



Manual of Rules and Rates Nova Scotia

Various Rule Changes including revised U.S Exposure Surcharge Effective November 1, 2023 (New Business and Renewals)

Effective November 1, 2023 Facility Association is implementing the following update for new business and renewals in Nova Scotia:

 There are various rule changes in sections of the manual including revised U.S. Exposure Surcharge. A summary of the rule changes are attached to the Manual Bulletin on the Facility Association website.

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

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

| Rule | Rule Current Wording Approved Wording | | Change from Current | Premium impact on existing policies |
|--|---|--|--|--|
| PRIVATE PAS | SSENGER SECTION | | | |
| Rule 103 A.3 Binding Coverage – New Policies | 3) The insurance shall take effect as of the time and date the coverage is bound. <i>Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore</i> | 3) The insurance shall take effect as of the time and date the coverage is bound, as evidenced by the Application signed by the Insured. Under no circumstances may coverage be shown as effective prior to the date and time of completion. | To bring FA inline with industry practice | This will not impact premiums |
| A. Requirements/ Procedures for binding new policies | coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. For example: | of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following-the date coverage was bound. The premium rates to be applied are those in effect on the binding date. | | |
| | a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. However, the coverage is in effect as of 1:00 p.m. on June 1. | For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2 1. However, the coverage is in effect as of 1:00 p.m. on June 1. | | |
| | b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | | |
| Rule 123.D Commonly Used Endorsements | D. Deletion of Glass Coverage The coverage provided under Comprehensive for damage to glass may be amended by means of adding 13C to delete coverage for damage to glass except when caused by Specified Perils. | D. Deletion of Glass Coverage Comprehensive Cover-Deletion of Glass Endorsement The coverage provided under Comprehensive for damage to glass may be amended by means of adding 13C to delete coverage for damage to glass except when caused by Specified Perils. | As of March 22, 2022, the name on 13C changed. | This will not impact premiums |
| | The premium charged for the reduced Comprehensive coverage is the Specified Perils premium plus 10% of the Comprehensive premium. | The premium charged for the reduced Comprehensive coverage is the Specified Perils premium plus 10% of the Comprehensive premium. | FA manual needs to be updated for | |
| | Where the deductible is \$1,000 or higher, there is no premium reduction. | Where the deductible is \$1,000 or higher, there is no premium reduction. | this change | |
| | Signature Required This endorsement requires a signature. If a signature cannot be obtained, refer to Rule 122: Endorsement Forms/Wordings. | Signature Required This endorsement requires a signature. If a signature cannot be obtained, refer to Rule 122: Endorsement Forms/Wordings. | | |

| Rule | | Current Wording | | Approved Wording | | | Premium impact on existing policies |
|---|--|---|-----|--|---|--|--|
| Rule 127.E.c Policy Changes Deletions of Vehicles and Coverages | c) In the event that the vehicle has been sold, and a copy of the bill of sale satisfactory to the Servicing Carrier is produced, the vehicle shall be deleted the day after the vehicle is sold regardless of what that date might be. For example: The vehicle was sold June 5. The Servicing Carrier does not receive the request to delete until September 5. If the insured can produce a satisfactory bill of sale, the Servicing Carrier will | | | E. Deletions of Vehicles and Coverages c) In the event that the vehicle has been sold, and a copy of the bill of sale satisfactory to the Servicing Carrier is produced, the vehicle shall be deleted the day after the vehicle is sold. regardless of what that date might be. For example: The vehicle was sold June 5. The Servicing Carrier does not receive the request to delete until September 5. If the Insured can produce a satisfactory bill of sale, the Servicing Carrier will delete the vehicle effective 12:01 a.m. June 6. | | | This will not impact premiums |
| Rule 152 Endorsements Applicable to POL 1 13C | 13C Deletion Glass Covera Amends the Compressive coverage by delete coverage for dament to glass unless caused I hazard included Specifical Perils coverage for the coverage for the coverage for dament to glass unless caused I hazard included Specifical Perils coverage for the c | Motor Homes and "Light" Commercial Vehicles (excluding Trailers) Private Passenger Vehicles, Motor Homes and "Light" Commercial Vehicles (excluding Trailers) Premium charged for reduced coverage is Specified Perils plus 10% of Comprehensive except for deductibles of \$1000 or over where there is no discount from the full applicable d in Note: For the purposes of the Automobile Statistical Plan, | 13C | Deletion of Glass Coverage Comprehensive Cover – Deletion of Glass Endorsement Amends the Comprehensive coverage by deleting coverage for damage to glass unless caused by a hazard included in Specified Perils coverage. | Private Passenger Vehicles, Motor Homes and "Light" Commercial Vehicles (excluding Trailers) Premium charged for reduced coverage is Specified Perils plus 10% of Comprehensive except for deductibles of \$1000 or over where there is no discount from the full applicable Comprehensive premium. Note: For the purposes of the Automobile Statistical Plan, the reduced coverage is reported as Comprehensive Coverage. Other Vehicles: Not offered. | As of March 22, 2022, the name on 13C changed. FA manual needs to be updated for this change. FA has reviewed rules for 13C endorsement and aims to harmonize (if possible) across all jurisdictions. | This will not impact premiums |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
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| COMMERCIA | L SECTION | | | |
| Rule 203 A.3 Binding Coverage – New Policies A. Requirements/ Procedures for binding new policies | 3) The insurance shall take effect as of the time and date the coverage is bound. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. However, the coverage is in effect as of 1:00 p.m. on June 1. b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | 3) The insurance shall take effect as of the time and date the coverage is bound, as evidenced by the Application signed by the Insured. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. However, the coverage is in effect as of 1:00 p.m. on June 1. b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | To bring FA inline with industry practice | This will not impact premiums |
| Rule 217.E.c Policy Changes Deletions of Vehicles and Coverages | E. Deletions of Vehicles and Coverages c) In the event that the vehicle has been sold, and a copy of the bill of sale satisfactory to the Servicing Carrier is produced, the vehicle shall be deleted the day after the vehicle is sold regardless of what that date might be. For example: The vehicle was sold June 5. The Servicing Carrier does not receive the request to delete until September 5. If the insured can produce a satisfactory bill of sale, the Servicing Carrier will delete the vehicle effective 12:01 a.m. June 6. | E. Deletions of Vehicles and Coverages c) In the event that the vehicle has been sold, and a copy of the bill of sale satisfactory to the Servicing Carrier is produced, the vehicle shall be deleted the day after the vehicle is sold. regardless of what that date might be. For example: The vehicle was sold June 5. The Servicing Carrier does not receive the request to delete until September 5. If the Insured can produce a satisfactory bill of sale, the Servicing Carrier will delete the vehicle effective 12:01 a.m. June 6. | To bring FA inline with industry practice | This will not impact premiums |

