

June 2020

Manual of Rules and Rates ONTARIO

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

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

- 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 <u>www.facilityassociation.com</u>.

With the implementation of the Private Passenger Rate Group Tables 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.



June 2020

Manual of Rules and Rates ONTARIO

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 Ontario:

• Various Commercial Rule Changes

Facility Association website www.facilityassociation.com now contains this new information.

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

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

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| | information in accordance with the Automobile Statistical Plan. 7. The vehicle is not in the possession of the Applicant (i.e. has been stolen or cannot be located). This restriction is not intended to be used as a denial of a valid theft claim. 8. A certificate of mechanical fitness and road worthiness has not been provided in accordance with the Manual of Rules and Rates e.g. home made vehicles. 9. Non-payment of premium for the current policy period (for purposes of termination only). 10. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police. | outside the 'oldest report date permitted', or where indicated, information is not issued by the Federal or Provincial Authority of the jurisdiction of registration. 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. 8. Non-payment of premium for the current policy period (for purposes of termination only). 9. Any risk where abusive or threatening behaviour of the Insured/Applicant/Driver within the previous 3 years has created a safety concern for Facility Association staff, Servicing Carrier staff or a representative acting on behalf of either and circumstances have been reported to police. NOTE: Certain Endorsements require a signature. Where no signature is obtained, the policy may be: a) Cancelled in accordance with the Statutory Conditions; b) Issued without the endorsement; c) Removed and policy re-rated accordingly. | Wording relocated from Rule 213. | This will not impact premium. |
| Rule 200.B: Filed Underwriting Rules, Rules for refusing to provide or continue a | 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: | B. Rules for refusing to provide or continue a coverage are: 1. Where a Named Insured or any person who is a regular or frequent operator of the vehicle, has, within the immediately preceding thirty six months: | Revises coverage available to Insureds with a prior misreprese ntation, | This may impact coverage offered to Insureds. |
| coverage | a) When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; | 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 | non- disclosure or Insurance Fraud | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; | b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; * Misrepresentation means a Named Insured has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. | conviction within the last 36 months. | |
| | or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Wilfully made a false statement in respect of a claim. * Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. | or c) Has contravened a term of an insurance contract or been convicted of fraud in relation thereto; or d) Wilfully made a false statement in respect of a claim. Will be subject to the following coverage limitations: i) 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. | Revises coverage available to Insureds with a prior misreprese ntation, non- disclosure or Insurance Fraud conviction within the last 36 months. | This may impact coverage offered to Insureds. |
| Rule 200.D: Filed Underwriting Rules, Supplementary Underwriting Documents | NEW | D. Supplementary Underwriting Documents 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. Document Type Oldest Report date permitted | Specifies the types of documents and frequency of updates required to underwrite a risk. | This will not impact premiums, but may impact coverage offered to Insureds. |

| Rule | Current Wording Proposed Wording | | | | Change from Current | Premium impact This will not impact premiums, but may impact coverage offered to Insureds. This will not impact coverage offered to Insureds. This will not impact coverage offered to Insureds. |
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| | | Articles of Incorporation: Where the Named Insured is an incorporated entity, or is a limited liability company. | Date of last revision | New Business | This document will confirm insurable interest. | not impact premiums, but may impact coverage offered to |
| | | 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 | This document will evaluate a carrier's safety rating, mileage and loss history in the U.S. | This will not impact premiums, but may impact coverage offered to |
| | | International Fuel Tax Assessment (IFTA): On all vehicles with 'IRP' plates, traveling outside the jurisdiction of registration, including into the U.S. Documents supplied must be issued by the Federal Authority, or Provincial Authority of the jurisdiction of vehicle registration. | Prior four (4) quarters, including any reassessme nts, immediately preceding the effective date of the policy. | New Business*, Renewals | This document will confirm out-of- province and U.S. exposure. | not impact premiums, but may impact coverage offered to |
| | | NSC Carrier Profile (CVOR 'Level 2' in Ontario or Equivalent with full | 90 days from date report was generated | New Business*, Renewals | This document will | This will not impact premiums, |

| Rule | Current Wording | Proposed Wording | | | Change from Current | Premium impact |
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| | | 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. | | | evaluate a carrier's safety rating, mileage and loss history in Canada and the U.S. | but may impact coverage offered to Insureds. |
| | | 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. Refer to Rule 209: Driving Record, for Individually-Rated Commercial Policies. | 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. |
| | | Safety Fitness Certificate: On vehicles with a Gross Vehicle Weight exceeding 4,500kg. Document supplied must be issued by | 365 days from date report was generated | New Business, Vehicle Additions | This document will confirm that insured vehicle(s) meet | This will not impact premiums, but may impact coverage |

| Rule | Current Wording | Ргоро | sed Wording | | Change from Current | Premium impact offered to Insureds. This will not impact premiums, but may impact coverage offered to Insureds. This will not impact premiums, but may impact coverage offered to Insureds. |
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| | | the Provincial Authority of the jurisdiction of vehicle registration. | | | provincial safety requiremen ts. | |
| | | 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 | This document will confirm insurable interest, registered gross vehicle weight, vehicle branding and type of plating (i.e. Commercia | not impact premiums, but may impact coverage offered to Insureds. This will not impact premiums, |
| | | *For New Business Risk traveling out-of-provinc refer to Rule 204.G New for special rating instruc | e, including into / Policies: No Pr | o the U.S., | I, IRP, and Unplated). | impact coverage offered to |
| Rule 201.A: Coverages Available and Minimum Deductibles, Liability | A. Liability Not more than \$2,000,000 except: •When required by Canadian or American federal or provincial statute, by regulation issued under authority thereof, or by municipal by-laws (but not by other local authorities such as school boards). The Liability limit may not exceed the amount required. | A. Liability Not more than \$2,000,0 •When required by Cana provincial statute, by re authority thereof, or by other local authorities su Liability limit may not ex | adian or Americ gulation issued municipal by-la uch as school b | under aws (but not by oards). The | Replaces | |
| | •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 | •Where the Named Insu- higher than \$2,000,000 in order to obtain a cont employment and where loss of the contract or e | but not exceed tract of work or failure to do so mployment. Th | ling \$5,000,000 obtain o will result in e Insured will | the term "Applicant" with "Named Insured" | premiums. |
| | be required to provide documentation of the contract requirements or employment requirements for limits no higher than \$5,000,000. This documentation is | be required to provide d requirements or employ no higher than \$5,000,0 | ment requirem | ents for limits | Allows the Servicing Carrier to | This will not impact premiums, |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | required at the time the higher limit is requested but not for subsequent renewal terms. | required at the time the higher limit is requested but not for subsequent renewal terms. | decline the application of a | but may impact coverage |
| | | The Servicing Carrier reserves the right to decline the application of a liability limit over \$2 million. | liability limit over \$2 million. | offered to Insureds. |
| | NOTE: If the Liability limit chosen by the Applicant is \$1,000,000 and proof of insurance is required for \$500,000. The policy will be issued at \$1,000,000 but the proof of insurance shall only show \$500,000. | NOTE: At no time may the liability limit shown on any proof of insurance exceed those required by the authority concerned. | Paragraph revised for consistency | This will not impact premiums. |
| | If the policy is issued for a Liability limit greater than \$1,000,000 and proof of insurance is issued, the amounts shown on the proof of insurance may not exceed those required by the authority concerned. | 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. | across all Provinces. | |
| | The policy states that an automobile and trailer are held to be one vehicle. A trailer and any towing vehicle must be insured for the same Liability limit. | The policy states that an automobile and trailer are held to be one vehicle. A trailer and any attached vehicle must be insured for the same Liability limit. | Replaces the term "towing" | This will not impact |
| | If it is necessary to provide a Liability limit that falls between two limits for which premiums or limit factors are indicated in this manual, the premium or limit factor applicable to the higher of those two limits shall be used. | If it is necessary to provide a Liability limit that falls between two limits for which premiums or limit factors are indicated in this manual, the premium or limit factor applicable to the higher of those two limits shall be used. | with "attached" | premiums. |
| | Where it is required and permissible to provide a higher Liability limit and the manual does not provide the necessary increased limit factor, contact your Servicing Carrier. | Where it is required and permissible to provide a higher Liability limit and the manual does not provide the necessary increased limit factor, contact your Servicing Carrier. | | |
| Rule 201.E: | E. Optional Physical Damage Coverage and Deductibles | E. Optional Physical Damage Coverage and Deductibles | | |
| Coverages Available and Minimum | All Perils coverage is no longer available. | All Perils coverage is no longer available. | | |
| Deductibles, Optional Physical Damage | No optional physical damage coverage shall be provided or offered for commercial vehicles valued at \$1,000,000 or more. | No optional physical damage coverage shall be provided or offered for commercial vehicles valued at \$1,000,000 or more. | | |
| | Optional physical damage coverage shall not be provided for off-road commercial vehicles e.g. logging trucks used solely in the bush. | Optional physical damage coverage shall not be provided for off-road commercial vehicles e.g. logging trucks used solely in the bush. | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | The policy states that a motor vehicle and one or more trailers are separate automobiles; consequently, different deductibles for trailers and towing vehicles are permitted. At the Servicing Carrier's discretion, vehicles rated Class 41, 42 or 49 may require a current inspection of the vehicle itself indicating that the vehicle is in satisfactory condition. The inspection will include a written report and pictures to confirm the accuracy of | The policy states that a motor vehicle and one or more trailers are separate automobiles; consequently, different deductibles for trailers and towing vehicles are permitted. | Removes wording requesting a vehicle inspection | This will not impact premiums. |
| | the VIN and the absence of unrepaired damage. The inspection will be conducted by an inspection service determined by Facility Association. | | on select classes. | |
| | In addition, a current full CVOR (Commercial Vehicle Operator's Registration) for all Class 42 and Class 46 vehicles and, at the Servicing Carrier's discretion, for other classes is required. CVOR will be obtained at the Insured's expense. | | Removes wording requesting a CVOR on select classes. | This will not impact premiums. |
| | NOTE: Normal wear and tear is not considered unrepaired damage. | | (Refer to proposed | |
| | This rule applies to new business, additions, substitutions and existing vehicles insured on an FA policy with optional physical damage coverage being added. | | rule 200.D. for the conditions and frequency | |
| | Where the inspection is not provided when required by the Servicing Carrier, where the inspection shows the vehicle is not in satisfactory condition or where a current CVOR is not provided as required, the following approach shall be taken: | | a CVOR/NSC Carrier Profile is to be supplied) | |
| | Policy shall be issued with all vehicles at the correct premium. If any inspection or CVOR is not provided within 30 days from the date requested by the Servicing Carrier, the policy shall be cancelled by registered letter. | | | |
| | Note: Extensions beyond 30 days may be permitted at the Servicing Carrier's discretion for Insureds living in remote locations. | | | |

