# CHECKING SLIP—IMPORTANT

# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

**FL 2019 Revision 001**

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| NEW PAGES ENCLOSED | (3)–(4), 3-13–3-16, 3-19–3-20, 3-23–3-24, 4-11–4-16, 5-5–5-6, 6-5–6-8, (a)–(c) |
| SUPERSEDED—REMOVE | All previous Checking Slips<br>(3)–(4), 3-13–3-16, 3-19–3-20, 3-23–3-24, 4-11–4-16, 5-5–5-6, 6-5–6-8, (i)–(vii), (a)–(c) |
| NEW CHANGES | **Manual of Rules and Rates** |
| Filing No. FL 18-13 | The Commercial Automobile Liability and Light Trucks Physical Damage rates are revised including rates for zone rated automobiles (Rule 46), hired autos (Rule 75), and nonowned auto liability coverage (Rule 76).<br>These rate changes are **effective April 1, 2019**.<br>• Rule 46 .....Pages 3-13–3-15<br>• Rule 75 .....Page 6-5<br>• Rule 76 .....Page 6-7<br>• Commercial Automobile Liability rates .....Pages 3-19, 3-20, 4-11–4-16, 5-6<br>• Light Trucks Physical Damage base rates .....Pages 3-23 and 3-24 |
| | Table of Contents page (4) is revised. |
| ELECTRONIC MANUAL | The Florida Automobile Joint Underwriting Association Manual is available in electronic format at *https://www.aipso.com/Manuals/FloridaManuals.aspx*. Register at *https://www.aipso.com/EmailAlerts.aspx* to receive email alerts when the manual is updated. |
| ABOUT THIS MANUAL | Stars (★) indicate the beginning of an amendment and end symbols (❖) indicate the ending of an amendment. The latest effective dates of the Plan of Operation and Manual of Rules and Rates are listed on pages (a)–(c) located at the end of the Manual. |

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# FLORIDA

# AUTOMOBILE JOINT

# UNDERWRITING ASSOCIATION

## PLAN OF OPERATION

**A. ARTICLES OF ASSOCIATION**

**B. OPERATING PRINCIPLES**

**PART I—Operating Principles—General**
**PART II—Operating Principles—Servicing Carriers**
**PART III—Operating Principles—Producers**

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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION

# PLAN OF OPERATION

## A. ARTICLES OF ASSOCIATION



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## NOTES



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# ARTICLES OF ASSOCIATION

## Article I. NAME

This organization shall be known as the Florida Automobile Joint Underwriting Association, hereafter referred to as the "Association" with its headquarters in such place within the State of Florida as the Board of Governors may determine, with the approval of the Insurance Department.

## Article II. OBJECTS AND POWERS

The Association shall be the Florida Automobile Joint Underwriting Association created pursuant to Sections 627.311 and 627.351, Florida Statutes, by order of the Insurance Commissioner dated February 9, 1973, in Case No. 73-RR-03H, for the purpose of establishing and carrying out a program for providing automobile insurance to qualified applicants unable to procure such insurance without difficulty through ordinary methods.

## Article III. MEMBERSHIP

1. Every insurer authorized to write automobile liability insurance or automobile physical damage insurance in this state shall be a member of the Association and shall subscribe to and be bound by these Articles of Association and by the rules and regulations adopted pursuant thereto.

2. A member may terminate membership in the Association as of the close of a fiscal year upon ceasing to be authorized to write automobile insurance within the state. With respect to all policies in effect on the effective date of a member's termination, the liability of the terminating member shall cease on the anniversary date of each such policy during the succeeding year.

   Termination of membership shall not discharge or otherwise affect liabilities incurred prior to the expiration of such policies, and the member shall be charged or credited in due course with its proper share of all expenses, losses, and profits allocable thereto.

3. Except as otherwise specifically provided herein, insurers under common management or ownership shall constitute a single member for purposes of these Articles of Association. "Insurer" as used herein means all such insurers collectively.

## Article IV. ★PARTICIPATION IN ASSOCIATION BUSINESS❖

1. The fiscal year of the Association shall be as determined by the Board of Governors.

2. For the purpose of determining participation in Association business, there shall be four classes of business:

   (1) Private passenger nonfleet liability

   (2) Private passenger nonfleet physical damage

   (3) All other liability

   (4) All other physical damage

   At the end of each fiscal year, profit or loss for such class of business shall be determined separately for each policy year in accordance with accounting procedures approved by the Board of Governors. A policy year shall include all policies written to be effective during a calendar year. Profit shall be credited or distributed to each member and loss shall be charged against each member in accordance with the member's appropriate participation ratio as set forth in Section 3, below.

3. Each member's participation ratios for a policy year shall be the ratio of the member's Florida net written premiums or net written exposure units on direct voluntary automobile business for the policy year to the comparable statewide totals for all members, as follows:

   (1) for private passenger nonfleet liability, the ratio shall be based on bodily injury liability car years,

   (2) for private passenger nonfleet physical damage, the ratio shall be based on physical damage car years,

   (3) for all other liability, the ratio shall be based on total automobile liability premiums reduced by total private passenger nonfleet premiums,

   (4) for all other physical damage, if any, the ratio shall be based on total physical damage premiums reduced by private passenger nonfleet premiums,

   all as more specifically provided in the Operating Principles.

4. ★Each member, whether or not a part of a group of insurers, shall pay an annual minimum fee in an amount to be determined annually by the Board of Governors. Membership fees shall be used to offset the administrative operating expenses of the Association to the fullest possible extent.❖

   All costs and expenses in excess of the minimum fees, all liabilities, income, property, and assets which the Board of Governors determines not to be properly chargeable to the profit or loss of a class of business shall be shared by the members as specifically provided in the Operating Principles.

## Article V. MEETINGS OF THE MEMBERS

1. A regular meeting of the members shall be held annually on such date, at such place within the state and at such hour as may be designated by the Board of Governors.

2. Special meetings may be called at any time by the chairman of the Board of Governors. A special meeting shall be called by the chairman of the Board of Governors whenever requested in writing by members whose direct automobile premiums equal 20% or more of the direct automobile premiums of all members in the most recent calendar year. Notices of special meetings shall state the purposes thereof. No action shall be taken at a special meeting for a purpose not stated in the notice of meeting except by a majority vote of the entire membership.

3. Notices of all regular and special meetings shall be sent to each person serving as a representative on the Operating Committee or a subcommittee of the Operating Committee and to the Insurance Commissioner. Each notice shall state the purpose of the meeting and include any proposed changes in rules or procedures.



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4. Notice of each meeting of the members of the Association shall be given at least 10 days prior to the date of the meeting by ordinary mail to each member at its office address according to the records of the Association, except that notice of a meeting to amend the Articles of Association shall be given in the manner provided above at least 30 days prior to the date of the meeting. Notices of meetings to amend the Articles of Association shall include the proposed amendments. The time of all notices shall run from the date of mailing the notice.

5. Members present in person or by proxy, and representing 51% or more of the direct written premiums of all members, shall constitute a quorum at any meeting of the Association except as otherwise provided in Section 2 hereof, and in Article XIII. When a quorum is present, a proposition shall be carried by a majority of the votes cast in person and by proxy.

## Article VI. BOARD OF GOVERNORS

1. ★The Association will operate subject to the supervision and approval of a Board of Governors consisting of 11 individuals, including one who will be elected as chair. Five members of the Board must be appointed by the Chief Financial Officer. Two of the Chief Financial Officer's appointees must be chosen from the insurance industry. Any Board member appointed by the Chief Financial Officer may be removed and replaced by him or her at any time without cause. Six members of the Board must be appointed by the participating insurers, two of whom must be from the insurance agents' associations. All Board members, including the chair, must be appointed to serve for two-year terms beginning annually on a date designated by the Plan.

2. For the purposes of these Articles of Association, the Principles of Operation, and other Association manuals, the following definitions shall apply:

   "Appointed Servicing Carrier" means the Association operating with a certificate of insurance.

   "Member Servicing Carrier" means a participating insurer appointed by the Board.

   "Servicing Carrier" means both a "member servicing carrier" and an "appointed servicing carrier."

   "Third Party Administrator (TPA)" means a service provider under contract with the appointed servicing carrier to provide policy processing and handling of claims. TPA is not authorized or licensed as an insurance company and cannot operate as a servicing carrier.

3. Board members, other than those appointed by the Chief Financial Officer, shall be chosen according to the following procedure:

   Four members shall represent participating company insurers and shall be selected on a weighted vote basis by all participating company insurers. Except as authorized by the Department, no participating insurer serving as a Board member shall be eligible for appointment as a servicing carrier. Each participating company insurer shall cast a proportionate vote based on the total Florida Automobile Insurance Liability and Physical Damage Gross Voluntary Direct premiums for the calendar year ending December 31 of the most immediate available prior year. The four companies so elected shall then appoint two associations from applicants submitted by the insurance agents' associations.❖

3. Each member of the Board shall have one vote, and six members shall constitute a quorum. The affirmative vote of a majority of the entire Board shall be required to carry a proposition.

## Article VII. ADMINISTRATION

1. ★The Board shall appoint a general manager and such Committees composed of members of the Association as it deems appropriate. The Board shall also appoint an Operating Committee comprised of one representative from each member servicing carrier, one producer representative and one representative each from three other member companies approved by the Board of Governors.

2. In the event there is no member servicing carrier writing new auto policies on behalf of the Association and the FAJUA becomes the appointed servicing carrier operating under a certificate of authority issued by the Insurance Commissioner, the Board shall appoint at least five representatives to the Operating Committee. One producer representative shall be appointed and at least two representatives will be from member companies that are actively writing automobile insurance in the state of Florida. The member company representatives should have extensive automobile insurance policy processing knowledge.

3. The chairman of the Board of Governors is authorized to appoint other committees as needed (a) to establish and maintain the standards required of servicing carriers in providing policy, claim, and underwriting services; however, a member servicing carrier must provide services equivalent to that provided its non-Association business, (b) to audit servicing carriers for adherence to such standards and the Rules of Practice, and (c) for such other functions and purposes as the chairman of the Board of Governors deems appropriate.❖

## Article VIII. APPOINTMENT OF SERVICING CARRIERS AND AGENTS

1. ★The Board of Governors from those eligible members volunteering shall, pursuant to the Operating Principles, and whatever bid or application process the Board has approved, designate, subject to ratification of the Insurance Commissioner of the State of Florida, one or more members authorized to act as member servicing carriers. In selecting the member servicing carriers the preferred policy is for the Board of Governors to use a competitive bid or request for proposals procedure. The Board shall designate and contract with such member or members so designated for such periods as determined by the Board of Governors. The designation of a member or members to act as a member servicing carrier for the Association shall be deemed to be ratified by the Insurance Commissioner of the State of Florida unless within 30 days the Insurance Commissioner notifies the Board of Governors in writing that a member so designated is not ratified.



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Additional member servicing carriers may be designated as necessary at any time by the Board of Governors as described above. The Board of Governors shall provide for the establishment of the scope, terms, standards, and compensation applicable to the services to be provided. Any member acting as a member servicing carrier must be a multiline automobile insurer and must meet the eligibility requirements for member servicing carriers described in the Plan of Operation and established from time to time by the Board of Governors.

2. If the Board is unable to identify a qualified member company in a bid process to perform as a member servicing carrier, the Board may recommend to the Insurance Commissioner that the Association be authorized to perform as the appointed servicing carrier. The Association may outsource policy processing and claims handling service to third party administrators (TPAs) under the direction of the Board. The contractual arrangement with any TPA will establish performance standards and penalties for non-performance using specific references to the applicable rules and sections of the Association manuals that should be applicable to the TPA.

   For the purposes of the Articles of Association, Principles of Operation, and other Association Manuals, the following requirements and performance standards shall apply:

   "Servicing carrier" requirements or performance standards shall be those applicable to both a member servicing carrier and an appointed servicing carrier.

   "Member servicing carrier" requirements or performance standards shall be those applicable only to a participating insurer who bid and was appointed by the Board to perform as a member servicing carrier.

   "Appointed servicing carrier" requirements or performance standards shall be those applicable only to the FAJUA when authorized to act as a servicing carrier.❖

3. The assignment of agents to servicing carriers shall be made pursuant to the Operating Principles. Evidence of violations of the rules shall be reported to the Insurance Commissioner for appropriate action.

## Article IX. INSURANCE POLICIES

1. All automobile insurance policies issued to qualified applicants shall be issued in the name of the Association, and appropriate language shall be used to reflect the liability thereunder of the Association.

2. All such policies shall be standard policies as prescribed by the Board of Governors and approved by the Insurance Commissioner. No policy shall be issued in excess of the limitations established in the Rules of Practice of the Association.

## Article X. OPERATING PRINCIPLES AND RULES OF PRACTICE

1. The Board of Governors shall propose initially the Operating Principles of the Association. Thereafter the Board of Governors shall propose such additions or amendments for adoption after due notice to members as provided in the Operating Principles or for approval at a regular or special meeting of the members. Any member may propose operating principles or rules of practice or additions or amendments to either for approval by the members at such a meeting, provided appropriate notice thereof shall have been given to the extent deemed reasonable or necessary by the majority of the members voting in person or by proxy at such meeting.

2. The Rules of Practice of the Association shall include provisions establishing the coverage to be afforded, the limits of liability to be made available, the deductible options to be offered, the manual of rules, rates, rating plans, and classifications to be used for automobile insurance placed with the Association, premium payment requirements, and commissions to be paid agents on Association business. The Rules of Practice may include such other provisions as the Board or members may approve as appropriate.

3. The Operating Principles shall provide for a take-out program and a keep-out program.

4. ★The Rules of Practice shall establish servicing carrier standard operating procedures and performance standards that are consistent with insurance practices performed by member companies in the voluntary market. Such standard operating procedures and performance standards shall include instructions that designate when non-routine underwriting and claims responsibilities shall be transferred to Association staff, a vendor, legal counsel, or another qualified entity designated by the Board for resolution.

5. A third party administrator (TPA) under contract to the appointed servicing carrier must comply with the Operating Principles and Rules of Practice in accordance with the provisions of their contract with the Association. Each contract shall specify performance standards that apply to that TPA and are consistent with the operational requirements of the Association. The TPA must comply with the same processing and data reporting requirements as the appointed servicing carrier, unless otherwise specified in their contract. A TPA shall also be subject to the same financial penalties levied against the appointed servicing carrier for non-performance of duties under their control.❖

## Article XI. JOINT LIABILITY FOR ASSOCIATION BUSINESS

1. In the event of the failure of any member, through insolvency or otherwise, to pay promptly its portion of any loss or expense after the Board of Governors shall have made written demand upon it to pay such loss or expense, the Board of Governors shall report the delinquency to the Insurance Commissioner for appropriate action.

2. If the loss or expense remains unpaid beyond a reasonable period, all of the other members, upon notification by the Board of Governors shall promptly pay their respective shares, each contributing its respective share as provided in Article IV with the basis of sharing adjusted to exclude the exposure units, or premiums written of the member in default. Members which shall have made contributions shall have the right of recovery therefor against the member in default,



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provided, however, the Board of Governors may enter into an agreement with any such member in default, or with the legal representative thereof, upon an amount which shall constitute a full settlement of all of the obligations of said member to the remaining members.

## Article XII. INDEMNIFICATION

1. Any person or member made a party to any action, suit, or proceeding because such person or member served on the Board of Governors or a committee of the Association or was an officer or employee of the Association shall be indemnified by the Association against all costs (including the amounts of judgments, settlements, fines, or penalties) and expenses incurred in connection with such action, suit, or proceeding; provided, however, such indemnification shall not be provided on any matter in which the person or member shall be finally adjudged in any such action, suit, or proceeding to have committed a breach of duty involving gross negligence, bad faith, dishonesty, willful misfeasance, or reckless disregard of the responsibilities of his office. In the event of settlement of a matter before final adjudication, indemnification shall be provided only if the Association is advised by independent counsel that the person or member to be indemnified did not in counsel's opinion commit such a breach of duty.
2. The costs and expenses of such indemnification shall be prorated and paid for by the members, each contributing in accordance with Article IV.

## Article XIII. RECORDS AND REPORTS

1. The books of account, records, reports, and other documents of the Association shall be open and free for examination to the Insurance Commissioner at all reasonable hours.
2. The books of account, records, reports, and other documents of the Association shall be open to inspection by all other persons including members only at such times and under such conditions and regulations as the Board of Governors shall determine.
3. The Association shall provide for the making of detailed reports of liability assumed or cancelled, for the drawing up of annual budgets of the Association and for the rendering of accounts to each member at least every 12 months during the continuance of membership.
4. The books of account of the Association shall be audited at least every 12 months by a firm of independent public accountants designated by the Board of Governors.
5. The books of account of servicing carriers shall be audited by a firm of independent auditors designated by the Board of Governors.

## Article XIV. ★AUDITING OF MEMBER COMPANIES AND SERVICING CARRIERS

The Association may audit the records of any member company, servicing carrier, or third party administrator relating to the subject matter of the Plan of Operation (Articles of Association and Operating Principles) and may by rule establish what policies, records, books of account, documents, and related material it deems necessary to carry out its functions and subject to the retention requirements stipulated by the Insurance Department. Such material shall be provided by the member company, servicing carrier, or third party administrator in the form and with the frequency reasonably required by the Association.❖

## Article XV. APPEALS

1. Any agent or agency aggrieved with respect to his or its appointment to a servicing carrier, and any servicing carrier aggrieved with respect to the appointment to it of an agent, may make written request of the Board of Governors for specific relief. If the request is not granted within 30 days after it is made, the requester may treat it as rejected. An agent or servicing carrier aggrieved by the refusal of the Board to grant the relief requested may appeal to the Insurance Commissioner in the manner provided under and subject to the provisions of Section 627.371, Florida Statutes.
2. Any member or servicing carrier aggrieved with respect to any action or decision of the Board of Governors, or the Association, or any Committee thereof, may make written request of the Board for specific relief. If the request is not granted within 30 days after it is made, the requester may treat it as rejected. The member or servicing carrier aggrieved by the refusal of the Board to grant the relief requested may appeal to the Insurance Commissioner in the manner provided under and subject to the provisions of Section 627.371, Florida Statutes.

## Article XVI. AMENDMENTS

1. Amendment of these Articles of Association may be made at any meeting of the members by a majority vote of the membership, provided proper notice is given to the members pursuant to Article V, and subject to the approval of the Insurance Commissioner.
2. The members shall, within two years from inception of the Association, review and evaluate alternate plans.

## Article XVII. PLAN OF OPERATION

The Plan of Operation, consisting of these Articles of Association and the Operating Principles adopted pursuant thereto (hereinafter called the Plan), shall become effective when, after written approval of the Commissioner, all insurers authorized to write automobile insurance in this state on a direct basis have, in writing, subscribed thereto and agreed to participate in the Association in accordance therewith.

The Rules of Practice of the Association consisting of the manuals of rules, rates, forms, and procedures adopted and approved in accordance with the Plan and any laws applicable thereto (hereinafter called the Rules) shall not be effective with respect to any Association business prior to October 1, 1973 or such later date adopted by the Board of Governors and approved by the Insurance Commissioner.



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION

## PLAN OF OPERATION

**B. OPERATING PRINCIPLES**

**PART I—Operating Principles—General**

**PART II—Operating Principles—Servicing Carriers**

**PART III—Operating Principles—Producers**



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# OPERATING PRINCIPLES

## PART I

## Operating Principles—General

Unless specifically identified otherwise, the sections of these Operating Principles apply to bodily injury, property damage liability, medical payments, uninsured motorists, and physical damage coverages and such additional insurance coverages as are required by the Florida law.



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## Sec.1. ELIGIBILITY

Insurance with the FAJUA is available pursuant to Florida Statutes.

## Sec. 2. PARTICIPATION RATIOS

A. For purposes of establishing a basis for allocation of Joint Underwriting Association expenses plus losses or minus profits, each company licensed to write automobile insurance in Florida shall report statistical information required by the Rules of Practice to the Florida Automobile Joint Underwriting Association or permit its statistical agencies, designated by the company, to report the statistical information to the Florida Automobile Joint Underwriting Association.

B. Each member company will be liable for that proportion of the (a) private passenger nonfleet liability (excluding PIP and property damage) experience that its respective Voluntary Private Passenger Bodily Injury Net Direct Written Car Years bear to the statewide total of Voluntary Private Passenger Bodily Injury Net Direct Written Car Years of all member companies in the state, and (b) private passenger nonfleet PIP and property damage experience that its respective Voluntary Private Passenger Pip Net Direct Written Car Years bear to the statewide total of Voluntary Private Passenger PIP Net Direct Written Car Years of all member companies in the state, and (c) private passenger nonfleet physical damage experience that its respective Voluntary Private Passenger Physical Damage Net Direct Written Car Years bear to the statewide total of Voluntary Private Passenger Physical Damage Net Direct Written Car Years of all member companies in the state, and (d) all other automobile liability (excluding PIP) experience that its respective Voluntary All Other Automobile Liability (excluding PIP) premiums bear to the statewide total of Voluntary All Other Automobile Liability (excluding PIP) premiums of all member companies in the state, and (e) all other PIP experience that its respective Voluntary All Other PIP premiums bear to the statewide total of Voluntary All Other PIP premiums of all member companies in the state, and (f) all other automobile physical damage experience that its respective Voluntary All Other Automobile Physical Damage Direct Written premiums bear to the statewide total of Voluntary All Other Automobile Physical Damage Direct Written premiums of all member companies in the state.

For the purposes of such allocation as described above (a) Voluntary Private Passenger Bodily Injury Net Direct Written Car Years, (b) Voluntary Private Passenger PIP Net Direct Written Car Years, (c) Voluntary Private Passenger Physical Damage Net Direct Written Car Years, (d) Voluntary All Other Automobile Liability (excluding PIP) premiums, (e) Voluntary All Other PIP premiums, and (f) Voluntary All Other Automobile Physical Damage Direct Written premiums shall be as defined below:

(a) "Voluntary Private Passenger Bodily Injury Net Direct Written Car Years" shall be the number of private passenger automobile bodily injury liability car years written by the company in the state for the calendar year ending December 31 of the specific policy year's experience being distributed, excluding Florida Automobile Joint Underwriting Association car years, which are coded as private passenger nonfleet under the statistical plan in use by the statistical agent designated by the member company.

(b) "Voluntary Private Passenger Pip Net Direct Written Car Years" shall be the number of private passenger PIP car years written by the company in the state for the calendar year ending December 31 of the specific policy year's experience being distributed, excluding Florida Automobile Joint Underwriting Association car years, which are coded as private passenger nonfleet under the statistical plan in use by the statistical agent designated by the member company.

(c) "Voluntary Private Passenger Physical Damage Net Direct Written Car Years" shall be the total of one quarter of the total of Private Passenger Nonfleet Physical Damage Excluding Collision, Net Direct Written Car Years and three quarters of the number of Private Passenger Nonfleet Collision Net Direct Written Car Years written by the company in the state for the calendar year ending December 31 of the specific policy year's experience being distributed, regardless of the type of private passenger physical damage policy under which such car years are written, excluding private passenger Insurance Facility or Florida Automobile Joint Underwriting Association car years, which are coded as private passenger nonfleet under the automobile physical damage statistical plan in use by the statistical agent designated by the member company.

(d) "Voluntary All Other Automobile Liability (excluding PIP) premiums" shall be the automobile liability premiums shown on page 14 of each member company's annual statement minus the total private passenger nonfleet automobile bodily injury, property damage, medical payments, and family protection against uninsured motorists voluntary premium written by the company in the state during the calendar year ending December 31 of the specific policy year's experience being distributed and minus the total FAJUA liability (excluding PIP) written premiums allocated to the company for the fiscal year ending September 30 of the corresponding calendar year. Such voluntary all other shall exclude the total premiums for death and disability coverage written by the company. Such premium shall be gross direct premiums, including policy and membership fees less return premium and premium on policies not taken, without including reinsurance assumed and without deducting reinsurance ceded, but including premiums for other than private passenger excess of loss policies except in the case of a company which writes no basic limits automobile liability insurance.

(e) "Voluntary All Other PIP premiums" shall be the personal injury protection premiums shown on page 14 of each member company's annual statement minus the total private passenger personal injury protection voluntary premium written by the company in the state during the calendar year ending December 31 of the specific policy year's experience being distributed and minus the total FAJUA personal injury protection written premiums allocated to the company for the fiscal year ending September 30 of the corresponding calendar year. Such voluntary all other PIP premiums shall exclude the total premiums for death and disability coverage written by the



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company. Such premium shall be gross direct premiums, including policy and membership fees less return premium and premium on policies not taken, without including reinsurance assumed and without deducting reinsurance ceded.

(f) "Voluntary All Other Automobile Physical Damage premiums" shall be the automobile physical damage premium shown on page 14 of each member company's annual statement minus the total of private passenger nonfleet physical damage voluntary premium written by the company in the state during the calendar year ending December 31 of the specific policy year's experience being distributed and minus the total FAJUA physical damage written premiums allocated to the company for the fiscal year ending September 30 of the corresponding calendar year. Such premium shall be gross direct premiums including policy and membership fees less return premium and premium on policies not taken, without including reinsurance assumed and without deducting reinsurance ceded.

C. Each member company shall be liable for all costs or expenses not chargeable to the allocated experience of any class of business in the proportion of that member company's (a) Voluntary Private Passenger Bodily Injury Net Direct Written Car Years, (b) Voluntary Private Passenger PIP Net Direct Written Car Years, (c) Voluntary Private Passenger Physical Damage Net Direct Written Car Years, (d) Voluntary All Other Automobile Liability (excluding PIP) Direct Written Premiums, (e) Voluntary All Other PIP Direct Written Premiums, and (f) Voluntary All Other Automobile Physical Damage Direct Written Premium, all as specifically defined in the preceding subsection B, to the comparable direct written statewide totals for all members for the current calendar year. This proportion ratio is outlined specifically in the Accounting and Statistical provisions of the Rules of Practice (Requirements Manual).

## Sec. 3. DEPOPULATION INCENTIVES

★The following depopulation incentives are provided.

A. **Voluntary Credit Programs**

Adjustments to private passenger nonfleet liability experience which in the aggregate exceed 100% of the overall allocation of FAJUA expenses plus losses or minus profits shall not be adjusted beyond unity.

1. Youthful Male Operator Credit

Each member company's proportionate share of private passenger experience computed in accordance with Section 2 above shall be adjusted for youthful male operator premiums for private passenger automobiles rated as youthful male operator under 25 years of age, insured voluntarily in the state.

a. Eligibility

Credit shall be given for each private passenger automobile rated as youthful male operator under 25 years of age where the youthful male operator is the principal or secondary operator.

For the purposes of this credit program, the term "private passenger automobile" means any private passenger automobile owned by an individual, or jointly by relatives resident in the same household, or jointly by resident individuals.

b. Credit

The amount of the credit shall be the total automobile bodily injury and property damage liability premium developed for the vehicle, including premiums for personal injury protection, medical payments coverage, uninsured motorist coverage, and underinsured motorist coverage. Premiums for death and disability coverage and physical damage coverage are excluded. The credit cannot exceed the total liability premium for the vehicle rated with the youthful male operator. Only one youthful male operator credit per vehicle is allowed.

2. Senior Citizen Operator Credit

Each member company's proportionate share of private passenger experience computed in accordance with Section 2 above shall be adjusted for senior citizen operator premiums for private passenger automobiles rated with a senior citizen age 65 or older insured as principal operator written voluntarily in the state.

a. Eligibility

Credit shall be given for each private passenger automobile rated with an individual age 65 or older as the principal operator.

For the purposes of this credit program, the term "private passenger automobile" means any private passenger automobile owned by an individual, or jointly by relatives resident in the same household, or jointly by resident individuals.

b. Credit

The amount of the credit shall be the total automobile bodily injury and property damage liability premium developed for the vehicle, including premiums for personal injury protection, medical payments, uninsured motorist coverage, and underinsured motorist coverage. Premiums for death and disability and physical damage coverage are excluded. The credit cannot exceed the total liability premium for the vehicle rated with a principal operator age 65 or older. Only one senior citizen operator credit per vehicle is allowed.

3. Financial Responsibility Filing Certificate (SR-22/FR-44) Credit

Each member company's proportionate share of private passenger experience computed in accordance with Section 2 above shall be adjusted for SR-22/FR-44 credit premiums for private passenger automobiles rated with a named insured and/or spouse who has requested a Financial Responsibility Certificate (SR-22/FR-44) as the principal operator written voluntarily in the state.

a. Eligibility

Credit shall be given for each private passenger automobile rated with a named insured and/or spouse as the principal operator.

**Note:** If youthful male operator credit and/or senior citizen operator credit was previously requested for the same private passenger automobile, credit is not allowed under this Section.



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For the purposes of this credit program, the term "private passenger automobile" means any private passenger automobile owned by an individual, or jointly by relatives resident in the same household, or jointly by resident individuals.

b. Credit

The amount of the credit shall be the total automobile bodily injury and property damage liability premium developed for the vehicle, including premiums for personal injury protection, medical payments, uninsured motorist coverage, and underinsured motorist coverage. Premiums for death and disability and physical damage coverage are excluded. The credit cannot exceed the total liability premium for the vehicle rated with a principal operator (named insured or spouse) requiring a Financial Responsibility Filing Certificate. Only one SR-22/FR-44 credit per vehicle is allowed.

B. **Voluntary Take-Out Credit Program**

1. Voluntary Writing of Present FAJUA Insured by Member Company

Each member company's proportionate share computed in accordance with Section 2 above for private passenger nonfleet liability experience shall be adjusted for the premiums for voluntarily insuring an individually registered (or jointly by husband, wife or relative residing in the household) private passenger nonfleet automobile that is in the FAJUA at its expiration date through the producer of record or any licensed producer selected by the insured.

2. Voluntary Writing of Present FAJUA Insured by Servicing Carrier

Each member company's share may also be adjusted for the premiums for voluntarily insuring an individually registered private passenger nonfleet automobile assigned to or written by it as a servicing carrier provided the producer of record is given notice on intent to make such an offer to issue a voluntary policy at expiration. If the servicing carrier is willing to renew a risk as voluntary business, it shall notify the producer of record of such willingness at least 75 days prior to the expiration date. The producer shall offer the risk to every voluntary market with which he deals and notify the servicing carrier at least 50 days prior to the expiration of his ability or inability to place the risk in the voluntary market. In the absence of such notice from the producer of record, the servicing carrier may notify its own agent or the insured of its willingness to accept the risk as voluntary business.

A servicing carrier shall provide policyholder messages to all insureds informing them that if they have had no accidents or violations in the last three years, that they may be eligible to secure auto insurance at a lower cost from a source other than the FAJUA.

**Note**: This take-out credit is only available when a servicing carrier has been appointed to write FAJUA privatem passenger business.

3. Offer to Write

The kinds and amounts of coverage to be afforded for such voluntary risk shall be at least equal to those afforded by the policy being replaced, unless coverage is refused by the insured in writing.

If a company or a group of companies use both standard and nonstandard rates, the use of such nonstandard rates or consent to rate procedure shall not qualify for adjustment under this Section if such nonstandard rates are in excess of FAJUA rates for similar coverage.

4. Take-Out Credits

Two hundred percent of the first-year premium charged for the policy in the voluntary market shall be used in the adjustment of each member company's proportionate share. Premium credit shall be provided for bodily injury liability, property damage liability, personal injury protection, medical payments, uninsured motorist, and underinsured motorist coverages. Premiums for basic and broad form property protection and for physical damage coverage afforded under such policy shall not be included.

5. Reporting Take-Out Credits

The member company shall be required to submit proof of depopulation on an approved reporting form to apply for adjustment under this subsection. The Florida Take Out Credit Request Form is available as an exhibit to the FAJUA Accounting and Statistical Requirements Manual. The reporting form must be submitted not less than 60 days nor more than 120 days from the effective date of the policy for which adjustment of the member company's proportionate share is requested.❖

## Sec. 4. AIPSO REPORTING

All of the data necessary to comply with the foregoing distribution procedures shall be reported to AIPSO by each member company or by the statistical agencies designated by such companies and each company agrees to permit its statistical agent to release such data to AIPSO and agrees that its statistical agent shall be permitted to furnish AIPSO with statements of its experience. AIPSO shall adjust each company's current proportionate share annually to reflect the amount of exposure credits received. AIPSO shall annually notify the FAJUA of each company's adjustment.

## Sec. 5. RESERVED FOR FUTURE USE

## Sec. 6. MEMBER TERMINATION

In the event a member company discontinues writing automobile liability or physical damage insurance in this state, it shall continue to pay assessments until its proportionate share established by its writings prior to discontinuance of business has been determined and paid; provided, however, that if the automobile liability or physical damage business of a company discontinuing the writing of automobile liability or physical damage insurance in this state has been purchased by, transferred to, or reinsured by another company, the latter shall receive the assessments of the former until the proportionate share of the former as established by its writings prior



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to such transfer has been determined and paid, unless another company has agreed, in manner satisfactory to the Board of Governors to assume such obligation.

In the event that a company is merged with another company or there is a consolidation of companies, the continuing company shall receive the assessments of the company merged or consolidated until the proportionate share of such merged or consolidated company as established by its writings prior to such merger or consolidation has been determined and paid, provided however, the continuing company may be relieved from such obligations if another company has agreed, in a manner satisfactory to the Board of Governors to assume such obligations.

No assessments other than the minimum annual fee shall be levied nor shall any be made to a member company which has written no automobile liability or physical damage insurance during the period for which the proportionate shares are based. Groups of companies under the same ownership and management must be treated as a single company under these provisions. Groups of companies under either the same ownership or management, but not both, may elect to be treated either separately or as a single company.

## Sec. 7. SERVICING CARRIER ALLOWANCES

A. The Florida Automobile Joint Underwriting Association shall compensate its servicing carriers for servicing Association business. The Board of Governors shall establish the compensation of each servicing carrier annually or at such other time (less frequently or more frequently) as the Board determines in its discretion.

   **Note:** Payment fees collected for processing multi- payments shall be retained by servicing carriers and are not subject to commissions.

B. The Board of Governors in its sole discretion may offer or allow a servicing carrier reimbursement in whole or in part for specific extraordinary expense incurred in qualifying for, continuing as, or ceasing to be a servicing carrier. Such expense must be explained and supported in such detail as required by the Board of Governors, must be in its judgment significantly in excess of the normal additional expense expected to be incurred by the volunteering company, and must be actually incurred before reimbursement.

C. The Board of Governors may in its sole discretion authorize reimbursement of servicing carriers for normal insurance business losses incurred in connection with Association business. Such normal business losses shall be as defined and designated by the Board but shall not include any loss or expense incurred as a result of fraud or dishonesty on the part of a servicing carrier's claims personnel (including but not limited to independent adjusters and agents), and each servicing carrier shall hold the Association harmless from and reimburse it for any such loss or expense charged to the Association.

## Sec. 8. RATES

The FAJUA rates, rules, surcharges, minimum premiums, and classifications are approved by the Florida Office of Insurance Regulation.

## Sec. 9. EXTRA HAZARDOUS RISKS

Extra hazardous risks are referred to the Florida Office of Insurance Regulation for approval of rates, rules, minimum premiums, surcharges, and classification.

## Sec. 10. COMMISSIONS

★Producer commissions are provided in Rule 9 of the Manual of Rules and Rates❖

**Note:** In the event the policy premiums are CHARGED OFF, commission will be paid only on the collected earned premiums.

## Sec. 11. AMENDMENTS TO PLAN OF OPERATION—OPERATING PRINCIPLES GENERAL

No amendment of the Operating Principles in this part by the Board of Governors shall be effective unless 60 days prior notice in writing of the amendment and the reasons therefore shall have been given Association members, unless after such notice an earlier effective date is ratified by majority vote of the members. If a special meeting of the members is called pursuant to the Articles of Association to consider the amendment, the proposed amendment shall not be effective until after such meeting. Any such amendment shall be subject to the approval of the Insurance Commissioner.



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## Part II

## Operating Principles—★Service Provider❖

The following eligibility requirements and service standards are to be used by the Board of Governors in their appointment of servicing carriers, and by servicing carriers in the discharge of their responsibilities processing FAJUA business. Other specific requirements and standards are listed in the following:

1. Articles of Association
2. Rules of Practice
3. Accounting and Statistical Requirements Manual
4. Claim Guidelines



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**NOTE**



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## Sec. 1. ELIGIBILITY REQUIREMENTS

A. ★The Board of Governors will review the financial status of all bidders who are Service Providers as of the end of the fiscal year immediately preceding the submission of bids. The Board may direct the FAJUA Accountant to review the financial status of the bidders and make recommendations to the Board.

The company acting as a Servicing Carrier of the FAJUA must have a policyholder surplus equal to an amount prescribed by the Board as of the end of the fiscal year immediately preceding the submission of the appointment application, as evidenced by an audited financial statement provided for in the Florida Insurance Code.❖

B. The company must be licensed and writing on a direct basis, in Florida, automobile physical damage and liability insurance on both private passenger and commercial motor vehicles for a minimum period of five years ending with the fiscal year completed immediately prior to application. Groups of companies under the same ownership and management must be treated as a single company under this paragraph. Groups of companies under either the same ownership or management, but not both, may elect to be treated either separately or as a single company. However, nothing in this section shall be construed to allow companies to combine years of operation or surplus in order to meet servicing carrier eligibility requirements.

C. The company must warrant and represent to the Board that it has the ability to

1. provide policy issuance and premium collection services for all classes of risks, statewide;
2. service insurance claims in every state and Canada;
3. make financial responsibility filings where ever required.

## Sec. 2. APPLICATION FOR ORIGINAL APPOINTMENT

A. In selecting servicing carriers the preferred policy is for the Board of Governors to use a competitive bid or request for proposals procedure.

B. Any member company meeting the requirements of Section 1 may make application for appointment as a servicing carrier pursuant to the applicable bid or application procedures established by the Board of Governors.

C. The application shall be in the form prescribed by the Board of Governors.

D. The application shall be submitted to the General Manager by the date established by the Board of Governors.

E. The application shall be considered pursuant to the applicable bid or application procedures established by the Board of Governors.

F. The Board of Governors shall appoint one or more servicing carriers pursuant to the applicable bid or application procedures.

G. The appointment shall be submitted to the Department of Insurance for ratification as required in the Articles of Association.

## Sec. 3. SERVICE STANDARDS

A servicing carrier must perform FAJUA services using staff, methods, and systems of a comparable quality to those that it uses to perform those services for its Florida voluntary market business.

The servicing carriers identification on the policy jacket, Declarations page, and identification cards shall show "Florida Automobile Joint Underwriting Association" in lettering larger than the name of the servicing carrier and the name of the servicing carrier shall be preceded by "serviced by. . ." No company logo shall appear on the policy jacket.

## Sec. 4. TERMINATIONS

A. Any servicing carrier voluntarily terminating its association as a contracting servicing carrier for the Florida Automobile Joint Underwriting Association shall be required to provide written notice as required by the contract between the Association and the servicing carrier.

The terminating servicing carrier must in its letter of termination of association as a servicing carrier to the Association affirm its commitment to continue to provide service on all existing policies and those policies written in the notice period until their first renewal following the effective date of termination, unless the parties shall have mutually agreed to other arrangements for the servicing of such policies.

B. In the event that it becomes necessary for the Board of Governors to terminate the association of a servicing carrier with the Florida Automobile Joint Underwriting Association such notice shall be given in writing by the chairman of the Board of Governors to the chief executive officer of the servicing carrier pursuant to the contract between the Association and the servicing carrier.

The notice to the terminated servicing carrier will stipulate that the servicing carrier will be expected, in good faith, to the best of its ability continue to provide service on existing policies until the first policy renewal date following the effective date of the termination notice unless the parties shall have mutually agreed to other arrangements for the service of such policies.

C. Upon receipt of the notice of termination of association by a servicing carrier to the Association or upon notice by the Board of Governors of the termination of association with a servicing carrier, the chairman of the Board of Governors will within 10 days notify all the servicing carriers of the action and solicit from them such information as is needed to make a determination of the remaining servicing carriers' capacity to serve that segment of the insuring public and those agents served by the terminating carrier. All servicing carriers are required to respond within 30 days from the date of the request.

Upon receipt of the response from the remaining servicing carriers, the Board of Governors of the Florida Automobile Joint Underwriting Association shall determine if the remaining carriers have adequate



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capacity to serve the departing servicing carriers' customers and agents in accordance with the performance standards for a servicing carrier.

Upon determining that adequate capacity does exist among the remaining servicing carriers, the Board of Governors shall direct the Manager of Association to proceed with the process of reassignment of agents as outlined in the Plan of Operation under B. Operating Principles Part III—Operating Principles—Producers.

Should the Board of Governors of the Association find that the remaining servicing carriers are unable to serve the departing carriers, customers, and agents then the Board of Governors shall, pursuant to procedures and on terms established by the Board of Governors, appoint one or more new servicing carriers.

Upon determination of new eligible candidates as servicing carriers and upon determination of those existing carriers with additional capacity by the Board of Governors a complete list of those servicing carriers shall be utilized in the carrying out of those activities required to facilitate a reappointment of agents assigned to the departing servicing carrier as proscribed in the Plan of Operation under B. Operating Principles—Part III Operating Principles—Producers.

D. In the event any servicing carrier experiences unanticipated or unusual operational difficulties that would impair its ability to continue to meet the established servicing carrier performance standards, the Board of Governors, at its discretion, may take such action as it may deem appropriate to alleviate the difficulties. Such action may include, but is not limited to the following:

Reassignment of agents on a voluntary basis to another carrier

Reassignment of agents on a mandated basis to other carrier

Such actions by the Board of Governors shall be taken when it is evident the interest of the insuring public and the industry would be better served.

E. Nothing in this Section shall in any manner be deemed to act to modify or reduce a servicing carrier's responsibility or obligation under Chapter 18 of the Accounting and Statistical Requirements Manual.

## Sec. 5 ★APPEALS

All appeals of cancellations, underwriting, etc., will be handled by the service provider in conjunction with the FAJUA. Response to appeals will be concluded within 10 business days of the date of receipt at the service provider.

All appeals of producer suspensions and terminations will be handled by the FAJUA. ❖

## Sec. 6. CLAIMS CONTINGENCY PROCEDURES

Any carrier ceasing to serve as a servicing carrier of the Florida Automobile Joint Underwriting Association for any reason shall, unless otherwise agreed, service to a conclusion all claims (including pendings, late reporteds, and reopens) that occurred prior to the renewal, transfer, or termination of the particular policy involved subsequent to the effective date of the withdrawal.

By mutual agreement, the files will be serviced by the withdrawing carrier until

(a) all claims are closed by payment, closed without payment, or otherwise; or

(b) a mutually agreed upon date.

**Special Claim File Review**

Upon receipt of advance notice of termination or insolvency, or if the Board of Governors finds it necessary to terminate the association of a servicing carrier, the Board should request a Claim Review of a representative sample of open claim files. The Review will enable the Board to

(a) select the appropriate option (outlined below) for further handling of FAJUA claim files;

(b) determine the level of work completed on the files; and

(c) estimate future adjustment expense needed for completion of claim file work.

**Options**

The terminating carrier has received a claim service fee which contemplated its bringing the claims to a proper conclusion.

(a) If the terminating carrier is meeting and will continue to meet industry claim handling standards, it should continue the handling of its FAJUA files to a conclusion.

(b) If the terminating carrier has not met industry claim standards, is insolvent, or refuses or is unable to further handle the claims, the Board should consider the following:

(1) Allow the carrier to handle to a conclusion all outstanding claims reported to the carrier prior to its withdrawal. All subsequently reported claims to be reassigned by the FAJUA.

(2) The carrier will retain only suit files where competent counsel is handling and the carrier is meeting industry standards. All other claims to be reassigned by the FAJUA.

(3) Place settlement authority limitations on all claims until reassignment by the FAJUA. Final settlement authority until reassignment to be vested in the FAJUA claim manager (if any) or FAJUA general manager in conjunction with the Claim Committee.

(4) Return of all claim files and notices to the FAJUA for reassignment.

**Assignment/Reassignment of Claims**

(1) Agreement to Continue Service

If the terminating carrier has agreed to continue the servicing of claims, it will be responsible for servicing all claims (open, late reporteds, reopens) that occurred prior to the reassignment date of the involved policy (usually the renewal date after the withdrawal effective date).

The files will be subject to periodic review by the Claim Committee.



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If a review indicates the carrier fails to meet industry claim handling standards, the Board of Governors will then consider the other options described above.

(2) Insolvency

Except where contrary to or prohibited by law, the Board of Governors shall secure the return of all pending claims for reassignment by the FAJUA, as it, the Board, has established.

(3) Failure to Meet Industry Standards

If the claim performance of the carrier requires its suspension from handling claims for the FAJUA, the procedures outlined under Insolvency above shall be followed.

(4) Reassignment

Reassignment of claims should be made to one carrier, if practical, or to as limited a number of carriers as possible. If more than one succeeding carrier is required, the distribution will be under the direction of the FAJUA claim manager (if any) or the FAJUA general manager with the assistance, when necessary, of the Claim Committee.

**Reimbursement to Succeeding Carrier**

The succeeding carrier shall be reimbursed for servicing expenses on reassigned claims. The Board may consider payment of

(a) a flat servicing fee; or

(b) a flat fee per file; or

(c) actual expenses based on the succeeding carrier utilizing

(1) independent adjusters (with added increment for supervision); or

(2) its own staff.

(d) such other arrangement as is fair and equitable to all parties.

All previously incurred allocated adjustment expenses not paid by the withdrawing carrier are subject to reimbursement to the succeeding carrier by the FAJUA.

**Withdrawing Carrier Assessment**

The Board of Governors should consider negotiation of reimbursement to the FAJUA from claim service fees, if any, previously paid the withdrawing carrier, based on added expenses to the FAJUA for services not completed. The amount negotiated should be based on the estimated incomplete claim work still to be performed on reported claims and on actuarily determined IBNR claims.

**Statistical and Accounting Considerations**

The records of all reassigned claims indemnity payments and expenses incurred must, among other required information, be kept statistically separated. It is the duty of the FAJUA manager to notify the statistical and any other interested agency of the withdrawals and reassignments.

## Sec. 7. AMENDMENTS

No amendment of the Operating Principles in this part by the Board of Governors shall be effective unless 60 days prior notice in writing of the amendment and the reason therefore shall have been given to all servicing carriers, unless after due notice an earlier effective date is ratified by majority vote of the members. If a specific meeting of the members is called pursuant to the Articles of Association to consider the amendment, the proposed amendment shall not be effective until after such meetings. Any such amendment shall be subject to the approval of the Insurance Commissioner.



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## APPLICATION FOR APPOINTMENT AS A SERVICING CARRIER

| |
|---|
| COMPANY(S) NAME |
| NAIC COMPANY CODE NUMBER |
| HOME OFFICE ADDRESS |
| FLORIDA OFFICE ADDRESS |

If this is a joint application by two or more members of a group of companies, state the name of the group:

_____

Are the companies under the same ownership and management? ( ) Yes ( ) No

If this is a joint application and the individual companies are under the same ownership or management, but not both, indicate if the individual companies elect to be treated ( ) separately, or ( ) as a single company.

Policyholders surplus from the most recent annual statement _____

Enter below Florida Written Premiums for each of the last five years.

| PRIVATE PASSENGER | | | COMMERCIAL | |
|---|---|---|---|---|
| **YEAR** | **LIABILITY** | **PHYSICAL DAMAGE** | **LIABILITY** | **PHYSICAL DAMAGE** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Do you represent and warrant that you can

| YES | NO | |
|---|---|---|
| | | provide policy issuance and premium collection services for all classes of risks, statewide. |
| | | service insurance claims in every state and Canada. |
| | | make financial responsibility filings wherever required. |

Name of person to answer questions about this application: _____

Telephone Number _____ Fax Number _____

# OPERATING PRINCIPLES
# PART III
# Operating Principles—Producers

## SECTION I—GENERAL ELIGIBILITY

★Every resident licensed 2-20 agent is eligible to contract with the FAJUA pursuant to this Plan of Operation.

Producers holding a current Florida 2-20 license and an appointment to an insurer which is authorized to write automobile liability and physical damage for private passenger automobile and commercial automobile may contact the Florida Automobile Joint Underwriting Association at www.FAJUA.org to register, complete a Producer's Contract, and complete FAJUA's Continuing Education On-Line. All producers must be contracted with the FAJUA before binding any coverage or accepting any premium payment on behalf of the FAJUA and its servicing carrier(s). Only agency employees who hold a current 2-20 license, have registered, completed a Producer's Contract, and completed FAJUA's Continuing Education On-Line may bind coverage with the FAJUA.

Only producers who have registered and have a contract with the FAJUA may bind applications in accordance with Florida Statutes 624.425 and 627.4085.

Binding of coverage must be in accordance with the FAJUA Plan of Operation, Manual of Rules and Rates, Producer's Compliance Manual, and other documents of the FAJUA herein referred to as the Plan of Operation.❖

## SECTION II—APPOINTMENT PROCEDURES

A. **Original Assignment**

Producers who hold a current appointment with a member company currently writing private passenger and commercial auto business in Florida shall be eligible to register and contract with the FAJUA.

Eligible producers not currently assigned to a servicing carrier may apply to register for an assignment to a servicing carrier. Such application shall be submitted on forms provided by the FAJUA.

Each producer seeking to register with the FAJUA shall (1) register and complete an FAJUA Producer's Contract, and (2) successfully complete the FAJUA's Continuing Education On Line.

The term of the contract shall be for a term of up to two years.

Contracted producers will be provided the FAJUA Manual of Rules and Rates and the Producer's Compliance Manual.

Every newly contracted producer shall complete the FAJUA Continuing Education On Line as a prerequisite to the approval of their contract with the FAJUA. The FAJUA's Continuing Education On Line is approved by the Florida Department of Financial Services. The expense of the class shall be the responsibility of the producer.

B. **★Errors and Ommissions Coverage**

Producers shall have an Errors and Omissions policy in full force and effect at all times providing coverage for the agency and all producers in the agency contracted with the FAJUA. The coverage amount shall not be less than $500,000 per occurrence and $1,000,000 annual aggregate and shall continue to be in force with no less than these minimum limits during the term of the producer's FAJUA contract.

The errors and omissions coverage shall be issued by an insurer with at least a "B" rating authorized to do business in the state of Florida or by an eligible surplus lines insurer with at least a "B" rating.

Proof of errors and omissions coverage required by this provision shall be provided to the FAJUA.❖

C. **Periodic Reassignment**

Each previously assigned producer shall register biennially with the FAJUA. Registration shall be done via www.fajua.org.

Each producer must complete the FAJUA Continuing Education Class prior to the approval of their registration. Producer's contracts will be terminated for those producers who do no register biennially. Producers who desire to register and have an expired registration shall complete the registration information and pay any unearned commissions that are due before approved as an FAJUA contracted producer.

The FAJUA shall determine whether or not a producer is eligible for reassignment based upon the criteria contained in the Plan of Operation and Rules of Practice. If the producer is eligible, the FAJUA shall then reassign the producer to a servicing carrier in accordance with the criteria set forth in the Plan of Operation and Rules of Practice. The FAJUA may request Board of Governors approval of an application fee to accompany the application. The fee is intended to cover the cost of processing such applications. The amount of the fee will be determined by the Board of Governors.

The FAJUA shall be considered to have processed an application upon the mailing of notification to the applicant that (1) the producer is assigned to a servicing carrier, or (2) the individual is ineligible for assignment.

Decisions of the FAJUA relating to assignment/reassignment may be appealed to the Board of Governors within 30 days of the rendering of such decision by making a written request to the Chairman of the Board of Governors requesting the Board to review a specific action or actions. Upon receiving a request for review, the Chairman of the Board of Governors may grant such interim relief as he or she deems appropriate and shall agenda the review for the next regularly scheduled Board meeting, or the Chairman may call a special meeting if such an action is deemed appropriate. Unless the Chairman shall grant interim relief, the decision of the FAJUA shall remain in effect pending the review by the Board.

Any decision of the Board may be appealed to the Office of Insurance Regulation pursuant to the provisions of the Plan of Operation.



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All producers who have not submitted an application for reassignment shall have their assignment terminated. The FAJUA shall notify each producer and the servicing carrier of the termination.

All producers shall comply with the provisions of the Plan of Operation and Rules of Practice as amended from time to time.

## SECTION III— ASSIGNMENT TO SERVICING CARRIER

The General Manager shall consider the following criteria when assigning an agent to a servicing carrier: (1) All agents who are part of or employed by the same agency shall be assigned to the same servicing carrier; (2) The agents and agencies marketing method shall be considered in light of the marketing methods of the servicing carrier; (3) The requests of the agent as indicated on the application for assignment; (4) The distribution of agents assigned to all servicing carriers; (5) The ability of the servicing carrier to handle additional assignments.

## SECTION IV—REASSIGNMENT

The producer may register at the expiration of their two-year term provided they have completed the FAJUA sponsored Continuing Education Class within the six months immediately preceding the registration and complete an FAJUA Producer's Contract.

Reassignment of producers assigned from a servicing carrier which ceases to be a servicing carrier shall be handled by the FAJUA staff who will assign the producer to a servicing carrier or may provide the producer with the option of a servicing carrier. The producer may select a new servicing carrier at the end of the two-year assignment period. If the FAJUA elects to have the producer select a new servicing carrier during the two-year assignment period, the FAJUA shall notify each affected producer and provide a form to indicate his or her choice of a new servicing carrier. The notification form shall contain a final date for its return. If the form is received by the FAJUA by the final date, the effective date of reassignment to the new servicing carrier shall be not less than 45 days prior to the date the servicing carrier ceases to be a servicing carrier. If the form is not returned by the final date, the producer's contract will be terminated as of the date the carrier ceases to be a servicing carrier.

## SECTION V—TERMINATION

A. The contract of a producer shall be terminated by the FAJUA immediately upon the occurrence of any of the following:

   1. The producer or the agency has been instructed to make remittance in the form of a cashier's check or a money order as provided in subsection A.1, Chapter 2, of the Accounting and Statistical Requirements Manual, and does not comply with such requirements.

   2. The producer or the agency does not promptly remit all funds collected to the servicing carrier, insured or applicant.

   3. Unearned commissions not paid to the servicing carrier within 60 days of first billing or offset by submission of new applications or endorsements sufficient to clear the past due balance within the 60-day period. Payment from producer for unearned commissions is necessary if applications or endorsements are not sufficient to clear past due balances.

   4. A material breach of the producer's contract, Plan of Operation, and/or Manual of Rules and Rates.

   5. The producer allows another person to use his assigned PIN (producer's identification number).

   6. The producer submits more than two checks to the FAJUA servicing carrier within a 12-month period which are returned by a financial institution.

   7. Other violations of the Plan of Operation not addressed in Section III of the Operating Principles.

   8. The producer charges a fee to applicants for any FAJUA transaction.

   9. The loss, suspension, revocation, expiration, or termination of the producer's appointments to insurance companies authorized to write automobile insurance in Florida.

   10. The expiration of the assignment made by the FAJUA Board of Governors.

   11. The termination or dissolution of the FAJUA.

   12. ★The producer fails to provide written proof of errors and omissions coverage as stated in Section II.❖

   Termination in accordance with 1–8 above shall be in accordance with the following procedures:

   If termination is for any reason stated in 1–8, the servicing carrier shall submit supporting documentation of noncompliance to the FAJUA. Upon being satisfied that the documentation is sufficient, the FAJUA shall notify the producer of termination by certified mail, registered mail, or overnight courier, stating the reason for the termination. All other notifications shall be made by regular mail. The FAJUA shall notify the Office of Insurance Regulation of all terminations under provisions 1–8 above and B.1.

   The producer may appeal the termination in writing within 30 days of the date of the notification of termination. Only those appeals with complete documentation will be reviewed. Within 30 days of receipt of the written appeal, the FAJUA will notify the producer of its decision. If the FAJUA grants the relief requested, the producer must pay any unearned commissions and applicable collection fees and/or submit all outstanding applications and premium payments before receiving a new contract.

B. A producer terminated under items 1–8 of the above provisions and provisions in this section shall not be eligible for a Producer's Contract and assignment to a servicing carrier during the 24 months subsequent to termination.

   **Exception:** Producers terminated because of late submission of applications, premium payments, and/or unearned commissions may submit a written request for a review of their



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contract 12 months after the date the outstanding items were cleared. A new contract may be considered provided all outstanding binders have been cleared and there are no unearned commissions due the FAJUA. The producer, when notified by the FAJUA, shall register, complete a producer's contract, and complete the FAJUA's Continuing Education On Line before being approved. Should the producer receive a reassignment, any subsequent violations will result in a termination of 12 months.

If the unearned commissions were referred to a collection agency for collection, the producer shall not be eligible for a new contract for 12 months from the date the unearned commissions were paid and the producer has paid the FAJUA the equivalent of the fee paid to the collection agency by the FAJUA.

The contract of a producer may be terminated upon the occurrence of any of the following:

1. Failure to comply with the Plan of Operation, producer's contract, and/or Manual of Rules and Rates, and other guidelines as may be promulgated by the FAJUA Board of Governors.

2. The termination of the producer's assigned servicing carrier as a servicing carrier for the FAJUA, unless the producer is reassigned in accordance with Section IV.

The FAJUA shall notify the Office of Insurance Regulation of all terminations under provisions B.1. Any producer terminated under these provisions may appeal the termination to the Board of Governors, as stated in the fifth paragraph of Section II.B.

Termination in accordance with subsection B.1 above shall be in accordance with the following procedures:

Step 1

When a violation of the Manual of Rules and Rates and/or the Plan of Operation comes to the attention of the servicing carrier, the carrier shall send to the producer a notice of first violation via certified mail, registered mail, or overnight courier. This notice must specify the provisions of the rules which have been violated and document the facts giving rise to the violation. This notice shall inform the producer of actions that can be taken to correct the violation. The producer or the agency must implement the corrective steps within seven calendar days of receipt of notice. The producer's compliance should be monitored to determine that corrective action has been taken. If monitoring shows that the compliance is satisfactory, the file may be closed. If the producer or the agency fails to respond to a notice or implement corrective action, the servicing carrier shall immediately inform the FAJUA and provide the documentation required in Step 2. The FAJUA may terminate the producer as provided in Step 3.

Step 2

If corrective steps have been promised as provided for in Step 1, and if a further violation occurs within six months from the date the confirmation notice was sent, the servicing carrier shall immediately advise the FAJUA including a summary of their actions. Care must be taken to assure that the specific rule involved as well as the specific facts giving rise to the violation are detailed.

Step 3

The FAJUA shall review the documentation and, if considered sufficient, the producer's contract with the FAJUA shall be terminated and the producer notified via registered mail, certified mail, or overnight courier. The producer may appeal the action of the FAJUA to the Board of Governors which shall review the appeal in accordance with the procedures set forth in Section II.B.

C. The agent's binding authority shall cease immediately upon termination of the assignment.

D. The agent shall not be entitled to commissions on policies which renew after termination of the assignment.

E. Upon termination of assignment to a servicing carrier, the agent shall return all materials furnished to him, including, but not limited to, applications for insurance, rate manuals, plan documents, and past due unearned commissions. The General Manager may request the servicing carrier to pick up all materials furnished to an agent who has been terminated. Materials include, but are not limited to, applications for insurance, rate manuals, and plan documents.

F. In the event the assignment is terminated, the policies serviced by the agent may be reassigned for servicing.

G. The procedures for terminating an agent's assignment shall be those set forth in the Plan of Operation and those set forth in the producer's contract. In the event of conflict, the Plan of Operation shall prevail.

H. The Board of Governors may immediately terminate the assignment of any agent upon the finding of any fraud, misrepresentation or negligent misrepresentation in the Agent's Application for Assignment.

I. In the event of voluntary termination of assignment by the agent or the agent's agency, no contracts may be reassigned by the FAJUA or transferred by the agent or agency for servicing without the approval of the FAJUA and certification from the servicing carrier that the agent or agency is in good standing with the servicing carrier.

## SECTION VI— ★PRODUCER APPEAL OF TERMINATION

A. A producer terminated by the FAJUA is eligible to appeal the termination in writing to the FAJUA. All appeals must be received in writing within 30 days of the date of the notice of termination from the FAJUA. The producer may appeal via e-mail.

B. The written appeal shall include an explanation of the circumstances surrounding the termination and steps the producer has taken to prevent further violation of the Plan of Operation.



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C. The FAJUA shall review the appeal and respond to the producer within 30 days of receipt of the appeal. If the FAJUA accepts the appeal and the producer is reinstated, the producer will be notified by e-mail or certified mail. If the producer is not reinstated, the producer may appeal the decision of the FAJUA to the Board of Governors. Appeals shall be in writing and must be received within 30 days of the date of the denial.

D. Appeals to the Board of Governors may be referred to a committee named by the Board of Governors. Decisions of the committee will be deemed a decision by the Board of Governors. After the committee reviews the appeal notification, notification will be sent to the producer via certified mail or e-mail.❖

## SECTION VII—INDEMNIFICATION

The servicing carrier shall indemnify and hold harmless the assigned agent against liability for damages and expenses including legal or other expenses reasonably incurred in defense or investigation of any claim or suit arising out of the servicing carrier's error or omission in the preparation or handling of any contract of insurance or billing procedure to which this Plan applies (including compliance with the provisions of the Federal Fair Credit Reporting Act or similar state acts) except to the extent that the assigned agent has caused, contributed to or compounded such error.

## SECTION VIII—CONSTRUCTION

The terms "producer" and "agent" are used synonymously in this Plan of Operation and associated documents.

To the extent that the contract and the Plan of Operation are in conflict, the Plan of Operation shall prevail.

## SECTION IX—NOTICE

Any notification required to be made to a producer shall be made to the most current address on file with the FAJUA.

Any notification required to be made to the FAJUA shall be made to 1425 Piedmont Drive East, Ste. 201A, Tallahassee, Florida, 32308.

## SECTION X—AMENDMENTS

Amendments to this part shall be made by the Board of Governors. Any such amendment shall be subject to the approval of the Insurance Commissioner.



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL OF RULES AND RATES

The rules, classifications, territories, rates, and additional charges applicable to automobile risks insured in accordance with the provisions of the Florida Automobile Joint Underwriting Association Manual are contained herein.

**Distributed by**

**AIPSO**

**In behalf of the**

**Florida Automobile Joint Underwriting Association**

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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## RULES OF PRACTICE—GENERAL RULES SECTION



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## NOTES



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## Rule 1. GENERAL INFORMATION

A. Producers holding a current Florida 2-20 license and an appointment to an insurer that is authorized to write automobile liability and physical damage insurance may contact the Florida Automobile Joint Underwriting Association at www.fajua.org to apply for a Producer's Contract. The FAJUA will determine if the producer will receive an executed contract. The producer must complete the Producer On Line Training. Producers must have an executed contract with the FAJUA before binding any coverage or accepting any premium payment on behalf of the FAJUA.

Only agency employees who hold a current 2-20 license, have an executed Producer's Contract, and have taken the FAJUA's Continuing Education On Line, may bind coverage in the FAJUA and accept premium payments.

The FAJUA does not contract with agencies. Only producers with executed contracts with the FAJUA may bind applications in accordance with Florida Statute 624.425.

B. This Manual contains information to write the following lines of insurance on behalf of the Florida Automobile Joint Underwriting Association:

1. Private passenger automobile
2. Commercial automobile
3. Public automobiles
4. Garage insurance
5. Nonowned insurance
6. Special types automobile insurance

C. The producer and service provider are solely responsible for the favorable relationship between the insured and the FAJUA.

D. These General Rules apply to all lines of insurance except where noted in the respective section.

E. Producers shall abide with the FAJUA Plan of Operation and Rules of Practice.

## Rule 2. ELIGIBILITY

Risks submitted to the FAJUA that do not meet eligibility requirements will be cancelled in accordance with Florida Statute 627.420.

A. **Premiums and Audits**

An applicant so certifying shall be considered in good faith if he reports all information of a material nature and does not willfully make incorrect or misleading statements in any documents submitted to the FAJUA or does not come within any prohibition or exclusion listed below:

1. The named insured, applicant, operator, residents of the named insured's household, or anyone who usually drives the auto has failed to meet at any time previously all obligations to pay any automobile insurance premiums or other valid charges to the FAJUA, or
2. The named insured, applicant, operator, residents of the named insured's household, or anyone who usually drives the auto has failed at any time previously to cooperate in any premium audits/inspections or failed to provide documents requested by the service provider necessary to verify or determine premium charges.
3. The applicant has failed to pay the required deposit to the FAJUA at the time the producer binds coverage for the application and coverage is null and void. When the FAJUA Pay Plan is selected, the minimum deposit submitted with the application must comply with the requirements of the FAJUA Pay Plan. If the policy is premium financed, the entire annual premium must be submitted with the application.

B. **Valid Driver's License**

1. The FAJUA is not available to owners of autos not registered in Florida.

   Any individual with a defined private passenger auto registered in Florida whose Florida driver's license has been suspended may apply for bodily injury liability, personal injury protection and property damage liability on a Personal Auto Policy provided

   a. a copy of the Florida Motor Vehicle Report for the applicant/owner and current vehicle registration are provided with the application, and;

   b. copies of the current Florida Motor Vehicle Reports for all full time operators who are members of the named insured's household are provided with the application. The operators cannot hold learner's permits or temporary instruction permits. The Florida Motor Vehicle Report shall be used to determine the applicable points for the registered owner and all operators.

