INSURANCE REFORMS EFFECTIVE JANUARY 1, 2021**

Rule	Current Wording	Approved Wording	Change from current	Premium impact
	<p>...</p> <p>If the Insured is delivering more than one vehicle by means of driving one and towing or piggybacking others, then charge an additional premium as follows using Liability and Accident Benefit premium:</p>	<p>Customer Automobiles except substitute the words 'DCPD' premium for 'Collision premium'.</p> <p>...</p> <p>If the Insured is delivering more than one vehicle by means of driving one and towing or piggybacking others, then charge an additional premium as follows using Liability, DCPD and Accident Benefit premium:</p>		
631: Bailliff	<p>Use Service Station rates for Liability and Accident Benefits based on the number of staff units and add each of the applicable following premiums:</p> <p>For each owner and full time employee: The premium for Liability and Accident Benefits is calculated for each owner and full time employee using Class 07 rates or Class 10-13 if the principal operator is licenced less than 9 years.</p>	<p>Use Service Station rates for Liability, DCPD and Accident Benefits based on the number of staff units and add each of the applicable following premiums:</p> <p>For each owner and full time employee: The premium for Liability, DCPD and Accident Benefits is calculated for each owner and full time employee using Class 07 rates or Class 10-13 if the principal operator is licenced less than 9 years.</p> <p>The rate group and premium for DCPD is calculated as outlined under Legal Liability for Customer Automobiles except substitute the words 'DCPD' premium for 'Collision premium'.</p>	Introduces new coverage	This does not impact premiums.
632: Auctions	<p>Please see Rule 601: Definitions. These risks are written on POL 4 with END 71. Use Storage Garage rates for Liability and Accident Benefits based on the number of staff units and add the following premium:</p> <p>For each owner and full time employee: The premium for Liability and Accident Benefits is to be calculated for each owner and full time employee by using Class 07 rates or Class 10-13 if the principal operator is licenced less than 9 years.</p>	<p>Please see Rule 601: Definitions. These risks are written on POL 4 with END 71. Use Storage Garage rates for Liability, DCPD and Accident Benefits based on the number of staff units and add the following premium:</p> <p>For each owner and full time employee: The premium for Liability, DCPD and Accident Benefits is to be calculated for each owner and full time employee by using Class 07 rates or Class 10-13 if the principal operator is licenced less than 9 years.</p> <p>The rate group and premium for DCPD is calculated as outlined under Legal Liability for Customer Automobiles except substitute the words 'DCPD' premium for 'Collision premium'.</p>	Introduces new coverage.	This does not impact premiums.

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
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Rule	Current Wording	Approved Wording	Change from current	Premium impact
Rule 636: Auto Hauler	The vehicle must be insured on POL 1. A cargo policy must be purchased if legal liability for damage to vehicles being carried is required while in transit. The insured may purchase POL 4 with END 71 to cover the exposure for loading and unloading vehicles. Item 3 of the policy declaration must state "loading and unloading vehicles from auto hauler". Use Storage Garage rates for Liability and Accident Benefits and Legal Liability for Damage to Customers Automobiles based on the number of staff units.	The vehicle must be insured on POL 1. A cargo policy must be purchased if legal liability for damage to vehicles being carried is required while in transit. The insured may purchase POL 4 with END 71 to cover the exposure for loading and unloading vehicles. Item 3 of the policy declaration must state "loading and unloading vehicles from auto hauler". Use Storage Garage rates for Liability, DCPD and Accident Benefits and Legal Liability for Damage to Customers Automobiles based on the number of staff units.	Introduces new coverage.	This does not impact premiums.



June 2020

**Manual of Rules and Rates
NEWFOUNDLAND & LABRADOR**

**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 Newfoundland & Labrador:

- 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.

This information is 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.

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1 2020 (NEW BUSINESS & RENEWALS)**

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
<p>Rule 200.A: Filed Underwriting Rules, The Insurer's rules for declining to issue, terminating or refusing to renew a contract (Continued)</p>	<p>5. The application is incomplete, has not been signed by the Applicant, or has not been bound by the Agent/Broker.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>9. Non-payment of premium for the current policy period (for purposes of termination only).</p> <p>10. A Private Passenger or Commercial risk with the sole reason for entry into Facility Association of a prior lapse in insurance coverage of 24 months or more will be non-renewed after 1 term (6 or 12 months).</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>8. Non-payment of premium for the current policy period (for purposes of termination only).</p> <p>9. A Private Passenger or Commercial risk with the sole reason for entry into Facility Association of a prior lapse in insurance coverage of 24 months or more will be non-renewed after 1 term (6 or 12 months).</p> <p>NOTE: Certain Endorsements 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.</p> <p>See Rule 213: Endorsement Forms/Wordings</p>	<p>Wording relocated from Rule 213.</p>	<p>This will not impact premium.</p>

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SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1 2020 (NEW BUSINESS & RENEWALS)**

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
<p>Rule 200.B: Filed Underwriting Rules, Rules for refusing to provide or continue a coverage</p>	<p>B. Rules for refusing to provide or continue a coverage are:</p> <p>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:</p> <p>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;</p> <p>or</p> <p>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.</p> <p>* 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.</p>	<p>B. Rules for refusing to provide or continue a coverage are:</p> <p>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:</p> <p>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;</p> <p>* 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.</p> <p>or</p> <p>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.</p> <p>Will be subject to the following coverage limitations: i) Maximum \$1 million Third Party Liability (Bodily Injury and Property Damage) limit; ii) Optional physical damage coverage shall not be provided; iii) Completion of U.S. Filings shall not be provided.</p>	<p>Revises coverage available to Insureds with a prior misrepresentation, non-disclosure or Insurance Fraud conviction within the last 36 months.</p> <p>Revises coverage available to Insureds with a prior misrepresentation, non-disclosure or Insurance Fraud conviction within the last 36 months.</p>	<p>This may impact coverage offered to Insureds.</p> <p>This may impact coverage offered to Insureds.</p>

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SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1 2020 (NEW BUSINESS & RENEWALS)**