| Rule | Current Wording | | Pr | oposed Wording | Change from Current | Premium impact |
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| | If the missing inspection or CVOR is provided before the cancellation takes effect, the policy may be reinstated. Agent/Broker may submit a new application for the vehicles meeting the inspection or CVOR requirement. a) Minimum Deductibles The deductibles are to be no less than: | | | ctibles for Light Commercial ehicle Weight Up To 4,500 kg) to be no less than: | | |
| | Rate Groups | Minimum Deductible | | | | |
| | 15 and under | \$500 | Rate Groups | Minimum Deductible | | |
| | 16 – 18 | \$1,000 | 15 and under | \$500 | Splits | This may |
| | 19 – 21 | \$2,500 | 16 – 18 | \$1,000 | Optional Physical | impact premiums |
| | 22 and over | 5% of List Price New rounded to the nearest \$250 (minimum deductible \$2,500). | 19 – 21 22 and over END 40 | \$2,500 10% of List Price New rounded to the nearest \$500 (minimum deductible \$5,000). END 40 is mandatory on any which with a mini fine algorithm. | Damage deductibles between LCV and HCV. | of clients who now require an increased deductible. |
| | Class 42 | 10% of List Price New rounded to the nearest \$250 (minimum deductible \$2,500). See example below. | | vehicles with prior fire claims within the past 60 months | Minimum deductible offered. | |
| | END 40 | END 40 is mandatory on any vehicles with prior fire claims within the past 60 months | - | | | |
| | | | Vehicles (Gross Ve The following deduc Price New, including and attached equipr | ctibles for Heavy Commercial ehicle Weight Over 4,500kg) tibles are based on Vehicle List the cost of any customizations nent. Deductibles are to be est \$500 and are to be no less | Outlines the minimum deductible requiremen ts for Heavy Commercia I Vehicles. | This may impact premiums of clients who now require an increased deductible. |
| | | | List Price New | Minimum Deductible | | |
| | | | Vehicle Make and Model listed in | 10% of List Price New (minimum deductible \$5,000). |] | |

| Rule | | Curre | nt Wording | | | - | sed Wording | | Change from Current | Premium impact |
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| | truck is \$122 shall be \$12, more applies NOTE: For r below. Whe deductible b based on cla Number claims u | 2,000 10 % 250 and the isks with c ere a risk is based on ra | is \$12,200. The rating factor laims, refer s eligible for ate group an ligher deduc e Insurance verage (All | d another tible applies. Deductible | truck is \$122 shall be \$24, more applies c) Minimum Experience For risks with a risk is eligil group and ar deductible ap Number claims u Perils, Co | I (0,000 (0,000 (12) (0,000 (12) (0,000 (12) (20) (20) (| deductible bas ed on claims, th ile Insurance overage (All nprehensive, | New New New tory on any r fire claims months Sand & Gravel he deductible for \$2,500 or Prior Loss t below. Where red on rate | Updates an example based on proposed rule Section "c)" created for clarity and updates the minimum deductible offered | This will not impact premiums. This may impact premiums of clients who now require an increased deductible, or who may no |
| | In prior | Specified Per In prior | | amount applicable to the coverage under which the claims | In prior 12 | Specified Per In prior 36 | In prior 60 months (fire and/or | applicable to the coverage under which the claims were made* | based on prior claims experience. | longer qualify for coverage. |
| | 12 months | 36 months | (fire and/or total theft) | were made* | months 3 | months - | total theft) | \$5,000 | | |
| | 3 | - 3 | 2 | \$2,500 \$1,000 | - | 3 | - | \$2,500 | | |
| | - | 4 | - | \$2,500 | - | 4 | - | 5% of List Price New rounded to | | |