2. All individuals and members of the applicant's household who are not registered owners of a defined private passenger auto, and do not have a valid driver's license except where the license has been suspended or revoked and can be restored upon showing proof of insurance to a governmental regulatory agency, or upon the filing of proof of financial responsibility with a governmental regulatory agency shall be named on the application. Copies of Florida motor vehicle records dated within 15 days prior to the binding date must be submitted with the application. Rule 24 shall be used to determine the applicable points.
3. Named insureds between the ages of 15 and 18 with a Florida learner's driver's license must provide a copy of a Florida Motor Vehicle Driving Report dated within 15 days of the date of binding for an operator who resides in the same household and is 21 years of age or older. The operator shall not have a learner's permit, a temporary instruction permit, or a driver's license that is suspended or revoked.
4. Named insureds with Florida temporary instruction permits must provide a copy of a Florida Motor Vehicle Driving Report dated within 15 days of the date of binding for an operator who resides in the same household and is 21 years of age or older. The operator shall not have a learner's permit, a temporary instruction permit, or a driver's license that is suspended or revoked.
5. Named insureds with Florida temporary instruction permits must provide a valid Florida driver's license for a class of vehicle at least equivalent to the insured vehicle within 90 days of the date of issue of



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the Florida temporary instruction permit. Failure to provide a valid Florida driver's license will result in cancellation of the policy and the named insured will not be eligible to reapply for insurance until proof of a valid driver's license is provided.

6. The named insured, any members of the named insured's household and/or any other drivers of the insured vehicle who are from outside of the United States must provide the following with the application:

   A copy of their driver's license from the country of origin and their international driver's license issued in the country of origin, as well as, one of the following:

   a. Passport from country of origin;

   b. An alien registration receipt card (green card);

   c. An employment authorization card issued by the United States Department of Homeland Security; or

   d. Proof of nonimmigrant classification provided by the United States Department of Homeland Security and a Florida Identification Card with a current address.

7. Applicants with permanent disabilities prohibiting the operation of an auto shall be afforded coverage if they are the registered owner of a private passenger auto registered in Florida when a copy of a current Florida Motor Vehicle Driving Record for all operators of the auto are provided with the application. (Proof of disability is required.) The operator shall not have a learner's permit, temporary instruction permit, a driver's license that is suspended or revoked, or a driver's license from a foreign country.

8. All operators of autos registered in Florida and insured in the FAJUA must maintain valid driver's licenses as described in Florida Statute 322.

   NOTE 1: For the purpose of this Rule, a Florida learner's permit is a valid license.

   NOTE 2: Applicants and operators with temporary six month Florida driving permits must also submit all documents listed in Note B.6 above. Failure to submit the documents constitutes an invalid application which will be cancelled.

C. **Auto Registration**

Current auto registrations provided with all applications and change requests must be in the name of the applicant/named insured as shown on the application or documentation linking the named insured to the auto registration and must be received with the applications and change requests to be eligible.

The FAJUA is not available for commercial autos not registered in Florida.

1. Residents

   a. Private Passenger Autos Registered in Florida

      The FAJUA shall be available to provide coverage to residents of the state of Florida for private passenger autos registered in Florida.

   b. Private Passenger Autos Not Registered in Florida

      The FAJUA shall not be available to provide coverage to residents of the state of Florida with respect to autos garaged but not registered in Florida in violation of Florida statutes.

   c. Farm and Specialty Autos

      Farm tractors, trailers, and traction engines principally operated on a farm, grove, or orchard, used for agricultural or horticultural pursuits and only incidentally operated on roads, may be exempt from vehicle registration requirements.

2. Nonresidents

   a. Private Passenger Autos Registered in Florida

      The FAJUA shall be available to provide personal injury protection and property damage liability coverage to nonresidents of the state of Florida for autos registered in Florida.

      **Exception:** Other available coverage may be provided if the applicant represents in writing that the auto is principally operated and garaged in Florida.

   b. Private Passenger Autos Not Registered in Florida

      The FAJUA shall not be available to provide coverage to nonresidents of the state of Florida with respect to autos not registered in Florida.

      The FAJUA may provide coverage to nonresidents who are members of the United States military forces with respect to autos registered in other states of the United States of America, its territories, or possessions provided such military nonresidents are stationed in Florida at the time application is made and are otherwise eligible for insurance under the provisions of the FAJUA.

      Nonresident full time college or university students attending school in Florida, or others exempt from auto registration in Florida, with owned autos registered in another jurisdiction, may be provided coverage.

      Foreign mission members and their dependents who have driver's licenses and registrations provided by the Office of Foreign Missions, U.S. Department of State, shall be eligible for limits of $100,000 per person, $300,000 per accident bodily injury liability, $100,000 property damage liability and personal injury protection pursuant to federal and state law. Copies of all auto registrations and motor vehicle driving records must accompany the application.

D. **Out-of-State Garaging—Autos Registered in Florida**

An auto registered in Florida to a named insured holding a valid Florida driver's license and principally garaged in another state shall be subject to the rates, additional charges, and rating rules applicable under the Plan of the state of principal garaging. Out-of-state garaging is only



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available to private passenger type autos and will be rated in accordance with the insurance requirements of the state of garaging.

**Note:** If the state of principal garaging does not have a no-fault law or similar law, Florida personal injury protection coverage shall be added to the policy. Charge the Florida personal injury protection rate applicable to the territory where the vehicle is registered.

E. **Relocate Out-of-State**

Where a permanent change of residence to out-of-state has taken place during the policy term, the policy shall be endorsed in accordance with the insurance requirements and rates of the state of garaging. Notice of nonrenewal shall be sent prior to expiration.

**Note:** FAJUA policies with property damage liability and personal injury protection do not comply with insurance requirements in states other than Florida.

## Rule 3. APPLICATIONS AND PROPOSAL REQUESTS FOR INSURANCE AND STANDARD POLICY COVERAGE

**Section 817.236 of the Florida Statutes establishes a felony of the third degree, (punishable as provided in s. 775.082, s. 775.083, or s. 775.084), for anyone who, with intent to injure, defraud, or deceive any motor vehicle insurer, including the FAJUA, presents or causes to be presented any written application, or written statement in support thereof, knowing that the application or statement contains any false, incomplete, or misleading information concerning any fact or matter material to the application.**

A. **FAJUA Applications and Change Request Forms**

Producers with executed contracts are required to process all applications and, if available, all change reqests online at www.fajua.org or as directed.

All applicants must meet the eligibility requirements of the FAJUA.

Producers shall remit all completed applications, premiums, and supporting documents to the FAJUA for receipt within 10 calendar days of binding on line. Change requests, monies, and requests for cancellations shall be submitted to the FAJUA for receipt within 10 calendar days of receipt by the producer.

1. If the applicant was previously insured in the FAJUA, with no lapse in coverage, and this application is electronically bound on the renewal date of the prior policy, the applicant shall be entitled to renewal premium rates including applicable discounts, if any.

   Applications that are (1) cancelled at the insured's request and electronically bound on the cancellation date, or (2) cancelled at the insured's request and electronically bound on the day immediately following the cancellation date, shall be considered a continuation of the prior policy and underwriting, classifications, rates, credits, and surcharges of the prior policy shall prevail.

2. Every application for physical damage only shall be accompanied by a vehicle inspection form completed on the date and time of application. Applications received without a vehicle inspection form will not be effective until the date of receipt of the inspection form by the FAJUA.

3. All vehicles with common registration shall be provided the same limits of liability and coverages regardless of the number of policies in force.

4. Every application providing coverage for a specifically identifiable motor vehicle shall list the named insured in the same manner as it appears on the motor vehicle registration.

   A change of vehicle that includes an additional name on the motor vehicle registration requires a new application.

5. A policy providing physical damage coverage, including comprehensive and collision coverage, may not be issued in the state of Florida unless the motor vehicle has been inspected at the time of application or submission of a change request.

   Physical damage coverage will not be bound for FAJUA risks except when the application and change request form are submitted in the name of the applicant and are accompanied by a Florida vehicle title, a Florida vehicle inspection form, a current Florida vehicle registration, and two (2) photos of the vehicle showing right and left sides and the front and back. Coverage will be suspended until all required documents are received. No physical damage losses will be paid. This inspection requirement is applicable to all FAJUA submissions from all counties, regardless of the estimated population of the county.

   The requirement for pre-insurance inspection does not apply to

   a. a policyholder who has been insured through the FAJUA for 2 years or longer, without interruption, under an FAJUA policy which provides physical damage coverage, if the producer verifies previous coverage.

   b. a new, unused motor vehicle purchased from a licensed motor vehicle dealer or leasing company, if the service provider is provided with

      (1) a copy of a bill of sale or buyer's order which contains a full description of the motor vehicle, including all options or accessories; or

      (2) a copy of the title which establishes transfer of ownership from the dealer or leasing company to the customer and a copy of the window sticker or the dealer invoice showing the itemized options and equipment and the total retail price of the vehicle.

      For the purposes of this paragraph, physical damage coverage on the motor vehicle may not be suspended during the term of the policy due to the applicant's or insured's failure to provide the required documents. However, payment of a claim is conditioned upon receipt of the required documents by the service provider. No



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physical damage loss which occurs after the effective date of coverage is payable until the documents are received by the service provider.

c. a temporary substitute motor vehicle.

d. a motor vehicle which is leased for less than 6 months, if the service provider receives the lease or rental agreement containing a description of the leased motor vehicle, including its condition. Payment of a physical damage claim is conditioned upon receipt of the lease or rental agreement.

e. a vehicle that is 10 years old or older, as determined by reference to the model year.

f. any FAJUA renewal policy.

g. any other vehicle or policy exempted by rule of the commissioner. The commissioner may base a rule under this paragraph only on a determination that the likelihood of a fraudulent physical damage claim is remote or that the inspection would cause a serious hardship to the insurer or the applicant.

h. when the service provider's authorized inspection service has no inspection facility either in the municipality in which the automobile is principally garaged or within 10 miles of such municipality.

i. when the insured vehicle is a private passenger type or truck type vehicle with a gross vehicle weight of 10,000 pounds or less that is insured on a commercially rated policy.

6. Vehicles with titles that indicate the vehicle has been previously declared a total loss are not eligible for physical damage coverage.

7. Every application for a vehicle intended for the transportation of school children must be accompanied by two color photos. One of the photos must be a rear view of the vehicle.

All new business must be completed and bound on line. Applications, supplemental applications, and endorsement change requests are on line.

All new business applications must be submitted with copies of current motor vehicle driving records issued within 15 days of the date of binding for the applicant, all named insureds, all members of the named insured's household and all other drivers of the insured vehicle. Current vehicle registrations must also be submitted with the applications.

If the named insureds, any members of the named insured's household and/or any other drivers of the insured vehicle do not have a Florida driver's license, they must provide a copy of their motor vehicle driving records issued within 15 days of the date of binding with the application. Current vehicle registrations must also be submitted with the applications.

All applicants and members of the applicant's household must submit copies of their Florida Driver's License or Florida ID Card and current motor vehicle record with the application or change request. Every license must show the same address as shown on the application. Individuals, other than the applicant, who are of age to obtain a license and do not have one, must submit a copy of their Florida ID Card.

The named insured must advise the service provider of their change in address within 10 days of moving to a new address.

If the named insureds, any members of the named insured's household and/or any other drivers of the insured vehicle are from outside of the United States, refer to Rule 2. Eligibility. Current vehicle registrations must also be submitted with the applications.

Failure to provide these documents constitutes an invalid application which will be cancelled. A named insured with a driver's license from outside the United States may not reapply for coverage in the FAJUA without providing a copy of their current Florida driver's license.

B. **Nonbinding Applications and Submission Procedures**

1. Nonbinding Request for Proposal Submission Procedures

Producers shall complete the Request for Proposal on line and submit the request along with all applicable documentation to the FAJUA for receipt no later than 30 days prior to the proposal effective date of coverage. Producers cannot bind coverage until receipt of a quote form from the service provider.

Applicable documentation includes but is not limited to the original of motor vehicle driving records dated within 15 days of the date of the submission for a proposal request for all drivers and copies of all auto registrations. Producers may charge the client for the motor vehicle driving records per Florida Statute 627.7295. Refer to page 4 of the application for additional requirements.

2. Underwriting

The service provider has 30 days from the date of receipt of the Request for Proposal to provide a written quote form to the producer and applicant. The service provider will review the request and the applicable documents. If the information is incomplete, the service provider will request the missing information and will have 30 days from the date of receipt of the requested information to complete the review of the application and documents and provide the quote form to the producer and applicant.

3. To Bind Coverage

The quote form shall be signed by the applicant and producer, the applicable premium and filing fees collected, the coverage bound on line, and the quote form and payment submitted for receipt at the FAJUA within 10 days of binding on line. All quote forms sent to the producer and applicant will expire 30 days from the date prepared.

C. **Application Submission Procedures**

1. ★All applications for insurance under the FAJUA must be submitted to the servicing carrrier on a prescribed form and be accompanied by the prescribed new business premium deposit. If a policy is financed by a premium finance company, the premium finance company must make all checks or drafts payable to the servicing carrier. A copy of a completed legible premium finance contract must



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accompany the applications submitted to the servicing carrier. The producer of record must provide the applicant with a copy of the application at the time of writing. In no event will the application binding effective date precede the date and time the application was written.

All applications for insurance and premium payments (and premium finance agreements when applicable, see Rule 4) must be COMPLETED, LEGIBLE, and SUBMITTED ON A GROSS REMITTANCE BASIS AND RECEIVED BY THE SERVICING CARRIER WITHIN 10 CALENDAR DAYS OF ELECTRONIC BINDING, in the following manner:

a. A copy of the application, accompanied by the premium and all applicable filing fees required by the FAJUA, shall be sent to the servicing carrier. In no event shall the amount submitted be less than that which was paid by the insured or premium finance company.

b. Failure to meet the FAJUA's required premium payment could result in the initiation of producer suspension procedures.

c. A second copy of the application shall be given to the applicant as proof of application for automobile insurance. No binders, identification cards, or certificates of insurance may be issued by the producer. See Rule 19, NOTES 1 and 2.

d. A third copy shall be retained by the producer for his records.❖

2. If an insured pays by check or money order, the producer shall advise the applicant to make the check or money order payable to the order of the FAJUA, not to the producer or agency. Policyholders monies deposited to producer accounts are recoverable from the FAJUA, only if the producer complies with 627.728 F.S. No other requests for cancellations by a producer will be accepted.

3. Additional or replacement vehicle(s) shall be endorsed with an effective date consistent with policy provisions.

4. The application shall be bound on line. The date and time of binding will be automatically inserted on the application. Producers must print the application after binding, sign the application, instruct the applicant to sign the application, collect the premium, and submit the application along with the premium payment to the FAJUA.

5. In the event there is in force a policy terminating at a date later than the date which would be affixed by any portion of this entire Rule, the producer shall indicate such date on the application.

D. **Named Tropical Storms and Hurricanes**

No application for new physical damage coverage or endorsement adding physical damage coverage may be bound, written, or issued, or monies received, regardless of the effective date, when a tropical storm or hurricane watch or warning has been issued by the National Weather Service for any part of the state of Florida.

**Exception:** Existing policyholders may replace an auto that currently has physical damage with another auto with the same deductible limits. A newly acquired vehicle may be added with physical damage provided there is an auto with physical damage on the policy. Physical damage coverage for the additional vehicle will be written at the same decutible limits as the auto on the in-force policy. A completed inspection form and two photos of the vehicle are required at the time of binding and must be received by the service provider within 24 hours of binding.

When the watch or warning is lifted, normal electronic binding authority is automatically reinstated. However, no new physical damage coverage may be written within the first 24 hours after the watch or warning has been lifted unless the producer has personally inspected the auto to verify that no loss has taken place, and furnishes the service provider with a copy of the physical damage inspection and two photos taken after the watch or warning has been lifted.

## Rule 4. PREMIUM REMITTANCE PROCEDURES

★Premium finance companies licensed by the Florida Office of Insurance Regulation are acceptable to the FAJUA.❖

The FAJUA may discontinue a premium finance company if deemed necessary.

**Note:** Producers shall not charge an applicant fees for any transactions of business with the FAJUA other than the rates provided by the FAJUA and approved by the Florida Department of Financial Services, Office of Insurance Regulation.

A. **New Business**

1. All premiums received by an FAJUA producer are required to be submitted with the application and in an amount not less than the payment required by the FAJUA.

2. ★An application eligible for the FAJUA installment payment plan in Rule 4.B.2.b below must be accompanied by a gross deposit of not less than 30% of the total estimated annual premium, a $10 service fee, and all applicable filing fees.❖

3. Policies financed by a premium finance company are required to have the estimated annual premium and copy of the premium finance contract submitted with the application.

4. ★The producer shall accept payments to the FAJUA from an applicant for all past due balances in full along with the prescribed deposit prior to the producer electronically binding coverage. Producers shall remit all monies and applications to the servicing carrier within five business days of receipt.❖

B. **Premium Payment**

Premiums shall be payable to the FAJUA in the following manner:

1. Premium Remittance Instructions

a. ★Producers must submit payments on a gross remittance basis in accordance with the Manual of Rules and Rates.



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b. The premium deposit or premium payment may be in the form of cash, an insured's personal check, an agency check, a cashier's check or money order payable to the servicing carrier. The servicing carrier may require a certified check or cashier's check, if experience on returned checks warrants such action.❖

c. Producers shall instruct all applicants/insureds to make checks payable to the FAJUA.

d. Producers may submit payments to the FAJUA by agency check only in the event that the applicant/insured has paid by cash.

e. Payments by agency checks will be deemed to be cash payments to the agency.

2. Premium payment options include

a. Full annual premium payment

b. Installment Payment Plan – Available if the total estimated annual premium is at least $1,300

(1) ★Producers shall collect a gross deposit of not less than 30% of the total estimated annual premium, the $10 service fee, and any applicable filing fees. A deposit of less than 30% of the annual premium shall not be accepted.

(2) The balance of the premium will be billed in 8 monthly installments.

(3) A service fee of $3 to offset the cost of handling will be added to each monthly installment.

(4) The due date of each installment will be the same date as the policy's effective date. All installments will be due on the same date each month. A delay in issuing the policy may result in the first two installments being combined. For example, a policy with an effective date of January 5, 20XX should have the first installment due on February 5, 20XX.

(5) If the installment payment is not received by the due date, the servicing carrier will issue a notice of cancellation. The insured shall be given notice of cancellation at least 10 days prior to the effective date of cancellation. If a financial responsibility filing or certification of insurance was filed on behalf of the insured, the servicing carrier must comply with any applicable advanced notice cancellation requirements. Each cancellation notice will include language stating the policy will cancel unless payment is received by the servicing carrier prior to the effective date of cancellation.

(6) Producers shall instruct all applicants/insureds to make checks payable to the FAJUA.

**Note:** The installment premium payment option is not available if any portion of the annual premium is financed by a premium finance company. If any portion of the annual premium is financed after the installment payment option is elected, the servicing carrier shall return the premium finance contract and any payment received with notice to the producer and the named insured.

3. The servicing carrier may charge a fee of $3 to offset the cost of postage and handling for billing an additional premium for a new policy or a renewal if the payment does not cover the premium required by the FAJUA. The servicing carrier may also charge the fee for processing a billing of an endorsement.

C. **Endorsements**

1. The producer or insured may submit policy change requests directly to the servicing carrier. If from the producer, the request is to be sent daily to the servicing carrier to be received within 10 days of binding. In no event will a request for a change adding coverage or additional items have an endorsement effective date that precedes the date and time of writing of the request for the change, except in those instances where contractual coverage exists automatically under the terms of the policy and notice to the servicing carrier is accomplished within the time frame required.

2. The servicing carrier will handle endorsement requests and issue endorsement change notices, related billing invoices, and refund checks, on a punctual day-to-day basis with a maximum issuance time not to exceed 30 days after the date of receipt by the servicing carrier. Endorsements resulting in an additional premium or a return premium shall be processed in accordance with Rule 4. Invoices for additional premium must be issued within 5 days of the date the endorsement is issued.

3. Endorsements resulting in additional premium will be billed by the servicing carrier and may be premium financed. If the policy was premium financed and there is an outstanding balance, the premium finance company must be the same premium finance company. The contract and payment must be received prior to the due date of the payment.

**Note:** Policies subject to a premium finance contract are not eligible for the FAJUA installment payment plan.

4. Return premiums on policies that are not paid in full as a result of changes to the policy shall be used to reduce the outstanding balance.

5. If an endorsement results in a return premium and no additional premium is due, the servicing carrier will issue a check for the gross amount of premium refund due. The check may be payable to the named insured or, if applicable, the premium finance company. Payment to the premium finance company requires evidence of signed contract in the named insured's file.

6. Refunds shall be mailed directly to the named insured except for policies that have been premium financed provided a premium finance contract has been received with the application or endorsement request by the servicing carrier. Refunds for premium financed policies shall be mailed directly to the



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premium finance company in an amount no greater than the balance owed on the contract.

7. For policies subject to the FAJUA installment premium payment plan, the following shall apply:❖

   a. Additional premium resulting from an endorsement will be spread equally over the remaining installments, if any. If there are no remaining installments, the additional premium will be billed immediately as a separate transaction and is subject to a $3 service fee for the transaction.

   b. Return premium from an endorsement will be used to reduce the outstanding balance and will be spread equally over the remaining installments, if any. If there are no remaining installments and/or there is no remaining balance, a premium refund check will be issued.

D. **Renewals**

All renewals shall be submitted with the premium required by the FAJUA in accordance with the requirements outlined in B.1 or 2 above.

★A deposit premium of less than 30% of the annual premium shall not be accepted. Renewal premium payments shall be accepted if equal to the amount stated on the original quota from the servicing carrier and received no later than the day prior to the renewal effective date.

The renewal deposit shall be received by the servicing carrier no later than the day prior to the renewal effective date.❖

E. **Premium Financing**

1. If the policy applied for is to be paid for by premium financing, it must be so indicated on the application in the space provided.

2. ★A legible copy of the finance company contract must be attached to and submitted with the completed application or a policy change request.

   Premium financing for endorsements shall be accepted if

   a. the annual premium has been paid in full; or

   b. the annual premium is premium financed and the endorsement is premium financed with the same premium finance company.

3. All checks or drafts for the amount financed shall be made payable to the FAJUA or the servicing carrier.

**Note:** Any premium monies remitted by the insured to the producer shall be remitted by the producer to the servicing carrier as required in Section II of the producer's contract.

F. **Dishonered Checks**

A deposit check received by the servicing carrier from the insured that is returned by a financial institution for any reason shall result in the policy being cancelled flat and is not eligible for charge off. If a check submitted for an additional premium payment is returned, the servicing carrier shall immediately issue a 10-day notice of cancellation with no more than four calendar days for mailing.❖

## Rule 5. FLORIDA CATASTROPHE FUND ASSESSMENTS

All FAJUA policies will include an assessment of the total premium as promulgated by the Department of Financial Services, Office of Insurance Regulation.

## Rule 6. EXTENT OF COVERAGE

A. **Personal Injury Protection and Property Damage Liability or Personal Injury Protection and Combined Single Limits of Liability**

For vehicles subject to the Florida Motor Vehicle No-Fault Law, basic personal injury protection coverage in an amount of $10,000 and equal limits of property damage liability of at least $10,000 shall be afforded not exceeding $50,000 or equal limits of combined single limits of liability of at least $30,000 shall be afforded not exceeding $300,000 if available.

B. **Bodily Injury and Property Damage Liability or Combined Single Limits of Liability**

For autos where personal injury protection and property damage liability have been afforded, or for autos that are not subject to the Florida Motor Vehicle No-Fault Law, bodily injury and property damage liability may be provided only at the same limits for all autos on the policy not exceeding $100,000/300,000/50,000 or $300,000 combined single limits of liability if available.

Refer to Rule 22 for underwriting and eligibility for increased limits in excess of $100,000/300,000/50,000 for bodily injury and property damage liability or $300,000 combined single limits of liability.

C. **Medical Payments Coverage**

1. Private Passenger Autos

   Medical payments coverage is available for autos with personal injury protection, bodily injury and property damage liability or personal injury protection and combined single limits of liability if classified and rated as private passenger (see Rule 33.A).

   Medical payments coverage is not available when a deductible has been selected for personal injury protection.

   The insured may elect medical payments coverage at the same limits for all vehicles on the same policy at $500, $1,000, or $2,000.

2. School Buses

   Medical payments is available for autos classified and rated as school buses with personal injury protection, bodily injury and property damage liability, or personal injury protection and combined single limits of liability have been provided, the insured may elect medical payments coverage at the same limits for all vehicles on the same policy at $500, $1,000, or $2,000.

   Medical payments coverage is not available when a deductible has been selected for personal injury protection.



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3. Motorcycles

   a. For vehicles where bodily injury and property damage liability or combined single limits of liability have been provided, the insured may elect medical payments coverage at a $10,000 limit.

   b. Medical payments coverage is required for an insured over age 21 who operates or rides on a motorcycle without wearing protective headgear.

D. **Uninsured Motorists Insurance (Stacked or Non-stacked)**

For every auto liability insurance policy which provides bodily injury liability coverage or combined single limits of liability, issued or delivered to the owner of a specifically insured or identified auto registered or principally garaged in Florida, uninsured motorists insurance shall be afforded. (Uninsured motorists coverage includes underinsured motorists coverage.)

1. Uninsured motorists insurance shall be afforded at limits equal to the policy's bodily injury liability limits.

   a. The named insured has the right to

      (1) reject uninsured motorists coverage in writing, or

      (2) select nonstacked uninsured motorists coverage on all autos insured under the same policy, and/or

      (3) select limits lower than the policy's bodily injury liability limits.

   b. Stacking may be afforded to **Class 1 insureds only**.

      **Note:** Class 1 insured is the named insured, if an individual, and family members. Class 2 insured is any named insured who is not a Class 1 insured.

   c. Class 1 insured may select the nonstacked uninsured motorists coverage on all autos insured under the policy.

      If the Class 1 insured

      (1) elects the nonstacked option, the request must be made in writing on a form approved for use by the FAJUA by the Insurance Commissioner;

      (2) does not elect the nonstacked option, the standard (stacked) coverage applies.

      NOTE 1: When an auto is leased for one year or more and the lessor provides the liability insurance, only the lessee has the right to exercise rejection or election options.

      NOTE 2: If the Selection/Rejection and/or Election of a Nonstacked form is signed by a named insured, it will be conclusively presumed that there was an informed, knowing rejection of coverage, or acceptance of limitation, and/or election of lower limits.

   d. The written agreement to reject this coverage or select lower limits is binding with respect to any other policy which renews, extends, changes, supersedes, or replaces an existing policy unless the named insured requests this coverage or higher limits in writing.

      **Exception:** If the policy's liability limits are changed, a new UM Selection/Rejection form is required unless the insured selects stacked UM at limits equal to the liability limits.

2. The insurer must keep evidence of the rejection or the request for other limits in its files.

3. The insurer shall at least annually notify the named insured of his options as to uninsured motorists coverage. Such notice shall be part of, and attached to, the notice of premium, shall provide for a means to allow the insured to request such coverage and shall be given in a manner approved by the Florida Department of Insurance.

E. **Physical Damage Coverage**

1. "Original Cost New" means 90% of the manufacturer's suggested retail price (MSRP) as published in the Southeastern Edition of the N.A.D.A. Official Used Car Guide. Charges for other than standard equipment and sales tax must be added to the M.S.R.P. Autos purchased outside the U.S. will be considered purchased in the U.S. and priced accordingly should the vehicle qualify. The maximum coverage is based on the MSRP not being over $45,000.

2. Applicants provided personal injury protection and property damage liability or combined single limits of liability if available, may be afforded physical damage coverage with deductibles of $250, $500, or $1,000 on the following type autos:

   a. Private passenger (as defined in Rule 33)

   b. Light trucks (as defined in Rule 47)

   c. Recreational trailers and camper bodies (as defined in Rule 33—only when similar coverage is provided in the policy for the hauling and carrying auto)

3. Applicants may be afforded comprehensive and collision coverage only policies with deductibles of $250, $500, or $1,000 on private passenger autos rated and classified in the Private Passenger Section of the Underwriting Rules and Rates Manual. (Private passenger autos are defined in Rule 33.)

4. Applicants provided bodily injury and property damage liability or combined single limits of liability may be afforded physical damage coverage with deductibles of $500 or $1,000 on motorcycles when the Original Cost New did not exceed $20,000 (see Rule 97 and paragraph 1 above).

5. Physical damage coverage shall not be afforded if

   a. the auto has an Original Cost New in excess of $45,000;

   b. the motorcycle, recreational trailer, and/or camper body has an Original Cost New in excess of $20,000;



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c. the auto is rated in the Public Section;

d. the auto is rated in the Special Types Section, except motorcycles and classic and restored autos;

e. the auto is manufactured using a kit for the body and/or interior;

f. the auto is not manufactured to meet the standards required in the United States (grey cars);

g. the auto title or registration identifies the auto as salvaged;

h. the auto has previous unrepaired damage.

6. Physical damage type coverages are not available on garage risks: dealers open lot, garagekeepers' legal liability, driveaway collision, and false pretense.

7. Comprehensive or other than collision coverage cannot be written without collision and vice versa.

## Rule 7. CANCELLATIONS

A. **Method of Cancellation Calculations**

1. Cancellations Requested by Named Insureds or Premium Finance Company

Policies and binders cancelled at the request of the insured or premium finance company except as provided in FS 627.7282 or 627.7283 (5) will be cancelled at .90 of pro rata.

If you are a servicemember as defined in FS 627.7283 (5) who cancels because he or she is called to active duty or is transferred by the United States Armed Forces to a location where the insurance is not required, we will refund 100% of pro rata unearned premium.

The FAJUA shall return the unearned portion of any premium paid within 30 days after the effective date of the policy cancellation or receipt of notice or request for cancellation, whichever is later.

Cancellations requested by the named insured may not be back dated more than 30 days from the date of receipt by the FAJUA without proof of replacement coverage, sales record, or other pertinent documentation.

**Exception:** For commercial policies subject to audit, any refunds shall be made within 90 days.

2. Cancellations by FAJUA

Policies and binders cancelled at the request of the FAJUA or in accordance with provisions of FS 627.7282 or 617.7283(5) will be cancelled pro rata.

a. The FAJUA shall return the unearned portion of any premium paid within 15 days after the effective date of the policy cancellation.

b. Fees charged by the FAJUA for financial responsibility filings with the State of Florida are refundable when a policy is cancelled in accordance with the FAJUA Manual of Rules and Rates.

c. A copy of each cancellation notice shall be furnished to the producer of record.

3. No policy may be cancelled during the first 60 days except when the named insured has been charged a premium for private passenger auto insurance that is incorrect on the application, the insured will be provided a period of no less than 10 days to

a. pay the additional premium, or

b. request cancellation of the policy.

If the named insured fails to timely respond to the notice, the service provider will cancel the policy and return any unearned premium to the named insured in accordance with 627.7282 FS.

4. If a premium finance company has issued a notice of cancellation to a named insured due to nonpayment of premium in accordance with 627.848 FS and the named insured does not pay the premium due within the time shown on the notice, the FAJUA shall refund 90% of the unearned premium in accordance with 627.7283 (4) FS.

B. **Delay of Cancellation**

An insured's request for cancellation may be delayed if a financial responsibility filing or certificate of insurance has been filed to enable the FAJUA to comply with any advance notice of cancellation requirements.

C. **Voiding Policies Ab Initio**

1. If this is a new policy for private passenger autos providing personal injury protection and property damage liability insurance, the FAJUA will not cancel for nonpayment of premium during the first 60 days following the effective date of the policy if the prescribed premium has been received with the application, except as noted in A.3. However the FAJUA may void the policy ab initio if a check for the initial premium is dishonored for any reason.

2. If this is a new policy providing bodily injury and property damage liability, personal injury protection, medical payments, comprehensive, collision, and uninsured motorists for a private passenger type auto, the FAJUA shall void the policy ab initio if the check from the applicant delivered to the producer for the payment of the initial premium is dishonored provided the

a. producer has complied with 627.728 FS;

b. producer provides a copy of the NSF check to the FAJUA within 48 hours of receipt from the depositing financial institution;

c. producer sends a certified or registered letter to the applicant/insured within 48 hours of receipt of returned check from the bank;

d. producer sends a copy of the certified or registered letter along with proof of mailing, delivery, or nondelivery within 15 days of the date of the letter if they are unable to collect the premium;

e. replacement payments from insureds shall be accepted only if made by certified check or money order payable to the FAJUA



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## GENERAL RULES

D. **Cancellation for Dishonored Payments**

The FAJUA will cancel a personal auto policy or commercial policy flat within the first 60 days after the effective date of the policy or binder for nonpayment of premium if the check issued for payment of the premium is dishonored for any reason or if any other form of payment is rejected or deemed invalid.

E. **Cancellation By Named Insured**

An insured may not cancel a personal or commercial auto policy or binder within the first 90 days after the effective date except

1. upon total destruction of the insured motor vehicle, or
2. upon transfer of ownership of the insured motor vehicle, or
3. after purchase of another policy or binder covering the motor vehicle that was covered under the policy that was being cancelled, or
4. the named insured is a member of the United States Armed Forces, the Florida National Guard of the United States Reserve Forces because he or she is called to active duty or is transferred by the United States Armed Forces to a location where the insurance is not required.

Cancellations for 1–3 are calculated short rate. Exception 4 is calculated pro rata.

F. **FAJUA Cancellations and Nonrenewals**

1. The FAJUA shall cancel a binder if the risk is ineligible for coverage in the FAJUA. Refer to Rule 2. Eligibility.
2. The FAJUA shall cancel a policy or binder if the insured
   a. is not or ceases to be eligible or in good faith entitled to insurance; or
   b. has failed to pay any premium due under the policy, or;
   c. fails to provide records or information to properly estimate the initial premium charge; or
   d. has obtained insurance through material misrepresentation or fraud; or
   e. the driver's license or motor vehicle registration of the named insured or of any operator who either resides in the same household or operates an automobile insured under the policy has been under suspension or revocation during the policy period or the 180 days immediately preceding its effective date or, if the policy is a renewal, during its policy period. This subsection shall not apply to any policy which has been in effect less than 60 days at the time notice of cancellation is mailed or delivered by the insurer unless it is a renewal policy.
3. The FAJUA may cancel a policy or binder if the insured
   a. makes materially incorrect or misleading statements in the prescribed application form; or
   b. fails to report all information of a material nature; or
   c. has failed to comply with reasonable safety requirements; or
   d. fails to provide information requested by the servicing carrier to complete a classification check; or
   e. cannot be located.

   **Note:** A servicing carrier may cancel a policy written in accordance with F.S. 627.7275 during the first 30 days of the policy term.
4. The FAJUA will nonrenew or cancel a policy for the following reasons:
   a. The named insured did not cooperate and provide information to complete an audit and/or an inspection within 60 days of a written request from the FAJUA or its auditor/inspector.
   b. The named insured did not provide current copies of motor vehicle records for all operators and current copies of all vehicle registrations in the name of the named insured or leasing company.

G. The named insured shall be given notice of cancellation at least 45 days prior to the effective date of cancellation, except 10 days for nonpayment and 5 days for binders. Such notices of cancellation shall state the reason or reasons the application was rejected or the policy cancelled.

H. When a policy is cancelled for nonpayment of premium by an approved premium finance company, the FAJUA may request copies of the notice of cancellation and evidence of mailing as a condition to honoring the cancellation effective date requested by the premium finance company.

**Note:** Disregard February 29 in leap years when determining pro rata earned premiums.

I. ★**Reinstatement of FAJUA Policies**

The FAJUA will reinstate a policy under the following circumstances:

1. If the producer received timely payment from the insured prior to the cancellation date or if the insured mailed their payment before the cancellation date, the policy will be reinstated. The following will be considered proof of timely payment:
   a. A copy of the pages from the producer's receipt book, before and after the page that contains the insured's payment. The payment must appear within the date sequence of the producer's receipt book.
   b. The postmarked envelope in which the insured's payment was forwarded.
2. All other policy cancellations will be reinstated provided there are no unresolved underwriting issues and the cancellation meets all of the following criteria:
   a. A policy will only be considered for reinstatement up to the 14th calendar day following the effective date of cancellation. For example, a policy that cancelled on January 1st may be



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considered for reinstatement until January 14th, the fourteenth day after the cancellation effective date.

b. The insured and producer must sign and submit to the service provider an FAJUA No Loss Statement that clearly states neither party is aware of any claims or losses that occurred during the cancellation period.

c. The policy has not been reinstated at any other time during the current policy period. The insured may request reinstatement only once per policy term.

## Rule 8. RIGHT OF APPEAL

A. An applicant is entitled to a right of appeal to the FAJUA if denied insurance or given notice of cancellation of insurance. Only the final Notice of Cancellation or denial shall contain a statement of such right. Written appeals must be received at the FAJUA Management Office within 30 days of the effective date of the cancellation notice or denial. Additionally, applicants and producers may appeal the underwriting decisions of the servicing carrier in the same manner.

B. The action of the FAJUA may be appealed to the FAJUA Board of Governors within 30 days of the decision of the FAJUA. The Board of Governors may appoint a committee to hear appeals. The action of the committee shall be deemed the action of the Board of Governors.

C. The action of the FAJUA Board of Governors may be appealed to the Florida Department of Financial Services, Office of Insurance Regulation as otherwise provided by law.

D. The FAJUA shall promptly notify all parties at interest of the disposition of the appeal to the Board of Governors. Such notification, in the case of refusal to sustain a cancellation, shall include notice that the policy will be reinstated without lapse in coverage if the premium is received by the servicing carrier within 10 calendar days of the date of the notification. Otherwise, the cancellation shall remain in effect.

E. Producers appealing termination of their contract with the FAJUA should refer to the Plan of Operation—Operating Principles III for instructions.

## Rule 9. COMMISSIONS

The rate of commission payable to producers is

A. 10% for all coverages and autos rated and classified in the Private Passenger Section of the Manual of Rules and Rates.

B. 5% of the premium applicable to each vehicle for all local radius truckers, intermediate, long distance, zone rated trucks, tractors, trailers, cost of hire risks, and public passenger carrying vehicle risks.

C. 10% for all other risks.

The commission payment on a policy will include 5% and/or 10% based on the applicable premium.

An agent may not apply a service charge to an applicant for the completion of an application. Commissions as outlined above shall be a producer's only remuneration.

**Note:** In the event the policy premiums are CHARGED OFF, commission will not be paid on the collected earned premiums.

A producer shall, within 10 days of receipt of monies or notices of cancellation from the servicing carrier or premium finance company, remit all the unearned premiums and all unearned commissions to the applicable party such as the servicing carrier, insured/applicant, and premium finance company. All checks received by the producer which are not payable to the producer shall immediately be forwarded to the party to whom the check is payable. The producer shall not deposit checks payable to other parties in the producer's account.

## Rule 10. RESERVED FOR FUTURE USE

## Rule 11. EXTRA HAZARDOUS RISKS AND CLASSIFICATION OF RISKS NOT SPECIFICALLY INCLUDED

This Rule is applicable to commercial risks eligible for individual risk rating and subject to reporting requirements under F.A.C. 69O-170.019.

If a risk is presented which is more hazardous than that contemplated by the normally applicable rate or cannot be classified in the Underwriting Manual, the FAJUA service provider shall consult with the FAJUA regarding an increase in rate.

Information shall be provided by the producer and applicant relating to the commercial risk for appropriate filing with the Florida Office of Insurance Regulation.

Rates and classifications approved by the Florida Office of Insurance Regulation shall include any applicable charges.

**Note:** If an individual risk submission is approved by the Florida Office of Insurance Regulation, the approved rating procedure shall be continued on renewals, using the applicable rates in effect at the time of renewal, unless there has been a substantial change in exposure.

## Rule 12. BIDS AND QUOTES

Bidding and quoting rates and premiums shall not be a function of the FAJUA or an FAJUA servicing carrier except as it pertains to Request for Proposals for Commercial Risks. However, servicing carriers are responsible for answering a producer's specific rating or eligibility questions.

## Rule 13. POLICY PERIOD AND MINIMUM PREMIUM

A. All policies are issued at the annual premium in effect at the inception of the present policy term.

B. The minimum written premium for physical damage only policies and their binders shall be the applicable annual expense fees.

C. The minimum premium for specific coverages shall not be subject to modification.



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## Rule 14. ROUNDING OF PREMIUMS

Round each premium shown in the policy to the nearest whole dollar, unless noted otherwise, with $0.50 or more rounded to the next higher whole dollar.

**Note:** Rounding of premiums shall only occur at the end of each coverage computation.

In case of cancellation, round total policy return premium to next higher whole dollar.

## Rule 15. CHANGES, MIDTERM PREMIUM ADJUSTMENTS, AND MIDTERM REINSTATEMENT

A. If any information material to the development of the policy premium is incorrect or incomplete, we may adjust the premium (pro rata) accordingly during the policy period, or within 90 days after the current policy period expires for private passenger risks or within 90 days after the last audit for commercial auto risks, using the rules and rates in effect at the inception of the current policy period.

B. All changes shall be made using the rules and rates in effect at the inception of the policy or latest subsequent renewal date thereafter.

C. Additional or return premium of $5 or less will be waived. Servicing carriers shall remit any premium due if requested by the insured.

D. Midterm premium adjustments shall be made as the result of a change in

1. autos insured by the policy, including changes in use;
2. drivers, or drivers' marital status;
3. coverages, coverage limits, or deductibles;
4. rating territory;
5. eligibility for discounts or other premium credits.

E. Midterm premium adjustments shall not be made as the result of a change in

1. additional point charges (unless it is to recognize the addition or deletion of an operator);
2. vehicle symbol assignment based on a review of loss experience;
3. attained age of a driver.

NOTE 1: Vehicles eliminated from a policy for a period of less than 60 days shall be added back retroactively.

NOTE 2: Disregard February 29 in leap years when determining pro rata earned premiums.

NOTE 3: If a new vehicle model year rating symbol has not yet been announced, use prior year make/model symbol. If no similar prior year make/model exists, apply Original Cost New to ISO Price/Symbol Chart to determine rating symbol.

Refer to the Transition Rule in the S&I Manual for 2011 model year autos.

Symbol assignments made in accordance with this procedure shall be reviewed at renewal. It is recognized that AIPSO will use diligent effort to announce new model year rating symbols as they become available from the ISO (The term "new" is relative to the date of application.)

F. Copies of insureds' checks, agency checks, or premium finance drafts along with a copy of the premium finance contract made payable to the FAJUA or servicing provider for no less than the actual amount due may be faxed to the servicing carrier no later than the day prior to the date of cancellation of a policy being cancelled for nonpayment of premium or as payment for the renewal. Such copies shall be considered proof of payment and shall show the policy number. All payments shall be remitted no later than the next business day following the day of receipt of the payment by the producer.

## Rule 16. EFFECTIVE DATE AND IMPORTANT NOTICES

Rules and rates are effective on the dates shown on the Manual pages, unless accompanying or subsequent Important Notices show otherwise and shall be part of this Manual until superseded by revised Manual pages or subsequent Important Notice.

## Rule 17. AUDITS AND INSPECTIONS

On policies which provide that the earned premium be determined by audit at the end of the policy period, the initial premium shall be the full premium calculated or the minimum premium for the policy, whichever is greater.

The servicing carrier or its vendor shall make two good faith documented attempts to contact the insured to schedule an audit/inspection. An insured's failure to make records or information available within 60 days of the effective date of the policy that has been quoted or the receipt of a completed application, whichever is later, shall result in the nonrenewal of the policy in accordance with Rule 7 of the FAJUA Rules and Rates Manual.

In the event that an audit/inspection is not completed, the insured will be advised by the carrier of the incomplete transaction by issuance of a notice of nonrenewal. The insured may contact the carrier and request an audit/inspection, provided the inspection can be and is completed and received by the carrier no less than 60 days prior to the expiration of the policy. This allows the carrier time to prepare a renewal quote which must be issued no later than 30 days prior to the expiration of the policy.

Policy audits and inspections shall be conducted in accordance with the service standards published in the Plan of Operation of the FAJUA or the servicing standards of the servicing carriers. The following types of risks are subject to audits/inspections. Other risks may be audited and/or inspected when warranted.

A. Experience rated

B. Truckers

C. Franchise and nonfranchise dealers

D. ★Garages and trailer sales✣

E. Hired auto



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F. ★Nonowned auto liability✣

Applications requesting coverage for messenger services, courier services, prepared food delivery and/or employees and/or volunteers transporting clients will be audited and inspected.

G. All public autos unless noted otherwise

For taxi and limousine risks only those with four or more vehicles will be inspected. No inspections of migrant transportation and private school buses transporting public school children.

H. Transporter plates

I. Drive-away contractors

All youthful artisan types 25 years of age or younger written on a Business Auto Policy application shall be contacted for underwriting information specified in the Class Check Guidelines.

The Audit/Inspection form is contained in the Forms Manual.

## Rule 18. RESERVED FOR FUTURE USE

## Rule 19. CERTIFIED RISKS—FINANCIAL RESPONSIBILITY LAWS

A. The FAJUA does not provide proof of financial responsibility (SR-22, SR-22s, FR-44 certificates of insurance, or other proof of coverage) to any applicant or operator who has a driver's license from a country other than the United States or a temporary Florida driving permit.

All applicants requesting an SR-22s filing with a case number beginning with 2 may apply for a 6 months noncancellable policy. The six (6) months premium must accompany the application along with all required documentation. The policy is not eligible for premium financing nor the FAJUA Pay Plan. Applications, applicable documents, and payment must be received within 10 days of binding. Coverage required by Florida statute is property damage liability and personal injury protection. Other coverages are available at the time of application. The policy cannot be endorsed during the six months term.

No filings will be made without the applicant's specific written request on the application. Policies may be cancelled in accordance with Florida Statute.

Only new business applications may be provided filings. Policies cannot be endorsed to add filings.

B. Personal auto insureds and commercial auto insureds in the name of an individual who are subject to a Florida government financial responsibility filing (evidence of active liability insurance policy) shall pay a fee of $15 for each filing made. The fee is paid annually.

C. Eligible applicants for a Personal Auto Policy in accordance with F.S. 627.7275 (2)(a) shall be charged a $15 annual fee.

D. The servicing carriers shall make such filings, within five working days of the receipt of the request, provided all information necessary and the administrative filing fees are received by the servicing carrier with the application.

Only servicing carriers are permitted to file proof of financial responsibility or certificates of insurance.

All filings for risks that are subject to preinsurance audits and/or inspections will be issued upon receipt of the audit and/or inspection by the servicing carrier.

E. In addition to the charge above, the servicing carrier shall be reimbursed by the named insured for any administrative fees charged by a governmental entity for the filing of the certificate and/or the cancellation thereof. Under no circumstances is such reimbursement for such administrative charges to be considered premium.

NOTE 1: Only servicing carriers are permitted to issue and file proof of financial responsibility including, but not limited to, SR-22, SR-22s, FR-44 certificates of insurance, and Form E.

NOTE 2: Only servicing carriers are permitted to issue and file certificates of insurance. Cancellation of certificates of insurance shall be in accordance with the policy provisions.

NOTE 3: An insured's request for cancellation may be delayed if a financial responsibility filing or certificate of insurance has been filed to enable the servicing carrier to comply with any advance notice of cancellation requirements.

NOTE 4: Under no circumstances shall the date of policy cancellation precede the date the filing is terminated.

## Rule 20. FLORIDA AUTOMOBILE NO-FAULT LAW

**Applicability**

Personal injury protection shall be included on every policy issued to cover a motor vehicle (other than a motor vehicle used as a taxicab or limousine registered in Florida) of which the insured is the owner, as defined in the law.

The following definitions apply:

A. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.

**Note:** The term motor vehicle, however, does not include a mobile home, or any motor vehicle which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.

B. "Owner" means a person or organization who holds the legal title to a motor vehicle, and also includes

1. a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and

2. a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more, and



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3. a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

C. "Named insured" means the person or organization named in the Declarations of the policy and if an individual, shall include the spouse if a resident of the same household.

D. "Relative" means a person related to the named insured by blood, marriage, or adoption (including a ward or foster child) who is usually a resident of the same household as the named insured.

## Rule 21. NAMED DRIVER EXCLUSION

A. **Personal Auto Policies**

A named insured may elect to have a driver excluded from the personal auto insurance provided

1. the driver/operator is not the named insured or resident spouse, and
2. the excluded driver/operator is an owner of a Florida registered auto, and
3. proof of registration in the name of the excluded driver shall not include the name of the insured or resident spouse.

Attach the Named Driver Exclusion Endorsement.

B. **Commercial Auto Policies**

A Commercial Auto Policy may exclude an employee or other person, who is not an owner of a covered auto, from certain coverages. The application must indicate in the Remarks Section: (1) the full name of the driver to be excluded; (2) position description or job title; (3) date of birth; and (4) reason for the exclusion. Submit a current MVR for the individual.

The FAJUA or service provider shall not be liable for any loss caused while the auto(s) described in the policy, or any other auto to which the terms of the policy are extended, is being driven or operated by the person named in the endorsement. Attach the Named Driver Exclusion Endorsement.

## Rule 22. INCREASED LIMITS FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND COMBINED SINGLE LIMITS OF LIABILITY

A. The increased limits factors apply to the $10,000/20,000 bodily injury and $10,000 property damage rates to determine the premiums for the limits indicated. For limits exceeding $100,000/300,000/50,000 or $300,000 combined single limits not shown, contact the service provider.

The following provisions are applicable:

1. Upon request of the applicant or insured, the insurer shall afford limits not exceeding $100,000/300,000 bodily injury liability and $50,000 property damage liability or $300,000 combined single limits of liability if available.
2. Where limits in excess of $100,000/300,000/50,000 or $300,000 combined single limits of liability are required by law, ordinance, or regulation of a state of the United States or by a political subdivision thereof, or by law or regulation of the United States government, limits to meet such requirements shall be afforded to maximum limits of $500,000/1,000,000 bodily injury and $500,000 property damage liability or $1,000,000 combined single limits of liability. (See Rule 3, paragraph C.4 as to binding limitations.)

   **Note:** Requests for increased limits shall be submitted with a copy of the appropriate regulatory documentation.
3. For vehicles subject to the Motor Carrier Act of 1980 combined single limits of liability of $750,000, $1,000,000, or $5,000,000 shall be afforded. (See Rule 3, paragraph C.4 as to binding limitations.)
4. For vehicles subject to the Bus Regulatory Reform Act of 1982, combined single limits of liability of $1,500,000 or $5,000,000 shall be afforded. (See Rule 3, paragraph C.4 as to binding limitations.)
5. For vehicles subject to the Migrant And Seasonal Agricultural Worker Protection Act (MSPA), limits of liability of $100,000 for each seat in the auto but in no event is the total insurance required to be more than $5,000,000 for any one auto. (See Rule 3, paragraph C.4 as to binding limitations.)
6. The servicing carrier shall in all cases provide increased limits, when the insured or applicant is otherwise eligible for bodily injury and property damage liability limits or combined single limits of liability, adequate to comply with the provisions of the financial responsibility law of any state of the United States of America, its territories or possessions, Puerto Rico, or Canada, in which the motor vehicle is registered, garaged, or regularly and frequently operated.
7. For all public and nonpublic school autos transporting students, the minimum liability shall be the greater of $100,000 combined single limits or $5,000 multiplied by the manufacturers rated seating capacity.

B. Refer to the appropriate sections of this Manual for the applicable increased limits factors.

## Rule 23. SERVICING CARRIER RESPONSIBILITY

A servicing carrier must commit itself to meet all performance standards set for servicing carriers and demonstrate on a continuing basis that it is complying with those performance standards.

Servicing carriers must initiate procedures required to comply with provision of Florida Statutes or regulatory authorities.

A. **New Applications**

1. Servicing carriers may provide producers with the capability to submit applications electronically. If that capability it provided, the servicing carrier shall be responsible for
   a. assuring the validity of any and all required signatures, and



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b. securing receipt of the applicable premium in accordance with Rule 4.

2. Servicing carriers shall establish procedures to determine if an application has been received within 10 business days of being bound by the producer. If an application has not been received, the servicing carrier shall promptly contact the producer and request the submission. Electronic binding procedures are in Rule 3.

3. Applications received by servicing carriers that are not eligible for coverage in accordance with Rule 2 shall be terminated by giving 45 days' notice plus four days for mailing. Policies that provide property damage liability and personal injury protection shall be cancelled after day 60 of the effective date.

4. Applications received by servicing carriers without the required deposit premium shall be returned to the producer marked void. The servicing carrier shall notify the applicant by certified mail of the action taken. Applications and required deposit premiums received by the servicing carrier within 21 days of notice to the producer will be bound the date the application was originally electronically bound. Deposit premiums and applications received after day 21 of the notice to the producer will result in an effective date of a subsequent electronic binding transaction or date application is received by the servicing carrier.

5. Servicing carriers shall not return any insurance application without definite action. The application must ultimately (after additional or missing information is requested, if necessary) be accepted and a policy issued, rejected, or cancelled with proper legal notice (allowing four days for mailing time) in limited instances involving fraud, material misrepresentation, submission of invalid funds, or prior debt to the FAJUA, or voided if deemed appropriate under the circumstances.

**Note:** It is not the intent of the above requirement to prohibit servicing carriers from returning applications for missing information if a copy of the application is retained.

B. **Underwriting and Rating**

1. Servicing carriers shall

a. provide increased limits, when the insured or applicant is otherwise eligible for bodily injury and property damage liability limits or combined single limits of liability, adequate to comply with the provisions of the financial responsibility law of any state of the United States of America, its territories or possessions, Puerto Rico, or Canada, in which the motor vehicle is registered, garaged or regularly and frequently operated.

b. include a loss payable clause for the benefit of the lienholder if physical damage coverage is requested and the lienholder information given.

2. Servicing carriers must comply with Section 627.744, Florida Statutes, and Office of Insurance Regulation Rule 4-167.004 relating to mandatory pre-insurance inspections.

3. Servicing carriers must confirm the driving record(s) of the applicant, named insured, residents of the named insured's household, and any other person who usually operates the motor vehicle, at inception and annually thereafter through motor vehicle reports. The servicing carrier must also verify the classifications and territories by criteria prescribed in the Manual of Rules and Rates.

4. Servicing carriers must obtain approximately three-years' driving experience on all operators. Youthful operators who have obtained a license during the prior three years will be the exception. If driving records are not available, the file must be documented showing at least two attempts to obtain the required records. Additionally, applications or endorsements that indicate that the named insured, applicant, operator, or anyone who may be driving the vehicle does not drive, has no license, or similar statements must be carefully reviewed using good business judgment to develop driving records for applicable surcharges.

5. Servicing carriers must develop points for at-fault accidents using motor vehicle records, servicing carrier claim records, and qualified claim reporting services.

6. Servicing carriers shall input into their systems data for rate changes for new business within 30 calendar days after receipt of the changes from the FAJUA's ratemaking vendor so they may be implemented by the effective date approved by the Office of Insurance Regulation. Rates for renewal business shall be input within 45 days after receipt from the FAJUA's vendor so they may be implemented by the effective date approved by the Office of Insurance Regulation. Servicing carriers are reminded that commercial rates do NOT utilize relativity factors and commercial rates must therefore be updated upon revision.

7. Servicing carriers will adhere to the FAJUA Class Check/Audit Guidelines provided by the FAJUA.

C. **Financial Responsibility Filings**

Servicing carriers shall

1. make financial responsibility filing(s) and issue certificate(s) of insurance to (1) state and federal regulatory authorities at eligible limits of liability, within 5 business days of receipt of the request provided all necessary information is received, and (2) to other parties within 10 business days, and

2. make an operator financial responsibility filing for a relative resident in the same household as the named insured if: (a) the operator does not own a motor vehicle, (b) the operator is listed as a driver on the policy, and (c ) is otherwise eligible under FAJUA rules.

D. **Insurance Identification Cards**

Florida Automobile Insurance Identification Cards shall be provided to insureds in accordance with Sections 316.646 and 627.4143, Florida Statutes. Cards shall show the name of the Florida Automobile Joint Underwriting Association Serviced By: (name of servicing carrier), the name and telephone number of the producer, and other information as required.



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## GENERAL RULES

E. **Requests for Additional Information**

The servicing carrier must

1. date all requests for additional information to the producer and/or insured.
2. give the producer and/or insured no more than 14 calendar days from the date of the request for additional information to respond.
3. reinstate policies if all the requested information is received prior to the cancellation effective date.

F. **Policy Issuance**

1. Servicing carriers must issue and forward the policy to the applicant or the producer within 21 days of receipt of the completed application, deposit, and underwriting documents. Commercial policies affording coverages in addition to personal injury protection and property damage liability must be issued within 28 days of receipt of the completed application, deposit, and underwriting documents. Any statutory filings must be made within the time required (ie, SR-22, SR-22s and FR-44 filings within five working days). The policy must be sent to the applicant, with a copy to the producer.
2. Servicing carriers will provide every personal auto policyholder with a copy of the Personal Auto Policy Outline as required by Section 627.4143, Florida Statutes.
3. A six months noncancelable policy will be issued to a qualified applicant when an application accompanied by supporting documentation and the required premium is received. Refer to Florida Statute 627.7275 for additional criteria regarding this type of risk.
4. Servicing carriers must retain dead policy records for at least three years plus the current year.

G. **Policyholder Service**

Servicing carriers must

1. have the ability to carry out all policy transactions on a punctual day-to-day basis as required by the applicable provisions of the FAJUA Operating Principles, Manual of Rules and Rates and Accounting and Statistical Requirements Manual.
2. have the ability to carry out all necessary accounting procedures as outlined by the Rules of Practice and the Accounting and Statistical Requirements Manual. These accounting procedures, if applicable, will include, but not be limited to
   a. billing and collection, and
   b. commission payments and statements to producers.

H. **Renewals**

Renewal quotes must be provided to policyholders at least 45 days prior to the renewal effective date. Declaration sets or renewal offers for FAJUA policies must be prepared and mailed at least 45 days prior to the renewal effective date. The payment notification that is part of the renewal offer package is to have as the payment due date the day prior to the renewal effective date. When the renewal payment is received as required, the renewal policy shall be issued and mailed no later than 21 days after the renewal effective date.

The servicing carrier must provide policyholder messages with or on all renewal notices to all insureds informing them that if they have had no accidents or violations in the last three years, they may be eligible to secure auto insurance at a lower cost from a source other than the FAJUA.

I. **Endorsements**

1. Servicing carriers shall not return an endorsement request without definite action. The policy change request must ultimately (after additional information or missing information is requested, if necessary) be accepted and an endorsement issued or rejected, or the policy cancelled with proper legal notice (allowing four days for mailing time) in limited instances involving fraud, material misrepresentation, submission of invalid funds, or prior debt to the FAJUA, or voided if deemed appropriate under the circumstances.
2. The servicing carrier will handle endorsement requests and issue endorsement change notices and related billing/refund checks, on a punctual day-to-day basis with a maximum issuance time not to exceed 30 days after the date of receipt by the servicing carrier. Endorsements resulting in an additional premium or a return premium shall be processed in accordance with Rule 4.C. Invoices for additional premium must be issued within 4 days of the date the endorsement is issued.
3. If an endorsement results in a return premium and no additional premium is due, the servicing carrier will issue a check for the gross amount of premium refund due. The check may be payable to the named insured or, if applicable, the premium finance company. Payment to the premium finance company requires evidence of signed contract in the named insured's file.

J. **Communication**

The servicing carrier is responsible for maintaining a line of communication for producer use when they have questions concerning the risks they are placing with the FAJUA. Such inquiries shall include premium remittances and commissions.

Servicing carriers must provide a copy of all bulletins, newsletters, and announcements, or other similar FAJUA related correspondence they release or provide to producers to the FAJUA Management Office.

K. **Producer Appointments and Compensation**

1. Servicing carriers must have the ability to properly identify producers appointed to their company and make reports by producer to the FAJUA for their analysis.
2. Servicing carriers shall verify that the producer has complied with Section 627.4085, Florida Statutes. The statute requires that the application legibly show the name and license identification number of the producer as shown on the producer's license issued by the Florida Office of Insurance Regulation.
3. Servicing carriers shall verify that applications are signed by producers who have current contracts



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with the FAJUA. Those producers who submit an application without a contract will not be paid commission for the application and the application (policy) may be cancelled by giving 45 days' notice plus four days for mailing. A notice of cancellation for policies that provided property damage liability and personal injury protection shall be mailed no later than 10 business days after receipt of the application by the servicing carrier.

4. Servicing carriers shall pay commissions of zero percent for business submitted by a producer without a current servicing carrier assignment. Should the producer be assigned to a servicing carrier within 10 days of receipt of the application, the commission rate shall be as provided in Rule 9. Should the producer not seek assignment to a servicing carrier within 10 days of receipt of the application, the application may be assigned to a producer from another agency with a current assignment to the servicing carrier.

5. Servicing carriers shall within five business days of the effective date of producer termination for cause, request the return of all applications, forms, and supplies provided to producers assigned to it who were terminated for cause.

6. Biennially, producers may elect to change servicing carriers. In the event a producer changes servicing carrier, servicing carriers shall provide data from their claims files when requested from the succeeding servicing carrier sufficient to rate and issue the policy. Claims information on closed and open claims shall be provided.

L. **Reporting to the Department of Highway Safety and Motor Vehicles**

Servicing carriers shall

1. report the renewal, cancellation, or nonrenewal of all policies providing personal injury protection and property damage liability to the Department of Highway Safety and Motor Vehicles within 45 days from the effective date of the renewal, cancellation, or nonrenewal. New policies issued to a named insured who has not been issued a policy by the servicing carrier during the calendar year shall report the issuance of the new policy to the Department of Highway Safety and Motor Vehicles within 30 days. Reports to the Department must be made in the manner specified in the Procedures Manual for Implementation of the Motor Vehicle Reform Act of 1988, effective April 1, 1989 as amended.

2. notify the named insured in writing, where any policy providing personal injury protection and property damage liability has been issued, that any cancellation or nonrenewal of the policy will be reported by the servicing carrier to the Department of Highway Safety and Motor Vehicles. Additionally, the notice shall indicate that failing to maintain personal injury protection and property damage liability insurance on a motor vehicle when required by law may result in the loss of registration and driving privileges in Florida. The notice must also inform the named insured of the amount of the reinstatement fees required by Section 627.733 of the Florida Statutes.

M. **Depopulation Incentive Programs**

Servicing carriers must have the necessary internal procedures to properly and effectively operate the Depopulation Incentive Programs described in Section 3, Part I of the Operating Principles.

N. **Accounting/Statistical and Results Reporting**

1. Servicing carriers must

   a. have the ability to collect the data necessary to disburse payments to vendors and producers and have the ability to store this data and report same to the Internal Revenue Service as required.

   b. must generate the statistical and accounting information in the report format required.

2. The required content and format of these reports are in the rules and specifications established by the Manual of Rules and Rates and the Accounting and Statistical Requirements Manual.

3. As the FAJUA's fiscal year ends on September 30, servicing carrier data and reports must be prepared on a basis which recognizes September 30 as the end of the fiscal year.

O. **Claims Handling**

Servicing carriers shall provide policyholders and producers with information on how and where to report claims.

1. Service Standards

   a. Investigation of claims shall be completed within 30 calendar days or the file documented as to why it was not. Any questionable coverage issues are to be resolved within 30 days or the file documented as to why they were not.

   b. Servicing carriers shall advise insureds or claimants of the acceptance or denial of a claim within 30 calendar days. If additional time is needed to determine acceptance or denial of the claim, the servicing carrier must communicate to the insureds or claimants in writing the reason(s) for the delay and what additional documentation or information is needed.

   c. Servicing carriers must acknowledge all claims communications with 15 calendar days of receipt.

   d. Payments are to be made within 20 calendar days after terms of settlement are agreed on. Servicing carriers must close any reserves within 30 days of the issuance of the final settlement payment.

   e. Servicing carriers shall report the following to the National Insurance Crime Bureau within two business days following notice of a claim

      (1) total theft losses, and

      (2) total physical damage losses on vehicles less than six years old.

   f. All first and third party losses involving salvage shall be handled on a prompt day-to-day basis to mitigate additional expenses, such as storage and towing charges.



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g. Claim files, if applicable, shall contain documentation of pursuit of subrogation. If a servicing carrier pays a physical damage claim that is subject to a deductible and is pursuing its subrogation claim, the servicing carrier shall notify the insured within 120 days after the claim payment is made. Should the servicing carrier elect not to pursue its subrogation claim, it must notify the insured in writing within 60 days of the claim payment.

h. Claim files shall contain documentation sufficient to support payment or denial of all claims. The file shall contain an initial summary of the claim to the supervisor within 30 calendar days of the first report, and follow up reports not less frequently than every 90 calendar days.

2. The servicing carrier shall comply with additional performance standards set forth in the FAJUA Claim Guidelines.

P. **Use of Third Party Vendors**

Servicing carriers that use third party vendors to process FAJUA business or accounting transactions shall receive a service auditor's report as defined in Statement on Auditing Standards Number 70 based upon the conduct of an annual independent review of the vendor's system of internal control. The service auditor's report shall not contain any overall unfavorable conclusions regarding the adequacy of the third party vendor's systems of internal controls. The servicing carrier will be required to provide a copy of the service auditor's report to the General Manager of the FAJUA within 10 days of its receipt by the servicing carrier. Additionally, the servicing carrier will provide to the General Manager, within 45 days of receipt of the service auditor's report, a written response to any individual comments indicating weaknesses within the third party vendor's system of internal controls. The response shall indicate what controls are in place at the servicing carrier to mitigate the effects of the identified weakness at the third party vendor. Should the servicing carrier fail to provide a service auditor's report for any of its vendors, FAJUA may cause such an audit to be made and at the expense of the servicing carrier.

