

CHECKING SLIP—IMPORTANT

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

KY 2017 Revision 002

NEW PAGES ENCLOSED R-3–R-4

SUPERSEDED—REMOVE Pages R-3–R-4

CORRECTION **Manual of Rules and Rates**

Page R-4 is reprinted to correct the medical payments rate for Territory 15. All other rates are unchanged.

RETAIN PRIOR CHECKING SLIP Because it contains information which may be useful to you, we suggest that you retain the KY 2017 Revision 001 Checking Slip until the next Manual page distribution.

ELECTRONIC MANUAL The Kentucky Automobile Insurance Plan Manual is available in electronic format at <https://www.aipso.com/Manuals/KentuckyManuals.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.

If you have a question about whether your Manual is up-to-date, you can call 888-424-0026 for assistance.

**Distributed by
AIPSO
302 Central Avenue
Johnston, Rhode Island 02919
www.aipso.com**

**On behalf of the
Kentucky Automobile Insurance Plan
Suite 100
10605 Shelbyville Road
Louisville, Kentucky 40223**

CHECKING SLIP—IMPORTANT

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

KY 2017 Revision 001

NEW PAGES ENCLOSED i-ii, PA-3-PA-4, PA-7-PA-12, CA-3-CA-4, CA-7-CA-18, A-3-A-21, (1)-(3), G-3-G-4, P-5-P-8, R-3-R-4, C-3-C-6, C-9-C-10, C-17-C-18, C-21-C-24, C-33-C-36, C-41-C-55, CR-3-CR-14, (a)-(c)

SUPERSEDED—REMOVE All previous Checking Slips

Pages i-ii, PA-3-PA-4, PA-7-PA-12, CA-3-CA-4, CA-7-~~CA-17~~, A-3-A-21, (1)-(3), G-3-G-4, P-5-P-8, R-3-R-4, C-3-C-6, C-9-C-10, C-17-C-18, C-21-C-24, C-33-C-36, C-41-~~C-53~~, CR-3-CR-14, (a)-(c)

NEW CHANGES

Plan of Operation

Filing Nos. KY 17-01
KY 17-02
KY 17-03
KY 17-04
KY 17-05
KY 17-06
KY 17-07
KY 17-09
KY 17-10

Section 5 is amended to reflect the increase in financial responsibility limit for property damage from \$10,000 to \$25,000.

Sections 7 and 23 are amended to specify that if the producer fails to retract an EASi application in accordance with Plan rules, the Plan will retract the EASi application 20 calendar days after the date of transmittal and advise the producer and applicant of their action.

In addition, under the alternate EASi application retraction procedure, the methods for submission of retraction forms for EASi applications have been expanded to include electronic transmittal by fax and e-mail.

Section 23 is further amended to introduce an online process for electronic retraction of EASi commercial applications.

Section 17 is amended to reference auto dealers in lieu of garages.

Section 40 is amended to (1) introduce a new method for allocation of LAD assignments; (2) provide all companies with the option to buy out in LAD when the estimated Plan premium volume is \$2 million or less; (3) introduce new procedures for Governing Committee monitoring of the Plan private passenger estimated premium volume and reinstatement of the buy-out eligibility requirement should the estimated Plan premium exceed \$2 million; and (4) introduce a new minimum LAD buy-out fee.

Manual of Rules and Rates

Rules 3, 25, 26, 51, 71, 124, and 139 are amended to reference auto dealers in lieu of garages.

Rule 94 is amended to clarify that a limousine is an unmarked auto (1) hired for a minimum of three hours on a prearranged basis for special or business functions, weddings, funerals, or similar purposes, (2) operated by the named insured or an employee of the named insured in attendance as chauffeur at the beginning and ending of the function, and (3) licensed by the appropriate licensing authority, if any.

Rule 102 is amended to (1) clarify the procedure for determining the number of rating units, (2) relocate the rating factors to a separate table, and (3) reference auto dealers in lieu of garages.

The Auto Dealer Rating Worksheets are retitled to reference auto dealers in lieu of garages.

The Auto Dealers rating table is retitled to reference auto dealers in lieu of garages.

Rules 23, 25, and 52 are amended to reflect the increase in financial responsibility limit for property damage from \$10,000 to \$25,000.