| Rule | Current Wording Proposed Wording | | | | | Change from Current | Premium impact | | |
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| | - 5 or more | - | 5% of LPN (minimum deductible \$5000) | | | | the nearest \$500 (minimum deductible \$5,000). | | |
| | | 3 or more | No coverage offered | - | 5 or more | - | No coverage offered | | |
| | | | | - | - | 3 or more | No coverage offered | | |
| | *Claims that have occur shall be assigned to the coverage i.e. Collision o | appropriate s | ection of the | shall be assi | gned to the | red under All appropriate s Comprehens | | | |
| | Any higher minimum de manual shall override th | | ided for in this | | | ductibles prov ese amounts. | ided for in this | | |
| | Higher deductibles shall have been a sufficient n given coverage to warra | umber of clair | ns under any | have been a | sufficient nu | only be impos umber of clair nt such applic | | | |
| | For example, one Collisi Comprehensive losses in shall result in the applic on Comprehensive only sustained three Collision deductible be applied to | n the previous ation of a \$2,5 Only if the In Nosses as we | 12 months 500 deductible isured has II, would \$2,500 | Comprehens result in the Comprehens sustained th | ive losses in application ive only. On ree Collision | of a \$5,000 d Ily if the Insur | 12 months shall eductible on red has II, would \$5,000 | Updates an example based on proposed rule | This will not impact premiums. |
| | b) Vehicles insured for (Perils only shall be rene the next renewal if there | wed once and | then lapsed at | d) Vehicles Specified P | | or Comprehe age Only | nsive or | New | This will |
| | Liability coverage on the Comprehensive/Specifie written as new business | e policy. Vehic d Perils only s | les insured for | DCPD, Unins suspended b subsequent following ren | sured Autom by way of EN requests will newal. It is not the version of the versio | | noved or one year, itted until the to remove the | section "d)" created. Wording relocated from Rule 201.G and clarifies existing | not impact premiums. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | | If Statutory coverages are not added to the vehicle by the renewal date, the vehicle shall be renewed once with Comprehensive or Specified Perils Coverages only, then lapsed at the next renewal if there is no other vehicle with Statutory coverage on the policy. Vehicles insured for Comprehensive/Specified Perils only shall not be written as new business. | rule regarding vehicles insured for Comp/S.P. only. | |
| Rule 201.G: Coverages Available and Minimum Deductibles, Minimum Coverage | G: Minimum Coverage Policies are required to provide at least the statutory minimum coverage applicable to the jurisdiction in which the vehicle is registered except as indicated below: Exception When an automobile is temporarily out of use and in storage: a) Coverage other than Comprehensive or Specified Perils may be suspended by means of END 16 for those vehicles that are temporarily laid up. This endorsement does not suspend coverages that relate to 'driving other vehicles'. The endorsement may be used in respect of most private passenger and commercial-type vehicles. In no event shall a refund be granted for any cancellation period of less than forty-five (45) consecutive days. Suspended coverages are reinstated by means of END 17. | G: Minimum Coverage Individually rated commercial policies are required to provide at least the statutory minimum coverage applicable to the jurisdiction in which the vehicle is registered except when an automobile is temporarily out of use and in storage. Coverage other than Comprehensive or Specified Perils may be suspended by means of END 16 for those vehicles that are temporarily laid up. This endorsement does not suspend coverages that relate to 'driving other vehicles'. The endorsement may be used in respect of most private passenger and commercial-type vehicles. In no event shall a refund be granted for any suspension of less than forty-five (45) consecutive days. Suspended coverages are reinstated by means of END 17. Note: END 44R may remain on a policy only where 'moving' coverages have been suspended by means of END 16. END 16/17 is not available on experience rated risks. | Clarifies existing rule to indicate that it applies to individually rated commercial policies only. | This will not impact premiums. |
| | 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. | 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</i> | Revises rule to indicate that coverages | This may impact premium if suspension is required |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | Note: END 44R may remain on a policy only where 'moving' coverages have been suspended by means of END 16. If all coverages except Comprehensive or Specified Perils are deleted entirely, END 44R must be deleted as well. END 16/17 is not available on experience rated risks. | 201.E.d: Vehicles Insured for Comprehensive or Specified Perils Coverage Only, for conditions.Note: If all coverages except Comprehensive or Specified Perils are deleted entirely, END 44R must be deleted as well. | can be suspended for a maximum of 90 days. | for a period over 90 days. |
| | c) In the case of a new application, a policy may not be issued for Comprehensive or Specified Perils coverage only. | Statutory Minimum covorage is to be maintained at all | Wording relocated to proposed Rule 201.E,d) | This has no impact on premium |
| | Note: a), b) or c) above is not applicable for the following: 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. | Statutory Minimum coverage is to be maintained at all times on policies where the following conditions exist: Vehicles for which proof of insurance is issued or filed; Recreational vehicles to which the Recreational Section applies; 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 Definitions: | Clarifies rule to indicate under which conditions suspension of coverage will not be permitted. | This has no impact on premium. |
| | Temporarily: – May be defined as 'a limited time only, as distinguished from that which is perpetual or indefinite in duration'. There is an anticipated end point to the vehicle being out of use. Agent/Broker must indicate on the application or policy change request what the anticipated end date is, whether that is 3, 8 or 36 months from the date of the request. | Temporarily: May be defined as 'a limited time only, as distinguished from that which is perpetual or indefinite in duration'. There is an anticipated end point to the vehicle being out of use. Agent/Broker must indicate on the application or policy change request what the anticipated end date is, whether that is 3, 8 or 36 months from the date of the request. Out of use: The vehicle will not be driven either by | Replaces the term Explanatio ns with Definitions | This has no impact on premium. |
| | Out of use: – The vehicle will not be driven either by the Insured or by garage personnel or potential purchasers. | the Insured or by garage personnel or potential purchasers. | | |
| | In storage: – The vehicle is not readily available for use e.g. the plates have been removed, the battery has been removed etc. The Agent/Broker must | 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 | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | confirm on the application or policy change request that the vehicle is out of use and in storage. | confirm on the application or policy change request that the vehicle is out of use and in storage. | | |
| | If moving coverages are not added to the vehicle by the anticipated end date, the vehicle shall be renewed once and then lapsed at the next renewal if there is no other vehicle with road coverage on the policy. If Third Party Liability and Accident Benefits coverages are removed or suspended more than twice in one year, then removal of those coverages 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. | | Wording relocated to proposed Rule 201.E,d) Wording relocated to proposed Rule 201.E,d) | This has no impact on premium. This has no impact on premium. |
| Rule 203.A.: Binding Coverage – New Policies, Requirements/ Procedures for Binding New Policies | A. Requirements/Procedures for Binding New Policies 1) The Agent/Broker must have a fully completed application signed by the registered owner(s) of the vehicle(s) detailing all information on the risk. Supplementary questionnaires, if required, must be completed and signed by the Applicant. If the Servicing Carrier is required to have a driver's permission to obtain a driver record abstract, that written authorization must accompany the application. | A. Requirements/Procedures for Binding New Policies 1) The Agent/Broker must have a fully completed application signed by the Named Insure(s) of the vehicle(s) detailing all information on the risk. Supplementary questionnaires, if required, must be completed and signed by the Named Insured(s). If the Servicing Carrier is required to have a driver's permission to obtain a driver record abstract, that written authorization must accompany the application. Refer to Rule 204: New Policies for additional Information as to who may enter into a contract of Insurance. | Replaces the term "Applicant" with "Named Insured" | This has no impact on premium. |
| Rule 204: New Policies | | A. Name of the Insured and Who may Apply for Insurance The contract of Insurance may be in the name of: a) An Individual; OR b) Partnership (unincorporated); OR c) Limited Liability Company (incorporated). Insurance contracts must be made with individuals who have the capacity to enter into a contract and | Relocated from Rule 204, Section F and adds language to clarify who may apply for a contract of | This has no impact on premium. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | | 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. | Insurance, and who is considered a Named Insured. | |
| | | The Name of Insured must reflect the full name, including all "operating as" and/or "Trade" names of the individual or the business as registered with the appropriate municipal, provincial or federal authority and must be the same as the name on the vehicle registration. Two or More Names as Named Insured: 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. Where an application is received for vehicle(s) registered in two or more limited liability companies, separate polices may be required. Copies of the Articles of Incorporation for all registered entities must be reviewed by the Servicing Carrier to establish common ownership. The Servicing Carrier reserves the right to require separate applications for polices where common ownership cannot be established. Two or more limited liability companies linked by common management will require separate polices if rated individually. Refer to Rule 239: Fleets, if policy is fleet rated. Separate policies may not be required if the policy insures a combination of owned and leased vehicles. Refer to Rule 237: Long Term Leases-Specified Lessees - Leases Exceeding 30 Days. | Relocated from Rule 204, Section F and adds language to clarify who may apply for a contract of Insurance, and who is considered a Named Insured. | This has no impact on premium. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | A. Application Form Every application for insurance must be made on the current approved Standard Application Form and must be fully completed and signed by both the Applicant and Agent/Broker where required. See also Rule 204: D. Computer Generated Application Forms. Commercial, garage, public, experience rated and | 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. B. Application Form Every application for insurance must be made on the current approved Standard Application Form and must be fully completed and signed by both the Named Insured(s) and Agent/Broker where required. See also Rule 204:E. Computer Generated Application Forms. Commercial, garage, public, experience rated and | Renumbers section and replaces the term "Applicant" with "Named Insured" | This has no impact on premium. |
| | Some specially rated risks will require completion of supplementary questionnaires. 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. Where a copy of the registration is not provided, the following shall apply: 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. | commercial, garage, public, experience rated and some specially rated risks will require completion of supplementary questionnaires. A copy of the valid registration for all owned vehicles being insured, regardless of vehicle type or use, will be required with the application. Refer to Rule 200.D for a list of Supplementary Underwriting documents that may be required when binding a new risk. R C. Owners Policy (APP 1) | Refers Users back to Rule 200 for a complete list of supplemen tary info that may be required to underwrite a risk. | This has no impact on premium. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | A current approved Standard Application Form (APP 1) is required. The Agent/Broker must indicate the time and date that coverage is bound. C. Faxed Applications Fully completed and signed current approved Standard Application Forms submitted by fax are acceptable in lieu of original applications. Where required, these applications must be accompanied by the appropriate questionnaires or supplements. Where the original application has been submitted without signature, a signed and faxed copy of the application is acceptable to complete the signature requirement. D. Computer Generated Application Forms These application forms are acceptable but must be in the standard format approved by the applicable regulatory authority and must include all information that is required to be provided on the current approved Standard Application Form. The computerized application Form. The computerized application Form. The Applicant's Signature The Applicant's Signature Shall be provided on the current approved Standard Application Form or the computerized application form at the time of binding whenever possible. If the Applicant's signature cannot be obtained at the time of binding, the Servicing Carrier shall allow the Agent/Broker 30 days to obtain a signature on the original application provided the Agent/Broker assumes responsibility for the full indicated premium. In the meantime, the Agent/Broker must send a copy of the completed but unsigned application to the Servicing Carrier. If a signed copy of the application is not received by the Servicing Carrier within the 30 day time period, the Servicing Carrier shall immediately cancel the policy by registered letter. The Agent/Broker shall be | A current approved Standard Application Form (APP 1) is required. The Agent/Broker must indicate the time and date that coverage is bound. D. Faxed Applications Fully completed and signed current approved Standard Application Forms submitted by fax are acceptable in lieu of original applications. Where required, these applications must be accompanied by the appropriate questionnaires or supplements. Where the original application has been submitted without signature, a signed and faxed copy of the application is acceptable to complete the signature requirement. E. Computer Generated Application Forms These application forms are acceptable but must be in the standard format approved by the applicable regulatory authority and must include all information that is required to be provided on the current approved Standard Application Form. The computerized application must be signed and dated by the Named Insured(s) as well as the Agent/Broker. F. Named Insured(s) Signature The Named Insured(s) signature shall be provided on the current approved Standard Application Form or the computerized application form at the time of binding whenever possible. If the Named Insured(s) signature cannot be obtained at the time of binding, the Servicing Carrier shall allow the Agent/Broker 30 days to obtain a signature on the original application provided the Agent/Broker assumes responsibility for the full indicated premium. In the meantime, the Agent/Broker must send a copy of the completed but unsigned application to the Servicing Carrier. If a signed copy of the application is not received by the Servicing Carrier shall immediately cancel the policy by registered letter. The Agent/Broker shall be | Replaces the term "Applicant" with "Named Insured" Replaces the term "Applicant" with "Named Insured" | This has no impact on premium. This has no impact on premium. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | F. Name of the Insured Insurance contracts must be made with individuals who have both the capacity to contract and are legal entities. If the Applicant is not an individual(s), the name(s) appearing on the policy must be that of a legal entity i.e. a limited company or partnership. The name of the Insured must include or be the same as the name on the vehicle registration. Two or More Names as Registered Owner of the Vehicle: | responsible for the full indicated earned premium for the time on risk. G. No Prior Insurance with Out of Province including U.S. Exposure In the event that Named Insured has no prior insurance with insured vehicles traveling outside of the province, including into the U.S., supplementary underwriting documents (as outlined under Rule 200.D) required to evaluate out of province exposure, may not be immediately available for review at New Business. Where required supplementary underwriting information is unavailable when binding a new risk, as the Named Insured has not previously traveled outside of the Province or into the U.S., the vehicle(s) shall be underwritten with 75% U.S. Exposure . 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. | Current Outlines rating action to take place in the event that a Named Insured has no prior insurance and is unable to supply the documenta tion outlined under Rule 200.D. | This will impact premiums of clients with no prior insurance and travel out-of- province, including into the U.S. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | Where an application is received for vehicle(s) registered in two names, such as Pat and Drew Doe, the application must be signed by both parties. In the event the policy is to be cancelled at the Insured's request, both signatures are required on the request for cancellation. If the situation is other than the Applicant and spouse, refer to the Servicing Carrier prior to quoting or binding to verify the rating. | | | |
| | Two or More Vehicles Registered to Different 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. | | | |
| | If the Applicant has vehicle(s) leased from the same leasing company and owned vehicle(s), separate policies may not be necessary. | | | |
| | Exception: If the vehicles are separately registered to an Applicant and his or her spouse only, they may be insured under the same policy. Both must sign the application and any subsequent request to cancel a policy or delete a vehicle or coverage. | | | |
| | Where it is discovered in the middle of the policy term, that a single policy has been issued with two (or more) vehicles, one registered in one name and one in another name, both signatures shall be required on any subsequent request for cancellation of the policy or deletion of a vehicle or coverage. Separate policies must be issued at the time of next renewal. | | | |
| | G. Other Insurance If there is any other insurance in force in respect of a risk: a) Binding shall not be made effective before the expiry of that other insurance. b) If that other insurance is to be cancelled, a liability card may not be prepared before the Insurer concerned has issued the notice of cancellation, or | 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. | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | the Insured has signed the request for cancellation as the case may be. | I. Variation in Coverage To conform to the Insurance Act, the Named Insured(s) must be advised if the coverage provided by the policy is not as requested in the application. If the information received on supplementary underwriting documents is different from that reported on the application, to the extent that premium or coverage changes, the Servicing Carrier shall issue the policy based on the revised premium and/or coverage in accordance with the Manual of Rules and Rates, and notify the Agent/Broker of the applicable changes. J. Verification of Driving History In order to verify the driving history, the Servicing | Clarifies that notice is to be given to the Insured when variation of coverage ore premium occurs. | This has no impact on premium. This has no impact on |
| | H. Verification of Driving History In order to verify the driving history, the Servicing Carrier is required to obtain the following before confirming the premium: a) Driver record abstract obtained from the appropriate government department in each Canadian or U.S. jurisdiction in which the driver has been licensed in the previous three years. On experience (fleet) rated risks, the abstract is not required. | Carrier is required to obtain the following before confirming the premium: a) Driver record abstract obtained from the appropriate government department in each Canadian or U.S. jurisdiction in which the driver has been licensed in the previous three years. The report date on the Driver Abstract shall not exceed 90 days prior to the effective date of the policy. b) All vehicles shall initially be rated at Driving | permitted on an MVR for the purposes of verification of driver history. | premium. |
| | b) All vehicles shall initially be rated at Driving Record 0 unless the application is accompanied by (or the Servicing Carrier already has) proof of the accident free period and the ownership period required for a better driving record. If the applicant claims entitlement to a driving record better than that permitted by the preceding paragraph and submits details of the previous insurance(s), the Servicing Carrier shall attempt to obtain confirmation of the previous experience. The claimed better driving record shall not be granted unless and until the entitlement is verified, but the re-rating shall then be backdated appropriately. | b) All vehicles shall initially be rated at Driving Record 0 unless the application is accompanied by (or the Servicing Carrier already has) proof of the accident free period and the ownership period required for a better driving record. If the Named Insured(s) claims entitlement to a driving record better than that permitted by the preceding paragraph and submits details of the previous insurance(s), the Servicing Carrier shall attempt to obtain confirmation of the previous experience. The claimed better driving record shall not be granted unless and until the entitlement is verified, but the re-rating shall then be backdated appropriately. | Replaces the term "Applicant" with "Named Insured" | This has no impact on premium. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | 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. See special instructions under Rule 239: Fleets. If the information received is different from that reported on the application, to the extent that the premium requires amendment, the policy shall be issued at the revised premium and coverage or the Servicing Carrier shall promptly issue a correcting endorsement. | 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. See special instructions under Rule 239: Fleets. | Relocates paragraph to Rule 204.1, for consistency across all Provinces | This has no impact on premium. |
| Rule 207.A: Rating Class, Load Classification | A. Load Classification Vehicles with a Gross Vehicle Weight not in excess of 4.5 tonnes (10,000 lbs.) Light (L) Vehicles with a Gross Vehicle Weight of more than 4.5 tonnes (10,000 lbs.) Heavy (H) Road Tractors used to haul trailers Heavy (H) | A. Load Classification Vehicles with a Gross Vehicle Weight not in excess of 4,500kg (10,000 lbs.) Vehicles with a Gross Vehicle Weight of more than 4,500kg (10,000 lbs.) Road Tractors used to haul trailers | Updates rule for consistency across all Provinces | This has no impact on premium. |
| Rule 207.B: Rating Class, Radius | B. Radius (only applies to vehicles hauling cargo for compensation) 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: | B. 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: | Updates rule for consistency across all Provinces | This has no impact on premium. |