## Rule 24. ADDITIONAL CHARGES

A. An additional charge for all risks shall be made on the basis of the total number of points accumulated under paragraphs B.1 and 2 during the three-year period immediately preceding the effective date of the new or renewal policy and paragraph B.3 during the 18-month or 36-month period immediately preceding the effective date of the new or renewal policy. The date of conviction shall be used to determine whether it falls within the 18-month or 36-month period for point charges.

The date of the accident shall be used to determine whether it falls within the 36-month period for point charges.

Points shall be assigned on a cumulative basis for each accident and for each conviction involving the applicant or named insured and any other person who usually operates the motor vehicle.

The additional charges are applicable to bodily injury, property damage, personal injury protection, medical payments, and collision coverages.

B. **Points Assignable for Accidents and Convictions**

1. Accidents

Two points shall be assigned for each automobile accident resulting in bodily injury or death, or in damage to property if the insurer's file contains information from which the insurer in good faith determines that the insured was substantially at fault.

EXCEPTIONS: Points shall not be assigned under this subsection for involvement in one or more of the accidents provided the operator involved was

a. lawfully parked, or

b. reimbursed by, or on behalf of, a person responsible for the accident or has judgment against such person, or

c. struck in the rear by another vehicle headed in the same direction, and was not convicted of a moving traffic violation in connection with the accident, or

d. hit by a hit-and-run driver if the accident is reported to the proper authorities within 24 hours after discovering the accident, or

e. not convicted of a moving traffic violation in connection with the accident, but the operator of the other automobile involved in such accident was convicted of a moving traffic violation, or

f. finally adjudicated not to be liable by a court of competent jurisdiction, or

g. in receipt of a traffic citation which was dismissed or nolle prossed, or

h. not at fault, as evidenced by a written statement from the insured establishing facts demonstrating lack of fault, which are not rebutted by information in the insurer's file from which the insurer in good faith determines that the insured was substantially at fault, or

i. accidents involving damage by contact with animals or fowl, or

j. accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects, or

with respect to policies providing coverage for a personal motor vehicle

k. was acting as a crew member or operating the vehicle or train as a public conveyance on fixed rails, or

l. was operating a motor vehicle as a part of his employment for any local transit system, or as a part of his employment as a bus operator for any nonpublic section bus company or as a law enforcement officer or firefighter.

2. Convictions

a. **Six points** shall be assigned for each of the following convictions:

(1) Driving a motor vehicle while under influence of intoxicating liquor or narcotic drugs



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(2) Driving with an unlawful blood alcohol level

(3) Failing to stop and report when in an accident resulting in bodily injury or death, or in damage to property

(4) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle

(5) Fleeing or attempting to elude a police officer arising out of the operation of a motor vehicle

b. **Three points** shall be assigned for each of the following convictions:

(1) Reckless driving of a motor vehicle

(2) Making false accident report

(3) Willfully failing or refusing to comply with any lawful order or direction of any police officer or member of the fire department at the scene of a fire

(4) Obstructing an officer in violation of Statute 316.545(1)

c. **Two points** shall be assigned for each occurrence of the following conviction: exceeding the lawful speed limit by more than 15 miles per hour.

3. Additional Convictions

a. In addition to points assignable under subparagraphs B.1 and 2 above, **one point** shall be assigned for the second conviction committed by the same person and one point shall be assigned for each subsequent conviction of any traffic offense listed in paragraph B.3.c committed by the same person within an 18-month period immediately preceding the effective date of the new or renewal policy, or

b. **Two points** shall be assigned for the third conviction and one point shall be assigned for each subsequent conviction of any traffic offense listed in paragraph B.3.c committed by the same person within a 36-month period immediately preceding the effective date of the new or renewal policy.

**Note:** Subparagraph B.3.a or B.3.b applies, whichever generates more points.

c. Traffic Offenses

careless or improper driving
crossing private property to avoid a traffic light
defective equipment—brakes
disobeying emergency vehicle regulations
driving in wrong direction in rotary intersection
driving on shoulder, ditch, sidewalk
driving while disabled
driving without lights
driving on wrong side of road
driving wrong way on one way street
driving too fast for conditions
exceeding lawful speed limit by 15 MPH or less (except if such conviction was for speeding over 55 but less than 70 MPH and occurred on a four-lane road divided by a median at least 20 feet wide not in a business or residential district or on an interstate highway)
failure to have vehicle under control
failure to keep in proper lane
failure to obey traffic intersection sign or device
failure to observe safety zone
failure to observe stop sign
failure to signal for direction or slowing
failure to stop—inoperative traffic signal
failure to yield
following too closely
giving wrong signal
improper backing
improper enter/exit trafficway
improper lane changing
improper passing
improper start
improper turning
obstructing traffic
passing stopped school bus
racing on a public trafficway
special hazard—failure to use due care
violation of restriction
any moving traffic violation that a state assigns driving points for and the violation is not specifically listed above

**Note:** Driving while disabled shall mean no person physically or mentally disabled or incapacitated, temporarily or permanently, shall drive a motor vehicle upon the streets or highways, if such disability or incapacity is such as to interfere with the ready and safe operation of the vehicle.

C. **Point Value Additional Charges**

Additional charges for points shall be made on the basis of the following:

1 penalty point .....10%
2 penalty points.....15%
3 penalty points.....20%
4 penalty points.....50%
5 penalty points.....75%
6 penalty points.....100%
7 penalty points.....150%

Add 10% for each additional point over 7.

NOTE 1: Assign all points for all operators on a cumulative basis.

NOTE 2: For the same incident involving more than one conviction, assign only the point value for the conviction with the highest point value.

NOTE 3: Points applicable for a multicar risk would be applied to the highest rated motor vehicle subject to a maximum surcharge of 200%, then the next highest rated vehicle(s) in succession. (The remainder of the additional charges, if greater than 200%, shall be applied to the remaining vehicle.)

NOTE 4: For private passenger automobiles rated and classified in the Private Passenger Section of this Manual, irrespective of the classification of the automobile, additional charges under this section shall be determined by applying the proper percentage to the otherwise applicable total limits



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Class 1A premium for the appropriate rating territory.

NOTE 5: For named nonowner risks written under Rule 73, additional charges under this Rule shall be determined by applying the proper percentage to the total limits Class 1A premium determined in accordance with paragraphs B.1 through B.8 of Rule 73.

NOTE 6: For garage risks, except automobile service operations or trailer sales risks written under Rule 60 paragraph C, the premium shall be increased by applying the appropriate surcharge to the total limits Private Passenger Class 3 rate applicable in the territory where the garage is located, and if points exceed maximum, successively to further Private Passenger Class 3 rates.

NOTE 7: For all other risks other than those referred to in NOTES 4, 5, and 6 above, and those risks written under Rule 60, paragraph C and Rule 76, the additional charges under this Rule shall be determined by applying the proper percentage to the total policy premium.

For risks written under Rule 75, apply the proper percentage to the total policy premium for primary coverage.

★ ✣

NOTE 8: **Two points** shall be charged for each operator for whom the servicing carrier is unable to obtain a current motor vehicle report showing driving experience for the last three years. However, if the servicing carrier is provided with a copy of the most current motor vehicle record, showing driving experience for the past three years from one of the 50 states of the United States of America the two point charge shall be removed. This charge does not apply to applicants or drivers who are youthful operators with a Florida learner's permit, classified in Rule 35, and who have provided driver's license information for a parent, guardian, or other responsible adult 21 years of age or older who is qualified by Florida statute to accompany the driver with the learner's permit at the time of application.

Youthful operators who are applicants or drivers that

a. had a Florida learner's permit; and

b. have obtained a Florida driver's license within the past two years

are not subject to this charge.

D. ★Additional charges generated under this Rule are not applicable to experience rated risks (Rule 26), risks written under Rule 60, paragraph C, or Rule 76.✣

## Rule 25. PERSONAL INJURY PROTECTION RATING OPTIONS

A. Rates per vehicle, or per rating unit for garage dealer risks, appear on rate schedules.

B. **Deductible Insurance**

Deductibles are available in amounts of $250, $500, and $1,000. A named insured who is a natural person may elect one of the above deductibles or the exclusion of work loss benefits to apply to the named insured alone or to the named insured and dependent relatives residing in the same household, but may not elect a deductible or the exclusion of work loss benefits to apply to any other person covered under the policy. The deductible does not apply to any funeral, burial, or cremation benefits.

Multiply the personal injury protection rate shown on the rate schedule by the following factors for the appropriate deductible amount elected by the insured:

1. Named Insured Only

| Deductible Amount | Buses | All Other Risks |
|---|---|---|
| $ 250 | .992 | .960 |
| 500 | .989 | .920 |
| 1,000 | .987 | .890 |

2. Named Insured and Each Dependent Resident Relative

| Deductible Amount | Buses | All Other Risks |
|---|---|---|
| $ 250 | .986 | .910 |
| 500 | .981 | .820 |
| 1,000 | .975 | .730 |

C. **Work Loss Benefits**

1. At the election of the named insured, benefits for work loss may be excluded for personal injury protection.

Multiply the personal injury protection rate shown in the Private Passenger Auto Rate Chapter by the following factors:

| | |
|---|---|
| Named Insured Only | .95 |
| Named Insured and Dependent Resident Relatives | .90 |

2. If the named insured elects both the deductible and work loss option, determine the premium by (1) multiplying the personal injury protection rate on the rate schedule by the applicable deductible factor in B.1 or B.2 and (2) reducing the rate determined above by the applicable percentage shown in C.1.

D. **Extended Personal Injury Protection—Not Available**

E. **Additional Personal Injury Protection—Not Available**

F. **Broadened Personal Injury Protection—Named Individuals**

1. An individual who regularly uses the insured auto may be provided personal injury protection by naming the individual as a named insured. Charge an additional premium of $2 for each named individual.



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2. Attach the Named Individuals—Broadened Personal Injury Protection Coverage endorsement to a Commercial Auto Coverage Form.

   **Note:** The premiums shall not be subject to modification under the provision of any rating plan or other Manual Rule.

G. **Risks Whose Employees Are Covered by Workers' Compensation Insurance**

For risks whose employees are covered under a workers' compensation policy affording coverage for Florida operations, the personal injury protection premium shall be reduced by an amount equal to 25% of the otherwise applicable personal injury protection rate. (This rule does not apply to risks classified in the Public Transportation Section, Service Stations and Parking Facilities Section, Nonowned Automobile Section, or Special Types Section.)

**Note:** If more than one rating credit applies under this Rule, the applicable percentage credits should be added together prior to multiplying by the otherwise applicable PIP rate.

## Rule 26. EXPERIENCE RATING PLAN

**★Bodily Injury and Property Damage Liability Coverage Only**

This Rule develops a premium credit (reduction) or a premium debit (increase) based on the loss experience of the insured during the experience period specified in paragraph B.

A. **Eligibility**

1. Experience rating is mandatory for insureds that meet all of the following criteria:

   a. The loss experience for the experience period can be obtained from the company that issued the policy(ies) for that period.

   b. The insured has liability coverage at limits of $100,000 combined single limit (CSL) or higher.

   c. The insured develops a credibility factor of at least 0.07 from the tables contained in this Rule.

      Determine the credibility factor as follows:

      (1) Determine the detrended premium according to paragraph C.1.

      (2) Refer to the Credibility and Maximum Single Loss Table to determine the credibility factor corresponding to the detrended premium for the experience period.

2. An insured is **not** eligible for experience rating if any of the following apply:

   a. The insured was self-insured during the experience period.

   b. All policies included in the experience period were written at liability limits of less than $100,000 CSL.

   c. All policies included in the experience period were written with a deductible, self-insured retention, or similar type plan, applicable to the liability coverage.

B. **Experience Period**

1. The experience period includes all of the following, if available:

   a. The policy ending 12 months prior to the current policy (latest full policy year)

   b. The policy ending 24 months prior to the current policy (second latest full policy year)

   c. The policy ending 36 months prior to the current policy (third latest full policy year)

2. If three years of loss experience is not available or is excluded by paragraph 5, use at least one full year of losses.

3. Use no more than three years of loss experience.

4. Use only full policy years.

5. Do not use policy years during which the insured had liability coverage at limits less than $100,000 CSL or were written with a deductible, self-insured retention, or similar type plan, applicable to the liability coverage.

C. **Determination of Experience Modification**

1. Premium

   Determine the detrended premium as follows for the policy years included in the experience period:

   a. Determine the current annual manual $100,000 CSL liability premium by multiplying the sum of the $10,000/20,000 bodily injury and $10,000 property damage specified auto, hired auto, and nonowned auto liability premiums by the appropriate $100,000 CSL increased limit factor below. Use the headquarters location of the insured to determine the premium for hired and nonowned auto liability exposures.

**Private Passenger**

| Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|
| 2.14 | 1.63 |

**Light and Medium Trucks**

| Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|
| 1.79 | 1.59 |

**Heavy Trucks and Truck-Tractors**

| Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|
| 1.80 | 1.61 |

**Extra Heavy Trucks and Truck-Tractors**

| Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|
| 1.82 | 1.66 |



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**Zone Rated Risks**

| Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|
| 1.81 | 1.81 |

**All Other Risks**

| Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|
| 1.85 | 1.63 |

b. Multiply the premium determined in paragraph a above by the following detrend factors to determine the detrended premium for each policy in the experience period:

| Latest Full Policy Year | Second Latest Full Policy Year | Third Latest Full Policy Year |
|---|---|---|
| .952 | .929 | .906 |

c. If the actual exposures of the insured have been subject to a dramatic change during or since the experience period due to known factors other than inflation, apply the following procedure to determine the premium.

(1) Determine the current annual manual $100,000 CSL liability premium for the actual historical exposures for each policy of the experience period.

(2) Multiply the premium determined in paragraph c.(1) above by the detrend factors in paragraph b to determine the detrended premium for each policy in the experience period.

d. Add the detrended premium for all policy years included in the experience period to determine the total detrended premium.

2. Losses

a. Determine the Adjusted Expected Loss Ratio from the Credibility and Maximum Single Loss Table for the total of the detrended premium developed above.

b. Multiply the detrended premium for each year by the Adjusted Expected Loss Ratio determined in paragraph a to determine the expected losses.

c. Multiply the expected losses determined in paragraph b by the following loss development factors:

| $100,000 CSL | Latest Full Policy Year | Second Latest Full Policy Year | Third Latest Full Policy Year |
|---|---|---|---|
| Garages | .227 | .053 | .029 |
| Zone Rated | .227 | .053 | .029 |
| All Others | .227 | .053 | .029 |

d. Determine the paid and outstanding losses (including allocated claim expense) for the policy years included in the experience period.

(1) Limit the indemnity amount to $100,000 CSL for any one occurrence.

(2) Limit the sum of the indemnity and allocated claim expense resulting from any single occurrence to the maximum single loss specified in the Credibility and Maximum Single Loss Table for the total of the detrended premium developed above.

e. Determine the total adjusted losses by adding the results of paragraphs c and d.

3. Actual Loss Ratio

Determine the Actual Loss Ratio by dividing the total adjusted losses determined in paragraph C.2 by the detrended premium determined in paragraph C.1.

4. Experience Modification

a. If the Actual Loss Ratio is less than the Adjusted Expected Loss Ratio, the experience modification is a credit. Determine as follows:

$$\left(\frac{\text{Adjusted Expected Loss Ratio} - \text{Actual Loss Ratio}}{\text{Adjusted Expected Loss Ratio}}\right) \text{X Credibility} = \text{Experience Modification}$$

Determine the experience rating factor by subtracting the credit from 1.00.

b. If the Actual Loss Ratio is greater than the Adjusted Expected Loss Ratio, the experience modification is a debit. Determine as follows:

$$\left(\frac{\text{Actual Loss Ratio} - \text{Adjusted Expected Loss Ratio}}{\text{Adjusted Expected Loss Ratio}}\right) \text{X Credibility} = \text{Experience Modification}$$

Determine the experience rating factor by adding the debit to 1.00.

D. **Application**

1. Apply the experience rating factor to the liability premium.

2. Apply the experience modification at policy inception or renewal.

3. Do not apply the experience modification midterm.

E. Refer to the rating example and worksheet at the end of this Chapter.



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## AUTO LIABILITY EXPERIENCE RATING
## CREDIBILITY AND MAXIMUM SINGLE LOSS TABLE

| Premium | | Credibility | Adjusted Expected Loss Ratio | | Maximum Single Loss | |
|---|---|---|---|---|---|---|
| | | | Zone Rated | All Others | Zone Rated | All Others |
| $ 10,101– | 14,287 | 0.03 | 0.549 | 0.519 | $55,500 | $52,400 |
| 14,288– | 18,560 | 0.04 | 0.564 | 0.539 | 60,450 | 57,750 |
| 18,561– | 22,925 | 0.05 | 0.574 | 0.552 | 63,900 | 61,450 |
| 22,926– | 27,383 | 0.06 | 0.581 | 0.561 | 66,550 | 64,350 |
| 27,384– | 31,938 | 0.07 | 0.586 | 0.569 | 68,800 | 66,800 |
| 31,939– | 36,591 | 0.08 | 0.591 | 0.576 | 70,750 | 69,000 |
| 36,592– | 41,348 | 0.09 | 0.595 | 0.582 | 72,550 | 70,950 |
| 41,349– | 46,211 | 0.10 | 0.599 | 0.587 | 74,250 | 72,850 |
| 46,212– | 51,184 | 0.11 | 0.602 | 0.592 | 75,850 | 74,600 |
| 51,185– | 56,271 | 0.12 | 0.606 | 0.596 | 77,450 | 76,350 |
| 56,272– | 61,475 | 0.13 | 0.608 | 0.601 | 79,000 | 78,050 |
| 61,476– | 66,801 | 0.14 | 0.611 | 0.606 | 80,550 | 79,750 |
| 66,802– | 72,254 | 0.15 | 0.614 | 0.609 | 82,050 | 81,400 |
| 72,255– | 77,835 | 0.16 | 0.617 | 0.613 | 83,600 | 83,050 |
| 77,836– | 83,555 | 0.17 | 0.620 | 0.617 | 85,100 | 84,750 |
| 83,556– | 89,413 | 0.18 | 0.623 | 0.620 | 86,650 | 86,400 |
| 89,414– | 95,416 | 0.19 | 0.625 | 0.624 | 88,200 | 88,100 |
| 95,417– | 101,572 | 0.20 | 0.627 | 0.627 | 89,800 | 89,800 |
| 101,573– | 107,882 | 0.21 | 0.630 | 0.631 | 91,400 | 91,550 |
| 107,883– | 114,357 | 0.22 | 0.632 | 0.635 | 93,000 | 93,300 |
| 114,358– | 121,001 | 0.23 | 0.635 | 0.637 | 94,650 | 95,050 |
| 121,002– | 127,821 | 0.24 | 0.637 | 0.640 | 96,300 | 96,850 |
| 127,822– | 134,824 | 0.25 | 0.639 | 0.644 | 98,050 | 98,700 |
| 134,825– | 142,018 | 0.26 | 0.642 | 0.646 | 99,750 | 100,550 |
| 142,019– | 149,410 | 0.27 | 0.644 | 0.649 | 101,550 | 102,450 |
| 149,411– | 157,009 | 0.28 | 0.646 | 0.652 | 103,350 | 104,350 |
| 157,010– | 164,823 | 0.29 | 0.648 | 0.654 | 105,250 | 106,300 |
| 164,824– | 172,862 | 0.30 | 0.650 | 0.657 | 107,100 | 108,300 |
| 172,863– | 181,136 | 0.31 | 0.652 | 0.660 | 109,050 | 110,350 |
| 181,137– | 189,655 | 0.32 | 0.654 | 0.662 | 111,050 | 112,400 |
| 189,656– | 198,430 | 0.33 | 0.656 | 0.664 | 113,100 | 114,550 |
| 198,431– | 207,474 | 0.34 | 0.658 | 0.666 | 115,200 | 116,700 |
| 207,475– | 216,797 | 0.35 | 0.660 | 0.668 | 117,350 | 118,900 |
| 216,798– | 226,414 | 0.36 | 0.661 | 0.670 | 119,550 | 121,200 |
| 226,415– | 236,340 | 0.37 | 0.663 | 0.673 | 121,800 | 123,500 |
| 236,341– | 246,587 | 0.38 | 0.666 | 0.675 | 124,100 | 125,900 |
| 246,588– | 257,174 | 0.39 | 0.667 | 0.677 | 126,500 | 128,300 |
| 257,175– | 268,116 | 0.40 | 0.668 | 0.678 | 128,950 | 130,850 |
| 268,117– | 279,433 | 0.41 | 0.670 | 0.680 | 131,500 | 133,400 |
| 279,434– | 291,143 | 0.42 | 0.672 | 0.682 | 134,100 | 136,050 |
| 291,144– | 303,268 | 0.43 | 0.673 | 0.683 | 136,800 | 138,750 |
| 303,269– | 315,830 | 0.44 | 0.675 | 0.685 | 139,550 | 141,550 |
| 315,831– | 328,852 | 0.45 | 0.676 | 0.686 | 142,400 | 144,450 |
| 328,853– | 342,362 | 0.46 | 0.678 | 0.687 | 145,350 | 147,400 |
| 342,363– | 356,386 | 0.47 | 0.679 | 0.689 | 148,450 | 150,450 |
| 356,387– | 370,955 | 0.48 | 0.680 | 0.689 | 151,600 | 153,650 |
| 370,956– | 386,099 | 0.49 | 0.682 | 0.691 | 154,850 | 156,900 |
| 386,100– | 401,858 | 0.50 | 0.683 | 0.692 | 158,250 | 160,300 |
| 401,859– | 418,265 | 0.51 | 0.685 | 0.693 | 161,750 | 163,800 |
| 418,266– | 435,363 | 0.52 | 0.685 | 0.694 | 165,400 | 167,450 |



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**GENERAL RULES**

## AUTO LIABILITY EXPERIENCE RATING
## CREDIBILITY AND MAXIMUM SINGLE LOSS TABLE

| Premium | | Credibility | Adjusted Expected Loss Ratio | | Maximum Single Loss | |
|---|---|---|---|---|---|---|
| | | | Zone Rated | All Others | Zone Rated | All Others |
| $ 435,364– | 453,197 | 0.53 | 0.687 | 0.694 | $ 169,200 | $ 171,200 |
| 453,198– | 471,814 | 0.54 | 0.688 | 0.696 | 173,150 | 175,150 |
| 471,815– | 491,268 | 0.55 | 0.689 | 0.697 | 177,250 | 179,200 |
| 491,269– | 511,617 | 0.56 | 0.689 | 0.697 | 181,550 | 183,450 |
| 511,618– | 532,923 | 0.57 | 0.691 | 0.698 | 186,000 | 187,900 |
| 532,924– | 555,257 | 0.58 | 0.692 | 0.699 | 190,650 | 192,550 |
| 555,258– | 578,694 | 0.59 | 0.692 | 0.699 | 195,550 | 197,350 |
| 578,695– | 603,315 | 0.60 | 0.694 | 0.699 | 200,650 | 202,450 |
| 603,316– | 629,217 | 0.61 | 0.694 | 0.700 | 206,000 | 207,750 |
| 629,218– | 656,501 | 0.62 | 0.695 | 0.701 | 211,600 | 213,300 |
| 656,502– | 685,278 | 0.63 | 0.696 | 0.701 | 217,500 | 219,150 |
| 685,279– | 715,678 | 0.64 | 0.697 | 0.701 | 223,750 | 225,300 |
| 715,679– | 747,840 | 0.65 | 0.697 | 0.702 | 230,300 | 231,800 |
| 747,841– | 781,922 | 0.66 | 0.698 | 0.702 | 237,200 | 238,700 |
| 781,923– | 818,101 | 0.67 | 0.699 | 0.702 | 244,500 | 245,950 |
| 818,102– | 856,577 | 0.68 | 0.699 | 0.703 | 252,300 | 253,650 |
| 856,578– | 897,576 | 0.69 | 0.699 | 0.703 | 260,500 | 261,850 |
| 897,577– | 941,355 | 0.70 | 0.700 | 0.704 | 269,300 | 270,550 |
| 941,356– | 988,206 | 0.71 | 0.701 | 0.704 | 278,600 | 279,800 |
| 988,207– | 1,038,465 | 0.72 | 0.701 | 0.704 | 288,600 | 289,750 |
| 1,038,466– | 1,092,516 | 0.73 | 0.701 | 0.704 | 299,300 | 300,400 |
| 1,092,517– | 1,150,807 | 0.74 | 0.701 | 0.704 | 310,800 | 311,800 |
| 1,150,808– | 1,213,857 | 0.75 | 0.702 | 0.704 | 323,200 | 324,150 |
| 1,213,858– | 1,282,272 | 0.76 | 0.702 | 0.704 | 336,550 | 337,450 |
| 1,282,273– | 1,356,769 | 0.77 | 0.703 | 0.704 | 351,050 | 351,900 |
| 1,356,770– | 1,438,194 | 0.78 | 0.703 | 0.704 | 366,850 | 367,650 |
| 1,438,195– | 1,527,566 | 0.79 | 0.704 | 0.704 | 384,100 | 384,800 |
| 1,527,567– | 1,626,102 | 0.80 | 0.704 | 0.705 | 403,000 | 403,650 |
| 1,626,103– | 1,735,292 | 0.81 | 0.704 | 0.705 | 423,800 | 424,400 |
| 1,735,293– | 1,856,960 | 0.82 | 0.704 | 0.705 | 446,850 | 447,450 |
| 1,856,961– | 1,993,376 | 0.83 | 0.704 | 0.705 | 472,550 | 473,050 |
| 1,993,377– | 2,147,393 | 0.84 | 0.704 | 0.705 | 501,350 | 501,800 |
| 2,147,394– | 2,322,655 | 0.85 | 0.704 | 0.705 | 533,800 | 534,250 |
| 2,322,656– | 2,523,882 | 0.86 | 0.704 | 0.705 | 570,750 | 571,150 |
| 2,523,883– | 2,757,305 | 0.87 | 0.704 | 0.705 | 613,200 | 613,500 |
| 2,757,306– | 3,031,322 | 0.88 | 0.705 | 0.705 | 662,350 | 662,650 |
| 3,031,323– | 3,357,533 | 0.89 | 0.705 | 0.705 | 720,100 | 720,350 |
| 3,357,534– | 3,752,421 | 0.90 | 0.705 | 0.705 | 788,800 | 789,000 |
| 3,752,422– | 4,240,224 | 0.91 | 0.705 | 0.705 | 871,950 | 872,100 |
| 4,240,225– | 4,858,108 | 0.92 | 0.705 | 0.705 | 974,650 | 974,800 |
| 4,858,109– | 5,666,109 | 0.93 | 0.705 | 0.705 | 1,104,700 | 1,104,800 |
| 5,666,110– | 6,767,929 | 0.94 | 0.705 | 0.705 | 1,274,800 | 1,274,850 |
| 6,767,930– | 8,359,448 | 0.95 | 0.705 | 0.705 | 1,506,700 | 1,506,750 |
| 8,359,449– | 10,860,404 | 0.96 | 0.705 | 0.705 | 1,841,650 | 1,841,700 |
| 10,860,405– | 15,362,128 | 0.97 | 0.705 | 0.705 | 2,368,000 | 2,368,000 |
| 15,362,129– | 25,866,146 | 0.98 | 0.705 | 0.705 | 3,315,400 | 3,315,400 |
| 25,866,147– | 78,386,241 | 0.99 | 0.705 | 0.705 | 5,525,950 | 5,525,950 |
| 78,386,242 and over | | 1.00 | 0.705 | 0.705 | 16,578,700 | 16,578,700 |



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## Rule 27. POLLUTION LIABILITY

**Note:** This coverage is available only to those insureds subject to the Motor Carrier Act of 1980 or any similar or equivalent state filing requirement.

A. ★Coverage for bodily injury or property damage arising out of the discharge of pollutants that are being transported or towed by, loaded onto or unloaded from or (with the exception of certain fuels) stored, disposed of, or treated or processed in or upon a covered auto is excluded under the Business Auto Policy.

However, coverage for bodily injury, property damage or covered pollution cost or expense arising from the discharge of pollutants that are **neither** being transported or towed by, **nor** loaded onto or unloaded from or (with the exception of certain fuels) stored, disposed of, or treated or processed in or upon a covered auto is included under the Business Auto Policy.

B. **Pollution Liability—Broadened Coverage for Covered Autos**

Business Auto Policies shall be endorsed to delete that part of the pollution exclusion and the definition of covered pollution cost or expense, for bodily injury, property damage, and covered pollution cost or expense relating to discharge of pollutants which are in or upon, being transported or towed by, being loaded onto, or unloaded from a covered auto for risks which are subject to the Motor Carrier Act of 1980 or any similar or equivalent state financial responsibility filing requirement. This extension of coverage does not apply to liability assumed under any contract or agreement. Attach applicable endorsement.

C. **Premium Development**

1. Owned Autos

Charge an additional percentage of the otherwise applicable bodily injury and property damage premiums for each covered auto transporting any of the commodities described below:

| Commodities Transported | Charge |
|---|---|
| Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons.<br><br>Liquefied compressed gas or compressed gas.<br><br>Class A or B explosives.<br><br>Poison gas (Poison A).<br><br>Highway route controlled quantity radioactive materials as defined in 49 CFR 173.403. | 25% |
| Oil listed in 49 CFR 172.101.<br><br>Hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned above. | 10% |
| Nonhazardous property | 5% |

**Note:** Where more than one class of commodity is transported by a covered auto, apply to that auto the charge for the class of commodity transported which develops the highest premium.

2. Minimum Premium

All owned autos, except private passenger type autos, are subject to a minimum additional charge of 5% of the otherwise applicable bodily injury and property damage liability premiums.

3. Hired Autos

Charge an additional percentage of the otherwise applicable bodily injury and property damage hired auto premium. Such percentage is the highest one determined in accordance with 1 and 2 above for any covered auto. Where hired autos will transport more than one class of commodities, apply the charge for the class of commodity transported which develops the highest premium.✣

## Rule 28. ★WAIVER OF SUBROGATION

If the insured requests, in writing, a waiver(s) of subrogation to comply with contractual requirements, increase the bodily injury and/or property damage total policy premium by 3%.

Attach the applicable endorsement.✣

## Rule 29. RESERVED FOR FUTURE USE



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## EXPERIENCE RATING EXAMPLE

### EXPERIENCE USED

| | Latest Full Policy Year | Second Latest Full Policy Year | Third Latest Full Policy Year |
|---|---|---|---|
| | BI and PD | BI and PD | BI and PD |
| a. Current annual Manual $100,000 CSL premium | $98,250 | $98,250 | $98,250 |
| b. Detrend factors | .952 | .929 | .906 |
| c. Detrended premium (a x b) | $93,534 | $91,274 | $89,015 |
| d. Adjusted expected loss ratio† | .680 | .680 | .680 |
| e. Expected losses (c x d) | $63,603 | $62,066 | $60,530 |
| f. Loss development factor | .227 | .053 | .029 |
| g. Expected ultimate losses (e x f) | $14,438 | $3,289 | $1,755 |
| h. Losses (paid, outstanding, and allocated claim expense)* | $85,694 | $58,530 | $49,960 |
| i. Total adjusted losses (g + h) | $100,132 | $61,819 | $51,715 |

* For any one occurrence, limit the indemnity amount to $100,000 CSL; and limit the sum of the indemnity and allocated claim expense to the maximum single loss†.

### DETERMINATION OF EXPERIENCE MODIFICATION

| | Latest Full Policy Year | Second Latest Full Policy Year | Third Latest Full Policy Year | Total |
|---|---|---|---|---|
| (1) Detrended premium BI and PD (from c) | $93,534 | $91,274 | $89,015 | $273,823 |
| (2) Total adjusted losses BI and PD (from i) | $100,132 | $61,819 | $51,715 | $213,666 |
| (3) Actual loss ratio (2) ÷ (1) | | | | 0.78 |
| (4) Adjusted expected loss ratio† | | | | 0.680 |
| USE SIGNS – FOR CREDIT AND + FOR DEBIT | | | | |
| (5) Credit [(4) – (3)] ÷ (4) OR Debit [(3) – (4)] ÷ (4) | | | | +0.15 |
| (6) Credibility factor† | | | | 0.41 |
| (7) Experience modification (5) x (6) stated as a percentage | | | | +6.0% |
| (8) **Experience Modification Factor ((7) + 1.00)** | | | | 1.06 |

† Refer to the Credibility and Maximum Single Loss Table to determine the applicable adjusted expected loss ratio, maximum single loss, and credibility factor corresponding to the detrended premium determined in (1).



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## EXPERIENCE RATING WORKSHEET

### EXPERIENCE USED

| | Latest Full Policy Year | Second Latest Full Policy Year | Third Latest Full Policy Year |
|---|---|---|---|
| | BI and PD | BI and PD | BI and PD |
| a. Current annual Manual $100,000 CSL premium | | | |
| b. Detrend factors | | | |
| c. Detrended premium (a x b) | | | |
| d. Adjusted expected loss ratio† | | | |
| e. Expected losses (c x d) | | | |
| f. Loss development factor | | | |
| g. Expected ultimate losses (e x f) | | | |
| h. Losses (paid, outstanding, and allocated claim expense)* | | | |
| i. Total adjusted losses (g + h) | | | |

* For any one occurrence, limit the indemnity amount to $100,000 CSL; and limit the sum of the indemnity and allocated claim expense to the maximum single loss†.

### DETERMINATION OF EXPERIENCE MODIFICATION

| | Latest Full Policy Year | Second Latest Full Policy Year | Third Latest Full Policy Year | Total |
|---|---|---|---|---|
| (1) Detrended premium BI and PD (from c) | | | | |
| (2) Total adjusted losses BI and PD (from i) | | | | |
| (3) Actual loss ratio (2) ÷ (1) | | | | |
| (4) Adjusted expected loss ratio† | | | | |
| USE SIGNS – FOR CREDIT AND + FOR DEBIT | | | | |
| (5) Credit [(4) – (3)] ÷ (4) OR Debit [(3) – (4)] ÷ (4) | | | | |
| (6) Credibility factor† | | | | |
| (7) Experience modification (5) x (6) stated as a percentage | | | | % |
| (8) **Experience Modification Factor ((7) + 1.00)** | | | | |

† Refer to the Credibility and Maximum Single Loss Table to determine the applicable adjusted expected loss ratio, maximum single loss, and credibility factor corresponding to the detrended premium determined in (1).



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## PRIVATE PASSENGER SECTION



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## NOTES



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## Rule 30. GENERAL INFORMATION

A. The following subjects are covered in this Section:

1. Exceptions to the Rules of Practice—General Rules Section
2. Applicability of policy
3. Definitions
4. Premium discounts
5. Classifications
6. Premium development
7. Miscellaneous
8. Increased limits
9. Rates

B. The following rules apply to liability, no-fault, and physical damage unless otherwise noted.

## Rule 31. EXCEPTIONS TO THE RULES OF PRACTICE—GENERAL RULES SECTION

All rules apply.

## Rule 32. APPLICABILITY OF POLICY

A. A Personal Auto Policy will provide coverage for private passenger autos and motor vehicles classified as private passenger autos as defined in Rule 33, if

1. written on a specified auto basis; and
2. registered to an individual or to a married couple who are residents in the same household.

B. A Personal Auto Policy will provide coverage to private passenger autos that are owned jointly by two or more

1. relatives other than a married couple; or
2. resident individuals if
   a. written on a specified auto basis; and
   b. coverage is limited in accordance with the Miscellaneous Type Vehicle Endorsement.

C. A Personal Auto Policy will provide coverage to motor homes, motorcycles, or other similar type vehicles if

1. written on a specified vehicle basis;
2. owned by an individual, by a married couple who are residents of the same household, or by two or more resident relatives; and
3. coverage is limited in accordance with the Miscellaneous Type Vehicle Endorsement.

D. A Personal Auto Policy may provide coverage to a named individual who does not own an auto. The Named Nonowner Coverage Endorsement must be attached. See Rule 73.

E. Other private passenger autos shall be provided uniform coverage on a Business Auto Coverage Form or Garage Coverage Form, and rated Class 3—Business Use.

**Note:** All applicants eligible for a Personal Auto Policy shall be written on a PAP vs. a Commercial Auto Coverage Form.

## Rule 33. DEFINITIONS

A. **Private Passenger Automobile**

1. A private passenger auto is a four-wheel motor vehicle, of the private passenger or station wagon type, owned or leased under contract for a continuous period of at least six months; and
   a. not used as a public or livery conveyance of passengers and/or commodities; and/or
   b. not rented to others.
2. A motor vehicle that is a pickup or van shall be considered a private passenger auto, if it
   a. is not principally used in the occupation, profession, or business of the insured; and
   b. has a gross vehicle weight of less than 10,000 lbs.
3. A motor vehicle owned by a farm family copartnership, or farm family corporation shall be considered a private passenger auto owned by two or more relatives who are residents of the same household if
   a. it is principally garaged on a farm or ranch; and
   b. it otherwise meets the definitions in 1 and 2 above.
4. A motor vehicle equipped by the manufacturer with a flat bed, a step van, box van, or classified as a chassis cab by the Truck Blue Book with a gross vehicle weight (GVW) of 10,000 pounds or less, shall be rated in the Commercial Auto Section of this Manual.

B. **Recreational Trailers**

A movable structure equipped as mobile living quarters (with or without bathroom facilities), identified by the manufacturer as a travel or camper trailer, constructed on a chassis with a wheeled running gear, not self-propelled and designed to be towed by a private passenger automobile or pickup provided

1. it is primarily used for purposes of travel, recreation, and vacation;
2. the owner maintains a separate and permanent residence other than the recreational trailer; and
3. the trailer has no awnings, cabanas, or equipment designed to create additional living facilities.

C. **Camper Bodies**

A portable camper body equipped as mobile living quarters.



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D. **Married**

"Married" means a married person living with spouse or widowed, divorced, or legally separated if such person has custody of a resident child.

E. **Farm Automobile**

"Farm automobile" means a motor vehicle of the private passenger, pickup, panel, or van type with a GVW of 10,000 pounds or less owned by a person who earns his living by raising crops, fowl, or animals on a piece of land and has no other occupation and such automobile is principally garaged on such farm or ranch and is not used in driving to or from school or work.

F. **Used for Business**

"Used for business" means that the use of the automobile is required by or customarily involved in the duties of the applicant or any other person customarily operating the automobile, in his occupation, profession, or business, other than in going to or from his principal place of occupation, profession, or business.

G. **Driven to or from Work or to School**

"Driven to or from work or school" means that the automobile is customarily used in the course of driving to or from work or school.

1. The term "customarily" shall include the use of automobiles in a car-pool or other share-the-ride arrangements.
2. An automobile driven part way to or from work, such as to a railroad or bus depot, shall be considered in the course of driving to or from work whether or not the automobile is parked at the depot during the day.

H. **Age**

"Age" shall mean age attained on last birthday.

I. **Resident in the Same Household**

"Resident in the same household" shall include an individual absent from the household while attending a school; however it shall not include an individual in active military service with the armed forces of the United States of America unless such individual customarily operates the automobile.

J. **Model Year**

"Model year" shall mean the year assigned by the automobile manufacturer. For rebuilt or structurally altered automobiles the model year of chassis determines the model year of the automobile.

K. **Youthful Operator**

"Youthful operator" means the insured, or any resident operator of the automobile or any other operator who customarily operates the automobile is

1. an unmarried female under the age of 21, or
2. an unmarried male under the age of 30, if he is the owner or principal operator of the automobile, or
3. any other male under the age of 25.

L. **Symbol**

"Symbol" shall mean the symbols as published in ISO's Symbol and Identification (S&I) Manual.

M. **Total Base Premium**

"Total base premium" shall mean the sum of the base premiums applicable to the automobile for bodily injury and property damage liability, personal injury protection, medical payments, and comprehensive including collision coverage.

## Rule 34. PREMIUM DISCOUNTS

A. **Good Driver Discount**

A policy insuring a private passenger vehicle, as defined in Rule 33, which is owned by an individual or jointly by two or more relatives, or jointly by two or more resident individuals and not used in the business of driver training, provided that

1. the insured(s) and anyone who usually operates the automobile currently has a valid driver's license and has had a license for at least three consecutive years in the United States of America, District of Columbia, or Canada, and
2. there is no requirement for the filing of a certificate of insurance to comply with the requirements of an automobile financial responsibility law.

**Note:** When motor vehicle records are not available, no discount will be allowed. However, if a copy of the motor vehicle records is provided, the discount will be allowed if otherwise applicable. Motor vehicle records may not be dated more than 15 calendar days prior to the binding date of the application.

3. Policies with one operator and multivehicles shall be given applicable credit on each vehicle. Policies with multioperators and multivehicles shall be given credit based on the principle operator of each vehicle. Any vehicles in excess of the number of drivers will receive credit based on the lowest applicable credit of all other vehicles.

B. **Mature Operator Motor Vehicle Accident Prevention Course Discount**

A policy insuring a private passenger vehicle, as defined in Rule 33, shall be given a discount where there is a principal operator 55 years of age or older, holding a valid Florida operator's license, and they have successfully completed a motor vehicle accident prevention course approved by the Florida Department of Highway Safety and Motor Vehicles.

1. The discount is applicable only upon receipt of a copy of the certificate indicating successful completion of the accident prevention course, which shall have to be repeated by the individual every three years in order to continue to be eligible for the discount. The discount shall be provided for three years after the date of completion.
2. The discount only applies to the auto principally operated by the operator with course completion certificate and only once to each auto regardless of the number of operators with course completion certificates.
   a. The mature operator discount is available to principal operators who have no surcharges as defined in Rule 24. Surcharges, during the 18-



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month or 36-month period immediately preceding the effective date of the renewal or new business application, render the operator ineligible for this discount.

b. The discount shall not apply in the event the approved course is taken as punishment specified by a court or other governmental entity resulting from a moving traffic violation.

C. **Antitheft Devices Discount**

**COMPREHENSIVE**

1. Discounts are provided if the auto is equipped with (1) a hood lock which can only be released from inside the vehicle, and (2) a device meeting the criteria of either paragraph a or b below. If a vehicle is equipped with more than one qualifying device, only the single highest discount shall apply.

2. The FAJUA may require evidence of installation of antitheft devices meeting the following criteria prior to granting a discount.

   a. Alarm Only and Active Disabling Devices

      A 5% discount on comprehensive coverage shall be afforded on vehicles equipped with (1) alarm only devices which sound an audible alarm that can be heard at a distance of at least 300 feet for a minimum of three minutes or (2) active disabling devices which disable the vehicle by making the fuel, ignition, or starting system inoperative. A disabling device is categorized as active if a separate manual step is required to engage the device.

   b. Passive Disabling Devices

      A 15% discount on comprehensive coverage shall be afforded on vehicles equipped with passive disabling devices which disable the vehicle by making the fuel, ignition, or starting system inoperative. A disabling device is categorized as passive if a separate manual step is not required to engage the device.

D. **Safety Equipment Discounts**

1. Airbag Discount

   A 15% discount applies to medical payments and/or any no-fault coverage only. To qualify, the private passenger auto must be equipped with at least a driver's side only airbag which is factory installed conforming to the federal crash protection requirements.

2. Antilock Brake Discount

   A 10% discount for bodily injury and property damage liability, personal injury protection, and collision coverages shall be provided for those private passenger autos equipped with factory-installed antilock brakes.

   The FAJUA may require evidence of installation of antilock brakes prior to granting a discount.

## Rule 35. CLASSIFICATIONS

Eligible private passenger automobiles shall be classified as follows:

1A. Pleasure use—No youthful operators.

1B. Less than 10 miles one way to work or school—No youthful operators.

1C. 10 or more miles one way to work or school—No youthful operators.

2A. Unmarried occasional male operator under age 25.

2B. Married male owner or operator under age 25.

2C. Unmarried male owner or principal operator under age 25.

2D. Unmarried female operator under age 21.

2E. Unmarried male owner or principal operator age 25 through 29.

3. Business use—No youthful operators.

6A. Same as 1A, but principal operator age 65 or older.

6B. Same as 1B, but principal operator age 65 or older.

6C. Same as 1C, but principal operator age 65 or older.

1AF. Farm Automobile—same as 1A.

2AF. Farm Automobile—same as 2A.

6AF. Farm Automobile—same as 6A.

2BF. Farm Automobile—same as 2B.

2CF. Farm Automobile—same as 2C.

2DF. Farm Automobile—same as 2D.

2EF. Farm Automobile—same as 2E.

**Note:** Private passenger automobiles individually owned by a clergyman shall be classified 1A unless there is a youthful operator.

Private passenger automobiles owned by a corporation, copartnership, unincorporated association, or church shall be Class 3 and provided coverage on the Business Auto Coverage Form.

If there are two or more private passenger automobiles in the same household as the applicant, the rating elements of this Rule shall be applied separately to the number of automobiles equal to the number of Class 2 operators. The age of the operators shall be disregarded for the purpose of rating automobiles in excess of the number of youthful operators.

When the number of automobiles exceeds the number of youthful operators, the youthful operators classification shall be applied to the automobile with the highest total base premium for all coverages combined.

**Exception:**

Assign any youthful principal operators to the automobiles they principally operate.

## Rule 36. PREMIUM DEVELOPMENT

The rates for automobiles classified as private passenger are determined as follows:



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## PRIVATE PASSENGER

A. **Liability and No-Fault**

1. Determine the applicable classification from Rule 35. If two or more classifications apply, use the highest rated classification.

2. Determine the applicable territory, which shall be the territory in which the automobile is principally garaged.

   **Exception:**

   For autos used by salesmen or solicitors or others with similar duties requiring the operation of an auto in more than one rating territory, use the territory determined by the place of principal garaging if there is such a place; otherwise, use the residential address of the operator. If the residential address cannot be determined, use the business address of the operator.

3. Determine the appropriate base rates from the Private Passenger Auto Rate Chapter.

4. Determine the appropriate class factors from the Private Passenger Auto Rate Chapter.

5. Multiply the base rates determined in paragraph 3 by the class factors determined in paragraph 4 and round to the nearest whole dollar.

6. Apply the good driver discount (Rule 34.A) if applicable. The following discounts apply:

   a. if the policy is a new or renewal policy in the Florida Automobile Joint Underwriting Association and the insured(s) and anyone who usually operates the automobile is free of points assignable under Rule 24. Additional Charges, during the last policy term or last 12 months, deduct 5% from the otherwise applicable Manual bodily injury and property damage rates, or

   b. if the policy is a first or subsequent renewal of an original Florida Automobile Joint Underwriting Association policy and the insured(s) and anyone who usually operates the automobile is free of points assignable under Rule 24. Additional Charges, during the last 24 months, deduct 15% from the otherwise applicable Manual bodily injury and property damage rates, or

   c. if the policy is a second or subsequent renewal of an original Florida Automobile Joint Underwriting Association policy and the insured(s) and anyone who usually operates the automobile is free of points assignable under Rule 24. Additional Charges, during the last 36 months, deduct 25% from the otherwise applicable Manual bodily injury and property damage rates.

   **Note:** Good driver discount is available only to those insureds who have had no lapses in their FAJUA insurance coverages.

7. Apply the mature operator motor vehicle accident prevention course discount—operators 55 years or older (Rule 34.B) if applicable. The discount shall be 5% of the otherwise applicable Manual bodily injury, property damage and personal injury protection rates.

8. Apply the airbag discount (Rule 34) if applicable. The discount shall be 15% of the otherwise applicable personal injury protection rates.

9. Apply the antilock braking system discount (Rule 34) if applicable. The discount shall be 10% of the otherwise applicable bodily injury and property damage liability and personal injury protection rates.

10. Determine increased limits factor (Rules 22 and 38), if applicable.

11. Determine additional charges (Rule 24), if applicable using the appropriate worksheet from the Private Passenger Auto Rate Chapter.

12. Determine a financial responsibility charge (Rule 19).

13. If automobiles are not subject to the Florida Motor Vehicle No-Fault Law, determine the bodily injury premium by applying a factor of 1.80 to the bodily injury liability rates.

14. Refer to the Private Passenger Auto Rate Chapter to determine the applicable expense fees to be added separately to the premiums for the bodily injury and property damage liability and no-fault coverages applying to each auto. Such expense fees are subject to the cancellation provisions of this Manual, but are not subject to modification by the provisions of any other rating plan or rating rules.

B. **Medical Payments**

**Note:** Medical payments coverage is not applicable to a risk with a personal injury protection deductible.

1. For risks subject to the Florida Motor Vehicle No-Fault Law, determine the appropriate from the Private Passenger Auto Rate Chapter.

2. Determine the appropriate class factors from the Private Passenger Auto Rate Chapter.

3. Multiply the base rates determined in paragraph 1 by the class factors determined in paragraph 2 and round to the nearest whole dollar.

4. Apply the good driver discount (Rule 34), if applicable.

5. Apply the airbag discount (Rule 34), if applicable.

6. Determine the increased limits factor (Rule 38), if applicable.

7. If automobiles are not subject to the Florida Motor Vehicle No-Fault Law, determine the medical payment premium by applying a factor of 1.40 to such rates.

8. Determine additional charges (Rule 24), if applicable using the appropriate worksheet from the Private Passenger Auto Rate Chapter.

C. **Uninsured Motorists**

1. Determine if stacked or nonstacked uninsured motorists coverage (Rule 6) applies.

2. Determine the appropriate base rate from the Private Passenger Auto Rate Chapter.

3. If increased limits apply, multiply the base rates determined above by the appropriate factor from the



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Private Passenger Auto Rate Chapter, and round to the nearest whole dollar.

D. **Physical Damage**

1. Determine the applicable classification from Rule 35. If two or more classifications apply, use the highest rated class.
2. Determine the applicable territory in the same manner as for liability and no-fault in A.2 of this Rule.
3. Determine the appropriate model year factor from the Private Passenger Auto Rate Chapter.

   Where a new model year is introduced and the factors for such model year are not displayed, use the factors shown for the latest model year.
4. Determine the appropriate symbol factor from the Private Passenger Auto Rate Chapter as follows:

   Refer to ISO's Symbol and Identification (S&I) Manual to determine the rating symbol.

   If no rating symbol is shown in the S&I Manual, use the following procedure:

   a. If the S&I Manual displays a rating symbol for the prior model year version of the same auto, use that rating symbol.

      Refer to the Transition Rule in the S&I Manual for 2011 model year autos.

   b. If the S&I Manual does NOT display a rating symbol for the prior model year version of the same auto, assign a symbol based on the Original Cost New of the auto, using the Price/Symbol Chart located in the reference pages of the S&I Manual.
5. Multiply the model year factor by the symbol factor determined above and round to two decimal places.
6. Determine the base rates from the Private Passenger Auto Rate Chapter based on the territory determined in paragraph D.2 above.
7. Multiply the base rates by the factor developed in paragraph D.5 and round to the nearest whole dollar.
8. Determine the appropriate class factor from the Private Passenger Auto Rate Chapter.
9. Multiply the class factor by the rates developed in paragraph D.7 and round to the nearest whole dollar.
10. Apply the good driver discount (Rule 34.B) in the same manner as for liability in A.6 of this Rule with the credit deducted from the Manual collision rates.
11. Apply the mature operator motor vehicle accident prevention course discount—operators 55 years or older (Rule 34.D) in the same manner as for liability and no-fault in A.5 of this Rule with the discount applied to the Manual collision rates.
12. Apply the antitheft devices discount (Rule 34.C), if applicable, to the comprehensive rates.
13. Apply the antilock braking system discount (Rule 34.D) in the same manner as for liability and no-fault in A.9 of this Rule with the discount applied to the Manual collision rates.
14. If different deductibles (Rule 37) apply, multiply the rates determined above by the appropriate factor.
15. Determine additional charges (Rule 24), if applicable using the appropriate worksheet from the Private Passenger Auto Rate Chapter.
16. Refer to the Private Passenger Auto Rate Chapter to determine the applicable expense fees to be added separately to the premiums for the comprehensive and collision coverages applying to each auto. Such expense fees are subject to the cancellation provisions of this Manual, but are not subject to modification by the provisions of any other rating plan or rating rules.

E. Rates for eligible applicants for a Personal Auto Policy in accordance with F.S. 627.7275 (2)(a) shall be determined by modifying the Manual rate by .50 in accordance with Rule 14.

**Note:** Policy fees are not subject to modification.

## Rule 37. MISCELLANEOUS

A. **Deductible Insurance**

**PHYSICAL DAMAGE**

Physical damage coverage may be provided with the following options:

| Deductible | Premium Charge—Comprehensive |
|---|---|
| $ 250 | Manual rates |
| 500 | .80 times $250 deductible comprehensive premiums |
| 1000 | .65 times $250 deductible comprehensive premiums |

| Deductible | Premium Charge—Collision |
|---|---|
| $ 250 | 1.25 times $500 deductible collision premiums |
| 500 | Manual rates |
| 1000 | .80 times $500 deductible collision premiums |

B. **Customized Vehicles**

**PHYSICAL DAMAGE**

1. Coverage for the customized equipment excluded may be purchased for any private passenger vehicle, van, pickup, or panel truck which is insured for physical damage coverage. Such physical damage coverage shall be written on a stated amount basis with the same deductible applicable to the customized equipment as is applicable to the vehicle.

   The cost of customized equipment should not be considered when determining the symbol of the vehicle or when determining the Original Cost New if a light truck.

   Coverage shall be limited to $45,000 in accordance with Rule 6 using a combination of the vehicle Original Cost New and customized equipment value.



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2. Rate as follows:

   a. Determine the model year factor for the current model year from the Private Passenger Auto Rate Chapter. The current model year changes October 1 regardless of the actual date the models are introduced.

   b. Determine the base rates from the Private Passenger Auto Rate Chapter based on the territory determined in Rule 36.

   c. Multiply the base rates by the model year factor developed in paragraph a and round to the nearest whole dollar.

   d. Determine the class factor from the Private Passenger Auto Rate Chapter.

   e. Multiply the class factor by the rates developed in paragraph c and round to the nearest whole dollar.

   f. Multiply the rates determined above by the following factors to determine the rates per $100 of customizing:

| | |
|---|---|
| Comprehensive | .017 |
| Collision | .010 |

   g. Multiply the rates determined in paragraph f by every $100 or fraction thereof of the Actual Cash Value of customization.

   h. If different deductibles in paragraph A apply, multiply the rates determined above by the appropriate factor.

   i. Multiply the stated amount rate for customizing by the desired limit of coverage to obtain the stated amount customizing premium.

      Such stated amount is to be verified by the submission of a written appraisal from a qualified source and two clear photos from different angles that are not more than 60 days old from the effective date of the application. Thereafter not more than 30-day old photos must be submitted every two years at least 60 days prior to renewal.

      The premium shall not be subject to modification under the provisions of any rating plan or other Manual rule.

   j. Do not modify the premium developed above by any other Manual rule.

3. Attach the applicable Customizing Equipment Coverage endorsement to the policy.

C. **Recreational Trailers and Camper Bodies**

**PHYSICAL DAMAGE**

1. Eligibility

   The vehicle towing or hauling shall be insured in the FAJUA for physical damage in conjunction with the recreational trailer or camper body.

2. All physical damage coverages are to be written subject to deductibles. Determine the value, including the value of any additional facilities or equipment. Additional facilities or equipment may include cooking, dining, sleeping, plumbing or refrigeration facilities, rooftop air conditioners, awnings, cabanas, or other equipment designed to be used with the trailer or camper body.

   Registrations, bills of sale, and photos are required for units requesting physical damage coverage.

3. $250 Deductible Comprehensive

| Amount of Insurance | Not Used in Driving to or from Work or Business Rate per $1,000 | All Others Rate per $1,000 |
|---|---|---|
| $ 0–10,000 | $3.56 | $5.58 |
| 10,001–20,000 | 3.43 | 5.38 |
| 20,001–30,000 | 3.22 | 5.04 |
| 30,001–40,000 | 3.10 | 4.77 |
| 40,001–45,000 | 2.96 | 4.51 |

4. $500 Deductible Collision

| Amount of Insurance | Not Used in Driving to or from Work or Business Rate per $1,000 | All Others Rate per $1,000 |
|---|---|---|
| $ 0–10,000 | $14.56 | $22.82 |
| 10,001–20,000 | 10.24 | 15.81 |
| 20,001–30,000 | 9.40 | 14.56 |
| 30,001–40,000 | 8.81 | 13.72 |
| 40,001–45,000 | 8.12 | 12.75 |

5. Deductible Options

| Deductible | Premium Charge—Comprehensive |
|---|---|
| $ 250 | Rates determined in accordance with 3 above |
| 500 | .65 times $250 deductible comprehensive premiums |
| 1000 | .45 times $250 deductible comprehensive premiums |

| Deductible | Premium Charge—Collision |
|---|---|
| $ 250 | 1.25 times $500 deductible collision premiums |
| 500 | Rates determined in accordance with 4 above |
| 1000 | .70 times $500 deductible collision premiums |

**Note:** To be eligible for this coverage, the hauling or carrying vehicle must be insured in the policy with the same deductible.

6. Attach the Trailer/Camper Body Coverage (Maximum Limit of Liability) endorsement to the policy.

D. **Pickups and Vans Used for Private Passenger Purposes**

1. Eligibility

   Pickups and vans are eligible to be written on a Personal Auto Policy.

2. Premium Computation—Liability, No-Fault, Medical Payments, and Uninsured Motorists

   Classify and rate as a private passenger auto.



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3. Premium Computation—Physical Damage

   a. If a rating symbol is displayed in the Symbol and Identification Manual, use the symbol displayed.

      Refer to the Transition Rule in the S&I Manual for 2011 model year autos.

   b. If no rating symbol is displayed in the Symbol and Identification Manual, assign a rating symbol based on the Original Cost New applied to the appropriate Price/Symbol Chart in the Symbol and Identification Manual and rate as a private passenger auto.

   NOTE 1: For definition of Original Cost New, see Rule 6.E.1 in the General Rules Section.

   NOTE 2: Symbol assignments made in accordance with a or b shall be reviewed at each renewal.

## Rule 38. INCREASED LIMITS

A. **Bodily Injury and Property Damage Liability Coverage**

The increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates shown in this Manual to determine the premium for other limits:

**Table 1**

| BI Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|---|
| $ 10/20 | 1.00 | 1.00 |
| 15/30 | 1.47 | 1.23 |
| 25/50 | 2.08 | 1.50 |
| 50/100 | 2.79 | 1.80 |
| 100/300 | 3.59 | 2.14 |

**Table 2**

| PD Limits | Factor |
|---|---|
| $10,000 | 1.00 |
| 25,000 | 1.03 |
| 50,000 | 1.08 |

B. **Medical Payments Coverage**

The increased limits table below shows the factors to be applied to the $500 medical payments rates shown in this Manual to determine the premium for other limits:

| Limit | Factor |
|---|---|
| $1,000 | 1.10 |
| 2,000 | 1.14 |

C. **Uninsured Motorists Coverage**

Refer to the Private Passenger Auto Rate Chapter for the increased limits factors and applicable rates.

## Rule 39. RESERVED FOR FUTURE USE



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## PRIVATE PASSENGER AUTO RATE CHAPTER



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## PRIVATE PASSENGER AUTO RATE CHAPTER

## PRIVATE PASSENGER AUTO RATING WORKSHEET

### Bodily Injury and Property Damage Liability, PIP, Medical Payments and Uninsured Motorists Coverages

Refer to Rule 36 for premium development procedures.

**Multiply the base rates by the applicable factors down each column unless indicated otherwise.**

| | BI Liability | PD Liability | PIP | Medical Payments | UM |
|---|---|---|---|---|---|
| Base Rates | | | | | |
| Class Factor | | | | | |
| *Round to the nearest whole dollar.* | | | | | |
| Good Driver Discount (Rule 34) | | | | | |
| Accident Prevention Course Discount (Rule 34) | | | | | |
| Airbag Discount (Rule 34) | | | | | |
| Antilock Brake Discount (Rule 34) | | | | | |
| Increased Limits (Rule 38) | | | | | |
| Deductible Factor (Rule 25) | | | | | |
| *Subtotal* | | | | | |
| Additional Charges (See table below.) | + | + | + | + | |
| Financial Responsibility Filing Charge (Rule 19) | + | | | | |
| Expense Fees (Rule 36) | + | + | + | | |
| Premium *(Round to the nearest whole dollar.)* | | | | | |

**Note:** If the automobile is not subject to the Florida Motor Vehicle No-Fault Law, refer to Rule 36.

### DEVELOPMENT OF ADDITIONAL CHARGES

**Multiply the base rates by the applicable factors down each column unless indicated otherwise.**

| | BI Liability | PD Liability | PIP | Medical Payments |
|---|---|---|---|---|
| Base Rates | | | | |
| Airbag Discount (Rule 34) | | | | |
| Antilock Brake Discount (Rule 34) | | | | |
| Increased Limits (Rule 38) | | | | |
| Deductible Factor (Rule 25) | | | | |
| Additional Charges Factor (Rule 24) | | | | |
| Additional Charges *(Round to the nearest whole dollar.)* | | | | |

**Note:** Accident Prevention Course Discount does not apply in development of surcharge.



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**PRIVATE PASSENGER AUTO RATE CHAPTER**

**PRIVATE PASSENGER TYPE AUTO ON A COMMERCIAL COVERAGE FORM**
**LIABILITY COVERAGE RATING WORKSHEET**

**Bodily Injury and Property Damage Liability, PIP, Medical Payments and Uninsured Motorists Coverages**

Refer to Rule 36 for premium development procedures.

**Multiply the base rates by the applicable factors down each column unless indicated otherwise.**

| | BI Liability | PD Liability | PIP | Medical Payments | UM |
|---|---|---|---|---|---|
| Base Rates | | | | | |
| Class 3 Factor | | | | | |
| *Round to the nearest whole dollar.* | | | | | |
| Increased Limits (Rule 38) | | | | | |
| Deductible Factor (Rule 25) | | | | | |
| *Subtotal* | | | | | |
| Additional Charges (See table below.) | + | + | + | + | |
| Financial Responsibility Filing Charge (Rule 19) | + | | | | |
| Expense Fees (Rule 36) | + | + | + | | |
| Premium *(Round to the nearest whole dollar.)* | | | | | |

**DEVELOPMENT OF ADDITIONAL CHARGES**
**Multiply the base rates by the applicable factors down each column unless indicated otherwise.**

| | BI Liability | PD Liability | PIP | Medical Payments |
|---|---|---|---|---|
| Base Rates | | | | |
| Increased Limits (Rule 38) | | | | |
| Deductible Factor (Rule 25) | | | | |
| Additional Charges Factor (Rule 24) | | | | |
| Additional Charges *(Round to the nearest whole dollar.)* | | | | |



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## NAMED NONOWNED RATING WORKSHEET

### Bodily Injury and Property Damage Liability, and Uninsured Motorists Coverages

Refer to Rule 73 for premium development procedures.

**Multiply the base rates by the applicable factors down each column unless indicated otherwise.**

| | BI Liability | PD Liability | UM |
|---|---|---|---|
| Base Rates | | | |
| Class Factor | | | |
| *Round to the nearest whole dollar.* | | | |
| Increased Limits (Rule 38) | | | |
| Not Subject to No-Fault Law Factor (Rule 83) | | | |
| *Subtotal* | | | |
| Additional Charges (See table below.) | + | + | |
| Financial Responsibility Filing Charge (Rule 19) | + | | |
| Expense Fees (Rule 73) | + | + | |
| Premium *(Round to the nearest whole dollar.)* | | | |

**Note:** Charge 90% of the bodily injury liability and/or 50% of the property damage liability premium that would apply if such individual owned a private passenger automobile.