| Rule | Curr | ent Wording | | Approved Wor | ding | Change from Current | Premium impact on existing policies |
|--|---|-------------------|--|---|--|--|-------------------------------------|
| Rule 228. C: Outside Province Exposure. C. Interurban Outside Province Exposure Surcharge | Outside Province Exposure. C. Interurban Outside Province Exposure Province Exposure Province Exposure Based on the total reported mileage (Canada and the U.S.), surcharge 1% per percentage (%) of exposure into the U.S. For example: U.S. Exposure Applicable U.S. Surcharge | | The U.S. Exposure vehicle travels in the U.S. surcha | | | US surcharge will now be based on the State and Region where the majority of exposure exists | This may impact premiums |
| (Excluding Commercial Vehicles) | 10% 25% 50% | 10% 25% 50% | Alaska Colorado Idaho Iowa Kansas Nebraska Nevada North Dakota Oregon Utah Wisconsin Wyoming | Arizona Arkansas California Georgia Illinois Indiana Kentucky Michigan Minnesota Missouri Montana New Mexico North Carolina Ohio Oklahoma Pennsylvania South Dakota Tennessee Virginia Washington | Alabama Connecticut Delaware Florida Hawaii Louisiana Maine Maryland Massachusetts Mississippi New Hampshire New Jersey New York Rhode Island South Carolina Texas Vermont West Virginia | exists | |
| | | | | e) is based on the osure exists: | charge (per percentage Region where the icable Surcharge % of Exposure | | |

