



November 2020

**Manual of Rules and Rates
NOVA SCOTIA**

**Revised Interurban, Ambulance and Funeral Rates
Effective March 1, 2021 (New Business and Renewals)**

Effective March 1, 2021 Facility Association is implementing the following updates for new business and renewals in Nova Scotia:

- Revised rate pages for Interurban, Ambulance and Funeral. There is no rate change associated with this amendment.

The Facility Association website www.facilityassociation.com has been updated with this information.

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



June 2020

**Manual of Rules and Rates
NOVA SCOTIA**

**Various 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 Nova Scotia:

- 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.

The Facility Association website www.facilityassociation.com has been updated with this information.

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

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
COMMERCIAL SECTION				
Rule 200.A: Filed Underwriting Rules, The Insurer's rules for declining to issue, terminating or refusing to renew a contract	<p>A. The Insurer's rules for declining to issue, terminating or refusing to renew a contract are:</p> <ol style="list-style-type: none"> 1. The risk does not meet the object of the Facility Association which is to ensure the availability of automobile insurance, as required by law, in those provinces and territories of Canada in which the Association operates, to the owners and licensed drivers of motor vehicles who would otherwise have difficulty obtaining such insurance. 2. The Applicant does not have an insurable interest in the vehicle. 3. The vehicle is registered in a jurisdiction other than one in which the application for coverage is being completed or the vehicle is not operated at any time in a jurisdiction in which the Association operates. If the vehicle is registered in another jurisdiction in which Facility Association operates, the vehicle may be insured through an Agent/Broker and Servicing Carrier licensed in that jurisdiction. <p>For example: The vehicle is registered in New Brunswick but the application is being completed in Alberta. The vehicle must be registered in Alberta or an Agent/Broker in New Brunswick must complete and submit the application for coverage in New Brunswick.</p> <p>Exception: See Rule 200:C. Non-Residents and Vehicles Not Registered in Jurisdiction.</p> <ol style="list-style-type: none"> 4. The driver of the vehicle does not hold a valid operator's licence. If the licence of the only driver is suspended, Facility Association shall provide a policy covering Comprehensive or Specified Perils cover only until there is a driver holding a valid operator's licence. See Rule 232: Suspension of Operator's Licence and Rule 201: Minimum Coverage. 	<p>A. The Insurer's rules for declining to issue, terminating or refusing to renew a contract are:</p> <ol style="list-style-type: none"> 1. The risk does not meet the object of the Facility Association which is to ensure the availability of automobile insurance, as required by law, in those provinces and territories of Canada in which the Association operates, to the owners and licensed drivers of motor vehicles who would otherwise have difficulty obtaining such insurance. 2. The Named Insured does not have an insurable interest in the vehicle. 3. The vehicle is registered in a jurisdiction other than one in which the application for coverage is being completed or the vehicle is not operated at any time in a jurisdiction in which the Association operates. If the vehicle is registered in another jurisdiction in which Facility Association operates, the vehicle may be insured through an Agent/Broker and Servicing Carrier licensed in that jurisdiction. <p>For example: The vehicle is registered in New Brunswick but the application is being completed in Alberta. The vehicle must be registered in Alberta or an Agent/Broker in New Brunswick must complete and submit the application for coverage in New Brunswick.</p> <p>Exception: See Rule 200:C. Non-Residents and Vehicles Not Registered in Jurisdiction.</p> <ol style="list-style-type: none"> 4. The driver of the vehicle does not hold a valid operator's licence, based on the class of vehicle insured. 	<p>Revises the criteria that will permit FA to cancel or non-renew</p> <p>Revises the criteria that will permit FA to cancel or non-renew</p>	<p>This may impact coverage offered to Insureds.</p> <p>This may impact coverage offered to Insureds.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 200.A: Filed Underwriting Rules, The Insurer's rules for declining to issue, terminating or refusing to renew a contract (Continued)	<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>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>NOTE: Certain Endorsements require a signature. Where no signature is obtained, the policy may be:</p> <p>a) Cancelled in accordance with the Statutory Conditions;</p> <p>b) Issued without the endorsement;</p> <p>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>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 200.B: Filed Underwriting Rules, Rules for refusing to provide or continue a coverage	<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>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact												
Rule 200.D: Filed Underwriting Rules, Supplementary Underwriting Documents	NEW	<div>D. Supplementary Underwriting Documents</div> <div>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.</div> <table><tr><th>Document Type</th><th>Oldest Report date permitted</th><th>Frequency required</th></tr><tr><td>Articles of Incorporation: Where the Named Insured is an incorporated entity, or is a limited liability company.</td><td>Date of last revision</td><td>New Business</td></tr><tr><td>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.</td><td>90 days from date report was generated</td><td>New Business*, Renewals</td></tr><tr><td>International Fuel Tax Assessment (IFTA): On all vehicles with ‘IRP’ plates, traveling outside the jurisdiction of registration, including into the</td><td>Prior four (4) quarters, including any reassessments, immediately preceding</td><td>New Business*, Renewals</td></tr></table>	Document Type	Oldest Report date permitted	Frequency required	Articles of Incorporation: Where the Named Insured is an incorporated entity, or is a limited liability company.	Date of last revision	New Business	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.	90 days from date report was generated	New Business*, Renewals	International Fuel Tax Assessment (IFTA): On all vehicles with ‘IRP’ plates, traveling outside the jurisdiction of registration, including into the	Prior four (4) quarters, including any reassessments, immediately preceding	New Business*, Renewals	<div>Specifies the types of documents and frequency of updates required to underwrite a risk.</div> <div>This document will confirm insurable interest.</div> <div>This document will evaluate a carrier’s safety rating, mileage and loss history in the U.S.</div> <div>This document will confirm out-of-province and U.S. exposure.</div>	<div>This will not impact premiums, but may impact coverage offered to Insureds.</div> <div>This will not impact premiums, but may impact coverage offered to Insureds.</div> <div>This will not impact premiums, but may impact coverage offered to Insureds.</div> <div>This will not impact premiums, but may impact coverage offered to Insureds.</div>
Document Type	Oldest Report date permitted	Frequency required														
Articles of Incorporation: Where the Named Insured is an incorporated entity, or is a limited liability company.	Date of last revision	New Business														
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.	90 days from date report was generated	New Business*, Renewals														
International Fuel Tax Assessment (IFTA): On all vehicles with ‘IRP’ plates, traveling outside the jurisdiction of registration, including into the	Prior four (4) quarters, including any reassessments, immediately preceding	New Business*, Renewals														

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

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.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