| Rule | Current Wording | | Proposed Wording | Change from Current | Premium impact |
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| | Radius 161- 400km Radius 401-750km | 00 km. ne note I beyond eds 5%. | Radius 81-160 km (100 miles)Class 61Radius 161- 400kmClass 62Radius 401-750kmClass 63Radius over 750kmClass 64Special Increased Limits (for Chemical Products,Explosives, Petroleum Products, Radioactive Materials)classifications are to be used if the vehicle istransporting Dangerous Goods.Rate Pages for classification and rates.For example: A vehicle hauling dangerous goods isused 13 times a year to transport those goods within | Update to rule for clarity and consistency across all Provinces | This has no impact on premium. |
| | and is not being used to transport goods or f specialized purpose for which it was designed | for the | a 100 km radius. Class 61B rates are applicable. 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%. 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. | Update to rule for clarity and consistency across all Provinces | This has no impact on premium. |
| Rule 207.D: Rating Class, Road Tractor Without Trailer | D. Road Tractor Without Trailer When a road tractor is insured, it is presume will be used with one or more trailers. Accord the semi-trailer Liability and DCPD premiums Rule 212: Rating of Trailers) must be charge no specific trailer is described. | dingly, s (see | D. Road Tractor Without Trailer When a road tractor not used in connection with a farm is insured, it is presumed that it will be used with one or more trailers. Accordingly, the semi-trailer Liability and DCPD premiums (see Rule 212: Rating of Trailers) must be charged even if no specific trailer is described. For tractors used in connection with a Farm, refer to Rule 207.H: Farm Trucks. | 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 | If a vehicle is used for more than one purpose highest rated class (based on premium) must used regardless of the percentage of exposu | st be | If the vehicle is used for more than one commercial purpose, the highest rated class (based on premium) | Clarifies that this pertains to | This has no impact |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | 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. Examples a) The Insured has a mini van used for courier purposes and for pleasure. Rate the vehicle for courier delivery. b) The Insured has a light pickup truck. During the day he makes business calls to clients of the company he works for as a salesman. During the night he works for another company delivering pizza. Rate the vehicle for pizza delivery. | must be used regardless of the percentage of exposure. 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. Examples: a) The insured has a minivan used for courier purposes and for pleasure. Rate the vehicle for courier delivery. b) The insured has a light pickup truck. During the day he makes business calls to clients of the company he works for as a salesman. During the night he works for another company delivering pizza. Rate the vehicle for pizza delivery. | vehicles used for more than one commercial purpose | on premium. This has |
| | | 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. Slip Tanks <u>not</u> carrying petroleum products are to be rated based on commodity hauled, Class 48 (Dangerous Goods) must not be used. Refer to Rule 236 for instructions on how to rate Driver Training Vehicles. Refer to Rule 238 for instructions on how to rate Short Term Leases. | example based on proposed language Updates rule to create consistency across all Provinces | This has no impact on premium. This has no impact on premium. |
| Rule 209: Driving Record | Driving record is the number of years of verified 'Clear Record'. This rule does not apply to coverages that are experience (fleet) rated. | Driving record for individually rated polices are the number of years of verified 'Clear Record'. This rule does not apply to coverages that are experience (fleet) rated. See special instructions under Rule 239: Fleets. | Updates rule to create consistency | This has no impact on premium. |

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| | A. Clear Record Through out the period concerned: 1. There has been no accident invo vehicle or one for which it has been and 2. The Applicant has owned the de one of a similar type for which it has substituted. Ownership is established from the Applicant takes possession of the vehicle is no requirement that drive on other vehicles; the rating is det vehicle history not the driver's hist | blving the described n substituted; scribed vehicle or as been date on which the vehicle. rs be accident free ermined from the | All vehicles shall initially be rated unless the application is accompar Servicing Carrier already has) profree period and the ownership per better driving record. If the Named Insured(s) claim entrecord better than that permitted paragraph and submits details of trinsurance details to the satisfactio Carrier, the re-rating shall then be appropriately. A. Clear Record Through out the period concerned 1. There has been no accident inv vehicle or one for which it has bee and 2. The Named Insured(s) has own vehicle or one of a similar type for substituted. Ownership is established from the Applicant takes possession of the There is no requirement that drive on other vehicles; the rating is de vehicle history not the driver's his | hied by (or the of of the accident iod required for a hitlement to a driving by the preceding the previous in of the Servicing backdated : olving the described en substituted; hed the described which it has been date on which the vehicle. ers be accident free termined from the | across all Provinces. Replaces the term "Applicant" with "Named Insured" | This has no impact on premium. |
| Rule 209.B: Driving Record, Driving Record Entitlement | B. Driving Record Entitlement Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance | Driving Record Entitlement | B. Driving Record Entitlement Period of confirmed claims free experience and vehicle ownership immediately preceding the commencement date of the period of insurance | Driving Record Entitlement | Replaces the term "Applicant" with "Named Insured" | This has no impact on premium. |
| | Less than 1 year | 0 | Less than 1 year | 0 | Insuleu | |
| | At least 1 year | 1 | At least 1 year | 1 | 1 | |
| | At least 2 years | 2 | At least 2 years | 2 |] | |
| | At least 3 years | 3 | At least 3 years | 3 |] | |
| | At least 5 years 5 Notes: 1. The driving record established applies to all coverages concerned. There is no split rating. | | Notes: 1. The driving record established a coverages concerned. There is no | | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| | 2. Where an Applicant owns more than one vehicle, each vehicle's driving record is established separately. Where an additional vehicle is acquired it shall develop its own driving record (initially at Driving Record 0). Where a vehicle is deleted, an accident charged for on the deleted vehicle shall be transferred to the remaining vehicle developing the highest premium. | 2. Where the Named Insured(s) owns more than one vehicle, each vehicle's driving record is established separately. Where an additional vehicle is acquired it shall develop its own driving record (initially at Driving Record 0). Where a vehicle is deleted, an accident charged for on the deleted vehicle shall be transferred to the remaining vehicle developing the highest premium. | | |
| Rule 209.D: Driving Record, Incorrect Class of License | 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. 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. | | 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 | Changes to standard approved forms are not permitted. Rule 243: Endorsements Applicable to POL 1 (Owner's Policy) provides certain details and rating instructions for approved endorsement forms. The descriptions are brief and reference must be made to the actual wordings of these forms to ascertain the full provisions and restrictions. Certain endorsement forms require a signature. Where no signature is obtained, the policy may be cancelled in accordance with the Statutory Conditions or the endorsement may be deleted and the policy rerated accordingly. Provided the endorsement form does not indicate the | Changes to standard approved forms are not permitted. Rule 243: Endorsements Applicable to POL 1 (Owner's Policy) provides certain details and rating instructions for approved endorsement forms. The descriptions are brief and reference must be made to the actual wordings of these forms to ascertain the full provisions and restrictions. | Removes 3 rd paragraph, as relocated to Rule 200. | This has no impact on premium. |
| | expiry date of the policy term, once an endorsement form has been signed, it need not be signed again on subsequent policy renewal terms. | expiry date of the policy term, once an endorsement form has been signed, it need not be signed again on subsequent policy renewal terms. | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
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| Rule: 225.B Definition of Accident: What is Not A Chargeable Accident | An occurrence shall not be regarded as a chargeable accident if: The Insured's degree of fault is determined as 25% or less under the relevant provincial fault determination laws or agreements or dispute resolution mechanism. The damage resulted from the vehicle being struck by an unidentified vehicle and is reported to the police within 24 hours. The damage occurred while the vehicle was legally parked and is reported to police within 24 hours. The damage results from collision with a wild or domestic animal. All damages are legally recoverable from the owner or driver of an uninsured or unidentified automobile. | An occurrence shall not be regarded as a chargeable accident if: 1. For a minor accident occurring on or after June 1, 2016 the following criteria are met: Damage to each vehicle including property damage does not exceed \$2000 and is paid by or on behalf of the at fault driver. No personal injuries are sustained. No payment is made by any insurer. This is the first minor at fault accident involving the vehicle in the previous three years. 2. For accidents not meeting the definition of minor accident or occurring prior to June 1, 2016: The Insured's degree of fault is determined as 25% or less under the relevant provincial fault determination laws or agreements or dispute resolution mechanism. The damage resulted from the vehicle being struck by an unidentified vehicle and is reported to the police within 24 hours. The damage results from collision with a wild or domestic animal. All damages are legally recoverable from the owner or driver of an uninsured or unidentified automobile. | Updates the definition of what is not a chargeable accident to include June 2016 reforms. | No impact on premium. |
| Rule 228: U.S. Exposure | A. U.S. Exposure Surcharge Any commercial vehicle that is operated in the U.S. is subject to the U.S. exposure surcharge. The Insured must advise the Agent/Broker the percentage of the total mileage that the vehicle will be used in the U.S. | A. U.S. Exposure Surcharge Any commercial vehicle that is operated in the U.S. is subject to the U.S. exposure surcharge. 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 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. | Refers Users back to Rule 200 for list of documents that may be required when an Insured travels into the U.S., how exposure is determined and revised to | This may impact premiums on Insured's who travel less than 5% into the U.S. This may impact premiums |