The Private Passenger Auto Liability, Personal Injury Protection, Medical Payments, and Uninsured and Underinsured Motorists Coverage rates are revised.

The Commercial Auto Liability and Personal Injury Protection rates, including rates for uninsured and underinsured motorists insurance (Rule 58), zone rated autos (Rule 73), and nonowned auto liability coverage (Rule 124) are revised.

These Rule and Rate changes are **effective January 1, 2018**.

- Section 5Page PA-4
- Section 7Pages PA-7 and PA-8
- Section 17Page CA-3
- Section 23 Pages CA-8 and CA-9
- Section 40 Pages A-5, A-7, and A-8
- Rule 3.....Page G-3
- Rule 23.....Pages P-5 and P-6
- Rule 25.....Page P-7
- Rule 26.....Pages P-7 and P-8
- Private Passenger Liability, Personal Injury Protection,
Medical Payments, and Uninsured and Underinsured
Motorists Coverage rates.....Page R-4
- Rule 51Page C-3
- Rule 52.....Page C-4
- Rule 58.....Page C-10
- Rule 71Page C-17
- Rule 73.....Pages C-21–C-23
- Rule 94.....Page C-34
- Rule 102.....Pages C-41 and C-42
- Auto Dealer Rating WorksheetsPages C-44 and C-45
- Rule 124.....Page C-48
- Rule 139.....Page C-53
- Commercial Auto Liability and
Personal Injury Protection rates.....Pages CR-3–CR-14

Table of Contents pages i, ii, (2), and (3) are revised.

ELECTRONIC MANUAL

The Kentucky Automobile Insurance Plan Manual is available in electronic format at <https://www.aipso.com/Manuals/KentuckyManuals.aspx>. Register at <https://www.aipso.com/EmailAlerts.aspx> to receive email alerts when the manual is updated.

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KENTUCKY
AUTOMOBILE INSURANCE PLAN

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KENTUCKY AUTOMOBILE INSURANCE PLAN

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KENTUCKY AUTOMOBILE INSURANCE PLAN
INTRODUCTION

PREAMBLE

UNLESS SPECIFICALLY IDENTIFIED OTHERWISE THE SECTIONS OF THIS PLAN APPLY TO ALL COVERAGES AVAILABLE.

APPLICABLE PROVISIONS FOR THE ASSIGNMENT AND POOLING OF APPLICANTS—SECTIONS 1 THROUGH 16 AND 34 THROUGH 52 ARE APPLICABLE TO THE ASSIGNMENT OF PRIVATE PASSENGER NONFLEET AUTOMOBILES, MISCELLANEOUS NONFLEET VEHICLES (AS DEFINED IN SECTION 40), AND NAMED NONOWNER APPLICANTS NOT SUBJECT TO THE MOTOR CARRIER ACT OF 1980 OR ANY LAW OR REGULATION REQUIRING HIGHER LIMITS THAN THE MAXIMUM PROVIDED IN SECTION 5 OF THE PLAN.

SECTIONS 17 THROUGH 33 AND 34 THROUGH 52 ARE APPLICABLE TO ALL APPLICANTS OTHER THAN THOSE MENTIONED ABOVE AND ARE PROVIDED COVERAGE UNDER THE COMMERCIAL AUTOMOBILE INSURANCE PROCEDURE (CAIP).

INTRODUCTION

The Kentucky Automobile Insurance Plan was created to provide automobile insurance coverage to eligible risks who seek coverage and are unable to obtain such coverage through the voluntary market (For complete eligibility requirements, see Sections 2 and 18). Eligible Kentucky Automobile Insurance Plan risks are shared among companies writing automobile insurance in the state of Kentucky. This Plan became effective on August 20, 1948.

The Plan of Operation is divided into two parts and an Appendix as follows:

Part I Personal Automobile

- Eligibility
- Coverages
- Other applicable provisions

Part II Commercial Automobile

- Availability and scope of the Commercial Automobile Insurance Procedure (CAIP)
- Eligibility
- Coverages
- Other applicable provisions

Appendix Administrative Rules of Plan

Before submitting an application for coverage, it is strongly recommended that users of this Manual read “How to Submit an Application to the Kentucky Automobile Insurance Plan”. However, it is required that users of this Manual read the Personal and Commercial Plan Manual contained in Parts I and II, the Appendix, and review the General Rules. To the extent to which “How to Submit an Application to the Plan” conflicts with the Personal or Commercial Automobile Parts or Appendix of this Plan, the provisions of the respective Personal or Commercial Automobile Part or Appendix shall apply.