Rule	Current Wording	Approved Wording	Change from Current	Premium impact												
<p>Rule 200.D: Filed Underwriting Rules, Supplementary Underwriting Documents</p>	<p>NEW</p>	<p>D. Supplementary Underwriting Documents</p> <p>The following documents are to be supplied to the Servicing Carrier in the circumstances described below, for the frequency specified. Failure to supply the following may result in policy cancellation, in accordance with Rule 200.A.6.</p> <table border="1" data-bbox="1045 516 1633 1417"> <thead> <tr> <th data-bbox="1045 516 1308 621">Document Type</th> <th data-bbox="1308 516 1472 621">Oldest Report date permitted</th> <th data-bbox="1472 516 1633 621">Frequency required</th> </tr> </thead> <tbody> <tr> <td data-bbox="1045 621 1308 829"> <p>Articles of Incorporation: Where the Named Insured is an incorporated entity, or is a limited liability company.</p> </td> <td data-bbox="1308 621 1472 829">Date of last revision</td> <td data-bbox="1472 621 1633 829">New Business</td> </tr> <tr> <td data-bbox="1045 829 1308 1190"> <p>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 traveling into the U.S.</p> </td> <td data-bbox="1308 829 1472 1190">90 days from date report was generated</td> <td data-bbox="1472 829 1633 1190">New Business*, Renewals</td> </tr> <tr> <td data-bbox="1045 1190 1308 1417"> <p>International Fuel Tax Assessment (IFTA): On all vehicles with 'IRP' plates, traveling outside the jurisdiction of registration, including into the</p> </td> <td data-bbox="1308 1190 1472 1417">Prior four (4) quarters, including any reassessments, immediately preceding</td> <td data-bbox="1472 1190 1633 1417">New Business*, Renewals</td> </tr> </tbody> </table>	Document Type	Oldest Report date permitted	Frequency required	<p>Articles of Incorporation: Where the Named Insured is an incorporated entity, or is a limited liability company.</p>	Date of last revision	New Business	<p>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 traveling into the U.S.</p>	90 days from date report was generated	New Business*, Renewals	<p>International Fuel Tax Assessment (IFTA): On all vehicles with 'IRP' plates, traveling outside the jurisdiction of registration, including into the</p>	Prior four (4) quarters, including any reassessments, immediately preceding	New Business*, Renewals	<p>Specifies the types of documents and frequency of updates required to underwrite a risk.</p> <p>This document will confirm insurable interest.</p> <p>This document will evaluate a carrier's safety rating, mileage and loss history in the U.S.</p> <p>This document will confirm out-of-province and U.S. exposure.</p>	<p>This will not impact premiums, but may impact coverage offered to Insureds.</p> <p>This will not impact premiums, but may impact coverage offered to Insureds.</p> <p>This will not impact premiums, but may impact coverage offered to Insureds.</p> <p>This will not impact premiums, but may impact coverage offered to Insureds.</p>
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Rule	Current Wording	Approved Wording			Change from Current	Premium impact
Rule 200.D: Filed Underwriting Rules, Supplementary Underwriting Documents (Continued)		U.S. Documents supplied must be issued by the Federal Authority, or Provincial Authority of the jurisdiction of vehicle registration.	the effective date of the policy.		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.
		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		
		Prior Insurance Carrier Loss History/Experience Reports (Fleet Rated policies 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.	30 days from date report/letter was generated	New Business		
					Document is required to evaluate prior loss history on fleet-rated risks only.	This will not impact premiums, but may impact coverage offered to Insureds.

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Rule	Current Wording	Approved Wording			Change from Current	Premium impact
Rule 200.D: Filed Underwriting Rules, Supplementary Underwriting Documents (Continued)		Refer to Rule 209: Driving Record, for Individually-Rated Commercial Policies.			This document will confirm that insured vehicle(s) meet provincial safety requirements. This document will confirm insurable interest, registered gross vehicle weight, vehicle branding and type of plating (i.e. Commercial, IRP, and Unplated).	This will not impact premiums, but may impact coverage offered to Insureds. This will not impact premiums, but may impact coverage offered to Insureds. This will not impact premiums, but may impact coverage offered to Insureds.
		Safety Fitness Certificate: On vehicles with a Gross Vehicle Weight exceeding 4,500kg. Document supplied must be issued by the Provincial Authority of the jurisdiction of vehicle registration.	365 days from date report was generated	New Business, Vehicle Additions		
		Vehicle Registration: Complete document with vehicle plate/permit portions indicating that vehicle is registered to the Named Insured. Document supplied must be issued by the Provincial Authority of the jurisdiction of vehicle registration.	Date of last revision	New Business, Vehicle Additions		
		*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.				

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Rule	Current Wording	Approved Wording	Change from Current	Premium impact
<p>Rule 201.A:</p> <p>Coverages Available and Minimum Deductibles, Liability</p>	<p>A. Liability Not more than \$2,000,000 except:</p> <ul style="list-style-type: none"> •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. <p>NOTE: If the Liability limit chosen by the Applicant 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.</p> <p>If the policy is issued for a Liability limit greater than \$1,000,000 and proof of insurance is issued, the amounts shown on the proof of insurance may not exceed those required by the authority concerned.</p> <p>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.</p> <p>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.</p>	<p>A. Liability Not more than \$2,000,000 except:</p> <ul style="list-style-type: none"> •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. <p>The Servicing Carrier reserves the right to decline the application of a liability limit over \$2 million.</p> <p>NOTE: 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.</p> <p>If the policy is issued for a Liability limit greater than \$1,000,000 and proof of insurance is issued, the amounts shown on the proof of insurance may not exceed those required by the authority concerned.</p> <p>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.</p> <p>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.</p>	<p>Replaces the term "Applicant" with "Named Insured"</p> <p>Allows the Servicing Carrier to decline the application of a liability limit over \$2 million.</p> <p>Replaces the term "Applicant" with "Named Insured".</p> <p>Replaces the term "towing" with "attached"</p>	<p>This will not impact premiums.</p> <p>This will not impact premiums, but may impact coverage offered to Insureds.</p> <p>This will not impact premiums.</p> <p>This will not impact premiums.</p>