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 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.			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.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 201.A: Coverages Available and Minimum Deductibles, Liability	<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>The amounts shown on any proof of insurance may not exceed those required by the authority concerned.</p> <p>For example: The Liability limit chosen by the applicant is \$1,000,000. Proof of insurance is required for \$500,000. The policy will be issued at \$1,000,000 but the proof of insurance shall only show \$500,000.</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: At no time may the liability limit shown on any proof of insurance exceed those required by the authority concerned.</p> <p>For Example: If the Liability limit chosen by the Named Insured is \$1,000,000 and proof of insurance is required for \$500,000. The policy will be issued at \$1,000,000 but the proof of insurance shall only show \$500,000.</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 "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>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact																								
Rule 201.A: Coverages Available and Minimum Deductibles, Liability (Continued)	Where it is required and permissible to provide a higher Liability limit, the increased limit factors can be found in the relevant section. If 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.	Wording added for consistency across all provinces	This will not impact premiums.																								
Rule 201.C: Coverages Available and Minimum Deductibles, Optional Physical Damage Coverage and Deductibles	<p>C. Optional Physical Damage</p> <p>Optional physical damage shall not be provided or continued for any vehicle valued at \$1,000,000 or more.</p> <p>All Perils coverage is no longer available.</p> <p>Optional 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> <p>The deductibles are to be no less than:</p> <table><tr><th>Rate Groups</th><th>Minimum Deductible</th></tr><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 \$4,000).</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></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 \$4,000).	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 Up To 4,500 kg)</p> <p>The deductibles are to be no less than:</p> <table><tr><th>Rate Groups</th><th>Minimum Deductible</th></tr><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></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	Splits Optional Physical Damage deductibles between LCV and HCV. Minimum deductible offered.	This may impact premiums of clients who now require an increased deductible.
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 \$4,000).																											
All RGs	END 40 is mandatory on any vehicles with prior fire claims within the past 60 months																											
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																											

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact															
Rule 201.C: Coverages Available and Minimum Deductibles, Optional Physical Damage Coverage and Deductibles (Continued)		b) Minimum Deductibles for Heavy Commercial Vehicles (Gross Vehicle Weight Over 4,500kg) The following deductibles are based on Vehicle List Price New, including the cost of any customizations and attached equipment. Deductibles are to be rounded to the nearest \$500 and are to be no less than: <table><tr><th>List Price New</th><th>Minimum Deductible</th></tr><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></table> 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. c) Minimum Deductibles based on Prior Loss Experience 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.	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	Outlines the minimum deductible requirements for Heavy Commercial Vehicles. <
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																		

*Example: If the list price new is \$123,000 5% is \$6,150. The deductible shall be \$6,250 and the rating factor for \$2,500 or more applies.

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.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording				Approved Wording				Change from Current	Premium impact
Rule 201.C: Coverages Available and Minimum Deductibles, Optional Physical Damage Coverage and Deductibles (Continued)	Number of Automobile Insurance claims under each coverage (All Perils, Collision, Comprehensive, Specified Perils)			Deductible amount applicable to the coverage under which the claims were made*	Number of Automobile Insurance claims under each coverage (All Perils, Collision, Comprehensive, Specified Perils)			Deductible amount applicable to the coverage under which the claims were made*	prior claims experience.	qualify for coverage.
	In prior 12 months	In prior 36 months	In prior 60 months (fire and/or total theft)		In prior 12 months	In prior 36 months	In prior 60 months (fire and/or total theft)			
	3	-	2	\$2,500	3	-	2	\$5,000		
	-	3	-	\$1,000	-	3	-	\$2,500		
	-	4	-	\$2,500	-	4	-	5% of List Price New rounded to the nearest \$500 (minimum deductible \$5,000).		
	-	5 or more	-	5% of LPN (minimum deductible \$5000)	-	5 or more	-	5% of LPN (minimum deductible \$5000)		
	-	-	3 or more	No coverage offered	-	-	3 or more	No coverage offered		
	<p>*Claims that have occurred under All Perils coverage shall be assigned to the appropriate section of the coverage i.e. Collision or Comprehensive.</p> <p>Higher deductibles based on claims shall only be imposed when there have been a sufficient number of claims under any given coverage to warrant such application.</p> <p>For example one Collision loss and three Comprehensive losses in the previous 12 months will</p>				<p>*Claims that have occurred under All Perils coverage shall be assigned to the appropriate section of the coverage i.e. Collision or Comprehensive.</p> <p>Any higher minimum deductibles provided for in this manual shall override these amounts.</p> <p>Higher deductibles shall only be imposed when there have been a sufficient number of claims under any given coverage to warrant such application.</p> <p>For example, one Collision loss and three Comprehensive losses in the previous 12 months shall</p>				Updates an example based on proposed rule	This will not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 201.C: Coverages Available and Minimum Deductibles, Optional Physical Damage Coverage and Deductibles (Continued)	<p>result in the application of a \$2,500 deductible on Comprehensive only. Only if the Insured has sustained three Collision losses as well, would \$2,500 deductible be applied to the Collision coverage.</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>c) Certain endorsements require a signature. Where no signature is obtained, the policy may be cancelled in accordance with the Statutory Conditions or issued without the endorsement or the endorsement may be deleted and the policy re-rated accordingly. See Rule 213: Endorsement Forms/Wordings.</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>Removes repetitive wording.</p>	<p>This will not impact premiums.</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</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</p>	<p>Clarifies existing rule to indicate that it applies to individually rated commercial policies only.</p>	<p>This will not impact premiums.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 201.F: Coverages Available and Minimum Deductibles, Minimum Coverage (Continued)	<p>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.</p> <p>END 44 may remain on a policy where 'moving' coverages have been suspended by means of END 16.</p> <p>Suspended coverages are reinstated by means of END 17. In no event shall a refund be granted for any suspension of less than sixty (60) consecutive days.</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>1. 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>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 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 44 may remain on a policy only where 'moving' coverages have been suspended by means of END 16. END 16/17 is not available on experience rated risks.</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 44 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>Definitions: Temporarily: May be defined as 'a limited time only, as distinguished from that which is perpetual or</p>	<p>Revises rule to indicate that coverages can be suspended for a maximum of 90 days.</p> <p>Revised for clarity and consistency across all provinces</p> <p>Wording added for consistency</p>	<p>This may impact premium if suspension is required for a period over 90 days.</p> <p>This will not impact premiums.</p> <p>This will not impact premiums</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 201.F: Coverages Available and Minimum Deductibles, Minimum Coverage (Continued)	<p>2. 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>3. 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>4. In the case of a new application, a policy may not be issued for Comprehensive or Specified Perils only.</p>	<p>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>across all provinces.</p> <p>Wording relocated to proposed Rule 201.C,d)</p>	<p>This has no impact on premium.</p>
Rule 203.A.: Binding Coverage – New Policies, Requirements/Procedures for Binding New Policies	<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</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>Replaces the term "Applicant" with "Named Insured"</p>	<p>This has no impact on premium.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
	written authorization must accompany the application.	Refer to Rule 204: New Policies for additional Information as to who may enter into a contract of Insurance.		
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:</p> <p>a) An Individual; OR</p> <p>b) Partnership (unincorporated); OR</p> <p>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>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>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	<p>A. Application Form</p> <p>Every application for insurance must be made on a current approved Facility Association Application Form and must be fully completed and signed by both the applicant and Agent/Broker where required or as prescribed under Rule 204:D. Computer Generated Application Forms.</p> <p>Garage, Public, Experience-rated and some specially rated risks will require completion of supplementary questionnaires.</p> <p>If indicated on the current standard approved application form as a requirement for certain types of Commercial risks, a completed Commercial Vehicle Supplement must be submitted with the application.</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</p>	<p>The Servicing Carrier reserves the right to require separate applications for policies where common ownership cannot be established.</p> <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 if 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 a current approved Facility Association 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>Garage, public, experience rated and some specially rated risks will require completion of supplementary questionnaires.</p> <p>If indicated on the current standard approved application form as a requirement for certain types of Commercial risks, a completed Commercial Vehicle Supplement must be submitted with the application.</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>Renumbers section and replaces the term "Applicant" with "Named Insured"</p> <p>Refers Users back to Rule 200 for a complete list of supplemen</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	<p>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. • If any registration is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be cancelled by registered letter. • If the missing registration is provided before the cancellation takes effect, the policy may be reinstated. • Agent/Broker may submit a new application for the vehicles meeting the registration requirement. <p>B. Owners Policy (APP 1) Only the Facility Association application forms may be used. The form requires the Agent/Broker to indicate the time and date that coverage is bound. The multi-part form includes a temporary liability card.</p> <p>C. Faxed Applications Fully completed and signed Facility Association application forms submitted by fax are acceptable in lieu of original applications. Where required, these applications must be accompanied by the appropriate questionnaires or supplements. Where the original application has been submitted without signature, a signed and faxed copy of the application is acceptable to complete the signature requirement.</p> <p>D. Computer Generated Application Forms These application forms are acceptable but must be in the standard format approved by the applicable regulatory authority and must include all information that is required to be provided on the current approved Standard Application Form.</p> <p>A standard temporary liability card may be used.</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>C. Owners Policy (APP 1) Only the Facility Association application forms may be used. The form requires the Agent/Broker to indicate the time and date that coverage is bound. The multi-part form includes a temporary liability card.</p> <p>D. Faxed Applications Fully completed and signed Facility Association application forms submitted by fax are acceptable in lieu of original applications. Where required, these applications must be accompanied by the appropriate questionnaires or supplements. Where the original application has been submitted without signature, a signed and faxed copy of the application is acceptable to complete the signature requirement.</p> <p>E. Computer Generated Application Forms These application forms are acceptable but must be in the standard format approved by the applicable regulatory authority and must include all information that is required to be provided on the current approved Standard Application Form.</p> <p>A standard temporary liability card may be used.</p>	<p>tary info that may be required to underwrite a risk.</p> <p>Replaces the term "Applicant" with "Named Insured"</p>	<p>This has no impact on premium.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	<p>The computerized application must be signed and dated by the Applicant as well as the Agent/Broker.</p> <p>E. Applicant's Signature The Applicant's signature shall be provided on the current approved Standard Application Form or the computerized application form at the time of binding whenever possible.</p> <p>If the Applicant's signature cannot be obtained at the time of binding, the Servicing Carrier shall allow the Agent/Broker 30 days to obtain a signature on the original application provided the Agent/Broker assumes responsibility for the full indicated premium. In the meantime, the Agent/Broker must send a copy of the completed but unsigned application to the Servicing Carrier.</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>The computerized application must be signed and dated by the Named Insured(s) as well as the Agent/Broker.</p> <p>F. Named Insured(s) Signature The Named Insured(s) signature shall be provided on the current approved Standard Application Form or the computerized application form at the time of binding whenever possible.</p> <p>If the Named Insured(s) signature cannot be obtained at the time of binding, the Servicing Carrier shall allow the Agent/Broker 30 days to obtain a signature on the original application provided the Agent/Broker assumes responsibility for the full indicated premium. In the meantime, the Agent/Broker must send a copy of the completed but unsigned application to the Servicing Carrier.</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% Out-of-Province exposure.</p>	<p>Replaces the term "Applicant" with "Named Insured"</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 has no impact on premium.</p> <p>This will impact premiums of clients with no prior insurance and travel out-of-province, including into the U.S.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	<p>F. Name of the Insured Insurance contracts must be made with individuals who have both the capacity to contract and are legal entities. If the Applicant is not an individual(s), the name(s) appearing on the policy must be that of a legal entity i.e. a limited company or partnership.</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>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>		