HOW TO SUBMIT AN APPLICATION TO THE KENTUCKY AUTOMOBILE INSURANCE PLAN

HOW, WHEN, AND WHERE

As a producer of record, you can assist the assigned company or servicing carrier in providing better service to your insureds by making every effort to facilitate that company’s handling of assignments made under the Kentucky Automobile Insurance Plan. Producers licensed to transact automobile insurance in the state must register with the Plan to access the Electronic Application Submission Interface (EASi) to submit applications electronically.

Incomplete applications, application supplements, or requests for changes in the policy that are not readily identifiable to the assigned company or servicing carrier only delays the processing of Kentucky Plan assignments and endorsements. For private passenger applicants, the Electronic Application Submission Interface (EASi) must be used to apply to the Plan. An original application produced by EASi bearing the original signatures of the applicant and the producer must be forwarded to the Plan. For commercial applicants, an original application form or the application produced by EASi must be used for each

submission. Copies and facsimiles are not acceptable. Before mailing each submission to the Kentucky Automobile Insurance Plan, please review the application to ensure that you have provided the company, servicing carrier, or Plan with all the information necessary for issuance of the policy or completion of the transaction.

HOW TO APPLY TO THE PLAN

Producers should not telephone the Kentucky Automobile Insurance Plan Office for premium quotations, but should refer to the Rules and Rates in the Manual.

The producer should advise the applicant that the policy is being issued as part of the Kentucky Automobile Insurance Plan.

In completing the application, the producer must be certain that

- the application is completed in the name of the individual or entity requesting coverage;
- the application is signed by the applicant and the producer of record;

KENTUCKY AUTOMOBILE INSURANCE PLAN INTRODUCTION

- all applicable questions are answered fully. Blank or incomplete answers may necessitate that the Plan return the application to you before an assignment can be made. For specific minimum application requirements, refer to Section 7 for private passenger applicants or Section 23 for commercial applicants;
- any and all attachments pertinent to the application are attached;
- the deposit accompanying the application must be correctly drafted and be correct for the method of payment chosen in accordance with the payment option selected from Sections 6 or 22 of this Plan. If the applicant is a commercial risk, the deposit must be in the form of a certified check, bank check, or money order;
- the applicant has read the application and concurs that all answers are correct and complete;
- the original application form and one copy or the original application produced by EASi are mailed to the Kentucky Automobile Insurance Plan. For private passenger applicants and CAIP applicants not subject to the 15-day delay in effective date, only the postmark date of the United States Postal Service is recognized by the Plan for the purpose of effecting coverage. A metered mail postmark, electronic stamp, or other postage service or stamp is not considered a postmark of the United States Postal Service. For CAIP applicants requiring filings and limits in excess of \$350,000 combined single limit who are subject to the 15-day delay in effective date, the effective date of coverage shall be determined using the Plan assignment date shown on the Notice of Designation. For applications subject to EASi, the effective date of coverage shall be determined in accordance with Plan provisions shown in Section 7 or 23;
- the name, address, and tax identification number of the producer of record are included.

Specific questions on the Kentucky Automobile Insurance Plan Manual, or any portion thereof, should be directed to the Kentucky Automobile Insurance Plan, Suite 100, 10605 Shelbyville Road, Louisville, KY 40223, telephone, (502) 327-8909.

WHAT TO SEND TO THE PLAN

An original and one copy of the application or the original application generated by EASi must be forwarded to the Kentucky Automobile Insurance Plan Office no later than the first working day after the application is completed. If the application is transmitted by EASi, only the application form generated by EASi bearing the original signatures of the applicant and producer must be forwarded to the Plan Office no later than the first working date after the application is completed. EASi must be used to apply to the Plan for private passenger applicants.