| Rule | Current Wording | Approved Wording | | Change from Current | Premium impact on existing policies |
|--|--|--|--|--|-------------------------------------|
| Rule 228. C: Outside Province Exposure. | | Region 2 Region 3 | 1.25% | US surcharge will now be based on the | This may impact premiums |
| Exposure. C. Interurban Outside Province Exposure Surcharge (Excluding Commercial Vehicles) | 3: Determine the Total Outside Province Exposure Surcharge applicable to the Interurban Vehicle The total surcharge applicable is determined by totaling the surcharge amounts calculated under Step 1 and Step 2. The total surcharge is applicable to Liability (BI and PD) and DCPD premiums. Example: Step 1: Canadian Out of Province Surcharge = 320% Step 2: U.S. Exposure Surcharge = 10% Total Out of Province Exposure Adjustment 330% In the above example, a 330% surcharge would apply to Liability (BI and PD) and DCPD Premiums. | Region 2 and 50% surcharge would but the event of a transport of the event of the even | e travels 20% in Region 1; 40% in Region 3. A surcharge rate of Region U.S. Exposure) would apply. J.S. Exposure surcharge, multiply the py the percentage of U.S. Exposure, chart above. e traveling 40% into the U.S. using ve a 60% surcharge. The the Total Outside Province arge applicable to the Interurban e applicable is determined by totaling lated under Step 1 and Step 2. e is applicable to Liability (BI and | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|---|--|--|--|-------------------------------------|
| Rule 243 Endorsements Applicable to POL 1 13C | Deletion of Glass Coverage Amends the Comprehen sive coverage by deleting coverage for damage to glass unless caused by a hazard included in Specified Perils coverage. Note: For the purposes of the Automobile Statistical Plan, the reduced coverage is Private Passenger Vehicles (excluding Trailers) Private Passenger Vehicles (excluding Trailers) Private Passenger Vehicles (excluding Trailers) Premium charged for reduced coverage is Specified Perils plus 10% of Comprehensive except for deductibles of \$1000 or over where there is no discount from the full applicable Comprehensive premium. Note: For the purposes of the Automobile Statistical Plan, the reduced coverage is reported as Comprehensive Coverage. Other Vehicles: Not offered. | Comprehensive Coverage Coverage Comprehensive Cover - Deletion of Glass Endorsement Amends the Comprehensive coverage by deleting coverage for damage to glass unless caused by a hazard included in Specified Perils coverage. Specified Perils plus 10% of Comprehensive except for deductibles of \$1000 or over where there is no discount from the full applicable Comprehensive premium. | As of March 22, 2022, the name on 13C changed. FA manual needs to be updated for this change. FA has reviewed rules for 13C endorsement and aims to harmonize (if possible) across all jurisdictions. | This will not impact premiums |
| PUBLIC SECT | | | | |
| Rule 303 A.3 Binding Coverage – New Policies A. Requirements/ Procedures for binding new policies | 3) The insurance shall take effect as of the time and date the coverage is bound. <i>Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date.</i> | 3) The insurance shall take effect as of the time and date the coverage is bound, as evidenced by the Application signed by the Insured. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. | To bring FA inline with industry practice | This will not impact premiums |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|---|---|---|--|-------------------------------------|
| | For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. However, the coverage is in effect as of 1:00 p.m. on June 1. | For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. 1. However, the coverage is in effect as of 1:00 p.m. on June 1. | | |
| | b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | | |
| Rule 315.E.c Policy Changes Deletions of Vehicles and Coverages | c) In the event that the vehicle has been sold , and a copy of the bill of sale satisfactory to the Servicing Carrier is produced, the vehicle shall be deleted the day after the vehicle is sold regardless of what that date might be. For example: The vehicle was sold June 5. The Servicing Carrier does not receive the request to delete until September 5. If the insured can produce a satisfactory bill of sale, the Servicing Carrier will delete the vehicle effective 12:01 a.m. June 6. | c) In the event that the vehicle has been sold, and a copy of the bill of sale satisfactory to the Servicing Carrier is produced, the vehicle shall be deleted the day after the vehicle is sold. regardless of what that date might be. For example: The vehicle was sold June 5. The Servicing Carrier does not receive the request to delete until September 5. If the Insured can produce a satisfactory bill of sale, the Servicing Carrier will delete the vehicle effective 12:01 a.m. June 6. | To bring FA inline with industry practice | This will not impact premiums |
| Rule 338 13C Endorsements Applicable to POL 1 | 13C Deletion of Glass Coverage Not available | 13C Deletion of Glass Coverage Comprehensive Cover-Deletion of Glass Endorsement Not available Offered on 'Public Vehicles' as described in the Public Section of this manual | As of March 22, 2022, the name on 13C changed. FA manual needs to be updated for this change | This will not impact premiums |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|---|---|--|--|--|
| RECREATION | IAL SECTION | | | |
| Rule 403 A.3 Binding Coverage – New Policies A. Requirements/ Procedures for binding new policies | 3) The insurance shall take effect as of the time and date the coverage is bound. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. However, the coverage is in effect as of 1:00 p.m. on June 1. b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | 3) The insurance shall take effect as of the time and date the coverage is bound, as evidenced by the Application signed by the Insured. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. However, the coverage is in effect as of 1:00 p.m. on June 1. b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | To bring FA inline with industry practice | This will not impact premiums |
| Rule 409.C.4 Motorcycles & Mopeds C. Rating Notes – Physical Damage | 4. Motorcycles 750 cc and over Comprehensive/Specified Perils coverage may not be provided unless: a) Where the vehicle is newly acquired from a dealer a copy of the purchase agreement (dated within the 15 days prior to the effective date of the insurance) must be attached to the application or the change request. The purchase agreement must confirm the vehicle's year, make, model, serial number and purchase price. | At the Servicing Carrier discretion, the following may be required to apply Comprehensive /Specified Perils coverage may not be provided unless: a) Bill of Sale: Where the vehicle is newly acquired from a dealer, a copy of the purchase agreement (dated within the 15 days prior to the effective date of the insurance) must be attached to the application or the change request. The purchase agreement must confirm the vehicle's year, make, model, serial number and purchase price. OR | This is not industry practice and does not been found to be of any usefulness to the underwriting process. | This will not impact premiums |