## DEVELOPMENT OF ADDITIONAL CHARGES

**Multiply the base rates by the applicable factors down each column unless indicated otherwise.**

| | BI Liability | PD Liability |
|---|---|---|
| Base Rates | | |
| Increased Limits (Rule 38) | | |
| Additional Charges Factor (Rule 24) | | |
| Additional Charges *(Round to the nearest whole dollar.)* | | |



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## LIABILITY, PIP, AND MEDICAL PAYMENTS BASE RATES

| Territory | $10/20 BI Liability | $10,000 PD Liability | PIP | $500 Medical Payments |
|---|---|---|---|---|
| 05 | $ 698 | $751 | $5,757 | $ 97 |
| 06 | 949 | 761 | 5,868 | 106 |
| 07 | 945 | 924 | 7,426 | 118 |
| 10 | 604 | 756 | 4,602 | 85 |
| 12 | 601 | 768 | 4,152 | 73 |
| 14 | 774 | 890 | 7,473 | 146 |
| 15 | 681 | 884 | 6,691 | 129 |
| 19 | 851 | 819 | 7,691 | 146 |
| 20 | 1,158 | 839 | 8,201 | 135 |
| 23 | 549 | 661 | 3,795 | 55 |
| 32 | 603 | 750 | 3,337 | 80 |
| 33 | 730 | 869 | 6,714 | 152 |
| 34 | 789 | 845 | 6,795 | 166 |
| 35 | 1,062 | 748 | 8,540 | 139 |
| 36 | 672 | 809 | 3,837 | 84 |
| 37 | 483 | 745 | 3,401 | 65 |
| 38 | 463 | 736 | 3,597 | 64 |
| 39 | 614 | 759 | 3,881 | 65 |
| 40 | 503 | 695 | 3,556 | 64 |
| 41 | 520 | 760 | 4,544 | 89 |
| 42 | 602 | 681 | 5,430 | 90 |
| 43 | 674 | 750 | 4,893 | 88 |
| 44 | 528 | 760 | 4,684 | 71 |
| 45 | 429 | 640 | 3,588 | 53 |
| 46 | 497 | 634 | 3,665 | 67 |
| 47 | 462 | 633 | 3,730 | 67 |
| 48 | 650 | 810 | 4,136 | 80 |
| 49 | 581 | 755 | 4,471 | 74 |
| 51 | 621 | 659 | 4,162 | 79 |
| 52 | 728 | 700 | 5,163 | 100 |
| 53 | 553 | 704 | 3,514 | 67 |
| 54 | 867 | 791 | 5,546 | 121 |
| 55 | 585 | 726 | 3,556 | 68 |
| 56 | 550 | 631 | 4,308 | 92 |
| 57 | 653 | 574 | 4,884 | 91 |
| 58 | 645 | 628 | 5,020 | 98 |
| 59 | 554 | 603 | 5,213 | 94 |
| 60 | 490 | 742 | 4,170 | 87 |
| 61 | 607 | 604 | 5,116 | 106 |
| 62 | 497 | 613 | 4,048 | 87 |
| 63 | 580 | 621 | 5,852 | 106 |
| 64 | 566 | 605 | 4,091 | 86 |
| 65 | 773 | 599 | 3,892 | 82 |
| 66 | 715 | 691 | 5,044 | 91 |
| 67 | 518 | 783 | 3,732 | 65 |
| 68 | 483 | 785 | 3,688 | 57 |
| 69 | 520 | 783 | 3,681 | 61 |
| 70 | 504 | 775 | 3,571 | 54 |
| 71 | 426 | 771 | 3,597 | 54 |
| 72 | 375 | 612 | 3,122 | 61 |
| 73 | 366 | 621 | 3,258 | 61 |
| 74 | 372 | 620 | 3,242 | 61 |
| 75 | 369 | 618 | 3,205 | 61 |



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**LIABILITY, PIP, AND MEDICAL PAYMENTS BASE RATES**

| Territory | $10/20 BI Liability | $10,000 PD Liability | PIP | $500 Medical Payments |
|---|---|---|---|---|
| 76 | $425 | $670 | $2,885 | $62 |
| 77 | 368 | 614 | 3,258 | 61 |
| 78 | 418 | 613 | 3,258 | 61 |
| 79 | 400 | 584 | 3,086 | 62 |
| 80 | 376 | 581 | 3,086 | 62 |
| 81 | 466 | 589 | 3,086 | 62 |
| 82 | 465 | 589 | 3,042 | 62 |
| 83 | 408 | 594 | 2,942 | 62 |
| 84 | 414 | 589 | 3,100 | 62 |
| 85 | 409 | 589 | 3,086 | 62 |
| 86 | 397 | 589 | 3,043 | 62 |
| 87 | 395 | 586 | 2,983 | 62 |
| 88 | 404 | 589 | 3,086 | 62 |
| 89 | 425 | 599 | 3,086 | 62 |
| 90 | 525 | 616 | 3,055 | 62 |
| 91 | 410 | 578 | 3,086 | 62 |
| 92 | 526 | 684 | 3,512 | 67 |
| 93 | 605 | 645 | 3,475 | 63 |
| 94 | 559 | 658 | 3,494 | 63 |
| 95 | 615 | 759 | 3,814 | 70 |
| 96 | 556 | 705 | 3,613 | 63 |

| Expense Fees | |
|---|---|
| BI Liability | $137 |
| PD Liability | 70 |
| PIP | 353 |



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## CLASS FACTORS

| Territories 05, 06, 07, 14, 15, 19, 20, 33, 34, 35, 36, 37, 67, 68 | | | |
|---|---|---|---|
| **Class** | **Bodily Injury and Property Damage** | **PIP** | **Medical Payments** |
| 1A | 1.00 | 1.00 | 1.00 |
| 1B | 1.09 | 1.09 | 1.10 |
| 1C | 1.09 | 1.09 | 1.45 |
| 2A | 1.59 | 1.45 | 2.10 |
| 2B | 1.23 | 1.23 | 1.75 |
| 2C | 1.91 | 1.70 | 3.10 |
| 2D | 1.32 | 1.32 | 1.75 |
| 2E | 1.36 | 1.36 | 1.90 |
| 3 | 1.27 | 1.27 | 1.49 |
| 6A | 1.00 | 0.85 | 1.00 |
| 6B | 1.09 | 1.09 | 1.10 |
| 6C | 1.09 | 1.09 | 1.45 |
| 1AF | 0.86 | 1.00 | 0.75 |
| 2AF | 1.37 | 1.45 | 1.57 |
| 2BF | 1.06 | 1.23 | 1.30 |
| 2CF | 1.64 | 1.70 | 2.32 |
| 2DF | 1.14 | 1.32 | 1.30 |
| 2EF | 1.17 | 1.36 | 1.42 |
| 6AF | 0.86 | 0.85 | 0.75 |

| Remaining Territories | | | |
|---|---|---|---|
| **Class** | **Bodily Injury and Property Damage** | **PIP** | **Medical Payments** |
| 1A | 1.00 | 1.00 | 1.00 |
| 1B | 1.09 | 1.09 | 1.00 |
| 1C | 1.09 | 1.09 | 1.45 |
| 2A | 1.59 | 1.45 | 2.10 |
| 2B | 1.23 | 1.23 | 1.75 |
| 2C | 2.14 | 1.70 | 3.60 |
| 2D | 1.32 | 1.32 | 1.75 |
| 2E | 1.36 | 1.36 | 1.90 |
| 3 | 1.27 | 1.27 | 1.49 |
| 6A | 1.00 | 0.85 | 1.00 |
| 6B | 1.09 | 1.09 | 1.00 |
| 6C | 1.09 | 1.09 | 1.45 |
| 1AF | 0.86 | 1.00 | 0.75 |
| 2AF | 1.37 | 1.45 | 1.57 |
| 2BF | 1.06 | 1.23 | 1.30 |
| 2CF | 1.84 | 1.70 | 2.69 |
| 2DF | 1.14 | 1.32 | 1.30 |
| 2EF | 1.17 | 1.36 | 1.42 |
| 6AF | 0.86 | 0.85 | 0.75 |



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**PRIVATE PASSENGER AUTO RATE CHAPTER**

**UNINSURED MOTORISTS INSURANCE (Rule 6)**

| UM SINGLE STACKED | | | |
|---|---|---|---|
| **Territory** | **$10/20** | **Territory** | **$10/20** |
| 05 | $500 | 60 | $432 |
| 06 | 604 | 61 | 423 |
| 07 | 597 | 62 | 424 |
| 10 | 403 | 63 | 423 |
| 12 | 412 | 64 | 382 |
| 14 | 864 | 65 | 382 |
| 15 | 898 | 66 | 438 |
| 19 | 643 | 67 | 401 |
| 20 | 845 | 68 | 384 |
| 23 | 353 | 69 | 411 |
| 32 | 518 | 70 | 387 |
| 33 | 898 | 71 | 379 |
| 34 | 641 | 72 | 344 |
| 35 | 754 | 73 | 342 |
| 36 | 400 | 74 | 347 |
| 37 | 368 | 75 | 345 |
| 38 | 360 | 76 | 345 |
| 39 | 366 | 77 | 342 |
| 40 | 394 | 78 | 342 |
| 41 | 423 | 79 | 302 |
| 42 | 412 | 80 | 302 |
| 43 | 467 | 81 | 320 |
| 44 | 379 | 82 | 321 |
| 45 | 310 | 83 | 321 |
| 46 | 354 | 84 | 321 |
| 47 | 371 | 85 | 300 |
| 48 | 390 | 86 | 301 |
| 49 | 380 | 87 | 300 |
| 51 | 420 | 88 | 300 |
| 52 | 524 | 89 | 315 |
| 53 | 436 | 90 | 304 |
| 54 | 559 | 91 | 303 |
| 55 | 443 | 92 | 334 |
| 56 | 514 | 93 | 334 |
| 57 | 472 | 94 | 326 |
| 58 | 498 | 95 | 341 |
| 59 | 488 | 96 | 327 |



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| UM SINGLE NON-STACKED | | | |
|---|---|---|---|
| **Territory** | **$10/20** | **Territory** | **$10/20** |
| 05 | $400 | 60 | $346 |
| 06 | 483 | 61 | 338 |
| 07 | 478 | 62 | 339 |
| 10 | 322 | 63 | 338 |
| 12 | 330 | 64 | 306 |
| 14 | 691 | 65 | 306 |
| 15 | 718 | 66 | 350 |
| 19 | 514 | 67 | 321 |
| 20 | 676 | 68 | 307 |
| 23 | 282 | 69 | 329 |
| 32 | 414 | 70 | 310 |
| 33 | 718 | 71 | 303 |
| 34 | 513 | 72 | 275 |
| 35 | 603 | 73 | 274 |
| 36 | 320 | 74 | 278 |
| 37 | 294 | 75 | 276 |
| 38 | 288 | 76 | 276 |
| 39 | 293 | 77 | 274 |
| 40 | 315 | 78 | 274 |
| 41 | 338 | 79 | 242 |
| 42 | 330 | 80 | 242 |
| 43 | 374 | 81 | 256 |
| 44 | 303 | 82 | 257 |
| 45 | 248 | 83 | 257 |
| 46 | 283 | 84 | 257 |
| 47 | 297 | 85 | 240 |
| 48 | 312 | 86 | 241 |
| 49 | 304 | 87 | 240 |
| 51 | 336 | 88 | 240 |
| 52 | 419 | 89 | 252 |
| 53 | 349 | 90 | 243 |
| 54 | 447 | 91 | 242 |
| 55 | 354 | 92 | 267 |
| 56 | 411 | 93 | 267 |
| 57 | 378 | 94 | 261 |
| 58 | 398 | 95 | 273 |
| 59 | 390 | 96 | 262 |



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| UM MULTI STACKED | | | |
|---|---|---|---|
| **Territory** | **$10/20** | **Territory** | **$10/20** |
| 05 | $ 783 | 60 | $677 |
| 06 | 945 | 61 | 662 |
| 07 | 935 | 62 | 664 |
| 10 | 631 | 63 | 662 |
| 12 | 645 | 64 | 598 |
| 14 | 1,353 | 65 | 598 |
| 15 | 1,406 | 66 | 686 |
| 19 | 1,007 | 67 | 629 |
| 20 | 1,323 | 68 | 601 |
| 23 | 553 | 69 | 644 |
| 32 | 806 | 70 | 605 |
| 33 | 1,406 | 71 | 594 |
| 34 | 1,003 | 72 | 539 |
| 35 | 1,181 | 73 | 536 |
| 36 | 740 | 74 | 543 |
| 37 | 576 | 75 | 540 |
| 38 | 564 | 76 | 540 |
| 39 | 574 | 77 | 536 |
| 40 | 618 | 78 | 536 |
| 41 | 663 | 79 | 471 |
| 42 | 645 | 80 | 470 |
| 43 | 732 | 81 | 499 |
| 44 | 593 | 82 | 501 |
| 45 | 486 | 83 | 501 |
| 46 | 555 | 84 | 501 |
| 47 | 580 | 85 | 468 |
| 48 | 611 | 86 | 468 |
| 49 | 595 | 87 | 468 |
| 51 | 658 | 88 | 468 |
| 52 | 821 | 89 | 492 |
| 53 | 683 | 90 | 473 |
| 54 | 876 | 91 | 473 |
| 55 | 693 | 92 | 523 |
| 56 | 805 | 93 | 523 |
| 57 | 740 | 94 | 510 |
| 58 | 781 | 95 | 535 |
| 59 | 765 | 96 | 512 |



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| UM MULTI NON-STACKED | | | |
|---|---|---|---|
| **Territory** | **$10/20** | **Territory** | **$10/20** |
| 05 | $ 626 | 60 | $542 |
| 06 | 756 | 61 | 530 |
| 07 | 748 | 62 | 531 |
| 10 | 505 | 63 | 530 |
| 12 | 516 | 64 | 478 |
| 14 | 1,082 | 65 | 478 |
| 15 | 1,125 | 66 | 549 |
| 19 | 806 | 67 | 503 |
| 20 | 1,058 | 68 | 481 |
| 23 | 442 | 69 | 515 |
| 32 | 645 | 70 | 484 |
| 33 | 1,125 | 71 | 475 |
| 34 | 802 | 72 | 431 |
| 35 | 945 | 73 | 429 |
| 36 | 592 | 74 | 434 |
| 37 | 461 | 75 | 432 |
| 38 | 451 | 76 | 432 |
| 39 | 459 | 77 | 429 |
| 40 | 494 | 78 | 429 |
| 41 | 530 | 79 | 377 |
| 42 | 516 | 80 | 376 |
| 43 | 586 | 81 | 399 |
| 44 | 474 | 82 | 401 |
| 45 | 389 | 83 | 401 |
| 46 | 444 | 84 | 401 |
| 47 | 464 | 85 | 374 |
| 48 | 489 | 86 | 374 |
| 49 | 476 | 87 | 374 |
| 51 | 526 | 88 | 374 |
| 52 | 657 | 89 | 394 |
| 53 | 546 | 90 | 378 |
| 54 | 701 | 91 | 378 |
| 55 | 554 | 92 | 418 |
| 56 | 644 | 93 | 418 |
| 57 | 592 | 94 | 408 |
| 58 | 625 | 95 | 428 |
| 59 | 612 | 96 | 410 |

**Uninsured Motorists Increased Limits (Rule 38)**

| Stacked and Non-Stacked | |
|---|---|
| **UM Limit** | **Increased Limits Factor** |
| $15/30 | 1.28 |
| 25/50 | 1.69 |
| 50/100 | 2.31 |
| 100/300 | 2.95 |



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**PRIVATE PASSENGER AUTO RATE CHAPTER**

**PRIVATE PASSENGER PHYSICAL DAMAGE COVERAGE RATING WORKSHEET**

Refer to Rule 36 for premium development procedures.

**Multiply down each column unless indicated otherwise, and round where applicable.**

| | Comprehensive | Collision |
|---|---|---|
| Model Year Factor | | |
| Symbol Factor | | |
| *Round to two decimal places.* | | |
| Base Rates | | |
| *Round to the nearest whole dollar.* | | |
| Class Factor | | |
| *Round to the nearest whole dollar.* | | |
| Good Driver Discount (Rule 34) | | |
| Accident Prevention Course Discount (Rule 34) | | |
| Antitheft Devices Discount (Rule 34) | | |
| Antilock Brake Discount (Rule 34) | | |
| Deductible Factor (Rule 37) | | |
| *Subtotal* | | |
| Additional Charges (Rule 24) | | + |
| Expense Fees (Rule 36) | + | + |
| Premium *(Round to the nearest whole dollar.)* | | |

**DEVELOPMENT OF ADDITIONAL CHARGES**

**Multiply the base rates by the applicable factors down each column unless indicated otherwise.**

| | Collision |
|---|---|
| Model Year Factor | |
| Symbol Factor | |
| *Round to two decimal places.* | |
| Base Rates | |
| *Round to the nearest whole dollar.* | |
| Antilock Brake Discount (Rule 34) | |
| Deductible Factor (Rule 37) | |
| Additional Charges Factor (Rule 24) | |
| Additional Charges *(Round to the nearest whole dollar.)* | |



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**PRIVATE PASSENGER AUTO RATE CHAPTER**

**PRIVATE PASSENGER TYPE AUTO ON A COMMERCIAL COVERAGE FORM**
**PHYSICAL DAMAGE COVERAGE**
**RATING WORKSHEET**

Refer to Rule 36 for premium development procedures.

**Multiply down each column unless indicated otherwise, and round where applicable.**

| | Comprehensive | Collision |
|---|---|---|
| Model Year Factor | | |
| Symbol Factor | | |
| *Round to two decimal places.* | | |
| Base Rates | | |
| *Round to the nearest whole dollar.* | | |
| Class 3 Factor | | |
| *Round to the nearest whole dollar.* | | |
| Deductible Factor (Rule 37) | | |
| *Subtotal* | | |
| Additional Charges (Rule 24) | | + |
| Expense Fees (Rule 36) | + | + |
| Premium *(Round to the nearest whole dollar.)* | | |

**DEVELOPMENT OF ADDITIONAL CHARGES**

**Multiply the base rates by the applicable factors down each column unless indicated otherwise.**

| | Collision |
|---|---|
| Model Year Factor | |
| Symbol Factor | |
| *Round to two decimal places.* | |
| Base Rates | |
| *Round to the nearest whole dollar.* | |
| Deductible Factor (Rule 37) | |
| Additional Charges Factor (Rule 24) | |
| Additional Charges *(Round to the nearest whole dollar.)* | |



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## PRIVATE PASSENGER AUTO RATE CHAPTER

## PHYSICAL DAMAGE BASE RATES

| Territory | $250 Deductible Comprehensive | $500 Deductible Collision |
|---|---|---|
| 05 | $ 91 | $1,160 |
| 06 | 76 | 996 |
| 07 | 94 | 1,263 |
| 10 | 79 | 1,089 |
| 12 | 98 | 1,024 |
| 14 | 201 | 1,448 |
| 15 | 212 | 1,466 |
| 19 | 97 | 1,144 |
| 20 | 98 | 1,232 |
| 23 | 78 | 1,178 |
| 32 | 119 | 1,369 |
| 33 | 220 | 1,457 |
| 34 | 100 | 1,102 |
| 35 | 102 | 1,207 |
| 36 | 93 | 1,193 |
| 37 | 72 | 1,053 |
| 38 | 71 | 978 |
| 39 | 76 | 1,156 |
| 40 | 100 | 1,177 |
| 41 | 69 | 985 |
| 42 | 76 | 1,153 |
| 43 | 81 | 1,110 |
| 44 | 67 | 1,015 |
| 45 | 72 | 1,028 |
| 46 | 78 | 1,175 |
| 47 | 65 | 1,165 |
| 48 | 77 | 1,111 |
| 49 | 76 | 1,054 |
| 51 | 83 | 1,151 |
| 52 | 87 | 902 |
| 53 | 79 | 1,183 |
| 54 | 89 | 1,116 |
| 55 | 83 | 1,245 |
| 56 | 69 | 975 |
| 57 | 67 | 988 |
| 58 | 70 | 1,046 |
| 59 | 80 | 1,066 |
| 60 | 91 | 1,119 |
| 61 | 100 | 1,211 |
| 62 | 92 | 1,131 |
| 63 | 92 | 1,184 |
| 64 | 86 | 1,135 |
| 65 | 70 | 1,168 |
| 66 | 78 | 1,081 |
| 67 | 104 | 1,299 |
| 68 | 115 | 1,249 |
| 69 | 108 | 1,274 |
| 70 | 124 | 1,237 |
| 71 | 100 | 1,321 |
| 72 | 100 | 1,282 |



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| Territory | $250 Deductible Comprehensive | $500 Deductible Collision |
|---|---|---|
| 73 | $128 | $1,280 |
| 74 | 127 | 1,256 |
| 75 | 128 | 1,282 |
| 76 | 72 | 1,198 |
| 77 | 122 | 1,259 |
| 78 | 103 | 1,283 |
| 79 | 98 | 1,113 |
| 80 | 110 | 1,110 |
| 81 | 102 | 1,096 |
| 82 | 99 | 1,119 |
| 83 | 94 | 1,103 |
| 84 | 104 | 1,099 |
| 85 | 104 | 1,139 |
| 86 | 104 | 1,128 |
| 87 | 96 | 1,091 |
| 88 | 96 | 1,153 |
| 89 | 98 | 1,131 |
| 90 | 97 | 1,119 |
| 91 | 99 | 1,060 |
| 92 | 93 | 1,187 |
| 93 | 89 | 1,118 |
| 94 | 90 | 1,100 |
| 95 | 88 | 1,132 |
| 96 | 90 | 1,095 |

Add the following Expense Fees to the comprehensive and collision rates:
Comprehensive $20
Collision $129

**MODEL YEAR FACTORS**

| Model Year | Comprehensive | Collision |
|---|---|---|
| 2019 | 1.10 | 1.10 |
| 2018 | 1.05 | 1.05 |
| 2017 | 1.00 | 1.00 |
| 2016 | 0.95 | 0.94 |
| 2015 | 0.90 | 0.88 |
| 2014 | 0.86 | 0.83 |
| 2013 | 0.81 | 0.76 |
| 2012 | 0.77 | 0.70 |
| 2011 | 0.74 | 0.66 |
| 2010 | 0.70 | 0.62 |
| 2009 | 0.66 | 0.58 |
| 2008 | 0.63 | 0.55 |
| 2007 | 0.60 | 0.51 |
| 1990–2006 | 0.57 | 0.48 |

1989 and Prior Model Years—Refer to Rule 11.



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## SYMBOL FACTORS
## Model Years 1990 thru 2010

| Symbol | Comprehensive | Collision |
|---|---|---|
| 1 | 0.78 | 0.88 |
| 2 | 1.00 | 1.00 |
| 3 | 1.21 | 1.09 |
| 4 | 1.37 | 1.16 |
| 5 | 1.54 | 1.22 |
| 6 | 1.71 | 1.28 |
| 7 | 1.87 | 1.35 |
| 8 | 2.04 | 1.42 |
| 10 | 2.23 | 1.49 |
| 11 | 2.44 | 1.56 |
| 12 | 2.68 | 1.64 |
| 13 | 2.91 | 1.72 |
| 14 | 3.18 | 1.82 |
| 15 | 3.51 | 1.94 |
| 16 | 3.82 | 2.05 |
| 17 | 4.12 | 2.16 |
| 18 | 4.41 | 2.27 |
| 19 | 4.77 | 2.39 |
| 20 | 5.18 | 2.50 |
| 21 | 5.65 | 2.61 |
| 22 | 6.25 | 2.75 |
| 23 | 6.88 | 2.91 |
| 24 | 7.82 | 3.14 |
| 25 | 9.15 | 3.50 |
| 26 | 10.55 | 3.85 |
| 27 | 13.55 | 4.85 |



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## SYMBOL FACTORS
## Model Years 2011 and Subsequent

| Symbol | Comprehensive | Collision |
|---|---|---|
| 01 | 0.66 | 0.66 |
| 02 | 0.81 | 0.82 |
| 03 | 1.00 | 1.00 |
| 04 | 1.23 | 1.15 |
| 05 | 1.40 | 1.22 |
| 06 | 1.55 | 1.27 |
| 07 | 1.72 | 1.31 |
| 08 | 1.85 | 1.37 |
| 10 | 2.00 | 1.43 |
| 11 | 2.13 | 1.49 |
| 12 | 2.26 | 1.54 |
| 13 | 2.36 | 1.58 |
| 14 | 2.47 | 1.61 |
| 15 | 2.60 | 1.66 |
| 16 | 2.70 | 1.69 |
| 17 | 2.83 | 1.73 |
| 18 | 2.96 | 1.78 |
| 19 | 3.06 | 1.82 |
| 20 | 3.17 | 1.85 |
| 21 | 3.28 | 1.90 |
| 22 | 3.38 | 1.94 |
| 23 | 3.49 | 1.99 |
| 24 | 3.60 | 2.01 |
| 25 | 3.70 | 2.06 |
| 26 | 3.79 | 2.09 |
| 27 | 3.89 | 2.12 |
| 28 | 4.00 | 2.16 |
| 29 | 4.09 | 2.19 |
| 30 | 4.19 | 2.24 |
| 31 | 4.30 | 2.27 |
| 32 | 4.38 | 2.30 |
| 33 | 4.47 | 2.34 |
| 34 | 4.57 | 2.37 |
| 35 | 4.66 | 2.40 |
| 36 | 4.79 | 2.45 |
| 37 | 4.94 | 2.49 |
| 38 | 5.09 | 2.54 |
| 39 | 5.21 | 2.57 |
| 40 | 5.36 | 2.61 |
| 41 | 5.49 | 2.64 |
| 42 | 5.64 | 2.69 |
| 43 | 5.77 | 2.72 |
| 44 | 5.91 | 2.75 |
| 45 | 6.04 | 2.78 |
| 46 | 6.19 | 2.82 |
| 47 | 6.36 | 2.87 |
| 48 | 6.53 | 2.90 |
| 49 | 6.70 | 2.94 |
| 50 | 6.85 | 2.99 |
| 51 | 7.02 | 3.03 |
| 52 | 7.19 | 3.06 |
| 53 | 7.34 | 3.10 |
| 54 | 7.60 | 3.16 |
| 55 | 7.91 | 3.24 |
| 56 | 8.26 | 3.33 |
| 57 | 8.60 | 3.42 |
| 58 | 9.13 | 3.57 |
| 59 | 9.83 | 3.75 |
| 60 | 10.55 | 3.93 |
| 61 | 11.30 | 4.15 |
| 62 | 12.06 | 4.42 |
| 63 | 12.85 | 4.67 |
| 64 | 13.64 | 4.94 |
| 65 | 14.40 | 5.19 |
| 66 | 15.57 | 5.58 |
| 67 | 17.15 | 6.10 |
| 68 | 18.70 | 6.63 |
| 69 | 20.26 | 7.15 |
| 70 | 21.83 | 7.66 |
| 71 | 23.40 | 8.18 |
| 72 | 24.98 | 8.70 |
| 73 | 26.55 | 9.22 |
| 74 | 28.13 | 9.75 |
| 75 | 29.70 | 10.27 |
| 98 | * | * |

* For autos assigned Symbol 98 increase the Symbol 70 factor by +1.57 for comprehensive and +0.52 for collision for each $10,000 above the $150,000 Original Cost New.



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**PRIVATE PASSENGER AUTO RATE CHAPTER**

**CLASS FACTORS**

| Class | Comprehensive | Collision |
|---|---|---|
| 1A | 1.00 | 1.00 |
| 1B | 1.00 | 1.00 |
| 1C | 1.00 | 1.00 |
| 2A | 1.80 | 1.80 |
| 2B | 1.70 | 1.70 |
| 2C | 2.90 | 2.90 |
| 2D | 1.25 | 1.25 |
| 2E | 1.75 | 1.75 |
| 3 | 1.15 | 1.15 |
| 6A | 1.00 | 1.00 |
| 6B | 1.00 | 1.00 |
| 6C | 1.00 | 1.00 |

Farm Autos: For Class 1, 2, and 6 exposures, multiply the applicable class factor above by .90.



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## TRUCKS, TRACTORS, AND TRAILERS SECTION



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## NOTES



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## Rule 40. GENERAL INFORMATION

A. The following subjects are covered in this Section:

1. Exceptions to the Rules of Practice—General Rules Section
2. Applicability of policy
3. Classifications
4. Premium development—other than zone rated automobiles
5. Truckers
6. Premium development—zone rated automobiles
7. Light trucks—physical damage
8. Increased limits
9. Rates

B. This Section applies to motor vehicles which are (1) not rated under the provisions of the Private Passenger Section of this Manual, and (2) not specifically treated in the Public, Garage, or Special Types Section of this Manual.

## Rule 41. EXCEPTIONS TO THE RULES OF PRACTICE—GENERAL RULES SECTION

**All rules apply.**

## Rule 42. APPLICABILITY OF POLICY

A. ★Coverage for automobiles written under this Section shall be provided uniform coverage equivalent to the Business Auto Coverage Form, amended by the Florida Motor Vehicle No-Fault Law endorsement for eligible risks. For light truck risks, physical damage coverage shall be amended by an approved Physical Damage Endorsement which shall exclude coverage to any automobile (1) while being operated in any prearranged or organized racing or speed contest or in practice or preparation for any such contest or (2) arising out of or during its use for the transportation of any explosive substance, flammable liquid, or similarly hazardous material, except transportation incidental to your ordinary household or farm activities.✣

B. Supplemental application Form FAJUA-MCA (Ed. 7-97) shall be completed for eligible applicants desiring increased limits under Sections 29 and 30 of the Motor Carrier Act of 1980. Attach Endorsement MCS-90 (Ed. 1-90) to the policy.

## Rule 43. CLASSIFICATIONS

### LIABILITY AND NO-FAULT

Classify trucks, tractors, and trailers for liability and no-fault coverages as follows:

A. **Fleet—Nonfleet Classifications**

1. Classify as fleet the automobiles of any risk that has five or more self-propelled automobiles of any type that are under one ownership. Do not include automobiles owned by allied or subsidiary interests unless the insured holds a majority financial interest.
2. Do not include trailers in determining if the risk is a fleet, but apply the fleet classification to the trailers if the risk otherwise is classified as a fleet.
3. Classify the automobiles of any other risks as nonfleet.
4. Do not change the fleet or nonfleet classification because of midterm changes in the number of owned automobiles except at the request of the insured. The policy must be cancelled and rewritten in accordance with the Cancellations Rule.

B. **Primary Classifications**

1. Gross vehicle weight (GVW) and gross combination weight (GCW) mean the following:
   a. GVW—The maximum loaded weight for which a single auto is designed, as specified by the manufacturer.
   b. GCW—The maximum loaded weight for a combination truck-tractor and semitrailer or trailer for which the truck-tractor is designed, as specified by the manufacturer.

   **Note:** Servicing carriers may use the Trucks Blue Book as a guide to verify the GVW or GCW.

2. Size Class
   a. Light Trucks—Trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
   b. ★Medium Trucks—Trucks that have a gross vehicle weight (GVW) of 10,001–20,000 pounds.✣
   c. Heavy Trucks—Trucks that have a gross vehicle weight (GVW) of 20,001–45,000 pounds.
   d. Extra Heavy Trucks—Trucks that have a gross vehicle weight (GVW) over 45,000 pounds.
   e. Truck-Tractors—A truck-tractor is a motorized auto with or without body for carrying commodities or materials, equipped with fifth wheel coupling device for semitrailers.
      (1) Heavy Truck-Tractors—Truck-tractors that have a gross combination weight (GCW) of 45,000 pounds or less.
      (2) Extra Heavy Truck-Tractors—Truck-tractors that have a gross combination weight (GCW) over 45,000 pounds.
   f. Semitrailers—A semitrailer is a trailer equipped with fifth wheel coupling device for use with a truck-tractor with load capacity over 2,000 pounds. This includes bogies used to convert containers into semitrailers.
   g. Trailers—Any trailer with load capacity over 2,000 pounds, other than a semitrailer.
   h. Service or Utility Trailer—Any trailer or semitrailer with load capacity of 2,000 pounds or less.



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## TRUCKS, TRACTORS, AND TRAILERS

**Note:** Trailers shall be written only in conjunction with coverage for a self-propelled motor vehicle or hired auto not written on an if any basis.

3. Business Use Class. If a truck, tractor, or trailer has more than one use, use the highest rated classification unless 80% of the use is in a lower rated activity. In that case, use the lower rated classification.

   a. Service Use—For transporting the insured's personnel, tools, equipment, and incidental supplies to or from a job location. This classification is confined to autos principally parked at job locations for the majority of the working day or used to transport supervisory personnel between job locations.

   b. Retail Use—Autos used to pick up property from, or deliver property to, individual households.

   c. Commercial Use—Autos used for transporting property other than those automobiles defined as service or retail.

   **Note:** If service or retail use does not apply, rate as commercial use.

4. Radius Class

   Determine radius on a straight line from the street address of principal garaging.

   a. Local—Up to 50 Miles—The auto is not regularly operated beyond a radius of 50 miles from the street address where such auto is principally garaged.

   b. Intermediate—51 to 200 Miles—The auto is operated beyond a radius of 50 miles but not regularly beyond a radius of 200 miles from the street address where such auto is principally garaged.

   c. ★Long Distance—Over 200 Miles—The auto is operated regularly beyond a 200-mile radius from the street address where such auto is principally garaged. Apply zone rates for other than light trucks and trailers used with light trucks.✣

5. See the following Primary Classifications—Rating Factors and Classification Designators tables.

C. **Secondary Classification—Special Industry Class**

1. These rating factors do not apply to (a) zone rated autos, (b) personal injury protection coverage.

2. Where more than one secondary rating factor applies, use the highest rated classification.

| Class Designator | Classification | Secondary Factor to Be Combined with Primary Factor: Trailer Types | Secondary Factor to Be Combined with Primary Factor: All Other Autos |
|---|---|---|---|
| 2— | Truckers—Autos used to haul or transport goods, materials, or commodities for another, other than autos used in moving operations | | |
| | local | 0.00 | +0.70 |
| | intermediate | 0.00 | +0.70 |
| | long distance | 0.00 | +0.70 |
| | Tow Trucks for Hire | 0.00 | +0.70 |
| 3— | Food Delivery—Autos used by food manufacturers to transport raw and finished products or used in wholesale distribution of food. | | |
| | a. Canneries and packing plants | 0.00 | +0.40 |
| | b. Fish and seafood | 0.00 | +0.40 |
| | c. Frozen food | 0.00 | +0.40 |
| | d. Fruit and vegetable | 0.00 | +0.40 |
| | e. Meat or poultry | 0.00 | +0.40 |
| | f. All other | 0.00 | +0.40 |
| 4— | Specialized Delivery—Autos used in deliveries subject to time and similar constraints. | | |
| | a. Armored cars | 0.00 | +0.60 |
| | b. Film delivery | 0.00 | +0.60 |
| | c. Magazines or newspapers | 0.00 | +0.60 |
| | d. Mail and parcel post | 0.00 | +0.60 |
| | e. All other | 0.00 | +0.60 |
| 5— | Waste Disposal—Autos transporting salvage and waste material for disposal or resale. | | |
| | a. Auto dismantlers | 0.00 | +0.30 |
| | b. Building wrecking operations | 0.00 | +0.30 |
| | c. Garbage | 0.00 | +0.30 |
| | d. Junk dealers | 0.00 | +0.30 |
| | e. All other | 0.00 | +0.30 |



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| Class Designator | Classification | Secondary Factor to Be Combined with Primary Factor: Trailer Types | All Other Autos |
|---|---|---|---|
| 6— | Farmers—Autos owned by a farmer, used in connection with the operation of his own farm and occasionally used to haul commodities for other farmers. | | |
| | a. Individually owned or family corp. (other than livestock hauling) | 0.00 | –0.50 |
| | b. Livestock hauling ..... | 0.00 | –0.50 |
| | c. All other..... | 0.00 | –0.50 |
| 7— | Dump and Transit Mix Trucks and Trailers (Use these factors only when no other secondary classification applies)..... | 0.00 | –0.20 |
| 8— | Contractors—Other than dump trucks ..... | 0.00 | –0.05 |
| | | **All Autos** | |
| 9— | All Other—Not secondarily rated including all zone rated risks other than truckers. For zone rated truckers, use applicable classification designated for truckers..... | 0.00 | |

D. **Special Provisions for Certain Risks**

1. Truckers. If the business of the insured involves transporting materials or commodities for another, the Truckers Rule also applies.

2. Transporters of Liquid Products. A coverage form that covers an auto used for the bulk transportation of liquid products must exclude accidents resulting from the erroneous delivery of one liquid product for another, or the delivery of any liquid product into the wrong receptacle if the accident occurs after the operations have been completed. Use endorsement Wrong Delivery Liquid Products.

3. Amusement Devices. A coverage form that covers an auto with an amusement device mounted on it must cover the operation of the amusement device. Develop the additional premium by multiplying the trucks, tractors, and trailers liability base premium by 1.60. The premium is for the period of coverage and not subject to any return.

4. Transporters of Explosives. A coverage form that covers an auto used for transporting explosives must exclude coverage for the explosion hazard. For coverage including the explosion hazard, multiply the otherwise applicable premium by 1.75. If not including the explosion hazard, use endorsement Explosives.

   **Note:** Explosives includes any cargo that has the physical properties or tendencies to explode.

5. Rolling Stores. A coverage form that covers autos equipped as a rolling store must exclude product liability. Use endorsement Rolling Stores.

6. ★Trailers or Semitrailers Used as Showrooms. Multiply the trailer or semitrailer primary rating factor by 2.00. The policy must exclude product liability. Attach the applicable Rolling Stores endorsement.✣

7. Farmer's Wagons and Implements. The liability coverage on a policy that covers trucks, tractors, and trailers owned by a farmer, used in the operation of his own farm and occasionally used to haul commodities for other farmers, must apply at no additional charge to farm wagons and farm implements used with such autos. The coverage does not apply to home, office, store, display, or passenger trailers, or to the operation of farm machinery.

8. An automobile owned by a farmer, including trucks used in citrus groves known as goat trucks and vehicles used in the field or woods for the purpose of harvesting a crop, including navel stores, but which is not operated principally upon the highways of the state, shall be written at premiums of $13 for $10,000/ 20,000 bodily injury, and $8 for $10,000 property damage, and $21 for personal injury protection.

9. Tow Trucks Used in Auto Repossession Business. To provide liability coverage for a tow truck used in an auto repossession business, increase the otherwise applicable rate for bodily injury liability and property damage liability for each tow truck by 10%.



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**TRUCKS, TRACTORS, AND TRAILERS**

## NONFLEET
## PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

| Size Class | Business Use Class | | Radius Class: Local Up to 50 Miles — BI and PD | Local Up to 50 Miles — Phys. Dam. | Intermediate 51 to 200 Miles — BI and PD | Intermediate 51 to 200 Miles — Phys. Dam. | Long Distance Over 200 Miles — BI and PD | Long Distance Over 200 Miles — Phys. Dam. |
|---|---|---|---|---|---|---|---|---|
| **Light Trucks (0–10,000 lbs. GVW)** | **Service** | **Factor** | 1.00 | 1.00 | 1.15 | 1.15 | 1.25 | 1.20 |
| | | **CD** | 011– – | 011– – | 012– – | 012– – | 013– – | 013– – |
| | **Retail** | **Factor** | 1.45 | 1.05 | 1.65 | 1.20 | 1.75 | 1.25 |
| | | **CD** | 021– – | 021– – | 022– – | 022– – | 023– – | 023– – |
| | **Commercial** | **Factor** | 1.35 | 1.10 | 1.60 | 1.25 | 1.70 | 1.30 |
| | | **CD** | 031– – | 031– – | 032– – | 032– – | 033– – | 033– – |
| | | | | | | | **ZONE RATED** | |
| **Medium Trucks (10,001–20,000 lbs. GVW)** | **Service** | **Factor** | 1.00 | **NOT AVAILABLE** | 1.15 | **NOT AVAILABLE** | .85 | **NOT AVAILABLE** |
| | | **CD** | 211– – | | 212– – | | 213– – | |
| | **Retail** | **Factor** | 1.45 | | 1.70 | | .85 | |
| | | **CD** | 221– – | | 222– – | | 223– – | |
| | **Commercial** | **Factor** | 1.35 | | 1.65 | | .85 | |
| | | **CD** | 231– – | | 232– – | | 233– – | |
| **Heavy Trucks (20,001–45,000 lbs. GVW)** | **Service** | **Factor** | 1.10 | **NOT AVAILABLE** | 1.30 | **NOT AVAILABLE** | 1.00 | **NOT AVAILABLE** |
| | | **CD** | 311– – | | 312– – | | 313– – | |
| | **Retail** | **Factor** | 1.55 | | 1.85 | | 1.00 | |
| | | **CD** | 321– – | | 322– – | | 323– – | |
| | **Commercial** | **Factor** | 1.45 | | 1.75 | | 1.00 | |
| | | **CD** | 331– – | | 332– – | | 333– – | |
| **Extra Heavy Trucks (Over 45,000 lbs. GVW)** | | **Factor** | 2.00 | **NOT AVAILABLE** | 2.60 | **NOT AVAILABLE** | 1.45 | **NOT AVAILABLE** |
| | | **CD** | 401– – | | 402– – | | 403– – | |
| **Heavy Truck-Tractors (0–45,000 lbs. GCW)** | **Service** | **Factor** | 1.30 | **NOT AVAILABLE** | 1.55 | **NOT AVAILABLE** | 1.00 | **NOT AVAILABLE** |
| | | **CD** | 341– – | | 342– – | | 343– – | |
| | **Retail** | **Factor** | 1.90 | | 2.30 | | 1.00 | |
| | | **CD** | 351– – | | 352– – | | 353– – | |
| | **Commercial** | **Factor** | 1.80 | | 2.20 | | 1.00 | |
| | | **CD** | 361– – | | 362– – | | 363– – | |
| **Extra Heavy Truck-Tractors (Over 45,000 lbs. GCW)** | | **Factor** | 2.25 | **NOT AVAILABLE** | 2.80 | **NOT AVAILABLE** | 1.40 | **NOT AVAILABLE** |
| | | **CD** | 501– – | | 502– – | | 503– – | |
| **Trailer Types** | | | | | | | | |
| **Semitrailers** | | **Factor** | .10 | **NOT AVAILABLE** | .15 | **NOT AVAILABLE** | .15 | **NOT AVAILABLE** |
| | | **CD** | 671– – | | 672– – | | 673– – | |
| **Trailers** | | **Factor** | .10 | | .15 | | .15 | |
| | | **CD** | 681– – | | 682– – | | 683– – | |
| **Service or Utility Trailer (0–2,000 lbs. Load Capacity)** | | **Factor** | .00 | | .00 | | .00 | |
| | | **CD** | 691– – | | 692– – | | 693– – | |

NOTE 1: For statistical coding information, refer to statistical plan in use by company.

NOTE 2: Except for trailer types, the primary rating factors for PIP are 1.00. For trailer types, the primary factors are applicable to BI, PD, and PIP.



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## FLEET
## PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

| Size Class | Business Use Class | | Radius Class: Local Up to 50 Miles BI and PD | Local Up to 50 Miles Phys. Dam. | Intermediate 51 to 200 Miles BI and PD | Intermediate 51 to 200 Miles Phys. Dam. | Long Distance Over 200 Miles BI and PD | Long Distance Over 200 Miles Phys. Dam. |
|---|---|---|---|---|---|---|---|---|
| **Light Trucks (0–10,000 lbs. GVW)** | **Service** | **Factor** | 1.00 | 1.00 | 1.15 | 1.15 | 1.25 | 1.20 |
| | | **CD** | 014– – | 014– – | 015– – | 015– – | 016– – | 016– – |
| | **Retail** | **Factor** | 1.45 | 1.05 | 1.65 | 1.20 | 1.75 | 1.25 |
| | | **CD** | 024– – | 024– – | 025– – | 025– – | 026– – | 026– – |
| | **Commercial** | **Factor** | 1.35 | 1.10 | 1.60 | 1.25 | 1.70 | 1.30 |
| | | **CD** | 034– – | 034– – | 035– – | 035– – | 036– – | 036– – |
| | | | | | | | **ZONE RATED** | |
| **Medium Trucks (10,001–20,000 lbs. GVW)** | **Service** | **Factor** | 1.00 | **NOT AVAILABLE** | 1.15 | **NOT AVAILABLE** | .85 | **NOT AVAILABLE** |
| | | **CD** | 214– – | | 215– – | | 216– – | |
| | **Retail** | **Factor** | 1.45 | | 1.70 | | .85 | |
| | | **CD** | 224– – | | 225– – | | 226– – | |
| | **Commercial** | **Factor** | 1.35 | | 1.65 | | .85 | |
| | | **CD** | 234– – | | 235– – | | 236– – | |
| **Heavy Trucks (20,001–45,000 lbs. GVW)** | **Service** | **Factor** | 1.10 | **NOT AVAILABLE** | 1.30 | **NOT AVAILABLE** | 1.00 | **NOT AVAILABLE** |
| | | **CD** | 314– – | | 315– – | | 316– – | |
| | **Retail** | **Factor** | 1.55 | | 1.85 | | 1.00 | |
| | | **CD** | 324– – | | 325– – | | 326– – | |
| | **Commercial** | **Factor** | 1.45 | | 1.75 | | 1.00 | |
| | | **CD** | 334– – | | 335– – | | 336– – | |
| **Extra Heavy Trucks Over 45,000 lbs. GVW)** | | **Factor** | 2.00 | **NOT AVAILABLE** | 2.60 | **NOT AVAILABLE** | 1.45 | **NOT AVAILABLE** |
| | | **CD** | 404– – | | 405– – | | 406– – | |
| **Heavy Truck-Tractors (0–45,000 lbs. GCW)** | **Service** | **Factor** | 1.30 | **NOT AVAILABLE** | 1.55 | **NOT AVAILABLE** | 1.00 | **NOT AVAILABLE** |
| | | **CD** | 344– – | | 345– – | | 346– – | |
| | **Retail** | **Factor** | 1.90 | | 2.30 | | 1.00 | |
| | | **CD** | 354– – | | 355– – | | 356– – | |
| | **Commercial** | **Factor** | 1.80 | | 2.20 | | 1.00 | |
| | | **CD** | 364– – | | 365– – | | 366– – | |
| **Extra Heavy Truck-Tractors (Over 45,000 lbs. GCW)** | | **Factor** | 2.25 | **NOT AVAILABLE** | 2.80 | **NOT AVAILABLE** | 1.40 | **NOT AVAILABLE** |
| | | **CD** | 504– – | | 505– – | | 506– – | |
| **Trailer Types** | | | | | | | | |
| **Semitrailers** | | **Factor** | .10 | **NOT AVAILABLE** | .15 | **NOT AVAILABLE** | .15 | **NOT AVAILABLE** |
| | | **CD** | 674– – | | 675– – | | 676– – | |
| **Trailers** | | **Factor** | .10 | | .15 | | .15 | |
| | | **CD** | 684– – | | 685– – | | 686– – | |
| **Service or Utility Trailer (0–2,000 lbs. Load Capacity)** | | **Factor** | .00 | | .00 | | .00 | |
| | | **CD** | 694– – | | 695– – | | 696– – | |

NOTE 1: For statistical coding information, refer to statistical plan in use by company.

NOTE 2: Except for trailer types, the primary rating factors for PIP are 1.00. For trailer types, the primary factors are applicable to BI, PD, and PIP.



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## Rule 44. PREMIUM DEVELOPMENT—OTHER THAN ZONE RATED AUTOMOBILES

### LIABILITY AND NO-FAULT

**Note** All policies written in accordance with this Rule shall be subject to audits and/or insurance inspections.

A. This Rule applies to

1. all light trucks and trailers used with light trucks;
2. all other trucks, tractors, and trailers which regularly operate within a 200-mile radius from the street address of principal garaging. For those automobiles regularly operating beyond a 200-mile radius, refer to the Premium Development—Zone Rated Automobiles Rule (Rule 46).

**Note:** This Rule does not apply to autos described in Rule 33 that are private passenger types, station wagon types, SUVs or passenger vans unless registered in a corporate name. The rate for these vehicles is the Class 3 business rate in the Private Passenger Section of the Manual.

B. Determine the classification rating factor as follows:

1. Determine whether the risk is classified as fleet or nonfleet from Rule 43.
2. Determine the primary rating factor from Rule 43, paragraph B based on size class, business use class, and radius class.
3. Determine the secondary rating factor, if any, from Rule 43, paragraph C, based on the special industry classifications.
4. Determine the combined rating factor by adding or subtracting the secondary rating factor to or from the primary rating factor.
5. For trailers used with light trucks which regularly operate beyond a 200-mile radius, use the rating factor for the intermediate rating class.

C. **Premium Computation—Liability and No-Fault Coverage**

1. Determine the territory based on the street address of principal garaging.

**Note:** For vehicles falling within special industry classes for truckers, dump trucks, and trailers used in dumping operations, the highest rated manual territory into which such vehicles are regularly and frequently operated shall be used.

2. Determine the fleet or nonfleet base premiums from the rate schedules.
3. Multiply the base liability premium by the combined rating factor. For no-fault the following procedure is applicable:
   a. Trucks and Tractors—Primary and secondary rating factors do not apply.
   b. Trailers—Only the primary rating factor is applicable.
4. If uninsured motorists coverage is applicable, refer to rate schedules.
5. If increased limits apply, refer to Rule 48.
6. If additional charges apply, refer to Rule 24.
7. If a financial responsibility charge applies, refer to Rule 19.
8. For automobiles not subject to the Florida Motor Vehicle No-Fault Law, the following applies for the determination of premium:

   Apply a factor of 1.71 to bodily injury rates.

**Note:** For each truck-tractor insured in excess of the number of semitrailers or trailers insured under the policy, a primary rating factor of .25 shall be added to the otherwise applicable primary rating factor for each such truck-tractor. This Rule does not apply to bobtail operations.

## Rule 45. TRUCKERS

NOTE: 1. The FAJUA shall charge a fee of (TBD) to cover the cost of an inspection. The fee shall be collected with the premium when coverage is bound. The fee is not a part of the premium finance agreement or the FAJUA payment plan. It is not refundable.

2. All truckers risks must be submitted on a Request for Proposal form. **Coverage cannot be bound.**

### LIABILITY AND NO-FAULT

A. **Eligibility**

1. A trucker is a person, firm, or corporation in the business of transporting goods, materials, or commodities for another.
2. Such a risk is still in the truckers classification even if it calls itself or advertises as a contractor, building contractor, building material dealer, sand and gravel hauler, or some other similar name.
3. Autos used in moving operations are also truckers even though they are not subject to the truckers secondary rating factors.
4. ★For details of coverage, refer to the Truckers endorsement. Use the Business Auto Coverage Form when coverage is provided for bobtail operations only.

B. **Special Provisions**

1. Nontrucking Use—Bobtail or Deadhead

   For any person, firm, or corporation where coverage is limited to nontrucking use (bobtail) and the autos are not used to carry property or to haul someone else's trailers:

   a. Determine the Trucks, Tractors, and Trailers base rate from the rate schedules.



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b. Multiply the rate determined above by the following rating factor per unit or combined unit:

| Factor |
|---|
| 1.50 |

c. No-Fault Coverage. Compute the premiums according to the appropriate classifications applicable to the risk.

d. Secondary rating factors do not apply.

e. Do not charge a premium for trailers.

f. Attach the applicable Truckers—Insurance For Nontrucking Use endorsement.✣

2. Trailer Interchange Agreement. Not applicable in FAJUA since only light trucks are eligible for physical damage coverage.

C. **Premium Determination**

Rate autos transporting exclusively for one concern on the same basis as those owned by such concern for both territory and classification.

**Note:** Risks that haul for a trucking firm which haul for more than one concern are not eligible for this rating exception. The name of the sole concern that the insured is transporting exclusively for must be provided on the application. A copy of the exclusive transportation agreement between the two parties must be submitted with the application verifying the existence of an exclusive agreement. The servicing carriers must periodically review loss data to verify the accuracy of such information which shall be done at reasonable intervals considering the size of the risk and the length of time it has been insured in the FAJUA.

1. Specified Auto Basis. Autos owned and autos long term leased shall be written on a specified auto basis according to the trucks, tractors, and trailers Classifications Rule (Rule 43).

NOTE 1: A lease of six months or more is considered long term. A lease of six months or less is considered short term. If a lease or similar agreement is renewed so as to extend (or extend with a relatively short termination or suspension) a previous lease agreement, which cumulatively exceeds six months or more, the risk shall be retroactively rated on a specified auto basis.

NOTE 2: If the cost of hire premium exceeds $2,000 annually, the risk shall be written on a specified auto basis.

2. Cost of Hire Basis. Autos short term leased may be written on the cost of hire basis to cover their liability because of a contract involving the hire of trucks, tractors, and trailers.

a. Determine the total cost of hiring the autos. If autos are hired without operators, include the actual wages of the operators of such autos.

b. Determine the average specified auto rate by

(1) computing the premium for all autos owned and leased by the insured that are used in trucking operations;

(2) dividing this by the number of trucks and truck-tractors owned and leased by the insured.

c. The cost of hire rate is determined by multiplying the specified auto rate by .0020.

d. Compute the advance premium by multiplying each $100 of the estimated total annual cost of hire by the cost of hire rate.

e. Definition of Cost of Hire

(1) Cost of hire means

(a) the total dollar amount of costs incurred for the hire of autos (including trailers and semitrailers) and if not included therein;

(b) the total remuneration of all operators' and drivers' helpers of hired autos whether hired with a driver or lessor or an employee of the lessee, or any other third party;

(c) the total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired autos whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

(2) Cost of hire does not include the total dollar amount of costs incurred by the insured for hire or lease of autos specifically described in the policy as owned autos for which the premium has been established on a specified auto basis.

(3) Cost of hire shall be subject to a minimum amount equivalent to pro rata of $60,000 per annum per auto or combined tractor-trailer unit including a driver for the number of days the auto or autos were hired. Such minimum amount shall be as follows:

Long Distance Tractors or Tractor/ Trailer Rigs—$60,000 per annum per power unit.

All Others—A fair market value which encompasses the definition of cost of hire as detailed above. This fair market value must be supported by recipients or other appropriate documentation of costs which are reasonable and customary for the class of vehicle hired.

f. Unless there is a change in exposure during the policy period, the advance premium computed at the beginning of the policy term is the earned premium.

g. Compute the earned premium at the rates in force at the inception of the policy, in the same manner as was used to compute the advance premium.

h. The minimum premium shall be $15 for $10,000/20,000 bodily injury and $7 for $10,000 property damage liability coverage, provided



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coverage for the hired autos of the risk is afforded by the same company that is insuring the owned autos of the risk; otherwise the minimum premium shall be the average specified auto rate.

NOTE 1: For each truck-tractor insured in excess of the number of semitrailers or trailers insured under the policy, a primary rating factor of .25 shall be added to the otherwise applicable primary rating factor for each such truck-tractor. This NOTE does not apply to bobtail operations.

NOTE 2: Hired and nonowned auto coverage is only available to those applicants which have all their owned autos and long-term leased autos insured in the FAJUA for bodily injury and property damage liability or combined single limits of liability.

NOTE 3: Notarized copies of income statements signed by the insured showing the cost of hire covering the latest three years must be submitted if rated under the cost of hire basis.

NOTE 4: The application shall include a legible copy of the applicant's prior auto liability and cargo policy Declarations page(s). (Submit even if applicant has had a name change.)

3. Gross receipts basis. Not available.

## Rule 46. PREMIUM DEVELOPMENT—ZONE RATED AUTOMOBILES

A. Except for light trucks and trailers used with light trucks, this Rule applies to trucks, tractors, and trailers regularly operated beyond a 200-mile radius from the street address of principal garaging.

B. Determine the zone combination for each automobile as follows:

The zone combination is the zone of principal garaging and the highest rated zone into or through which the insured operates.

C. **Premium Development**

1. Determine whether the automobile is classified as fleet or nonfleet from Rule 43.

2. Determine the primary rating factor from Rule 43, paragraph B.

3. Determine the liability fleet or nonfleet base premiums for the zone combination from the zone rating table.

4. Multiply the base premium by the long distance rating factor from the primary classification tables in Rule 43.

**Note:** The premium developed is subject to a minimum premium developed by the applicable intermediate radius class.

5. If increased limits apply, refer to Rule 48.

6. If additional charges apply, refer to Rule 24.

7. If a financial responsibility charge applies, refer to Rule 19.

**Note:** For each truck-tractor insured in excess of the number of semitrailers or trailers insured under the policy, a primary rating factor of .25 shall be added to the otherwise applicable primary rating factor for each such truck-tractor. This Rule does not apply to bobtail operations.

D. **Long Distance Zone Definitions**

1. Metropolitan Zones

a. ATLANTA Zone–01

Includes Clayton and Cobb Counties and Atlanta, Georgia territories.

b. BALTIMORE—WASHINGTON Zone–02

Includes Baltimore, Baltimore Suburban and Outer Suburban, Montgomery County Suburban and Outer Suburban, and Prince Georges County Suburban and Outer Suburban, Maryland territories; the entire District of Columbia; and Alexandria City, Arlington, Falls Church City, and Arlington—Alexandria Suburban, Virginia territories.

c. BOSTON Zone–03

Includes all of Essex, Middlesex, Norfolk, and Suffolk, Massachusetts Counties.

d. BUFFALO Zone–04

Includes Erie County (Balance), Buffalo, Buffalo Semisuburban, Buffalo Suburban, Niagara Falls and Niagara Falls Suburban, New York territories.

e. CHARLOTTE Zone–05

Includes Charlotte and all of Mecklenburg County, North Carolina territories.

f. CHICAGO Zone–06

Includes all of Cook and Du Page County territories, Lake County (Balance), Waukegan-North Chicago and all Chicago, Illinois territories; and East Chicago, Indiana territory.

g. CINCINNATI Zone–07

Includes Cincinnati, Dayton and Hamilton—Middletown, Ohio; and Covington— Newport, Kentucky territories.

h. CLEVELAND Zone–08

Includes all of Geauga, Lorain, and Medina County territories, Portage County (excluding the village of Mogadore), all Cleveland and Painesville, Ohio territories.

i. DALLAS/FORT WORTH Zone–09

Includes all of Dallas and Tarrant, Texas Counties.

j. DENVER Zone–10

Includes Denver and North Central, Colorado territories.



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k. DETROIT Zone–11

Includes all Detroit, Dearborn and Pontiac, Michigan territories.

l. HARTFORD Zone–12

Includes all of Hartford and New Haven Counties, and Bridgeport and Fairfield— Stratford, Connecticut territories.

m. HOUSTON Zone–13

Includes all of Chambers, Galveston and Harris, Texas Counties.

n. INDIANAPOLIS Zone–14

Includes all of Marion County, Indiana territory.

o. JACKSONVILLE Zone–15

Includes all of Jacksonville, Florida territory.

p. KANSAS CITY Zone–16

Includes all of Kansas City, Kansas; and Independence and all Kansas City, Missouri territories.

q. LITTLE ROCK Zone–17

Includes all of Pulaski County, Arkansas territory.

r. LOS ANGELES Zone–18

Includes all of Los Angeles and Orange Counties and also Riverside and San Bernardino, California territories.

s. LOUISVILLE Zone–19

Includes all of Jefferson County, Kentucky and New Albany and Jeffersonville, Indiana territories.

t. MEMPHIS Zone–20

Includes all of Shelby County, Tennessee territory.

u. MIAMI Zone–21

Includes Miami and Miami Beach, Florida territories.

v. MILWAUKEE Zone–22

Includes Kenosha; Milwaukee Metropolitan, Semisuburban, and Suburban, and Racine, Wisconsin territories.

w. MINNEAPOLIS/ST. PAUL Zone–23

Includes Minneapolis Metropolitan and Suburban, and St. Paul Metropolitan and Suburban, Minnesota territories.

x. NASHVILLE Zone–24

Includes all of Davidson County, Tennessee territory.

y. NEW ORLEANS Zone–25

Includes all of New Orleans, Louisiana territory.

z. NEW YORK CITY Zone–26

Includes all of New York City, Nassau and Westchester, New York Counties; all of Bergen, Essex, and Hudson Counties, Elizabeth, New Brunswick, Perth Amboy, and Plainfield, New Jersey territories; and Darien—Greenwich and Stamford, Connecticut territories.

aa. OKLAHOMA CITY Zone–27

Includes all of Oklahoma County, Oklahoma territory.

bb. OMAHA Zone–28

Includes all of Douglas and Sarpy, Nebraska Counties; and Council Bluffs, Iowa territory.

cc. PHOENIX Zone–29

Includes Mesa—Tempe and Phoenix, Arizona territories.

dd. PHILADELPHIA Zone–30

Includes Bucks County (Balance), Chester County (Balance), Delaware County (Balance), Montgomery County (Balance), Allentown—Bethlehem and all of Philadelphia, Pennsylvania territories; Wilmington, Delaware; and Camden, Camden Suburban, and Trenton, New Jersey territories.

ee. PITTSBURGH Zone–31

Includes all of Allegheny and Beaver Counties, Pennsylvania territories.

ff. PORTLAND Zone–32

Includes all of Portland, Portland Semisuburban, and Portland Suburban, Oregon, and Vancouver, Washington territories.

gg. RICHMOND Zone–33

Includes all of Richmond, Virginia territory.

hh. ST. LOUIS Zone–34

Includes all of St. Louis County, Missouri and East St. Louis, Illinois territories.

ii. SALT LAKE CITY Zone–35

Includes all of Salt Lake City County, Utah territory.

jj. SAN FRANCISCO Zone–36

Includes all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, and Santa Clara, California Counties.

kk. TULSA Zone–37

Includes all of Tulsa, Oklahoma territory.

2. Regional Zones

a. PACIFIC COAST Zone–40

Includes the states of California (excluding Los Angeles and San Francisco Zones), Oregon (excluding Portland Zone), and Washington (excluding Portland Zone).



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**TRUCKS, TRACTORS, AND TRAILERS**

b. MOUNTAIN Zone–41

Includes the states of Arizona (excluding Phoenix Zone), Colorado (excluding Denver Zone), Idaho, Montana, Nevada, New Mexico, Utah (excluding Salt Lake City Zone), and Wyoming.

c. MIDWEST Zone–42

Includes the states of Iowa (excluding Omaha Zone), Kansas (excluding Kansas City Zone), Missouri (excluding Kansas City and St. Louis Zones), Minnesota (excluding Minneapolis/St. Paul Zone), Nebraska (excluding Omaha Zone), North Dakota, South Dakota, and Wisconsin (excluding Milwaukee Zone).

d. SOUTHWEST Zone–43

Includes the states of Arkansas (excluding Little Rock Zone), Oklahoma (excluding Oklahoma City and Tulsa Zones), and Texas (excluding Dallas/Fort Worth and Houston Zones).

e. NORTH CENTRAL Zone–44

Includes the states of Illinois (excluding Chicago and St. Louis Zones), Indiana (excluding Chicago, Indianapolis, and Louisville Zones), Ohio (excluding Cincinnati and Cleveland Zones), and Michigan (excluding Detroit Zone).

f. MIDEAST Zone–45

Includes the states of Kentucky (excluding Cincinnati and Louisville Zones), Tennessee (excluding Memphis and Nashville Zones), and West Virginia.

g. GULF Zone–46

Includes the states of Alabama, Louisiana (excluding New Orleans Zone), and Mississippi.

h. SOUTHEAST Zone–47

Includes the states of Florida (excluding Jacksonville and Miami Zones), Georgia (excluding Atlanta Zone), North Carolina (excluding Charlotte Zone), South Carolina, and Virginia (excluding Baltimore/Washington and Richmond Zones).

i. EASTERN Zone–48

Includes the states of Delaware (excluding Philadelphia Zone), Maryland (excluding Baltimore/Washington Zone), New York (excluding Buffalo and New York City Zones), New Jersey (excluding New York City and Philadelphia Zones), and Pennsylvania (excluding Philadelphia and Pittsburgh Zones).

j. NEW ENGLAND Zone–49

Includes the states of Connecticut (excluding Hartford and New York City Zones), Maine, Massachusetts (excluding Boston Zone), New Hampshire, Rhode Island, and Vermont.

k. ALASKA Zone–50

Includes all of the state of Alaska.