Private passenger applications should be accompanied by the following documents:

- Deposit check
- Declarations page if requesting assignment under the household rule
- Copy of Premium Finance Agreement if premium is financed

Commercial applications should be accompanied by the following documents:

- Deposit check
- Supplemental Vehicle Schedule, if applicable
- Copy of Premium Finance Agreement if premium is financed

HOW TO APPLY FOR ADDITIONAL COVERAGES OR CHANGES IN THE POLICY

All requests for changes to a policy must be submitted in writing on an approved Policy Change Request form. If a company or servicing carrier has been assigned, the Policy Change Request form should be forwarded directly to the assigned company or servicing carrier no later than the first working day after completion, NOT to the Kentucky Automobile Insurance Plan Office. Be certain the insured's policy number and other identification numbers, if any, are included in your written request on the approved Policy Change Request form. If a reduction or elimination of coverage is requested, the completed approved Policy Change Request form must be signed by the applicant.

Only those coverages shown in Sections 5 and 21 of the Plan are available.

PRODUCER RESPONSIBILITY

The actions of a producer under this and all other sections of this Plan are deemed to be the actions of the applicant and are not the actions of the Plan. Insofar as the producer is acting as an agent of any party in connection with actions under this or any other section of the Plan, the producer shall be deemed to be the agent of the applicant and not the agent of the Plan and/or assigned company.

AVAILABILITY OF FORMS, MANUALS, ETC.

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The following Plan materials are available in electronic format and may be printed after logging into www.aipso.com and accessing the Plan Sites link: ❖

- The Manual containing the Plan Manual and the Manual of Rules and Rates
- Symbol and Identification Manual
- Plan Commercial and Personal Policy Forms and Endorsements
- EASi Brochure
- Electronic Application Submission Interface (EASi) Retraction Request Form

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- Plan Applications and Forms ❖

In the event a producer does not have access to the Plan website for any reason or is unable to print from the website, Plan applications and forms are available at no charge in plain paper format by contacting the Kentucky Automobile Insurance Plan by email at KYAuto@KAIP.org or by calling (502) 327-8909.

KENTUCKY AUTOMOBILE INSURANCE PLAN
PERSONAL AUTOMOBILE PART

NOTES

KENTUCKY AUTOMOBILE INSURANCE PLAN
PERSONAL AUTOMOBILE PART

Sec. 1. PURPOSES OF PLAN

The purposes of the Plan are

- A. to make automobile bodily injury and property damage liability insurance and no-fault coverage, as required by Kentucky Law, available subject to the conditions hereinafter stated, and
- B. to make medical payments insurance available, subject to the conditions hereinafter stated, to four wheel vehicles classified and rated as private passenger automobiles, and
- C. to establish a procedure for the equitable distribution of risks assigned to insurance companies, and
- D. to preserve to the public the benefits of price competition by encouraging maximum use of the normal private insurance system.

Sec. 2. ELIGIBILITY

A. Applicant Eligible for Plan

To be eligible for bodily injury, property damage, medical payments, uninsured and underinsured motorists, and personal injury protection coverage, the applicant must meet the following criteria:

- 1. As a prerequisite to consideration for assignment under the Plan, an applicant must certify, in the prescribed application form, that he has attempted within 60 days prior to the date of application, to obtain automobile insurance in the state and that he has been unable to obtain such insurance at rates not exceeding those applicable under the Plan.
- 2. An applicant so certifying shall be considered for assignment upon making application in good faith to the Plan. An applicant 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 the prescribed application form, or does not come within any of the prohibitions or exclusions shown in Section 2.C.
- 3. The Plan shall be available to residents and nonresidents of the state only with respect to automobiles that are registered or will be registered in the state within 15 days, except that nonresidents who are members of the United States military forces shall be eligible with respect to automobiles registered in other states provided such military nonresidents are stationed in this state at the time application is made and are otherwise eligible for insurance under the Plan.
- 4. In the event the operator's license of the applicant, any operator resident in the same household, or an individual who customarily operates the motor vehicle(s) has been suspended or revoked, including operator licenses requiring SR-22 filings, the applicant is entitled to automobile insurance coverage through the Plan for the operation of properly registered vehicle(s) provided
 - a. another duly licensed operator is shown on the application, or
 - b. the application is returned with an additional duly licensed operator, or

- c. current valid operator's license information is submitted, or
- d. a notice of restoration of license is received from the state of Kentucky, or
- e. an SR-22 filing is requested at the time of application.