| Rule | Current Wording | | Approved Wording | Change from Current | Premium impact on existing policies |
|---|---|------|---|---|-------------------------------------|
| Rule 409.C.4 Motorcycles & Mopeds C. Rating Notes – Physical Damage | b) The Agent/Broker or an independent appraiser acceptable to the Servicing Carrier has completed the Motorcycle Inspection Report verifying that he/she has seen the vehicle and has verified its licence number, year, make, model and serial number with the information shown on the vehicle registration and on the application. This report must be obtained at the applicant's expense and must be attached to the application or change request. If coverage is deleted from the vehicle and added again at a later date, a new inspection must accompany the request for the addition of coverage. | b) | Independent Appraisal: The Agent/Broker or an independent appraiser acceptable to the Servicing Carrier has completed the Motorcycle Inspection. The report at minimum should verifying that he/she has seen the vehicle, and has verified its licence number, year, make, model and serial number with the information shown on the vehicle registration and on the application. This report must be obtained at the Applicant's expense and must be attached to the application or change request. If coverage is deleted from the vehicle and added again at a later date, a new inspection must accompany the request for the addition of coverage. | Changes the requirement for a motorcycle inspection to the discretion of the Servicing carrier. | This will not impact premiums |
| | | c) | Motorcycle Inspection: The Agent/Broker completes the Motorcycle Inspection Report verifying that they have seen the vehicle and has verified its licence number, year, make, model and serial number with the information shown on the vehicle registration and on the application. | | |
| Rule 416.E.c Policy Changes Deletions of Vehicles and Coverages | E. Deletions of Vehicles and Coverages c) In the event that the vehicle has been sold, and a copy of the bill of sale satisfactory to the Servicing Carrier is produced, the vehicle shall be deleted the day after the vehicle is sold regardless of what that date might be. For example: The vehicle was sold June 5. The Servicing Carrier does not receive the request to delete until September 5. If the insured can produce a satisfactory bill of sale, the Servicing Carrier will delete the vehicle effective 12:01 a.m. June 6. | c) I | The event that the vehicle has been sold, and a copy of the bill of sale satisfactory to the Servicing Carrier is produced, the vehicle shall be deleted the day after the vehicle is sold. regardless of what that date might be. For example: The vehicle was sold June 5. The vicing Carrier does not receive the request to delete I September 5. If the Insured can produce a sfactory bill of sale, the Servicing Carrier will delete vehicle effective 12:01 a.m. June 6. | To bring FA inline with industry practice | This will not impact premiums |