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## COMMERCIAL AUTOMOBILE LIABILITY RATES
## $10/20 BODILY INJURY AND $10,000 PROPERTY DAMAGE—ZONE RATES
## ZONE 15 (JACKSONVILLE) COMBINATIONS

★

| ZONE | DESCRIPTION | CODE | NONFLEET | | FLEET | |
|---|---|---|---|---|---|---|
| | | | $10/20 BI | $10,000 PD | $10/20 BI | $10,000 PD |
| 01 | Atlanta | 301 | $3,349 | $ 978 | $2,344 | $685 |
| 02 | Baltimore/Washington | 302 | 3,302 | 964 | 2,311 | 675 |
| 03 | Boston | 303 | 3,529 | 1,030 | 2,470 | 721 |
| 04 | Buffalo | 304 | 3,302 | 964 | 2,311 | 675 |
| 05 | Charlotte | 305 | 3,349 | 978 | 2,344 | 685 |
| 06 | Chicago | 306 | 2,903 | 848 | 2,032 | 594 |
| 07 | Cincinnati | 307 | 2,903 | 848 | 2,032 | 594 |
| 08 | Cleveland | 308 | 2,903 | 848 | 2,032 | 594 |
| 09 | Dallas/Ft. Worth | 309 | 3,351 | 979 | 2,346 | 685 |
| 10 | Denver | 310 | 4,148 | 1,211 | 2,904 | 848 |
| 11 | Detroit | 311 | 2,903 | 848 | 2,032 | 594 |
| 12 | Hartford | 312 | 3,529 | 1,030 | 2,470 | 721 |
| 13 | Houston | 313 | 3,351 | 979 | 2,346 | 685 |
| 14 | Indianapolis | 314 | 2,903 | 848 | 2,032 | 594 |
| 15 | Jacksonville | 315 | 3,349 | 978 | 2,344 | 685 |
| 16 | Kansas City | 316 | 3,450 | 1,007 | 2,415 | 705 |
| 17 | Little Rock | 317 | 3,351 | 979 | 2,346 | 685 |
| 18 | Los Angeles | 318 | 3,739 | 1,092 | 2,617 | 764 |
| 19 | Louisville | 319 | 3,232 | 944 | 2,262 | 661 |
| 20 | Memphis | 320 | 3,232 | 944 | 2,262 | 661 |
| 21 | Miami | 321 | 3,349 | 978 | 2,344 | 685 |
| 22 | Milwaukee | 322 | 3,450 | 1,007 | 2,415 | 705 |
| 23 | Minneapolis/St. Paul | 323 | 3,450 | 1,007 | 2,415 | 705 |
| 24 | Nashville | 324 | 3,232 | 944 | 2,262 | 661 |
| 25 | New Orleans | 325 | 3,392 | 990 | 2,374 | 693 |
| 26 | New York City | 326 | 3,302 | 964 | 2,311 | 675 |
| 27 | Oklahoma City | 327 | 3,351 | 979 | 2,346 | 685 |
| 28 | Omaha | 328 | 3,450 | 1,007 | 2,415 | 705 |
| 29 | Phoenix | 329 | 4,148 | 1,211 | 2,904 | 848 |
| 30 | Philadelphia | 330 | 3,302 | 964 | 2,311 | 675 |
| 31 | Pittsburgh | 331 | 3,302 | 964 | 2,311 | 675 |
| 32 | Portland | 332 | 3,739 | 1,092 | 2,617 | 764 |
| 33 | Richmond | 333 | 3,349 | 978 | 2,344 | 685 |
| 34 | St. Louis | 334 | 3,450 | 1,007 | 2,415 | 705 |
| 35 | Salt Lake City | 335 | 4,148 | 1,211 | 2,904 | 848 |
| 36 | San Francisco | 336 | 3,739 | 1,092 | 2,617 | 764 |
| 37 | Tulsa | 337 | 3,351 | 979 | 2,346 | 685 |
| 40 | Pacific | 340 | 3,838 | 1,121 | 2,687 | 785 |
| 41 | Mountain | 341 | 4,255 | 1,243 | 2,979 | 870 |
| 42 | Midwest | 342 | 3,542 | 1,034 | 2,479 | 724 |
| 43 | Southwest | 343 | 3,441 | 1,005 | 2,409 | 704 |
| 44 | North Central | 344 | 2,979 | 870 | 2,085 | 609 |
| 45 | Mideast | 345 | 3,318 | 969 | 2,323 | 678 |
| 46 | Gulf | 346 | 3,479 | 1,016 | 2,435 | 711 |
| 47 | Southeast | 347 | 3,437 | 1,003 | 2,406 | 702 |
| 48 | Eastern | 348 | 3,387 | 989 | 2,371 | 692 |
| 49 | New England | 349 | 3,621 | 1,057 | 2,535 | 740 |

**Note:** For eligible insureds, rated under Rule 46, to determine the separate BI and PIP premiums, the following percentages shall be applied to the $10,000/20,000 bodily injury premium determined from the zone rating table for the appropriate zone rating combination:

| | |
|---|---|
| Bodily Injury Liability | 87% of the 10/20 BI Premium |
| Personal Injury Protection | 9% of the 10/20 BI Premium |



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**TRUCKS, TRACTORS, AND TRAILERS**

## COMMERCIAL AUTOMOBILE LIABILITY RATES
## $10/20 BODILY INJURY AND $10,000 PROPERTY DAMAGE—ZONE RATES
## ZONE 21 (MIAMI) COMBINATIONS

| ZONE | DESCRIPTION | CODE | NONFLEET | | FLEET | |
|---|---|---|---|---|---|---|
| | | | $10/20 BI | $10,000 PD | $10/20 BI | $10,000 PD |
| 01 | Atlanta | 401 | $3,349 | $ 978 | $2,344 | $685 |
| 02 | Baltimore/Washington | 402 | 3,302 | 964 | 2,311 | 675 |
| 03 | Boston | 403 | 3,529 | 1,030 | 2,470 | 721 |
| 04 | Buffalo | 404 | 3,302 | 964 | 2,311 | 675 |
| 05 | Charlotte | 405 | 3,349 | 978 | 2,344 | 685 |
| 06 | Chicago | 406 | 2,903 | 848 | 2,032 | 594 |
| 07 | Cincinnati | 407 | 2,903 | 848 | 2,032 | 594 |
| 08 | Cleveland | 408 | 2,903 | 848 | 2,032 | 594 |
| 09 | Dallas/Ft. Worth | 409 | 3,351 | 979 | 2,346 | 685 |
| 10 | Denver | 410 | 4,148 | 1,211 | 2,904 | 848 |
| 11 | Detroit | 411 | 2,903 | 848 | 2,032 | 594 |
| 12 | Hartford | 412 | 3,529 | 1,030 | 2,470 | 721 |
| 13 | Houston | 413 | 3,351 | 979 | 2,346 | 685 |
| 14 | Indianapolis | 414 | 2,903 | 848 | 2,032 | 594 |
| 15 | Jacksonville | 415 | 3,349 | 978 | 2,344 | 685 |
| 16 | Kansas City | 416 | 3,450 | 1,007 | 2,415 | 705 |
| 17 | Little Rock | 417 | 3,351 | 979 | 2,346 | 685 |
| 18 | Los Angeles | 418 | 3,739 | 1,092 | 2,617 | 764 |
| 19 | Louisville | 419 | 3,232 | 944 | 2,262 | 661 |
| 20 | Memphis | 420 | 3,232 | 944 | 2,262 | 661 |
| 21 | Miami | 421 | 3,349 | 978 | 2,344 | 685 |
| 22 | Milwaukee | 422 | 3,450 | 1,007 | 2,415 | 705 |
| 23 | Minneapolis/St. Paul | 423 | 3,450 | 1,007 | 2,415 | 705 |
| 24 | Nashville | 424 | 3,232 | 944 | 2,262 | 661 |
| 25 | New Orleans | 425 | 3,392 | 990 | 2,374 | 693 |
| 26 | New York City | 426 | 3,302 | 964 | 2,311 | 675 |
| 27 | Oklahoma City | 427 | 3,351 | 979 | 2,346 | 685 |
| 28 | Omaha | 428 | 3,450 | 1,007 | 2,415 | 705 |
| 29 | Phoenix | 429 | 4,148 | 1,211 | 2,904 | 848 |
| 30 | Philadelphia | 430 | 3,302 | 964 | 2,311 | 675 |
| 31 | Pittsburgh | 431 | 3,302 | 964 | 2,311 | 675 |
| 32 | Portland | 432 | 3,739 | 1,092 | 2,617 | 764 |
| 33 | Richmond | 433 | 3,349 | 978 | 2,344 | 685 |
| 34 | St. Louis | 434 | 3,450 | 1,007 | 2,415 | 705 |
| 35 | Salt Lake City | 435 | 4,148 | 1,211 | 2,904 | 848 |
| 36 | San Francisco | 436 | 3,739 | 1,092 | 2,617 | 764 |
| 37 | Tulsa | 437 | 3,351 | 979 | 2,346 | 685 |
| 40 | Pacific | 440 | 3,838 | 1,121 | 2,687 | 785 |
| 41 | Mountain | 441 | 4,255 | 1,243 | 2,979 | 870 |
| 42 | Midwest | 442 | 3,542 | 1,034 | 2,479 | 724 |
| 43 | Southwest | 443 | 3,441 | 1,005 | 2,409 | 704 |
| 44 | North Central | 444 | 2,979 | 870 | 2,085 | 609 |
| 45 | Mideast | 445 | 3,318 | 969 | 2,323 | 678 |
| 46 | Gulf | 446 | 3,479 | 1,016 | 2,435 | 711 |
| 47 | Southeast | 447 | 3,437 | 1,003 | 2,406 | 702 |
| 48 | Eastern | 448 | 3,387 | 989 | 2,371 | 692 |
| 49 | New England | 449 | 3,621 | 1,057 | 2,535 | 740 |

**Note**: For eligible insureds, rated under Rule 46, to determine the separate BI and PIP premiums, the following percentages shall be applied to the $10,000/20,000 bodily injury premium determined from the zone rating table for the appropriate zone rating combination:

| | |
|---|---|
| Bodily Injury Liability | 87% of the 10/20 BI Premium |
| Personal Injury Protection | 9% of the 10/20 BI Premium |



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## COMMERCIAL AUTOMOBILE LIABILITY RATES
## $10/20 BODILY INJURY AND $10,000 PROPERTY DAMAGE—ZONE RATES
## ZONE 47 (SOUTHEAST) COMBINATIONS

| ZONE | DESCRIPTION | CODE | NONFLEET | | FLEET | |
|---|---|---|---|---|---|---|
| | | | $10/20 BI | $10,000 PD | $10/20 BI | $10,000 PD |
| 01 | Atlanta | 901 | $3,437 | $1,003 | $2,406 | $702 |
| 02 | Baltimore/Washington | 902 | 3,387 | 989 | 2,371 | 692 |
| 03 | Boston | 903 | 3,621 | 1,057 | 2,535 | 740 |
| 04 | Buffalo | 904 | 3,387 | 989 | 2,371 | 692 |
| 05 | Charlotte | 905 | 3,437 | 1,003 | 2,406 | 702 |
| 06 | Chicago | 906 | 2,979 | 870 | 2,085 | 609 |
| 07 | Cincinnati | 907 | 2,979 | 870 | 2,085 | 609 |
| 08 | Cleveland | 908 | 2,979 | 870 | 2,085 | 609 |
| 09 | Dallas/Ft. Worth | 909 | 3,441 | 1,005 | 2,409 | 704 |
| 10 | Denver | 910 | 4,255 | 1,243 | 2,979 | 870 |
| 11 | Detroit | 911 | 2,979 | 870 | 2,085 | 609 |
| 12 | Hartford | 912 | 3,621 | 1,057 | 2,535 | 740 |
| 13 | Houston | 913 | 3,441 | 1,005 | 2,409 | 704 |
| 14 | Indianapolis | 914 | 2,979 | 870 | 2,085 | 609 |
| 15 | Jacksonville | 915 | 3,437 | 1,003 | 2,406 | 702 |
| 16 | Kansas City | 916 | 3,542 | 1,034 | 2,479 | 724 |
| 17 | Little Rock | 917 | 3,441 | 1,005 | 2,409 | 704 |
| 18 | Los Angeles | 918 | 3,838 | 1,121 | 2,687 | 785 |
| 19 | Louisville | 919 | 3,318 | 969 | 2,323 | 678 |
| 20 | Memphis | 920 | 3,318 | 969 | 2,323 | 678 |
| 21 | Miami | 921 | 3,437 | 1,003 | 2,406 | 702 |
| 22 | Milwaukee | 922 | 3,542 | 1,034 | 2,479 | 724 |
| 23 | Minneapolis/St. Paul | 923 | 3,542 | 1,034 | 2,479 | 724 |
| 24 | Nashville | 924 | 3,318 | 969 | 2,323 | 678 |
| 25 | New Orleans | 925 | 3,479 | 1,016 | 2,435 | 711 |
| 26 | New York City | 926 | 3,387 | 989 | 2,371 | 692 |
| 27 | Oklahoma City | 927 | 3,441 | 1,005 | 2,409 | 704 |
| 28 | Omaha | 928 | 3,542 | 1,034 | 2,479 | 724 |
| 29 | Phoenix | 929 | 4,255 | 1,243 | 2,979 | 870 |
| 30 | Philadelphia | 930 | 3,387 | 989 | 2,371 | 692 |
| 31 | Pittsburgh | 931 | 3,387 | 989 | 2,371 | 692 |
| 32 | Portland | 932 | 3,838 | 1,121 | 2,687 | 785 |
| 33 | Richmond | 933 | 3,437 | 1,003 | 2,406 | 702 |
| 34 | St. Louis | 934 | 3,542 | 1,034 | 2,479 | 724 |
| 35 | Salt Lake City | 935 | 4,255 | 1,243 | 2,979 | 870 |
| 36 | San Francisco | 936 | 3,838 | 1,121 | 2,687 | 785 |
| 37 | Tulsa | 937 | 3,441 | 1,005 | 2,409 | 704 |
| 40 | Pacific | 940 | 3,937 | 1,150 | 2,756 | 805 |
| 41 | Mountain | 941 | 4,365 | 1,275 | 3,056 | 893 |
| 42 | Midwest | 942 | 3,632 | 1,060 | 2,542 | 742 |
| 43 | Southwest | 943 | 3,529 | 1,030 | 2,470 | 721 |
| 44 | North Central | 944 | 3,055 | 892 | 2,139 | 624 |
| 45 | Mideast | 945 | 3,403 | 994 | 2,382 | 696 |
| 46 | Gulf | 946 | 3,569 | 1,042 | 2,498 | 729 |
| 47 | Southeast | 947 | 3,524 | 1,029 | 2,467 | 720 |
| 48 | Eastern | 948 | 3,475 | 1,015 | 2,433 | 711 |
| 49 | New England | 949 | 3,713 | 1,084 | 2,599 | 759 |

**Note**: For eligible insureds, rated under Rule 46, to determine the separate BI and PIP premiums, the following percentage shall be applied to the $10,000/20,000 bodily injury premium determined from the zone rating table for the appropriate zone rating combination:

| | |
|---|---|
| Bodily Injury Liability | 87% of the 10/20 BI Premium |
| Personal Injury Protection | 9% of the 10/20 BI Premium |



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## Rule 47. LIGHT TRUCKS—PHYSICAL DAMAGE

A. **Eligibility**

A motor vehicle of the truck type with a gross vehicle weight of 10,000 pounds or less shall be classified and rated as light trucks.

NOTES 1: Such vehicles equipped with a fifth wheel or coupling for towing trailers, auto homes, or similar type vehicles shall not be classified as light trucks.

2: Wreckers are not eligible for physical damage coverage.

3: Attach the appropriate Customizing Equipment Exclusion endorsement unless coverage for customization is requested by the insured. If requested, attach the appropriate Customizing Equipment Coverage endorsement.

B. **Premium Development**

1. Determine the territory based on the street address of principal garaging.
2. Determine whether the risk is classified as fleet or nonfleet according to the trucks, tractors, and trailers Classifications Rule 43.
3. Determine the fleet or nonfleet physical damage base rates from the appropriate rate schedule based on the territory determined above.
4. Multiply the base rates above by the Original Cost New factor determined from the appropriate rating factor table (located after the base rate schedule).

   **Note:** Vehicles with Customized Equipment

   If the insured requests coverage for customized equipment, add the Original Cost New of the customized equipment to the Original Cost New of the auto.

   Such Original Cost New is to be verified by the submission of the original bill of sale or a written appraisal from a qualified source and two clear photos from different angles that are not more than 60 days old from the effective date of the application. Thereafter not more than a 30-day old photo must be submitted every two years at least 60 days prior to renewal.
5. Multiply the rates determined above by the appropriate age factor determined from the appropriate rating factor table (located after the base rate schedule). Round to the nearest whole dollar.

   NOTE 1: For the purpose of this definition, the current model year shall change effective October 1st of each calendar year regardless of actual introductory dates of the several makes and models.

   NOTE 2: For rebuilt or structurally altered autos, the age of the chassis determines the age of the auto.
6. For deductible options, refer to paragraph C below.
7. Determine the applicable primary rating factor according to the trucks, tractors, and trailers Classifications Rule 43.
8. Determine the applicable secondary rating factor according to trucks, tractors, and trailers Classifications Rule 43.
9. Determine the combined rating factor by adding the secondary rating factor to or subtracting it from the primary rating factor.
10. Multiply the rates determined above by the combined rating factor.
11. If additional charges apply, refer to Rule 24.

C. **Deductible Options—Comprehensive and Collision Coverage**

1. $250 Comprehensive Deductible—Charge the rate determined in paragraph B above.
2. $500 Collision Deductible—Charge the rate determined in paragraph B above.
3. $250, $500, and $1,000 Deductibles are determined as follows:

   a. Determine the $15,000–$20,000 Original Cost New $250 deductible comprehensive or $500 deductible collision rate shown on the rate schedules for the applicable age group.

   b. Multiply the rate determined in a above by the following factor for the applicable deductible:

| Deductible Amount | Comprehensive Factor | Collision Factor |
|---|---|---|
| $ 250 | — | 0.075 |
| 500 | 0.061 | — |
| 1000 | 0.171 | 0.169 |

   c. For $500 and $1000 comprehensive rates and $1000 collision rates, subtract the amount determined in b above from the applicable deductible rate determined in paragraph B above.

   For $250 collision rate, add the amount determined in b above to the applicable $500 deductible rate determined in paragraph B above.

## Rule 48. INCREASED LIMITS

A. The increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates shown in this Manual to determine the premium for other limits:



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**Table 1**

**Light and Medium Trucks**

| BI Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law* |
|---|---|---|
| 10/20 | 1.00 | 1.00 |
| 15/30 | 1.16 | 1.13 |
| 25/50 | 1.42 | 1.35 |
| 50/100 | 1.86 | 1.65 |
| 100/300 | 2.52 | 2.07 |

**Heavy Trucks and Truck-Tractors**

| BI Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law* |
|---|---|---|
| 10/20 | 1.00 | 1.00 |
| 15/30 | 1.16 | 1.13 |
| 25/50 | 1.42 | 1.35 |
| 50/100 | 1.86 | 1.68 |
| 100/300 | 2.59 | 2.16 |

**Extra Heavy Trucks and Truck-Tractors**

| BI Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law* |
|---|---|---|
| 10/20 | 1.00 | 1.00 |
| 15/30 | 1.16 | 1.12 |
| 25/50 | 1.41 | 1.37 |
| 50/100 | 1.86 | 1.72 |
| 100/300 | 2.67 | 2.28 |

**Trucks, Tractors, and Trailers Zone Rated**

| BI Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law* |
|---|---|---|
| 10/20 | 1.00 | 1.00 |
| 15/30 | 1.17 | 1.17 |
| 25/50 | 1.44 | 1.44 |
| 50/100 | 1.87 | 1.87 |
| 100/300 | 2.58 | 2.58 |

**Trailers Not Zone Rated and All Other Risks**

| BI Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law* |
|---|---|---|
| 10/20 | 1.00 | 1.00 |
| 15/30 | 1.17 | 1.15 |
| 25/50 | 1.45 | 1.37 |
| 50/100 | 1.92 | 1.70 |
| 100/300 | 2.68 | 2.16 |

***Note:** Where rates displayed are for vehicles subject to Florida Motor Vehicle No-Fault Law, before application of factors adjust applicable BI rate by appropriate factor shown in Manual for vehicles not subject to Florida Motor Vehicle No-Fault Law.

**Table 2**

| PD Limits | Trucks, Tractors, and Trailers | Zone Rated Risks | All Other Risks |
|---|---|---|---|
| $10,000 | 1.00 | 1.00 | 1.00 |
| 25,000 | 1.11 | 1.15 | 1.13 |
| 50,000 | 1.30 | 1.40 | 1.34 |

B. The single limit increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates to determine the premium for the single limit shown.

**Note:** Section 627.7415 of the Florida Statutes requires that the following single limits of liability be written as a minimum for the indicated GVW or GCW. Additionally, vehicles with a GVW less than 26,000 lbs. that have three or more axles must carry at least $50,000 CSL.

| GVW or GCW | Minimum Limits |
|---|---|
| 26,000–34,999 lbs | $ 50,000 CSL |
| 35,000–43,999 lbs | 100,000 CSL |
| 44,000 and Higher | 300,000 CSL |

**Table 3**

**Light and Medium Trucks**

| Single Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law (See Note 3) |
|---|---|---|
| $ 30,000 | 1.22 | 1.19 |
| 50,000 | 1.45 | 1.35 |
| 100,000 | 1.79 | 1.59 |
| 300,000 | 2.36 | 1.93 |
| *750,000 | 2.90 | 2.20 |
| *1,000,000 | 3.08 | 2.29 |
| *5,000,000 | 4.49 | 2.87 |

**Heavy Trucks and Truck-Tractors**

| Single Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law (See Note 3) |
|---|---|---|
| $ 30,000 | 1.22 | 1.19 |
| 50,000 | 1.44 | 1.37 |
| 100,000 | 1.80 | 1.61 |
| 300,000 | 2.46 | 2.03 |
| *750,000 | 3.13 | 2.40 |
| *1,000,000 | 3.38 | 2.54 |
| *5,000,000 | 5.52 | 3.57 |



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**TRUCKS, TRACTORS, AND TRAILERS**

**Extra Heavy Trucks and Truck-Tractors**

| Single Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law (See Note 3) |
|---|---|---|
| $ 30,000 | 1.22 | 1.20 |
| 50,000 | 1.44 | 1.39 |
| 100,000 | 1.82 | 1.66 |
| 300,000 | 2.58 | 2.16 |
| *750,000 | 3.43 | 2.65 |
| *1,000,000 | 3.76 | 2.83 |
| *5,000,000 | 6.96 | 4.45 |

**Trucks, Tractors, and Trailers Zone Rated**

| Single Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law (See Note 3) |
|---|---|---|
| $ 30,000 | 1.24 | 1.24 |
| 50,000 | 1.46 | 1.46 |
| 100,000 | 1.81 | 1.81 |
| 300,000 | 2.44 | 2.44 |
| *750,000 | 3.05 | 3.05 |
| *1,000,000 | 3.28 | 3.28 |
| *5,000,000 | 5.22 | 5.22 |

**Private Passenger**

| Single Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|---|
| $ 30,000 | 1.53 | 1.31 |
| 50,000 | 1.86 | 1.48 |
| 100,000 | 2.14 | 1.63 |
| 300,000 | 2.68 | 1.92 |
| *750,000 | 3.12 | 2.16 |
| *1,000,000 | 3.34 | 2.27 |
| *5,000,000 | 4.67 | 2.99 |

**Trailers Not Zone Rated and All Other Risks**

| Single Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law (See Note 3) |
|---|---|---|
| $ 30,000 | 1.25 | 1.20 |
| 50,000 | 1.48 | 1.38 |
| 100,000 | 1.85 | 1.63 |
| 300,000 | 2.53 | 2.01 |
| *750,000 | 3.14 | 2.31 |
| *1,000,000 | 3.33 | 2.42 |
| *5,000,000 | 4.92 | 3.11 |

*NOTE (1) Limits of $750,000, $1,000,000, and $5,000,000 available only for vehicles subject to the Motor Carrier Act of 1980 or the Bus Regulatory Reform Act of 1982.

*NOTE (2) Submit completed supplemental Application for Motor Carrier Act of 1980.

NOTE (3) Where rates displayed are for vehicles subject to Florida Motor Vehicle No-Fault Law, before application of factors, adjust applicable BI rate by appropriate factor shown in Manual for vehicles not subject to Florida Motor Vehicle No-Fault Law.

## Rule 49. RESERVED FOR FUTURE USE



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## COMMERCIAL AUTOMOBILE LIABILITY RATES

### For Limits of $10,000/20,000 BI and $10,000 PD and Personal Injury Protection

### TRUCKS, TRACTORS AND TRAILERS SUBJECT TO THE NO-FAULT LAW
### BASE PREMIUMS—MULTIPLY BY RATING FACTOR
### NONFLEET

| Territory | $10/20 BI | $10,000 PD | PIP |
|---|---|---|---|
| **05** | $1,172 | $342 | $ 765 |
| **06** | 1,349 | 394 | 918 |
| **07** | 1,470 | 429 | 960 |
| **10** | 883 | 258 | 431 |
| **12** | 856 | 250 | 529 |
| **14** | 1,347 | 393 | 1,002 |
| **15** | 1,943 | 567 | 2,268 |
| **19** | 1,627 | 475 | 1,197 |
| **20** | 1,381 | 403 | 918 |
| **23** | 797 | 233 | 417 |
| **32** | 702 | 205 | 431 |
| **33** | 1,288 | 376 | 1,099 |
| **34** | 1,527 | 446 | 1,419 |
| **35** | 1,366 | 399 | 932 |
| **36** | 994 | 290 | 529 |
| **37** | 956 | 279 | 501 |
| **38** | 956 | 279 | 501 |
| **39** | 797 | 233 | 682 |
| **40** | 715 | 209 | 473 |
| **41** | 694 | 203 | 557 |
| **42** | 945 | 276 | 598 |
| **43** | 1,000 | 292 | 668 |
| **44** | 845 | 247 | 626 |
| **45** | 678 | 198 | 487 |
| **46** | 717 | 209 | 515 |
| **47** | 729 | 213 | 390 |
| **48** | 1,028 | 300 | 501 |
| **49** | 849 | 248 | 584 |
| **51** | 699 | 204 | 640 |
| **52** | 1,075 | 314 | 779 |
| **53** | 758 | 221 | 598 |
| **54** | 1,290 | 377 | 1,016 |
| **55** | 715 | 209 | 682 |
| **56** | 690 | 201 | 515 |
| **57** | 864 | 252 | 584 |
| **58** | 1,102 | 322 | 668 |
| **59** | 760 | 222 | 598 |
| **60** | 729 | 213 | 557 |
| **61** | 778 | 227 | 557 |
| **62** | 753 | 220 | 487 |
| **63** | 786 | 230 | 668 |
| **64** | 627 | 183 | 515 |
| **65** | 774 | 226 | 515 |
| **66** | 951 | 278 | 571 |
| **67** | 758 | 221 | 417 |
| **68** | 694 | 203 | 473 |
| **69** | 656 | 192 | 543 |
| **70** | 679 | 198 | 557 |
| **71** | 535 | 156 | 473 |
| **72** | 636 | 186 | 501 |
| **73** | 679 | 198 | 543 |
| **74** | 631 | 184 | 543 |
| **75** | 739 | 216 | 543 |
| **76** | 800 | 234 | 501 |
| **77** | 674 | 197 | 543 |
| **78** | 773 | 226 | 543 |
| **79** | 717 | 209 | 543 |
| **80** | 702 | 205 | 543 |
| **81** | 730 | 213 | 529 |
| **82** | 711 | 208 | 543 |
| **83** | 722 | 211 | 543 |
| **84** | 688 | 201 | 557 |
| **85** | 796 | 232 | 571 |
| **86** | 722 | 211 | 543 |
| **87** | 620 | 181 | 543 |
| **88** | 789 | 230 | 543 |
| **89** | 737 | 215 | 543 |
| **90** | 671 | 196 | 543 |
| **91** | 776 | 226 | 571 |
| **92** | 765 | 223 | 543 |
| **93** | 989 | 289 | 543 |
| **94** | 781 | 228 | 598 |
| **95** | 972 | 284 | 668 |
| **96** | 702 | 205 | 543 |



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## COMMERCIAL AUTOMOBILE LIABILITY RATES

### For Limits of $10,000/20,000 BI and $10,000 PD and Personal Injury Protection

### TRUCKS, TRACTORS AND TRAILERS SUBJECT TO THE NO-FAULT LAW
### BASE PREMIUMS—MULTIPLY BY RATING FACTOR
### FLEET

| Territory | $10/20 BI | $10,000 PD | PIP |
|---|---|---|---|
| **05** | $1,289 | $376 | $ 765 |
| **06** | 1,484 | 433 | 918 |
| **07** | 1,617 | 472 | 960 |
| **10** | 971 | 284 | 431 |
| **12** | 942 | 275 | 529 |
| **14** | 1,482 | 432 | 1,002 |
| **15** | 2,137 | 624 | 2,268 |
| **19** | 1,790 | 523 | 1,197 |
| **20** | 1,519 | 443 | 918 |
| **23** | 877 | 256 | 417 |
| **32** | 772 | 226 | 431 |
| **33** | 1,417 | 414 | 1,099 |
| **34** | 1,680 | 491 | 1,419 |
| **35** | 1,503 | 439 | 932 |
| **36** | 1,093 | 319 | 529 |
| **37** | 1,052 | 307 | 501 |
| **38** | 1,052 | 307 | 501 |
| **39** | 877 | 256 | 682 |
| **40** | 787 | 230 | 473 |
| **41** | 763 | 223 | 557 |
| **42** | 1,040 | 304 | 598 |
| **43** | 1,100 | 321 | 668 |
| **44** | 930 | 272 | 626 |
| **45** | 746 | 218 | 487 |
| **46** | 789 | 230 | 515 |
| **47** | 802 | 234 | 390 |
| **48** | 1,131 | 330 | 501 |
| **49** | 934 | 273 | 584 |
| **51** | 769 | 224 | 640 |
| **52** | 1,183 | 345 | 779 |
| **53** | 834 | 243 | 598 |
| **54** | 1,419 | 415 | 1,016 |
| **55** | 787 | 230 | 682 |
| **56** | 759 | 221 | 515 |
| **57** | 950 | 277 | 584 |
| **58** | 1,212 | 354 | 668 |
| **59** | 836 | 244 | 598 |
| **60** | 802 | 234 | 557 |
| **61** | 856 | 250 | 557 |
| **62** | 828 | 242 | 487 |
| **63** | 865 | 253 | 668 |
| **64** | 690 | 201 | 515 |
| **65** | 851 | 249 | 515 |
| **66** | 1,046 | 306 | 571 |
| **67** | 834 | 243 | 417 |
| **68** | 763 | 223 | 473 |
| **69** | 722 | 211 | 543 |
| **70** | 747 | 218 | 557 |
| **71** | 589 | 172 | 473 |
| **72** | 700 | 205 | 501 |
| **73** | 747 | 218 | 543 |
| **74** | 694 | 202 | 543 |
| **75** | 813 | 238 | 543 |
| **76** | 880 | 257 | 501 |
| **77** | 741 | 217 | 543 |
| **78** | 850 | 249 | 543 |
| **79** | 789 | 230 | 543 |
| **80** | 772 | 226 | 543 |
| **81** | 803 | 234 | 529 |
| **82** | 782 | 229 | 543 |
| **83** | 794 | 232 | 543 |
| **84** | 757 | 221 | 557 |
| **85** | 876 | 255 | 571 |
| **86** | 794 | 232 | 543 |
| **87** | 682 | 199 | 543 |
| **88** | 868 | 253 | 543 |
| **89** | 811 | 237 | 543 |
| **90** | 738 | 216 | 543 |
| **91** | 854 | 249 | 571 |
| **92** | 842 | 245 | 543 |
| **93** | 1,088 | 318 | 543 |
| **94** | 859 | 251 | 598 |
| **95** | 1,069 | 312 | 668 |
| **96** | 772 | 226 | 543 |



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## COMMERCIAL AUTOMOBILE
## UNINSURED MOTORISTS COVERAGE

### VEHICLES SUBJECT TO THE NO-FAULT LAW

| Split Limits | Single Limit | Territories 14, 15, 33 | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| | | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $168 | $233 | $151 | $117 | $146 | $105 |
| 15,000/30,000 | | 239 | 304 | 215 | 188 | 235 | 169 |
| 30,000/30,000 | $ 30,000 | 280 | 345 | 252 | 229 | 286 | 206 |
| 25,000/50,000 | | 287 | 352 | 258 | 236 | 295 | 212 |
| 50,000/50,000 | 50,000 | 324 | 389 | 292 | 273 | 341 | 246 |
| 50,000/100,000 | | 335 | 400 | 302 | 284 | 355 | 256 |
| 100,000/100,000 | 100,000 | 351 | 416 | 316 | 300 | 375 | 270 |
| 100,000/300,000 | | 389 | 454 | 350 | 338 | 423 | 304 |
| 300,000/300,000 | 300,000 | 411 | 476 | 370 | 360 | 450 | 324 |
| 750,000/750,000 | 750,000 | 455 | 520 | 410 | 404 | 505 | 364 |
| 1,000,000/1,000,000 | 1,000,000 | 485 | 550 | 437 | 434 | 543 | 391 |
| 5,000,000/5,000,000 | 5,000,000 | 665 | 730 | 584 | 614 | 768 | 553 |

| Split Limits | Single Limit | All Other Territories | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| | | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $168 | $233 | $151 | $117 | $146 | $105 |
| 15,000/30,000 | | 206 | 271 | 185 | 155 | 194 | 140 |
| 30,000/30,000 | $ 30,000 | 229 | 294 | 206 | 178 | 223 | 160 |
| 25,000/50,000 | | 233 | 298 | 210 | 182 | 228 | 164 |
| 50,000/50,000 | 50,000 | 253 | 318 | 228 | 202 | 253 | 182 |
| 50,000/100,000 | | 259 | 324 | 233 | 208 | 260 | 187 |
| 100,000/100,000 | 100,000 | 268 | 333 | 241 | 217 | 271 | 195 |
| 100,000/300,000 | | 288 | 353 | 259 | 237 | 296 | 213 |
| 300,000/300,000 | 300,000 | 300 | 365 | 270 | 249 | 311 | 224 |
| 750,000/750,000 | 750,000 | 325 | 390 | 293 | 274 | 343 | 247 |
| 1,000,000/1,000,000 | 1,000,000 | 341 | 406 | 307 | 290 | 363 | 261 |
| 5,000,000/5,000,000 | 5,000,000 | 439 | 504 | 395 | 388 | 485 | 349 |



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**TRUCKS, TRACTORS, AND TRAILERS**

## COMMERCIAL AUTOMOBILE
## UNINSURED MOTORISTS COVERAGE

### VEHICLES NOT SUBJECT TO THE NO-FAULT LAW

| Split Limits | Single Limit | Territories 14, 15, 33 | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| | | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $198 | $263 | $198 | $137 | $171 | $137 |
| 15,000/30,000 | | 269 | 334 | 269 | 208 | 260 | 208 |
| 30,000/30,000 | $ 30,000 | 310 | 375 | 310 | 249 | 311 | 249 |
| 25,000/50,000 | | 317 | 382 | 317 | 256 | 320 | 256 |
| 50,000/50,000 | 50,000 | 354 | 419 | 354 | 293 | 366 | 293 |
| 50,000/100,000 | | 365 | 430 | 365 | 304 | 380 | 304 |
| 100,000/100,000 | 100,000 | 381 | 446 | 381 | 320 | 400 | 320 |
| 100,000/300,000 | | 419 | 484 | 419 | 358 | 448 | 358 |
| 300,000/300,000 | 300,000 | 441 | 506 | 441 | 380 | 475 | 380 |
| 750,000/750,000 | 750,000 | 485 | 550 | 485 | 424 | 530 | 424 |
| 1,000,000/1,000,000 | 1,000,000 | 515 | 580 | 515 | 454 | 568 | 454 |
| 5,000,000/5,000,000 | 5,000,000 | 695 | 760 | 695 | 634 | 793 | 634 |

| Split Limits | Single Limit | All Other Territories | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| | | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $198 | $263 | $198 | $137 | $171 | $137 |
| 15,000/30,000 | | 236 | 301 | 236 | 175 | 219 | 175 |
| 30,000/30,000 | $ 30,000 | 259 | 324 | 259 | 198 | 248 | 198 |
| 25,000/50,000 | | 263 | 328 | 263 | 202 | 253 | 202 |
| 50,000/50,000 | 50,000 | 283 | 348 | 283 | 222 | 278 | 222 |
| 50,000/100,000 | | 289 | 354 | 289 | 228 | 285 | 228 |
| 100,000/100,000 | 100,000 | 298 | 363 | 298 | 237 | 296 | 237 |
| 100,000/300,000 | | 318 | 383 | 318 | 257 | 321 | 257 |
| 300,000/300,000 | 300,000 | 330 | 395 | 330 | 269 | 336 | 269 |
| 750,000/750,000 | 750,000 | 355 | 420 | 355 | 294 | 368 | 294 |
| 1,000,000/1,000,000 | 1,000,000 | 371 | 436 | 371 | 310 | 388 | 310 |
| 5,000,000/5,000,000 | 5,000,000 | 469 | 534 | 469 | 408 | 510 | 408 |



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## PHYSICAL DAMAGE BASE RATES—LIGHT TRUCKS

**$250 Deductible Comprehensive and $500 Deductible Collision, $15,001 to $20,000 OCN, Current Model Year**

**NONFLEET**

| Territory | Comprehensive | Collision |
|---|---|---|
| 05 | $752 | $ 955 |
| 06 | 596 | 902 |
| 07 | 771 | 1,057 |
| 10 | 686 | 922 |
| 12 | 482 | 873 |
| 14 | 927 | 1,163 |
| 15 | 889 | 1,167 |
| 19 | 837 | 1,167 |
| 20 | 553 | 975 |
| 23 | 624 | 1,020 |
| 32 | 624 | 800 |
| 33 | 799 | 1,089 |
| 34 | 761 | 1,073 |
| 35 | 785 | 1,102 |
| 36 | 615 | 1,036 |
| 37 | 690 | 1,044 |
| 38 | 690 | 1,044 |
| 39 | 657 | 898 |
| 40 | 643 | 938 |
| 41 | 747 | 763 |
| 42 | 794 | 885 |
| 43 | 610 | 959 |
| 44 | 549 | 775 |
| 45 | 662 | 869 |
| 46 | 558 | 1,097 |
| 47 | 620 | 702 |
| 48 | 662 | 889 |
| 49 | 705 | 849 |
| 51 | 610 | 918 |
| 52 | 653 | 930 |
| 53 | 780 | 865 |
| 54 | 917 | 889 |
| 55 | 766 | 979 |
| 56 | 549 | 759 |
| 57 | 653 | 861 |
| 58 | 847 | 946 |
| 59 | 615 | 783 |
| 60 | 752 | 955 |
| 61 | 662 | 1,020 |
| 62 | 705 | 1,146 |
| 63 | 936 | 991 |
| 64 | 790 | 804 |
| 65 | 842 | 1,391 |
| 66 | 828 | 1,024 |
| 67 | 856 | 991 |
| 68 | 785 | 849 |
| 69 | 837 | 930 |
| 70 | 705 | 910 |
| 71 | 638 | 783 |
| 72 | 724 | 1,036 |
| 73 | 818 | 1,016 |
| 74 | 648 | 885 |
| 75 | 638 | 1,114 |
| 76 | 591 | 951 |
| 77 | 714 | 1,077 |
| 78 | 695 | 1,126 |
| 79 | 681 | 1,220 |
| 80 | 690 | 1,371 |
| 81 | 709 | 1,020 |
| 82 | 714 | 979 |
| 83 | 794 | 1,073 |
| 84 | 714 | 922 |

**FLEET**

| Territory | Comprehensive | Collision |
|---|---|---|
| 05 | $526 | $ 860 |
| 06 | 417 | 812 |
| 07 | 540 | 951 |
| 10 | 480 | 830 |
| 12 | 337 | 786 |
| 14 | 649 | 1,047 |
| 15 | 622 | 1,050 |
| 19 | 586 | 1,050 |
| 20 | 387 | 878 |
| 23 | 437 | 918 |
| 32 | 437 | 720 |
| 33 | 559 | 980 |
| 34 | 533 | 966 |
| 35 | 550 | 992 |
| 36 | 431 | 932 |
| 37 | 483 | 940 |
| 38 | 483 | 940 |
| 39 | 460 | 808 |
| 40 | 450 | 844 |
| 41 | 523 | 687 |
| 42 | 556 | 797 |
| 43 | 427 | 863 |
| 44 | 384 | 698 |
| 45 | 463 | 782 |
| 46 | 391 | 987 |
| 47 | 434 | 632 |
| 48 | 463 | 800 |
| 49 | 494 | 764 |
| 51 | 427 | 826 |
| 52 | 457 | 837 |
| 53 | 546 | 779 |
| 54 | 642 | 800 |
| 55 | 536 | 881 |
| 56 | 384 | 683 |
| 57 | 457 | 775 |
| 58 | 593 | 851 |
| 59 | 431 | 705 |
| 60 | 526 | 860 |
| 61 | 463 | 918 |
| 62 | 494 | 1,031 |
| 63 | 655 | 892 |
| 64 | 553 | 724 |
| 65 | 589 | 1,252 |
| 66 | 580 | 922 |
| 67 | 599 | 892 |
| 68 | 550 | 764 |
| 69 | 586 | 837 |
| 70 | 494 | 819 |
| 71 | 447 | 705 |
| 72 | 507 | 932 |
| 73 | 573 | 914 |
| 74 | 454 | 797 |
| 75 | 447 | 1,003 |
| 76 | 414 | 856 |
| 77 | 500 | 969 |
| 78 | 487 | 1,013 |
| 79 | 477 | 1,098 |
| 80 | 483 | 1,234 |
| 81 | 496 | 918 |
| 82 | 500 | 881 |
| 83 | 556 | 966 |
| 84 | 500 | 830 |



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**TRUCKS, TRACTORS, AND TRAILERS**

## PHYSICAL DAMAGE BASE RATES—LIGHT TRUCKS

**$250 Deductible Comprehensive and $500 Deductible Collision, $15,001 to $20,000 OCN, Current Model Year**

**NONFLEET**

| Territory | Comprehensive | Collision |
|---|---|---|
| 85 | $695 | $1,187 |
| 86 | 714 | 959 |
| 87 | 586 | 1,252 |
| 88 | 714 | 1,379 |
| 89 | 714 | 1,159 |
| 90 | 714 | 1,016 |
| 91 | 624 | 1,367 |
| 92 | 766 | 1,102 |
| 93 | 705 | 1,163 |
| 94 | 738 | 1,236 |
| 95 | 657 | 1,008 |
| 96 | 586 | 1,012 |

**FLEET**

| Territory | Comprehensive | Collision |
|---|---|---|
| 85 | $487 | $1,068 |
| 86 | 500 | 863 |
| 87 | 410 | 1,127 |
| 88 | 500 | 1,241 |
| 89 | 500 | 1,043 |
| 90 | 500 | 914 |
| 91 | 437 | 1,230 |
| 92 | 536 | 992 |
| 93 | 494 | 1,047 |
| 94 | 517 | 1,112 |
| 95 | 460 | 907 |
| 96 | 410 | 911 |

## PHYSICAL DAMAGE—LIGHT TRUCKS RATING FACTOR TABLES

### ORIGINAL COST NEW FACTORS

| OCN Range | Comprehensive | Collision |
|---|---|---|
| $ 0-4,500 | 0.40 | 0.36 |
| 4,501-6,000 | 0.50 | 0.46 |
| 6,001-8,000 | 0.62 | 0.62 |
| 8,001-10,000 | 0.76 | 0.75 |
| 10,001-15,000 | 0.90 | 0.86 |
| 15,001-20,000 | 1.00 | 1.00 |
| 20,001-25,000 | 1.10 | 1.06 |
| 25,001-40,000 | 1.20 | 1.27 |
| 40,001-65,000 | 1.36 | 1.82 |
| 65,001-90,000 | 1.60 | 2.18 |
| 90,001 and over | 2.00 | 2.55 |

### AGE FACTORS

| Age | Comprehensive | Collision |
|---|---|---|
| Current Model Year | 1.00 | 1.00 |
| 1st Preceding Model Year | 1.00 | 1.00 |
| 2nd Preceding Model Year | 1.00 | 1.00 |
| 3rd Preceding Model Year | 0.90 | 0.85 |
| 4th Preceding Model Year | 0.85 | 0.75 |
| All Other Automobiles | 0.70 | 0.65 |



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| **TRUCK RATING WORKSHEET** | |
|---|---|
| NAMED INSURED _____ | |
| AUTO: | YR / MAKE / MODEL _____<br>Cost New _____ (Light Trucks Only)<br>Is named insured an individual? YES / NO |
| COVERAGE: | Liability _____<br>PIP _____<br>UM _____<br>*Comprehensive $_____ deductible<br>*Collision $_____ deductible |
| TERRITORY: | _____ |

SIZE CLASS _____ POINTS _____

BUSINESS USE CLASS _____ SURCHARGE PERCENTAGE _____

RADIUS CLASS _____

| COVERAGE | BASE PREMIUM | PRIMARY FACTOR | SECONDARY FACTOR | COMBINED FACTOR | CHANGE IN LIMITS OR DEDUCTIBLES | SURCHARGE ADJUSTMENT | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|
| BI | _____ X ( | _____ + | _____ = | _____ ) X | _____ X | _____ = | _____ |
| PD | _____ X ( | _____ + | _____ = | _____ ) X | _____ X | _____ = | _____ |
| PIP | _____ X | 1.00 | | X | _____ X | _____ = | _____ |
| UM | | | | | | = | _____ |
| *COMP. | | | | | | = | _____ |
| *COLL. | | | | | | = | _____ |

***** LIGHT TRUCKS ONLY: Use the Physical Damage Rating Worksheet to determine the comprehensive and collision whole dollar premium.

TOTAL TRUCK PREMIUM _____

NOTE (1): Base Premium—For BI, PD, and PIP see the Trucks, Tractors, and Trailers Subject to the No-Fault Law rate schedule, for UM see the Trucks, Tractors, and Trailers Uninsured Motorists rate schedules, for physical damage coverage see the Physical Damage—Light Trucks base rate schedule. See Rule 47.C for deductible options.

Primary Factor—See Rule 43.B and the Primary Classifications—Rating Factors and Classification Designators tables.

Secondary Factor—See Rule 43.C.

Change in Limits or PIP Deductibles/Rating Options—For BI and PD see Rule 48, for PIP see Rule 25.

Surcharge Adjustment—See Rule 24 and paragraph C, Note 7 (i.e., 5 pts. = 75% = 1.75 entered onto worksheet; if 7 pts. = 150% enter 2.50, etc.)

Whole Dollar Premium—See Rule 14.

NOTE (2): Territory—See Rule 44.C.1 and Note following.

NOTE (3): CSL Premium = BI Premium + PD Premium



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**TRUCKS, TRACTORS, AND TRAILERS**

## LIGHT TRUCKS
## PHYSICAL DAMAGE RATING WORKSHEET

Refer to Rule 47 for premium development procedures.

**Multiply down each column unless indicated otherwise, and round where applicable.**

| | Comprehensive | Collision |
|---|---|---|
| Base Rate | | |
| Original Cost New Factor | | |
| Age Group Factor | | |
| *Round to the nearest whole dollar.* | | |
| Deductible Credit (See calculation below.) | +/- | +/- |
| *Round to the nearest whole dollar.* | | |
| Combined Rating Factor | | |
| Additional Charges (Rule 24) | | |
| Premium *(Round to the nearest whole dollar.)* | | |

**Determination of Deductible Credit***

| | Base Rate | | $15,000-20,000 Original Cost New Factor | | Age Group Factor | | Deductible Factor (Rule 47.C) | | Deductible Credit |
|---|---|---|---|---|---|---|---|---|---|
| Comprehensive | _____ | X | _____ | X | _____ | X | _____ | = | +/- _____ |
| Collision | _____ | X | _____ | X | _____ | X | _____ | = | +/- _____ |

* Refer to Rule 47.C for Deductible Options.



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**TRACTOR AND TRAILER RATING WORKSHEET**

NAMED INSURED _____

AUTO: YR / MAKE / MODEL _____

Is named insured an individual? YES / NO

COVERAGE: Liability _____

PIP _____

UM _____

TERRITORY: _____

SIZE CLASS _____ POINTS _____

BUSINESS USE CLASS _____ SURCHARGE PERCENTAGE _____

RADIUS CLASS _____

| TRACTOR COVERAGE | BASE PREMIUM | | PRIMARY FACTOR | | SECONDARY FACTOR | | COMBINED FACTOR | | CHANGE IN LIMITS OR DEDUCTIBLES | | SURCHARGE ADJUSTMENT | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BI | _____ | X ( | _____ | + | _____ | = | _____ | ) X | _____ | X | _____ | = | _____ |
| PD | _____ | X ( | _____ | + | _____ | = | _____ | ) X | _____ | X | _____ | = | _____ |
| PIP | _____ | X ( | 1.00 | | | | | X | _____ | X | _____ | = | _____ |
| UM | _____ | | | | | | | | | | | = | _____ |

TRACTOR PREMIUM = _____

| SEMITRAILER COVERAGE | BASE PREMIUM | | PRIMARY FACTOR | | CHANGE IN LIMITS OR DEDUCTIBLES | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|
| BI | _____ | X | _____ | X | _____ | = | _____ |
| PD | _____ | X | _____ | X | _____ | = | _____ |
| PIP | _____ | X | _____ | X | _____ | = | _____ |

SEMITRAILER PREMIUM = _____

TOTAL PREMIUM = _____

NOTE (1) Base Premium—For BI, PD, and PIP see the Trucks, Tractors, and Trailers Subject to the No-Fault Law rate schedule, for UM see the Trucks, Tractors, and Trailers Uninsured Motorists rate schedules, for physical damage coverage see the Physical Damage—Light Trucks rate schedule.

Primary Factor—See Rule 43.B and the Primary Classifications—Rating Factors and Classification Designators tables.

Secondary Factor—See Rule 43.C.

Change in Limits or PIP Deductibles/Rating Options—For BI and PD see Rule 48, and for PIP see Rule 25.

Surcharge Adjustment—See Rule 24 and paragraph C, Note 7 (i.e., 5 pts. = 75% = 1.75 entered onto worksheet; if 7 pts. = 150% enter 2.50, etc.).

Whole Dollar Premium—See Rule 14.

NOTE (2): Territory—See Rule 44.C.1 and Note following.

NOTE (3): CSL Premium = BI Premium + PD Premium



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**TRUCKS, TRACTORS, AND TRAILERS**

**TRACTOR/TRAILER ZONE RATING WORKSHEET**

NAMED INSURED _____

AUTO: YR / MAKE / MODEL _____

Is named insured an individual? YES / NO

COVERAGE: Liability _____

PIP _____

UM _____

TERRITORY: _____

SIZE CLASS _____ POINTS _____

BUSINESS USE CLASS N/A SURCHARGE PERCENTAGE _____

ZONE COMBINATION _____

| TRACTOR COVERAGE | BASE PREMIUM | | BASE PREMIUM ADJUSTMENT | | PRIMARY FACTOR | | CHANGE IN LIMITS OR DEDUCTIBLES | | SURCHARGE ADJUSTMENT | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|---|---|---|---|
| BI | _____ | X | .87 | X | _____ | X | _____ | X | _____ | = | _____ |
| PD | _____ | | | X | _____ | X | _____ | X | _____ | = | _____ |
| PIP | _____ | X | .09 | X | 1.00 | X | _____ | X | _____ | = | _____ |
| UM | _____ | | | | | | | | | = | _____ |
| | | | | | | | | | TOTAL TRACTOR PREMIUM | = | _____ |

| SEMITRAILER COVERAGE | BASE PREMIUM | | BASE PREMIUM ADJUSTMENT | | PRIMARY FACTOR | | CHANGE IN LIMITS OR DEDUCTIBLES | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|---|---|
| BI | _____ | X | .87 | X | _____ | X | _____ | = | _____ |
| PD | _____ | | | X | _____ | X | _____ | = | _____ |
| PIP | _____ | X | .09 | X | _____ | X | _____ | = | _____ |
| | | | | | | | TOTAL TRAILER PREMIUM | = | _____ |
| | | | | | | | TOTAL PREMIUM | = | _____ |

NOTE (1): Base Premiums—For BI, PD, and PIP see the zone rating tables. For UM see the Trucks, Tractors, and Trailers Uninsured Motorists rate schedules.

Base Premium Adjustment—Per Note on the Zone Rating Tables.

Primary Factor—See Rule 43.B and the Primary Classifications—Rating Factors and Classification Designators tables.

Change in Limits or PIP Deductibles/Rating Options—For BI and PD see Rule 48, for PIP see Rule 25.

Surcharge Adjustment—See Rule 24 and paragraph C, Note 7 (i.e., 5 pts. = 75% = 1.75 entered onto worksheet; if 7 pts. = 150% enter 2.50, etc.)

NOTE (2): CSL Premium = BI Premium + PD Premium



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## PUBLIC TRANSPORTATION SECTION



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## NOTES



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## Rule 50. GENERAL INFORMATION

Florida Statues defines Public Transportation as transportation of persons when the autos are owned, hired or leased by a municipality or governmental agency for the purpose of providing transportation.

A. The following subjects are covered in this section:

1. Exceptions to Rules of Practice—General Rules Section
2. Applicability of Policy
3. Classification
4. Premium development—other than zone-rated automobiles
5. Premium development—zone-rated automobiles
6. Medical payments—school buses owned by a political subdivision
7. ★Transportation of seasonal or migrant farm workers✣
8. Increased limits
9. Rates

B. This section applies to automobiles registered or used for transportation of members of the public, except for school buses owned, hired, or leased to a local School Board.

## Rule 51. EXCEPTIONS TO THE RULES OF PRACTICE—GENERAL RULES SECTION

All rules apply.

## Rule 52. APPLICABILITY OF POLICY

A. ★Coverage for automobiles, written in this Section shall be provided uniform coverage equivalent to the Business Auto Coverage Form, amended by the Florida Motor Vehicle No-Fault Law endorsement for eligible risks. For school buses owned by a political subdivision, medical payments coverage shall be amended to make the coverage excess insurance over benefits paid or payable under the provisions of any worker's compensation law, disability benefits law, or any similar law.✣

B. For eligible applicants desiring limits under Section 18 of the Bus Regulatory Reform Act of 1982. Attach Endorsement MCS-90B (Ed. 11-85) to the policy.

## Rule 53. PUBLIC AUTO CLASSIFICATIONS

The FAJUA shall charge a fee of (TBD) to cover the cost of an inspection. The fee shall be collected with the premium when coverage is bound. The fee is not a part of the premium finance agreement or the FAJUA payment plan. It is not refundable.

All public automobile risks with five or more vehicles must be submitted on a Request for Proposal form. **Coverage cannot be bound**.

Classify public automobiles as follows:

A. If an automobile has more than one use, use the highest rated classification unless 80% of the use is in a lower rated activity. In that case, use the lower rated classification. This does not apply to school buses not owned or under contract with a political subdivision and used for special trips unrelated to school activities as defined in D.2.c.(4) below and automobiles hired under contract by social service agencies as defined in paragraph D.2.m.(2)(c) below.

B. **Fleet—Nonfleet Classification**

1. Classify as fleet the automobiles of any risk that has five or more self-propelled automobiles of any type that are under one ownership. Do not include automobiles owned by allied or subsidiary interests unless the insured holds a majority financial interest.
2. Do not include trailers in determining if the risk is a fleet, but apply the fleet classification to the trailers if the risk otherwise is classified as a fleet.
3. Classify the automobiles of any other risk as nonfleet.
4. Do not change the fleet or nonfleet classification because of midterm changes in the number of owned automobiles except at the request of the insured. The policy must be cancelled and rewritten in accordance with the Cancellations Rule (Rule 7).

C. **Seating Capacity**

1. Use the seating capacity specified by the manufacturer of the automobile unless a public authority rules otherwise.
2. Do not include the driver's seat when determining seating capacity.

D. **Primary Classifications**

1. Radius Class—Determine radius on a straight line from the street address of principal garaging.
   a. Local—up to 50 Miles—The automobile is not regularly operated beyond a radius of 50 miles from the street address where such automobile is principally garaged.
   b. Intermediate—51 to 200 Miles—The automobile is operated beyond a radius of 50 miles but not regularly beyond a radius of 200 miles from the street address where such automobile is principally garaged.
   c. Long Distance—over 200 Miles—The automobile is operated regularly beyond a 200-mile radius from the street address where such automobile is principally garaged. Apply zone rates for all automobiles other than taxis, limousines, school, church, and urban buses, and van pools.
2. Use Class
   a. Taxicab or Similar Passenger Carrying Service. A metered or unmetered private passenger type automobile with a seating capacity of eight or less or a private passenger type van with a seating capacity of 15 or less operated for hire by the named insured or an employee, but does not pick up, transport, or discharge passengers along a fixed route at scheduled times.

      **Note:** Jitney—Rate as taxicab.



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**PUBLIC TRANSPORTATION**

b. ★Limousine. An unmarked auto that meets all of the following criteria:

(1) Is hired for a minimum of three hours on a prearranged basis for special or business functions, weddings, funerals, or similar purposes.

(2) Is operated by the named insured or an employee of the named insured in attendance as a chauffeur at the beginning and ending of the function.

(3) Is licensed by the appropriate licensing authority, if any.

(4) Upon request of the servicing carrier, the applicant shall be required to substantiate with permanent records (such as log books, revenue books, etc.) that the vehicle is being used for the purpose set forth in the application.

**Note:** It is not the intent of (4) above to require that servicing carriers request substantiation for all limousine risks.✣

c. School Bus. An automobile that carries students or other persons to and from school, or in any school activity including games, outings, and similar school trips.

(1) Separate rating factors apply to

(a) school buses owned by political subdivisions or school districts;

(b) all others including independent contractors, private schools, and church owned buses.

(2) Credit For Layup Period

A policy covering a school bus may be written on an annual term for liability coverages with premium prorated to reflect the actual school term. Credit is available only to those insureds whose buses are laid up between the spring and fall school terms.

Layup credits will begin on day 5 after the end of the school term until 5 days prior to the start of the next school term. No other layup credit will be provided. There will be no coverage provided during the layup period.

Credit will be given when a school district's calendar is provided to the servicing carrier during the policy term.

This credit is not available for those insureds whose buses are used for other than school activities or used other than during the school term.

(3) If a publicly owned school bus is used for special trips unrelated to school activities, refer to FAJUA for the additional charge.

(4) For a school bus not owned or under contract with a political subdivision that is used for special trips unrelated to school activities, use the urban bus classification regardless of the percentage of use in the lower rated class.

**Note:** Every application for a vehicle intended for the transportation of school children must be accompanied by two color photos. One of the photos must be a rear view of the vehicle.

d. Church Bus. An automobile used by a church to transport persons to or from services and other church related activities. This classification does not apply to public automobiles used primarily for daily school activities.

e. Intercity Bus. An automobile that picks up and transports passengers on a published schedule of stops between stations located in two or more towns or cities.

f. Urban Bus. An automobile that picks up, transports, and discharges passengers at frequent local stops along a prescribed route. This classification applies only to vehicles operated principally within the limits of a city or town and communities contiguous to such city or town, and includes scheduled express service between points on that route.

g. Airport Bus or Airport Limousine. An auto for hire that transports passengers between airports and other passenger stations or motels.

**Note:** Airport limousines are not subject to no-fault. See Rule 54.C.8.

h. Charter Bus. An automobile chartered for special trips, touring, picnics, outings, games, and similar uses.

i. Sightseeing Bus. An automobile accepting individual passengers for a fare for sightseeing or guided tours, making occasional stops at certain points of interest and returning the passengers to the point of origin.

j. Transportation of Athletes and Entertainers. An automobile owned by a group, firm, or organization that transports its own professional athletes, musicians, or other entertainers.

(1) If it is used to transport other professional athletes or entertainers, rate as a charter bus.

(2) An automobile owned by a group, firm, or organization to transport its own nonprofessional athletes, musicians, or entertainers, rate as a public automobile not otherwise classified.

k. Van Pools. An automobile of the station wagon, van, truck, or bus type used to provide prearranged commuter transportation for employees to and from work and is not otherwise used to transport passengers for a charge.

**Note:** ★Any auto used in the transportation of any seasonal or migrant farm worker by an agricultural employer, agricultural association, or farm labor



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contractor shall be rated according to Rule 57.✣

(1) Employer Furnished Transportation. Transportation is held out by the employer as an inducement to employment, a condition of employment, or is incident to employment.

(a) Employer Owned Automobiles. Automobiles owned, or leased for one year or more, by an employer and used to provide transportation only for his employees.

(b) Employee Owned Automobiles. Automobiles owned, or leased for one year or more, by an individual employee and used to provide transportation only for fellow employees of his employer.

(2) All Other. Automobiles which do not meet the eligibility requirements of paragraph (1) above.

l. Transportation of Employees—Other than Van Pools. Automobiles of any type used to transport employees other than in van pools.

(1) Automobiles owned, or leased for one year or more, by an employer and used to transport only his own employees.

(a) ★Private Passenger Automobiles. Multiply the Private Passenger base rate by the Class 3 factor determined from the Private Passenger Rate Chapter.✣

(b) All Other Automobiles. Rate as a van pool.

(2) Automobiles owned, or leased for one year or more, by a person or organization who is in the business of transporting employees of one or more employers. Rate as public automobile not otherwise classified.

m. Social Service Agency Automobile. An automobile used by a government entity, civic, charitable, or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

**Note:** Automobiles with seating capacity of 24 or more used to transport children to or from day care centers—Rate as transportation of children to or from day care centers.

(1) This classification includes, for example, automobiles used to transport

(a) senior citizens or other clients to congregate meal centers, medical facilities, social functions, shopping centers;

(b) handicapped persons to work or rehabilitative programs;

(c) children to day care centers, Head Start programs;

(d) Boy Scout or Girl Scout groups to planned activities.

(2) The following automobiles are eligible for this classification:

(a) Automobiles owned, or leased for one year or more, by the social service agency

(b) Automobiles donated to the social service agency, without a driver

(c) Automobiles hired under contract and used 100% for social service agencies

(3) If an automobile has more than one use, use the highest rated classification unless 80% of the use is in a lower rated activity. In that case, use the lower rated classification. This does not apply to automobiles hired under contract by social service agencies.

(4) Separate rating factors apply to

(a) employee-operated automobiles. Automobiles operated by employees of the social service agency. If a social service automobile is also operated by volunteer drivers or other nonagency employees, use the all other classification unless 80% of the use is by agency employees.

(b) all other. Automobiles which do not meet the requirements of paragraph (a).

n. Transportation of Children to or from Day Care Centers. An automobile with a seating capacity of 24 or more owned by a day care center used to transport children to or from day care centers.

o. Public Automobile Not Otherwise Classified. This classification includes, but is not limited to, automobiles such as country club buses, cemetery buses, and real estate development buses.

p. See the following Primary Classifications—Rating Factors tables.

E. **Secondary Classifications**

These classifications do not apply to taxicabs, limousines (except airport limousines), van pools, and zone rated automobiles.

The secondary factors indicated below are to be combined with the primary factor for premium calculation:

| Seating Capacity | School Buses and Church Buses | Other Buses |
|---|---|---|
| 1 to 8 | .00 | –.20 |
| 9 to 20 | +.10 | –.15 |
| 21 to 60 | +.25 | +.15 |
| Over 60 | +.50 | +.40 |
| All Other—Not secondary rated | | |



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**PUBLIC TRANSPORTATION**

## NONFLEET
## PRIMARY CLASSIFICATIONS—RATING FACTORS

| Taxicabs and Limousines | | Radius | | | | | |
|---|---|---|---|---|---|---|---|
| | | Local Up to 50 Miles | | Intermediate 51 to 200 Miles | | Long Distance Over 200 Miles | |
| | | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. |
| Taxicab or Similar Passenger Carrying Service | Factor | 1.00 | NOT AVAILABLE | 1.15 | NOT AVAILABLE | 1.25 | NOT AVAILABLE |
| | CD | 4159 | | 4169 | | 4179 | |
| Limousine | Factor | .40 | | .45 | | .50 | |
| | CD | 4289 | | 4269 | | 4279 | |
| **School Buses and Church Buses** | | | | | | | |
| School Bus Owned by Political Subdivision or School District | Factor | 1.20 | NOT AVAILABLE | 1.40 | NOT AVAILABLE | 1.50 | NOT AVAILABLE |
| | CD | 615 | | 616 | | 617 | |
| Other School Bus | Factor | 1.50 | | 1.75 | | 1.90 | |
| | CD | 625 | | 626 | | 627 | |
| Church Bus | Factor | 1.00 | | 1.15 | | 1.25 | |
| | CD | 635 | | 636 | | 637 | |
| **Other Buses** | | | | | | | |
| Urban Bus | Factor | .80 | NOT AVAILABLE | .90 | NOT AVAILABLE | | |
| | CD | 515 | | 516 | | | |
| | | | | | | **ZONE RATED** | |
| Airport Bus or Airport Limousine | Factor | .70 | NOT AVAILABLE | .80 | NOT AVAILABLE | 1.10 | NOT AVAILABLE |
| | CD | 525 | | 526 | | 5279 | |
| Intercity Bus | Factor | 1.05 | | 1.20 | | 1.85 | |
| | CD | 535 | | 536 | | 5379 | |
| Charter Bus | Factor | 1.00 | NOT AVAILABLE | 1.15 | NOT AVAILABLE | 1.85 | NOT AVAILABLE |
| | CD | 545 | | 546 | | 5479 | |
| Sightseeing Bus | Factor | .75 | | .85 | | 1.65 | |
| | CD | 555 | | 556 | | 5579 | |
| Transportation of Athletes and Entertainers | Factor | .45 | NOT AVAILABLE | .50 | NOT AVAILABLE | 1.00 | NOT AVAILABLE |
| | CD | 565 | | 566 | | 5679 | |
| Social Service Automobile Employee-Operated | Factor | .55 | | .65 | | .95 | |
| | CD | 645 | | 646 | | 6479 | |
| Social Service Automobile All Other | Factor | .50 | NOT AVAILABLE | .60 | NOT AVAILABLE | .95 | NOT AVAILABLE |
| | CD | 655 | | 656 | | 6579 | |
| Trans. Of Children to or from Day Care Centers | Factor | .30 | | .45 | | .55 | |
| | CD | 6458 | | 6468 | | 6478 | |
| Bus NOC | Factor | .55 | | .65 | | .95 | |
| | CD | 585 | | 586 | | 5879 | |

| Van Pools | | Seating Capacity | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | 1 to 8 | | 9 to 20 | | 21 to 60 | | Over 60 | |
| | | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. |
| Employer Furnished | Factor | 1.00 | NOT AVAILABLE | 1.05 | NOT AVAILABLE | 1.10 | NOT AVAILABLE | 1.50 | NOT AVAILABLE |
| | CD | 4111 | | 4112 | | 4113 | | 4114 | |
| All Other | Factor | 1.10 | | 1.15 | | 1.35 | | 1.75 | |
| | CD | 4121 | | 4122 | | 4123 | | 4124 | |

**Note:** For statistical coding information, refer to statistical plan in use by company.



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## FLEET
## PRIMARY CLASSIFICATIONS—RATING FACTORS

| Taxicabs and Limousines | | Radius | | | | | |
|---|---|---|---|---|---|---|---|
| | | Local Up to 50 Miles | | Intermediate 51 to 200 Miles | | Long Distance Over 200 Miles | |
| | | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. |
| Taxicab or Similar Passenger Carrying Service | Factor | 1.00 | NOT AVAILABLE | 1.15 | NOT AVAILABLE | 1.25 | NOT AVAILABLE |
| | CD | 4189 | | 4199 | | 4109 | |
| Limousine | Factor | .40 | | .45 | | .50 | |
| | CD | 4289 | | 4299 | | 4209 | |
| **School Buses and Church Buses** | | | | | | | |
| School Bus Owned by Political Subdivision or School District | Factor | 1.20 | NOT AVAILABLE | 1.40 | NOT AVAILABLE | 1.50 | NOT AVAILABLE |
| | CD | 618 | | 619 | | 610 | |
| Other School Bus | Factor | 1.50 | | 1.75 | | 1.90 | |
| | CD | 628 | | 629 | | 620 | |
| Church Bus | Factor | 1.00 | | 1.15 | | 1.25 | |
| | CD | 638 | | 639 | | 630 | |
| **Other Buses** | | | | | | | |
| Urban Bus | Factor | .80 | NOT AVAILABLE | .90 | NOT AVAILABLE | | |
| | CD | 518 | | 519 | | | |
| | | | | | | ZONE RATED | |
| Airport Bus or Airport Limousine | Factor | .70 | NOT AVAILABLE | .80 | NOT AVAILABLE | 1.10 | NOT AVAILABLE |
| | CD | 528 | | 529 | | 5209 | |
| Intercity Bus | Factor | 1.05 | | 1.20 | | 1.85 | |
| | CD | 538 | | 539 | | 5309 | |
| Charter Bus | Factor | 1.00 | NOT AVAILABLE | 1.15 | NOT AVAILABLE | 1.85 | NOT AVAILABLE |
| | CD | 548 | | 549 | | 5409 | |
| Sightseeing Bus | Factor | .75 | | .85 | | 1.65 | |
| | CD | 558 | | 559 | | 5509 | |
| Trans. of Athletes and Entertainers | Factor | .45 | NOT AVAILABLE | .50 | NOT AVAILABLE | 1.00 | NOT AVAILABLE |
| | CD | 568 | | 569 | | 5609 | |
| Social Service Automobile Employee-Operated | Factor | .55 | | .65 | | .95 | |
| | CD | 648 | | 649 | | 6409 | |
| Social Service Automobile All Other | Factor | .50 | NOT AVAILABLE | .60 | NOT AVAILABLE | .95 | NOT AVAILABLE |
| | CD | 658 | | 659 | | 6509 | |
| Trans. Of Children to or from Day Care Centers | Factor | .30 | | .45 | | .55 | |
| | CD | 6488 | | 6498 | | 6408 | |
| Bus NOC | Factor | .55 | | .65 | | .95 | |
| | CD | 588 | | 589 | | 5809 | |

| Van Pools | | Seating Capacity | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | 1 to 8 | | 9 to 20 | | 21 to 60 | | Over 60 | |
| | | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. | BI and PD | Phys. Dam. |
| Employer Furnished | Factor | 1.00 | NOT AVAILABLE | 1.05 | NOT AVAILABLE | 1.10 | NOT AVAILABLE | 1.50 | NOT AVAILABLE |
| | CD | 4111 | | 4112 | | 4113 | | 4114 | |
| All Other | Factor | 1.10 | | 1.15 | | 1.35 | | 1.75 | |
| | CD | 4121 | | 4122 | | 4123 | | 4124 | |

**Note:** For statistical coding information, refer to statistical plan in use by company.



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**PUBLIC TRANSPORTATION**

## Rule 54. PREMIUM DEVELOPMENT—OTHER THAN ZONE RATED AUTOS

A. This Rule applies to

1. all taxis, limousines, school, church, and urban buses, and van pools;

2. all other public automobiles which regularly operate within a 200-mile radius from the street address of principal garaging. For those automobiles regularly operated beyond a 200-mile radius, refer to the Premium Development—Zone Rated Automobiles Rule (Rule 55).