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Rule 201.A: Coverages Available and Minimum Deductibles, Liability (Continued)	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.																										
Rule 201.C: Coverages Available and Minimum Deductibles, Physical Damage	<p>C. Physical Damage</p> <p>Physical damage shall not be provided or continued for Commercial/Interurban Vehicles valued at \$1,000,000 or more.</p> <p>All Perils coverage is no longer available.</p> <p>Physical damage shall not be provided for Off-Road Commercial Vehicles e.g. logging trucks used solely in the bush.</p> <p>Under this coverage, a motor vehicle and one or more trailers are separate automobiles, consequently, different deductibles for trailers and towing vehicles are permitted.</p> <p>a) Minimum Deductibles</p> <table border="1"> <thead> <tr> <th align="center">Rate Groups</th> <th align="center">Minimum Deductible</th> </tr> </thead> <tbody> <tr> <td>15 and under</td> <td>\$500</td> </tr> <tr> <td>16 – 18</td> <td>\$1,000</td> </tr> <tr> <td>19 – 21</td> <td>\$2,500</td> </tr> <tr> <td>22 and over</td> <td>5% of List Price New rounded to the nearest \$250 (minimum deductible \$2,500).</td> </tr> <tr> <td>All RGs</td> <td>END 40 is mandatory on any vehicles with prior fire claims within the past 60 months</td> </tr> </tbody> </table>	Rate Groups	Minimum Deductible	15 and under	\$500	16 – 18	\$1,000	19 – 21	\$2,500	22 and over	5% of List Price New rounded to the nearest \$250 (minimum deductible \$2,500).	All RGs	END 40 is mandatory on any vehicles with prior fire claims within the past 60 months	<p>C. Optional Physical Damage Coverage and Deductibles</p> <p>All Perils coverage is no longer available.</p> <p>No optional physical damage coverage shall be provided or offered for commercial vehicles valued at \$1,000,000 or more.</p> <p>Optional physical damage coverage shall not be provided for off-road commercial vehicles e.g. logging trucks used solely in the bush.</p> <p>Under this coverage, a motor vehicle and one or more trailers are separate automobiles, consequently, different deductibles for trailers and towing vehicles are permitted.</p> <p>a) Minimum Deductibles for Light Commercial Vehicles (Gross Vehicle Weight Under 4,500 kg)</p> <p>The deductibles are to be no less than:</p> <table border="1"> <thead> <tr> <th align="center">Rate Groups</th> <th align="center">Minimum Deductible</th> </tr> </thead> <tbody> <tr> <td>15 and under</td> <td>\$500</td> </tr> <tr> <td>16 – 18</td> <td>\$1,000</td> </tr> <tr> <td>19 – 21</td> <td>\$2,500</td> </tr> <tr> <td>22 and over</td> <td>10% of List Price New rounded to the nearest \$500 (minimum deductible \$5,000).</td> </tr> <tr> <td>END 40</td> <td>END 40 is mandatory on any vehicles with prior fire claims within the past 60 months</td> </tr> </tbody> </table>	Rate Groups	Minimum Deductible	15 and under	\$500	16 – 18	\$1,000	19 – 21	\$2,500	22 and over	10% of List Price New rounded to the nearest \$500 (minimum deductible \$5,000).	END 40	END 40 is mandatory on any vehicles with prior fire claims within the past 60 months	<p>Splits Optional Physical Damage deductibles between LCV and HCV. Minimum deductible offered.</p>	<p>This may impact premiums of clients who now require an increased deductible.</p>
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<p>Rule 201.C: Coverages Available and Minimum Deductibles, Physical Damage (Continued)</p>	<p>Example: If list price new of Class 42 Sand & Gravel truck is \$122,000 10 % is \$12,200. The deductible shall be \$12,250 and the rating factor for \$2,500 or more applies.</p> <p>NOTE: For risks with claims, refer to the chart below. Where a risk is eligible for one deductible based on rate group and another based on claims, the higher deductible applies.</p>	<p>b) Minimum Deductibles for Heavy Commercial Vehicles (Gross Vehicle Weight 4,500kg and Over)</p> <p>The following deductibles are based on Vehicle List Price New, including the cost of any customizations and attached equipment. Deductibles are to be rounded to the nearest \$500 and are to be no less than:</p> <table border="1" data-bbox="1045 540 1633 935"> <thead> <tr> <th>List Price New</th> <th>Minimum Deductible</th> </tr> </thead> <tbody> <tr> <td>Vehicle Make and Model listed in Commercial Rate Group Table I</td> <td>10% of List Price New (minimum deductible \$5,000).</td> </tr> <tr> <td><\$50,001</td> <td>10% of List Price New</td> </tr> <tr> <td>\$50,001-\$75,000</td> <td>12% of List Price New</td> </tr> <tr> <td>\$75,001 - \$100,000</td> <td>15% of List Price New</td> </tr> <tr> <td>\$100,001 - \$125,000</td> <td>20% of List Price New</td> </tr> <tr> <td>\$125,001 and Over</td> <td>25% of List Price New</td> </tr> <tr> <td>END 40</td> <td>END 40 is mandatory on any vehicles with prior fire claims within the past 60 months</td> </tr> </tbody> </table>	List Price New	Minimum Deductible	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	\$50,001-\$75,000	12% of List Price New	\$75,001 - \$100,000	15% of List Price New	\$100,001 - \$125,000	20% of List Price New	\$125,001 and Over	25% of List Price New	END 40	END 40 is mandatory on any vehicles with prior fire claims within the past 60 months	<p>Outlines the minimum deductible requirements for Heavy Commercial Vehicles.</p>	<p>This may impact premiums of clients who now require an increased deductible.</p>
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		<p>Example: If list price new of Class 42 Sand & Gravel truck is \$122,000, 20% is \$24,400. The deductible shall be \$24,500 and the rating factor for \$2,500 or more applies.</p> <p>c) Minimum Deductibles based on Prior Loss Experience</p> <p>For risks with claims, refer to the chart below. Where a risk is eligible for one deductible based on rate group and another based on claims, the higher deductible applies.</p>	<p>Updates an example based on proposed rule</p> <p>Section "c)" created for clarity and updates the minimum deductible offered based on</p>	<p>This will not impact premiums.</p> <p>This may impact premiums of clients who now require an increased deductible, or who may no longer</p>																

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Rule 201.C: Coverages Available and Minimum Deductibles, Physical Damage (Continued)	<p>on Comprehensive only. Only if the Insured has sustained three Collision losses as well, would \$1,000 deductible be applied to the Collision coverage.</p> <p>b) Vehicles insured for Comprehensive/Specified Perils only shall be renewed once and then lapsed at the next renewal if there is no other vehicle with Liability coverage on the policy. Vehicles insured for Comprehensive/Specified Perils only shall not be written as new business.</p>	<p>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.</p> <p>d) Vehicles Insured for Comprehensive or Specified Perils Coverage Only</p> <p>If Statutory coverages (Liability, Accident Benefits, DCPD, 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.</p> <p>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.</p> <p>Vehicles insured for Comprehensive/Specified Perils only shall not be written as new business.</p>	<p>New section "d)" created. Wording relocated from Rule 201.F and clarifies existing rule regarding vehicles insured for Comp/S.P. only.</p>	<p>This will not impact premiums.</p>
Rule 201.F: Coverages Available and Minimum Deductibles, Minimum Coverage	<p>F: 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:</p> <p>Exception When an automobile is temporarily out of use and in storage:</p> <p>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. In no event shall a refund be granted for any cancellation period of less than sixty (60) consecutive days.</p>	<p>F: 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.</p> <p>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'.</p> <p>The endorsement may be used in respect of most private passenger and commercial-type vehicles. In</p>	<p>Clarifies existing rule to indicate that it applies to individually rated commercial policies only.</p>	<p>This will not impact premiums.</p>