| Rule | Cu | rrent Wording | | Approve | d Wording | Change from Current | Premium impact on existing policies |
|--|--|---|-----|---|---|--|-------------------------------------|
| Rule 442 Endorsements Applicable to POL 1 13C | 13C Deletion of Glass Coverage Amends the Comprehen sive coverage by deleting coverage for damage to glass unless caused by a hazard included in Specified Perils coverage. | Motor Homes and "Light" Commercial Vehicles (excluding Trailers) Private Passenger Vehicles, Motor Homes and "Light" Commercial Vehicles (excluding Trailers) Premium charged for reduced coverage is Specified Perils plus 10% of Comprehensive except for deductibles of \$1000 or over where there is no discount from the full applicable | 13C | Deletion of Glass Coverage Comprehensive Cover – Deletion of Glass Endorsement Amends the Comprehensive coverage by deleting coverage for damage to glass unless caused by a hazard included in Specified Perils coverage. | Private Passenger Vehicles, Motor Homes and "Light" Commercial Vehicles (excluding Trailers) Premium charged for reduced coverage is Specified Perils plus 10% of Comprehensive except for deductibles of \$1000 or over where there is no discount from the full applicable Comprehensive premium. Note: For the purposes of the Automobile Statistical Plan, the reduced coverage is reported as Comprehensive Coverage. Other Vehicles: Not offered. | As of March 22, 2022, the name on 13C changed. FA manual needs to be updated for this change. FA has reviewed rules for 13C endorsement and aims to harmonize (if possible) across all jurisdictions. | This will not impact premiums |
| GARAGE SEC | CTION | | | | | | |
| Rule 602.B.a Application B. Completing the Application | B. Completing the Application When underwriting a garage policy, the following is required: a. A fully completed and signed current approved Standard Garage Application Form showing the date and time coverage was bound along with a completed Binder Control Register signed by the insured. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form; therefore, coverage may not be bound as of 12:01 a.m. on the date the application is signed. If there is any other insurance in force in respect of the risk, binding shall not be made effective before the expiry of that other insurance. | | | d: Ily completed and sign dige of Garage Application dime coverage was signed by the Interest of the application of the application of the application is signed. If therespect of the risk, | gned current approved n Form which showing the sound, as evidenced by the | To bring FA in line with industry practices. | This will not impact premiums |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
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| Rule 602.D New Policies Item 3 of the Application | D. Item 3 of the Application Specify the principal business e.g. Automobile Dealer. Should the risk have other business in respect of which automobile insurance is to be provided, then it must be listed. Any business/operation not listed is not covered. | D. Item 3 of the Application Specify the principal business e.g. Automobile Dealer, as well as dealer/Service Plate Numbers. Should the risk have other business in respect of which automobile insurance is to be provided, then it must be listed. Any business/operation/plate number not listed is not covered. | The Plate Number will now be added on Item 3, which will eliminate the need for Plate Searches | This will not impact premiums |
| Rule 611.A Renewals A. Renewal processing | A. Renewal processing If the renewal involves a vehicle for which proof of insurance has been filed or is required, refer to Rule 608: Proof of Insurance. Prior to the expiry date of the policy, the Servicing Carrier shall ask the Agent/Broker to have a new Garage Rating / Underwriting Supplement completed and signed to update the information on record for the upcoming renewal term. Such a request shall be made well in advance of the expiry date because of the need issue the renewal policy before the insurance expires. | A. Renewal processing If the renewal involves a vehicle for which proof of insurance has been filed or is required, refer to Rule 608: Proof of Insurance. Every 2 nd renewal, pPrior to the expiry date of the policy, the Servicing Carrier shall ask the Agent/Broker to have a new Garage Rating / Underwriting Supplement completed and signed to update the information on record for the upcoming renewal term. Such a request shall be made well in advance of the expiry date because of the need to issue the renewal policy before the insurance expires. The onus remains on the Broker to communicate any changes to the policy between Garage Supplement requests. | This is to reduce the number of times the Servicing Carrier needs to request a Garage Supplement. | This will not impact premiums |
| Rule 614.C Inspection Reports | C. Inspection Reports An underwriting report (Sentinel, Equifax, IAO etc.) must be ordered by the Servicing Carrier on every new garage risk. If the information in the underwriting report is not consistent with the information in the Garage Rating/ Underwriting Supplement or the garage application, the Agent/Broker, Insured and underwriting report company must be queried to resolve the inconsistency. In the event that the inconsistency cannot be resolved the matter must be referred to Facility Association Central Office. | C. Inspection Reports An underwriting report (Sentinel, Equifax, IAO etc.) must be ordered by at the Servicing Carrier's discretion on every new garage risk. If the information in the underwriting report is not consistent with the information in the Garage Rating/ Underwriting Supplement or the garage application, the Agent/Broker, Insured and underwriting report company must be queried to resolve the inconsistency. In the event that the inconsistency cannot be resolved the matter must be referred to Facility Association Central Office. If the information received is different from than 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 policy change. | Changing rule to be at the Servicing Carriers discretion. | This will not impact premiums |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|---|--|---|---|-------------------------------------|
| Rule 614.D Vehicle Plate Search Report | D. Vehicle Plate Search Report In some jurisdictions it is possible to order a report which provides a list of all vehicle plates belonging to an individual or business. In addition, the list may include vehicles leased by the Insured to other and vehicles leased to the Insured. Where the report indicates that plates are lost, stolen or returned or the Insured can provide proof of such a situation, no charge will be made for those plates. The circumstances must be clearly documented in the Servicing Carrier's file. Where available this report must be ordered by the Servicing Carrier on every new garage risk and at each renewal. NOTE: Where it is possible to order both an inspection report and a vehicle plate search report, the vehicle plate search report must be ordered. It is not necessary to order both. In those circumstances where both reports are necessary to properly assess the risk, both reports may be ordered. If the information received in the Inspection Report or Vehicle Plate Search Report 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 policy change. | **REMOVED** | Rule Deleted as Plates will now be sown on the Application, and if not shown will not be covered. | This will not impact premiums |
| Rule 629 | Tow Trucks Incidental To An Automobile Dealer Operation | Tow Trucks Incidental To An Automobile Dealer Operation | FA aims to harmonize | This may impact |
| Tow Trucks | Use Pol 4 Only Because END No. 71 is not applied to risks rated as Auto Dealers, coverage for tow trucks is included on the POL. 4. Charge Class 43 + 50% for Liability and Class 43 for all other coverage for each tow truck regardless of the radius of operations within the same province and add the premium to the basic garage premium. | Use Pol 4 Only Because END No. 71 is not applied to risks rated as Auto Dealers, coverage for tow trucks is included on the POL. 4. Charge Class 43 + 50% for Liability and DCPD and Class 43 for all other coverage for each tow truck regardless of the radius of operations within the same province and add the premium to the basic garage premium. | all jurisdiction upon reviewed DCPD needed to be inserted into this rule | premium |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|------|---|--|--|--|
