



Manual of Rules and Rates NORTHWEST TERRITORIES

2022 Private Passenger CLEAR Rate Group Tables, 2022 Commercial Rate Group Tables and Revised Commercial Rule 228 Effective October 1, 2022 (New Business and Renewals)

Effective October 1, 2022 Facility Association is implementing the following update for new business and renewals in Northwest Territories:

- 2022 Private Passenger CLEAR Rate Group Tables now having an amended range of 1-13 for Accident Benefits rate groups;
- 2022 Commercial Rate Group Tables (Tables I and II);
- Commercial Rule 228 in the manual has been amended.

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.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies
COMMERCIAL S	SECTION			
228: Outside Province Exposure	Rule 228: Outside Northwest Territories Exposure A. Outside Northwest Territories Exposure Surcharge Any commercial vehicle that is operated in another Canadian jurisdiction or the U.S. is subject to a surcharge. The surcharge does not apply where the vehicle is used for personal use only and proof of insurance is not required. Refer to Rule 200.D for a list of Supplementary Underwriting documents that may be required on vehicles traveling outside of the jurisdiction of registration, including into the U.S. The percentage of Out of Province 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. 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 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.	Any commercial or interurban vehicle that is operated in the U.S., or another Canadian jurisdiction, is subject to a surcharge. The surcharge does not apply where the vehicle is used for personal use only and proof of insurance is not required. Refer to Rule 200.D for a list of Supplementary Underwriting documents that may be required on vehicles traveling outside of the jurisdiction of registration, including into the U.S. 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 A. Outside Territory Exposure Surcharge (excluding Interurban Vehicles) For Interurban vehicles (Class 61, 62, 63, 64, 99), refer to Rule 228.C to determine the applicable surcharges. The percentage of exposure outside the Territory, including the U.S., will be determined based on the International Fuel Tax Agreement (IFTA) assessment reports from the last four (4) quarters immediately preceding the effective date of the policy or endorsement. If the Named Insured does not participate in IFTA, please contact your Servicing Carrier for the documents required to confirm the percentage of exposure outside the Territory, including U.S. exposure.	Harmonize the name of the surcharge across all provinces & territories Clarifies wording and indicates this section excludes IU vehicles.	This will not impact premiums. This may impact premiums on Interurban Vehicles

Rule	Current	Wording	Approv	Change from Current	Premium impact on existing policies	
	If this exposure is 5.0% or 5% surcharge will apply to Benefits, Uninsured Autom NOTE: Where vehicles are Agents/Brokers must ask I proof of insurance must be amount. If eligible, U.S. Fusing the minimum FMCSA the type of carriage, comm State required. Liability, Accident Beneficer each percentage point applicable Canadian jurisdi	Liability, Accident obile, and END 44. operated in the U.S., nsureds whether or not efiled and, if so, in what illings will be completed a required limit based on nodity transported and Fits, END 44 of total mileage in another	5% surcharge will apply Benefits, Uninsured Auto NOTE: Where vehicles a Insureds must be asked insurance must be filed If eligible, U.S. Filings wateriage, commodity tra Liability, Accident Ber For each percentage poi	omobile, DCPD and END 44. are operated in the U.S., whether or not proof of and, if so, in what amount. ill be completed using the ed limit based on the type of nsported and State required. nefits, END 44 nt of total mileage in the dian jurisdiction, surcharge		
	surcharge 1% of the applicable premium.		For example: Outside Territory	Applicable Surcharge	Harmonize wording across	This will not impact premiums
	For example: Outside Northwest Territories Exposure	Applicable Surcharge	Up to 5%	5% 10%	jurisdiction	premiums
	Up to 5%	5%	25%	25%		
	10%	10%				
			50%	50%		
	25%	25%	1			
	Physical Damage For each percentage point of total mileage in another applicable Canadian jurisdiction or the U.S., surcharge .5% of the applicable premium.		Optional Physical Damage For each percentage point of mileage in the U.S. or other applicable jurisdiction, surcharge .50% of the applicable premium. For example:			
	Suremarge 13 /0 or the appli	cable premium	Outside Territory	Applicable		
	For example:		Exposure	Surcharge		
	Outside Northwest	Applicable Surcharge	10%	5%		
	Territories Exposure		25%	12.5%	1	
	6%	3%	50%	25%	Harmonize	This will
	10%	5%	1	1 -0 /0	wording	not impact
	25%	12.5%	1		across	premiums
	50%	25%	R Currency Differenti	al Surcharge (Excluding	jurisdiction	
	00.70		Interurban Vehicles)	ar Surcharge (Excluding		