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	<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> <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>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.</p> <p>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>	Clarifies that notice is to be given to the Insured when variation of coverage or premium occurs.	This has no impact on premium.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 204: New Policies (Continued)	<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:</p> <p>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.</p> <p>Driver Record Abstracts are not to be obtained on experience rated risks or for the operators of any Snow Vehicles, Dirt Bikes, All Terrain Vehicles or Antique Vehicles to be insured.</p> <p>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>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>If the information received is different from that reported on the application, to the extent that the premium requires amendment, the policy shall be</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:</p> <p>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.</p> <p>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>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>Clarifies the oldest date permitted on an MVR for the purposes of verification of driver history.</p> <p>Replaces the term "Applicant" with "Named Insured"</p> <p>Relocates paragraph to Rule</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</p> <p>This has no impact</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact		
	issued at the revised premium and coverage or the Servicing Carrier shall promptly issue a correcting endorsement.		204.I, for consistency across all Provinces	on premium.		
Rule 207.B: Rating Class, Load Classification	B. Load Classification		Updates rule for consistency across all Provinces	This has no impact on premium.		
	Vehicles with a Gross Vehicle Weight not in excess of 4.5 tonnes (10,000 lbs.)	Light (L)			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 4.5 tonnes (10,000 lbs.)	Heavy (H)			Vehicles with a Gross Vehicle Weight of more than 4,500kg (10,000 lbs.)	Heavy (H)
	Road Tractors used to haul trailers	Heavy (H)			Road Tractors used to haul trailers	Heavy (H)
Rule 207.C: Rating Class, Radius	C. Radius 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 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. Notes: 1. A vehicle used for more than 12 trips per year (6 trips on a six month policy) beyond a radius of: Radius 81-160 km (100 miles) Class 61 Radius 161- 400km Class 62 Radius 401-750km Class 63 Radius over 750km Class 64 Hazardous Cargo rates are to be used if the vehicle is transporting Dangerous Goods. This rule only applies to vehicles hauling cargo for compensation.	C. Radius 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 regarded as within a 40 km (25 mile) radius. A radius of 80 km (50 miles) means that the vehicle is being operated within 80 km (50 miles) of the boundaries of the city or town in which it is kept. Note: A vehicle used for more than 12 trips per year (6 trips on a six month policy) beyond a radius of 80 km (50 miles) is to be rated: Radius 81-160 km (100 miles) Class 61 Radius 161- 400km Class 62 Radius 401-750km Class 63 Radius over 750km Class 64 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.		Update to rule for clarity and consistency across all Provinces	This has no impact on premium.	