| | For Legal Liability for Customer Autos for Collision and Specified Perils, calculate the rate as indicated below for each tow truck and include under the basic garage premium | For Legal Liability for Customer Autos for Collision and Specified Perils, calculate the rate as indicated below for each tow truck and include under the basic garage premium | FA aims to harmonize all jurisdiction upon | This may impact premiums |
| | Tow Trucks Incidental to All Other Garage Operations These vehicles must be insured on POL 1, as owned autos are excluded. | Tow Trucks Incidental to All Other Garage Operations These vehicles must be insured on POL 1, as owned autos are excluded. | reviewed DCPD needed to be inserted into this rule | |
| | For each tow truck Legal Liability for Customer Automobiles, must be provided by means of POL 4. It is recommended that both POL 1 and POL 4 be placed with the same Insurer to protect the Insured in the event of a claim dispute and that the Liability limits be the same on both policies. | For each tow truck Legal Liability for Customer Automobiles, must be provided by means of POL 4. It is recommended that both POL 1 and POL 4 be placed with the same Insurer to protect the Insured in the event of a claim dispute and that the Liability limits be the same on both policies. | | |
| | POL 1 - Charge Class 43 + 50% for Liability and DCPD and Class 43 for all other coverage regardless of the radius of operations within the same province. The driving record is determined in the Commercial Section of the manual. | POL 1 - Charge Class 43 + 50% for Liability and DCPD and Class 43 for all other coverage regardless of the radius of operations within the same province. The driving record is determined in the Commercial Section of the manual. | | |
| | POL 4 - Charge the staff unit rate for Liability, Accident Benefits, Uninsured Automobile and DCPD according to the type of garage operation (Repair, Service Station, Storage Garage). If the garage operation is other than a Repair, Service Station or Storage Garage, charge Storage Garage rates or Service Station rates if the Insured does not store vehicles. | POL 4 - Charge the staff unit rate for Liability, Accident Benefits, Uninsured Automobile and DCPD according to the type of garage operation (Repair, Service Station, Storage Garage). If the garage operation is other than a Repair, Service Station or Storage Garage, charge Storage Garage rates or Service Station rates if the Insured does not store vehicles. | | |
| | For Legal Liability for Collision and/or Specified Perils to Customer Autos calculate the rate as indicated below for each tow truck and include under the basic garage premium. | For Legal Liability for Collision and/or Specified Perils to Customer Autos calculate the rate as indicated below for each tow truck and include under the basic garage premium. | | |
| | Tow Trucks Not Incidental To A Garage Operation | Tow Trucks Not Incidental To A Garage Operation | | |
| | For Each Tow Truck | For Each Tow Truck | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|---|--|---|---|-------------------------------------|
| | POL 1 - Charge Class 43 + 50% for Liability and Class 43 for all other coverage regardless of the radius of operations within the same province. The driving record is determined in the Commercial Section of the manual. POL 4 or END 27B - To provide Legal Liability for Damage to Customer Autos, END 27B may be added to POL 1 or POL 4 may be issued. For POL 4, charge the Service Station staff unit rate for Liability, Accident Benefits and Uninsured Automobile and DCPD. If using END 27B, include this staff unit rate in the premium charged under END 27B. For Legal Liability for Collision and/or Specified Perils to Customer Autos, calculate the rate as indicated below for each tow truck and include under END 27B or the basic garage premium for POL 4. | POL 1 - Charge Class 43 + 50% for Liability and DCPD and Class 43 for all other coverage regardless of the radius of operations within the same province. The driving record is determined in the Commercial Section of the manual. POL 4 or END 27B - To provide Legal Liability for Damage to Customer Autos, END 27B may be added to POL 1 or POL 4 may be issued. For POL 4, charge the Service Station staff unit rate for Liability, Accident Benefits and Uninsured Automobile and DCPD. If using END 27B, include this staff unit rate in the premium charged under END 27B. For Legal Liability for Collision and/or Specified Perils to Customer Autos, calculate the rate as indicated below for each tow truck and include under END 27B or the basic garage premium for POL 4. | FA aims to harmonize all jurisdiction upon reviewed DCPD needed to be inserted into this rule | This may impact premiums |
| DRIVER'S PO | LICY SECTION | | <u> </u> | |
| Rule 704.A.3 Binding Coverage – New Policies A. Requirements/ Procedures for binding new policies | 3) The insurance shall take effect as of the time and date the coverage is bound. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. | 3) The insurance shall take effect as of the time and date the coverage is bound, as evidenced by the Application signed by the Insured. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. | To bring FA inline with industry practice | This will not impact premiums |
| | For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. However, the coverage is in effect as of 1:00 p.m. on June 1. | For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2 1. However, the coverage is in effect as of 1:00 p.m. on June 1. | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|---|---|--|---|-------------------------------------|
| | b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | | |
| NON OWNED | SECTION | l . | <u> </u> | |
| Rule 803.A.3 Binding Coverage – New Policies A. Requirements/ Procedures for binding new policies | 3) The insurance shall take effect as of the time and date the coverage is bound. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. | 3) The insurance shall take effect as of the time and date the coverage is bound, as evidenced by the Application signed by the Insured. Under no circumstances may coverage be shown as effective prior to the date and time of completion of the application form. Therefore coverage may not be bound as of 12:01 a.m. on the date the application is signed. However, except when the binding time is 12:01 a.m. of a future date, the policy shall be shown as effective at 12:01 a.m. on the day following the date coverage was bound. The premium rates to be applied are those in effect on the binding date. | To bring FA inline with industry practice | This will not impact premiums |
| | For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. However, the coverage is in effect as of 1:00 p.m. on June 1. b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | For example: a) Coverage is bound at 1:00 p.m. on June 1. The application is signed on June 1. The policy will be issued showing an effective date of 12:01 a.m. June 2. 1. However, the coverage is in effect as of 1:00 p.m. on June 1. b) Coverage is bound as of 12:01 a.m. June 1. The application was signed on May 29. The policy will be issued showing an effective date of 12:01 a.m. June 1. | | |
| Rule 812.F | F. Minimum Premium / Minimum Retained Premium The minimum premium for POL 6 (Non-Owned | F. Minimum Premium / Minimum Retained Premium The minimum premium for POL 6 (Non-Owned Automobile Policy), shall be \$250 \$400 and the | Increases minimum policy premium | This may impact premiums |
| Premium / Minimum Retain Premium | Automobile Policy), shall be \$250 and the minimum retained premium, in the event of cancellation, shall be \$250. | minimum retained premium, in the event of cancellation, shall be \$250 -\$400. | and minimum retained premium. | |