| Rule | Current Wor | ding | Proposed W | /ording | Change from Current | Premium impact |
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| | If the U.S. exposure is 5.0% or I the surcharge shall be waived ur require proof of insurance. In thi surcharge will apply to Liability, Uninsured Automobile, DCPD and | lless U.S. authorities s case a 5% Accident Benefits, | If the Named Insured(s) has no to Rule 204.G: No Prior Insur- Province including U.S. Expose If the Named Insured does no please contact your Servicing documents required to confirm exposure. If this exposure is 5.0% or less surcharge will apply to Liability Uninsured Automobile, DCPD a | ance with Out-of- ure t participate in IFTA, Carrier for the n the percentage of U.S. ss of total mileage, a 5% y, Accident Benefits, | indicate that surcharge will not be waived if exposure is 5% or less. | on Insured's who travel less than 5% into the U.S. |
| | NOTE: Where vehicles are opera Insureds must be asked whether insurance must be filed and, if so Liability, Accident Benefits, U Automobile, DCPD, END 44R For each percentage point of mil surcharge 1.5% of the applicable | or not proof of b, in what amount. ninsured eage in the U.S., | NOTE: Where vehicles are oper Insureds must be asked wheth insurance must be filed and, if eligible, U.S. Filings will be con- minimum FMCSA required limit carriage, commodity transport Liability, Accident Benefits, Automobile, DCPD, END 444 For each percentage point of r surcharge 1.5% of the applica | her or not proof of f so, in what amount. If mpleted using the it based on the type of ted and State required. , Uninsured R mileage in the U.S., | Clarifies that U.S. filings will be completed using the minimum required limit. | This will not impact premiums. |
| | For example: U.S. Exposure | Applicable Surcharge | For example: U.S. Exposure | Applicable Surcharge | Update example based on | This will not impact premiums. |
| | Up to 5% and proof of insurance required | 5% | Up to 5% | 5% | proposed rule | F. 00 |
| Rule 234: Vehicles Used Outside Jurisdiction of Registration | Rule 200: Filed Underwriting Rul vehicle must be registered in the the policy is issued. 'If the vehicl another jurisdiction in which Fac operates, the vehicle may be ins Agent/Broker and Servicing Carr jurisdiction.' | e jurisdiction in which e is registered in ility Association ured through an | | | Updates rule to create consistency across all Provinces and removes duplicate | This has no impact on premium. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
|------|---|---|---|-----------------------------|
| | 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. 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. For example: The Insured resides in Ontario and the vehicle is registered in that jurisdiction; however, the | 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. | language addressed in other proposed rules. | |
| | Insured will be travelling the western provinces for the next year. Regardless of where the vehicle is registered, Facility Association shall not provide insurance for vehicles that are never operated in the jurisdiction in which they were registered. | Facility Association shall not provide insurance for vehicles that are never operated in the jurisdiction in which they were registered. | | |
| | When a vehicle is registered in one jurisdiction but garaged or chiefly used in another, the following is to be used as a guide for rating purposes. | When a vehicle is registered in one jurisdiction but garaged or chiefly used in another, the following is to be used as a guide for rating purposes: | | |
| | 1. The vehicle must be insured on a policy from the jurisdiction where it is legally registered, even if the vehicle is chiefly used in another jurisdiction. | 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. | 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 being used in the U.S., it must be rated in the territory in which it is registered. | 3. If the vehicle is being used in the U.S., it must be rated in the territory in which it is registered. Refer to Rule 228: U.S. Exposure Surcharge to determine the surcharges applicable. | Updates rule to create | This has no impact on |
| | 4. See Rule 228: U.S. Exposure Surcharge to determine surcharges applicable to commercial vehicles. | | consistency across all Provinces and removes duplicate | premium. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
|--|--|--|--|-----------------------------|
| | 5. If the vehicle is used within one region as defined below, it is to be rated as though it is used in the highest rated territory of that region. If the vehicle is used in more than one region of Canada, it is to be rated as if used in the highest rated region. Region 1 – Atlantic Provinces Rate as New Brunswick Territory 3 Region 2 – Central (Ontario and Quebec) Rate as Ontario Territory 20 Region 3 – West and North Rate as Alberta Territory 4 6. If the vehicle is used in a Canadian jurisdiction for which Facility Association has no rates, the following shall apply: Charge Alberta Territory 4 for British Columbia, Saskatchewan and Manitoba. Charge Ontario Territory 20 for Quebec. 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 | 4. If the vehicle is used within one region as defined below, it is to be rated as though it is used in the highest rated territory of that region. If the vehicle is used in more than one region of Canada, it is to be rated as if used in the highest rated region. Region 1 – Atlantic Provinces Rate as New Brunswick Territory 3 Region 2 – Central (Ontario and Quebec) Rate as Ontario Territory 20 Region 3 – West and North Rate as Alberta Territory 4 5. If the vehicle is used in a Canadian jurisdiction for which Facility Association has no rates, the following shall apply: -Charge Alberta Territory 4 for British Columbia, Saskatchewan and Manitoba. -Charge Ontario Territory 20 for Quebec. | language addressed in other proposed rules. | |
| | travelled jurisdictions. | | | |
| PUBLIC SECTI | | An ecourrence shall not be regarded as a share-ship | Undatas | No impost |
| Rule: 322.B Definition of Accident: What is Not A Chargeable Accident | An occurrence shall not be regarded as a chargeable accident if: The Insured's degree of fault is determined as 25% or less under the relevant provincial fault determination laws or agreements or dispute resolution mechanism. The damage resulted from the vehicle being struck by an unidentified vehicle and is reported to the police within 24 hours. The damage occurred while the vehicle was legally parked and is reported to police within 24 hours. The damage results from collision with a wild or domestic animal. All damages are legally recoverable from the owner or driver of an uninsured or unidentified automobile. | An occurrence shall not be regarded as a chargeable accident if: 1. For a minor accident occurring on or after June 1, 2016 the following criteria are met: Damage to each vehicle including property damage does not exceed \$2000 and is paid by or on behalf of the at fault driver. No personal injuries are sustained. No payment is made by any insurer. This is the first minor at fault accident involving the vehicle in the previous three years. 2. For accidents not meeting the definition of minor accident or occurring prior to June 1, 2016: | Updates the definition of what is not a chargeable accident to include June 2016 reforms. | No impact on premium. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium impact |
|--|---|---|--|-----------------------------|
| | | The Insured's degree of fault is determined as 25% or less under the relevant provincial fault determination laws or agreements or dispute resolution mechanism. The damage resulted from the vehicle being struck by an unidentified vehicle and is reported to the police within 24 hours. The damage occurred while the vehicle was legally parked and is reported to police within 24 hours. The damage results from collision with a wild or domestic animal. All damages are legally recoverable from the owner or driver of an uninsured or unidentified automobile. | | |
| RECREATIONA | AL SECTION | | | |
| Rule: 424.B Definition of Accident: What is Not A Chargeable Accident | An occurrence shall not be regarded as a chargeable accident if: The Insured's degree of fault is determined as 25% or less under the relevant provincial fault determination laws or agreements or dispute resolution mechanism. The damage resulted from the vehicle being struck by an unidentified vehicle and is reported to the police within 24 hours. The damage occurred while the vehicle was legally parked and is reported to police within 24 hours. The damage results from collision with a wild or domestic animal. All damages are legally recoverable from the owner or driver of an uninsured or unidentified automobile. | An occurrence shall not be regarded as a chargeable accident if: 1. For a minor accident occurring on or after June 1, 2016 the following criteria are met: Damage to each vehicle including property damage does not exceed \$2000 and is paid by or on behalf of the at fault driver. No personal injuries are sustained. No payment is made by any insurer. This is the first minor at fault accident involving the vehicle in the previous three years. 2. For accidents not meeting the definition of minor accident or occurring prior to June 1, 2016: The Insured's degree of fault is determined as 25% or less under the relevant provincial fault determination laws or agreements or dispute resolution mechanism. The damage resulted from the vehicle being struck by an unidentified vehicle and is reported to the police within 24 hours. The damage results from collision with a wild or domestic animal. All damages are legally recoverable from the owner or driver of an uninsured or unidentified automobile. | Updates the definition of what is not a chargeable accident to include June 2016 reforms. | No impact on premium. |



May 2020

Manual of Rules and Rates ONTARIO

Various Rule Changes 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 Ontario:

• Various Rule Changes

Facility Association website www.facilityassociation.com now contains this new information.

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

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
|--|---|--|---|--------------------------------------|
| PRIVATE PASS | ENGER SECTION | | | |
| 128 Renewals, Renewal Processing | Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; OR c) Provide a signed (i.e. written, electronic or auto signature) request from the Insured to cancel the policy effective the renewal date. | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | If the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | | |
| | Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
|---|---|--|---|--------------------------------------|
| | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. In that event a refusal letter shall be required for private passenger vehicles. | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. In that event a refusal letter shall be required for private passenger vehicles. | | |
| 129.E Cancellations, Cancellation Procedures | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 129: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 129: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | Renewal If evidence of renewal refusal is supplied by the Agent/Broker (per Rule 128) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. | | |
| | 5. Cancellation of Renewals in Outlying Areas No longer applicable | 5. Cancellation of Renewals in Outlying Areas – No longer applicable | | |
| | 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. | 6. Flat Cancellation Exceptions 1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. | | |
| | | 2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium Impact |
|--|---|--|---|--------------------------------------|
| | 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: | 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: | | |
| Rule: 152 Endorsements Applicable to POL 1 (Owners Policy) | 28AExcluded Driver This endorsement is used to exclude coverage when the person named in the endorsement drives the automobile. Both the excluded person and the Insured must sign the endorsement. The endorsement. The endorsement must be signed annually.Premium: No charge to add endorsement. Rate vehicle as if excluded driver was not in the household. Upon removal of the END 28A, all accidents and convictions will be considered to additional rules within manual for further information. | 28AExcluded Driver This endorsement is used to exclude coverage when the person named in the endorsement drives the automobile. Both the excluded person and the Insured must sign the endorsement.Premium: No charge to add endorsement. Rate vehicle as if excluded driver was not in the household. Upon removal of the END 28A, all accidents and convictions will be considered chargeable. Refer to additional rules within manual for further information. | Removes the requirement to obtain an annual signature | No impact on premium. |
| COMMERCIAL S | ECTION | | | |
| 218 Renewals, Renewal Processing | Renewal not accepted If the renewal is not accepted by the insured, th Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
|---|---|--|---|--------------------------------------|
| Rule | Current Wording | the Agent/Broker's office; OR c) Provide a signed (i.e. written, electronic or auto signature) request from the Insured to cancel the policy effective the renewal date. If the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for | | |
| | Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | earned premium or minimum retained premium whichever is greater. Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. If the renewal date has passed and the insurance is again required, there must be a new application | | |
| 219.E Cancellations, Cancellation Procedures | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 219: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | and a new policy issued. 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 219: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall | Renewal If evidence of renewal refusal is supplied by the Agent/Broker (per Rule 218) is received by the Servicing Carrier within 15 days of the renewal's | | |

| Rule | | Current Wo | rding | | Proposed Wo | ording | Change from Current | Premium I mpact |
|--|--|---|--|--|---|--|---|-----------------------|
| | Associa are no be can it is re Agent/ premiu Servici | dited to the Agent's/Br ation account. If the re t received within 15 da celled on a pro rata ba ceived by the Servicing 'Broker shall be respor um. A written request ing Carrier, for cancella al date shall be accepto tents. | enewal documents ays, the renewal shall asis effective the date g Carrier and the asible for earned acceptable to the ation effective | the Ag If evic within a pro the Se be res reques cance | ve date, a full refund s gent's/Broker's Facility lence of renewal refusa 15 days, the renewal rata basis effective the ervicing Carrier and the sponsible for earned pr st acceptable to the Se llation effective renewa ted in lieu of evidence | | | |
| | Areas | ncellation of Renewa | ls in Outlying | Areas | ncellation of Renewa | als in Outlying | | |
| | 1) Ang cor | t Cancellation Excep y policy returned to the nplete with liability can ective date of the polic t. | e Servicing Carrier ds, prior to the | Any compl date c Any compl Agent from t Carrie | t Cancellation Except y policy returned to the ete with liability cards, of the policy, may be can y policy returned to the ete with liability cards /Broker's office, with w the Agent/Broker provi- r, prior to the effective be cancelled flat. | e Servicing Carrier , prior to the effective ancelled flat. e Agent/Broker and destroyed in the written confirmation ded to the Servicing | | |
| | a new installr financi | a cheque or electronic policy or renewal pren ment thereof is not hou al institution, flat canc d to the Agent/Broker | nium or, for the first noured by the ellation shall be | a new install financ | cheque or electronic p policy or renewal prer ment thereof is not ho ial institution, flat can d to the Agent/Broker | mium or, for the first noured by the cellation shall be | | |
| Rule: 243 Endorsements Applicable to POL 1 (Owners Policy) | 28А | Excluded Driver This endorsement is used to exclude coverage when the person named in the endorsement drives the automobile. Both the excluded person and the Insured must sign | Premium: No charge to add endorsement. Rate vehicle as if excluded driver was not in the household. Upon removal of the END 28A, all accidents and convictions will be | 28A | Excluded Driver This endorsement is used to exclude coverage when the person named in the endorsement drives the automobile. Both the excluded person and the Insured must sign | Premium: No charge to add endorsement. Rate vehicle as if excluded driver was not in the household. Upon removal of the END 28A, all accidents and convictions will be | Removes the requirement to obtain an annual signature | No impact on premium. |