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 207.C: Rating Class, Radius (Continued)	<p>For example: A vehicle hauling dangerous goods is use 13 times a year to haul those goods 100 km. Compare the total premium for Class 48 to the total premium for Class 61B.</p> <p>2. For policies issued for less than 6 months, Note 1 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>	<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>	Update to rule for clarity and consistency across all Provinces	This has no impact on premium.
Rule 207.E: Rating Class, Road Tractor Without Trailer	<p>E. Road Tractor Without Trailer</p> <p>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>E. Road Tractor Without Trailer</p> <p>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) 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>	Clarifies this section does <u>not</u> apply to farming operations	This has no impact on premium.
Rule 208: Rating for More Than One Use	<p>Rule 208: Method of Rating for More Than One Use</p> <p>If a vehicle is used for more than one purpose, the highest rated class (based on premium) must be used regardless of the percentage of exposure.</p> <p>Since private passenger Classes 01, 02, 03 and 07 exclude commercial use, vehicles used for both private passenger and commercial use must be rated commercially.</p>	<p>Rule 208: Rating for More Than One Use</p> <p>If the vehicle is used for more than one commercial purpose, the highest rated class (based on premium) must be used regardless of the percentage of exposure.</p> <p>Since private passenger Classes 01, 02, 03 and 07 exclude commercial use, vehicles used for both private passenger and commercial use must be rated commercially.</p>	Clarifies that this pertains to vehicles used for more than one commercial purpose	This has no impact on premium.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
	<p>Examples</p> <p>a) The insured has a mini van used for courier purposes and for pleasure. Rate the vehicle for courier delivery.</p> <p>b) The insured has a light pickup truck. During the day he makes business calls to clients of the company he works for as a salesman. During the night he works for another company delivering pizza. Rate the vehicle for pizza delivery.</p> <p>Note 1: For driver training vehicles and short term rentals, refer to Rules 236 and 238.</p> <p>Note 2: With Slip Tanks (removable tanks to carry combustible fuel), if the principal use of the vehicle is not the carriage of petroleum products, the vehicle must be rated according to its principal use and Class 48 may not be used.</p>	<p>Examples:</p> <p>a) The insured has a minivan used for courier purposes and for pleasure. Rate the vehicle for courier delivery.</p> <p>b) The insured has a light pickup truck. During the day he makes business calls to clients of the company he works for as a salesman. During the night he works for another company delivering pizza. Rate the vehicle for pizza delivery.</p> <p>c) The Insured owns and operates a courier business with one Straight Truck currently rated for courier services. The Insured successfully bids on a contract to transport radioactive medical isotopes to local hospitals one day per month. Rate the vehicle for the transportation of dangerous goods.</p> <p>Slip Tanks <u>not</u> carrying petroleum products are to be rated based on commodity hauled, Class 48 (Dangerous Goods) must not be used.</p> <p>Refer to Rule 236 for instructions on how to rate Driver Training Vehicles.</p> <p>Refer to Rule 238 for instructions on how to rate Short Term Leases.</p>	<p>Updates example based on proposed language</p> <p>Updates rule to create consistency across all Provinces</p>	<p>This has no impact on premium.</p> <p>This has no impact on premium.</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 experience (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</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</p>	<p>Updates rule to create consistency across all Provinces.</p>	<p>This has no impact on premium.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact																								
	<p>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>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>	Replaces the term "Applicant" with "Named Insured"	This has no impact on premium.																								
Rule 209.B: Driving Record, Driving Record Entitlement	<table><tr><th colspan="2">B. Driving Record Entitlement</th></tr><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><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></table> <p>Notes: 1. A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.</p> <p>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</p>	B. Driving Record Entitlement		Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement	Less than 1 year	0	At least 1 year	1	At least 2 years	2	At least 3 years	3	<table><tr><th colspan="2">B. Driving Record Entitlement</th></tr><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><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></table> <p>Notes: 1. A chargeable accident will affect the rating of the Liability, DCPD and Collision coverages.</p> <p>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</p>	B. Driving Record Entitlement		Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement	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.
B. Driving Record Entitlement																												
Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement																											
Less than 1 year	0																											
At least 1 year	1																											
At least 2 years	2																											
At least 3 years	3																											
B. Driving Record Entitlement																												
Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance	Driving Record Entitlement																											
Less than 1 year	0																											
At least 1 year	1																											
At least 2 years	2																											
At least 3 years	3																											

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
	transferred to the remaining vehicle developing the highest premium.	to the remaining vehicle developing the highest premium.		
Rule 209.D: Driving Record, Incorrect Class of License	<p>D. Incorrect Class of License 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>	(Section Removed)	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>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 term, once an endorsement form has been signed, it need not be signed again on subsequent policy renewal terms.</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> <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>	Removes 3 rd paragraph, as relocated to Rule 200. Also removes redundant example.	This has no impact on premium.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 228: Outside Nova Scotia Exposure	<p>A. Outside Nova Scotia Exposure Surcharge Any vehicle registered in Nova Scotia and operated in the U.S. or another Canadian jurisdiction (excluding New Brunswick, Prince Edward Island or Newfoundland and Labrador) is subject to a 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 total mileage that the vehicle will be used outside the jurisdiction and the jurisdiction(s) into which the vehicle is and will be driven. Refer to Rule 234: Vehicles Used Outside Jurisdiction of Registration.</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>A. Outside Nova Scotia Exposure Surcharge Any commercial vehicle that is operated in the U.S., or another Canadian jurisdiction, is subject to a surcharge.</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>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>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 44.</p>	<p>Refers Users back to Rule 200 for list of documents that may be required when an Insured travels out of Province, how exposure is determined and revised to indicate that surcharge will not be waived if exposure is 5% or less.</p>	<p>This may impact premiums on Insured's who travel less than 5% out of Province.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact																				
Rule 228: Outside Nova Scotia Exposure (Continued)	<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, DCPD, 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><tr><th>U.S. Exposure</th><th>Applicable Surcharge</th></tr><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></table>	U.S. Exposure	Applicable Surcharge	Up to 5% and proof of insurance required	5%	10%	10%	25%	25%	50%	50%	<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, DCPD, END 44 For each percentage point of total mileage in the U.S. or applicable Canadian jurisdiction, surcharge 1% of the applicable premium.</p> <p><i>For example:</i></p> <table><tr><th>U.S. Exposure</th><th>Applicable Surcharge</th></tr><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></table>	U.S. Exposure	Applicable Surcharge	Up to 5%	5%	10%	10%	25%	25%	50%	50%	<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%																							
25%	25%																							
50%	50%																							
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 Agent/Broker and Servicing Carrier licensed in that jurisdiction.”</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>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>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>																				