Manual of Rules and Rates Nova Scotia

2023 Private Passenger CLEAR Rate Group Table, 2023 Commercial Rate Group Table, Revised Motorcycle & Mopeds, Motor Homes, Camper Unit, Private Trailers, Antique & Classic Vehicle Rates and Motorcycle Rule Change Effective September 1, 2023 (New Business and Renewals)

Effective September 1, 2023 Facility Association is implementing the following updates for new business and renewals in Nova Scotia:

- 2023 Private Passenger CLEAR Rate Group Tables now having an amended range of 1-12 for Accident Benefits rate groups;
- 2023 Commercial Rate Group Tables (Tables I and II);
- Revised rate pages for Motorcycle & Mopes, Motor Homes, Camper Unit, Private Trailer, Antique & Classic Vehicle. There are no rate changes associated with these classes of business;
- Motorcycle Rule 409.B has been amended.

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

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

| Rule | Current Wording | | Approved | Wording | | Change from Current | Premium impact on existing policies |
|--|---|--|--|--|--|---|-------------------------------------|
| RECREATIONAL | SECTION | | | | | | |
| RECREATIONAL 409.B Motorcycles & Mopeds, Driving Record | 1. Driving Record Entitlement The full number of years immediately preceding the commencement date of the period of insurance for which: a) the principal driver has continuously held a valid operator's licence; and b) there has been no chargeable accidents | commenceme which: a) the principal operator's b) there has to the Regardless of has held a lead licence, the risuntil a regular Years Licenced Less than 1 1 year 2 years 3 years 4 years 5 years Where an accomore) is applify of Driving Recomposition. | er of years in the period dispersion of the pe | mmediately e period of continuous geable accident will a period of continuous geable accident | ly held a valid dents a an operator level one riving Record 0 btained. Valid or Level 2 DTC 3 3 4 5 narge (15% or n, a maximum | Clarifies the rule that DR will not progress when operator only has Leaner's licence / permit Aligns the rule in the manual where accident or conviction surcharge (15% or more DR 3 shall be allowed Outlines where driving record applies to which | |
| | | | | | | coverage | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|------|---|---|---|--|
| | 2. Calculating Driving Record with a Licence Suspension/Cancellation/Lapse Suspension of Operator's Licence can be one of two types: | 2. Calculating Driving Record with a Licence Suspension/Cancellation/Lapse Suspension of Operator's Licence can be one of two types: | Update the current rule to include the maximum | |
| | A. Suspension for cause: A driver's licence suspension or cancellation for more than two weeks resulting from a conviction or an accumulation of demerit points. | A. Suspension for cause: A driver's licence suspension or cancellation for more than two weeks resulting from a conviction or an accumulation of demerit points. | DR applicable on Motorcycle / Moped | |
| | B. Administrative Suspension/ Cancellation/Lapse: A suspension/cancellation/lapse for one year or more for any reason other than those outlined in item A. | B. Administrative Suspension/ Cancellation /Lapse: A suspension/cancellation/lapse for one year or more for any reason other than those outlined in item A. | / Woped | |
| | A. With suspensions for cause For the total of all suspensions within the last 3 years, deduct 1 year for each year (or partial year) of suspension from the driving record | A. With suspensions for cause For the total of all suspensions within the last 5 years, deduct 1 year for each year (or partial year) of suspension from the driving record (maximum Driving Record 3). | | |
| | Examples: 1. Risk is eligible for driving record 3. One operator has a 6 month suspension for demerit points. Risk qualifies for driving record 2. | Example 1 Risk is eligible for driving record 4. One operator has a 6 month suspension for demerit points. Risk qualifies for driving record 3. | | |
| | Risk is eligible for driving record 3. One operator has 18 month suspension for convictions. Risk qualifies for Driving Record 1. | Example 2 Risk is eligible for driving record 4. One operator has 18 month suspension for convictions. Risk qualifies for Driving Record 2. | | |
| | B. With administrative suspensions/cancellation/lapse: If the total time the driver's licence has been suspended/ cancelled/lapsed is less than 1 year in the past 3 years, the driving record will not be affected. | B. With administrative suspensions/cancellation/lapse: If the total time the driver's licence has been suspended/cancelled/lapsed is less than 1 year in the past 5 years, the driving record will not be affected | | |
| | If the total time the driver's licence has been suspended/ cancelled/lapsed is 1 year or more in the past 3 years, the driving record will be reduced by 1 for every year (or partial year) suspended/cancelled/lapsed. | • If the total time the driver's licence has been suspended/ cancelled/lapsed is 1 year or more in the past 5 years, the driving record will be reduced by 1 for every year (or partial year) suspended/cancelled/lapsed. | | |