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies
	B. Currency Differential Surcharge Whenever proof of insurance is required by U.S. authorities, a currency differential surcharge is added to the Liability premium to provide for the potential additional loss arising from the payment of a claim in U.S. dollars. The currency differential is the rate of exchange being charged for the U.S. dollar, to the nearest cent, as at the date the premium is calculated by the Servicing Carrier for policy issuance. The Servicing Carrier shall use the Bank of Canada closing rate from the previous published day.	Whenever proof of insurance is required by U.S. authorities, a currency differential surcharge is added to the Liability premium to provide for the potential additional loss arising from the payment of a claim in U.S. dollars. The currency differential is the rate of exchange being charged for the U.S. dollar, to the nearest cent, as at the date the premium is calculated by the Servicing Carrier for policy issuance. The Servicing Carrier shall use the Bank of Canada closing rate from the previous published day. The surcharge percentage is calculated by means of the following formula:	Clarifies wording and indicates this section excludes IU vehicles.	This will not impact premiums
	The surcharge percentage is calculated by means of the following formula: Currency differential x U.S. exposure surcharge For example: The rate of exchange for the U.S. dollar is 1.3085 Canadian. Therefore the currency differential is 0.31. The U.S. exposure surcharge is 25%. Currency differential surcharge: 0.31 X 25% = 7.75% The currency differential surcharge is 1. Applied only to the Liability premium. 2. Not subject to a minimum surcharge 3. Additional to but not compounded on the U.S. exposure surcharge.	Currency differential x Percentage of U.S. Exposure For example: The rate of exchange for the U.S. dollar is 1.3085 Canadian. Therefore the currency differential is 0.31. The percentage of U.S. exposure is 25%. Currency differential surcharge:	Clarifies how Currency Differential Surcharge is to be calculated	This will not impact premiums

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	Example: The Liability premium is \$1,000 U.S. exposure surcharge is 25% The currency differential surcharge is 7.75% Base Premium = \$1,000 U.S. exposure \$1,000 X .25 = \$250 Currency differential \$1,000 X 7.75 = 77.50 = \$78 Total Liability premium = \$1,328	The Currency Differential Surcharge is: Base Premium: \$1,000 U.S. Exposure (\$1,000 x 0.25) \$250 Currency Differential (\$1,000 x \$78 0.0775) Total Liability Premium \$1,328 4. In addition to the Servicing Carrier's fee for filing proof of insurance. 5. Payable only when proof of insurance is required	Clarifies how Currency Differential Surcharge is to be calculated	This will not impact premiums
	 In addition to the Servicing Carrier's fee for filing proof of insurance. Payable only when proof of insurance is required by U.S. authorities. The combined dollar value of the currency differential surcharge and the U.S. exposure surcharge is subject to a minimum of \$50 per policy term. For example: Using the example above, the dollar value of the U.S. exposure surcharge is \$250 and the dollar value of the currency differential surcharge is \$78. The total combined dollar value is \$328, well exceeding the minimum required. 	by U.S. authorities. 6. The combined dollar value of the Currency Differential Surcharge and the Outside Territory exposure surcharge is subject to a minimum of \$50 per policy term. For example: Using the example above, the dollar value of the Outside Territory exposure surcharge is \$250 and the dollar value of the Currency Differential Surcharge is \$78. The total combined dollar value is \$328, well exceeding the minimum required. C. Interurban Outside Territory Exposure Surcharge (Excluding Commercial Vehicles)		
		The percentage of exposure outside the Province, including the U.S., will be determined based on the International Fuel Tax Agreement (IFTA) assessment reports from the last four (4) quarters immediately preceding the effective date of the policy or endorsement. If the Named Insured does not participate in IFTA, please contact your Servicing Carrier for the documents required to confirm the percentage of	Introduces outside province exposure surcharge applicable to Interurban Vehicles	This will impact premiums on Interurban Vehicles