| Rule | | Current Wo | rding | | | Proposed We | ording | Change from Current | Premium I mpact |
|--|---|--|--|--|--|--|---|---|--------------------------------------|
| | The e | ndorsement. indorsement be signed ally. | considered chargeable. Refer to additional rules within manual for further information. | | the e | ndorsement. | considered chargeable. Refer to additional rules within manual for further information. | | |
| PUBLIC SECTION | ON | | | | | | | | |
| 301.D Coverages Avaliable and Minimum | Minimum De | table indicates any physical d | amage coverage for | The f dedu | ollowing | any physical d | the minimum lamage coverage for | Corrects the language of the rule to syncronize with END 40 | This does not impact premiums. |
| Deductibles, Optional Physical | List Price | PUBLIC E Minimum De | | Lief | t Price | PUBLIC E Minimum D | | endorsement wording. | |
| Damage | Under \$52,501 | \$1,000 | | Unc \$52 | ler 2,501 | \$1,000 | eductible | wording. | |
| | \$52,501 - \$76,000 \$76,001 - | \$2,500 \$4,000 | | \$76 | 2,501 – <u>9,000</u> 9,001 – | \$2,500 \$4,000 | | | |
| | \$100,000 Over \$100,000 | | id value to nearest | \$10 Ove | 0,000 | | id value to nearest | | |
| | All Rate Groups | END 40 is ma vehicle with | andatory on any prior fire and total vithin the past 60 | All I | Rate Pups | END 40 is m | andatory on any prior fire claims within months | | |
| | OTHER PUBL | IC VEHICLES | | отн | ER PUBL | IC VEHICLES | i | | |
| | deductible on when Private Group Table o group is estat deductible is o | Passenger rate or Table A are to blished in Table determined by in the rate grou | the minimum amage coverage and the CLEAR Rate used. When the rate A, the minimum applying the value p to the Table A | dedu wher Grou grou dedu used | ctible on n Private p Table c p is estat ctible is c | any physical d Passenger rate r Table A are u lished in Table determined by n the rate grou | the minimum lamage coverage and the CLEAR Rate used. When the rate A, the minimum applying the value p to the Table A | | |

| Rule | | Current Wordin | g | | | Proposed Wordi | ng | Change from Current | Premium Impact |
|------|-----------------------------------|---|---------------------------|------------------------|--------------------|---|-------------------------|------------------------|-------------------|
| | CLEAR Rate Group | Minimum Deductibles Coll/ Comp/ Specified Perils | Table A | CLEAF Rate Group | | Minimum Deductibles Coll/ Comp/ Specified Perils | Table A | | |
| | 1-40 | \$500 | Up to \$30,000 | 1-40 | | \$500 | Up to \$30,000 | | |
| | 41 – 59 | \$1,000 | \$30,001 - \$60,000 | 41 – 5 | 9 | \$1,000 | \$30,001 - \$60,000 | | |
| | 60 - 79 | \$2,500 | \$60,001 - \$80,000 | 60 - 7 | 9 | \$2,500 | \$60,001 - \$80,000 | | |
| | 80 - 89 | \$5,000 | \$80,001 - \$100,000 | 80 - 8 | 9 | \$5,000 | \$80,001 - \$100,000 | | |
| | 90 - 99 | \$10,000 | \$100,001+ | 90 - 9 | 9 | \$10,000 | \$100,001+ | | |
| | when Comme Group Table Rate | a any physical damager ercial rates and Com II are used: Minimum D | mercial Rate | when Col Group Ta | mme Ible I e | any physical dama ercial rates and Con I are used: Minimum I | | - | |
| | Groups Up to 15 | \$500 | | Grou Up to | | \$500 | | | |
| | 16 – 18 | \$1,000 | | 16 – | | \$1,000 | | | |
| | 19 - 21 | \$2,500 | | 19 - | 21 | \$2,500 | | - | |
| | 22 and over | 5% of LPN up to nearest \$250 (m deductible \$2500 | inimum | 22 ar over | nd | 5% of LPN up to nearest \$250 (m deductible \$2500 | ninimum | | |
| | All RGs | END 40 is manda any vehicles with or total vehicle th within the last 60 | prior fire neft-claims | All R | Gs | END 40 is manda any vehicles with claims within the months | n prior fire | | |
| | | | | | | | | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
|---------------------------------|---|--|---|-------------------------|
| 316 | Renewal not accepted | Renewal not accepted | Amends the acceptable | This does not impact |
| Renewals, Renewal Processing | If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; | evidence of renewal refusal for the purposes of cancellation. | premiums. |
| | | OR c) Provide a signed (i.e. written, electronic or auto signature) request from the Insured to cancel the policy effective the renewal date. | | |
| | If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | If the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | | |
| | Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | | |
| | If the renewal date has passed and the insurance | If the renewal date has passed and the insurance | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
|---|---|--|---|--------------------------------------|
| | is again required, there must be a new application and a new policy issued. | is again required, there must be a new application and a new policy issued. | | |
| 317.E Cancellations, Cancellation Procedures | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 317: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. Renewal | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 317: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. Renewal | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | If evidence of renewal refusal is supplied by the Agent/Broker (per Rule 316) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. | | |
| | 5. Cancellation of Renewals in Outlying Areas No longer applicable | 5. Cancellation of Renewals in Outlying Areas – No longer applicable | | |
| | 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. | 6. Flat Cancellation Exceptions 1. Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. | | |
| | | 2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. | | |
| | 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first | 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first | | |

| Rule | | Current Wo | rding | | Proposed Wo | ording | Change from Current | Premium Impact |
|--|---|---|--|---|---|--|--|--------------------------------------|
| | financi | ment thereof is not hor al institution, flat canc d to the Agent/Broker | ellation shall be | financi | ment thereof is not ho al institution, flat cano d to the Agent/Broker | | | |
| Rule: 338 Endorsements Applicable to POL 1 (Owners Policy) | 28A | Excluded Driver This endorsement is used to exclude coverage when the person named in the endorsement drives the automobile. Both the excluded person and the Insured must sign the endorsement. The endorsement must be signed annually. | Premium: No charge to add endorsement. Rate vehicle as if excluded driver was not in the household. Upon removal of the END 28A, all accidents and convictions will be considered chargeable. Refer to additional rules within manual for further information. | 28A | Excluded Driver This endorsement is used to exclude coverage when the person named in the endorsement drives the automobile. Both the excluded person and the Insured must sign the endorsement. | Premium: No charge to add endorsement. Rate vehicle as if excluded driver was not in the household. Upon removal of the END 28A, all accidents and convictions will be considered chargeable. Refer to additional rules within manual for further information. | Removes the requirement to obtain an annual signature | No impact on premium. |
| RECREATIONAL | L SECT | ION | | | | | | |
| 411.B.4 Off Road Vehicles, Rating & Policy Issuance Notes | Option Except Similar groups If the v the rat purcha the ins | hal Physical Damage as otherwise stated for Vehicles Designed for are established as fol value of the vehicle is a group for DCPD and used) may be based or sured subject to END 1 e established using list | or Pickups, 4x4s and r Road Use, rate lows: less than \$15,000 physical damage (if n the limit chosen by 9 or the rate group | Except Similar groups If the the rat damag choser | and Optional Physic as otherwise stated for Vehicles Designed for are established as for value of the vehicle is te group for DCPD and ge (if purchased) may by the insured subjec- roup may be established | or Pickups, 4x4s and r Road Use, rate llows: less than \$15,000 optional physical be based on the limit ct to END 19 or the | Confirms the additional documents required to rate within specified parameters | This does not impact premiums. |
| | rate gr purcha price n her ow Servici | value of the vehicle is roup for DCPD and phy used) must be establish new. Where the insured on expense an appraisa ing Carrier then the sn ovehicle may be rated | visical damage (if ned based on list d produces at his or al acceptable to the low vehicle or all | rate gr damag accord a) Whe | value of the vehicle is roup for DCPD and opt ge (if purchased) must ance with the followin ere the vehicle is newl , a copy of the purchas | ional physical be established in g conditions: y acquired from a | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium Impact |
|--|--|--|---|--------------------------------------|
| | Actual Cash Value (plus applicable tax) subject to END 19. | within the 15 days prior to the effective date of the insurance) must be attached to the application or the change request. The purchase agreement must confirm the vehicle's year, make, model, serial number and purchase price. b) In any other case, the value must be substantiated by a certificate (including photo) from an independent appraiser acceptable to the Servicing Carrier. The certificate must be obtained at the Applicant's expense and must be attached to the application or the change request. | | |
| 417 Renewals, Renewal Processing | Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; OR c) Provide a signed (i.e. written, electronic or auto signature) request from the Insured to cancel the policy effective the renewal date. | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for | If the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
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| | earned premium or minimum retained premium whichever is greater. | Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | | |
| | Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | | |
| | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | | |
| 418.E Cancellations, Cancellation Procedures | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 418: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 418: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | change is not allowed. Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | change is not allowed. Renewal If evidence of renewal refusal is supplied by the Agent/Broker (per Rule 417) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. | | |
| | 5. Cancellation of Renewals in Outlying Areas No longer applicable | 5. Cancellation of Renewals in Outlying Areas – No longer applicable | | |
| | 6. Flat Cancellation Exceptions | 6. Flat Cancellation Exceptions | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
|--|--|---|--|--------------------------------------|
| | Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. | Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. | | |
| | 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: | 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: | | |
| Rule: 442 Endorsements Applicable to POL 1 (Owners Policy) | 28AExcluded Driver This endorsement is used to exclude coverage when the person named in the endorsement drives the automobile. Both the excluded person and the Insured must sign the endorsement. The endorsement must be signed annually.Premium: No charge to add endorsement. Rate vehicle as if excluded driver was not in the household. Upon removal of the END 28A, all accidents and convictions will be considered chargeable. Refer to additional rules within manual for further information. | 28AExcluded Driver This endorsement is used to exclude coverage when the person named in the endorsement drives the automobile. Both the excluded person and the Insured must sign the endorsement.Premium: No charge to add endorsement.28AExcluded Driver This endorsement drives the automobile. Both the endorsement.Premium: No charge to add endorsement.28AExcluded Driver vas not in the household. Upon removal of the END 28A, all accidents and convictions will be considered chargeable. Refer to additional rules within manual for further information. | Removes the requirement to obtain an annual signature | No impact on premium. |
| GARAGE SECTI | | | | |
| 611 Renewals, Renewal Processing | Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from | Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: | Amends the acceptable evidence of renewal refusal for the purposes of | This does not impact premiums. |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium Impact |
|------|---|--|------------------------|-------------------|
| | the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; | cancellation. | |
| | | OR c) Provide a signed (i.e. written, electronic or auto signature) request from the Insured to cancel the policy effective the renewal date. | | |
| | If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | If the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | | |
| | Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | | |
| | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
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| 617 Cancellations, Cancellation Procedures | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 617: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 617: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. 5. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. | Renewal If evidence of renewal refusal is supplied by the Agent/Broker (per Rule 611) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. 5. Flat Cancellation Exceptions Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. 2. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. | | |
| | 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: | may be cancelled flat.3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
|--|---|--|---|--------------------------------------|
| Rule: 624 Automobile Dealers | C. Dealer Plates: If there are dealer plates with no driver to be rated as principal operator of them, then rate each as excess dealer plates as described under Excess Dealer Plates. For example: There are two staff units, 3 owned cars and 1 dealer plate. Charge a private passenger rate for each of the three cars, a staff unit rate for the garage exposure and 25% of 07, 0, 1, 2 or 3 for the dealer plate. One of the staff units must be assigned as principal operator of two vehicles. | C. Dealer Plates If there are dealer plates with no driver to be rated as principal operator of them, then rate each as excess dealer plates as described under D. Excess Dealer Plates. | Removes an ambiguous example suggesting Excess Dealer Plates are entitled to a Driving Record higher than 0. | No impact on premium. |
| DRIVERS POLI | CY SECTION | | | |
| 717 Renewals, Renewal Processing | Renewal not accepted If the renewal is not accepted by the insured, the Agent/Broker must promptly return all the renewal documents (including liability cards) to the Servicing Carrier. A written request from the insured acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | Renewal not accepted If the renewal is not accepted by the Insured, the Agent/Broker must submit one of the following acceptable evidence of renewal refusal to the Servicing Carrier: a) Return all the renewal documents (including liability cards) to the Servicing Carrier; OR b) Written confirmation that the renewal has been returned complete with liability cards to the Agent/Broker AND that the documents were destroyed in the Agent/Broker's office; OR C) Provide a signed (i.e. written, electronic or auto signature) request from the Insured to cancel the policy effective the renewal date. | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | If the documents are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the documents are not received within 15 days, | If the evidence of renewal refusal is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium I mpact |
|---|---|--|---|--------------------------------------|
| | the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | | |
| | Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | | |
| | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | | |
| 718.E Cancellations, Cancellation Procedures | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 718: Flat Cancellation Exceptions. | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 718: Flat Cancellation Exceptions. | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | | |
| | Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | Renewal If evidence of renewal refusal is supplied by the Agent/Broker (per Rule 717) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. | | |
| | 5. Cancellation of Renewals in Outlying Areas | 5. Cancellation of Renewals in Outlying Areas | | |