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Rule	Current Wording	Approved Wording	Change from Current	Premium impact
<p>Rule 201.F:</p> <p>Coverages Available and Minimum Deductibles, Minimum Coverage (Continued)</p>	<p>Suspended coverages are reinstated by means of END 17.</p> <p>Note: END 44 may remain on a policy where 'moving' coverages have been suspended by means of END 16.</p> <p>b) In the case of an existing policy that includes Comprehensive or Specified Perils coverage, coverages other than Comprehensive or Specified Perils may be deleted.</p> <p>Note: Neither (a) nor (b) above is applicable for the following:</p> <ul style="list-style-type: none"> • Vehicles for which proof of insurance is issued or filed • 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 <p>1. 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.</p>	<p>no event shall a refund be granted for any suspension of less than sixty (60) consecutive days.</p> <p>Suspended coverages are reinstated by means of END 17.</p> <p>Note: END 44R 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.</p> <p>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. <i>Refer to Rule 201.E.d: Vehicles Insured for Comprehensive or Specified Perils Coverage Only, for conditions.</i></p> <p>Note: If all coverages except Comprehensive or Specified Perils are deleted entirely, END 44R must be deleted as well.</p> <p>Statutory Minimum coverage is to be maintained at all times on policies where the following conditions exist:</p> <ul style="list-style-type: none"> • Vehicles for which proof of insurance is issued or filed; • Recreational vehicles to which the Recreational Section applies; • Vehicles that were never intended to be driven (e.g. vehicles in a collection); • Vehicles held for sale whether or not on an auto dealer's lot; • Experience rated risks <p>...</p>	<p>Revises rule to indicate that coverages can be suspended for a maximum of 90 days.</p> <p>Clarifies rule to indicate under which conditions suspension of coverage will not be permitted.</p> <p>Wording relocated to proposed Rule 201.C,d)</p>	<p>This may impact premium if suspension is required for a period over 90 days.</p> <p>This has no impact on premium</p> <p>This has no impact on premium.</p>

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<p>Rule 201.F: Coverages Available and Minimum Deductibles, Minimum Coverage (Continued)</p>	<p>2. 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.</p> <p>3. In the case of a new application, a policy may not be issued for Comprehensive or Specified Perils only.</p>	<p>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.</p> <p>Out of use: The vehicle will not be driven either by the Insured or by garage personnel or potential purchasers.</p> <p>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.</p>	<p>Wording relocated to proposed Rule 201.C,d)</p> <p>Definitions added for consistency across all provinces.</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>
<p>Rule 203.A.: Binding Coverage – New Policies, Requirements/Procedures for Binding New Policies</p>	<p>A. Requirements/Procedures for Binding New Policies</p> <p>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.</p> <p>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.</p>	<p>A. Requirements/Procedures for Binding New Policies</p> <p>1) The Agent/Broker must have a fully completed application signed by the Named Insure(s) of the vehicle(s) detailing all information on the risk.</p> <p>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.</p> <p>Refer to Rule 204: New Policies for additional Information as to who may enter into a contract of Insurance.</p>	<p>Replaces the term “Applicant” with “Named Insured”</p>	<p>This has no impact on premium.</p>

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Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies		<p>A. Name of the Insured and Who may Apply for Insurance</p> <p>The contract of Insurance may be in the name of: a) An Individual; OR b) Partnership (unincorporated); OR c) Limited Liability Company (incorporated).</p> <p>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.</p> <p>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.</p> <p>Two or More Names as Named Insured:</p> <p>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 are required to sign the request for cancellation.</p> <p>Where an application is received for vehicle(s) registered in two or more limited liability companies, separate policies may be required. Copies of the Articles of Incorporation for all registered entities must be reviewed by the Servicing Carrier to establish common ownership.</p> <p>The Servicing Carrier reserves the right to require separate applications for policies where common ownership cannot be established.</p>	<p>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.</p> <p>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.</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>

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Rule	Current Wording	Approved Wording	Change from Current	Premium impact
<p>Rule 204: New Policies (Continued)</p>	<p>A. Application Form</p> <p>Every application for insurance must be made on the current approved Standard Application Form and must be fully completed and signed by both the Applicant and Agent/Broker where required. See also Rule 204:D. Computer Generated Application Forms.</p> <p>Commercial, garage, public, experience rated and some specially rated risks will require completion of supplementary questionnaires.</p> <p>A copy of the valid registration for all owned vehicles being insured, regardless of vehicle type or use, will be required with the application. If the registration cannot be submitted with the application, a copy of the registration is required within 30 days of binding coverage.</p> <p>Where a copy of the registration is not provided, the following shall apply:</p> <ul style="list-style-type: none"> • Policy shall be issued with all vehicles at the correct premium. 	<p>Two or more limited liability companies linked by common management will require separate policies if rated individually. Refer to Rule 239: Fleets, if policy is fleet rated.</p> <p>Separate policies may not be required of the policy insures a combination of owned and leased vehicles. Refer to Rule 237: Long Term Leases-Specified Lessees - Leases Exceeding 30 Days.</p> <p>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.</p> <p>B. Application Form</p> <p>Every application for insurance must be made on the current approved Standard Application Form and must be fully completed and signed by both the Named Insured(s) and Agent/Broker where required. See also Rule 204:E. Computer Generated Application Forms.</p> <p>Commercial, garage, public, experience rated and some specially rated risks will require completion of supplementary questionnaires.</p> <p>A copy of the valid registration for all owned vehicles being insured, regardless of vehicle type or use, will be required with the application.</p> <p>Refer to Rule 200.D for a list of Supplementary Underwriting documents that may be required when binding a new risk.</p>	<p>Renumbers section and replaces the term "Applicant" with "Named Insured"</p> <p>Refers Users back to Rule 200 for a complete list of supplementary info that may be required</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>