B. Risks Eligible for Assignment

The following types of risks shall be assigned to a company:

- 1. Private passenger nonfleet
- 2. Miscellaneous nonfleet personal vehicles including the following types that are registered:
 - a. Motor homes, auto homes (self-propelled)
 - b. Campers and travel trailers
 - c. Dune buggies
 - d. All-terrain vehicles
 - e. Antique autos
 - f. Amphibious autos
 - g. Snowmobiles
 - h. Golf carts
 - i. Motorcycles, motorscooters, motorbikes, trail bikes, and mopeds
- 3. Named nonowner applicants

For the purpose of this Plan, the following definitions shall apply:

"Nonfleet" is defined as four or less motor vehicles of any type.
"Fleet" is defined as five or more motor vehicles of any type.

C. Applicant Not Eligible for Plan

An applicant shall not be entitled to automobile insurance nor shall any subscriber be required to afford or continue insurance under the following circumstances:

- 1. if any person who usually drives the motor vehicle does not hold or is not eligible to obtain an operator's license or fails to obtain such license as required by law;
- 2. if any person who usually drives the automobile is a new resident to the state and fails to obtain a Kentucky operator's license as required by law;
- 3. if the applicant or anyone who usually drives the motor vehicle fails to meet all obligations to pay any insurance company any automobile insurance premiums due;
- 4. if the applicant is one of two or more entities, in each of which the same person or group of persons or corporations owns a majority interest, none of such entities shall be eligible for insurance under the Plan if any of such entities has failed to meet its premium obligations as outlined above. If an entity owns the majority interest in another entity which in turn owns the majority interest in another entity, all entities so related shall be considered as under the same majority ownership for purposes of this Part.

KENTUCKY AUTOMOBILE INSURANCE PLAN
PERSONAL AUTOMOBILE PART

D. Medical payments insurance shall be available to an applicant, but only in conjunction with the same policy written in accordance with this Plan affording bodily injury and property damage coverage for a four-wheel vehicle classified and rated as a private passenger automobile.

of any state in which the motor vehicle will be operated, but applicable only while the motor vehicle is being operated in that state/province;

Sec. 3. REELIGIBILITY

Applicants eligible for assignment in accordance with Section 2 are subject to the following reeligibility provisions:

A. New Application

Any applicant denied insurance under Section 2 or cancelled under Section 12.B of the Plan may reapply to the Plan as soon as the cause of ineligibility is removed.

1. An applicant cancelled under Section 12.B.1.a for not being in good faith shall not be eligible to reapply for assignment until 12 months after the effective date of cancellation.
2. Applicants cancelled under Section 12.B.1.e of the Plan may reapply for assignment at any time providing no earned premium is owed the previous assigned company.
3. If an applicant cancelled under Section 12.B.1.e re-applies, provided such applicant is otherwise eligible, the application shall be accompanied by the deposit prescribed in Section 6.
4. Such application shall be considered a new application and the applicant shall be assigned to a company in accordance with the provisions of Appendix Section 40.

B. Renewals

An applicant who fails to pay the renewal premium quoted by the assigned company, in accordance with the provisions of Section 14.A.2 of this Plan, may reapply for assignment at any time. If an applicant reapplies, provided such applicant is otherwise eligible, the application shall be accompanied by the deposit prescribed in Section 6. Such application shall be considered a new application and the applicant shall be assigned to a company in accordance with the provisions of Section 7.

Sec. 4. RESERVED FOR FUTURE USE

Sec. 5. EXTENT OF COVERAGE

A. Coverages and Limits

1. Bodily Injury, Property Damage, Medical Payments, and Personal Injury Protection Coverages
 - a. ★Each assigned company shall be required to write a policy or binder for basic limits of \$25,000/50,000 bodily injury and \$25,000 property damage.❖
 - b. An insured assigned under the Plan may, at his option, also purchase additional coverage to be written in the same policy as the liability coverages for
 - (1) Liability limits adequate to comply with the provisions of the financial responsibility law

(2) The Plan shall be obligated to write limits in excess of the basic limits, as set forth in Section 5.A.1, only when the said basic limits are written through the Plan;

(3) Liability limits at the following optional limits:

★
BI Limits

\$50,000/100,000
❖

- (4) Uninsured and underinsured motorists coverage at the standard limits of liability specified in the applicable rules and rates; and
- (5) With respect only to four-wheel private passenger vehicles, not for hire, the assigned company shall upon request of the applicant or insured provide medical payments coverage in the amount of \$1,000, if the named insured and all members of the family residing in his household not identified by name as an insured in any other contract of basic reparations insurance have rejected the tort limitations and appropriate KENTUCKY NO-FAULT REJECTION FORM (KY NF-1) has been filed with the Kentucky Office of Insurance.