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE OCTOBER 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium impact
Rule 234: Vehicles Used Outside Jurisdiction of Registration (Continued)	<p>For example: The insured resides in Nova Scotia 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> <ol style="list-style-type: none"> 1. The vehicle must be insured on a policy from the jurisdiction where it is legally registered, even if the vehicle is chiefly used in another jurisdiction. 2. If the vehicle is operated outside Nova Scotia, Nova Scotia rates and a surcharge apply. Refer to Rule 138: Outside Nova Scotia Exposure. 3. Surcharges do not apply to private passenger vehicles that are used for personal use only and where proof of insurance is not required. 4. If the out of jurisdiction exposure is 5.0% or less and 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 only. 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. 6. If the vehicle is operated outside Nova Scotia but within New Brunswick, Prince Edward Island, Newfoundland and Labrador, Nova Scotia rates apply. 	<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> <ol style="list-style-type: none"> 1. The vehicle must be insured on a policy from the jurisdiction where it is legally registered, even if the vehicle is chiefly used in another jurisdiction. 2. If it is known in which territory the vehicle is being used and there are FA premiums for that territory, then the appropriate FA premiums for that territory must be used. 3. If the vehicle is operated outside Nova Scotia, including into the U.S., Nova Scotia rates and a surcharge apply. Refer to Rule 228: Outside Nova Scotia Exposure to determine the surcharges applicable. 	<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
NOVA SCOTIA**

**2020 Private Passenger CLEAR Rate Group Tables and
2020 Commercial Rate Group Tables
Effective September 1, 2020 (New Business and Renewals)**

Effective September 1, 2020 Facility Association is implementing the following updates for new business and renewals in Nova Scotia:

- 2020 Private Passenger CLEAR Rate Group Tables, with a range of 3 to 12 for Accident Benefits rate groups.
- 2020 Commercial Rate Group Tables (Tables I and II)

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.



March 2020

**Manual of Rules and Rates
NOVA SCOTIA**

**Revised Commercial, All-Terrain Vehicle, Motorcycle, Snow Vehicle,
School Bus and Hotel & Country Club Bus Rates
Effective July 1, 2020 (New Business and Renewals)**

Effective July 1, 2020 Facility Association is implementing the following updates for new business and renewals in Nova Scotia:

- Revised Commercial rates. Overall, there is a change of +7.8% for Commercial Vehicles. Rates may vary depending upon individual policy circumstances.
- Revised All-Terrain Vehicle rates. Overall, there is a change of +4.4% for All-Terrain Vehicles. Rates may vary depending upon individual policy circumstances.
- Revised Motorcycle rates. Overall, there is a change of +9.7% for Motorcycles. Rates may vary depending upon individual policy circumstances.
- Revised Snow Vehicle rates. Overall, there is a change of +8.6% for Snow Vehicles. Rates may vary depending upon individual policy circumstances.
- Revised School Bus rates. Overall, there is a change of +17.2% for School Buses. Rates may vary depending upon individual policy circumstances.
- Revised Hotel & Country Club Bus rates. Overall, there is a change of +1.6% for Hotel & Country Club Buses. Rates may vary depending upon individual policy circumstances.

The Facility Association website www.facilityassociation.com has been updated with this information.

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



December 2019

**Manual of Rules and Rates
NOVA SCOTIA**

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

Effective April 1, 2020 Facility Association is implementing the following updates for new business and renewals in Nova Scotia:

- Revised Private Passenger rates. Overall, there is a change of +10.4% for Private Passenger Vehicles. Rates may vary depending upon individual policy circumstances.
- Revised Taxi rates. Overall, there is a change of +6.4% for Taxis. Rates may vary depending upon individual policy circumstances.

The Facility Association website www.facilityassociation.com has been updated with this information.

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



November 2019

**Manual of Rules and Rates
NOVA SCOTIA**

**Revised Fleet Rates
Effective March 1, 2020 (New Business and Renewals)**

Effective March 1, 2020 Facility Association is implementing the following updates for new business and renewals in Nova Scotia:

- +39.1% rate increase for Commercial fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no changes to base rates.
- +29.7% rate increase for Public Bus fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no changes to base rates.
- +28.9% rate increase for School fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no changes to base rates.
- The base premium on all other fleet rated classes have been amended from driving record 2 to 0. Currently there are no written exposures in the following classes. As such, no average rate level change is available at this time:
 - Private Passenger
 - Interurban
 - Motorcycle
 - Snow Vehicle
 - All-Terrain Vehicle
 - Ambulance & Funeral
 - Hotel & Country Club Bus
 - Private Bus
 - Motorhome
 - Campers & Personal Trailers

The Facility Association website www.facilityassociation.com has been updated with this information.

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



September 2019

**Manual of Rules and Rates
NOVA SCOTIA**

**Various Rule Changes
Effective January 1, 2020 (New Business and Renewals)**

Facility Association has received approval from the Nova Scotia Utility and Review Board to implement amendments to the rules in various sections of the manual **effective January 1, 2020** (new business and renewals).

A summary of the newly approved rules is attached to the Manual. All rule changes have been marked with a bar in the margin.

The Facility Association website www.facilityassociation.com has been updated with this information.

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

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
PRIVATE PASSENGER SECTION				
100.B.1 Rule for Refusing to Provide or Continue a Coverage are:	<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> <ul style="list-style-type: none"> i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Willfully made a false statement in respect of a claim. <p>The Servicing Carrier shall refer all refusals or non-continuance to the Facility Association prior to declining coverage.</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>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> <ul style="list-style-type: none"> a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim. <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>	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
104.A New Policies, Application Form	<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 valid 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. • If any registration is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be 	<p>A copy of the valid permit for all owned vehicles being insured, regardless of vehicle type or use, will be required with the application. If the permit cannot be submitted with the application, a copy of the permit is required within 30 days of binding coverage.</p> <p>Where a copy of the valid permit 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. • If any permit is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be 	Replaces the term "registration" with "permit" as a vehicle registration references a separate document in Nova Scotia.	This does not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>cancelled by registered letter.</p> <ul style="list-style-type: none"> If the missing registration is provided before the cancellation takes effect, the policy may be reinstated. Agent/Broker may submit a new application for the vehicles meeting the registration requirement. 	<p>cancelled by registered letter.</p> <ul style="list-style-type: none"> If the missing permit is provided before the cancellation takes effect, the policy may be reinstated. Agent/Broker may submit a new application for the vehicles meeting the permit requirement. 		
<p>137</p> <p>Proof of Insurance Where Notice of Cancellation or Deletion is Required</p>	<p>1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.</p> <p>2. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority.</p>	<p>1. The Agent/Broker is authorized to issue proof of insurance on behalf of the Servicing Carrier in the form of the Servicing Carrier's standard certificate or a CSIO-approved Certificate of Insurance, with a notice of cancellation period not exceeding 15 days.</p> <p>a) If a notice of cancellation period exceeding 15 days is required, the Agent/Broker is to obtain approval from the Servicing Carrier prior to certificate issuance.</p> <p>b) Certificates must be issued only on a Described Automobiles basis. Should proof be required on a Blanket Basis, refer to Item #4 below.</p> <p>c) Copies of all certificates issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation.</p> <p>d) The Servicing Carrier is ultimately responsible for ensuring that all proof of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any certificate originally issued by the Agent/Broker, where indicated coverage differs from the policy or where the notice of cancellation period was not previously approved by Underwriting.</p> <p>2. The Servicing Carrier is responsible for the completion of any non-standard certificates (i.e. certificates that are to be completed on a non-CSIO approved form), Out-of-Province, U.S. or Other filings.</p>	<p>Allows Agents /Brokers to complete proof of insurance requests within stated guidelines</p>	<p>This does not impact premiums.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<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>3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance may not be issued or filed on a "blanket basis" i.e. without specifying the insured vehicles - unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the applicant and a witness) and provided to the Servicing Carrier.</p> <p>5. Parties cannot be added as additional named insured on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.</p>	<p>a) The Agent/Broker must specify to the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority.</p> <p>b) Where vehicles are operated in the U.S., Agents/Brokers must confirm with Insured's if proof of insurance is to be filed and, if so, in what amount.</p> <p>3. If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance must only be issued on a 'Described Automobile' basis. Proof may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.</p> <p>5. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the Party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.</p>		