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<p>Rule 204: New Policies (Continued)</p>	<p>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.</p> <p>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.</p> <p>F. Name of the Insured Insurance contracts must be made with individuals who have both the capacity to contract and are legal</p>	<p>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.</p> <p>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.</p> <p>G. No Prior Insurance with Out of Province including U.S. Exposure</p> <p>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.</p> <p>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% U.S. Exposure.</p> <p>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.</p>	<p>Outlines rating action to take place in the event that a Named Insured has no prior insurance and is unable to supply the documentation outlined under Rule 200.D.</p>	<p>This will impact premiums of clients with no prior insurance and travel out-of-province, including into the U.S.</p>

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<p>Rule 204: New Policies (Continued)</p>	<p>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.</p> <p>The name of the Insured must include or be the same as the name on the vehicle registration.</p> <p>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.</p> <p>Two or More Vehicles Registered to Different Names: If the Applicant has vehicles leased from different leasing companies, or, one vehicle registered for example in the father's name and one in the son's name, separate policies must be maintained.</p> <p>If the Applicant has vehicle(s) leased from the same leasing company and owned vehicle(s), separate policies may not be necessary.</p> <p>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.</p> <p>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.</p>			

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Rule	Current Wording	Approved Wording	Change from Current	Premium impact
<p>Rule 204: New Policies (Continued)</p>	<p>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.</p> <p>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.</p> <p>I. 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. 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.</p>	<p>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.</p> <p>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 Rules and Rates, and notify the Agent/Broker of the applicable changes.</p> <p>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. 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.</p>	<p>Clarifies that notice is to be given to the Insured when variation of coverage or premium occurs.</p> <p>Clarifies the oldest date permitted on an MVR for the purposes of verification of driver history.</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>

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Rule 204: New Policies (Continued)	<p>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.</p> <p>Previous Insurance history is not required for Motorcycle, Moped, Snow Vehicles, Dirt Bikes, All Terrain Vehicles, Antique Vehicles or applicants with only an international licence. See special instructions under Fleets and the Garage section.</p> <p>See special instructions under Rule 239: Fleets.</p> <p>If the information received is different from that reported on the application, to the extent that the premium requires amendment, the policy shall be issued at the revised premium and coverage or the Servicing Carrier shall promptly issue a correcting endorsement.</p>	<p>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.</p> <p>Previous Insurance history is not required for Motorcycle, Moped, Snow Vehicles, Dirt Bikes, All Terrain Vehicles, Antique Vehicles or applicants with only an international licence. See special instructions under Fleets and the Garage section.</p> <p>See special instructions under Rule 239: Fleets.</p>	<p>Replaces the term "Applicant" with "Named Insured"</p> <p>Relocates paragraph to Rule 204.1, for consistency across all Provinces</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>												
Rule 207.A: Rating Class, Load Classification	<p>A. Load Classification</p> <table border="1"> <tr> <td>Vehicles with a Gross Vehicle Weight not in excess of 4.5 tonnes (10,000 lbs.)</td> <td>Light (L)</td> </tr> <tr> <td>Vehicles with a Gross Vehicle Weight of more than 4.5 tonnes (10,000 lbs.)</td> <td>Heavy (H)</td> </tr> <tr> <td>Road Tractors used to haul trailers</td> <td>Heavy (H)</td> </tr> </table>	Vehicles with a Gross Vehicle Weight not in excess of 4.5 tonnes (10,000 lbs.)	Light (L)	Vehicles with a Gross Vehicle Weight of more than 4.5 tonnes (10,000 lbs.)	Heavy (H)	Road Tractors used to haul trailers	Heavy (H)	<p>A. Load Classification</p> <table border="1"> <tr> <td>Vehicles with a Gross Vehicle Weight not in excess of 4,500kg (10,000 lbs.)</td> <td>Light (L)</td> </tr> <tr> <td>Vehicles with a Gross Vehicle Weight of more than 4,500kg (10,000 lbs.)</td> <td>Heavy (H)</td> </tr> <tr> <td>Road Tractors used to haul trailers</td> <td>Heavy (H)</td> </tr> </table>	Vehicles with a Gross Vehicle Weight not in excess of 4,500kg (10,000 lbs.)	Light (L)	Vehicles with a Gross Vehicle Weight of more than 4,500kg (10,000 lbs.)	Heavy (H)	Road Tractors used to haul trailers	Heavy (H)	<p>Updates rule for consistency across all Provinces</p>	<p>This has no impact on premium.</p>
Vehicles with a Gross Vehicle Weight not in excess of 4.5 tonnes (10,000 lbs.)	Light (L)															
Vehicles with a Gross Vehicle Weight of more than 4.5 tonnes (10,000 lbs.)	Heavy (H)															
Road Tractors used to haul trailers	Heavy (H)															
Vehicles with a Gross Vehicle Weight not in excess of 4,500kg (10,000 lbs.)	Light (L)															
Vehicles with a Gross Vehicle Weight of more than 4,500kg (10,000 lbs.)	Heavy (H)															
Road Tractors used to haul trailers	Heavy (H)															
Rule 207.B: Rating Class, Radius	<p>B. Radius</p> <p>Radius means the road distance from the boundary of 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</p>	<p>B. Radius</p> <p>Radius means the road distance from the boundary of 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</p>														