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

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

| Rule | Current Wording | Proposed Wording | Change from Current | Premium Impact |
|---|---|--|---|--------------------------------------|
| | Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | effective the date it is received by the Servicing Carrier. The Agent/Broker shall be responsible for earned premium or minimum retained premium whichever is greater. | | |
| | Renewal documents that have been returned to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | Renewals where acceptable evidence of refusal has been submitted to the Servicing Carrier for cancellation may not be reissued unless the Servicing Carrier receives instructions no later than the renewal's effective date and the Agent/Broker collects or assumes responsibility for the full premium as outlined above. | | |
| | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | If the renewal date has passed and the insurance is again required, there must be a new application and a new policy issued. | | |
| 817.C Cancellations, Cancellation Procedures | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 817: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | 4. Flat Cancellation New Policy Flat cancellation of a new policy is not allowed except as provided under Rule 817: Flat Cancellation Exceptions. Additional Premium Policy Change Flat cancellation of an additional premium policy change is not allowed. | Amends the acceptable evidence of renewal refusal for the purposes of cancellation. | This does not impact premiums. |
| | Renewal If renewal documents and liability cards are received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If the renewal documents are not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of renewal documents. | Renewal If evidence of renewal refusal is supplied by the Agent/Broker (per Rule 816) is received by the Servicing Carrier within 15 days of the renewal's effective date, a full refund shall be credited to the Agent's/Broker's Facility Association account. If evidence of renewal refusal is not received within 15 days, the renewal shall be cancelled on a pro rata basis effective the date it is received by the Servicing Carrier and the Agent/Broker shall be responsible for earned premium. A written request acceptable to the Servicing Carrier, for cancellation effective renewal date shall be accepted in lieu of evidence of renewal refusal. | | |
| | 5. Cancellation of Renewals in Outlying Areas No longer applicable | 5. Cancellation of Renewals in Outlying Areas – No longer applicable | | |

| Rule | Current Wording | Proposed Wording | Change from Current | Premium Impact |
|------|---|--|------------------------|-------------------|
| | 6. Flat Cancellation Exceptions 1) Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. | 6. Flat Cancellation Exceptions Any policy returned to the Servicing Carrier complete with liability cards, prior to the effective date of the policy, may be cancelled flat. Any policy returned to the Agent/Broker complete with liability cards and destroyed in the Agent/Broker's office, with written confirmation from the Agent/Broker provided to the Servicing Carrier, prior to the effective date of the policy, may be cancelled flat. | | |
| | 2) If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: | 3. If a cheque or electronic payment received for a new policy or renewal premium or, for the first installment thereof is not honoured by the financial institution, flat cancellation shall be allowed to the Agent/Broker provided that: | | |



February 2020

Manual of Rules and Rates ONTARIO

Revised Motorcycle and All-Terrain Vehicle Rates Effective June 1, 2020 (New Business and Renewals)

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

- Revised Motorcycle rates. Overall, there is a change of +18.7% for Motorcycle Vehicles. Rates may vary depending upon individual policy circumstances.
- Revised All Terrain rates. Overall, there is a change of +3.5% for All Terrain Vehicles. Rates may vary depending upon individual policy circumstances.

Facility Association website www.facilityassociation.com now contains this new information.

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



November 2019

Manual of Rules and Rates ONTARIO

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

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

- +72.3% 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.
- +32.2% rate increase for Interurban fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no changes to base rates.
- +31.2% 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.
- +40.4% rate increase for Private Bus fleets achieved by moving the base driving record in the fleet calculator from 2 to 0. There are no changes to base rates.
- +48.4% 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
 - o Motorcycle
 - o Snow Vehicle
 - o All-Terrain Vehicle

- Ambulance & Funeral
- Hotel & Country Club Bus
- Motorhome
- o Campers & Personal Trailers

Facility Association website www.facilityassociation.com now contains this new information.

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



September 2019

Manual of Rules and Rates ONTARIO

2019 Private Passenger CLEAR Rate Group Tables, 2019 Commercial Rate Group Tables and Various Rule Changes Effective January 1, 2020 (New Business and Renewals)

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

- 2019 Private Passenger CLEAR Rate Group Tables with an amended range of 18 to 42 for Accident Benefits rate groups
- 2019 Commercial Rate Group Tables (Tables I and II(A))
- Various Rule Changes

This information is now available on the Facility Association website <u>www.facilityassociation.com</u>.

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

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

| Rule | Current Wording | Approved Wording | Change from Current | Premium Impact |
|--|--|--|--|--------------------------------------|
| PRIVATE PASSI | ENGER SECTION | | | |
| PRIVATE PASSI 100.B Rule for Refusing to Provide or Continue a Coverage a Coverage | B. Rules for refusing to provide or continue a coverage are: 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. 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 Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or Willfully made a false statement in respect of a claim. 2.Optional physical damage coverage shall not be provided where an application for a branded vehicle registration and, at the Servicing Carrier's discretion, a current safety certificate. NOTE: No policy will be written for vehicles branded 'irreparable'. 3.Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. For DCPD coverage, establish rate group according to Rule 116 Vehicle Rate Group and Rule 121 After Market Equipment. | B. Rules for refusing to provide or continue a coverage are: 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. 2.Optional physical damage coverage shall not be provided where an application for a branded vehicle (salvage or rebuilt) is submitted without a valid vehicle registration and, at the Servicing Carrier's discretion, a current safety certificate. | Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage. | This does not impact premiums. |

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| | The Servicing Carrier shall refer all refusals or non-continuance to the Facility Association prior to declining coverage. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. | 3.Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. For DCPD coverage, establish rate group according to Rule 116 Vehicle Rate Group and Rule 121 After Market Equipment. | Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage | This does not impact premiums. |
| 137 Proof of Insurance Where Notice of Cancellation or Deletion is Required | The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. The Agent/Broker must promptly advise the | 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. 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 Described Automobiles basis. Should proof be required on a Blanket Basis, refer to Item #4 below. 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. 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. The Servicing Carrier is responsible for the | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines. | This does not impact premiums. |
| | Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued | completion of any non-standard certificates (i.e. certificates that are to be completed on | | |

| Rule | Current Wording | | Approved Wording | Change from Current | Premium Impact |
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| | or filed with a local, provincial, federal or U.S. authority. 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. | | a non-CSIO approved form), Out-of-Province, U.S. or Other filings. 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. 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. | Allows Agents /Brokers to complete proof of | This does not impact premiums. |
| | 3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records. | 3. | If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records. | insurance requests within stated guidelines | |
| | 4. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles – unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier. | 4. | 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. | guidennes | |
| | 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. | 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. | | |
| | 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. | 6. | Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office. | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium I mpact |
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| COMMERCIAL S | ECTION | | | |
| 200.B | B. Rules for refusing to provide or continue a coverage are: | B. Rules for refusing to provide or continue a coverage are: | Removes the requirement | This does not impact |
| Rule for Refusing to Provide or Continue a Coverage | 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. | 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: | for Servicing Carrier to refer these type of risk to FA prior to declining coverage | premiums. |
| | 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. | 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. | coverage | |
| | 2.Optional physical damage coverage shall not be provided where an application for a branded vehicle (salvage or rebuilt) is submitted without a valid vehicle registration and, at the Servicing Carrier's discretion, a current safety certificate. | * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. 2.Optional physical damage coverage shall not be | | |
| | NOTE: No policy will be written for vehicles branded 'irreparable'. | provided where an application for a branded vehicle (salvage or rebuilt) is submitted without a valid vehicle registration and, at the Servicing | | |
| | 3. Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. For DCPD coverage, establish rate group according to Rule 211 Vehicle Rate Group. | Carrier's discretion, a current safety certificate. NOTE: No policy will be written for vehicles branded 'irreparable'. | Removes the requirement for Servicing Carrier to refer these | This does not impact premiums. |
| | The Servicing Carrier shall refer all refusals or non-continuance to the Facility Association prior to declining coverage. | 3.Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. For DCPD coverage, establish rate | type of risk to FA prior to declining coverage | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium Impact |
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| | * 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. | group according to Rule 211 Vehicle Rate Group. | | |
| 207.J Rating Class Table | Logs, Wood Chips, Pulpwood <u>Maximum radius 80 km (50 miles) – Class 41</u> Multiply the Class 41 premium by the factor on the Special Rating factor page <u>Radius beyond 80 km (50 miles):</u> Use Class 61 (81-160km) Class 62 (161- 400km) Class 63 (401-750km) or Class 64 (over 750km) if the Premium Table II total premium is higher than the Class 41 total premium; otherwise Class 41 rates apply. | Logs, Wood Chips, Pulpwood <u>Maximum radius 80 km (50 miles) – Class 41</u> Multiply the premium that would otherwise apply by the factor on the Special Rating factor page <u>Radius beyond 80 km (50 miles):</u> Use Class 61 (81-160km) Class 62 (161- 400km) Class 63 (401-750km) or Class 64 (over 750km) if the Premium Table II total premium is higher than the Class 41 total premium; otherwise Class 41 rates apply. | 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 | 1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. | 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. 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 Described Automobiles basis. Should proof be required on a Blanket Basis, refer to Item #4 below. 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. 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 | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines. | This does not impact premiums. |