Rule	Current Wording	Approv	ed Wording	Change from Current	Premium impact on existing policies
		exposure outside the Proexposure.	ovince, including U.S.		
		If eligible, U.S. Filings w minimum FMCSA require			
		(Class 61, 62, 63, 64 and the jurisdiction of registion	le to Interurban Vehicles d 99) traveling outside of ration is based on the <u>total</u> ada and the U.S., and shall		
		Step 1: Determine the Territory Exposure.	Canadian Out of		
		The Canadian Out of Ter determined by how ofte the jurisdiction of regist	n the vehicle travels outside		
		a) If Canadian Out of (Operating outside th <u>less</u> :	Territory Exposure e Territories) is <u>50% or</u>		
		Where an Interurban vehicle is registered in the Northwest Territories and reports 50% or less of its total <u>Canadian</u> mileage traveling outside the Territories (Northwest Territories, Nunavut and Yukon Territories), surcharge 1% per percentage (%) of exposure applies to the total Canadian mileage.			
		Example: Canadian Out of	Applicable Canadian		
		Province Exposure	Mileage Surcharge		
		10%	10%		
		25% 50%	25% 50%		

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		b) If Canadian Out of T (Operating outside the 50%:			
		Any Interurban vehicle reconstruction and reports more mileage outside the Territories, Nunavut and Subject to the surcharge of Otherwise, refer to section	ore than 50% of its total ritoires (Northest rukon Territories), is outlined in this section.		
		Region	Applicable Surcharge		
		Atlantic Canada & Ouebec	25%		
		'Atlantic Canada' inclu Newfoundland & Labra Nova Scotia and Princ	ador, New Brunswick,		
		Ontario	420%		
		Western Canada	45%		
		'Western Canada' include Columbia, Alberta, Saska			
		To determine the surchard Region where the majority incurred from the table be	of the exposure is		
		Example: A vehicle registered in the Northwest Territories travels 70% of the time in Alberta, 10% in the Northwest Territories and 20% in Nova Scotia. As the vehicle has accumulated over 50% of the Canadian mileage in Alberta, a 45% Western Canada surcharge applies.			
		If the vehicle travels across no clear majority exists, sigenerates the highest sur			
		Example: A vehicle regist 30% in the Territories, 30 30% in Ontario and 10% vehicle has equal exposur	% in Western Canada, into the U.S. As the		

Rule	Current Wording	Appr	Change from Current	Premium impact on existing policies	
		Western Canada and Ontario, a 420% Ontario surcharge applies, as the surcharge amount is higher and the surcharge applicable to the U.S. exposure would be determined based on Step 2 below.			
		Step 2: Determine	U.S. Exposure		
			ported mileage (Canada and the per percentage (%) of exposure		
		U.S. Exposure	Applicable Surcharge		
		5%	5%		
		10%	10%		
		25%	25%		
		50%	50%		
		Step 3: Determine the Total Outside Territory Exposure Surcharge applicable to the Interurban Vehicle The total surcharge applicable is determined by totaling the amounts calculated under Step 1 and Step 2.			
		The total surcharge is premiums.	applicable to Liability		
		Example: Step 1: Canadian Ou Step 2: U.S. Exposui Total Out of Province			
		In the above example apply to Liability Pren	e, a 445% surcharge would niums.		





Manual of Rules and Rates Northwest Territories

Various Rule Changes Effective June 1, 2022 (New Business and Renewals)

Effective June 1, 2022 Facility Association is implementing the following updates for new business and renewals in Northwest Territories:

- There are amended rule changes in various section of the manual. A summary of rule changes is attached to the Manual Bulletin on the Facility Association website.
- END 35 (Emergency Service Expense) will no longer be offered; however coverage will be grandfathered on existing policies until the vehicle is removed from the policy.