B. Determine the classification rating factor as follows:

1. Determine whether the risk is classified as fleet or nonfleet from Rule 53, paragraph B.

2. Determine the primary rating factor from Rule 53, paragraph D, based on use class and radius class. For van pools, the rating factor is based on seating capacity.

3. Determine the secondary rating factor, if any, from Rule 53, paragraph E, based on the seating capacity.

4. Determine the combined rating factor by adding or subtracting the secondary rating factor to or from the primary rating factor.

C. **Premium Computation**

**Liability and Basic No-Fault Coverages**

1. Determine the territory based on the highest rated territory where the public automobile is operated.

2. Determine the fleet or nonfleet base premiums.

3. Multiply the base premium by the combined rating factor.

4. If increased limits apply, refer to Rule 58.

5. If additional charges apply, refer to Rule 24.

6. If uninsured motorists coverage is applicable, refer to Rule 6 and rate schedules.

7. If a financial responsibility charge applies refer to Rule 19.

8. To determine the premium for automobiles not subject to the Florida Motor Vehicle No-Fault Law, apply the following factors to the bodily injury rates:

| | |
|---|---|
| Private Passenger Class 3 | 1.80 |
| Van Pools | 1.70 |
| Buses and Airport Limousines | 1.70 |

**Exception:** Not applicable to taxicabs and limousines since rate schedules display rates without PIP.

## Rule 55. PREMIUM DEVELOPMENT—ZONE RATED AUTOMOBILES

A. This Rule applies to all public automobiles, other than taxis, limousines, school, church, and urban buses, or van pools, which regularly operate beyond a 200-mile radius from the street address of principal garaging.

B. Determine the zone combination for each automobile as follows:

1. Use the long distance zone definition in the Trucks, Tractors, and Trailers Section.

2. The zone combination is the zone of principal garaging and the highest rated zone into or through which the insured operates.

C. **Premium Development**

1. Determine the classification rating factor as follows:

a. Determine whether the automobile is classified as fleet or nonfleet from Rule 53, paragraph B.

b. Determine the primary rating factor from Rule 53, paragraph D.

c. Secondary rating factors do not apply.

2. Liability and No-Fault Coverage

a. Determine the fleet or nonfleet base premiums for the zone combination from the zone rating tables in the Trucks, Tractors, and Trailers Section.

b. Multiply the base premium by the primary rating factor.

**Note:** The minimum premium shall be the applicable intermediate radius class premium.

c. If uninsured motorists coverage is applicable, refer to Rule 6 and rate schedules.

d. If increased limits apply, refer to Rule 58.

e. If additional charges apply, refer to Rule 24.

f. For no-fault coverage, refer to the zone rating rules.

## Rule 56. MEDICAL PAYMENTS—SCHOOL BUSES

A. Medical payments coverage shall be available in the amounts of $500, $1,000, or $2,000.

**Note:** The coverage shall be amended to make it excess insurance over benefits paid or payable under the provisions of any workers' compensation law, disability benefits law, or any similar law.

B. Determine the territory based on the highest rated territory where such school bus is operated.

C. If additional charges apply, refer to Rule 24.



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## Rule 57. ★TRANSPORTATION OF SEASONAL OR MIGRANT FARM WORKERS

A. **Eligibility**

This Rule applies to liability coverage, including personal injury protection, for autos used to transport seasonal or migrant agricultural workers in accordance with the Migrant and Seasonal Agricultural Worker Protection Act.

**Note:** Any risks with five or more automobiles that transport migrant or seasonal agricultural workers shall be submitted on a Request for Proposal form. **Coverage cannot be bound.**

B. **Premium Development—Bodily Injury, Property Damage, and Personal Injury Protection Coverage**

1. Multiply the inter-city bus premium for the highest rated territory in which or through which the auto will be customarily operated by the following factor.

   All Autos .50

   These rates contemplate the passenger hazard. The passenger hazard may not be excluded.

2. No secondary factors apply.

3. Refer to Rule 54 in the Public Transportation Chapter of this Manual for further development of the total premium.

C. Attach the Transportation of Seasonal or Migrant Agricultural Workers endorsement.✣

## Rule 58. INCREASED LIMITS

A. The increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates shown in this Manual to determine the premium for other limits:

**Table 1**

**Vehicles Subject to the No-Fault Law**

| BI Limits | Zone Rated Risks | All Other Risks |
|---|---|---|
| $ 10/20 | 1.00 | 1.00 |
| 15/30 | 1.17 | 1.17 |
| 25/50 | 1.44 | 1.45 |
| 50/100 | 1.87 | 1.92 |
| 100/300 | 2.58 | 2.68 |
| 100/2000 | 4.07 | 4.15 |
| 100/3000 | 4.52 | 4.57 |
| 100/4000 | 4.90 | 4.89 |
| 100/5000 | 5.23 | 5.16 |

For factors for limits required by law that are not shown, refer to the FAJUA.

**Vehicles Not Subject to the No-Fault Law***

| BI Limits | Zone Rated Risks | All Other Risks |
|---|---|---|
| 10/20 | 1.00 | 1.00 |
| 15/30 | 1.17 | 1.15 |
| 25/50 | 1.44 | 1.37 |
| 50/100 | 1.87 | 1.70 |
| 100/300 | 2.58 | 2.16 |

***Note:** Where rates displayed are for vehicles subject to Florida Motor Vehicle No-Fault Law, before application of factors, adjust applicable BI rate by appropriate factor shown in Manual for vehicles not subject to Florida Motor Vehicle No-Fault Law.

**Table 2**

| PD Limits | Zone Rated Risks | All Other Risks |
|---|---|---|
| $10,000 | 1.00 | 1.00 |
| 25,000 | 1.15 | 1.13 |
| 50,000 | 1.40 | 1.34 |

B. The single limit increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates combined to determine the premium for increased limits coverage written for vehicles in compliance with the Bus Regulatory Reform Act of 1982 (Title 49 Part 387 of the Code of Federal Regulations Subchapter B, Subpart B, Section 18) and the Migrant and Seasonal Agricultural Worker Protection Act (Title 29, Part 500 of the Code of Federal Regulations, Subchapter A, Subpart D, Section 121):

**Note:** Section 627.7415 of the Florida Statutes requires that the following single limits of liability be written as a minimum for the indicated GVW or GCW. Additionally, vehicles with a GVW less than 26,000 lbs. that have three or more axles must carry at least $50,000 CSL.

| GVW or GCW | Minimum Limits |
|---|---|
| 26,000–34,999 lbs | $ 50,000 CSL |
| 35,000–43,999 lbs | 100,000 CSL |
| 44,000 and Higher | 300,000 CSL |

**Table 3**

**Vehicles Subject to the No-Fault Law**

| Single Limits | Zone Rated Buses | All Other Buses |
|---|---|---|
| $ 30,000 | 1.24 | 1.25 |
| 50,000 | 1.46 | 1.48 |
| 100,000 | 1.81 | 1.85 |
| 300,000 | 2.44 | 2.53 |
| 1,500,000 | 3.64 | 3.66 |
| 5,000,000 | 5.22 | 4.92 |

**Table 4**

**Vehicles Not Subject to the No-Fault Law***

| Single Limits | Zone Rated Buses | All Other Buses |
|---|---|---|
| $ 30,000 | 1.24 | 1.20 |
| 50,000 | 1.46 | 1.38 |
| 100,000 | 1.81 | 1.63 |
| 300,000 | 2.44 | 2.01 |
| 1,500,000 | 3.64 | 2.57 |
| 5,000,000 | 5.22 | 3.11 |

***Note:** Where rates displayed are for vehicles subject to the Florida Motor Vehicle No-Fault Law, before application of factors adjust applicable BI rate by the appropriate factor shown in this Manual for vehicles not subject to the Florida Motor Vehicle No-Fault Law.



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## Rule 59. RESERVED FOR FUTURE USE



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## COMMERCIAL AUTOMOBILE LIABILITY RATES

**For Limits of $10,000/$20,000 B.I. and $10,000 P.D.**

## TAXICABS AND LIMOUSINES NOT SUBJECT TO THE NO-FAULT LAW NONFLEET

| Territory | $10/20 BI | $10,000 PD |
|---|---|---|
| **05** | $ 7,177 | $2,095 |
| **06** | 8,262 | 2,412 |
| **07** | 9,002 | 2,628 |
| **10** | 5,409 | 1,579 |
| **12** | 5,245 | 1,531 |
| **14** | 8,254 | 2,410 |
| **15** | 11,903 | 3,476 |
| **19** | 9,963 | 2,909 |
| **20** | 8,459 | 2,470 |
| **23** | 4,883 | 1,426 |
| **32** | 4,299 | 1,255 |
| **33** | 7,892 | 2,304 |
| **34** | 9,355 | 2,732 |
| **35** | 8,369 | 2,444 |
| **36** | 6,091 | 1,779 |
| **37** | 5,853 | 1,709 |
| **38** | 5,853 | 1,709 |
| **39** | 4,883 | 1,426 |
| **40** | 4,382 | 1,279 |
| **41** | 4,250 | 1,241 |
| **42** | 5,787 | 1,690 |
| **43** | 6,124 | 1,788 |
| **44** | 5,179 | 1,512 |
| **45** | 4,151 | 1,212 |
| **46** | 4,390 | 1,282 |
| **47** | 4,464 | 1,303 |
| **48** | 6,297 | 1,839 |
| **49** | 5,204 | 1,519 |
| **51** | 4,283 | 1,251 |
| **52** | 6,585 | 1,923 |
| **53** | 4,645 | 1,356 |
| **54** | 7,900 | 2,307 |
| **55** | 4,382 | 1,279 |
| **56** | 4,225 | 1,234 |
| **57** | 5,294 | 1,546 |
| **58** | 6,749 | 1,971 |
| **59** | 4,653 | 1,359 |
| **60** | 4,464 | 1,303 |
| **61** | 4,768 | 1,392 |
| **62** | 4,612 | 1,347 |
| **63** | 4,817 | 1,407 |
| **64** | 3,839 | 1,121 |
| **65** | 4,743 | 1,385 |
| **66** | 5,828 | 1,702 |
| **67** | 4,645 | 1,356 |
| **68** | 4,250 | 1,241 |
| **69** | 4,020 | 1,174 |
| **70** | 4,160 | 1,215 |
| **71** | 3,280 | 958 |
| **72** | 3,897 | 1,138 |
| **73** | 4,160 | 1,215 |
| **74** | 3,864 | 1,128 |
| **75** | 4,530 | 1,323 |
| **76** | 4,899 | 1,431 |
| **77** | 4,127 | 1,205 |
| **78** | 4,735 | 1,383 |
| **79** | 4,390 | 1,282 |
| **80** | 4,299 | 1,255 |
| **81** | 4,472 | 1,306 |
| **82** | 4,357 | 1,272 |
| **83** | 4,423 | 1,291 |
| **84** | 4,217 | 1,231 |
| **85** | 4,875 | 1,423 |
| **86** | 4,423 | 1,291 |
| **87** | 3,798 | 1,109 |
| **88** | 4,834 | 1,411 |
| **89** | 4,513 | 1,318 |
| **90** | 4,110 | 1,200 |
| **91** | 4,752 | 1,387 |
| **92** | 4,686 | 1,368 |
| **93** | 6,059 | 1,769 |
| **94** | 4,784 | 1,397 |
| **95** | 5,952 | 1,738 |
| **96** | 4,299 | 1,255 |



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**PUBLIC TRANSPORTATION**

## COMMERCIAL AUTOMOBILE LIABILITY RATES

**For Limits of $10,000/$20,000 B.I. and $10,000 P.D.**

## TAXICABS AND LIMOUSINES NOT SUBJECT TO THE NO-FAULT LAW FLEET

| Territory | $10/20 BI | $10,000 PD |
|---|---|---|
| **05** | $7,895 | $2,305 |
| **06** | 9,088 | 2,653 |
| **07** | 9,902 | 2,891 |
| **10** | 5,950 | 1,737 |
| **12** | 5,770 | 1,684 |
| **14** | 9,079 | 2,651 |
| **15** | 13,093 | 3,824 |
| **19** | 10,959 | 3,200 |
| **20** | 9,305 | 2,717 |
| **23** | 5,371 | 1,569 |
| **32** | 4,729 | 1,381 |
| **33** | 8,681 | 2,534 |
| **34** | 10,291 | 3,005 |
| **35** | 9,206 | 2,688 |
| **36** | 6,700 | 1,957 |
| **37** | 6,438 | 1,880 |
| **38** | 6,438 | 1,880 |
| **39** | 5,371 | 1,569 |
| **40** | 4,820 | 1,407 |
| **41** | 4,675 | 1,365 |
| **42** | 6,366 | 1,859 |
| **43** | 6,736 | 1,967 |
| **44** | 5,697 | 1,663 |
| **45** | 4,566 | 1,333 |
| **46** | 4,829 | 1,410 |
| **47** | 4,910 | 1,433 |
| **48** | 6,927 | 2,023 |
| **49** | 5,724 | 1,671 |
| **51** | 4,711 | 1,376 |
| **52** | 7,244 | 2,115 |
| **53** | 5,110 | 1,492 |
| **54** | 8,690 | 2,538 |
| **55** | 4,820 | 1,407 |
| **56** | 4,648 | 1,357 |
| **57** | 5,823 | 1,701 |
| **58** | 7,424 | 2,168 |
| **59** | 5,118 | 1,495 |
| **60** | 4,910 | 1,433 |
| **61** | 5,245 | 1,531 |
| **62** | 5,073 | 1,482 |
| **63** | 5,299 | 1,548 |
| **64** | 4,223 | 1,233 |
| **65** | 5,217 | 1,524 |
| **66** | 6,411 | 1,872 |
| **67** | 5,110 | 1,492 |
| **68** | 4,675 | 1,365 |
| **69** | 4,422 | 1,291 |
| **70** | 4,576 | 1,337 |
| **71** | 3,608 | 1,054 |
| **72** | 4,287 | 1,252 |
| **73** | 4,576 | 1,337 |
| **74** | 4,250 | 1,241 |
| **75** | 4,983 | 1,455 |
| **76** | 5,389 | 1,574 |
| **77** | 4,540 | 1,326 |
| **78** | 5,209 | 1,521 |
| **79** | 4,829 | 1,410 |
| **80** | 4,729 | 1,381 |
| **81** | 4,919 | 1,437 |
| **82** | 4,793 | 1,399 |
| **83** | 4,865 | 1,420 |
| **84** | 4,639 | 1,354 |
| **85** | 5,363 | 1,565 |
| **86** | 4,865 | 1,420 |
| **87** | 4,178 | 1,220 |
| **88** | 5,317 | 1,552 |
| **89** | 4,964 | 1,450 |
| **90** | 4,521 | 1,320 |
| **91** | 5,227 | 1,526 |
| **92** | 5,155 | 1,505 |
| **93** | 6,665 | 1,946 |
| **94** | 5,262 | 1,537 |
| **95** | 6,547 | 1,912 |
| **96** | 4,729 | 1,381 |



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## COMMERCIAL AUTOMOBILE LIABILITY RATES

**For limits of $10,000/20,000 B.I. and $10,000 P.D. and Personal Injury Protection**

## SCHOOL AND CHURCH BUSES SUBJECT TO THE NO-FAULT LAW NONFLEET

| Territory | $10/20 BI | $10,000 PD | PIP |
|---|---|---|---|
| **05** | $ 637 | $186 | $ 467 |
| **06** | 733 | 214 | 560 |
| **07** | 799 | 233 | 586 |
| **10** | 480 | 140 | 263 |
| **12** | 465 | 136 | 323 |
| **14** | 732 | 214 | 611 |
| **15** | 1,056 | 308 | 1,384 |
| **19** | 884 | 258 | 730 |
| **20** | 750 | 219 | 560 |
| **23** | 433 | 126 | 255 |
| **32** | 381 | 111 | 263 |
| **33** | 700 | 204 | 671 |
| **34** | 830 | 242 | 866 |
| **35** | 742 | 217 | 569 |
| **36** | 540 | 158 | 323 |
| **37** | 519 | 152 | 306 |
| **38** | 519 | 152 | 306 |
| **39** | 433 | 126 | 416 |
| **40** | 389 | 113 | 289 |
| **41** | 377 | 110 | 340 |
| **42** | 513 | 150 | 365 |
| **43** | 543 | 159 | 407 |
| **44** | 459 | 134 | 382 |
| **45** | 368 | 108 | 297 |
| **46** | 389 | 114 | 314 |
| **47** | 396 | 116 | 238 |
| **48** | 559 | 163 | 306 |
| **49** | 462 | 135 | 357 |
| **51** | 380 | 111 | 390 |
| **52** | 584 | 171 | 475 |
| **53** | 412 | 120 | 365 |
| **54** | 701 | 205 | 620 |
| **55** | 389 | 113 | 416 |
| **56** | 375 | 109 | 314 |
| **57** | 470 | 137 | 357 |
| **58** | 599 | 175 | 407 |
| **59** | 413 | 121 | 365 |
| **60** | 396 | 116 | 340 |
| **61** | 423 | 124 | 340 |
| **62** | 409 | 119 | 297 |
| **63** | 427 | 125 | 407 |
| **64** | 341 | 99 | 314 |
| **65** | 421 | 123 | 314 |
| **66** | 517 | 151 | 348 |
| **67** | 412 | 120 | 255 |
| **68** | 377 | 110 | 289 |
| **69** | 357 | 104 | 331 |
| **70** | 369 | 108 | 340 |
| **71** | 291 | 85 | 289 |
| **72** | 346 | 101 | 306 |
| **73** | 369 | 108 | 331 |
| **74** | 343 | 100 | 331 |
| **75** | 402 | 117 | 331 |
| **76** | 435 | 127 | 306 |
| **77** | 366 | 107 | 331 |
| **78** | 420 | 123 | 331 |
| **79** | 389 | 114 | 331 |
| **80** | 381 | 111 | 331 |
| **81** | 397 | 116 | 323 |
| **82** | 387 | 113 | 331 |
| **83** | 392 | 115 | 331 |
| **84** | 374 | 109 | 340 |
| **85** | 432 | 126 | 348 |
| **86** | 392 | 115 | 331 |
| **87** | 337 | 98 | 331 |
| **88** | 429 | 125 | 331 |
| **89** | 400 | 117 | 331 |
| **90** | 365 | 106 | 331 |
| **91** | 422 | 123 | 348 |
| **92** | 416 | 121 | 331 |
| **93** | 537 | 157 | 331 |
| **94** | 424 | 124 | 365 |
| **95** | 528 | 154 | 407 |
| **96** | 381 | 111 | 331 |



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**PUBLIC TRANSPORTATION**

## COMMERCIAL AUTOMOBILE LIABILITY RATES

### For limits of $10,000/20,000 B.I. and $10,000 P.D. and Personal Injury Protection
### SCHOOL AND CHURCH BUSES SUBJECT TO THE NO-FAULT LAW
### FLEET

| Territory | $10/20 BI | $10,000 PD | PIP |
|---|---|---|---|
| **05** | $ 764 | $223 | $ 467 |
| **06** | 880 | 257 | 560 |
| **07** | 959 | 280 | 586 |
| **10** | 576 | 168 | 263 |
| **12** | 558 | 163 | 323 |
| **14** | 878 | 257 | 611 |
| **15** | 1,267 | 370 | 1,384 |
| **19** | 1,061 | 310 | 730 |
| **20** | 900 | 263 | 560 |
| **23** | 520 | 151 | 255 |
| **32** | 457 | 133 | 263 |
| **33** | 840 | 245 | 671 |
| **34** | 996 | 290 | 866 |
| **35** | 890 | 260 | 569 |
| **36** | 648 | 190 | 323 |
| **37** | 623 | 182 | 306 |
| **38** | 623 | 182 | 306 |
| **39** | 520 | 151 | 416 |
| **40** | 467 | 136 | 289 |
| **41** | 452 | 132 | 340 |
| **42** | 616 | 180 | 365 |
| **43** | 652 | 191 | 407 |
| **44** | 551 | 161 | 382 |
| **45** | 442 | 130 | 297 |
| **46** | 467 | 137 | 314 |
| **47** | 475 | 139 | 238 |
| **48** | 671 | 196 | 306 |
| **49** | 554 | 162 | 357 |
| **51** | 456 | 133 | 390 |
| **52** | 701 | 205 | 475 |
| **53** | 494 | 144 | 365 |
| **54** | 841 | 246 | 620 |
| **55** | 467 | 136 | 416 |
| **56** | 450 | 131 | 314 |
| **57** | 564 | 164 | 357 |
| **58** | 719 | 210 | 407 |
| **59** | 496 | 145 | 365 |
| **60** | 475 | 139 | 340 |
| **61** | 508 | 149 | 340 |
| **62** | 491 | 143 | 297 |
| **63** | 512 | 150 | 407 |
| **64** | 409 | 119 | 314 |
| **65** | 505 | 148 | 314 |
| **66** | 620 | 181 | 348 |
| **67** | 494 | 144 | 255 |
| **68** | 452 | 132 | 289 |
| **69** | 428 | 125 | 331 |
| **70** | 443 | 130 | 340 |
| **71** | 349 | 102 | 289 |
| **72** | 415 | 121 | 306 |
| **73** | 443 | 130 | 331 |
| **74** | 412 | 120 | 331 |
| **75** | 482 | 140 | 331 |
| **76** | 522 | 152 | 306 |
| **77** | 439 | 128 | 331 |
| **78** | 504 | 148 | 331 |
| **79** | 467 | 137 | 331 |
| **80** | 457 | 133 | 331 |
| **81** | 476 | 139 | 323 |
| **82** | 464 | 136 | 331 |
| **83** | 470 | 138 | 331 |
| **84** | 449 | 131 | 340 |
| **85** | 518 | 151 | 348 |
| **86** | 470 | 138 | 331 |
| **87** | 404 | 118 | 331 |
| **88** | 515 | 150 | 331 |
| **89** | 480 | 140 | 331 |
| **90** | 438 | 127 | 331 |
| **91** | 506 | 148 | 348 |
| **92** | 499 | 145 | 331 |
| **93** | 644 | 188 | 331 |
| **94** | 509 | 149 | 365 |
| **95** | 634 | 185 | 407 |
| **96** | 457 | 133 | 331 |



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## COMMERCIAL AUTOMOBILE LIABILITY RATES

**For limits of $10,000/20,000 B.I. and $10,000 P.D. and Personal Injury Protection**

## OTHER BUSES SUBJECT TO THE NO-FAULT LAW

| Territory | $10/20 BI | $10,000 PD | PIP |
|---|---|---|---|
| **05** | $4,399 | $1,284 | $ 4,515 |
| **06** | 5,064 | 1,479 | 5,419 |
| **07** | 5,517 | 1,611 | 5,665 |
| **10** | 3,315 | 968 | 2,545 |
| **12** | 3,215 | 939 | 3,120 |
| **14** | 5,059 | 1,477 | 5,911 |
| **15** | 7,296 | 2,130 | 13,382 |
| **19** | 6,107 | 1,783 | 7,060 |
| **20** | 5,185 | 1,514 | 5,419 |
| **23** | 2,993 | 874 | 2,463 |
| **32** | 2,635 | 769 | 2,545 |
| **33** | 4,837 | 1,412 | 6,486 |
| **34** | 5,734 | 1,674 | 8,374 |
| **35** | 5,129 | 1,498 | 5,501 |
| **36** | 3,733 | 1,090 | 3,120 |
| **37** | 3,587 | 1,047 | 2,956 |
| **38** | 3,587 | 1,047 | 2,956 |
| **39** | 2,993 | 874 | 4,023 |
| **40** | 2,685 | 784 | 2,791 |
| **41** | 2,605 | 761 | 3,284 |
| **42** | 3,547 | 1,036 | 3,530 |
| **43** | 3,754 | 1,096 | 3,941 |
| **44** | 3,174 | 927 | 3,694 |
| **45** | 2,544 | 743 | 2,873 |
| **46** | 2,691 | 786 | 3,038 |
| **47** | 2,736 | 799 | 2,299 |
| **48** | 3,859 | 1,127 | 2,956 |
| **49** | 3,189 | 931 | 3,448 |
| **51** | 2,625 | 766 | 3,777 |
| **52** | 4,036 | 1,178 | 4,598 |
| **53** | 2,847 | 831 | 3,530 |
| **54** | 4,842 | 1,414 | 5,993 |
| **55** | 2,685 | 784 | 4,023 |
| **56** | 2,590 | 756 | 3,038 |
| **57** | 3,245 | 947 | 3,448 |
| **58** | 4,137 | 1,208 | 3,941 |
| **59** | 2,852 | 833 | 3,530 |
| **60** | 2,736 | 799 | 3,284 |
| **61** | 2,922 | 853 | 3,284 |
| **62** | 2,827 | 825 | 2,873 |
| **63** | 2,953 | 862 | 3,941 |
| **64** | 2,353 | 687 | 3,038 |
| **65** | 2,907 | 849 | 3,038 |
| **66** | 3,572 | 1,043 | 3,366 |
| **67** | 2,847 | 831 | 2,463 |
| **68** | 2,605 | 761 | 2,791 |
| **69** | 2,464 | 719 | 3,202 |
| **70** | 2,549 | 744 | 3,284 |
| **71** | 2,010 | 587 | 2,791 |
| **72** | 2,388 | 697 | 2,956 |
| **73** | 2,549 | 744 | 3,202 |
| **74** | 2,368 | 691 | 3,202 |
| **75** | 2,776 | 811 | 3,202 |
| **76** | 3,003 | 877 | 2,956 |
| **77** | 2,529 | 739 | 3,202 |
| **78** | 2,902 | 847 | 3,202 |
| **79** | 2,691 | 786 | 3,202 |
| **80** | 2,635 | 769 | 3,202 |
| **81** | 2,741 | 800 | 3,120 |
| **82** | 2,670 | 780 | 3,202 |
| **83** | 2,711 | 791 | 3,202 |
| **84** | 2,585 | 755 | 3,284 |
| **85** | 2,988 | 872 | 3,366 |
| **86** | 2,711 | 791 | 3,202 |
| **87** | 2,328 | 680 | 3,202 |
| **88** | 2,963 | 865 | 3,202 |
| **89** | 2,766 | 808 | 3,202 |
| **90** | 2,519 | 736 | 3,202 |
| **91** | 2,912 | 850 | 3,366 |
| **92** | 2,872 | 839 | 3,202 |
| **93** | 3,713 | 1,084 | 3,202 |
| **94** | 2,932 | 856 | 3,530 |
| **95** | 3,648 | 1,065 | 3,941 |
| **96** | 2,635 | 769 | 3,202 |



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**PUBLIC TRANSPORTATION**

## COMMERCIAL AUTOMOBILE LIABILITY RATES

**For limits of $10,000/20,000 B.I. and $10,000 P.D. and Personal Injury Protection**
**VAN POOLS SUBJECT TO THE NO-FAULT LAW**

| Territory | $10/20 BI | $10,000 PD | PIP |
|---|---|---|---|
| **05** | $1,736 | $507 | $ 520 |
| **06** | 1,999 | 584 | 625 |
| **07** | 2,178 | 636 | 653 |
| **10** | 1,309 | 382 | 293 |
| **12** | 1,269 | 371 | 360 |
| **14** | 1,997 | 583 | 681 |
| **15** | 2,880 | 841 | 1,542 |
| **19** | 2,411 | 704 | 814 |
| **20** | 2,047 | 598 | 625 |
| **23** | 1,181 | 345 | 284 |
| **32** | 1,040 | 304 | 293 |
| **33** | 1,909 | 557 | 748 |
| **34** | 2,263 | 661 | 965 |
| **35** | 2,025 | 591 | 634 |
| **36** | 1,474 | 430 | 360 |
| **37** | 1,416 | 413 | 341 |
| **38** | 1,416 | 413 | 341 |
| **39** | 1,181 | 345 | 464 |
| **40** | 1,060 | 310 | 322 |
| **41** | 1,028 | 300 | 378 |
| **42** | 1,400 | 409 | 407 |
| **43** | 1,482 | 433 | 454 |
| **44** | 1,253 | 366 | 426 |
| **45** | 1,004 | 293 | 331 |
| **46** | 1,062 | 310 | 350 |
| **47** | 1,080 | 315 | 265 |
| **48** | 1,523 | 445 | 341 |
| **49** | 1,259 | 368 | 397 |
| **51** | 1,036 | 303 | 435 |
| **52** | 1,593 | 465 | 530 |
| **53** | 1,124 | 328 | 407 |
| **54** | 1,911 | 558 | 691 |
| **55** | 1,060 | 310 | 464 |
| **56** | 1,022 | 298 | 350 |
| **57** | 1,281 | 374 | 397 |
| **58** | 1,633 | 477 | 454 |
| **59** | 1,126 | 329 | 407 |
| **60** | 1,080 | 315 | 378 |
| **61** | 1,154 | 337 | 378 |
| **62** | 1,116 | 326 | 331 |
| **63** | 1,165 | 340 | 454 |
| **64** | 929 | 271 | 350 |
| **65** | 1,148 | 335 | 350 |
| **66** | 1,410 | 412 | 388 |
| **67** | 1,124 | 328 | 284 |
| **68** | 1,028 | 300 | 322 |
| **69** | 973 | 284 | 369 |
| **70** | 1,006 | 294 | 378 |
| **71** | 794 | 232 | 322 |
| **72** | 943 | 275 | 341 |
| **73** | 1,006 | 294 | 369 |
| **74** | 935 | 273 | 369 |
| **75** | 1,096 | 320 | 369 |
| **76** | 1,185 | 346 | 341 |
| **77** | 998 | 292 | 369 |
| **78** | 1,146 | 334 | 369 |
| **79** | 1,062 | 310 | 369 |
| **80** | 1,040 | 304 | 369 |
| **81** | 1,082 | 316 | 360 |
| **82** | 1,054 | 308 | 369 |
| **83** | 1,070 | 312 | 369 |
| **84** | 1,020 | 298 | 378 |
| **85** | 1,179 | 344 | 388 |
| **86** | 1,070 | 312 | 369 |
| **87** | 919 | 268 | 369 |
| **88** | 1,169 | 341 | 369 |
| **89** | 1,092 | 319 | 369 |
| **90** | 994 | 290 | 369 |
| **91** | 1,150 | 336 | 388 |
| **92** | 1,134 | 331 | 369 |
| **93** | 1,466 | 428 | 369 |
| **94** | 1,158 | 338 | 407 |
| **95** | 1,440 | 420 | 454 |
| **96** | 1,040 | 304 | 369 |



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## COMMERCIAL AUTOMOBILE LIABILITY RATES

**Medical Payments Rates for Limits of $500, $1,000, and $2,000**

## SCHOOL BUSES

| Territory | $500 | $1,000 | $2,000 |
|---|---|---|---|
| **05** | $ 44 | $ 52 | $ 60 |
| **06** | 40 | 48 | 54 |
| **07** | 50 | 60 | 68 |
| **10** | 34 | 40 | 48 |
| **12** | 40 | 48 | 56 |
| **14** | 116 | 140 | 162 |
| **15** | 116 | 140 | 160 |
| **34, 35** | 50 | 62 | 70 |
| **36, 37** | 56 | 68 | 78 |
| **38–40** | 36 | 42 | 50 |
| **19** | 60 | 72 | 82 |
| **20** | 42 | 52 | 60 |
| **41–44** | 32 | 40 | 46 |
| **23** | 32 | 38 | 44 |
| **45–47** | 34 | 42 | 48 |
| **48, 49** | 40 | 46 | 54 |
| **51–55** | 36 | 42 | 48 |
| **56–58** | 38 | 46 | 54 |
| **59–66** | 34 | 40 | 46 |
| **72–96** | 36 | 44 | 50 |
| **67, 68** | 36 | 44 | 50 |
| **69–71** | 38 | 46 | 54 |
| **32** | 44 | 52 | 60 |
| **33** | 104 | 126 | 144 |



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**PUBLIC TRANSPORTATION**

## COMMERCIAL AUTOMOBILE
## UNINSURED MOTORISTS COVERAGE

### VEHICLES SUBJECT TO THE NO-FAULT LAW

| Split Limits | Single Limit | Territories 14, 15, 33 | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| | | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $168 | $233 | $151 | $117 | $146 | $105 |
| 15,000/30,000 | | 239 | 304 | 215 | 188 | 235 | 169 |
| 30,000/30,000 | $ 30,000 | 280 | 345 | 252 | 229 | 286 | 206 |
| 25,000/50,000 | | 287 | 352 | 258 | 236 | 295 | 212 |
| 50,000/50,000 | 50,000 | 317 | 382 | 285 | 259 | 324 | 233 |
| 50,000/100,000 | | 335 | 400 | 302 | 273 | 341 | 246 |
| 100,000/100,000 | 100,000 | 350 | 415 | 315 | 291 | 364 | 262 |
| 100,000/300,000 | | 389 | 454 | 350 | 338 | 423 | 304 |
| 300,000/300,000 | 300,000 | 410 | 476 | 369 | 358 | 448 | 322 |
| 750,000/750,000 | 750,000 | 455 | 520 | 410 | 404 | 505 | 364 |
| 1,500,000/1,500,000 | 1,500,000 | 524 | 589 | 471 | 473 | 591 | 426 |
| 2,500,000/2,500,000 | 2,500,000 | 585 | 650 | 520 | 534 | 668 | 481 |
| 5,000,000/5,000,000 | 5,000,000 | 665 | 730 | 584 | 614 | 768 | 553 |

| Split Limits | Single Limit | All Other Territories | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| | | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $168 | $233 | $151 | $117 | $146 | $105 |
| 15,000/30,000 | | 206 | 271 | 185 | 155 | 194 | 140 |
| 30,000/30,000 | $ 30,000 | 229 | 294 | 206 | 178 | 223 | 160 |
| 25,000/50,000 | | 233 | 298 | 210 | 182 | 228 | 164 |
| 50,000/50,000 | 50,000 | 249 | 314 | 224 | 198 | 248 | 178 |
| 50,000/100,000 | | 259 | 324 | 233 | 208 | 260 | 187 |
| 100,000/100,000 | 100,000 | 267 | 332 | 240 | 216 | 270 | 194 |
| 100,000/300,000 | | 288 | 353 | 259 | 237 | 296 | 213 |
| 300,000/300,000 | 300,000 | 301 | 367 | 271 | 249 | 311 | 224 |
| 750,000/750,000 | 750,000 | 325 | 390 | 293 | 274 | 343 | 247 |
| 1,500,000/1,500,000 | 1,500,000 | 362 | 427 | 326 | 311 | 389 | 280 |
| 2,500,000/2,500,000 | 2,500,000 | 394 | 459 | 355 | 343 | 429 | 309 |
| 5,000,000/5,000,000 | 5,000,000 | 439 | 504 | 395 | 388 | 485 | 349 |



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## COMMERCIAL AUTOMOBILE
## UNINSURED MOTORISTS COVERAGE

### VEHICLES NOT SUBJECT TO THE NO-FAULT LAW

| Split Limits | Single Limit | Territories 14, 15, 33 | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| | | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $198 | $263 | $178 | $137 | $171 | $123 |
| 15,000/30,000 | | 269 | 334 | 242 | 208 | 260 | 187 |
| 30,000/30,000 | $ 30,000 | 310 | 375 | 279 | 249 | 311 | 224 |
| 25,000/50,000 | | 317 | 382 | 285 | 256 | 320 | 230 |
| 50,000/50,000 | 50,000 | 347 | 412 | 312 | 286 | 358 | 257 |
| 50,000/100,000 | | 365 | 430 | 329 | 304 | 380 | 274 |
| 100,000/100,000 | 100,000 | 380 | 445 | 342 | 319 | 399 | 287 |
| 100,000/300,000 | | 419 | 484 | 377 | 358 | 448 | 322 |
| 300,000/300,000 | 300,000 | 439 | 505 | 395 | 378 | 473 | 340 |
| 750,000/750,000 | 750,000 | 485 | 550 | 437 | 424 | 530 | 382 |
| 1,500,000/1,500,000 | 1,500,000 | 554 | 619 | 495 | 493 | 616 | 444 |
| 2,500,000/2,500,000 | 2,500,000 | 615 | 680 | 544 | 554 | 693 | 499 |
| 5,000,000/5,000,000 | 5,000,000 | 695 | 760 | 608 | 634 | 793 | 571 |

| Split Limits | Single Limit | All Other Territories | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| | | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $198 | $263 | $178 | $137 | $171 | $123 |
| 15,000/30,000 | | 236 | 301 | 212 | 175 | 219 | 158 |
| 30,000/30,000 | $ 30,000 | 259 | 324 | 233 | 198 | 248 | 178 |
| 25,000/50,000 | | 263 | 328 | 237 | 202 | 253 | 182 |
| 50,000/50,000 | 50,000 | 279 | 344 | 251 | 218 | 273 | 196 |
| 50,000/100,000 | | 289 | 354 | 260 | 228 | 285 | 205 |
| 100,000/100,000 | 100,000 | 297 | 362 | 267 | 236 | 295 | 212 |
| 100,000/300,000 | | 318 | 383 | 286 | 257 | 321 | 231 |
| 300,000/300,000 | 300,000 | 331 | 397 | 298 | 269 | 336 | 242 |
| 750,000/750,000 | 750,000 | 355 | 420 | 320 | 294 | 368 | 265 |
| 1,500,000/1,500,000 | 1,500,000 | 392 | 457 | 353 | 331 | 414 | 298 |
| 2,500,000/2,500,000 | 2,500,000 | 424 | 489 | 382 | 363 | 454 | 327 |
| 5,000,000/5,000,000 | 5,000,000 | 469 | 534 | 422 | 408 | 510 | 367 |



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## PUBLIC AUTO RATING WORKSHEET

NAMED INSURED: _____

AUTO: YR / MAKE / MODEL _____

COVERAGE: Liability _____
PIP _____
UM _____

TERRITORY: _____

RADIUS CLASS: _____ POINTS: _____

USE CLASS: _____ SURCHARGE PERCENTAGE: _____

SECONDARY CLASS: _____

| COVERAGE | BASE PREMIUM | | PRIMARY FACTOR | | SECONDARY FACTOR | | COMBINED FACTOR | | CHANGE IN LIMITS OR DEDUCTIBLES | | SURCHARGE ADJUSTMENT | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BI | _____ | X( | _____ | + | _____ | = | _____ | )X | _____ | X | _____ | = | _____ |
| PD | _____ | X( | _____ | + | _____ | = | _____ | )X | _____ | X | _____ | = | _____ |
| PIP | _____ | X( | _____ | + | _____ | = | _____ | )X | _____ | X | _____ | = | _____ |
| UM | _____ | | NA | | NA | | NA | | NA | | NA | = | |
| | | | | | | | | | | | TOTAL PREMIUM | = | |

NOTE (1): Base Premium—For BI, PD, and PIP see the Commercial Automobile Liability Rates schedules, for UM see the Commercial Automobile Uninsured Motorists Coverage rate schedules.

For autos not subject to the Florida Motor Vehicle No-Fault Law—See Rule 54.C.8.

Primary Factor—See Rule 53.D and the Primary Classifications—Rating Factors tables.

Secondary Factor—See Rule 53.E.

Change in Limits or PIP Deductibles/Rating Options—For BI and PD see Rule 58, for PIP see Rule 25.

Surcharge Adjustment—See Rule 24 and paragraph C, Note 7 (i.e., 5 pts. = 75% = 1.75 entered onto worksheet; if 7 pts. = 150% enter 2.50, etc.).

Whole Dollar Premium—See Rule 14.

NOTE (2): Territory—See Rule 54.C.1.

NOTE (3): CSL Premium = BI Premium + PD Premium



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## PUBLIC AUTO ZONE RATING WORKSHEET

NAMED INSURED: _____

AUTO: YR / MAKE / MODEL _____

COVERAGE: Liability _____
PIP _____
UM _____

TERRITORY: _____

ZONE COMBINATION: _____ POINTS: _____

USE CLASS: _____ SURCHARGE PERCENTAGE: _____

| COVERAGE | BASE PREMIUM | | PREMIUM ADJUSTMENT | | PRIMARY FACTOR | | CHANGE IN LIMITS OR DEDUCTIBLES | | SURCHARGE ADJUSTMENT | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|---|---|---|---|
| BI | | X | .87 | X | | X | | X | | = | |
| PD | | | NA | X | | X | | X | | = | |
| PIP | | X | .09 | | NA | X | | X | | = | |
| UM | | | NA | | NA | | NA | | NA | = | |
| | | | | | | | | | TOTAL PREMIUM | = | |

NOTE (1): Base Premiums—BI, PD for autos not subject to no-fault, see the Commercial Automobile Liability Rates schedules. For UM see the Commercial Automobile Uninsured Motorists Coverage rate schedules.

For autos subject to the Florida No-Fault Law—See Note on the Commercial Automobile Liability Rates schedule.

Primary Factor—See Rule 53.D and the Primary Classifications—Rating Factors tables.

Change in Limits or PIP Deductibles/Rating Options—For BI and PD see Rule 58, for PIP see Rule 25.

Surcharge Adjustment—See Rule 24 and paragraph C, Note 7 (i.e., 5 pts. = 75% = 1.75 entered onto worksheet; if 7 pts. = 150% enter 2.50, etc.).

NOTE (2): CSL Premium = BI Premium + PD Premium



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## SEASONAL OR MIGRANT FARM WORKERS RATING WORKSHEET

| | | |
|---|---|---|
| NAMED INSURED: _____ | | |
| AUTO: | YR / MAKE / MODEL _____ | SEATING CAPACITY: _____ |
| COVERAGE: | Liability _____ | TERRITORY: _____ |
| | PIP _____ | |
| | UM _____ | |

| COVERAGE | BASE PREMIUM | | PRIMARY FACTOR | | RATING FACTOR | | CHANGE IN LIMITS OR DEDUCTIBLES | | SURCHARGE ADJUSTMENT | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|---|---|---|---|
| BI | _____ | X | _____ | X | .50 | X | _____ | X | _____ | = | _____ |
| PD | _____ | X | _____ | X | .50 | X | _____ | X | _____ | = | _____ |
| PIP | _____ | X | _____ | X | .50 | X | _____ | X | _____ | = | _____ |
| UM | _____ | | NA | | NA | | NA | | NA | = | |
| | | | | | | | | | TOTAL PREMIUM | = | |

NOTE (1): Base Premium—For BI, PD, and PIP see the Commercial Automobile Liability Rates schedules, and for UM see the Commercial Automobile Uninsured Motorists Coverage rate schedule.

Primary Factor—See Rule 53.D and the Primary Classifications—Rating Factors tables.

Change in Limits or PIP Deductibles/Rating Options—For BI and PD see Rule 58, for PIP see Rule 25.

Surcharge Adjustment—See Rule 24 and paragraph C, Note 7 (i.e., 5 pts. = 75% = 1.75 entered onto worksheet; if 7 pts. = 150% enter 2.50, etc.).

Whole Dollar Premium—See Rule 14.

NOTE (2): Territory—See Rule 57.B.1.



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## GARAGES, DEALERS, SERVICE STATIONS, AND PARKING FACILITIES SECTION



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## NOTES



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## Rule 60. GENERAL INFORMATION

A. The following subjects are covered in this Section:

1. Exceptions to the Rules of Practice—General Rules Section
2. Applicability of policy
3. Premium development—dealers
4. Premium development—automobile service operations or trailer sales
5. Escalators
6. Increased limits
7. Rates

B. **Eligibility—Automobile Dealers**

1. This subsection applies only to risks whose business is principally that of franchised and nonfranchised automobile dealers other than trailer dealers who are licensed in accordance with the Florida statutes.
2. Classifications (Only one classification applies to a risk for liability coverages.)
   a. Franchised private passenger auto dealer (with or without any other type of franchise)
   b. Franchised truck or truck-tractor dealer (with or without any other type of franchise except private passenger auto franchise)
   c. Franchised motorcycle dealer including all two wheeled cycle vehicles (no private passenger or truck franchise)
   d. Franchised recreational vehicle dealer (no private passenger, snowmobile, or residence type mobile home trailer franchise)
   e. Other franchised self-propelled land motor vehicle dealer
   f. Nonfranchised dealer (any risk described above that is not a franchised dealer)

      NOTE 1: No garage liability policy will knowingly be issued on a risk which does not comply with the motor vehicle dealer licensing laws as contained in F.S. 320.27.

      NOTE 2: A clear front view photo of all the applicant's or insured's premises written in Rules 60, 63, and 64 must be received by the servicing carrier with the application.

C. **Eligibility—Automobile Service Operations or Trailer Sales**

1. This subsection applies to repair shops, service stations, storage garages, public parking places, and franchised and nonfranchised trailer dealers.
   a. Automobiles owned or hired are not eligible for garage coverage. Rate these automobiles according to their appropriate classifications in the appropriate section of the Manual. Rate automobiles rented to customers according to the Leasing or Rental Concerns Rule (Rule 96).
   b. Registration plates not assigned to a specific automobile, rate according to the Dealers and Transporter Plates Rule (Rule 88) in the Special Types Section of this Manual.
2. Classifications (Only one classification applies to a risk.)
   a. Repair Shops—Risks primarily engaged in the repair of automobiles or motorcycles, including body, fender, radiator, ignition service, and paint shops.
   b. Service Stations—Risks primarily engaged in the servicing of automobiles (including auto laundries) and the sale of and installation of automobile accessories excluding major engine or body repair work.

      "Major engine repair work" means the replacement of moving parts within the block, transmission, or differential.

      "Major body repair work" means the replacement of body panels, doors, or hoods.
   c. Storage Garages and Public Parking Places—Risks primarily engaged in storing or parking automobiles.
   d. Franchised and nonfranchised resident type mobile home trailer dealers.
   e. Franchised and nonfranchised commercial trailer dealers.
   f. Tow Truck Operators—Risks exclusively engaged in operating tow trucks and not subject to any other classification in this Rule.

## Rule 61. EXCEPTIONS TO THE RULES OF PRACTICE—GENERAL RULES SECTION

All rules apply.

## Rule 62. APPLICABILITY OF POLICY

Coverage for risks eligible for garage liability insurance, as per the Manual Rules, shall be provided uniform coverage under the Garage Coverage Form. Additional Condition Endorsement Form must be attached.

## Rule 63. PREMIUM DEVELOPMENT—DEALERS

NOTE 1: All policies written in accordance with this Rule shall be subject to audits and/or preinsurance inspections.

NOTE 2: ★All dealer risks that develop an annual manual premium of $7,000 or more shall be submitted on a Request for Proposal form. **Coverage cannot be bound.**✣



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## GARAGES, DEALERS, SERVICE STATIONS, AND PARKING FACILITIES

Only those locations listed on the application shall be covered.

Compute the advance premium at inception and the earned premium as developed by audit separately for each location according to the following procedures.

A. **Liability (Limited Coverage for Customers) and No-fault Coverages**. Multiply the rates on the rate schedules by the total rating units determined as follows:

1. Class I Employees

a. ★Full Time Employees (20 or more hours per week). Determine the number of rating units by multiplying the number of these employees by the following factor:

**Factor**

1.00

✣

(1) Proprietors, partners, and officers active in the business

(2) Sales persons, general managers, service managers, and any employee whose principal duty involves the operation of automobiles

(3) Any employee whose principal duty involves the operation of automobiles or who is furnished a garage automobile

b. ★Part Time Employees (less than 20 hours per week). Determine the number of rating units by multiplying the number of employees by the following factor:

**Factor**

.50

c. All Other Employees. Determine the number of rating units by multiplying the number of employees by the following factor:

**Factor**

.40

✣

2. Class II—Nonemployees. Any individual other than a person described in Class I who is regularly furnished with a dealer's automobile. If more than one person has the use of the same furnished automobile, use only the factor for the highest rated operator in determining rating units.

a. ★Under Age 25. Determine the number of rating units by multiplying the number of these persons by the following factor:

**Factor**

1.15

b. Age 25 or Over. Determine the number of rating units by multiplying the number of these persons by the following factor:

**Factor**

.50

✣

3. The minimum number of rating units for liability and no-fault coverages is 2.00, (for the highest rated location), or the number of dealer plates, whichever is greater.

**Note**: The dealer plate tag number for each dealer plate must be reported to the servicing carrier on the application. Only those reported will be covered.

B. **Liability—Extended Liability Coverage for Customers**

1. Liability coverage may be extended to provide unlimited customer coverage.

2. ★Multiply the total premium developed for the limited liability by the following factor:

**Factor**

1.25

✣

C. **Automobiles Furnished for Regular Use to Other than Class I or Class II Operators**. Compute the premiums for all coverages by using the rating territory where the dealer is located for each owned automobile as follows:

1. ★Private Passenger Automobiles. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.✣

2. Trucks, Tractors, and Trailers. Charge the premiums developed by the applicable trucks, tractors, or trailers classification.

3. ★To determine the premium for automobiles not subject to the Florida Motor Vehicle No-Fault Law, multiply the bodily injury rates by the following factors:✣

| | |
|---|---|
| Private Passenger Class 3 | 1.80 |
| Tractors and Trailers | 1.71 |

D. **Pick Up or Delivery of Automobiles**

1. If the exposure for nonfranchised dealer includes the pick up or delivery of automobiles beyond a 50-mile radius of the limits of the city or town where operations are conducted, rate each driver per trip for such pick up or delivery operations as follows:

**Per Driver Per Trip Liability Rates**

| Mileage | BI $10/20 | PD $10,000 | PIP |
|---|---|---|---|
| 51–200 miles | $4 | $2 | $18 |
| Over 200 miles | 5 | 3 | 22 |

2. The minimum premium is the private passenger Class 3 premium for the rating territory where the dealer is located.

E. If uninsured motorists coverage is applicable, refer to Rule 6 and rate schedules.

F. If increased limits apply, refer to Rule 66.

G. If additional charges apply, refer to Rule 24.



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H. If a financial responsibility charge applies, refer to Rule 19.

I. Escalators—Determine if Rule 65 is applicable.

## Rule 64. PREMIUM DEVELOPMENT—AUTOMOBILE SERVICE OPERATIONS OR TRAILER SALES

NOTE 1: All policies written in accordance with this Rule shall be subject to audits and/or preinsurance inspections.

NOTE 2: All automobile service operations or trailer sales risks that develop an annual manual premium of $7,000 or more shall be submitted on a Request for Proposal form. **Coverage cannot be bound.**

Only those locations listed on the application shall be covered.

Determine the rating territory from definitions based on the street address for each location.

Compute the advance premium at inception and the earned premium as developed by audit separately for each location according to the following procedures:

A. **Liability**

1. Multiply the rates per $100 of payroll shown on the rate schedules by the estimated annual payroll.
2. The payroll for each employee, including the payroll or remuneration of any off-premises employees, must be the actual salary subject to an average maximum of $100 per week. All active proprietors or officers must be included at a fixed amount of $100 per week. Do not include inactive proprietors or officers.
3. The minimum premium for each location is the service rate on the rate schedules multiplied by 100 subject to increased limits.

B. If uninsured motorists coverage is applicable, refer to Rule 6 and rate schedules.

C. If increased limits apply, refer to Rule 66.

D. If a financial responsibility charge applies, refer to Rule 19.

E. Escalators—Determine if Rule 65 is applicable.

## Rule 65. ESCALATORS

Coverage for escalators used for raising or lowering passengers may be added.

**Note**: Refer to servicing carrier for rating (See Section 9).

## Rule 66. INCREASED LIMITS

A. The increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates shown in this Manual to determine the premium for other limits:

**Table 1**

| BI Limits | Garages Subject to the No-Fault Law<br>All Risks | Garages Not Subject to the No-Fault Law<br>All Risks |
|---|---|---|
| 10/20 | — | 1.00 |
| 15/30 | — | 1.15 |
| 25/50 | — | 1.37 |
| 50/100 | 1.92 | 1.70 |
| 100/300 | 2.68 | 2.16 |

**Table 2**

| PD Limits | All Risks |
|---|---|
| $10,000 | 1.00 |
| 25,000 | 1.13 |
| 50,000 | 1.34 |

B. The single limit increased limits table below shows the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates to determine the premium for the single limit shown.

**Table 3**

| Single Limits | Garages Subject to the No-Fault Law | Garages Not Subject to the No-Fault Law |
|---|---|---|
| $ 30,000 | 1.25 | 1.20 |
| 50,000 | 1.48 | 1.38 |
| 100,000 | 1.85 | 1.63 |
| 300,000 | 2.53 | 2.01 |

For determining additional charges applicable in accordance with Rule 24, paragraph C, NOTE 6, the bodily injury and property damage single limits private passenger liability rates are determined by applying the appropriate factor from the table shown below to the total of the $10,000/20,000 bodily injury and $10,000 property damage combined rate determined in accordance with this Manual.

**Table 4**

| Single Limits | Garages Subject to the No-Fault Law |
|---|---|
| $ 30,000 | 1.53 |
| 50,000 | 1.86 |
| 100,000 | 2.14 |
| 300,000 | 2.68 |

NOTE 1: Minimum limits required for motor vehicle dealers per F.S. 320.27 is $30,000 CSL.

NOTE 2: Section 627.7415 of the Florida Statutes requires that the following single limits of liability be written as a minimum for the indicated GVW or GCW. Additionally, vehicles with a GVW less than 26,000 lbs. that have three or more axles must carry at least $50,000 CSL.

| GVW or GCW | Minimum Limits |
|---|---|
| 26,000–34,999 lbs | $ 50,000 CSL |
| 35,000–43,999 lbs | 100,000 CSL |
| 44,000 and Higher | 300,000 CSL |

## Rules 67–69. RESERVED FOR FUTURE USE



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**GARAGES, DEALERS, SERVICE STATIONS, AND PARKING FACILITIES**

## COMMERCIAL AUTOMOBILE LIABILITY RATES

**For Limits of $10,000/20,000 BI and $10,000 PD and Personal Injury Protection**

**GARAGES SUBJECT TO THE NO-FAULT LAW**

| | DEALERS | | |
|---|---|---|---|
| **Territory** | **$10/20 BI*** | **$10,000 PD*** | **PIP** |
| **05** | $1,197 | $350 | $ 357 |
| **06** | 1,581 | 462 | 420 |
| **07** | 1,652 | 482 | 441 |
| **10** | 1,008 | 294 | 210 |
| **12** | 966 | 282 | 252 |
| **14** | 1,430 | 418 | 462 |
| **15** | 2,229 | 651 | 1,050 |
| **19** | 1,785 | 521 | 546 |
| **20** | 1,538 | 449 | 420 |
| **23** | 918 | 268 | 189 |
| **32** | 800 | 234 | 210 |
| **33** | 1,367 | 399 | 504 |
| **34** | 1,745 | 509 | 651 |
| **35** | 1,510 | 441 | 441 |
| **36** | 1,134 | 331 | 252 |
| **37** | 1,116 | 326 | 231 |
| **38** | 1,116 | 326 | 315 |
| **39** | 906 | 265 | 210 |
| **40** | 800 | 234 | 252 |
| **41** | 841 | 245 | 273 |
| **42** | 1,026 | 299 | 315 |
| **43** | 1,039 | 303 | 294 |
| **44** | 908 | 265 | 231 |
| **45** | 740 | 216 | 231 |
| **46** | 839 | 245 | 189 |
| **47** | 798 | 233 | 231 |
| **48** | 1,107 | 323 | 273 |
| **49** | 885 | 258 | 294 |
| **51** | 794 | 232 | 357 |
| **52** | 1,126 | 329 | 273 |
| **53** | 808 | 236 | 462 |
| **54** | 1,502 | 439 | 315 |
| **55** | 819 | 239 | 231 |
| **56** | 788 | 230 | 273 |
| **57** | 1,041 | 304 | 315 |
| **58** | 1,240 | 362 | 273 |
| **59** | 823 | 240 | 252 |
| **60** | 846 | 247 | 252 |
| **61** | 839 | 245 | 231 |
| **62** | 875 | 256 | 315 |
| **63** | 860 | 251 | 231 |
| **64** | 733 | 214 | 315 |
| **65** | 885 | 258 | 231 |
| **66** | 1,043 | 305 | 273 |
| **67** | 814 | 238 | 189 |
| **68** | 790 | 231 | 210 |
| **69** | 731 | 213 | 252 |
| **70** | 758 | 221 | 252 |
| **71** | 652 | 190 | 210 |
| **72** | 738 | 216 | 231 |
| **73** | 758 | 221 | 252 |
| **74** | 735 | 214 | 252 |
| **75** | 846 | 247 | 252 |
| **76** | 887 | 259 | 231 |
| **77** | 752 | 220 | 252 |
| **78** | 858 | 250 | 252 |
| **79** | 796 | 232 | 252 |
| **80** | 781 | 228 | 252 |
| **81** | 814 | 238 | 252 |
| **82** | 804 | 235 | 252 |
| **83** | 806 | 235 | 252 |
| **84** | 796 | 232 | 252 |
| **85** | 854 | 249 | 273 |
| **86** | 806 | 235 | 252 |
| **87** | 704 | 205 | 252 |
| **88** | 879 | 257 | 252 |
| **89** | 821 | 240 | 252 |
| **90** | 746 | 218 | 252 |
| **91** | 842 | 246 | 273 |
| **92** | 846 | 247 | 252 |
| **93** | 1,109 | 324 | 252 |
| **94** | 812 | 237 | 273 |
| **95** | 995 | 290 | 315 |
| **96** | 779 | 227 | 252 |

Extended Liability Coverage for dealers–multiply rates by 1.25

*Other than auto losses are subject to an aggregate limit equal to three times the displayed liability limit.