| Rule | Current Wording | Approved Wording | Change from Current | Premium I mpact |
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| | The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority. NOTE: Where vehicles are operated in the U.S., Insureds must be asked whether or not proof of insurance must be filed and, if so, in what amount. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles – unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier. 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. | 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. 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. 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. 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. If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records. 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. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees. | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines | This does not impact premiums. |

| Rule | Current Wording | Approved Wording | Change from Current | Premium Impact |
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| | 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. | 6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office. | | |
| PUBLIC SECTIO |)N | | | |
| 300.B Rule for Refusing to Provide or Continue a Coverage | 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. 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 | 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 | Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage. | This does not impact premiums. |
| | 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. 2.Optional physical damage coverage shall not be provided where an application for a branded vehicle (salvage or rebuilt) is submitted without a valid vehicle registration and, at the Servicing | 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. |
| | Carrier's discretion, a current safety certificate. NOTE: No policy will be written for vehicles branded 'irreparable'. | 2.Optional physical damage coverage shall not be provided where an application for a branded vehicle (salvage or rebuilt) is submitted without a | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium Impact |
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| 224 | 3. Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. For DCPD coverage, establish rate group according to Rule 310 Vehicle Rate Group. The Servicing Carrier shall refer all refusals or non-continuance to the Facility Association prior to declining coverage. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. | valid vehicle registration and, at the Servicing Carrier's discretion, a current safety certificate. NOTE: No policy will be written for vehicles branded 'irreparable'. 3.Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. For DCPD coverage, establish rate group according to Rule 310 Vehicle Rate Group. | | |
| 324 Proof of Insurance Where Notice of Cancellation or Deletion is Required | 1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. | 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. 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 Described Automobiles basis. Should proof be required on a Blanket Basis, refer to Item #4 below. 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. 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 | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines. | This does not impact premiums. |

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| | 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. 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. 3. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records. 4. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles – unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier. | 2. 3. 4. | period was not previously approved by Underwriting. 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. 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. 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. If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records. 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. | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines | This does not impact premiums. |
| | 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. | 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. | | |
| | 6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing | 6. | Should the Servicing Carrier have any concern with the coverages or limits being | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium Impact |
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| | 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. | guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office. | | |
| RECREATIONAL | SECTION | | | |
| RECREATIONAL 400.B Rule for Refusing to Provide or Continue a Coverage | 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. 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. 2. Optional physical damage coverage shall not be provided where an application for a branded vehicle (salvage or rebuilt) is submitted without a valid vehicle registration and, at the Servicing Carrier's discretion, a current safety certificate. 3. Where a vehicle is licensed for road use or for off road use and is used as well for race or speed | B. Rules for refusing to provide or continue a coverage are: 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. 2.Optional physical damage coverage shall not be provided where an application for a branded vehicle (salvage or rebuilt) is submitted without a | Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage Removes the requirement for Servicing Carrier to refer these type of risk to FA prior to declining coverage | This does not impact premiums. This does not impact premiums. |
| | tests, optional physical damage coverage shall not be provided. For DCPD coverage, establish rate group according to Rule 409 Motorcycle and Moped or Rule 411 Off Road Vehicles. | valid vehicle registration and, at the Servicing Carrier's discretion, a current safety certificate. | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium Impact |
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| | The Servicing Carrier shall refer all refusals or non-continuance to the Facility Association prior to declining coverage. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. | 3.Where a vehicle is licensed for road use and is used on roads as well as for race or speed tests, optional physical damage coverage shall not be provided. For DCPD coverage, establish rate group according to Rule 409 Motorcycle and Moped or Rule 411 Off Road Vehicles. | | |
| 426 Proof of Insurance Where Notice of Cancellation or Deletion is Required | 1. The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. | 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. 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 Described Automobiles basis. Should proof be required on a Blanket Basis, refer to Item #4 below. 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. 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. | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines. | This does not impact premiums. |
| | 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. | 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. | | |

| Rule | Current Wording | | Approved Wording | Change from Current | Premium I mpact |
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| | 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. | | 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. 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. | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines | This does not impact |
| | Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for his/her records. | 3. | If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records. | | premiums. |
| | 4. Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles – unless the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed (including the signatures of the Applicant and a witness) and provided to the Servicing Carrier. | 4. | 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. | | |
| | 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. | 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. | | |
| | 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. | 6. | Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office. | | |

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| GARAGE SECTI | ON | | | |
| 600.B Underwriting Rules | Facility Association's rules for refusing to provide or continue a coverage on a POL 4 (Garage Automobile Policy) contract: | Facility Association's rules for refusing to provide or continue a coverage on a POL 4 (Garage Automobile Policy) contract: | Removes the requirement for Servicing Carrier to | This does not impact premiums. |
| | Owned automobiles are branded as 'salvage' or are in pieces. Within the preceding thirty six months, the Applicant, owner or proprietor: | 1.Owned automobiles are branded as 'salvage' or are in pieces. 2.Within the preceding thirty six months, the Applicant, owner or proprietor: | refer these type of risk to FA prior to declining coverage | |
| | knowingly misrepresented or failed to disclose in an application any fact to be stated therein resulting in a policy being cancelled by registered letter for material misrepresentation or a claim being denied for material misprepresentation. OR 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. The Servicing Carrier shall refer all refusals or non-continuance to the Facility | a)knowingly misrepresented or failed to disclose in an application any fact to be stated therein resulting in a policy being cancelled by registered letter for material misrepresentation or a claim being denied for material misprepresentation. OR b)wilfully made a false statement in respect of a claim. OR c)contravened a term of an insurance contract or been convicted of fraud in relation thereto. OR d)when making a previous application for automobile insurance, gave false particulars of a risk to be insured to the prejudice of the Insurer. | | |
| | Association Head Office prior to declining coverage. | | | |
| 608.A Proof of Insurance Where Notice of Cancellation or Deletion is Required: General Information | The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. | 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. 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. | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines | This does not impact premiums. |

| Rule | Current Wording | Approved Wording | Change from Current | Premium I mpact |
|----------------------|---|---|--|--------------------------------------|
| 608.A (Continued) | The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority. Where vehicles are operated in the U.S., Insureds must be asked whether or not proof of insurance must be filed and, if so, in what amount. | Described Automobiles and/or Described Location basis. Should proof be required | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines | This does not impact premiums. |
| | Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for their records. | 3. If proof of insurance is issued by the Servicing Carrier, a copy must be supplied to the Agent/Broker for their records. | | |
| | Proof of insurance may not be issued or filed on a 'blanket basis' i.e. without specifying the insured vehicles – unless the authority concerned permits no alternative. In that | 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 | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium Impact |
|-----------------------------------|--|--|--|--------------------------------------|
| | 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. 5. Parties cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the party that the vehicle is insured. This is the full extent of the guarantee. 6. In most cases, the Servicing Carrier's standard certificate of insurance is acceptable and is the preferable option. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed by the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Central Office. | specifying the insured vehicles or garage locations), only if the authority concerned permits no alternative. In that case, the Facility Association's form of 'Indemnification and Hold Harmless Agreement' must be fully completed, and include the signatures of the Applicant and a witness. The completed form is to be kept on file with the Servicing Carrier. 5. Parties 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. 6. Should the Servicing Carrier have any concern with the coverages or limits being guaranteed when asked to use a certificate prescribed be the organization or authority with whom the certificate is being filed, the Servicing Carrier should contact Facility Association Head Office. | Allows Agents /Brokers to complete proof of insurance requests within stated guidelines | This does not impact premiums. |
| DRIVERS POLIC | CY SECTION | | | |
| 701.B | B. Rules for refusing to provide or continue a | B. Rules for refusing to provide or continue a | Removes the | This does not |
| Rule for Refusing to | coverage are: | coverage are: | requirement for Servicing | impact premiums. |
| Provide or Continue a Coverage | Optional physical damage coverage shall not be provided where the Applicant, within the immediately preceding thirty six months, has: When making a previous application for automobile insurance, given false particulars of an automobile to be insured to the prejudice of the Insurer; or | 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; | Carrier to refer these type of risk to FA prior to declining coverage | |
| | 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 | or b) Knowingly misrepresented* or failed to disclose in an application any fact required to be stated therein; or c) Has contravened a term of an | Removes the requirement for Servicing Carrier to | This does not impact premiums. |

| Rule | Current Wording | Approved Wording | Change from Current | Premium I mpact |
|--|---|---|--|------------------------|
| | relation thereto; or iv) Wilfully made a false statement in respect of a claim. 2. Where a non-owned vehicle is licensed for road use and is used on roads as well as used for race or speed tests, optional physical damage coverage shall not be provided. The Servicing Carrier shall refer all refusals or noncontinuance to the Facility Association prior to declining coverage. * Misrepresentation means an Applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. | insurance contract or been convicted of fraud in relation thereto; or d) Willfully made a false statement in respect of a claim. * Misrepresentation means an applicant has either had a policy cancelled by registered letter for material misrepresentation or has had a claim denied for material misrepresentation. 2. Where a non-owned vehicle is licensed for road use and is used on roads as well as used for race or speed tests, optional physical damage coverage shall not be provided. | refer these type of risk to FA prior to declining coverage | |
| 725 Proof of Insurance Where Notice of Cancellation or Deletion is Required | The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a local, provincial, federal or U.S. authority. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for | The Servicing Carrier must make all filings. The Agent/Broker is not permitted to do so. The Agent/Broker must promptly advise the Servicing Carrier if proof of insurance (e.g. a financial responsibility certificate) must be issued or filed with a Local, Provincial, Federal or U.S. Authority. NOTE: Where vehicles are operated in the U.S., Agents/Brokers must ask Insureds whether or not proof of insurance must be filed and, if so, in what amount. Once the proof of insurance is issued, a copy should be supplied to the Agent/Broker for | Creates consistent wording across all jurisdictions. | No impact on premiums. |
| | his/her records. 4. The certificate showing proof of insurance guarantees that the driver is insured. This is the full extent of the guarantee. | 4. Parties requiring proof cannot be added as additional named Insureds on the policy. The certificate showing proof of insurance guarantees to the Party that the driver is insured. This is the full extent of the guarantee. | Creates consistent wording across all | No impact on premiums. |