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.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies
GENERAL SECT				
Risk Not Specifically Provided For	For any type of vehicle, coverage or use that is not specifically provided for in this manual, Agents/Brokers must contact their Servicing Carrier and provide details in writing when requested to do so. Where the Servicing Carrier requires assistance in these circumstances, the Servicing Carrier shall contact FA Head Office. Note: 'Excess Automobile Liability Insurance' (POL 7) or 'Lessor's Contingent Insurance' (POL 8) are not available through Facility Association.	For any type of vehicle, coverage or use that is not specifically provided for in this manual, Agents/Brokers must contact their Servicing Carrier and provide details in writing when requested to do so. Where the Servicing Carrier requires assistance in these circumstances, the Servicing Carrier shall contact FA Head Office. Note: 'Excess Automobile Liability Insurance' (POL 7) or 'Lessor's Contingent Insurance' (POL 8) and Transportation Network Policy (SPF 9) are not available through Facility Association.	Clarify that SPF 9 is not available through FA	This will not impact premiums.
	ENGER SECTION		I = .	I =
123.A & B: Commonly Used Endorsements, A. Loss of Use Coverage B. Legal Liability for Damage to Nonowned Automobile(s)	A. Loss of Use Coverage END 20 may be added to provide reimbursement for loss of use of the vehicle in the event there is loss or damage that is covered by the policy in excess of the deductible. This endorsement is only available for private passenger vehicles. This endorsement is not available on: fleet vehicles, driver training vehicles, rental vehicles, short term lease vehicles, antique/classic vehicles, police or fire vehicles or private passenger vehicles used for commercial or public purposes whether or not rated in the Private Passenger Section. Amount Payable The amount payable shall not exceed \$50 per day or total more than \$900 per occurrence.	A. Loss of Use Coverage END 20 may be added to provide reimbursement for loss of use of the vehicle in the event there is loss or damage that is covered by the policy in excess of the deductible. This endorsement is only available for private passenger vehicles. This endorsement is not available on: fleet vehicles, driver training vehicles, rental vehicles, short term lease vehicles, antique/classic vehicles, police or fire vehicles or private passenger vehicles used for commercial or public purposes whether or not rated in the Private Passenger Section. Amount Payable & Premium The amount payable shall not exceed \$50 per day.	Expand coverage offers to allow customer choice	This will not impact current policyholde rs with END 20 and END 27 coverage. Policyholde rs will have more coverage choice.

Rule	Current Wording		Approved \	Wording		Change from Current	Premium impact on existing policies
	Premium The premium charge is \$50 on an annual policy or \$26 on a six month policy. B. Legal Liability for Damage to Non-owned	Total Limit per occurrence \$900 \$1200 \$1500	\$50 \$65 \$75	Premium six month policy \$26 \$34 \$39			
	END 27 may be added to cover the Insured's legal liability for loss or damage to non-owned vehicles including trailers. By non-owned we mean vehicles not owned by or licensed in the name of the Insured or any other person residing in the same dwelling premises. The Insured must specify the type of vehicle that will be in his/her possession. Coverage may only be offered where the Insured carries Collision and Comprehensive on his/her own vehicle insured on the policy. Amount Payable The coverage provided is Collision and Comprehensive. The limit of coverage provided by the endorsement is \$40,000 subject to a deductible of \$500. Premium The premium charge is \$50 on an annual policy or \$26 on a six month policy. This is a flat fee per policy term and is not pro rated when the endorsement is added midterm to a policy or deleted midterm from a policy unless the vehicle is deleted or the policy cancelled.	Automobile(s END 27 may be liability for loss including traile not owned by or any other properties. The Insured material be in his/her proffered where Comprehensive the policy. Amount Paya The coverage properties and the endorsement of the endorsement of the policy. Total Limit \$40,000 \$50,000 This is a flat fewhen the endorsement of the endorsem	e added to cost or damage to rs. By non-over licensed in the erson residing the ust specify the ossession. Cotto the Insured control of t	Premium six month policy \$26 \$34 \$39 erm and is not product and is no	legal icles hicles insured alling that will be d d on ed by \$500.		