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Rule 207.B: Rating Class, Radius (Continued)	<p>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.</p> <p>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:</p> <table style="margin-left: 40px;"> <tr> <td>Radius 81-160 km (100 miles)</td> <td>Class 61</td> </tr> <tr> <td>Radius 161- 400km</td> <td>Class 62</td> </tr> <tr> <td>Radius 401-750km</td> <td>Class 63</td> </tr> <tr> <td>Radius over 750km</td> <td>Class 64</td> </tr> </table> <p>Hazardous Cargo rates are to be used if the vehicle is transporting Dangerous Goods. This rule only applies to vehicles hauling cargo for compensation.</p> <p>For example: A vehicle hauling dangerous goods is used 13 times a year to haul those goods 100 km. Class 61B rates are applicable.</p> <p>For policies issued for less than 6 months, the note shall apply if the percentage of mileage used beyond 80 km (50 miles) for the policy period, exceeds 5%.</p> <p>Note 2 does not apply if the vehicle is in transit and is not being used to transport goods or for the specialized purpose for which it was designed.</p>	Radius 81-160 km (100 miles)	Class 61	Radius 161- 400km	Class 62	Radius 401-750km	Class 63	Radius over 750km	Class 64	<p>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.</p> <p>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:</p> <table style="margin-left: 40px;"> <tr> <td>Radius 81-160 km (100 miles)</td> <td>Class 61</td> </tr> <tr> <td>Radius 161- 400km</td> <td>Class 62</td> </tr> <tr> <td>Radius 401-750km</td> <td>Class 63</td> </tr> <tr> <td>Radius over 750km</td> <td>Class 64</td> </tr> </table> <p>Special Increased Limits (for Chemical Products, Explosives, Petroleum Products, Radioactive Materials) classifications are to be used if the vehicle is transporting Dangerous Goods. Refer to Interurban Rate Pages for classification and rates.</p> <p>For example: A vehicle hauling dangerous goods is used 13 times a year to transport those goods within a 100 km radius. Class 61B rates are applicable.</p> <p>For policies issued for less than 6 months, the use of Special increased limits (for Chemical Products, Explosives, Petroleum Products, Radioactive Materials) classifications shall apply if the percentage of mileage used beyond 80 km (50 miles) for the policy period, exceeds 5%.</p> <p>The use of Special increased limits (for Chemical Products, Explosives, Petroleum Products, Radioactive Materials) classifications does not apply if the vehicle is in transit and is not being used to transport goods or for the specialized purpose for which it was designed.</p>	Radius 81-160 km (100 miles)	Class 61	Radius 161- 400km	Class 62	Radius 401-750km	Class 63	Radius over 750km	Class 64	<p>Update to rule for clarity and consistency across all Provinces</p> <p>Update to rule for clarity and consistency across all Provinces</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>
Radius 81-160 km (100 miles)	Class 61																			
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Radius 401-750km	Class 63																			
Radius over 750km	Class 64																			
Rule 207.D: Rating Class, Road Tractor Without Trailer	<p>D. Road Tractor Without Trailer When a road tractor is insured it is presumed that it will be used with one or more trailers. Accordingly, the semi-trailer Liability premium (see Rule 212: Rating of Trailers) must be charged even if no specific trailer is described.</p>	<p>D. Road Tractor Without Trailer When a road tractor not used in connection with a farm is insured it is presumed that it will be used with one or more trailers. Accordingly, the semi-trailer Liability premium (see Rule 212: Rating of Trailers)</p>	<p>Clarifies this section does <u>not</u> apply to farming operations</p>	<p>This has no impact on premium.</p>																

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		<p>must be charged even if no specific trailer is described.</p> <p>For tractors used in connection with a Farm, refer to Rule 207.H: Farm Trucks.</p>		
Rule 209: Driving Record	<p>Driving record is the number of years of verified "Clear Record". This rule does not apply to coverages that are fleet rated.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Ownership is established from the date on which the Applicant takes possession of the vehicle.</p> <p>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.</p>	<p>Driving record for individually rated policies are the number of years of verified 'Clear Record'. This rule does not apply to coverages that are experience (fleet) rated.</p> <p>See special instructions under Rule 239: Fleets.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Ownership is established from the date on which the Applicant takes possession of the vehicle.</p> <p>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.</p>	<p>Updates rule to create consistency across all Provinces.</p> <p>Replaces the term "Applicant" with "Named Insured"</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>

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SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1 2020 (NEW BUSINESS & RENEWALS)**

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Rule 209.B: Driving Record, Driving Record Entitlement	<p>B. Driving Record Entitlement</p> <table border="1" data-bbox="443 310 1014 553"> <thead> <tr> <th>Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance</th> <th>Driving Record Entitlement</th> </tr> </thead> <tbody> <tr> <td>Less than 1 year</td> <td>0</td> </tr> <tr> <td>At least 1 year</td> <td>1</td> </tr> <tr> <td>At least 2 years</td> <td>2</td> </tr> <tr> <td>At least 3 years</td> <td>3</td> </tr> </tbody> </table> <p>Notes: 1. A chargeable accident will affect the rating of the Liability and Collision coverages. 2. Where an applicant owns more than one vehicle, each vehicle's driving record is established separately. Where an additional vehicle is acquired it shall develop its own driving record (initially at Driving Record 0). Where a vehicle is deleted, an accident charged for on the deleted vehicle shall be transferred to a remaining vehicle with the best rated driving record.</p>	Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement	Less than 1 year	0	At least 1 year	1	At least 2 years	2	At least 3 years	3	<p>B. Driving Record Entitlement</p> <table border="1" data-bbox="1052 310 1623 553"> <thead> <tr> <th>Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance</th> <th>Driving Record Entitlement</th> </tr> </thead> <tbody> <tr> <td>Less than 1 year</td> <td>0</td> </tr> <tr> <td>At least 1 year</td> <td>1</td> </tr> <tr> <td>At least 2 years</td> <td>2</td> </tr> <tr> <td>At least 3 years</td> <td>3</td> </tr> </tbody> </table> <p>Notes: 1. A chargeable accident will affect the rating of the Liability and Collision coverages. 2. Where the Named Insured(s) owns more than one vehicle, each vehicle's driving record is established separately. Where an additional vehicle is acquired it shall develop its own driving record (initially at Driving Record 0). Where a vehicle is deleted, an accident charged for on the deleted vehicle shall be transferred to a remaining vehicle with the best rated driving record.</p>	Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement	Less than 1 year	0	At least 1 year	1	At least 2 years	2	At least 3 years	3	Replaces the term "Applicant" with "Named Insured"	This has no impact on premium.
Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement																							
Less than 1 year	0																							
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Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement																							
Less than 1 year	0																							
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At least 2 years	2																							
At least 3 years	3																							
Rule 209.D: Driving Record, Incorrect Class of License	<p>D. Incorrect Class of License</p> <p>Some heavy commercial vehicles require the operator to maintain a specific class of license in order to operate such vehicles. Where the operator fails to have the proper class of license for the vehicle to be insured, the policy will be issued at Driving Record 0.</p> <p>If evidence of the correct class of license is not provided to the Servicing Carrier within 30 days, the policy will be cancelled by registered letter.</p>	...	Removed Section D. As updated rule proposed under Rule 200.	This will not impact premiums, but may impact coverage offered to Insureds.																				
Rule 213: Endorsement (Policy Change) Forms and Wordings	<p>Changes to standard approved forms are not permitted.</p> <p>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.</p>	<p>Changes to standard approved forms are not permitted.</p> <p>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.</p>	Removes 3 rd paragraph, as relocated to Rule 200.	This has no impact on premium.																				