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## COMMERCIAL AUTOMOBILE LIABILITY RATES

**For Limits of $10,000/20,000 BI and $10,000 PD**

**GARAGES NOT SUBJECT TO THE NO-FAULT LAW**

| | SERVICE* | |
|---|---|---|
| **Territory** | **$10/20 BI** | **$10,000 PD** |
| **05** | $10.05 | $1.94 |
| **06** | 10.61 | 2.03 |
| **07** | 10.61 | 2.03 |
| **10** | 10.05 | 1.94 |
| **12** | 10.05 | 1.94 |
| **14** | 14.57 | 2.81 |
| **15** | 14.57 | 2.81 |
| **19** | 13.91 | 2.67 |
| **20** | 13.91 | 2.67 |
| **23** | 10.09 | 1.94 |
| **32** | 10.09 | 1.94 |
| **33** | 14.57 | 2.81 |
| **34** | 13.91 | 2.67 |
| **35** | 13.91 | 2.67 |
| **36** | 10.90 | 2.10 |
| **37** | 10.90 | 2.10 |
| **38** | 10.09 | 1.94 |
| **39** | 10.09 | 1.94 |
| **40** | 10.09 | 1.94 |
| **41** | 10.05 | 1.94 |
| **42** | 10.05 | 1.94 |
| **43** | 10.05 | 1.94 |
| **44** | 10.05 | 1.94 |
| **45** | 10.05 | 1.94 |
| **46** | 10.05 | 1.94 |
| **47** | 10.05 | 1.94 |
| **48** | 10.05 | 1.94 |
| **49** | 10.05 | 1.94 |
| **51** | 10.05 | 1.94 |
| **52** | 10.05 | 1.94 |
| **53** | 10.05 | 1.94 |
| **54** | 10.05 | 1.94 |
| **55** | 10.05 | 1.94 |
| **56** | 10.05 | 1.94 |
| **57** | 10.05 | 1.94 |
| **58** | 10.05 | 1.94 |
| **59** | 10.05 | 1.94 |
| **60** | 10.05 | 1.94 |
| **61** | 10.05 | 1.94 |
| **62** | 10.05 | 1.94 |
| **63** | 10.05 | 1.94 |
| **64** | 10.05 | 1.94 |
| **65** | 10.05 | 1.94 |
| **66** | 10.05 | 1.94 |
| **67** | 10.09 | 1.94 |
| **68** | 10.09 | 1.94 |
| **69** | 10.05 | 1.94 |
| **70** | 10.05 | 1.94 |
| **71** | 10.05 | 1.94 |
| **72** | 10.09 | 1.94 |
| **73** | 10.09 | 1.94 |
| **74** | 10.09 | 1.94 |
| **75** | 10.09 | 1.94 |
| **76** | 10.09 | 1.94 |
| **77** | 10.09 | 1.94 |
| **78** | 10.09 | 1.94 |
| **79** | 10.09 | 1.94 |
| **80** | 10.09 | 1.94 |
| **81** | 10.09 | 1.94 |
| **82** | 10.09 | 1.94 |
| **83** | 10.09 | 1.94 |
| **84** | 10.09 | 1.94 |
| **85** | 10.09 | 1.94 |
| **86** | 10.09 | 1.94 |
| **87** | 10.09 | 1.94 |
| **88** | 10.09 | 1.94 |
| **89** | 10.09 | 1.94 |
| **90** | 10.09 | 1.94 |
| **91** | 10.09 | 1.94 |
| **92** | 10.09 | 1.94 |
| **93** | 10.09 | 1.94 |
| **94** | 10.09 | 1.94 |
| **95** | 10.09 | 1.94 |
| **96** | 10.09 | 1.94 |

***** Other than auto losses are subject to an aggregate limit equal to three times the displayed liability limit.



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## GARAGES, DEALERS, SERVICE STATIONS, AND PARKING FACILITIES

### UNINSURED MOTORISTS COVERAGE—AUTOMOBILE DEALERS

#### PLATES USED PRIMARILY ON VEHICLES SUBJECT TO THE NO-FAULT LAW

| | | Territories 14, 15, 33 | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| Split Limits | Single Limit | First Plate | Each Additional Plate | Nonstacked | First Plate | Each Additional Plate | Nonstacked |
| $ 10,000/20,000 | | $152 | $190 | $137 | $117 | $146 | $105 |
| 30,000/30,000 | $ 30,000 | 267 | 334 | 240 | 232 | 290 | 209 |
| 25,000/50,000 | | 271 | 339 | 244 | 236 | 295 | 212 |
| 50,000/50,000 | 50,000 | 308 | 385 | 277 | 273 | 341 | 246 |
| 50,000/100,000 | | 319 | 399 | 287 | 284 | 355 | 256 |
| 100,000/100,000 | 100,000 | 335 | 419 | 302 | 300 | 375 | 270 |
| 100,000/300,000 | | 373 | 466 | 336 | 338 | 423 | 304 |
| 300,000/300,000 | 300,000 | 395 | 494 | 356 | 360 | 450 | 324 |

| | | All Other Territories | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| Split Limits | Single Limit | First Plate | Each Additional Plate | Nonstacked | First Plate | Each Additional Plate | Nonstacked |
| $ 10,000/20,000 | | $152 | $190 | $137 | $117 | $146 | $105 |
| 30,000/30,000 | $ 30,000 | 214 | 268 | 193 | 179 | 224 | 161 |
| 25,000/50,000 | | 217 | 271 | 195 | 182 | 228 | 164 |
| 50,000/50,000 | 50,000 | 237 | 296 | 213 | 202 | 253 | 182 |
| 50,000/100,000 | | 243 | 304 | 219 | 208 | 260 | 187 |
| 100,000/100,000 | 100,000 | 252 | 315 | 227 | 217 | 271 | 195 |
| 100,000/300,000 | | 272 | 340 | 245 | 237 | 296 | 213 |
| 300,000/300,000 | 300,000 | 284 | 355 | 256 | 249 | 311 | 224 |

#### PLATES USED PRIMARILY ON VEHICLES NOT SUBJECT TO THE NO-FAULT LAW

| | | Territories 14, 15, 33 | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| Split Limits | Single Limit | First Plate | Each Additional Plate | Nonstacked | First Plate | Each Additional Plate | Nonstacked |
| $ 10,000/20,000 | | $178 | $223 | $160 | $137 | $171 | $123 |
| 30,000/30,000 | $ 30,000 | 293 | 366 | 264 | 252 | 315 | 227 |
| 25,000/50,000 | | 297 | 371 | 267 | 256 | 320 | 230 |
| 50,000/50,000 | 50,000 | 334 | 418 | 301 | 293 | 366 | 264 |
| 50,000/100,000 | | 345 | 431 | 311 | 304 | 380 | 274 |
| 100,000/100,000 | 100,000 | 361 | 451 | 325 | 320 | 400 | 288 |
| 100,000/300,000 | | 399 | 499 | 359 | 358 | 448 | 322 |
| 300,000/300,000 | 300,000 | 421 | 526 | 379 | 380 | 475 | 342 |

| | | All Other Territories | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| Split Limits | Single Limit | First Plate | Each Additional Plate | Nonstacked | First Plate | Each Additional Plate | Nonstacked |
| $ 10,000/20,000 | | $178 | $223 | $160 | $137 | $171 | $123 |
| 30,000/30,000 | $ 30,000 | 240 | 300 | 216 | 199 | 249 | 179 |
| 25,000/50,000 | | 243 | 304 | 219 | 202 | 253 | 182 |
| 50,000/50,000 | 50,000 | 263 | 329 | 237 | 222 | 278 | 200 |
| 50,000/100,000 | | 269 | 336 | 242 | 228 | 285 | 205 |
| 100,000/100,000 | 100,000 | 278 | 348 | 250 | 237 | 296 | 213 |
| 100,000/300,000 | | 298 | 373 | 268 | 257 | 321 | 231 |
| 300,000/300,000 | 300,000 | 310 | 388 | 279 | 269 | 336 | 242 |

**Note**: Charge the rates above for each set of dealer or transporter plates in addition to the rates charged for any separately registered automobiles



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## UNINSURED MOTORISTS COVERAGE—AUTOMOBILE SERVICE OPERATIONS OR TRAILER SALES

**Note**: Coverage may be provided to either (1) the insured named in the Declarations of the policy, if an individual or husband and wife, and provided such person does not own an automobile, or (2) an executive officer, partner, or employee of the named insured provided such person does not own an automobile, or (3) the named insured in the Declarations of the policy, if other than (1) or (2).

| | | Territories 14, 15, 33 | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| Split Limits | Single Limit | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $152 | $190 | $137 | $117 | $146 | $105 |
| 15,000/30,000 | | 223 | 279 | 201 | 188 | 235 | 169 |
| 25,000/50,000 | | 271 | 339 | 244 | 236 | 295 | 212 |
| 50,000/50,000 | $ 50,000 | 308 | 385 | 277 | 273 | 341 | 246 |
| 50,000/100,000 | | 319 | 399 | 287 | 284 | 355 | 256 |
| 100,000/100,000 | 100,000 | 335 | 419 | 302 | 300 | 375 | 270 |
| 100,000/300,000 | | 373 | 466 | 336 | 338 | 423 | 304 |
| 300,000/300,000 | 300,000 | 395 | 494 | 356 | 360 | 450 | 324 |

| | | All Other Territories | | | | | |
|---|---|---|---|---|---|---|---|
| | | Individual Named Insured | | | Other Than Individual Named Insured | | |
| | | Stacked | | | Stacked | | |
| Split Limits | Single Limit | First Auto | Each Additional Auto | Nonstacked | First Auto | Each Additional Auto | Nonstacked |
| $ 10,000/20,000 | | $152 | $190 | $137 | $117 | $146 | $105 |
| 15,000/30,000 | | 190 | 238 | 171 | 155 | 194 | 140 |
| 25,000/50,000 | | 217 | 271 | 195 | 182 | 228 | 164 |
| 50,000/50,000 | $ 50,000 | 237 | 296 | 213 | 202 | 253 | 182 |
| 50,000/100,000 | | 243 | 304 | 219 | 208 | 260 | 187 |
| 100,000/100,000 | 100,000 | 252 | 315 | 227 | 217 | 271 | 195 |
| 100,000/300,000 | | 272 | 340 | 245 | 237 | 296 | 213 |
| 300,000/300,000 | 300,000 | 284 | 355 | 256 | 249 | 311 | 224 |

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## GARAGES, DEALERS, SERVICE STATIONS, AND PARKING FACILITIES

### GARAGE DEALERS—OUTLINE TO DETERMINE RATING UNITS

| | | Number of Persons | | Rating Units |
|---|---|---|---|---|
| **CLASS I—Employees** | | | | |
| Proprietors, partners, and officers if active in the business. | | | | |
| Sales persons, managers (general and service), and any employee whose principal duty involves the operation of automobiles or who is furnished a garage automobile | 1.00 X | _____ | = | _____ |
| Above employees working an average of less than 20 hours per week | .50 X | _____ | = | _____ |
| All Other Employees | | | | |
| Multiply the number of all other employees by .40 | .40 X | _____ | = | _____ |
| Above employees working an average of less than 20 hours per week | .20 X | _____ | = | _____ |
| **CLASS II—Nonemployees** | | | | |
| Not in Class I and regularly furnished a dealer's automobile | | | | |
| If more than one person has the use of the same furnished automobiles, use only the factor for the highest rated operator | | | | |
| Under age 25 | 1.15 X | _____ | = | _____ |
| Age 25 and over | .50 X | _____ | = | |
| | TOTAL RATING UNITS | | = | _____ |

### AUTOMOBILES FURNISHED FOR REGULAR USE TO OTHER THAN CLASS I OR CLASS II OPERATORS

Compute the premiums for all coverages by using the rating territory where the dealer is located for each owned auto as follows:

| | |
|---|---|
| Private Passenger Automobile | Charge Private Passenger Class 3. |
| Trucks, Tractors, and Trailers | Charge premium developed by applicable truck, tractor, or trailer classifications. |



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## GARAGE DEALER RATING WORKSHEET

NAMED INSURED: _____

TOTAL RATING UNITS: _____ DEALER PLATES: _____ POINTS: _____

COVERAGE: Liability _____

PIP _____

UM _____

TERRITORY: _____

| COVERAGE | BASE RATE | | CHANGE IN LIMITS OR DEDUCTIBLES | | RATE PER RATING UNIT | | *NUMBER RATING UNITS | | PREMIUM BEFORE SURCHARGE | | SURCHARGE | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BI | _____ | x | _____ | = | _____ | x | _____ | = | _____ | + | _____ | = | _____ |
| PD | _____ | x | _____ | = | _____ | x | _____ | = | _____ | + | _____ | = | _____ |
| PIP | _____ | x | _____ | = | _____ | x | _____ | = | _____ | + | _____ | = | _____ |
| UM | _____ | | | | | x | _____ | | | | | = | _____ |

**TOTAL GARAGE DEALER PREMIUM = _____

| COVERAGE | CLASS 3 PRIVATE PASSENGER-PREMIUM | | CHANGE IN LIMITS OR DEDUCTIBLES | | SURCHARGE PERCENTAGE | | SURCHARGE |
|---|---|---|---|---|---|---|---|
| BI | _____ | x | _____ | x | _____ | = | _____ |
| PD | _____ | x | _____ | x | _____ | = | _____ |
| PIP | _____ | x | _____ | x | _____ | = | _____ |

***** NOTE (1): Minimum premium—number rating units or dealer plates, whichever is greater (minimum of 2) for BI, PD, and PIP.

NOTE (2): Base rate—for BI, PD, and PIP see top of the Commercial Automobile Liability Rates schedule. For UM see the Uninsured Motorists Coverage, Automobile Dealers rate schedule.

Change in limits or deductibles—for BI and PD see Rule 66, Tables 1 through 4, for UM see the Uninsured Motorists Coverage rate schedule, for PIP see Rule 25.

Rate per rating unit—round to the nearest cent.

Number rating units—see Rule 63.A and Outline to Determine Rating Units.

Premium before surcharge—round to the nearest cent.

Class 3 private passenger premium—see private passenger rate schedules and applicable territory, also see Rule 66, Tables 3 and 4.

Surcharge percentage—see Rule 24 and Note 6. (i.e., 5 pts. = 75% = .75 entered onto worksheet, if 7 pts. = 150% enter 1.50 etc.)

Surcharge—round to the nearest cent.

NOTE (3): If pick up or delivery of autos, see Rule 63.D. Be sure to note the minimum premium for this coverage.

NOTE (4): CSL premium = BI premium + PD premium.

****** Subject to audit.



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**GARAGES, DEALERS, SERVICE STATIONS, AND PARKING FACILITIES**

## AUTOMOBILE SERVICE OPERATIONS OR TRAILER SALES RATING WORKSHEET

NAMED INSURED: _____

TOTAL ADJUSTED PAYROLL: _____ (See Below)

COVERAGE: Liability _____

UM _____

TERRITORY: _____ PTS: N/A

| COVERAGE | TOTA L ADJUSTED PAYROLL | | RATE PER $100 | | INCREASED LIMITS | | WHOLE DOLLAR PREMIUM |
|---|---|---|---|---|---|---|---|
| BI | _____ | x | _____ | x | _____ | = | _____ |
| PD | _____ | x | _____ | x | _____ | = | _____ |

| | RATE PER NAMED INDIVIDUAL | | NUMBER OF INDIVIDUALS | | |
|---|---|---|---|---|---|
| UM | _____ | x | _____ | = | _____ |

*TOTAL GARAGE SERVICE OPERATION PREMIUM = _____

NOTE (1): Minimum premium—rate shown on the bottom of the Commercial Automobile Liability Rates schedule multiplied by 100 for each location, subject to increased limits.

NOTE (2): Total adjusted payroll—Rule 64.A.2.

Rate per $100—See bottom of the Commercial Automobile Liability Rates schedule.

Increased Limits—For BI and PD see Rule 66, Tables 1 and 2. For UM see the Uninsured Motorists Coverage, Automobile Service Operations or Trailer Sales rate schedule.

Rate per named individual—see the Uninsured Motorists Coverage, Automobile Service Operations or Trailer Sales rate schedule.

**ADJUSTED PAYROLL CALCULATIONS**

| NAME OF EMPLOYEE OR POSITION | PAYROLL | | ADJUSTED PAYROLL |
|---|---|---|---|
| _____ | _____ | = | _____ |
| _____ | _____ | = | _____ |
| _____ | _____ | = | _____ |
| _____ | _____ | = | _____ |
| _____ | _____ | = | _____ |
| TOTAL ADJUSTED PAYROLL ..... | | = | _____ |

* Subject to audit.



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## NONOWNED AUTOMOBILE SECTION



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## NOTES



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## Rule 70. GENERAL INFORMATION

The following subjects are covered in this Section:

1. Exceptions to Rules of Practice—General Rules Section
2. Applicability of policy
3. Individual named nonowned policy
4. Drive other car coverage
5. Hired autos
6. ★Nonowned auto liability✣
7. Extended nonowned liability coverage
8. Increased limits
9. Partnership as the named insured—nonownership liability

## Rule 71. EXCEPTIONS TO THE RULES OF PRACTICE—GENERAL RULES SECTION

All rules apply.

## Rule 72. APPLICABILITY OF POLICY NONOWNED

Eligible applicants desiring named nonowners and extended nonowned liability coverage shall be provided uniform coverage under the Personal Auto Policy, with no personal injury protection coverage afforded and with the Named Nonowner Coverage Endorsement attached.

★Eligible applicants desiring hired auto and/or nonownership shall be provided uniform coverage equivalent to the Business Auto Coverage Form or Garage Coverage Form amended by the Florida Personal Injury Protection Endorsement for eligible risks.✣

## Rule 73. INDIVIDUAL NAMED NONOWNED POLICY

**Note**: This policy shall not be endorsed to add a specifically registered motor vehicle. Any newly acquired motor vehicle shall be submitted to the servicing carrier on a current application form properly executed by the insured and an FAJUA contracted producer.

For individuals who do not own an automobile. Minimum coverage shall be bodily injury liability and property damage liability and shall be provided on a Personal Auto Policy.

A. This Rule does not apply to the following types of risks:

1. Applicants involved in the repossession and resale of financed automobiles
2. Garages for the operation of any automobile
3. Automobiles hired under long term contract
4. Automobiles used in the business of the insured

B. **Premium Development**

1. Determine the applicable classification from Rule 35.
2. Determine the applicable territory.
3. Determine the rate for bodily injury liability and property damage liability from the Private Passenger Auto Rate Chapter multiplied by the appropriate class factor.
4. Determine the increased limits premiums (Rule 22 and Rule 38), if applicable.
5. Refer to Rule 83.H for bodily injury factor for private passenger vehicles not subject to Florida No-Fault Law.
6. Determine additional charges (Rule 24), if applicable.
7. ★Multiply the bodily injury liability premium that would apply if such individual owned a private passenger automobile by the following factor:

**Factor**

.90

8. Multiply the property damage liability premium that would apply if such individual owned a private passenger automobile by the following factor:

**Factor**

.50

✣

9. Determine the applicable expense fees from the Private Passenger Auto Rate Chapter to be added separately to the premiums for bodily injury and property damage liability. Such expense fees are subject to the cancellation provisions of this Manual, but are not subject to modification by the provisions of any other rating plan or rating rules.
10. Determine the applicable uninsured motorists premium from the table displayed in paragraph C.
11. Determine the financial responsibility charge (Rule 19), if applicable.

C. **Uninsured Motorists Coverage**

**Bodily Injury Rate per Nonowner**

| | LIMITS | | | |
|---|---|---|---|---|
| **Territories** | **10/20** | **15/30** | **25/50** | **50/50** |
| 14, 15, 33 | $302 | $413 | $491 | $541 |
| 19, 20, 34, 35 | 147 | 188 | 217 | 235 |
| All Others | 73 | 111 | 138 | 155 |
| **Territories** | **50/100** | **100/100** | **100/300** | **300/300** |
| 14, 15, 33 | $567 | $593 | $653 | $688 |
| 19, 20, 34, 35 | 245 | 255 | 277 | 290 |
| All Others | 164 | 173 | 193 | 205 |

## Rule 74. DRIVE OTHER CAR COVERAGE

**Liability Only**

A. Drive other car coverage is provided under a policy covering an automobile of any type other than a policy



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providing personal auto coverage for no additional charge in the following cases:

1. An individual named insured and spouse of such individual if a resident of same household who is an automobile dealer garage risk
2. An individual named insured and spouse of such individual if resident of same household who owns a private passenger automobile

B. Drive other car coverage may be provided under a policy covering an automobile of any type other than a policy providing personal auto coverage to

1. the named insured, if an individual and the owner or rentee of an automobile covered by the policy, or if a married couple either or both of whom own or rent such automobile;
2. the spouse of such individual if a resident of the same household;
3. one or more named co-owners or partners, if the automobile covered by the policy is owned jointly by two or more individuals, other than a married couple, or owned by a partnership.

For their liability arising out of the use of any other automobile by them or by others, charge $51 for $10,000/20,000 bodily injury and $45 for $10,000 property damage.

For uninsured motorists, charge the following rates per individual named:

★

**LIMITS**

| Territories | $10/20 | $15/30 | $25/50 | $50/50 or $50,000 Single Limit |
|---|---|---|---|---|
| 14, 15, 33 | $302 | $413 | $491 | $541 |
| 19, 20, 34, 35 | 147 | 188 | 217 | 235 |
| All Others | 73 | 111 | 138 | 155 |

| Territories | $50/100 | $100/100 or $100,000 Single Limit | $100/300 | $300/300 or $300,000 Single Limit |
|---|---|---|---|---|
| 14, 15, 33 | $567 | $593 | $653 | $688 |
| 19, 20, 34, 35 | 245 | 255 | 277 | 290 |
| All Others | 164 | 173 | 193 | 205 |

## Rule 75. HIRED AUTOS

A. This Rule applies to risks other than vehicle brokers, garage dealers, and drive-away contractors.

**Note**: All policies written in accordance with this Rule shall be subject to audits and/or preinsurance inspections.

The FAJUA requires documentation to rate these risks. Applications that do not indicate if the coverage is primary or excess and are not accompanied by the appropriate documentation shall be rated primary. The annual cost of hire rate shall be based on no less than $30,000 per vehicle except for trucker which will be no less than $60,000 per vehicle. Refer to Rule 76 for minimum cost of hire for fast food delivery and courier delivery.

B. **Eligibility**

1. This coverage is only available to those applicants who do not own autos or to those applicants who have all their autos insured in the FAJUA for liability coverage.
2. For truckers hiring autos for use in their trucking operations, refer to Rule 45. Truckers.
3. For social service agencies, moving van associations, and freight forwarding operations, refer to your servicing carrier for rating.

C. **Premium Development—Bodily Injury and Property Damage Liability Coverage**

1. Specified Auto Basis
   a. Provide coverage for hired autos on a specified auto basis if
      (1) an insured lessee or renter is providing primary liability coverage on the auto; and
      (2) the term of the lease or agreement is for six months or more.
   b. Rate and classify each auto as though owned by the insured lessee or renter according to the applicable rules in this Manual.
   c. If the policy is extended to cover the owner of the auto as an additional insured, multiply the otherwise applicable liability premium for each auto leased or rented by the additional insured by the following factor:

| Factor |
|---|
| 1.04 |

   d. Attach the appropriate Lessor—Additional Insured And Loss Payee endorsement.
2. Cost of Hire Basis
   a. Provide coverage for hired autos on a cost of hire basis if the term of the lease or agreement is
      (1) less than six months; or
      (2) six months or more, when the owner of the auto is providing primary liability coverage.
   b. Cost of hire is the total amount incurred by the insured for the leasing and hiring of autos the insured does not own. Cost of hire does not include charges for autos that are leased, hired, rented, or borrowed from any of the insured's employees, partners, members (if the insured is a limited liability company) or members of their households.
   c. For each state where the insured is expected to hire autos, separately estimate the annual cost of hire for each of the following, if applicable:
      (1) Autos for which primary liability coverage is provided by the insured
      (2) Autos for which excess liability coverage is provided by the insured



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d. Determine the advance premium as follows:

(1) For each state where the insured is expected to hire autos, divide the estimated annual cost of hire by 100 for each category of risk described in C.2.c.

(a) Taxicabs, Limousines, and Buses Hired Less Than Six Months

Multiply the result developed in paragraph C.2.d.(1) by the following:

| | Primary Liability Coverage | Excess Liability Coverage |
|---|---|---|
| Taxicabs and Limousines | 2% of the specified auto rates for the taxicab or limousine determined in accordance with the applicable Manual rule | Hired Auto rate in paragraph D |
| All Buses | 1% of the specified auto rate for the bus determined in accordance with the applicable Manual rule | |

(b) All Others

Multiply the result developed in paragraph C.2.d.(1) by the rate in paragraph D.

(2) Add the total cost of hire premium for all states.

e. Unless there is substantial change in exposures during the policy period, the advance premium is the earned premium.

f. The minimum premium shall be $19 for bodily injury liability $10,000/20,000 limits and $6 for $10,000 property damage liability limit.

3. Attach the appropriate Hired Autos Specified as Covered Autos You Own endorsement.

4. All applications for insurance written on a primary basis must be accompanied by documentation of all vehicles hired, loaned, leased, or furnished. Such documentation shall include but not be limited to the following: copies of leases, copies of registrations for loaned or furnished vehicles, and copies of payroll records for all vehicles which include driver/owner recuperation when the amount is not stated in the hired/leased/loaned or furnished documents.

5. Risks are subject to surcharges per Rule 24.

**Note**: Private passenger automobiles that are hired, loaned, leased, or furnished are not eligible for a physical damage only policy.

D. **Rates**

★

**All Territories**

| $10/20 BI | $10,000 PD |
|---|---|
| $2.00 | $0.58 |

✣

E. **Contractual Liability**

1. The insured is covered on a primary basis for liability assumed by contract for the rental or lease of any auto by the insured or by any of his or her employees except for

a. any auto rented with a driver; or

b. any truckers' hold harmless agreements.

If an employee rents or hires an auto in his or her own name for the purpose of performing duties related to the insured's business, use the applicable Employee Hired Autos endorsement.

2. Hired Car-If Any

The premium for hired car-if any shall be no less than the annual cost of hire rate of $30,000 per vehicle except for truckers which will be no less than $60,000 per vehicle. This coverage is available only on a primary basis.

3. Such coverage does not provide physical damage to any auto rented or leased by the insured.

**Note**: If a lease or similar agreement is renewed so as to extend (or extend with a relatively short termination or suspension) a previous lease agreement, which cumulatively exceeds six months or more, the risk shall be retroactively rated on a specified auto basis.

## Rule 76. NONOWNED AUTO LIABILITY COVERAGE

A. **Eligibility**

Coverage is limited to autos that weigh 10,000 pounds or less.

Only those locations listed on the application shall be covered.

**Note**: All policies written in accordance with this Rule shall be subject to audits and/or preinsurance inspections.

1. Nonowned auto liability covers the named insured for liability for bodily injury and/or property damage arising out of the use of any nonowned auto in the business of the named insured by any person other than the named insured. This coverage is excess of coverage provided by an employee's or volunteer's auto insurance.

2. Coverage for nonowned auto liability for garage risks is included in the basic garage charges. The



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following rating methodology applies to risks not rated under the Garage rule.

3. Nonowned auto liability does not apply to any risk that is eligible for coverage under Rules 53, 54, 88, and 90 or any vehicles rated in accordance with Rule 75.

B. **Premium Development—Messenger/Courier Operations and Prepared Food Delivery Services**

1. This section applies to the exposure of messenger/courier operations and prepared food delivery services utilizing nonowned autos and are operated by employees, independent contractors, or leased employees for the purpose of delivering food, packages, or messages.

2. If the messenger/courier operation or prepared food delivery service is a new business entity, a copy of the business plan shall be submitted with the application. The business plan shall be prepared and dated within the preceding 15 months of the application.

3. If the messenger/courier operation or prepared food delivery service is not a new business, a copy of an annual certified financial statement dated within the preceding 15 months shall be included with the application or a copy of the latest income tax return filed with the IRS which was submitted by an outside preparer.

4. If the messenger/courier operation or prepared food delivery service demonstrates at the time of application, upon renewal, and throughout the policy term that all of the following criteria remain satisfied, the liability premium for the hired and nonowned exposure shall be calculated in accordance with Rule 75.C, and the number of total employees per location will be charged, (the number of employees refers to all employees not just the drivers) provided

   a. the employees, independent contractors, or leased employees possess a current insurance policy with primary insurance coverage on a commercial auto policy with at least the minimum financial responsibility limits; and

      **Note**: A Personal Auto Policy with the public or livery and/or the carrying persons or property for a fee exclusions voided shall also satisfy this criterion.

   b. the insured maintains file copies of current Declarations pages from insurers for all employees, independent contractors, and leased employees with an endorsement naming the messenger/courier operation or prepared food delivery service as an additional insured; and

   c. the insurer has not filed proof of insurance for the messenger/courier operation or prepared food delivery service in compliance with any federal or state motor carrier financial responsibility requirements; and

   d. the minimum premium shall be based on cost of hire per year per location of $150,000.

5. If all of the conditions in paragraph B.4 do not exist, the liability premium shall be calculated as follows:

   a. Determine the average number of employees per day, per location that operate any motor vehicles in the insured's business.

   b. Multiply the Private Passenger Liability base rates for the territory in which the risk is located by the Class 3 factor determined from the Private Passenger Auto Rate Chapter. The minimum number of rating drivers shall be 4.00 per location.

   c. Multiply the rate determined above by the following factor to determine the premium for autos not subject to the Florida Motor Vehicle No-Fault Law:

| **Factor** |
|---|
| 1.80 |

C. **Premium Development—Employees and Volunteers**

1. Not Transporting Clients—Volunteers

   a. Determine the advance annual premium based on the number of employees in accordance with paragraph D.1 below.

   b. Charge an additional premium for volunteers as follows:

      Determine the total number of volunteers by

      (1) dividing the average number of volunteer hours per year by 50, and

      (2) dividing this amount by 30 to determine the number of chargeable units. Multiply this number by $3 per unit for $10,000/20,000 bodily injury and $1 per unit for $10,000 property damage liability. The minimum premium shall be $36 for $10,000/20,000 bodily injury and $11 for $10,000 property damage liability.

   c. Refer to Rule 83 for bodily injury factor for vehicles not subject to Florida No-Fault Law.

   d. Refer to Rule 78 for increased limits factors.

2. Transporting Clients—Employees and Volunteers

   a. Determine the advance annual premium based on the number of employees/volunteers in accordance with paragraph D.1 below.

   b. Charge an additional premium as follows:

      Determine the total number of employees and volunteers using their vehicles to transport clients of the named insured.

      (1) Divide the average number of volunteer hours per year by 50, and divide this amount by 30 to determine the number of chargeable units.



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(2) Add the number of volunteer units to the actual number of employees using their vehicles to transport clients of the named insured.

(3) Multiply this number by $134 per unit for $10,000/20,000 bodily injury and $40 per unit for $10,000 property damage liability. The minimum premium shall be the rate of four units.

(4) Refer to Rule 83 for bodily injury factor for vehicles not subject to Florida No-Fault Law.

(5) Refer to Rule 78 for increased limits factors.

3. Unless there is substantial change in exposures during the policy period, the advance premium is the earned premium.

D. **Premium Development—All Others**

1. Determine the total number of employees of the insured at all locations and select the advance premium from the following table:

| Total Number of Employees | $10,000/20,000 BI ★ | $10,000 PD |
|---|---|---|
| 0–25 | $ 98 | $ 29 |
| 26–100 | 229 | 67 |
| 101–500 | 501 | 146 |
| 501–1,000 | 789 | 230 |
| Over 1,000 | 1,768 | 516 |

2. If more than 25% of the insured's employees regularly operate any motor vehicles not owned by the named insured in the insured's business, multiply the rate applicable above by the following factor:

| Factor |
|---|
| 2.00 |

3. Unless there is substantial change in exposures during the policy period, the advance premium is the earned premium.

NOTE 1: This coverage is only available to those applicants which do not own automobiles or to those applicants which have all their automobiles insured in the FAJUA for liability coverage.

NOTE 2: This coverage is not available on an if any basis.

## Rule 77. EXTENDED NONOWNED LIABILITY COVERAGE

Liability coverage only may be extended to an individual described below:

A. The insured named in the policy, the spouse if a resident of the same household, or a resident relative not employed by a garage and furnished an auto for regular use

1. when no primary liability insurance is in effect on the auto, multiply the liability premium which would apply if the furnished auto were being specifically insured as an owned auto by the individual, by the following factor:

| Factor |
|---|
| .50 |

2. when there is primary liability insurance in effect on the auto or if the auto is used in the business of the United States government, charge the premium per person in the table below:

| Person Named | $10,000/20,000 BI | $10,000 PD |
|---|---|---|
| Named Insured or Spouse | $19 | $1 |
| Relative | 35 | 6 |

B. In all other situations not covered in A above, charge the premium per person as shown below:

| Person Named | $10,000/20,000 BI | $10,000 PD |
|---|---|---|
| Named Insured or Spouse | $ 11 | $1 |
| Relative | 24 | 6 |

## Rule 78. INCREASED LIMITS

A. The increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates shown in this Manual to determine the premium for other limits:

**Table 1**

| BI Limits | Vehicles Not Subject to the No-Fault Law* (See Note 2) |
|---|---|
| 10/20 | 1.00 |
| 15/30 | 1.15 |
| 25/50 | 1.37 |
| 50/100 | 1.70 |
| 100/300 | 2.16 |

**Table 2**

| PD Limits | All Risks |
|---|---|
| $10,000 | 1.00 |
| 25,000 | 1.13 |
| 50,000 | 1.34 |

B. The single limit increased limits table below shows the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates to determine the premium for the single limit shown:

**Note**: Section 627.7415 of the Florida Statutes requires that the following single limits of liability be written as a minimum for the indicated GVW or GCW. Additionally, vehicles with a GVW less than 26,000 lbs. that have three or more axles must carry at least $50,000 CSL.

| GVW or GCW | Minimum Limits |
|---|---|
| 26,000–34,999 lbs | $50,000 CSL |
| 35,000–43,999 lbs | $100,000 CSL |
| 44,000 and Higher | $300,000 CSL |



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**Table 3**

| Single Limits | Vehicles Not Subject to the No-Fault Law (See Note 2) |
|---|---|
| $ 30,000 | 1.20 |
| 50,000 | 1.38 |
| 100,000 | 1.63 |
| 300,000 | 2.01 |
| *750,000 | 2.31 |
| *1,000,000 | 2.42 |
| *5,000,000 | 3.11 |

*NOTE 1: Limits of $750,000, $1,000,000, and $5,000,000 available only for vehicles subject to the Motor Carrier Act of 1980 or the Bus Regulatory Reform Act of 1982.

NOTE 2: Where rates displayed are for vehicles subject to Florida Motor Vehicle No-Fault Law, before application of factors adjust applicable BI rate by appropriate factor shown in Manual for vehicles not subject to Florida Motor Vehicle No-Fault Law.

*NOTE 3: Submit completed Supplemental Application for Motor Carrier Act of 1980.

## Rule 79. PARTNERSHIP AS THE NAMED INSURED—NONOWNERSHIP LIABILITY

A. When nonowned auto liability coverage is afforded, coverage is provided to a partnership for the use of an automobile that an individual partner owns and that is used in the business of the partnership.

B. For each active or inactive partner, multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter, regardless of the type of auto being used, for the territory in which the partnership is located.

C. Multiply the rate determined above by the following factor:

| Factor |
|---|
| .10 |



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## SPECIAL TYPES AND OPERATIONS SECTION



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## NOTES



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## Rule 80. GENERAL INFORMATION

A. The following subjects are covered in this Section:

1. Exceptions to Rules of Practice—General Rules Section
2. Applicability of policy
3. Premium development
4. Ambulance services
5. Nonemergency medical transportation (NEMT) vehicles
6. Amphibious equipment
7. Antique automobiles
8. Dealers and transporter plates
9. Classic and restored autos
10. Drive-away contractors
11. Driver training programs—educational institutions and commercial driving schools
12. Mobile or farm equipment
13. Fire departments
14. Funeral directors
15. Law enforcement agencies
16. Leasing or rental concerns
17. Motor homes, camper bodies, and mobile home trailers
18. Motorcycles
19. Bloodmobiles, physician mobiles, or any similar type vehicle
20. Increased limits
21. Low-speed vehicles (LSVs)

B. This Section applies to all automobiles that are not classified and rated in the other sections.

## Rule 81. EXCEPTIONS TO RULES OF PRACTICE—GENERAL RULES SECTION

All rules apply.

## Rule 82. APPLICABILITY OF POLICY

Coverage for motorcycles, motorscooters, motorbikes, and other vehicles with less than four wheels or similar type motor vehicles, amphibious equipment, antique automobiles, or motor homes used for private passenger purposes which are owned or hired under a long term contract by an individual or by a married couple who are residents in the same household or jointly by relatives other than a married couple, or jointly by resident relatives shall be provided uniform coverage under the Personal Auto Policy, subject to the miscellaneous type vehicle endorsement when applicable.

★Other vehicles shall be provided uniform coverage under the Business Auto Coverage Form, amended by the Florida Motor Vehicle No-Fault Law where applicable.✣

## Rule 83. PREMIUM DEVELOPMENT

**Note:** Policies written in accordance with the rules in the Special Types and Operations Section may be subject to audits and/or insurance inspections.

The liability premiums for automobiles and equipment shall be determined as follows:

A. Determine the rating instructions from the applicable rule.

B. Refer to the state territory definition to determine the territory schedule number of territory in which the automobile will be principally garaged.

C. Refer to the rate schedules for the rates and premiums.

D. If uninsured motorists coverage is applicable, refer to Rule 6 and applicable rate schedule. For uninsured motorists rates for motorcycles, see Rule 98.

**Note**: If special types uses a rating procedure based on private passenger rates, use private passenger uninsured motorists rates; if truck, tractor, and trailer rating procedure, use truck, tractor, and trailer rates.

E. If increased limits apply, refer to Rule 100.

F. If additional charges apply, refer to Rule 24 of the Rules of Practice—General Rules Section.

G. If a financial responsibility charge applies, refer to Rule 19 of the Rules of Practice—General Rules Section.

H. To determine the premium for automobiles not subject to the Florida Motor Vehicle No-Fault Law, apply the following factors to the bodily injury rates:

| | |
|---|---|
| Private Passenger Class 3 | 1.80 |
| Trucks, Tractors, and Trailers | 1.71 |

## Rule 84. AMBULANCE SERVICES

A. **★Eligibility**

This Rule applies to autos used for rescue squad or ambulance corps operations.

B. The policy must exclude coverage for bodily injury to any volunteer workers of the insured and bodily injury to any fellow volunteer workers of the insured while such volunteers are engaged in volunteer firefighting, rescue squad, or ambulance corps operations. Attach the appropriate Florida Emergency Services Volunteer Firefighters' and Workers' Injuries Excluded endorsement.

C. The policy must exclude coverage for bodily injury and property damage which results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.



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D. **Premium Development—Liability and No-Fault**

Multiply the fleet or nonfleet trucks, tractors, and trailers base premium by the following factor:

| Factor |
|---|
| 1.75 |

✣

## Rule 85. NONEMERGENCY MEDICAL TRANSPORTATION (NEMT) AUTOS

A. **Eligibility**

1. This Rule applies to NEMT vehicles that are

   a. not equipped to carry wheel chairs or stretchers

   b. equipped to carry wheel chair and ambulatory passengers

   c. equipped to carry wheel chairs and stretchers

   d. equipped to carry stretchers

2. NEMT vehicles are eligible for bodily injury, property damage, personal injury protection, and uninsured motorists.

   NEMT vehicles are not eligible for physical damage coverage.

B. **★Premium Development**

1. Commercial Type Autos

   a. Other Than Zone Rated—Multiply the other buses base premium by the following factor:

| Factor |
|---|
| .80 |

   b. Zone Rated—Multiply the zone rated risks base premium by the following factor:

| Factor |
|---|
| .95 |

2. Private Passenger Type Autos

   Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.✣

3. Secondary rating factors do not apply.

   Attach the Professional Services Not Covered endorsement.

## Rule 86. AMPHIBIOUS EQUIPMENT

A. For vehicles designed to be operated on both land and water, rate according to principal use based on normal rating procedure according to type and use thereof.

B. For equipment designed to be operated on both land and water, coverage (other than personal injury protection) does not apply while vehicle is used on, while being launched into, or while being beached from water.

## Rule 87. ANTIQUE AUTOMOBILES

A. **Eligibility**. This Rule applies to automobiles that are

1. 25 years old or more; and

2. maintained primarily for use in exhibitions, club activities, parades, and other functions of public interest; and

3. occasionally used for other purposes.

B. **★Premium Development—Liability and No-Fault**

1. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

2. Multiply the rate determined above by the following factor:

| Factor |
|---|
| .25 |

✣

**Note**: Vehicles 25 or more years old are not eligible for physical damage coverage.

## Rule 88. DEALERS AND TRANSPORTER PLATES

**Note**: All policies written in accordance with this Rule shall be subject to audits and/or preinsurance inspections.

A risk not subject to the provisions of any other Manual rule which possesses registration plates not designated for attachment to a specific automobile shall be rated as follows:

**Liability and No-Fault**

A. ★Determine the territory from the Territory Definitions Chapter based on the street address of the named insured.

1. For each dealer plate, multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

2. Multiply the rate determined above by the following factor:

| Factor |
|---|
| 2.00 |

3. For each set of transporter plates, or any other designated plates not issued for attachment to a specific automobile, multiply the Trucks, Tractors, and Trailers base rates by the following factor:

| Factor |
|---|
| 2.00 |

✣

B. Regular Manual rates apply for owned automobiles subject to specific registration.

C. Uninsured motorist, medical payments, and physical damage coverage are not available.

D. Dealer and transporter plates risks are not eligible for financial responsibility filings.



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**Note**: The dealer plate tag number for each dealer plate must be reported to the servicing carrier on the application. Only those reported will be covered.

## Rule 89. CLASSIC AND RESTORED AUTOS

A. **Eligibility**

A classic or restored auto is a motor vehicle of the private passenger type which may be used on a regular basis and is eligible to be written on a Personal Auto Policy or a Commercial Auto Coverage Part. A classic or restored auto is one which has appreciated in value as the years have passed and is in such condition that the auto is expected to maintain its current value or appreciate. The value placed on the auto is to be verified by the submission of a written appraisal from a qualified source and two clear photos from different angles that are not more than 60 days old from the effective date of the application. Thereafter, not more than a 30-day old reappraisal and photos must be submitted every two years at least 60 days prior to renewal.

B. **Premium Computation—Liability, No-Fault, Medical Payments, and Uninsured Motorists**

Classify and rate as a private passenger auto.

C. **Premium Computation—Physical Damage**

1. Determine the stated amount of coverage to be written on the vehicle not to exceed the appraisal. The appraised value shall not exceed $45,000 to be eligible for coverage.
2. Assign a rating symbol by applying the appraisal amount to the 1990 & Subsequent Price/Symbol Chart on page 1 of the Symbol and Identification Manual.
3. Classify and rate as a private passenger auto using the rate for the current model year.

NOTE 1: A vehicle must be at least 15 years old, but less than 25 years old, to be considered a classic or restored auto.

NOTE 2: The stated amount establishes a maximum amount that will be paid in the event of a loss. We will pay the lesser of

1. the actual cash value of the automobile at the time of loss, or
2. the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

Attach endorsement Classic and Restored Auto Coverage for Damage to Your Auto if written on a Personal Auto Policy or Physical Damage Coverage Classic and Restored Auto if written on a Commercial Auto Coverage Part.

## Rule 90. DRIVE-AWAY CONTRACTORS

**Note**: All policies written in accordance with this Rule shall be subject to audits and/or preinsurance inspections.

A. **Eligibility**

1. A person, firm, or corporation which drives autos under their own power for factories, auto dealers, or other persons may be insured for the operation of such autos.

   The application must indicate the types of auto(s) driven, estimated number of miles per year for each type of auto, and a complete list of all drivers and any other pertinent underwriting information.

   **Note**: This Rule does not apply to autos moved with the use of tow trucks, flatbed trucks, auto carrier trucks and/or trailers or to autos on which transporter plates are used.

2. Not eligible for personal injury protection, uninsured motorist, medical payments, and/or physical damage.
3. Risks written in accordance with this Rule are not eligible for financial responsibility filings.
4. This coverage is only available to those applicants which do not own automobiles or to those applicants which have all their automobiles insured in the FAJUA for liability coverage.

B. **Premium Development—Bodily Injury and Property Damage Liability**

1. Determine the highest rated territory in which the insured operates.
2. Calculate a specified auto premium for the liability limits being afforded for **each** type of auto driven away. The specified auto premium developed shall include all applicable rating factors.
3. Determine the rate per mile for **each** type of auto by dividing the annual specified auto premium developed above by the average annual miles shown below for the type of auto.

**Average Annual Auto Miles***

| | |
|---|---|
| Private Passenger, Pickups, and Vans | 11,500 |
| Buses | 9,300 |
| Medium Trucks and Motor Homes | 11,800 |
| Heavy Trucks | 12,000 |
| Truck-Tractors | 68,800 |

*Based on published Federal Highway Administration data

4. Determine the actual miles driven per year for **each** type of auto.
5. Multiply the rate per mile for **each** type of auto by the actual miles driven per year for that type, as determined in paragraph B.4.
6. The estimated premium is the sum of the premiums developed for **each** type of auto.

C. The minimum premium is the highest specified auto premium developed in paragraph B.2.

D. The final premium is subject to audit.



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## Rule 91. DRIVER TRAINING PROGRAMS—EDUCATIONAL INSTITUTIONS AND COMMERCIAL DRIVING SCHOOLS

A. ★**Educational Institutions**

1. Eligibility. This section applies to owned private passenger types used for driver training as part of a school curriculum.

2. Premium Development—Liability and No-Fault

   a. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

   b. Multiply the rate determined above by the applicable factor:

| Equipped with Dual Controls | Not Equipped with Dual Controls |
|---|---|
| .75 | 1.50 |

   There must be dual brakes to qualify as dual controls.✣

3. A policy covering automobiles used by schools in driver training programs may be written on an annual term for liability coverages with premium prorated to reflect the actual school term. However, do not give credit for Saturdays, Sundays, or holidays or for any other periods of lay-up during the school term.

4. Not eligible for physical damage.

B. **Commercial Driving Schools**

1. ★Eligibility. This section applies to owned automobiles used by driving schools to give driving instruction.

2. Premium Development

   a. Private Passenger Types—Liability and No-Fault

      (1) Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Rate Chapter.

      (2) Multiply the rate determined above by the applicable factor:

| Equipped with Dual Controls | Not Equipped with Dual Controls |
|---|---|
| 1.00 | 2.00 |

   b. All Other Types

      Refer to servicing carrier.

   c. Not eligible for physical damage.

C. **Nonowned Coverages**

1. The policy may provide excess liability coverage for driving instructors and their students while using nonowned autos for driver training.

2. Premium Development

   a. Determine the number of driving instructors and the number of owned autos used in driver training.

   b. Use the address of the named insured to determine the rating territory.

   c. If the number of driving instructors exceeds the number of owned autos used in driver training, multiply the Private Passenger base rates by the Class 3 factor from the Private Passenger Auto Rate Chapter by the following factor for each driving instructor in excess of the number of owned autos used in driver training:

| Educational Institutions | Commercial Driving Schools |
|---|---|
| Refer to Rule 11 | 1.00 |

   d. If the number of driving instructors does not exceed the number of owned autos used in driver training, refer to servicing carrier.

   e. Rating factors in paragraphs A and B do not apply to nonowned coverages.

   f. When a policy also affords coverage for nonowned autos under the Nonowned Auto Liability Rule (Rule 76), do not include driving instructors in the total number of employees when determining the liability premium under that Rule.

   g. Attach the Driving Schools—Nonowned Autos endorsement.✣

## Rule 92. MOBILE OR FARM EQUIPMENT

A. **Eligibility**

1. Coverage is only provided for mobile equipment and farm equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where the vehicle is licensed or principally garaged.

2. Operations coverage is not provided for any equipment except equipment described in B.1.f.(1) below.

B. **Definitions**

1. Mobile Equipment

   Mobile equipment includes the following vehicles:

   a. Bulldozers, forklifts, and other vehicles designed for use principally off public roads

   b. Vehicles maintained for use solely on or next to premises the insured owns or rents

   c. Vehicles that travel on crawler treads

   d. Vehicles maintained primarily to provide mobility to permanently mounted

      (1) power cranes, shovels, loaders, diggers, or drills; or



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(2) road construction or resurfacing equipment such as graders, scrapers, or rollers.

e. Vehicles that are not self-propelled and are maintained primarily to provide mobility to permanently mounted

(1) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

(2) cherry pickers and similar devices used to raise or lower workers

f. Self-propelled vehicles not described above with the following types of permanently attached equipment:

(1) Equipment designed primarily for

(a) snow removal;

(b) road maintenance, but not construction or resurfacing;

(c) street cleaning.

(2) Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers

(3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment

g. Other commercial vehicles maintained primarily for purposes other than the transportation of persons or cargo

2. Farm Equipment

Farm equipment includes farm tractors, harvesting combines, power driven lawn mowers, and other self-propelled farm equipment used for farming purposes.

C. **Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages**

1. Equipment Owned and Leased for Six Months or Longer

Multiply the Trucks, Tractors, and Trailers base rates displayed on the rate schedules by the following factor:

| Mobile Equipment | Farm Equipment |
|---|---|
| 1.000 | 0.150 |

2. Equipment Leased for Less than Six Months

Refer to Rule 11.

★ ✣

## Rule 93. FIRE DEPARTMENTS

A. **Eligibility**

1. This Rule applies to automobiles used for firefighting purposes.

2. ★The policy must exclude coverage for bodily injury to any volunteer workers of the insured and bodily injury to any fellow volunteer workers of the insured while such volunteers are engaged in volunteer firefighting, rescue squad, or ambulance corps operations. Attach the Florida—Emergency Services—Volunteer Firefighters' and Workers' Injuries Excluded endorsement.

3. The policy must exclude coverage for bodily injury or property damage which results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.✣

4. Not eligible for physical damage.

B. **★Premium Development—Liability and No-Fault**

1. Private Passenger Types

Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

2. All Other Types

Multiply the fleet or nonfleet Trucks, Tractors, and Trailers base rates by the following factor:

| Factor |
|---|
| 1.40 |

✣

## Rule 94. FUNERAL DIRECTORS

A. **Eligibility**

1. This Rule applies to automobiles owned or used by a funeral director.

2. ★The policy must exclude coverage for bodily injury or property damage which results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.

B. **Premium Development—Liability and No-Fault**

1. Limousines

a. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

b. Multiply the rate determined above by the following factor:

| Factor |
|---|
| .70 |

2. Hearses and Flower Cars

a. Multiply the fleet or nonfleet trucks, tractors, and trailers base premiums by the following factor:

| Factor |
|---|
| .55 |

✣



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3. Combination Hearses and Ambulances

   Classify and rate the automobile according to the Ambulance Services Rule (Rule 84).

4. Automobiles Used for Other Purposes

   Classify and rate the automobile according to its regular use.

## Rule 95. LAW ENFORCEMENT AGENCIES

A. **Eligibility**

1. This Rule applies to automobiles used by government agencies or police departments.

2. ★The policy must exclude coverage for bodily injury to any volunteer workers of the insured and bodily injury to any fellow volunteer workers of the insured while such volunteers are engaged in rescue squad or ambulance corps operations. Attach the Florida—Emergency Services—Volunteer Firefighters' and Workers' Injuries Excluded endorsement.

3. The policy must exclude coverage for bodily injury or property damage which results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.✣

4. Not eligible for physical damage.

B. **★Premium Development—Liability and No-Fault**

1. Private Passenger Types

   Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.✣

2. Motorcycles

   Rate according to the Motorcycle Rule in this Section (Rule 98).

3. All Other Types

   ★Multiply the fleet or nonfleet trucks, tractors, and trailers base premiums by the following factor:

| Factor |
|---|
| 1.40 |

✣

## Rule 96. LEASING OR RENTAL CONCERNS

A. **★Eligibility**

1. Automobiles Leased or Rented to Others with Drivers

   Classify and rate trucks, tractors, and trailers under the Truckers Rule. Classify and rate all other autos according to the Public Auto Chapter.

2. Autos Leased or Rented to Others Without Drivers

   Classify autos leased by the insured that are to be rented to others as owned and rate under the provisions of this Rule.

3. For public autos leased or rented to bus or other public transportation operations, refer to the servicing carrier.

B. **Premium Development—Liability and No-Fault**

1. Determine the territory based on the street address of principal garaging.

2. Autos Leased for Six Months or More—Coverage for Owner and Lessee

   a. Rate autos and trailers as though owned by the lessee.

   b. Autos and Trailers For Which Lessees Are Required To Provide Primary Insurance For The Leasing or Rental Concern

      Refer to the servicing carrier.

      Attach the applicable Leasing or Rental Concerns—Exclusion of Certain Leased Autos endorsement if any lessees or rentees are required to provide primary insurance for the leasing or rental concern.

   c. Autos and Trailers Awaiting Assignment Or Reassignment

      (1) Private Passenger—Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

      (2) Trucks, Tractors, and Trailers—Multiply the nonfleet Trucks, Tractors, and Trailers base rate on the rate schedules by the following factors:

| | | |
|---|---|---|
| (a) | Trucks or Tractors | 3.00 |
| (b) | Trailers | .25 |
| (c) | Semitrailers | .25 |
| (d) | Service Trailers | .25 |

      (3) Motor Homes—Multiply the premium developed by the Motor Homes Rule (Rule 97) by 1.60.

      (4) Trailers Designed for Use with Private Passenger Automobiles

         (a) Mobile Home Trailers—Multiply the Trucks, Tractors, and Trailers base rate on the rate schedules by the following factor:

| Factor |
|---|
| .40 |

         (b) All Others—Charge $5 for $10,000/20,000 bodily injury and $3 for $10,000 property damage limits.

      (5) All Others—Refer to the servicing carrier.



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3. Autos Rented by the Hour, Day, or Week—Coverage for Owner and Rentee

   a. Rate each auto as follows:

      (1) Private Passenger

         (a) Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

         (b) Multiply the rate determined above by the following factor:

| Factor |
|---|
| 4.00 |

      (2) Trucks, Tractors, and Trailers—Multiply the nonfleet Trucks, Tractors, and Trailers base rate on the rate schedules by the following factors:

| | |
|---|---|
| (a) Trucks | 3.00 |
| (b) Tractors | 3.00 |
| (c) Trailers | .25 |
| (d) Semi-trailers | .25 |
| (e) Service Trailers | .25 |

      (3) Motor Homes—Multiply the premium developed by the Motor Homes Rule (Rule 97) by the following factor:

| Factor |
|---|
| 6.40 |

   b. Trailers Designed for Use with Private Passenger Automobiles

      A concern renting owned utility trailers to others shall be insured to cover the owner and the rentee while such utility trailers are used with automobiles of any type, when such automobiles are not owned or hired by the named insured. The charge per trailer is as follows:

| | |
|---|---|
| **Two Wheel Trailers** | |
| Bodily Injury $10,000/20,000 Limits | $8 |
| Property Damage $10,000 Limit | $1 |
| **Four Wheel Trailers** | |
| Bodily Injury $10,000/20,000 Limits | $15 |
| Property Damage $10,000 Limit | $3 |

4. Special Types—Motorcycles, motorscooters, motorbikes, and any other similar motor vehicles shall be rated as follows:

   a. Specified Vehicles Basis—Leased for One Year or More

      (1) Unladen Weight Not in Excess of 300 Pounds

         (a) Not Used for Commercial Purposes

            (i) If leased to or principally operated by an unmarried male under 30 years of age, apply a factor of .90 to the rates in the Private Passenger Auto Rate Chapter for Class 3 private passenger automobiles.

            (ii) If leased to or principally operated by other than an unmarried male under 30 years of age, apply a factor of .35 to the rates in the Private Passenger Auto Rate Chapter for Class 3 private passenger automobiles.

            (iii) If awaiting assignment or reassignment, apply a factor of .50 to the rates in the Private Passenger Auto Rate Chapter for Class 3 private passenger automobiles.

         (b) Used for Commercial Purposes

            Multiply the trucks, tractors, and trailers nonfleet base premiums by 1.00.

      (2) Unladen Weight in Excess of 300 Pounds

         (a) Not Used for Commercial Purposes

            (i) If leased to or principally operated by an unmarried male under 30 years of age, apply a factor of 1.75 to the rates in the Private Passenger Auto Rate Chapter for Class 3 private passenger automobiles.

            (ii) If leased to or principally operated by other than an unmarried male under 30 years of age, apply a factor of .70 to the rates in the Private Passenger Auto Rate Chapter for Class 3 private passenger automobiles.

            (iii) If awaiting assignment or reassignment, use the rates in the Private Passenger Auto Rate Chapter for Class 3 private passenger automobiles.

         (b) Used for Commercial Purposes

            Multiply the trucks, tractors, and trailers nonfleet base premiums by 1.00.

   b. Specified Vehicle Basis—Rented by the Hour, Day, Week, or Month

      (1) Owner and Rentee Coverage—Rate each vehicle as follows:

         (a) Unladen Weight Not in Excess of 300 Pounds

            (i) Not Used for Commercial Purposes—Apply a factor of 2.00 to the rates in the Private Passenger Auto Rate Chapter for Class 3 private passenger automobiles.

            (ii) Used for Commercial Purposes—Multiply the trucks,



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tractors, and trailers nonfleet base premiums by 2.40.

(b) Unladen Weight in Excess of 300 Pounds

(i) Not Used for Commercial Purposes—Apply a factor of 4.00 to the rates in the Private Passenger Auto Rate Chapter for Class 3 private passenger automobiles.

(ii) Used for Commercial Purposes—Multiply the trucks, tractors, and trailers nonfleet base premiums by 2.40.

**Note**: Where rates displayed are for vehicles subject to Florida Motor Vehicle No-Fault Law, before application of factors, adjust applicable BI rate by appropriate factor shown in Manual for vehicles not subject to Florida Motor Vehicle No-Fault Law.✣

## Rule 97. MOTOR HOMES, CAMPER BODIES, AND MOBILE HOME TRAILERS

A. **Motor Homes**

1. Eligibility

a. A motor home is a self-propelled motor vehicle with a living area that is an integral part of the vehicle chassis. The living area of the vehicle must have at least two of the following facilities: cooking, dining, plumbing, or refrigeration.

b. Motor homes owned and registered to an individual, a married couple who are residents of the same household, or two or more resident relatives, shall be written on a specified auto basis with coverage limited in accordance with the Miscellaneous Type Vehicle Endorsement. All other motor homes shall be written on a Business Auto Coverage form.

c. Motor homes are not eligible for physical damage coverage.

**Note**: A converted bus may be classified as a motor home if two photos showing the living area is an integral part of the vehicle chassis and a Florida Vehicle Registration classifying it as a motor home is submitted with the application.

2. ★Premium Development—Liability and No-Fault

a. Multiply the trucks, tractors, and trailers base premiums by the following factors:

| Up To 22 Feet | More Than 22 Feet |
|---|---|
| 1.25 | 1.60 |

b. If the motor home is used to drive to and from work, multiply the premiums determined above by the following factor:

| Factor |
|---|
| 1.09 |

c. If the motor home is used in business, multiply the premiums determined above by the following factor:

| Factor |
|---|
| 1.27 |

✣

B. **Camper Bodies—Not Used for Commercial Purposes**

1. Eligibility

Pickup trucks used solely in connection with and to transport a camper body or other similar living quarters.

2. ★Premium Development—Liability and No-Fault

Multiply the trucks, tractors, and trailers base premiums by the following factor:

| Factor |
|---|
| 1.25 |

✣

C. **Camper Bodies—Used for Commercial Purposes**

1. Eligibility

Pickup trucks used to transport a portable camper body or similar living quarters but also used for other purposes.

2. ★Premium Development—Liability and No-Fault✣

Rate according to the otherwise regular use of the pickup truck.

3. Not eligible for physical damage.

D. **Mobile Home Trailers**

1. Eligibility

Mobile home trailers equipped as living quarters (including cooking, dining, plumbing, or refrigeration facilities), other than recreational or camper types designed for use with a private passenger type automobile.

Mobile home trailers designed for use with a private passenger type automobile.

2. ★Premium Development—Liability

Multiply the trucks, tractors, and trailers base premiums by the following factor:

| Factor |
|---|
| .40 |

✣

3. Not eligible for physical damage.

4. Any vehicle registered to an insured that is transporting the insured's mobile home must also be insured in the FAJUA.



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## Rule 98. MOTORCYCLES

A. **Eligibility**

1. This Rule applies to motorcycles, motorscooters, motorbikes, and any other similar vehicle of less than four wheels.

2. All new business applications and endorsement requests for physical damage coverage must be accompanied by a bill of sale or an appraisal from a motorcycle dealer issued no more than 30 days prior to binding the physical damage coverage and two photos of the motorcycle clearly showing both sides of the motorcycle.

3. Physical damage coverage shall not be afforded if the motorcycle has an Original Cost New including itemized equipment in excess of $20,000.

B. **Applicability of Policy**

1. A Personal Auto Policy shall be used to afford coverage to motorcycles if

   a. they are written on a specified basis;

   b. they are owned by an individual, by a married couple who are residents of the same household, or by two or more resident relatives; and

   c. coverage is limited in accordance with the Miscellaneous Type Vehicle Endorsement.

2. A Business Auto Coverage Form shall be used to afford coverage to motorcycles if

   a. they are written on a specified basis; and

   b. they are owned by entities other than listed in 1.b above.

   **Note**: No physical damage coverage is available.

C. **Extent of Coverage**

1. Bodily injury liability may not be provided without property damage liability and vice versa.

2. Where bodily injury and property damage liability or combined single limits of liability have been provided, the insured may elect medical payments coverage at a $10,000 limit.

   Medical payments coverage is required for an insured over age 21 who operates or rides on a motorcycle without wearing protective headgear.

D. **Premium Development for Motorcycles Classified in Paragraph B.1 Above**

Determine the territory based on the principal place of garaging.

1. Bodily Injury and Property Damage Liability Coverage

   a. Apply the appropriate percentage from the table below to the private passenger base rate shown in the Private Passenger Auto Rate Chapter for the appropriate territory.

| Engine Size | Operator under Age 25 | All Other Operators |
|---|---|---|
| 0– 50cc | 42% | 28% |
| 51– 100 | 56 | 35 |
| 101– 200 | 70 | 42 |
| 201– 360 | 84 | 53 |
| 361– 500 | 98 | 63 |
| 501– 800 | 112 | 74 |
| 801–1,000 | 126 | 84 |
| Over 1,000 | 140 | 95 |

   The above rates contemplate the passenger hazard.

   b. If increased limits (Rule 100) apply, multiply the rates determined above by the appropriate factor. Increased limit factors are applicable to minimum premium.

   c. If additional charges (Rule 24) for accidents and convictions apply, increase the rates determined above by the appropriate percentage. Additional charges are not applicable to minimum premium.

2. Medical Payments Coverage

   a. Apply the appropriate percentage from the table below to the private passenger medical payments base rate shown in the Private Passenger Auto Rate Chapter for the appropriate territory.

| Operator under Age 25 | All Other Operators |
|---|---|
| 1325% | 530% |

   b. If additional charges (Rule 24) for accidents and convictions apply, increase the rates determined above by the appropriate percentage. Additional charges are not applicable to minimum premium.

3. Uninsured Motorists Coverage

   Charge 100% of the private passenger rate shown in the Private Passenger Auto Rate Chapter for the appropriate territory.

4. Physical Damage Coverage

   Applicable to motorcycles owned by an individual, by a married couple who are residents of the same household, or by two or more resident relatives and not used for business.

   **Note**: Customized equipment is not included in the base price and shall be listed separately. Itemization of customized equipment must be individually stated on the bill of sale or appraisal or it will not be covered.

   a. Determine the model year factor from the Private Passenger Auto Rate Chapter.

   b. Determine the base rates from the Private Passenger Auto Rate Chapter based on the territory determined in paragraph D.



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c. Multiply by the model year factor determined in paragraph a and round to the nearest whole dollar.

d. Multiply the rates developed in paragraph c by the following factors:

(1) Comprehensive Coverage—$500 Deductible

| Original Cost New | 1990 and Later Operator under Age 25 | 1990 and Later All Other Operators |
|---|---|---|
| $ 0– 400 | .04 | .03 |
| 401– 600 | .04 | .03 |
| 601– 900 | .05 | .03 |
| 901–1,200 | .08 | .05 |
| 1,201–1,500 | .10 | .07 |
| 1,501–1,800 | .13 | .09 |
| 1,801–2,100 | .15 | .10 |
| 2,101–2,400 | .18 | .12 |
| 2,401–2,700 | .20 | .14 |
| 2,701 and Over | +0.009 of the rate determined in paragraph c for each $100 over $2,700 | +0.005 of the rate determined in paragraph c for each $100 over $2,700 |

(2) Collision Coverage—$500 Deductible

| Original Cost New | 1990 and Later Operator under Age 25 | 1990 and Later All Other Operators |
|---|---|---|
| $ 0– 400 | .08 | .05 |
| 401– 600 | .12 | .08 |
| 601– 900 | .17 | .12 |
| 901–1,200 | .21 | .14 |
| 1,201–1,500 | .24 | .16 |
| 1,501–1,800 | .28 | .18 |
| 1,801–2,100 | .31 | .21 |
| 2,101–2,400 | .37 | .24 |
| 2,401–2,700 | .41 | .28 |
| 2,701 and Over | +2.30 of the rate determined in paragraph c for each $100 over $2,700 | +1.60 of the rate determined in paragraph c for each $100 over $2,700 |

e. $1,000 Deductible Option

★Multiply the $500 deductible comprehensive and collision rates determined above by the following factor:

| Factor |
|---|
| .70 ✣ |

f. For 1989 and Prior Model Year Vehicles—Refer to Rule 11.

g. If additional charges (Rule 24) for accidents and convictions apply to collision coverage, add the surcharge developed to the rates determined above. Additional charges are not applicable to minimum premium.

E. **Premium Development for Motorcycles Classified in Paragraph B.2 Above**

1. Determine the territory based on the principal place of garaging.

2. Bodily Injury and Property Damage Liability

a. ★Multiply the Private Passenger base rates for the appropriate territory by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

b. Multiply the rate determined above by the appropriate percentage from the table in paragraph D.1.a.

3. Medical Payments

a. Multiply the Private Passenger medical payments base rate for the appropriate territory by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

b. Multiply the rate determined above by the appropriate percentage from the table in paragraph D.2.✣

4. Uninsured Motorists Coverage

Charge 100% of the private passenger rate shown on the rate schedules for the appropriate territory.

## Rule 99. BLOODMOBILES, PHYSICIAN MOBILES, OR ANY SIMILAR TYPE VEHICLE

A. The policy must exclude coverage for bodily injury and/or property damage which results from providing or failing to provide any professional service.

B. **Premium Computation—Liability and No-Fault**

1. Develop a rating factor by multiplying the appropriate truck, tractor, and trailer primary rating factor from Rule 43 based on the vehicle's size and radius of operation (use the commercial business use class) by the following factor:

a. overall length not exceeding 22 feet—1.59; or

b. overall length exceeding 22 feet—2.03.

2. Determine the territory based on the street address of principal garaging.

3. Multiply the truck, tractor, and trailer base premium by the rating factor developed in paragraph 1 above.

4. If increased limits apply, refer to Rule 48.

5. If additional charges apply, refer to Rule 24.

C. **Uninsured Motorist Coverage**

If uninsured motorist coverage is applicable, refer to rate schedules.



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## Rule 100. INCREASED LIMITS

A. The following tables are applicable where a function of private passenger rates is used for rating.

The increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates shown in this Manual to determine the premium for other limits:

**Table 1**

| BI Limits | Vehicles Subject to the No-Fault Law | Vehicles Not Subject to the No-Fault Law |
|---|---|---|
| $ 10/20 | 1.00 | 1.00 |
| 15/30 | 1.47 | 1.23 |
| 25/50 | 2.08 | 1.50 |
| 50/100 | 2.79 | 1.80 |
| 100/300 | 3.59 | 2.14 |

**Table 2**

| PD Limits | Factor |
|---|---|
| $10,000 | 1.00 |
| 25,000 | 1.03 |
| 50,000 | 1.08 |

B. The following tables are applicable where a function of private passenger rates is used for rating.

The single limit increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates combined to determine the premium for increased limits coverage in accordance with the provisions of Rule 22 that are required by law:

**Table 3**

**Vehicles Subject to the No-Fault Law**

| Single Limits | Factor |
|---|---|
| $ 30,000 | 1.53 |
| 50,000 | 1.86 |
| 100,000 | 2.14 |
| 300,000 | 2.68 |

**Vehicles Not Subject to the No-Fault Law**

| Single Limits | Factor |
|---|---|
| $ 30,000 | 1.31 |
| 50,000 | 1.48 |
| 100,000 | 1.63 |
| 300,000 | 1.92 |

C. The following tables are applicable where a function of Trucks, Tractors, and Trailer rates is used for rating:

The increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates shown in this Manual to determine the premium for other limits:

**Table 4**

**Vehicles Subject to the No-Fault Law**

| BI Limits | Zone Rated Risks | All Other Risks |
|---|---|---|
| $ 10/20 | 1.00 | 1.00 |
| 15/30 | 1.17 | 1.17 |
| 25/50 | 1.44 | 1.45 |
| 50/100 | 1.87 | 1.92 |
| 100/300 | 2.58 | 2.68 |

**Vehicles Not Subject to the No-Fault Law**

| BI Limits | Zone Rated Risks | All Other Risks |
|---|---|---|
| $ 10/20 | 1.00 | 1.00 |
| 15/30 | 1.17 | 1.15 |
| 25/50 | 1.44 | 1.37 |
| 50/100 | 1.87 | 1.70 |
| 100/300 | 2.58 | 2.16 |

**Table 5**

| PD Limits | Zone Rated Risks | All Other Risks |
|---|---|---|
| $10,000 | 1.00 | 1.00 |
| 25,000 | 1.15 | 1.13 |
| 50,000 | 1.40 | 1.34 |

D. The following tables are applicable where a function of Trucks, Tractors, and Trailer rates is used for rating:

The single limit increased limits tables below show the factors to be applied to the $10,000/20,000 bodily injury and $10,000 property damage rates to determine the premium for the single limit shown:

**Note**: Section 627.7415 of the Florida Statutes requires that the following single limits of liability be written as a minimum for the indicated GVW or GCW. Additionally, vehicles with a GVW less than 26,000 lbs that have three or more axles must carry at least $50,000 CSL.

| GVW or GCW | Minimum Limits |
|---|---|
| 26,000–34,999 lbs | $ 50,000 CSL |
| 35,000–43,999 lbs | $100,000 CSL |
| 44,000 and Higher | $300,000 CSL |

**Table 6**

**Vehicles Subject to the No-Fault Law**

| Single Limits | Zone Rated Risks | All Other Risks |
|---|---|---|
| $ 30,000 | 1.24 | 1.25 |
| 50,000 | 1.46 | 1.48 |
| 100,000 | 1.81 | 1.85 |
| 300,000 | 2.44 | 2.53 |

**Vehicles Not Subject to the No-Fault Law**

| Single Limits | Zone Rated Risks | All Other Risks |
|---|---|---|
| $ 30,000 | 1.24 | 1.20 |
| 50,000 | 1.46 | 1.38 |
| 100,000 | 1.81 | 1.63 |
| 300,000 | 2.44 | 2.01 |

**Note**: Where rates displayed are for vehicles subject to Florida Motor Vehicle No-Fault Law, before application of factors adjust applicable BI rate by appropriate factor shown in Manual for vehicles not subject to Florida Motor Vehicle No-Fault Law.