2. Personal Injury Protection

- a. Personal injury protection coverage shall be afforded on policies or binders providing bodily injury and property damage liability coverages for owned motor vehicles registered in the Commonwealth of Kentucky and subject to the provisions of Subtitle 39 of the Kentucky Revised Statutes, Chapter 304. Such coverage shall be for an aggregate limit of \$10,000 per insured injured person.
- b. Optional Personal Injury Protection Coverage

(1) For personal injury protection afforded in accordance with 2.a above, the assigned company shall upon request of the applicant or insured provide aggregate deductibles per accident for the personal injury protection coverage of \$250, \$500, or \$1,000 applicable to the named insured and family members. (Except corporate or voluntary association insured.)

(2) With respect to private passenger nonfleet risks for which personal injury protection is afforded in accordance with 2.a above, the company, upon request of the applicant or insured, shall afford added reparations benefits in units of \$10,000 up to limits of \$30,000 subject to a total maximum of \$40,000 for basic and additional personal injury protection, if such risk has purchased bodily injury limits in accordance with A.1.b.(3) above.

KENTUCKY AUTOMOBILE INSURANCE PLAN
PERSONAL AUTOMOBILE PART

B. Standard Policy Coverage

1. Personal Auto Policy

a. The following risks shall be provided uniform coverage, equivalent to the coverage of the Edition of the Insurance Services Office, Inc. (ISO) Personal Auto Policy and the ISO and Automobile Insurance Plan endorsements which have been approved by the Kentucky Office of Insurance for use with Automobile Insurance Plan business.

- (1) Private passenger automobiles, as defined in the Automobile Insurance Plan Manual of Rules and Rates, which have four wheels and 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 individuals
- (2) Motorcycles or similar type motor vehicles, or motor homes used for private passenger purposes which are owned or hired under a long-term contract by an individual or a married couple who are residents in the same household, and written on a specified car basis
- (3) Named nonowner risks

- b. For private passenger automobiles owned or hired under a long-term contract by relatives other than a married couple or resident individuals and for motorcycles or similar type motor vehicles or motor homes, referred to above, coverage shall be amended by an approved Automobile Insurance Plan Miscellaneous Type Vehicle Endorsement.
- c. For named nonowner risks, referred to above, coverage shall be amended by an approved Automobile Insurance Plan Named Nonowner Coverage Endorsement.
- d. Personal injury protection coverage shall be afforded by approved Kentucky No-Fault endorsements.

2. Filing of Policy and Endorsement Forms

Any required filing of policy or endorsement forms shall be made on behalf of all companies subscribing to this Plan by AIPSO. For the purposes of such filings, each company subscribing to this Plan is a subscriber to AIPSO.

**Sec. 6. PREMIUM DEPOSIT
REQUIREMENTS AND PAYMENT
OPTIONS**

The application for insurance under the Plan must be submitted to the Plan on a prescribed form accompanied by the full gross annual premium or a per car deposit on a gross basis as indicated below. If the premium is financed with a premium finance company, a copy of the Premium Finance Agreement must be submitted with the application.

A. Advance Premium Payment Option

Balance of premium must be paid within 30 calendar days or within such further reasonable period agreeable to the company, giving full credit for the deposit submitted with the application.

1. Private passenger applicants (including motorcycles)—the full annual premium as determined from the Plan Manual of Rules and Rates.
2. All other applicants—a per vehicle deposit of 40% of the full annual premium or \$300, whichever is greater. Any remaining balance is to be paid within 30 days of the date of the premium notice.

B. Installment Premium Payment Option

The insured may elect to pay his premium as follows if the total annual premium is at least \$100.

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 premium payment option is elected, the company may bill the insured immediately for the unpaid balance of the annual premium.