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1 2020 (NEW BUSINESS & RENEWALS)**

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 213: Endorsement (Policy Change) Forms and Wordings (Continued)	<p>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.</p> <p>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.</p> <p>Provided the endorsement form does not indicate the expiry date of the policy and continues to refer to a particular vehicle (policy vehicle item number did not change), once an endorsement form has been signed, it need not be signed again on subsequent policy renewal terms.</p>	<p>...</p> <p>...</p> <p>Provided the endorsement form does not indicate the expiry date of the policy term, once an endorsement form has been signed, it need not be signed again on subsequent policy renewal terms.</p>	<p>Removes a redundant example.</p> <p>Removes the requirement for vehicle item numbers to remain unchanged.</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>
Rule 228: U.S. Exposure	<p>A. U.S. Exposure Surcharge Any vehicle that is operated in the U.S. is subject to the U.S. exposure surcharge.</p> <p>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.</p> <p>The surcharge does not apply where the vehicle is used for personal use only and proof of insurance is not required.</p> <p>The Insured must advise the Agent/Broker the percentage of the total mileage that the vehicle will be used in the U.S.</p>	<p>A. U.S. Exposure Surcharge Any commercial vehicle that is operated in the U.S. is subject to the U.S. exposure surcharge.</p> <p>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.</p> <p>The percentage of U.S. Exposure will be determined based on the International Fuel Tax Assessment (IFTA) reports from the last four (4) quarters immediately preceding the effective date of the policy or endorsement.</p> <p>If the Named Insured(s) has no prior insurance, refer to Rule 204.G: No Prior Insurance with Out-of-Province including U.S. Exposure</p>	<p>Refers Users back to Rule 200 for list of documents that may be required when an Insured travels into the U.S., how exposure is determined and revised to indicate that surcharge will not be</p>	<p>This may impact premiums on Insured's who travel less than 5% into the U.S.</p>

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1 2020 (NEW BUSINESS & RENEWALS)**

Rule	Current Wording	Approved Wording	Change from Current	Premium impact																				
Rule 228: U.S. Exposure (Continued)	<p>This exposure is 5.0% or less of the 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 (Road Hazard and Passenger Hazard), Accident Benefits, Uninsured Automobile and END 44.</p> <p>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.</p> <p>Liability, Accident Benefits, Uninsured Automobile, END 44 For each percentage point of mileage in the U.S. or other applicable jurisdiction, surcharge 1% of the applicable premium. Also, refers to paragraph indicated.</p> <p><i>For example:</i></p> <table border="1" data-bbox="453 979 1031 1190"> <thead> <tr> <th>U.S. Exposure</th> <th>Applicable Surcharge</th> </tr> </thead> <tbody> <tr> <td>Up to 5% and proof of insurance required</td> <td>5%</td> </tr> <tr> <td>10%</td> <td>10%</td> </tr> <tr> <td>25%</td> <td>25%</td> </tr> <tr> <td>50%</td> <td>50%</td> </tr> </tbody> </table>	U.S. Exposure	Applicable Surcharge	Up to 5% and proof of insurance required	5%	10%	10%	25%	25%	50%	50%	<p>If the Named Insured does not participate in IFTA, please contact your Servicing Carrier for the documents required to confirm the percentage of U.S. exposure.</p> <p>If this exposure is 5.0% or less of total mileage, a 5% surcharge will apply to Liability, Accident Benefits, Uninsured Automobile, DCPD and END 44R.</p> <p>NOTE: 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. If eligible, U.S. Filings will be completed using the <u>minimum</u> FMCSA required limit based on the type of carriage, commodity transported and State required.</p> <p>Liability, Accident Benefits, Uninsured Automobile, END 44 For each percentage point of mileage in the U.S., surcharge 1% of the applicable premium.</p> <p><i>For example:</i></p> <table border="1" data-bbox="1062 979 1640 1166"> <thead> <tr> <th>U.S. Exposure</th> <th>Applicable Surcharge</th> </tr> </thead> <tbody> <tr> <td>Up to 5%</td> <td>5%</td> </tr> <tr> <td>10%</td> <td>10%</td> </tr> <tr> <td>25%</td> <td>25%</td> </tr> <tr> <td>50%</td> <td>50%</td> </tr> </tbody> </table>	U.S. Exposure	Applicable Surcharge	Up to 5%	5%	10%	10%	25%	25%	50%	50%	<p>waived if exposure is 5% or less.</p> <p>Clarifies that U.S. filings will be completed using the minimum required limit.</p> <p>Update example based on proposed rule</p>	<p>This will not impact premiums.</p> <p>This will not impact premiums.</p>
U.S. Exposure	Applicable Surcharge																							
Up to 5% and proof of insurance required	5%																							
10%	10%																							
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U.S. Exposure	Applicable Surcharge																							
Up to 5%	5%																							
10%	10%																							
25%	25%																							
50%	50%																							
Rule 234: Vehicles Used Outside Jurisdiction of Registration	<p>The Filed Underwriting Rules require 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</p>	<p>...</p>	<p>Updates rule to create consistency across all Provinces</p>	<p>This has no impact on premium.</p>																				

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1 2020 (NEW BUSINESS & RENEWALS)**

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
	<p>Agent/Broker and Servicing Carrier licensed in that jurisdiction."</p> <p>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.</p> <p>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.</p> <p>However, 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.</p> <p>For example: The insured resides in Newfoundland and the vehicle is registered in that jurisdiction; however, the insured will be travelling the western provinces for the next year.</p> <p>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.</p> <p>When a vehicle is registered in one jurisdiction but used in another, the following is to be used as a guide for rating purposes.</p> <p>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.</p> <p>2. If it is known where the vehicle is being used and there are FA premiums for that territory, then the appropriate FA premiums for that territory must be used.</p> <p>For example: The insured resides in Gander and the vehicle is registered in Newfoundland but the insured</p>	<p>...</p> <p>When a Named Insured takes up permanent residence, or registers the business in another jurisdiction, the Named Insured is required to register the vehicle(s) in the new jurisdiction. The existing policy must be cancelled (pro rata) and new insurance obtained in the new jurisdiction.</p> <p>...</p> <p>...</p> <p>Facility Association shall not provide insurance for vehicles that are never operated in the jurisdiction in which they were registered.</p> <p>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:</p> <p>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.</p> <p>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.</p>	<p>and removes duplicate language addressed in other proposed rules.</p>	