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
COMMERCIAL SECTION				
200.B.1 Rule for Refusing to Provide or Continue a Coverage are:	<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> <ul style="list-style-type: none"> i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Willfully made a false statement in respect of a claim. <p>The Servicing Carrier shall refer all refusals or non-continuance to the Facility Association prior to declining coverage.</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>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> <ul style="list-style-type: none"> a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim. <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>	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
204.A New Policies, Application Form	<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 valid 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. • If any registration is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be 	<p>A copy of the valid permit for all owned vehicles being insured, regardless of vehicle type or use, will be required with the application. If the permit cannot be submitted with the application, a copy of the permit is required within 30 days of binding coverage.</p> <p>Where a copy of the valid permit 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. • If any permit is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be 	Replaces the term "registration" with "permit" as a vehicle registration references a separate document in Nova Scotia.	This does not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<ul style="list-style-type: none"> cancelled by registered letter. If the missing registration is provided before the cancellation takes effect, the policy may be reinstated. Agent/Broker may submit a new application for the vehicles meeting the registration requirement. 	<ul style="list-style-type: none"> cancelled by registered letter. If the missing permit is provided before the cancellation takes effect, the policy may be reinstated. Agent/Broker may submit a new application for the vehicles meeting the permit requirement. 		
207.K Rating Class Table: On-premises Trucks (Unlicensed)	<p><u>On-premises Trucks (unlicensed) – Class 5`5</u> Trucks used solely on applicant's premises, not designed for road use and which do not fall into any other category</p> <p>Multiply the premium that would otherwise apply by the factor on the Special Rating factor page</p> <p>Lumber Carriers own premises only: use Premium Table II</p>	<p><u>On-premises Trucks (unlicensed) – Class 55</u> Trucks used solely on applicant's premises, not designed for road use and which do not fall into any other category</p> <p>Multiply the premium that would otherwise apply by the factor on the Special Rating factor page</p>	Clarifies method of rating based on existing rating methodology	There is no impact on premium.
227 Proof of Insurance Where Notice of Cancellation or Deletion is Required	<p>1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.</p>	<p>1. The Agent/Broker is authorized to issue proof of insurance on behalf of the Servicing Carrier in the form of the Servicing Carrier's standard certificate or a CSIO-approved Certificate of Insurance, with a notice of cancellation period not exceeding 15 days.</p> <p>a) If a notice of cancellation period exceeding 15 days is required, the Agent/Broker is to obtain approval from the Servicing Carrier prior to certificate issuance.</p> <p>b) Certificates must be issued only on a Described Automobiles basis. Should proof be required on a Blanket Basis, refer to Item #4 below.</p> <p>c) Copies of all certificates issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation.</p> <p>d) The Servicing Carrier is ultimately responsible for ensuring that all proof of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any certificate originally</p>	Allows Agents /Brokers to complete proof of insurance requests within stated guidelines	This does not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>2. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority.</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>7. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.</p> <p>8. Proof of insurance may not be issued or filed on a "blanket basis" i.e. without specifying the insured vehicles - unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the applicant and a witness) and provided to the Servicing Carrier.</p> <p>9. Parties cannot be added as additional named insured on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>10. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable</p>	<p>issued by the Agent/Broker, where indicated coverage differs from the policy or where the notice of cancellation period was not previously approved by Underwriting.</p> <p>2. The Servicing Carrier is responsible for the completion of any non-standard certificates (i.e. certificates that are to be completed on a non-CSIO approved form), Out-of-Province, U.S. or Other filings.</p> <p>a) The Agent/Broker must specify to the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority.</p> <p>b) Where vehicles are operated in the U.S., Agents/Brokers must confirm with Insured's if proof of insurance is to be filed and, if so, in what amount.</p> <p>3. If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance must only be issued on a 'Described Automobile' basis. Proof may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.</p> <p>5. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the Party that the vehicle is insured. This is the full extent of the guarantee.</p>		