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies
Endorsement Application to POL 1 (Owner's Policy) END 20	20: Los of Use Provides coverage to pay for other means of transportation because of loss or damage to a described vehicle covered by END 20 caused by an insured peril and where the amount of loss or damage exceeds the deductible. Rating Private Passenger Vehicles: \$50 net per annum for amount payable up to \$50 for any one day up to \$900 Other Vehicles: Not offered. Refer to additional rules within manual for further information	20: Loss of Use Provides coverage to pay for other means of transportation because of loss or damage to a described vehicle covered by END 20 caused by an insured peril and where the amount of loss or damage exceeds the deductible. Rating Private Passenger Vehicles: The amount payable shall not exceed \$50 per day. Total Limit Premium Premium six month policy occurrence \$900 \$50 \$26 \$1200 \$65 \$34 \$1500 \$75 \$39 Other Vehicles: Not offered. Refer to additional rules within manual for further information.	Expand coverage offers to allow customer choice	This will not impact current policyholde rs with END 20 coverage. Policyholde rs will have more coverage choice.
152: Endorsement Application to POL 1 (Owner's Policy) END 27	Legal Liability for Damage to Non-Owned Automobile(s) Covers the Insured's legal liability for loss of or damage to a non-owned vehicle/trailer (not owned by or licensed in the name of the Insured or any other person residing in the same premises) arising from Collision and/or Comprehensive or Specified Perils. The Insured must specify the types of vehicle/trailer that may be in his/her custody. Rating Private Passenger Vehicles: Premium: \$50 per annum. Peril: Collision & Comprehensive only Limit: \$40,000	Legal Liability for Damage to Non-Owned Automobile(s) Covers the Insured's legal liability for loss of or damage to a non-owned vehicle/trailer (not owned by or licensed in the name of the Insured or any other person residing in the same premises) arising from Collision and/or Comprehensive or Specified Perils. The Insured must specify the types of vehicle/trailer that may be in his/her custody. Rating Private Passenger Vehicles: Peril: Collision & Comprehensive only Deductible: \$500	Expand coverage offers to allow customer choice	This will not impact current policyholde rs with END 27 coverage. Policyholde rs will have more coverage choice.

Rule	Current Wording	Approved Wording		Change from Current	Premium impact on existing policies	
	Deductible: \$500 Restriction: Coverage offered only to risks carrying both Collision and Comprehensive on the vehicle described in the policy. Note: This is a flat fee per policy term and is not pro rated when the endorsement is added midterm to a policy or deleted midterm from a policy unless the vehicle is deleted or the policy cancelled. Other Vehicles: Not offered.	both Collision a described in th Note: This is a rated when the	and Comprehe te policy. flat fee per pole endorsement ed midterm from the police			
Endorsement Application to POL 1 (Owner's Policy) END 35	35: Coverage for Emergency Road Services This endorsement provides coverage in respect of towing and emergency service expenses necessitated by disablement of the vehicle. Rating: Net annual \$5 per vehicle.	applied on a ve	lable. ing policies wh ehicle, the end	ere END 35 has been orsement will remain from the policy.	Remove endorseme nt offering and clarifying that existing coverage will be grandfathe red on existing risks.	This will not impact premiums.
COMMERCIAL		T == =			T =	I =
Endorsement Application to POL 1 (Owner's Policy) END 35	35: Coverage for Emergency Road Services This endorsement provides coverage in respect of towing and emergency service expenses necessitated by disablement of the vehicle. Rating: Net annual \$5 per vehicle.	applied on a ve	lable. ing policies wh ehicle, the end	nere END 35 has been orsement will remain from the policy.	Remove endorseme nt offering and clarifying that existing coverage will be grandfathe	This will not impact premiums.

Rule	Current Wording	Approved Wording	Change from Current	Premium impact on existing policies
			red on existing risks.	
PUBLIC SECTION	ON			
Endorsement Application to POL 1 (Owner's Policy) END 35	35: Coverage for Emergency Road Services This endorsement provides coverage in respect of towing and emergency service expenses necessitated by disablement of the vehicle. Rating: Net annual \$5 per vehicle.	35: Emergency Service Expense No longer available. Note: On existing policies where END 35 has been applied on a vehicle, the endorsement will remain until the vehicle is removed from the policy.	Remove endorseme nt offering and clarifying that existing coverage will be grandfathe red on existing risks.	This will not impact premiums.
RECREATIONA	L SECTION			
Endorsement Application to POL 1 (Owner's Policy) END 35	35: Coverage for Emergency Road Services This endorsement provides coverage in respect of towing and emergency service expenses necessitated by disablement of the vehicle. Rating: Net annual \$5 per vehicle.	Note: On existing policies where END 35 has been applied on a vehicle, the endorsement will remain until the vehicle is removed from the policy.	Remove endorseme nt offering and clarifying that existing coverage will be grandfathe red on existing risks.	This will not impact premiums.