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1 2020 (NEW BUSINESS & RENEWALS)**

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
<p>Rule 234: Vehicles Used Outside Jurisdiction of Registration (Continued)</p>	<p>is attending university in Halifax. Rates for Halifax must be used.</p> <p>3. If the vehicle is being used in the U.S., it must be rated in the territory in which it is registered.</p> <p>For example: The insured lives in St. John's, is on a sabbatical in California and the vehicle is registered in Newfoundland, St. John's rates apply.</p> <p>4. See Rule 228: U.S. Exposure Surcharge to determine surcharges applicable to commercial/public vehicles. Surcharges do not apply to private passenger vehicles that are used for personal use only and where proof of insurance is not required.</p> <p>5. 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.</p> <p>6. If the vehicle is used in different territories, refer to the section of this manual dealing with the specific class of business e.g. Private Passenger Vehicles.</p> <p>7. If the vehicle is used within one region of Canada as defined below, it is to be rated as though it is used in the highest rated territory of that region. If the vehicle is used in more than one region of Canada, it is to be rated as if used in the highest rated region.</p> <p>Region 1 – Atlantic Provinces Rate as New Brunswick Territory 3</p> <p>Region 2 – Central (Ontario and Quebec) Rate as Ontario Territory 20</p> <p>Region 3 – West and North Rate as Alberta Territory 4</p>	<p>3. If the vehicle is being used in the U.S., it must be rated in the territory in which it is registered. Refer to Rule 228: U.S. Exposure Surcharge to determine the surcharges applicable.</p> <p>4. If the vehicle is used within one region as defined below, it is to be rated as though it is used in the highest rated territory of that region. If the vehicle is used in more than one region of Canada, it is to be rated as if used in the highest rated region.</p> <p>Region 1 – Atlantic Provinces Rate as New Brunswick Territory 3</p> <p>Region 2 – Central (Ontario and Quebec) Rate as Ontario Territory 20</p> <p>Region 3 – West and North Rate as Alberta Territory 4</p> <p>5. If the vehicle is used in a Canadian jurisdiction for which Facility Association has no rates, the following shall apply:</p> <p>-Charge Alberta Territory 4 for British Columbia, Saskatchewan and Manitoba. -Charge Ontario Territory 20 for Quebec.</p>	<p>Updates rule to create consistency across all Provinces and removes duplicate language addressed in other proposed rules.</p>	<p>This has no impact on premium.</p>



May 2020

**Manual of Rules and Rates
NEWFOUNDLAND AND LABRADOR**

**Revised Taxi Rule Change
Effective April 1, 2020 (New Business and Renewals)**

Facility Association has received approval from the Newfoundland & Labrador Board of Commissioners of Public Utilities to implement amendment to the Public section of the manual for the expanding of driving record for Taxi, **effective April 1, 2020** for new business and renewals in Newfoundland & Labrador.

Updated information is now available on the Facility Association website (www.facilityassociation.com) and a copy of the fillable declaration form is included in the Forms Section.

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

**FACILITY ASSOCIATION NEWFOUNDLAND & LABRADOR RULES AND RATES MANUAL
SUMMARY OF APPROVED DRIVING RECORD RULE CHANGE EFFECTIVE APRIL 1, 2020**

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
PUBLIC SECTION				
309.B Driving Record, Driving Record Entitlement	NEW	6. Taxi and Limousine maximum driving record entitlement is Driving Record 5. Driving Record entitlement is based on period of confirmed claims-free experience and vehicle ownership immediately preceding the commencement date of the period of insurance.	Clarifies that only Taxis are entitled to a maximum Driving Record 5.	This may impact premiums.



JANUARY 2019

**Manual of Rules and Rates
NEWFOUNDLAND AND LABRADOR**

**Revised Private Passenger, Taxi and Garage Rates
Effective April 1, 2020 (New Business and Renewals)**

Facility Association has received approval from the Newfoundland & Labrador Board of Commissioners of Public Utilities for a change in the Private Passenger, Taxi and Garage rates **effective April 1, 2020** for new business and renewals in Newfoundland & Labrador.

Overall, there is an increase of +4.0% for Private Passenger, +0.3% for Taxi and +4.8% for Garage. Rates may vary depending on individual policy circumstances.

Updated information is now available on the Facility Association website (www.facilityassociation.com) and a copy of the fillable declaration form is included in the Forms Section.

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



NOVEMBER 2019

**Manual of Rules and Rates
NEWFOUNDLAND AND LABRADOR**

**Winter Tire Discount
Effective January 1, 2020 (New Business and Renewals)**

In compliance with Automobile Insurance Regulations Section 16 of NLR 56/19 and as approved by the Board of Commissioners of Public Utilities, Facility Association is implementing the Winter Tire Discount in Newfoundland and Labrador **effective January 1, 2020** for new business and renewals.

A discount of 2% is available on the Third Party Liability, Accident Benefits and Collision premiums of eligible private passenger vehicles when a completed and signed Winter Tire Discount declaration form is submitted.

Updated information is now available on the Facility Association website (www.facilityassociation.com) and a copy of the fillable declaration form is included in the Forms Section.

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

**FACILITY ASSOCIATION NEWFOUNDLAND AND LABRADOR RULES AND RATES MANUAL
 APPROVED RULE RE WINTER TIRE DISCOUNT EFFECTIVE JANUARY 1, 2020**

Rule

Current Wording in Manual

Approved Wording

Change

Premium
 impact
 (existing
 policies)

PRIVATE PASSENGER SECTION				
118: Winter tire discount	NEW	<p>This discount (in accordance with Section 16 of NLR 16/19) is available for personal use private passenger vehicles equipped with winter tires.</p> <p>Insureds requesting this discount must complete and sign the Winter Tires Discount Form confirming the insured vehicle has four winter tires. To be eligible for the discount, this form must accompany the discount request. A new form is required to request the discount for any vehicle being added or substituted on the policy.</p> <p>Facility Association reserves the right to verify the installation of winter tires on the insured vehicle by:</p> <ul style="list-style-type: none"> - Inspecting the vehicle upon request - Reviewing the installation invoice upon request <p>The discount is 2% and applies to Third Party Liability, Accident Benefits and Collision coverages on the vehicle. Once the discount is applied, it will remain on the vehicle unless the vehicle is deleted from the policy.</p>	Provides discount for vehicles equipped with four winter tires.	This will decrease premiums for vehicles eligible for discount.