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.	6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.		
PUBLIC SECTION				
300.B.1 Rule for Refusing to Provide or Continue a Coverage are:	<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 style="padding-left: 40px;">i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Willfully made a false statement in respect of a claim.</p> <p>The Servicing Carrier shall refer all refusals or non-continuance to the Facility Association prior to declining coverage.</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>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 style="padding-left: 40px;">a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim.</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>	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
304.A New Policies, Application Form	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.	A copy of the valid permit for all owned vehicles being insured, regardless of vehicle type or use, will be required with the application. If the permit cannot be submitted with the application, a copy of the permit is required within 30 days of binding coverage.	Replaces the term "registration" with "permit" as a vehicle registration	This does not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>Where a copy of the valid 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. • If any registration is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be cancelled by registered letter. • If the missing registration is provided before the cancellation takes effect, the policy may be reinstated. • Agent/Broker may submit a new application for the vehicles meeting the registration requirement. 	<p>Where a copy of the valid permit 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. • If any permit is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be cancelled by registered letter. • If the missing permit is provided before the cancellation takes effect, the policy may be reinstated. • Agent/Broker may submit a new application for the vehicles meeting the permit requirement. 	<p>references a separate document in Nova Scotia.</p>	
<p>324</p> <p>Proof of Insurance Where Notice of Cancellation or Deletion is Required</p>	<p>1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.</p>	<p>1. The Agent/Broker is authorized to issue proof of insurance on behalf of the Servicing Carrier in the form of the Servicing Carrier's standard certificate or a CSIO-approved Certificate of Insurance, with a notice of cancellation period not exceeding 15 days.</p> <p>a) If a notice of cancellation period exceeding 15 days is required, the Agent/Broker is to obtain approval from the Servicing Carrier prior to certificate issuance.</p> <p>b) Certificates must be issued only on a Described Automobiles basis. Should proof be required on a Blanket Basis, refer to Item #4 below.</p> <p>c) Copies of all certificates issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation.</p> <p>d) The Servicing Carrier is ultimately responsible for ensuring that all proof of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any certificate originally issued by the Agent/Broker, where indicated coverage differs from the</p>	<p>Allows Agents /Brokers to complete proof of insurance requests within stated guidelines</p>	<p>This does not impact premiums.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>2. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority.</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>3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance may not be issued or filed on a "blanket basis" i.e. without specifying the insured vehicles - unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the applicant and a witness) and provided to the Servicing Carrier.</p> <p>5. Parties cannot be added as additional named insured on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the</p>	<p>policy or where the notice of cancellation period was not previously approved by Underwriting.</p> <p>2. The Servicing Carrier is responsible for the completion of any non-standard certificates (i.e. certificates that are to be completed on a non-CSIO approved form), Out-of-Province, U.S. or Other filings.</p> <p>a) The Agent/Broker must specify to the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority.</p> <p>b) Where vehicles are operated in the U.S., Agents/Brokers must confirm with Insured's if proof of insurance is to be filed and, if so, in what amount.</p> <p>3. If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance must only be issued on a 'Described Automobile' basis. Proof may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.</p> <p>5. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the Party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>6. Should the Servicing Carrier have any concern with the coverages or limits being</p>		

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.	guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.		
RECREATIONAL SECTION				
400.B.1 Rule for Refusing to Provide or Continue a Coverage are:	<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 style="padding-left: 40px;">i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or iv) Willfully made a false statement in respect of a claim.</p> <p>The Servicing Carrier shall refer all refusals or non-continuance to the Facility Association prior to declining coverage.</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>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 style="padding-left: 40px;">a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim.</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>	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
404.A New Policies, Application Form	<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 valid registration is not</p>	<p>A copy of the valid permit for all owned vehicles being insured, regardless of vehicle type or use, will be required with the application. If the permit cannot be submitted with the application, a copy of the permit is required within 30 days of binding coverage.</p> <p>Where a copy of the valid permit is not provided,</p>	Replaces the term "registration" with "permit" as a vehicle registration references a separate	This does not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>provided, the following shall apply:</p> <ul style="list-style-type: none"> • Policy shall be issued with all vehicles at the correct premium. • If any registration is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be cancelled by registered letter. • If the missing registration is provided before the cancellation takes effect, the policy may be reinstated. • Agent/Broker may submit a new application for the vehicles meeting the registration requirement. 	<p>the following shall apply:</p> <ul style="list-style-type: none"> • Policy shall be issued with all vehicles at the correct premium. • If any permit is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be cancelled by registered letter. • If the missing permit is provided before the cancellation takes effect, the policy may be reinstated. • Agent/Broker may submit a new application for the vehicles meeting the permit requirement. 	document in Nova Scotia.	
<p>426</p> <p>Proof of Insurance Where Notice of Cancellation or Deletion is Required</p>	<p>1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.</p>	<p>1. The Agent/Broker is authorized to issue proof of insurance on behalf of the Servicing Carrier in the form of the Servicing Carrier's standard certificate or a CSIO-approved Certificate of Insurance, with a notice of cancellation period not exceeding 15 days.</p> <p>a) If a notice of cancellation period exceeding 15 days is required, the Agent/Broker is to obtain approval from the Servicing Carrier prior to certificate issuance.</p> <p>b) Certificates must be issued only on a Described Automobiles basis. Should proof be required on a Blanket Basis, refer to Item #4 below.</p> <p>c) Copies of all certificates issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation.</p> <p>d) The Servicing Carrier is ultimately responsible for ensuring that all proof of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any certificate originally issued by the Agent/Broker, where indicated coverage differs from the policy or where the notice of cancellation period was not previously approved by</p>	Allows Agents /Brokers to complete proof of insurance requests within stated guidelines	This does not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>2. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority.</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>3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance may not be issued or filed on a "blanket basis" i.e. without specifying the insured vehicles - unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the applicant and a witness) and provided to the Servicing Carrier.</p> <p>5. Parties cannot be added as additional named insured on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the</p>	<p>Underwriting.</p> <p>2. The Servicing Carrier is responsible for the completion of any non-standard certificates (i.e. certificates that are to be completed on a non-CSIO approved form), Out-of-Province, U.S. or Other filings.</p> <p>a) The Agent/Broker must specify to the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority.</p> <p>b) Where vehicles are operated in the U.S., Agents/Brokers must confirm with Insured's if proof of insurance is to be filed and, if so, in what amount.</p> <p>3. If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance must only be issued on a 'Described Automobile' basis. Proof may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.</p> <p>5. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the Party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority</p>		