1. Deposit
40% of the total annual premium or a per vehicle deposit of \$300, whichever is greater, plus a \$4 installment charge to accompany the application as a deposit. Should the total annual premium be less than the per vehicle deposit, 40% of the total annual premium plus a \$4 installment charge shall accompany the application.
2. Installments
30% of the total annual premium plus a \$4 installment charge no later than three months after the effective date of the policy.
3. The balance of the annual premium plus a \$4 installment charge no later than six months after the effective date of the policy.
4. The first installment bill shall reflect the current annual premium minus the deposit to arrive at an outstanding balance. The service charge should be displayed and added to the installment to arrive at the minimum amount payable. The due date for the first installment will be three months after the inception of the policy. An installment bill is to be released to the applicant, with copy to the producer, for each installment until the outstanding balance is eliminated. Each installment bill should display the status of the account.

At any point during the installment billing period should the policyholder elect to pay the outstanding balance, the service charge for the current bill would apply.

5. Additional Premium—Changes
Additional premium resulting from changes to the policy may be spread over the remaining installments, if any, or may be billed immediately as a separate transaction. Full compensation on the additional premium is payable by the company after the endorsement is issued.

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6. Return Premium—Changes

Return premium resulting from changes to the policy may be used to reduce the outstanding balance. If the outstanding balance is eliminated, any amount remaining from the return premium will be returned immediately. If an outstanding balance remains, the number and amounts of the remaining installments will be adjusted accordingly. If the return amount is less than \$20, it may be treated as a separate transaction.

C. **Deposit, Installment, or Additional Premium Payments Applicable to Either A, B, or C**

All deposit, installments, and additional premium payments shall be submitted gross. Compensation will be paid in accordance with Section 13.

The deposit shall be by producer's check, applicant's check, certified check, bank check, or money order payable to the Kentucky Automobile Insurance Plan. If the risk is ineligible for assignment, the deposit shall be returned.

Additional premium payments shall be by producer's check, applicant's check, certified check, bank check, or money order payable to the assigned company.

If the deposit premium is 20% or more inadequate, the company may bill for the deficiency immediately. If there are additional premium charges during the policy period, the company may collect the additional premium as a separate amount or may add it to the remaining amount due and adjust the remaining installments accordingly. Refunds may be handled in the same manner as additional charges, i.e., credit applied to the remaining balance due or refunded immediately if the outstanding balance is eliminated.

D. **Dishonored Producer Checks**

Producers who have submitted dishonored checks issued by the agency or by an agent individually, on one or more occasions during a one-year period to the Plan or a company, must submit future payments by certified check, bank check, or money order. This shall not negate any rights of the Plan to pursue action against a producer.

E. **Premium Owed for Prior Insurance**

Upon receipt of the deposit accompanying an application for insurance, the company assigned by the Plan may deduct from such deposit any unpaid balance of earned premium owed to the assigned company by the applicant and apply such amount deducted to the unpaid balance of the deposit or installment required. If the resulting balance is not paid within the time permitted by Plan rules, the assigned company shall be entitled to cancel such insurance pursuant to Section 12.B of this Plan.

F. **Minimum Billing**

Any amount due which is less than \$5 will not be billed.

Sec. 7. APPLICATION FOR ASSIGNMENT, DESIGNATION OF COMPANY, EVIDENCE OF INSURANCE, AND EFFECTIVE DATE OF COVERAGE

A. **Original Application**

1. Upon receipt of an original prescribed properly completed EASi application and the deposit specified in Section 6, and if the application form shows that the applicant is eligible for coverage, the Plan shall designate a company to which the applicant shall be assigned and shall so advise the producer of record and shall state in such notice the date when the coverage shall become effective.

In no event shall coverage be effective unless

- a. the application includes the signatures of the applicant and the producer;
- b. the required deposit premium is submitted with the application.

2. **Electronic Application Submission Interface (EASi)**

The producer of record must use EASi to transmit the application electronically to the Plan Office.

Coverage will be effective only when the electronic submission is transmitted under the procedures established and authorized by the Plan.

Prior to accessing EASi, each producer must be registered with the Plan in accordance with the procedure outlined in Section 51.