| Rule | | Current W | ording/ | | Approved Wording | Change from Current | Premium impact on existing policies |
|------|---|---|--|---------------------------------------|--|---------------------------|--|
| | Examples: 1. Risk is eligib has a 10 month qualifies for Dri | n suspension | for unpaid fi | | Example 1 Risk is eligible for Driving Record 4. One operator has a 10 month suspension for unpaid fines. Risk still qualifies for Driving Record 4. | | |
| | 2. Risk is eligib has 24 month s qualifies for Dri | suspension fo | r unpaid fine | | Example 2 Risk is eligible for Driving Record 4. One operator has 24 month suspension for unpaid fines. Risk now qualifies for Driving Record 2. | | |
| | If the driver's liprincipal operations suspended/can see Rule 431: \$\frac{1}{2}\$ | tor is currentl celled/lapsed | Iy | | If the driver's licence of the person reported as the principal operator is currently suspended/cancelled/lapsed see Rule 431: Suspension of Operator's Licence. | | |
| | An operator wit for a driver train | | | | An operator with a licence suspension is not eligible for a driver training discount or new driver credit. | | |
| | Regardless of t has held a Lear Licence, the ris until a regular | ner's Licence k will qualify | /Permit or Le for only Driv | evel One ing Record 0 | | | |
| | Years Licenced | Learner' s Permit | Valid or Level 2 no DTC | Valid or Level 2 DTC | | | |
| | Loss than 1 | 0 | 0 | 2 | | | |
| | Less than 1 1 year | 0 | 1 | 3 | | | |
| | 2 years | 0 | 2 | 3 | | | |
| | 3 years | 0 | 3 | 3 | | | |
| | A chargeable a | | | ng of the | | | |
| | 3. Valid Opera A valid licence concerned. A Le licence where t regarded as a v pertains to the | to drive the t earner's Perm here is Gradu valid operator | type of vehic nit/Licence or nated Licensin 's licence ex | Level One ng will be cept as it | 3. Valid Operator's Licence A valid licence to drive the type of vehicle concerned. A Learner's Permit/Licence or Level One licence where there is Graduated Licensing will be regarded as a valid operator's licence except as it pertains to the accumulation of experience. | | |

| Rule | Current Wording | Approved Wording | Change from Current | Premium impact on existing policies |
|------|---|---|---------------------------|-------------------------------------|
| | The operator of a Moped must meet the licence requirements of the jurisdiction in which the vehicle is operated. | The operator of a Moped must meet the licence requirements of the jurisdiction in which the vehicle is operated. | | |
| | For purposes of policy issuance, the operator of a motorcycle must possess a valid driver's licence. Where the operator fails to have the proper class of licence, the policy will be issued at Driving Record 0. If evidence of the correct class of licence is not provided to the Servicing Carrier within 30 days, the policy will be cancelled by registered letter. | For purposes of policy issuance, the operator of a motorcycle must possess a valid driver's licence. Where the operator fails to have the proper class of licence, the policy will be issued at Driving Record 0. If evidence of the correct class of licence is not provided to the Servicing Carrier within 30 days, the policy will be cancelled by registered letter. | | |
| | 4. New Drivers Where the applicant, actual owner or operator holds only a Learner's Licence/Permit or Level One Licence the risk will qualify for only Driving Record 0 until a regular motorcycle licence is obtained. Refer to Rule 409: B.1. Accumulation of experience begins only when a permanent licence (Level 2) is obtained. A newly licensed driver will qualify for only Driving Record 0 for the first year. 'Newly licensed' does not include Learner's Licence/ Permit or Level One Licence. A licensed (Level 2 or 3 for graduated licensing) new driver with Driver Training shall be rated at Driving Record 3, provided that the driver has no at fault accidents or no licence suspensions at the commencement of the period of insurance. 5. Driver Training | 4. New Drivers Where the applicant, actual owner or operator holds only a Learner's Licence/Permit or Level One Licence the risk will qualify for only Driving Record 0 until a regular motorcycle licence is obtained. Refer to Rule 409:B.1. Accumulation of experience begins only when a permanent licence (Level 2) is obtained. A newly licensed driver will qualify for only Driving Record 0 for the first year. 'Newly licensed' does not include Learner's Licence/ Permit or Level One Licence. A licensed (Level 2 or 3 for graduated licensing) new driver with Driver Training shall be rated at Driving Record 3, provided that the driver has no at fault accidents or no licence suspensions at the commencement of the period of insurance. 5. Driver Training | | |
| | Successful completion of the Motorcycle Driver Training Program approved by the Canada Safety Council or any training program approved by the appropriate Ministry of Transportation where the program also has the authority to issue motorcycle licences. | Successful completion of the Motorcycle Driver Training Program approved by the Canada Safety Council or any training program approved by the appropriate Ministry of Transportation where the program also has the authority to issue motorcycle licences. | | |





Manual of Rules and Rates Nova Scotia

Revised Public Bus, Private Bus, School Bus, Hotel & Country Club Bus, Ambulance and Funeral Rates Effective August 1, 2023 (New Business and Renewals)

Effective August 1, 2023 Facility Association is implementing the following updates for new business and renewals in Nova Scotia:

- Revised Public Bus rates. Overall there is a change of +1.1%. Rates may vary depending upon individual policy circumstances;
- Revised Private Bus rates. Overall there is a change of -2.4%. Rates may vary depending upon individual policy circumstances;
- Revised School Bus rates. Overall there is a change of +2.4%, Rates may vary depending upon individual policy circumstances;
- Revised rate pages for Hotel & Country Club Bus, Ambulance and Funeral. There are no rate changes associated with these classes of business.

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

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