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.	with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.		
GARAGE SECTION				
600:B. Underwriting Rules: Facility Association's rules for declining to issue, terminating or refusing to renew a POL 4 (Garage Automobile Policy) contract:	<ul style="list-style-type: none"> • The risk does not meet the object of the Facility Association which is to ensure the availability of automobile insurance, as required by law, in those provinces and territories of Canada in which the Facility Association operates, to the owners and licensed drivers of motor vehicles who would otherwise have difficulty obtaining such insurance. • The Applicant does not have an insurable interest in the garage business or the dealer's inventory of owned vehicles. • The business is registered and located in a jurisdiction other than Nova Scotia. (If the business is registered and located in another jurisdiction in which Facility Association operates, the business may be insured through an Agent/Broker and Servicing Carrier licensed in that jurisdiction.) • Dealer plates are not Nova Scotia issued or are never used in Nova Scotia. • The application is incomplete, has not been signed by the Applicant or has not been bound and signed by the Agent/Broker. • The Applicant/Agent/Broker does not provide sufficient current valid information e.g. Garage Rating / Underwriting Supplement to properly rate the risk. • Owned automobiles are not in the possession of the Applicant i.e. cannot be located. (This restriction is not intended to be used as a denial of a valid theft claim.) • Owned automobiles are branded 'nonrepairable'. 	<ol style="list-style-type: none"> 1. The risk does not meet the object of the Facility Association which is to ensure the availability of automobile insurance, as required by law, in those provinces and territories of Canada in which the Facility Association operates, to the owners and licensed drivers of motor vehicles who would otherwise have difficulty obtaining such insurance. 2. The Applicant does not have an insurable interest in the garage business or the dealer's inventory of owned vehicles. 3. The business is registered and located in a jurisdiction other than Nova Scotia. (If the business is registered and located in another jurisdiction in which Facility Association operates, the business may be insured through an Agent/Broker and Servicing Carrier licensed in that jurisdiction.) 4. Dealer plates are not Nova Scotia issued or are never used in Nova Scotia. 5. The application is incomplete, has not been signed by the Applicant or has not been bound and signed by the Agent/Broker. 6. The Applicant/Agent/Broker does not provide sufficient current valid information e.g. Garage Rating / Underwriting Supplement to properly rate the risk. 7. Owned automobiles are not in the possession of the Applicant i.e. cannot be located. (This restriction is not intended to be used as a denial of a valid theft claim.) 8. Owned automobiles are branded 'nonrepairable'. 	Expands the existing rules for declining to issue, terminating or refusing to renew a contract to include when abusive or threatening behaviour has occurred.	This does not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<ul style="list-style-type: none"> • Non-payment of premium for the current policy period (for purposes of termination only). 	9. Non-payment of premium for the current policy period (for purposes of termination only).		
<p>600.B</p> <p>Facility Association's rules for refusing to provide or continue a coverage on a POL 4 (Garage Automobile Policy) contract:</p>	<ul style="list-style-type: none"> • Owned automobiles are branded as 'salvage' or are in pieces. • Within the preceding thirty six months, the Applicant, owner or proprietor: <ul style="list-style-type: none"> - knowingly misrepresented or failed to disclose in an application any fact to be stated therein resulting in a policy being cancelled by registered letter for material misrepresentation or a claim being denied for material misrepresentation. or - wilfully made a false statement in respect of a claim. or - contravened a term of an insurance contract or been convicted of fraud in relation thereto. or - when making a previous application for automobile insurance, gave false particulars of a risk to be insured to the prejudice of the Insurer. <p>The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage.</p>	<p>1. Owned automobiles are branded as 'salvage' or are in pieces.</p> <p>2. Within the preceding thirty six months, the Applicant, owner or proprietor:</p> <ul style="list-style-type: none"> a) knowingly misrepresented or failed to disclose in an application any fact to be stated therein resulting in a policy being cancelled by registered letter for material misrepresentation or a claim being denied for material misrepresentation. OR b) wilfully made a false statement in respect of a claim. OR c) contravened a term of an insurance contract or been convicted of fraud in relation thereto. OR d) when making a previous application for automobile insurance, gave false particulars of a risk to be insured to the prejudice of the Insurer. 	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.
<p>608.A</p> <p>Proof of Insurance Where Notice of Cancellation or Deletion is Required: General Information</p>	<p>1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.</p>	<p>1. The Agent/Broker is authorized to issue proof of insurance on behalf of the Servicing Carrier in the form of the Servicing Carrier's standard certificate or a CSIO-approved Certificate of Insurance, with a notice of cancellation period not exceeding 15 days.</p> <ul style="list-style-type: none"> a) If a notice of cancellation period exceeding 15 days is required, the Agent/Broker is to obtain approval from the Servicing Carrier prior to certificate issuance. b) Certificates must be issued only on a 	Allows Agents /Brokers to complete proof of insurance requests within stated guidelines	This does not impact premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>2. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority.</p> <p>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.</p> <p>3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles – unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless</p>	<p>Described Automobiles and/or Described Location basis. Should proof be required on a Blanket Basis, refer to Item #4 below.</p> <p>c) Copies of all certificates issued by the Agent/Broker shall be submitted to the Servicing Carrier within one (1) business day for acceptance and documentation.</p> <p>d) The Servicing Carrier is ultimately responsible for ensuring that all proof of insurance issued by the Agent/Broker is acceptable and reflects the limits of the policy. The Servicing Carrier will promptly reissue any certificate originally issued by the Agent/Broker, where indicated coverage differs from the policy or where the notice of cancellation period was not previously approved by Underwriting.</p> <p>2. The Servicing Carrier is responsible for the completion of any non-standard certificates (i.e. certificates that are to be completed on a non-CSIO approved form), Out-of-Province, U.S. or Other filings.</p> <p>a) The Agent/Broker must specify to the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. authority.</p> <p>b) Where vehicles are operated in the U.S., Agents/Brokers must confirm with Insured's if proof of insurance is to be filed and, if so, in what amount.</p> <p>3. If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records.</p> <p>4. Proof of insurance must only be issued on a 'Described Automobile' and/or 'Described Location' basis. Proof may not be issued or filed on a 'Blanket Basis' (i.e. without specifying the insured vehicles or garage locations), only if the authority concerned</p>		

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier.</p> <p>5. Parties cannot be added as additional named insureds on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Central Office.</p>	<p>permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier.</p> <p>5. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the Party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.</p>		
DRIVERS POLICY SECTION				
<p>701.B</p> <p>Rules for refusing to provide or continue a coverage are:</p>	<p>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>i) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the insurer; or</p> <p>ii) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or</p> <p>iii) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or</p>	<p>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</p> <p>b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or</p> <p>c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or</p>	<p>Removes the requirement for Servicing Carriers to refer these types of risk to FA prior to declining coverage.</p>	<p>This does not impact premiums.</p>

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
	<p>iv) Wilfully made a false statement in respect of a claim.</p> <p>The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage.</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>d) Willfully 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>725</p> <p>Proof of Insurance Where Notice of Cancellation or Deletion is Required</p>	<p>1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.</p> <p>2. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S.A. authority.</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>3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.</p> <p>4. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee.</p> <p>5. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.</p>	<p>1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so.</p> <p>2. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. Authority.</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>3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records.</p> <p>4. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the Party that the driver is insured. This is the full extent of the guarantee.</p> <p>5. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office.</p>	Creates consistent wording across all jurisdictions.	No impact on premiums.

FACILITY ASSOCIATION NOVA SCOTIA RULES AND RATES MANUAL

SUMMARY OF APPROVED RULE CHANGES EFFECTIVE JANUARY 1, 2020

Rule	Current Wording	Approved Wording	Change from Current	Premium Impact
NON OWNED AUTOMOBILE SECTION				
800 POL 6 – Non-Owned Automobile Policy Overview	A Non-Owned Automobile Liability Policy indemnifies the named insured against legal liability for bodily injury and property damage that arises from the use or operation of non-owned automobiles by others.	A Non-Owned Automobile Liability Policy indemnifies the named Insured against legal liability for bodily injury and property damage that arises from the use or operation of non-owned automobiles by others. The purpose of POL 6 (Non-Owned Automobile Policy) is to provide coverage that is excess of any policy specifically insuring the automobile concerned. Insureds (individuals or companies) wishing to purchase this policy instead of the coverage available through a car rental company should be advised that Facility Association does not offer primary coverage through non-owned policies.	Clarifies that coverage is provided on an excess basis.	No impact on premiums.
801.B.1 Rule for Refusing to Provide or Continue a Coverage	NEW	B. Rules for refusing to provide or continue a coverage are: 1. Optional physical damage coverage shall not be provided where an Applicant or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty-six months. a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the insurer; or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation.	Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage	This does not impact premiums.