## Rule 101. LOW SPEED VEHICLES (LSVs)

A. **Eligibility**

1. A low speed vehicle means a four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including neighborhood electric vehicles. Low-



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speed vehicles must comply with the safety standards in regulations 49 C.F.R. 571.500 and s.316.2122.

2. Low-speed vehicles are eligible for bodily injury, property damage, personal injury protection, medical payments, and uninsured motorists coverages.

   Low-speed vehicles are not eligible for physical damage coverage.

B. **★Premium Development**

1. Personal Use

   a. Bodily Injury Liability Coverage

      Multiply the applicable Private Passenger rate, including the expense fee, by the following factor:

      **Factor**

      .50

   b. Property Damage Liability Coverage

      Multiply the applicable Private Passenger rate, including the expense fee, by the following factor:

      **Factor**

      .25

   c. Personal Injury Protection Coverage

      Multiply the applicable Private Passenger rate, including the expense fee, by the following factor:

      **Factor**

      .50

      ✣

   d. Medical Payments Coverage

      Apply the applicable private passenger rate.

   e. Uninsured Motorists Coverage

      Apply the applicable private passenger rate.

   f. If increased limits apply, refer to Rule 100.

   g. If premium discounts apply, refer to Rule 34.

   h. If additional charges apply, refer to Rule 24.

   i. If financial responsibility charge applies, refer to Rule 19.

2. Commercial Use

   a. Bodily Injury Liability Coverage

      (1) ★Multiply the Private Passenger base rate, including the expense fee, by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

      (2) Multiply the rate determined above by the following factor:

      **Factor**

      .50

   b. Property Damage Liability Coverage

      (1) Multiply the Private Passenger base rate, including the expense fee, by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

      (2) Multiply the rate determined above by the following factor:

      **Factor**

      .25

   c. Personal Injury Protection Coverage

      (1) Multiply the Private Passenger base rate, including the expense fee, by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

      (2) Multiply the rate determined above by the following factor:

      **Factor**

      .50

      ✣

   d. Uninsured Motorists Coverage

      Apply the applicable private passenger rate.

   e. If increased limits apply, refer to Rule 100.

   f. If additional charges apply, refer to Rule 24.

   g. If financial responsibility charge applies, refer to Rule 19.



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# FLORIDA AUTOMOBILE JOINT UNDERWRITING ASSOCIATION MANUAL

## TERRITORY DEFINITIONS



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## NOTES



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## TERRITORY DEFINITIONS

The territory schedules contain the definitions of the territorial divisions into which the state is divided and show for each territory the number of the rate schedule on the rate schedules to be used.

A. Each territory as defined embraces a certain area, usually a city and its surroundings. In many cases, the area so defined includes several smaller cities, towns, boroughs, and villages. The following provisions are applicable in this connection:

   Any city, town, borough, or village not specifically mentioned as included within a defined territory but which is inside of the area so defined, shall take the territory schedule for that defined territory.

B. The territory schedules also contain a list of all towns in the state with a population of 1,000 or over indicating the counties in which such towns are located and the territories to which they are assigned. The rate territory for a town not listed should be determined as follows:

   1. Ascertain the county in which the town is located.

   2. If the name of the county is included in the list of territory definitions for the state as divided into two or more rate territories, it will be necessary to refer to a map to determine in which of the rate territories the town belongs.



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## FLORIDA TERRITORIES
## (State Code 09)

**Territory**

**ALACHUA** . . . . . 45

**BAKER** . . . . . 92

**BAY**

a. All areas south of the North Bank of the Intracoastal Waterway . . . . . 76

b. Remainder of County . . . . . 76

**BRADFORD** . . . . . 94

**BREVARD**

a. All areas east of the West Bank of the Indian River . . . . . 12

b. Remainder of County . . . . . 12

**BROWARD**

a. Fort Lauderdale (except per A.3) . . . . . 19

b. Hollywood (except per A.3) . . . . . 19

A.1. All areas of Broward County located west of a line commencing at the intersection of the County line and U.S. Highway 441 on the south; north on 441 to its intersection with the Sunshine State Parkway; then north on the Parkway to the North County line . . 34

A.2. All areas of Broward County located east of the line described in A.1 above and west of the West Bank of the Intracoastal Waterway . . . . . 19

A.3. All areas east of the West Bank of the Intracoastal Waterway . . . . . 19

**CALHOUN** . . . . . 77

**CHARLOTTE**

a. All areas west of Myakka River and Charlotte Harbor . . . . . 41

b. Remainder of County . . . . . 41

**CITRUS**

a. Towns of Chassahowitzka, Ozello, and Homosassa and any other towns or communities lying wholly west of U.S. Highway No. 19 . . . . . 51

b. Remainder of County . . . . . 51

**CLAY** . . . . . 95

**COLLIER** . . . . . 59

**COLUMBIA** . . . . . 46

**DADE**

a. Miami (except per A.3 or A.4) . . . . . 14

b. Miami Beach . . . . . 15

c. Hialeah . . . . . 14

**Territory**

A.1. That portion of Dade County lying west of the area set forth by the following boundaries: commencing at the intersection of the Dade County Line and Highway 441 on the north, south on Highway 441 to its intersection with Highway 826; then west and south on Highway 826 to its intersection with Dixie Highway, Route 1; then south on Route 1 to its intersection with Silver Palms Drive; then east on Silver Palms Drive to the Intracoastal Waterway; then south on the Intracoastal Waterway; then south on the Intracoastal Waterway to the southern boundary of the County . . . . . 33

A.2. That portion of Dade County within the following boundaries: commencing at the intersection of the Dade County Line and Highway 441 on the north, south on Highway 441 to its intersection with Highway 826; then west and south on Highway 826 to its intersection with Dixie Highway, Route 1; then south on Route 1 to its intersection with Silver Palms Drive; then east on Silver Palms Drive to the Intracoastal Waterway; then north on the Intracoastal Waterway to the northern boundary of the County; then west on the County line to Highway 441 . . . . . 14

A.3. That portion of Dade County lying east of the West Bank of the Intracoastal Waterway bounded on the north by the County line and bounded on the south by the MacArthur Causeway and a line running eastward from the Causeway through Main Channel and U.S. Government cut . . . . . 15

A.4. That area of Dade County lying east of the West Bank of the Intracoastal Waterway and south of the MacArthur Causeway and a line running eastward from the Causeway through Main Channel and U.S. Government cut . . . . . 14

**DESOTO** . . . . . 60

**DIXIE**

a. Towns of Horseshoe Beach, Jena, Stewart City, and Suwanee and any other towns or communities lying wholly south or west of U.S. Highway 19 . . . . . 89

b. Remainder of County . . . . . 89

**DUVAL**

a. Jacksonville (except per b) . . . . . 36

b. All areas east of the West Bank of the Intracoastal Waterway . . . . . 36

c. Remainder of County . . . . . 36

**ESCAMBIA**

A.1. All areas north of an east—west line determined by State Route 182 . . . . . 69

A.2. All areas south of the line described in A.1 above south to the North Bank of the Intracoastal Waterway . . 67

A.3. That portion of Escambia County south of the North Bank of the Intracoastal Waterway . . . . . 67

**Note:** Refer to an atlas or map for places not listed.



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## FLORIDA TERRITORIES
## (State Code 09)

**Territory**

**FLAGLER**

a. All areas east of the West Bank of the Intracoastal Waterway . . . . . 39

b. Remainder of County . . . . . 39

**FRANKLIN** . . . . . 79

**GADSDEN** . . . . . 81

**GILCHRIST** . . . . . 90

**GLADES** . . . . . 61

**GULF**

a. All areas south of the North Bank of the Intracoastal Waterway . . . . . 78

b. Remainder of County . . . . . 78

**HAMILTON** . . . . . 86

**HARDEE** . . . . . 62

**HENDRY** . . . . . 63

**HERNANDO**

a. Towns of Bayport and Pine Island and any other towns or communities lying wholly west of U.S. Highway 19 . . . . . 52

b. Remainder of County . . . . . 52

**HIGHLANDS** . . . . . 64

**HILLSBOROUGH**

a. Tampa . . . . . 07

b. Remainder of County . . . . . 07

**HOLMES** . . . . . 73

**INDIAN RIVER**

a. All areas east of the West Bank of the Intracoastal Waterway . . . . . 56

b. Remainder of County . . . . . 56

**JACKSON** . . . . . 74

**JEFFERSON**

a. All areas south of U.S. Highway 98 (Florida State Highway No. 30) . . . . . 83

b. Remainder of County . . . . . 83

**LAFAYETTE** . . . . . 88

**LAKE** . . . . . 53

**LEE**

a. All beaches and islands lying west of the Mainland including the town of Punta Rassa . . . . . 42

**Territory**

b. Remainder of County . . . . . 42

**LEON** . . . . . 23

**LEVY**

a. All areas west of that portion of U.S. Highway No. 19 south of intersection of Highway No. 19 and State Road No. 336, and the towns of Cedar Key, Elizey, Rosewood, Summer, and other towns or communities lying wholly to the west of that portion of U.S. Highway No. 19 north of intersection of Highway No. 19 and State Road 336 . . . . . 91

b. Remainder of County . . . . . 91

**LIBERTY** . . . . . 80

**MADISON** . . . . . 84

**MANATEE**

a. Towns of Anna Maria, Bradentown Beach, Cortez, Long Beach, and Terra Ceia, including all beaches and islands west of the Mainland . . . . . 43

b. Remainder of County . . . . . 43

**MARION** . . . . . 47

**MARTIN**

a. All areas east of the West Bank of the Intracoastal Waterway . . . . . 57

b. Remainder of County . . . . . 57

**MONROE**

a. Key West . . . . . 32

b. Remainder of County . . . . . 32

**NASSAU**

a. All areas east of the West Bank of the Intracoastal Waterway . . . . . 40

b. Remainder of County . . . . . 40

**OKALOOSA**

a. All areas south of the North Bank of the Intracoastal Waterway . . . . . 71

b. Remainder of County . . . . . 71

**OKEECHOBEE** . . . . . 65

**ORANGE**

a. Orlando . . . . . 05

b. Remainder of County . . . . . 05

**OSCEOLA** . . . . . 66

**Note:** Refer to an atlas or map for places not listed.



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## FLORIDA TERRITORIES
## (State Code 09)

**Territory**

**PALM BEACH**

A.1. All areas of Palm Beach County located west of the Sunshine State Parkway . . . . . 35

A.2. All areas of Palm Beach County located east of the Sunshine State Parkway and west of the West Bank of the Intracoastal Waterway . . . . . 20

A.3. All areas east of the West Bank of the Intracoastal Waterway . . . . . 20

**PASCO**

a. Town of Aripeka and other towns or communities lying wholly west of U.S. Highway 19 . . . . . 54

b. Remainder of County . . . . . 54

**PINELLAS**

a. All areas west of the East Bank of the Intracoastal Waterway, including western portion of city of Clearwater . . . . . 06

b. St. Petersburg . . . . . 06

c. Remainder of County . . . . . 06

**POLK** . . . . . 10

**PUTNAM** . . . . . 96

**ST. JOHNS**

County is divided into four quadrants as follows: east and west by the Intracoastal Waterway; north and south by a line running east on State Road 210 to U.S. 1, then east on Mickler Cutoff to Mickler Landing. These quadrants shall be designated as N.E. (A.1), S.E. (A.2), S.W. (A.3), N.W. (A.4).

A.1 . . . . . 37

A.2 . . . . . 38

A.3 . . . . . 38

A.4 . . . . . 37

**ST. LUCIE**

a. All areas east of the West Bank of the Intracoastal Waterway . . . . . 58

b. Remainder of County . . . . . 58

**SANTA ROSA**

A.1. All areas north of an east—west line determined by State Route 182 . . . . . 70

A.2. All areas south of the line described in A.1 above including towns of Allentown and Chumuckla, then south to the North Bank of the Intracoastal Waterway . . . . . 68

**Territory**

A.3. That portion of Santa Rose County South of the North Bank of the Intracoastal Waterway . . . . . 68

**SARASOTA**

a. Beginning at the Northern Boundary of County and southward all areas west of the East Bank of the Intracoastal Waterway to Midnight Pass, thence southward all areas west of the Myakka River to the Southern Boundary of the County . . . . . 44

b. Remainder of County . . . . . 44

**SEMINOLE** . . . . . 48

**SUMTER** . . . . . 55

**SUWANNEE** . . . . . 87

**TAYLOR**

a. Towns of Adams Beach, Fish Creek, Keatons Beach, and Steinhatchee, and any other towns or communities lying wholly south or west of U.S. Highway 98 . . . . . 85

b. Remainder of County . . . . . 85

**UNION** . . . . . 93

**VOLUSIA**

a. All areas east of the West Bank of the Intracoastal Waterway . . . . . 49

b. Remainder of County . . . . . 49

**WAKULLA**

a. Towns of Panacea, St. Marks, Spring Creek, and Wakulla Beach, and any other towns or communities lying wholly south and east of a boundary line beginning at the West County line extending along U.S. Highway No. 319 to the intersection with U.S. Highway No. 98 and then along Highway No. 98 to the East County line . . . . . 82

b. Remainder of County . . . . . 82

**WALTON**

a. All areas south of the North Bank of the Intracoastal Waterway . . . . . 72

b. Remainder of County . . . . . 72

**WASHINGTON** . . . . . 75

**Note:** Refer to an atlas or map for places not listed.



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**FLORIDA TERRITORIES**
**(State Code 09)**

## LIST OF IMPORTANT CITIES AND TOWNS

The following list contains all the more important cities, towns, boroughs, and villages in the state, together with their counties and territory and code assignments.

| City and County | Territory |
|---|---|
| **A** | |
| Agricola, Polk | 10 |
| Alachua, Alachua | 45 |
| Aladdin, Dade | 33 |
| Alafia, Hillsborough | 07 |
| Alford, Jackson | 74 |
| Allandale, Volusia | 49 |
| Allentown, Santa Rosa | 68 |
| Alliance, Calhoun | 77 |
| Alligator Point, Franklin | 79 |
| Alma, Jefferson | 83 |
| Altamonte Springs, Seminole | 48 |
| Altha, Calhoun | 77 |
| Alton, Lafayette | 88 |
| Altoona, Lake | 53 |
| Alturas, Polk | 10 |
| Alva, Lee | 42 |
| Amelia City, Nassau | 40 |
| American Beach, Nassau | 40 |
| Anastasia Island, St. Johns | 38 |
| Ankona, St. Lucie | 58 |
| Anna Maria, Manatee | 43 |
| Anna Maria Island Fire District, Manatee | 43 |
| Anthony, Marion | 47 |
| Apalachicola, Franklin | 79 |
| Apollo Beach, Hillsborough | 07 |
| Apopka, Orange | 05 |
| Arcadia, DeSoto | 60 |
| Archer, Alachua | 45 |
| Argyle, Walton | 72 |
| Aripeka, Pasco and Hernando | 54 and 52 |
| Armstrong, St. Johns | 38 |
| Arran, Wakulla | 82 |
| Arredonda, Alachua | 45 |
| Ashton, Osceola | 66 |
| Ashville, Jefferson | 83 |
| Astatula, Lake | 53 |
| Astor, Lake | 53 |
| Astor Park, Lake | 53 |
| Atlantic Beach, Duval | 36 |
| Auburn, Okaloosa | 71 |
| Auburndale, Polk | 10 |
| Aucilla, Jefferson | 83 |
| Audubon, Brevard | 12 |
| Avon Park, Highlands | 64 |
| Azalea Park, Orange | 05 |
| **B** | |
| Babson Park, Polk | 10 |
| Bagdad, Santa Rosa | 68 |
| Bailey, Madison | 84 |
| Baker, Okaloosa | 71 |
| Bakersville, St. Johns | 38 |
| Baldwin, Duval | 36 |
| Bal Harbour, Dade | 15 |
| Balm, Hillsborough | 07 |
| Barberville, Volusia | 49 |
| Bardin, Putnam | 96 |
| Bare Beach, Palm Beach | 35 |
| Barreneau Park, Escambia | 67 |
| Barth, Escambia | 69 |
| Bartow, Polk | 10 |
| Bascom, Jackson | 74 |
| Bassinger, Okeechobee | 65 |
| Bath Club Estates (See Redington Beach) | |
| Baum, Leon | 23 |
| Baxter, Baker | 92 |
| Bay Harbour Island, Dade | 15 |
| Bay Head, Pasco | 54 |
| Bay Hill, Sumter | 55 |
| Bay Lake, Marion | 47 |
| Bayonet Point, Pasco | 54 |
| Bayou George, Bay | 76 |
| Bay Port, Hernando | 52 |
| Bay Ridge, Orange | 05 |
| Bayshore Gardens, Manatee | 43 |
| Bay Springs, Escambia | 69 |
| Beach Haven (See Warrington) | |
| Beacon Hill, Gulf | 78 |
| Beacon Squier, Pasco | 54 |
| Bean City, Palm Beach | 35 |
| Bear Creek, Bay | 76 |
| Bear Head, Walton | 72 |
| Beck Hammock, Seminole | 48 |
| Bee Ridge, Sarasota | 44 |
| Bell, Gilchrist | 90 |
| Belleair, Pinellas | 06 |
| Belleair Bluffs, Pinellas | 06 |
| Belle Glade, Palm Beach | 35 |
| Belle Glade Camp, Palm Beach | 35 |
| Belle Haven, Pinellas | 06 |
| Belle Isle, Orange | 05 |
| Belleview, Marion | 47 |
| Bellville, Hamilton | 86 |
| Belle Vista Beach (See St. Peterburg Beach) | |
| Bellwood, Brevard | 12 |
| Benson Springs, Volusia | 49 |
| Beresford, Volusia | 49 |
| Bethany, Manatee | 43 |
| Bethel, Wakulla | 82 |
| Beulah, Orange | 05 |
| Beulah, Escambia | 67 |
| Big Pine, Monroe | 32 |
| Biscayne Park, Dade | 14 |
| Bithlo, Orange | 05 |
| Blackman, Okaloosa | 71 |
| Black Point, Dade | 33 |
| Blake, Volusia | 49 |
| Bland, Alachua | 45 |
| Blanton, Pasco | 54 |
| Blichton, Marion | 47 |
| Bloomingdale, Hillsborough | 07 |
| Blountstown, Calhoun | 77 |
| Bloxham, Leon | 23 |
| Bluff Springs, Escambia | 69 |
| Boardman, Marion | 47 |
| Boca Chica, Monroe | 32 |
| Boca Grande, Lee | 42 |
| Boca Raton, Palm Beach | 20 |
| Bogia, Escambia | 69 |
| Bohemia, Escambia | 67 |
| Bokeelia, Lee | 42 |
| Bonaventure, Brevard | 12 |
| Bonifay, Holmes | 73 |
| Bonita Spring Fire Control District, Lee | 42 |
| Bostwick, Putnam | 96 |
| Boulogne, Nassau | 40 |
| Bowling Green, Hardee | 62 |
| Boyd, Taylor | 85 |
| Boynton Beach, Palm Beach | 20 |
| Bradenton, Manatee | 43 |
| Bradenton Beach (See Anna Maria Fire Dist.), Manatee | 43 |
| Bradfordville, Leon | 23 |
| Bardley Junction, Polk | 10 |
| Brandon, Hillsborough | 07 |
| Branford, Suwannee | 87 |
| Bratt (See Walnut Hill) | |
| Brent, Escambia | 67 |
| Brewster, Polk | 10 |
| Bridgend, Seminole | 48 |
| Bridge Port, Pinellas | 06 |
| Brighton, Highland | 64 |
| Bristol, Liberty | 80 |
| Bronson, Levy | 91 |
| Brooker, Bradford | 94 |
| Brooksville, Hernando | 52 |
| Browardale, Broward | 19 |
| Brownsville, Dade | 14 |
| Brownsville (See West Pensacola) | |
| Brownville, DeSoto | 60 |
| Bruce, Walton | 72 |
| Bryceville, Nassau | 40 |
| Buchanan, Hardee | 62 |
| Buckhead Ridge, Glades | 61 |
| Buckhorn Creek, Wakulla | 82 |
| Buckingham, Lee | 42 |
| Buena Vista, Pasco | 54 |
| Bulow, Volusia | 49 |
| Bunche Park, Dade | 14 |
| Bunker, DeSoto | 60 |
| Bunker Hill, Collier | 59 |
| Bunnell, Flagler | 39 |
| Burbank, Marion | 47 |
| Burgess Island, Lee | 42 |
| Bushnell, Sumter | 55 |
| **C** | |
| Callahan, Nassau | 40 |
| Calleway, Bay | 76 |
| Cameron City, Seminole | 48 |
| Camp, Hernando | 52 |
| Campbell, Osceola | 66 |
| Campbell Station, Osceola | 66 |
| Campbellton, Jackson | 74 |
| Camp Gordon Johnson, Franklin | 79 |
| Camp Roosevelt (See Roosevelt Village | |
| Campton, Okaloosa | 71 |

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## FLORIDA TERRITORIES
## (State Code 09)

| City and County | Territory |
|---|---|
| Campville, Alachua | 45 |
| Canal Point, Palm Beach | 35 |
| Candler, Marion | 47 |
| Cantonment, Escambia | 67 |
| Cape Canaveral, Brevard | 12 |
| Cape Coral, Lee | 42 |
| Capitola, Leon | 23 |
| Capps, Jefferson | 83 |
| Captiva, Lee | 42 |
| Captiva Island, Lee | 42 |
| Carambus, Collier | 59 |
| Carnestown, Collier | 59 |
| Carol City, Dade | 33 |
| Carrabelle, Franklin | 79 |
| Carters, Polk | 10 |
| Carver Ranch Estates, Broward | 19 |
| Caryville, Washington | 75 |
| Casa Bianco, Jefferson | 83 |
| Casa Loma, Jackson | 74 |
| Cassadaga, Volusia | 49 |
| Casselberry, Seminole | 48 |
| Cassia, Lake | 53 |
| Catawba, Citrus | 51 |
| Cedar Hammock, Manatee | 43 |
| Cedar Island, Taylor | 85 |
| Cedar Keys, Levy | 91 |
| Cedar Springs, Holmes | 73 |
| Center Hill, Sumter | 55 |
| Century, Escambia | 69 |
| Chaires, Leon | 23 |
| Charlotte Beach, Charlotte | 41 |
| Chase, Seminole | 48 |
| Chason, Calhoun | 77 |
| Chassahowitzka Community, Citrus | 51 |
| Chattahoochee, Gadsden | 81 |
| Cherry Lake, Madison | 84 |
| Chester, Nassau | 40 |
| Chiefland, Levy | 91 |
| Chipley, Washington | 75 |
| Chipola Park, Calhoun | 77 |
| Chokoloskee, Collier | 59 |
| Chosen, Palm Beach | 35 |
| Christina, Polk | 10 |
| Christmas, Orange | 05 |
| Chuluota, Seminole | 48 |
| Chumuckla, Santa Rosa | 68 |
| Cinco Bayou, Okaloosa | 71 |
| Citra, Marion | 47 |
| Citrus Center, Glades | 61 |
| Citrus Park, Hillsborough | 07 |
| Citrus Springs, Citrus | 51 |
| City Point, Brevard | 12 |
| Clara, Taylor | 85 |
| Clarcona, Orange | 05 |
| Clark, Alachua | 45 |
| Clarksville, Calhoun | 77 |
| Clay Hill, Clay | 95 |
| Clayno, Bradford | 94 |
| Clearwater, Pinellas | 06 |
| Clermont, Lake | 53 |
| Cleveland, Charlotte | 41 |
| Clewiston, Hendry | 63 |
| Cliftonville, Union | 93 |
| Coachman, Pinellas | 06 |
| Cocoa, Brevard | 12 |
| Cocoa Beach, Brevard | 12 |
| Cocoa West, Brevard | 12 |
| Cody, Jefferson | 83 |
| Coleman, Sumter | 55 |
| College Point, Bay | 76 |
| Collier City, Collier | 59 |
| Colonial Hills, Pasco | 54 |
| Columbia, Columbia | 46 |
| Columbus, Suwannee | 87 |
| Combee Settlement, Polk | 10 |
| Compass Lake, Jackson | 74 |
| Conant, Lake | 53 |
| Concord, Gadsden | 81 |
| Conners, Polk | 10 |
| Conway Fire District, Orange | 05 |
| Cooper City, Broward | 34 |
| Copeland, Collier | 59 |
| Coral Cove, Sarasota | 44 |
| Coral Gables, Dade | 14 |
| Coral Springs, Broward | 34 |
| Cornwell, Highlands | 64 |
| Coronet, Hillsborough | 07 |
| Cortez (See Anna Maria Fire District) | |
| Cosme, Hillsborough | 07 |
| Cottage Hill, Escambia | 67 |
| Cottondale, Jackson | 74 |
| Cottonplant, Marion | 47 |
| Country Club Estates, Polk | 10 |
| Country Estates, Pasco | 54 |
| Courtenay (Brevard District No. 2), Brevard | 12 |
| Crackertown, Levy | 91 |
| Crawfordville, Wakulla | 82 |
| Crescent Beach, St. John | 38 |
| Crescent City, Putnam | 96 |
| Crestview, Okaloosa | 71 |
| Croom, Hernando | 52 |
| Cross City, Dixie | 89 |
| Cross Creek (See Island Grove) | |
| Crossley, Putnam | 96 |
| Crown Point, Orange | 05 |
| Crystal Lake, Washington | 75 |
| Crystal River, Citrus | 51 |
| Cubitis, DeSoto | 60 |
| Curtis, Gilchrist | 90 |
| Cutler Ridge, Dade | 14 |
| Cypress, Jackson | 74 |
| Cypress Gardens, Polk | 10 |
| Cypress Quarters, Okeechobee | 65 |

### D

| City and County | Territory |
|---|---|
| Dade City, Pasco | 54 |
| Dade County (Metropolitan Area), Dade | 14 and 33 |
| Dade County Keys (Key Biscayne, Virginia Key), Dade | 14 |
| Dady, Holmes | 73 |
| Dallas, Marion | 47 |
| Dania, Broward | 19 |
| Darlington, Walton | 72 |
| Davenport, Polk | 10 |
| Davie, Broward | 34 |
| Day, LaFayette | 88 |
| Daytona Beach, Volusia | 49 |
| Daytona Beach Shores, Volusia | 49 |
| Debary, Volusia | 49 |
| Deep Lake, Collier | 59 |
| Deerfield Beach, Broward | 19 |
| De Funiak Springs, Walton | 72 |
| Dekle Beach, Taylor | 85 |
| Delaco, Okaloosa | 71 |
| Deland, Volusia | 49 |
| DeLeon Springs, Volusia | 49 |
| Dellwood, Leon | 23 |
| Dellwood, Jackson | 74 |
| Delray Beach, Palm Beach | 20 |
| Deltona, Volusia | 49 |
| Demory Hill, Dixie | 89 |
| Denver, Putnam | 96 |
| DeSoto City, Highlands | 64 |
| Destin, Okaloosa | 71 |
| Dinner Island, Flagler | 39 |
| Doctor Phillips, Orange | 05 |
| Doctors Inlet, Clay | 95 |
| Dog Island, Franklin | 79 |
| Don Ce-Sar (See St. Petersburg Beach) | |
| Dorcas, Okaloosa | 71 |
| Douglas City, Gadsden | 81 |
| Dover, Hillsborough | 07 |
| Dowling Park, Suwannee | 87 |
| Drexel, Pasco | 54 |
| Drifton, Jefferson | 83 |
| Duette, Manatee | 43 |
| Dundee, Polk | 10 |
| Dunedin, Pinellas | 06 |
| Dunnellon, Marion | 47 |
| Du Pont, Flagler | 39 |
| Durant, Hillsborough | 07 |
| Durbin (See St. Augustine) | |

### E

| City and County | Territory |
|---|---|
| Eagle Lake, Polk | 10 |
| Earlton, Alachua | 45 |
| Early Bird, Marion | 47 |
| East Auburdale, Polk | 10 |
| East Lake, Marion | 47 |
| East Lake—Orient Park, Hillsborough | 07 |
| East Naples, Collier | 59 |
| East Palatka, Putnam | 96 |
| East Point, Franklin | 79 |
| East Winter Haven, Polk | 10 |
| Eatonville, Orange | 05 |
| Eau Gallier, Brevard | 12 |
| Ebb, Madison | 84 |
| Ebro, Washington | 75 |
| Econfina, Bay | 76 |
| Eden, St. Lucie | 58 |
| Edgar, Putnam | 96 |
| Edgewater, Volusia | 49 |
| Edgewater Beach, Volusia | 49 |
| Eglin, Okaloosa | 71 |
| Eglin Field, Okaloosa | 71 |
| Egypt Lake, Hillsborough | 07 |
| Ehren, Pasco | 54 |
| Eldora, Volusia | 49 |
| Eldred, St. Lucie | 58 |
| Eldridge, Volusia | 49 |
| Eleanor, Holmes | 73 |
| Elfers, Pasco | 54 |
| El Jobean, Charlotte | 41 |
| Ellaville, Madison | 84 |

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**FLORIDA TERRITORIES**
**(State Code 09)**

| City and County | Territory |
|---|---|
| Ellenton, Manatee | 43 |
| Ellisville, Columbia | 46 |
| Eloise, Polk | 10 |
| El Portal, Dade | 14 |
| El Ranchero Village—Gulf Lake Estates, Manatee | 43 |
| Elwood Park (See Samoset Fire Control District) | |
| Emeralda, Lake | 53 |
| Emporia, Volusia | 49 |
| Englewood, Charlotte, Sarasota | 41 and 44 |
| Englewood Fire District, Sarasota | 44 |
| Ensley, Escambia | 67 |
| Enterprise, Volusia | 49 |
| Eridu, Taylor | 85 |
| Escambia, Escambia | 67 |
| Espanola, Flagler | 39 |
| Estero, Lee | 42 |
| Esto, Holmes | 73 |
| Eucheanna, Walton | 72 |
| Eugene, Dixie | 89 |
| Eureka, Marion | 47 |
| Eustis, Lake | 53 |
| Everglades, Collier | 59 |
| Evergreen Shores, Santa Rosa | 68 |
| Evinston, Alachua | 45 |
| **F** | |
| Facil, Hamilton | 86 |
| Fairbanks, Alachua | 45 |
| Fairfield, Marion | 47 |
| Fairvilla, Orange | 05 |
| Falmouth, Suwannee | 87 |
| Fannin, Levy and Gilchrist | 91 and 90 |
| Farmton, Volusia | 49 |
| Favorita, Flagler | 39 |
| Federal Point, Putnam | 96 |
| Felda, Hendry | 63 |
| Felicia, Citrus | 51 |
| Fellowship, Marion | 47 |
| Fellsmere, Indian River | 56 |
| Fenholloway, Taylor | 85 |
| Fernandina, Nassau | 40 |
| Fernandina Beach, Nassau | 40 |
| Fern Crest Village, Broward | 34 |
| Ferndale, Lake | 53 |
| Fern Park, Seminole | 48 |
| Ferry Pass, Excambia | 67 |
| Fire Control District Precinct 90 (See Zellwood Fire District) | |
| Fivay, Pasco | 54 |
| Five Points, Columbia | 46 |
| Flagler Beach, Flagler | 39 |
| Flemington, Marion | 47 |
| Florahome, Putnam | 96 |
| Floral City, Citrus | 51 |
| Florida City, Dade | 33 |
| Floridale, Santa Rosa | 68 |
| Florida Keys, Monroe | 32 |
| Florida Ridge, Indian River | 56 |
| Floridatown, Santa Rosa | 68 |
| Florosa, Okaloosa | 71 |
| Foley, Taylor | 85 |
| Forest City, Seminole | 48 |
| Forest Hills, Pasco | 54 |
| Fort Barancas, Escambia | 67 |
| Fort Braden, Leon | 23 |
| Fort Denaud, Hendry | 63 |
| Fort Drum, Okeechobee | 65 |
| Fort Geen Springs, Hardee | 62 |
| Fort Lauderdale, Broward | 19 |
| Fort Mason, Lake | 53 |
| Fort McCoy, Marion | 47 |
| Fort Meade, Polk | 10 |
| Fort Myers, Lee | 42 |
| Fort Myers Beach, Lee | 42 |
| Fort Ogden, DeSoto | 60 |
| Fort Pierce, St. Lucie | 58 |
| Fort Pierce Northwest, St. Lucie | 58 |
| Fort Walton Beach, Okaloosa | 71 |
| Fort White, Columbia | 46 |
| Fort Winder, DeSoto | 60 |
| Fountain, Bay | 76 |
| Francis, Putnam | 96 |
| Franklin, Franklin | 79 |
| Freeport, Walton | 72 |
| Frink, Calhoun | 77 |
| Frontenac, Brevard | 12 |
| Frostproof, Polk | 10 |
| Fruitland, Putnam | 96 |
| Fruitland Park, Lake | 53 |
| Fruitville, Sarasota | 44 |
| **G** | |
| Gabriella, Seminole | 48 |
| Gainesville, Alachua | 45 |
| Galliver, Okaloosa | 71 |
| Galloway, Polk | 10 |
| Galt City, Santa Rosa | 68 |
| Garden City, Okaloosa | 71 |
| Garden Grove, Hernando | 52 |
| Gardner, Hardee | 62 |
| Garnier, Okaloosa | 71 |
| Gaskin, Walton | 72 |
| Gasparilla, Charlotte | 41 |
| Geneva, Seminole | 48 |
| Genoa, Hamilton | 86 |
| Georgetown, Putnam | 96 |
| Georgiana, Brevard | 12 |
| Gibsonton, Hillsborough | 07 |
| Gifford, Indian River | 56 |
| Gillette, Manatee | 43 |
| Glencoe, Volusia | 49 |
| Glendale, Walton | 72 |
| Glen St. Mary, Baker | 92 |
| Glenwood, Bay | 76 |
| Glenwood, Volusia | 49 |
| Golden Beach (See Dade County) | |
| Goldenrod—Dommerich Fire District, Orange | 05 |
| Gomez, Martin | 57 |
| Gonzalez, Excambia | 67 |
| Goodland, Collier | 59 |
| Gordon, Walton | 72 |
| Gotha, Orange | 05 |
| Goulding, Escambia | 67 |
| Goulds, Dade | 14 and 33 |
| Graceville, Jackson | 74 |
| Graham, Bradford | 94 |
| Grandin, Putnam | 96 |
| Grand Island, Lake | 53 |
| Grand Ridge, Jackson | 74 |
| Grant, Brevard | 12 |
| Grayton Beach, Walton | 72 |
| Green Acres City, Palm Beach | 20 |
| Green Bay, Polk | 10 |
| Green Cove Springs, Clay | 95 |
| Greenhead, Washington | 75 |
| Greenland, Duval | 36 |
| Greenville, Madison | 84 |
| Greenwood, Jackson | 74 |
| Greer, Pasco | 54 |
| Gretna, Gadsden | 81 |
| Gross, Nassau | 40 |
| Grove City, Charlotte | 41 |
| Groveland, Lake | 53 |
| Grove Park, Alachua | 45 |
| Gulf Beach, Escambia | 67 |
| Gulf Breeze, Santa Rosa | 68 |
| Gulf Gate Estates, Sarasota | 44 |
| Gulf Hammock, Levy | 91 |
| Gulf Harbors, Pasco | 54 |
| Gulfport, Pinellas | 06 |
| Gulfstream, Palm Beach | 20 |
| Gull Point, Escambia | 67 |
| **H** | |
| Hague, Alachua | 45 |
| Haile, Alachua | 45 |
| Haines City, Polk | 10 |
| Hallandale, Broward | 19 |
| Hampton, Bradford | 94 |
| Hampton Springs, Taylor | 85 |
| Hanson, Madison | 84 |
| Harbor Oaks, Volusia | 49 |
| Hardaway, Gadsden | 81 |
| Harlem, Hendry | 63 |
| Harold, Santa Rosa | 68 |
| Hastins, St. Johns | 38 |
| Havana, Gadsden | 81 |
| Haverhill, Palm Beach | 20 |
| Hawthorne, Alachua | 45 |
| Herlong, Columbia | 46 |
| Hernando, Citrus | 51 |
| Hesperides, Polk | 10 |
| Hialeah, Dade | 14 |
| Hibernia, Clay | 95 |
| Hickory Hill, Holmes | 73 |
| Hicoria, Highlands | 64 |
| Highland, Broward | 34 |
| Highland, Clay | 95 |
| Highland City Community, Polk | 10 |
| Highland Park, Polk | 10 |
| Highland View, Gulf | 78 |
| High Point V.F.D., Pinellas | 06 |
| High Springs, Alachua | 45 |
| Hiland Park, Bay | 76 |
| Hilden, St. Johns | 38 |
| Hildreth, Suwannee | 87 |
| Hillard, Nassau | 40 |
| Hillcrest, Putnam | 96 |
| Hinson, Gadsden | 81 |
| Hobe Sound, Martin | 57 |
| Holden Hieghts, Orange | 05 |

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| Holley, Santa Rosa | 68 |
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| Holly Hill, Volusia | 49 |
| Hollywood, Broward | 19 |
| Holmes Beach, Manatee | 43 |
| Holopaw, Osceola | 66 |
| Holt, Okaloosa | 71 |
| Homeland, Polk | 10 |
| Homestead, Dade | 33 |
| Homestead Base, Dade | 33 |
| Homosassa, Citrus | 51 |
| Homosassa Springs, Citrus | 51 |
| Hopewell, Hillsborough | 07 |
| Hopewell, Madison | 84 |
| Horseshoe Beach, Dixie | 89 |
| Hosford, Liberty | 80 |
| Houston, Suwannee | 87 |
| Howard, Dade | 14 and 33 |
| Howey-in-the-Hills, Lake | 53 |
| Hudson, Pasco | 54 |
| Hugh, Clay | 95 |
| Hull, DeSoto | 60 |
| Hurlburt Field, Okaloosa | 71 |
| Hypoluxo, Palm Beach | 20 |
| **I** | |
| Iddo, Taylor | 85 |
| Immokalee, Collier | 59 |
| Indialantic, Brevard | 12 |
| Indian Beach, Sarasota | 44 |
| Indian Creek Village, Dade | 15 |
| Indian Harbour Beach, Brevard | 12 |
| Indian Lake Estates, Polk | 10 |
| Indianola, Brevard | 12 |
| Indian Pass, Gulf | 78 |
| Indian Rocks Beach, Pinellas | 06 |
| Indian Rocks Fire District, Pinellas | 06 |
| Indiantown, Martin | 57 |
| Indiro, St. Lucie | 58 |
| Inglis, Levy | 91 |
| Innerarity Point, Excambia | 67 |
| Intercession City, Osceola | 66 |
| Interlachen, Putnam | 96 |
| Inverness, Citrus | 51 |
| Inwood, Jackson | 74 |
| Iola, Calhoun | 77 |
| Iona, Lee | 42 |
| Irvine, Marion | 47 |
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| Island Grove, Alachua | 45 |
| Islesworth, Orange | 05 |
| Istachatta, Hernando | 52 |
| Ivan, Wakulla | 82 |
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| Jacksonville, Duval | 36 |
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| Jacobs, Jackson | 74 |
| Jamieson, Gadsden | 81 |
| Jan Phyl Village, Polk | 10 |
| Jasmine Estates, Pasco | 54 |
| Jasper, Hamilton | 86 |
| Jay, Santa Rosa | 70 |
| Jena, Dixie | 89 |
| Jennings, Hamilton | 86 |
| Jensen Beach, Martin | 57 |
| Jerome, Collier | 59 |
| Johnson, Putnam | 96 |
| June Park, Brevard | 12 |
| Juno (including Juno Beach), Palm Beach | 20 |
| Jupiter, Palm Beach | 20 |
| Jupiter Island, Martin | 57 |
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| Kanapaha, Alachua | 45 |
| Kathleen, Polk | 10 |
| Keaton Beach, Taylor | 85 |
| Kenansville, Osceola | 66 |
| Kendall, Dade | 14 and 33 |
| Kendrick, Marion | 47 |
| Kenneth City, Pinellas | 06 |
| Kensington Park, Sarasota | 44 |
| Keri, Hendry | 63 |
| Key Biscayne (See Dade County Keys) | |
| Key Largo, Monroe | 32 |
| Keystone Heights, Clay | 95 |
| Keysville, Hillsborough | 07 |
| Key West, Monroe | 32 |
| Killarney, Orange | 05 |
| Kinard, Calhoun | 77 |
| Kings Ferry, Nassau | 40 |
| Kingsford, Polk | 10 |
| Kingsley Lake, Clay | 95 |
| Kingsley, Hardee | 62 |
| Kissimmee, Osceola | 66 |
| Knights, Hillsborough | 07 |
| Korona, Flagler | 39 |
| Kynesville, Jackson | 74 |
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| La Belle, Hendry | 63 |
| Lacoochee, Pasco | 54 |
| La Crosse, Alachua | 45 |
| Lady Lake, Lake | 53 |
| Lafayette, Leon | 23 |
| La Grange, Brevard | 12 |
| Laguna Beach, Bay | 76 |
| Lake Alfred, Polk | 10 |
| Lake Barton, Orange | 05 |
| Lake Bird, Taylor | 85 |
| Lake Butler, Union | 93 |
| Lake Carroll, Hillsborough | 07 |
| Lake Charm, Seminole | 48 |
| Lake City, Columbia | 46 |
| Lake Clarke Shores, Palm Beach | 20 |
| Lake Como, Putnam | 96 |
| Lake Fern, Hillsborough | 07 |
| Lake Geneva, Clay | 95 |
| Lake Hamilton, Polk | 10 |
| Lake Harbor, Palm Beach | 35 |
| Lake Helen, Volusia | 49 |
| Lake Iamonia, Leon | 23 |
| Lake Jem, Lake | 53 |
| Lakeland, Polk | 10 |
| Lake Lillian, Calhoun | 77 |
| Lake Lona, Columbia | 46 |
| Lake Magdalene, Hillborough | 07 |
| Lake Mary—Tenth Precinct Fire District, Seminole | 48 |
| Lake Monroe, Seminole | 48 |
| Lakemont, Highlands | 64 |
| Lake of the Hills, Polk | 10 |
| Lake Park, Palm Beach | 20 |
| Lake Placid, Highlands | 64 |
| Lake Port, Glades | 61 |
| Lake Sue FD, Orange | 05 |
| Lake View, Broward | 34 and 19 |
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| Lamont, Jefferson | 83 |
| Lanark Village, Franklin | 79 |
| Lancaster, Suwannee | 87 |
| Land-O-Lakes, Pasco | 54 |
| Lane Park, Lake | 53 |
| Lantana, Palm Beach | 20 |
| Largo, Pinellas | 06 |
| Lauderdale-by-the-Sea, Broward | 19 |
| Lauderdale Lakes, Broward | 19 |
| Lauderhill, Broward | 34 |
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| Lebanon, Levy | 91 |
| Le Canto, Citrus | 51 |
| Lee, Madison | 84 |
| Lee County South Trail Area, Lee | 42 |
| Leesburg, Lake | 53 |
| Lehigh Acres, Lee | 42 |
| Lellman, Pinellas | 06 |
| Lemon City, Dade | 14 |
| Leonton,Jefferson | 83 |
| Liberty Point, Glades | 61 |
| Liberty, Walton | 72 |
| Lido Beach (See St. Petersburg Beach) | |
| Lighthouse Point, Broward | 19 |
| Limestone, Hardee | 62 |
| Limonia, Hillsborough | 07 |
| Linden, Sumter | 55 |
| Lisbon, Lake | 53 |
| Lithia, Hillsborough | 07 |
| Little River, Dade | 14 |
| Live Oak, Suwannee | 87 |
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| Long Beach, Manatee | 43 |
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| Long Boat Key, Sarasota | 44 |
| Long Key, Monroe | 32 |
| Longwood, Seminole | 48 |
| Lorida, Highlands | 64 |
| Lottiesville, Gilchrist | 90 |
| Lotus, Brevard | 12 |
| Loughman, Polk | 10 |
| Lovedale, Jackson | 74 |
| Lovett, Madison | 84 |

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| Loxahatchee, Palm Beach | 35 |
| Lucerne Park, Polk | 10 |
| Lulu, Columbia | 46 |
| Lumberton, Pasco | 54 |
| Luraville, Suwannee | 87 |
| Lutz, Hillsborough | 07 |
| Lynchburg, Polk | 10 |
| Lynne, Marion | 47 |
| Lynn Haven, Bay | 76 |
| **M** | |
| Macclenny, Baker | 92 |
| Madeira Beach, Pinellas | 06 |
| Madison, Madison | 84 |
| Maitland, Orange | 05 |
| Malabar, Brevard | 12 |
| Malone, Jackson | 74 |
| Manalapan, Palm Beach | 20 |
| Manatee, Manatee | 43 |
| Mango, Hillsborough | 07 |
| Manhattan, Manatee | 43 |
| Mannville, Putnam | 96 |
| Margate, Broward | 34 |
| Marianna, Jackson | 74 |
| Marietta (See Duval County VFD) | |
| Martin, Marion | 47 |
| Martin County Fire District No. 3 (Port Salerno), Martin | 57 |
| Martin County Fire District No. 4 (Palm City), Martin | 57 |
| Mary Esther, Okaloosa | 71 |
| Marysville, Calhoun | 77 |
| Masaryktown, Hernando | 52 |
| Mascotte, Lake | 53 |
| Mason City, Columbia | 46 |
| Matoaka, Manatee | 43 |
| Maxville, Duval | 36 |
| Mayo, Lafayette | 88 |
| Mayo Junction, Lafayette | 88 |
| Mc Alpin, Suwannee | 87 |
| Mc David, Escambia | 69 |
| McIntosh, Marion | 47 |
| Mc Kinnonville, Escambia | 69 |
| Mc Meekin, Putnam | 96 |
| Mc Neal, Calhoun | 77 |
| Meadowbrook—Bellair VFD, Clay | 95 |
| Medart, Wakulla | 82 |
| Medley, Dade | 33 |
| Medulla, Polk | 10 |
| Melbourne, Brevard | 12 |
| Melbourne Beach, Brevard | 12 |
| Melrose, Alachua | 45 |
| Melrose, Bradford | 94 |
| Melrose, Clay | 95 |
| Melrose, Putnam | 96 |
| Melrose Park, Broward | 19 |
| Memphis, Manatee | 43 |
| Merritt Island, Brevard | 12 |
| Metecumbe Rey, Monroe | 32 |
| Mexico Beach, Bay | 76 |
| Miakka, Sarasota | 44 |
| Miami, Dade | 14 and 15 |
| Miami Beach, Dade | 15 |
| Miami Shores, Dade | 14 |
| Miami Springs, Dade | 14 |
| Micanopy, Alachua | 45 |
| Micco, Brevard | 12 |
| Miccosukee, Leon | 23 |
| Middleburg, Clay | 95 |
| Midway, Gadsden | 81 |
| Mikesville, Columbia | 46 |
| Millcreek, St. Johns | 37 |
| Milligan, Okaloosa | 71 |
| Millview, Excambia | 67 |
| Millville, Bay | 76 |
| Millwood, Marion | 47 |
| Milton, Santa Rosa | 68 |
| Mims, Brevard | 12 |
| Minneola, Lake | 53 |
| Miramar, Broward | 34 |
| Mission City, Volusia | 49 |
| Moccasin Branch, St. Johns | 38 |
| Modello, Dade | 33 |
| Molino, Escambia | 69 |
| Monroe, Collier | 59 |
| Montbrook, Levy | 91 |
| Monteverde, Lake | 53 |
| Monte Vista, Lake | 53 |
| Monticello, Jefferson | 83 |
| Moore Haven, Glades | 61 |
| Moores, Seminole | 48 |
| Morriston, Levy | 91 |
| Moss Bluff, Marion | 47 |
| Mossy Head, Walton | 72 |
| Moutrie, St. Johns | 38 |
| Mountain Lake, Polk | 10 |
| Mount Dora, Lake | 53 |
| Mountain Pleasant, Gadsden | 81 |
| Mount Plymouth, Lake | 53 |
| Mount Tabor, Jackson | 74 |
| Mulat, Santa Rosa | 68 |
| Mulberry, Polk | 10 |
| Mullet Key, Pinellas | 06 |
| Munson, Santa Rosa | 70 |
| Murdock, Charlotte | 41 |
| Muscogee, Escambia | 67 |
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| Myrtis, Columbia | 46 |
| Myrtle Grove, Escambia | 67 |
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| Nalcrest, Polk | 10 |
| Naples, Collier | 59 |
| Naples Park, Collier | 59 |
| Naranja, Dade | 33 |
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| Nash, Jefferson | 83 |
| Nassauville, Nassau | 40 |
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| Navarre, Santa Rosa | 68 |
| Neals, Gilchrist | 90 |
| Neptune Beach, Duval | 36 |
| Newbern, Hillsborough | 07 |
| Newberry, Alachua | 45 |
| New Harmony, Suwannee | 87 |
| Newport, Wakulla | 82 |
| New Port Richey, Pasco | 54 |
| New Port Richey East—Richey Lakes, Pasco | 54 |
| New River, Bradford | 94 |
| New Rivers, Broward | 19 |
| New Smyrna Beach, Volusia | 49 |
| Niceville, Okaloosa | 71 |
| Nichols, Polk | 10 |
| Nobelton, Hernando | 52 |
| Nocatee, DeSoto | 60 |
| Nokomis, Sarasota | 44 |
| Nokomis—Laurel, Sarasota | 44 |
| Noma, Holmes | 73 |
| North Andrews Terrace, Broward | 19 |
| North Bay, Dade | 15 |
| North Bay Village, Dade | 15 |
| Northeast Area Special F.C.D., Sarasota | 44 |
| North Fort Myers, Lee | 42 |
| North Hillsborough, Hillsborough | 07 |
| North Lauderdale, Broward | 34 |
| North Miami, Dade | 14 |
| North Miami Beach, Dade | 14 |
| North Naples, Collier | 59 |
| North Naples Fire Control District, Collier | 59 |
| North Port, Sarasota | 44 |
| North Redington Beach, Pinellas | 06 |
| **O** | |
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| Oak Hill, Volusia | 49 |
| Oakhurst, Pinellas | 06 |
| Oakland, Orange | 05 |
| Oakland Park, Broward | 19 |
| O'Brien, Suwannee | 87 |
| Ocala, Marion | 47 |
| Ocean City, Okaloosa | 71 |
| Ocean Ridge, Palm Beach | 20 |
| Ocheesee, Calhoun | 77 |
| Ochopee, Collier | 59 |
| Ocklawaha, Marion | 47 |
| Ocoee, Orange | 05 |
| Odessa, Pasco | 54 |
| Ojus, Dade | 14 |
| Okahumpka, Lake | 53 |
| Okaloosa Island Beach, Okaloosa | 71 |
| Okeechobee, Okeechobee | 65 |
| Okeelanta, Palm Beach | 35 |
| Oldsmar, Pinellas | 06 |
| Old Town, Dixie | 89 |
| Olga, Lee | 42 |
| Olive, Escambia | 67 |
| Olustee, Baker | 92 |
| Ona, Hardee | 62 |
| Oneco, Manatee | 43 |
| Oneco—Tellavast, Sarasota | 44 |
| O'Neil, Nassau | 40 |
| Opa-Locka, Dade | 14 |
| Orange, Liberty | 80 |
| Orange City, Volusia | 49 |
| Orange Heights, Alachua | 45 |
| Orange Lake, Marion | 47 |
| Orange Mills, Putnam | 96 |
| Orange Park, Clay | 95 |
| Orange Springs, Marion | 47 |
| Oriole Beach, Santa Rosa | 68 |
| Orlando, Orange | 05 |
| Orla Visata Fire Control District, Orange | 05 |


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| Orsino, Brevard | 12 |
| Ortona, Glades | 61 |
| Oslo, Indian River | 56 |
| Osprey, Sarasota | 44 |
| Osteen, Volusia | 49 |
| Otis, Duval | 36 |
| Otter Creek, Levy | 91 |
| Overstreet, Gulf | 78 |
| Oviedo, Seminole | 48 |
| Oxford, Sumter | 55 |
| Ozona, Palm Harbor and Capitol Beach Fire Control District, Pinellas | 06 |
| **P** | |
| Pace, Santa Rosa | 68 |
| Pahokee, Palm Beach | 35 |
| Paisley, Lake | 53 |
| Palatka, Putnam | 96 |
| Palma Sola, Manatee | 43 |
| Palm Bay, Brevard | 12 |
| Palm Beach, Palm Beach | 20 |
| Palm Beach County Fire District No. 1, Jupiter, Jupiter Inlet, Beach Colony, and Tequesta, Palm Beach | 20 and 35 |
| Sections of Palm Beach County F.D. No. 1, Palm Beach | 20 |
| Palm Beach Fire Control District No. 2, Palm Beach | 20 and 35 |
| Palm Beach F.D. No. 3, Palm Beach | 20 |
| Palm Beach F.D. No. 4, Palm Beach | 20 and 35 |
| Palm Beach F.D. No. 8, Palm Beach | 20 and 35 |
| Palm Beach F.D. No. 9, Palm Beach | 20 and 35 |
| Fire District No. 6, Palm Beach | 20 and 35 |
| Fire District No. 7, Palm Beach | 20 and 35 |
| Palm Beach Gardens, Palm Beach | 20 |
| Palm Beach Shores, Palm Beach | 20 |
| Palm City (See Martin County Fire District No. 4) | |
| Palm Coast F.D., Flagler | 39 |
| Palmdale, Glades | 61 |
| Palmetto, Manatee | 43 |
| Palmetto Fire Control District (including Palmetto, Palmview, Rubonia, Terra Cera), Manatee | 43 |
| Palmetto Key, Manatee | 43 |
| Palm River, Hillsborough | 07 |
| Palm Springs, Palm Beach | 20 |
| Palm Valley, St. Johns | 37 |
| Panacea, Wakulla | 82 |
| Panama City, Bay | 76 |
| Panama City Beaches, Bay | 76 |
| Panasoffkee, Sumter | 55 |
| Paola, Seminole | 48 |
| Paradise, Alachua | 45 |
| Parker, Bay | 76 |
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| Paxton, Walton | 72 |
| Pedro, Marion | 47 |
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| Picnic, Hillsborough | 37 |
| Picolata, St. Johns | 38 |
| Pierce, Polk | 10 |
| Pierson, Volusia | 49 |
| Pine, Escambia | 67 |
| Pinecastle Fire District (including Belle Isle, Edgewood, and Taingelo Park), Orange | 05 |
| Pinecraft, Sarasota | 44 |
| Pineda, Brevard | 12 |
| Pine Hills, Orange | 05 |
| Pine Hill Fire District, Orange | 05 |
| Pine Island, Lee | 42 |
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| Pinellas Park, Pinellas | 06 |
| Pinemount, Suwannee | 87 |
| Pineola, Citrus | 51 |
| Pine Shores, Sarasota | 44 |
| Pinetta, Madison | 84 |
| Pittman, Holmes | 73 |
| Placida, Charlotte | 41 |
| Plantation, Broward | 34 |
| Plant City, Hillsborough | 07 |
| Pleasant Grove, Escambia | 67 |
| Plymouth, Orange | 05 |
| Point Washington, Walton | 72 |
| Polk City, Polk | 10 |
| Polk County Fire District No. 1, Polk | 10 |
| Pomona Park, Putnam | 96 |
| Pompano Beach, Broward | 19 |
| Pompano Beach Highlands, Broward | 19 |
| Ponce de Leon, Holmes | 73 |
| Ponce Park, Volusia | 49 |
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| Port Charlotte, Charlotte | 41 |
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| Port Mayaca, Martin | 57 |
| Port Orange, Volusia | 49 |
| Port Richey, Pasco | 54 |
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| Redbay, Walton | 72 |
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| Redington Beaches Fire Assn. includes Redington Beach, N. Redington Beach, Redington Shores, and Both Club Estates, Pinellas | 06 |
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| Rerdell, Hernando | 52 |
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| Richland, Pasco | 54 |
| Richmond Heights, Dade | 33 |
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| Ridgewwod, Polk | 10 |
| Ridge Wood Heights, Sarasota | 44 |
| Rio, Martin | 57 |
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| Riviera Beach, Palm Beach | 20 |
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| Rocket City, Orange | 05 |
| Rock Harbor, Monroe | 32 |
| Rockledge, Brevard | 12 |
| Romeo, Marion | 47 |
| Roosevelt Village, Marion | 47 |
| Roseland, Indian River | 56 |
| Round Lake, Jackson | 74 |
| Royster, Polk | 10 |
| Ruboina, Manatee | 43 |
| Ruskin, Hillsborough | 07 |
| Russell, Clay | 95 |
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| St. Lucie (St. Lucie County—Ft. Pierce Fire Control District including Indrio), St. Lucie | 58 |
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| St. Petersburg Beach, Pinellas | 06 |
| St. Petersburg—Clearwater International Airport, Pinellas | 06 |
| St. Theresa, Franklin | 79 |
| Salem, Taylor | 85 |
| Salerno, Martin | 57 |
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| Samoset, Manatee | 43 |
| Samoset Fire Control District, Manatee | 43 |
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| Sanford, Seminole | 48 |
| Sanibel Fire District, Lee | 42 |
| San Mateo, Putnam | 96 |
| Santa Fe, Alachua | 45 |
| Santa Rosa, Walton | 72 |
| Santa Rosa—Island (including Pensacola Beach), Escambia | 67 |
| Santos, Marion | 47 |
| Sapp, Baker | 92 |
| Sarasota, Sarasota | 44 |
| Satellite Beach, Brevard | 12 |
| Satsuma, Putnam | 96 |
| Saunders, Bay | 76 |
| Sawdust, Gadsden | 81 |
| Scotland, Gadsden | 81 |
| Scots Ferry, Calhoun | 77 |
| Scottsmoor, Brevard | 12 |
| Sears, Hillsborough | 07 |
| Sebastian, Indian River | 56 |
| Sebring, Highlands | 64 |
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| Seminole County, F.D., Seminole | 48 |
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| Seville, Volusia | 49 |
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| Shady Grove, Taylor | 85 |
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| Sharpes, Brevard | 12 |
| Shell Point, Wakulla | 82 |
| Siesta Key, Sarasota | 44 |
| Silver Springs, Marion | 47 |
| Silver Springs Shores, Marion | 47 |
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**Note:** Refer to an atlas or map for places not listed.



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**FLORIDA TERRITORIES**
**(State Code 09)**

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# EFFECTIVE DATES

# PLAN OF OPERATION

## ARTICLES OF ASSOCIATION

| | |
|---|---|
| Art. I. | October 1, 1973 |
| Art. II. | January 1, 1998 |
| Art. III. | October 1, 1980 |
| Art. IV. | March 1, 2017 |
| Art. V. | July 1, 2002 |
| Art. VI. | March 1, 2017 |
| Art. VII. | March 1, 2017 |
| Art. VIII. | March 1, 2017 |
| Art. IX. | January 1, 1998 |
| Art. X. | March 1, 2017 |
| Art. XI. | October 1, 1973 |
| Art. XII. | October 1, 1973 |
| Art. XIII. | October 1, 1973 |
| Art. XIV. | March 1, 2017 |
| Art. XV. | October 1, 1973 |
| Art. XVI. | October 1, 1973 |
| Art. XVII. | October 1, 1973 |

## OPERATING PRINCIPLES

**General**

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| Sec. 1. | July 1, 2009 |
| Sec. 2. | April 24, 1992 |
| Sec. 3. | October 1, 2017 |
| Sec. 4. | October 1, 1973 |
| Sec. 5. | Reserved for Future Use |
| Sec. 6. | October 1, 1973 |
| Sec. 7. | January 1, 1998 |
| Sec. 8. | July 1, 2009 |
| Sec. 9. | July 1, 2009 |
| Sec. 10. | October 1, 2017 |
| Sec. 11. | July 1, 2009 |

**Service Provider**

| | |
|---|---|
| Sec. 1. | October 1, 2006 |
| Sec. 2. | January 1, 1998 |
| Sec. 3. | January 1, 1998 |
| Sec. 4. | January 1, 1998 |
| Sec. 5. | October 1, 2006 |
| Sec. 6. | January 1, 1998 |
| Sec. 7. | June 15, 1978 |
| Application | January 1, 1998 |

**Producers**

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| Sec. I. | June 1, 2004 |
| Sec. II. | October 12, 2004 |
| Sec. III. | October 1, 1973 |
| Sec. IV. | September 1, 2003 |
| Sec. V. | October 12, 2004 |
| Sec VI. | June 1, 2004 |
| Sec. VII. | January 13, 1986 |
| Sec. VIII. | January 13, 1996 |
| Sec. IX. | January 13, 1996 |
| Sec. X. | January 13, 1996 |



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**RULES OF PRACTICE—GENERAL RULES SECTION**

Rule 1. January 1, 2014
Rule 2. January 1, 2014
Rule 3. October 1, 2017
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Rule 6. March 1, 2017
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Rule 9. October 1, 2017
Rule 10. Reserved for Future Use
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Rule 16. October 1, 1984
Rule 17. October 1, 2018
Rule 18. Reserved for Future Use
Rule 19. March 1, 2016
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**PRIVATE PASSENGER SECTION**

Rule 30. October 1, 1984
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Rule 32. December 1, 2015
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Rule 39. Reserved for Future Use

**TRUCKS, TRACTORS, AND TRAILERS SECTION**

Rule 40. October 1, 1984
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**PUBLIC TRANSPORTATION SECTION**

Rule 50. October 1, 2018
Rule 51. October 1, 1984
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Rule 55. April 15, 1987
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**GARAGES, DEALERS, SERVICE STATIONS, AND PARKING FACILITIES SECTION**

Rule 60. October 1, 2001
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Rule 63. October 1, 2018
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Rule 65. April 15, 1987
Rule 66. March 15, 1994
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Rule 69. Reserved for Future Use

**NONOWNED AUTOMOBILE SECTION**

Rule 70. October 1, 2018
Rule 71. October 1, 1984
Rule 72. October 1, 2018
Rule 73. October 1, 2018
Rule 74. October 1, 2018
Rule 75. April 1, 2019
Rule 76. April 1, 2019
Rule 77. October 1, 2018
Rule 78. March 15, 1994
Rule 79. October 1, 2018

**SPECIAL TYPES AND OPERATIONS SECTION**

Rule 80. April 1, 2007
Rule 81. October 1, 1984
Rule 82. October 1, 2018
Rule 83. February 1, 2006
Rule 84. October 1, 2018
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Rule 98. October 1, 2018
Rule 99. October 1, 2003
Rule 100. March 15, 1994
Rule 101. October 1, 2018



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## WORKSHEETS


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| Experience Rating Worksheet | October 1, 2018 |
| Truck Rating Worksheet | April 1, 2011 |
| Light Trucks Physical Damage Rating Worksheet | April 1, 2011 |
| Tractor and Trailer Rating Worksheet | March 1, 1992 |
| Tractor/Trailer Zone Rating Worksheet | March 1, 1992 |
| Public Auto Rating Worksheet | May 1, 1999 |
| Public Auto Zone Rating Worksheet | May 1, 1999 |
| Seasonal or Migrant Farm Workers Rating Worksheet | October 1, 2018 |
| Garage Dealers—Outline to Determine Rating Units | October 1, 1990 |
| Garage Dealer Rating Worksheet | October 1, 1990 |
| Automobile Service Operations or Trailer Sales Rating Worksheet | October 1, 1990 |


## PRIVATE PASSENGER AUTO RATE CHAPTER


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| Private Passenger Auto Rating Worksheet | August 1, 2011 |
| Private Passenger Type Auto On A Commercial Coverage Form Liability Coverage Rating Worksheet | August 1, 2011 |
| Named Nonowned Rating Worksheet | August 1, 2011 |
| Liability and PIP Base Rates | May 1, 2018 |
| Medical Payments Base Rates | March 1, 2017 |
| Liability and PIP Expense Fees | May 1, 2018 |
| Liability, PIP, and Medical Payments Class Factors | August 1, 2011 |
| Uninsured Motorists Rates | March 1, 2016 |
| Uninsured Motorists Increased Limits | August 1, 2011 |
| Private Passenger Physical Damage Coverage Rating Worksheet | January 1, 2010 |
| Private Passenger Type Auto On A Commercial Coverage Form Physical Damage Coverage Rating Worksheet | January 1, 2010 |
| Physical Damage Base Rates | March 1, 2017 |
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| Model Year Factors | March 1, 2017 |
| Symbol Factors | January 1, 2010 |
| Physical Damage Coverage Class Factors | January 1, 2010 |


## RATES


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| Physical Damage—Light Trucks Base Rates | April 1, 2019 |
| Physical Damage—Light Trucks Rating Factor Tables | April 1, 2011 |
| Commercial Automobile Liability Rates | April 1, 2019 |
| Commercial Automobile Medical Payments Rates | June 1, 1983 |
| Commercial Automobile Uninsured Motorists Rates | October 1, 2018 |




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