The completed EASi application must be printed, signed and submitted to the Plan in accordance with the following procedures:

- a. **Immediate Coverage**

If the application requires that the coverage applied for become effective at the time of application, the producer shall indicate the date and time when the coverage is required. The coverages and limits applied for shall become effective at the time the application is completed and executed, provided all of the following requirements are met:

- (1) The producer of record and the applicant shall certify on the application prescribed by the Plan, the date (day, month, and year) and time (hour, A.M. or P.M.) that the application information was completed.
- (2) The application generated by EASi and deposit premium must be mailed to the Plan no later than one working day following the date of transmittal of the application, as evidenced by the postmark on the mailed envelope, or must be hand delivered to the Plan Office (including delivery by means of overnight mail, courier, or other delivery services) no later than one working day following the date of transmittal of the application. If the original application produced by EASi and deposit premium are not mailed or delivered to the Plan Office in accordance with this section, coverage shall be effective at 12:01 A.M. on the day following receipt of the application and the

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- deposit premium by the Plan Office. The Plan will consider this a producer violation of performance standards.
- b. Future Effective Date of Coverage
- In the event a future effective date of coverage has been requested by the producer of record, coverage shall become effective as of 12:01 A.M. on the future date, provided all of the following requirements are met:
- (1) The requested effective date of coverage does not exceed 30 days from the date of transmittal of the application.
 - (2) The producer of record and the applicant shall certify on the application prescribed by the Plan the date (day, month, and year) and time (hour, A.M. or P.M.) of the future date of coverage.
 - (3) The application generated by EASi and deposit premium must be mailed to the Plan no later than one working day following the date the application is transmitted, as evidenced by the postmark on the mailed envelope, or must be hand delivered to the Plan Office (including delivery by means of overnight mail, courier, or other delivery services) no later than one working day following the date of transmittal of the application. If the application produced by EASi and deposit premium are not mailed or delivered to the Plan Office in accordance with this section, coverage shall be effective at 12:01 A.M. on the day following receipt of the application and the deposit premium by the Plan Office or the future effective date of coverage, whichever is later. The Plan will consider this a producer violation of performance standards.
- c. For the purpose of Section 7, the postmark to be recognized by the Plan shall be the postmark of the United States Postal Service. A metered mail postmark, electronic stamp, or other postage service or stamp shall not be considered a postmark of the United States Postal Service for the purpose of effecting coverage.
- d. The producer of record completing and signing the application may not transmit the application using EASi until the deposit premium has been received by the producer and the application for coverage has been completed.
- e. Appropriate records for all risks submitted using EASi must be maintained. The producer agrees to permit the inspection or photocopying of such office records by the Plan or by a company representative.
- f. Private Passenger Application Retraction Procedure
- (1) When to Retract an EASi Application
- Following issuance of an EASi reference number and prior to mailing or delivery of a completed, signed application to the Plan, the producer of record may retract an EASi private passenger application for the reasons stated in Section 7.A.2.f.(2).
- (2) Reasons for Retraction of an EASi Application
- An EASi private passenger application may be retracted for any of the following reasons:
- (a) The applicant has notified the producer of record that coverage through the Plan is no longer required.
 - (b) The producer of record has made an error in the information provided.
 - (c) The producer of record has, in error, requested more than one reference number for the same application.
- (3) Electronic Retraction Process
- ★The producer of record shall access EASi and use the on-line electronic process to retract an EASi application. The retraction must be transmitted to the Plan no later than one working day after the date the application is submitted using EASi. The producer is not required to submit a copy of the retracted paper application to the Plan. If the retraction is not electronically transmitted within 15 calendar days after the date of issuance of the EASi reference number, the producer to whom the EASi reference number is assigned will be considered in violation of performance standards.❖
- (4) Alternate Procedure for Submission of an EASi Retraction Request Form
- If, for any reason, EASi is not available, a producer may request retraction of an EASi reference number by completing and submitting a paper EASi Retraction Request Form in accordance with the following procedure:
- ★The producer of record shall complete a paper Electronic Application Submission Interface Retraction Request Form and forward it to the Plan no later than two working days after the date the application is submitted using EASi.
- If the reason for retraction is (1) the applicant's coverage has been placed in the voluntary market or (2) the applicant has elected not to pursue assignment for coverage through the Plan, the producer may mail, deliver, or electronically transmit the EASi Retraction Request form to the Plan. The producer is not required to submit a copy of the retracted paper EASi application to the Plan.
- When retraction is requested because the producer has made an error in the application information and a corrected application has been electronically transmitted using EASi, the producer must mail or deliver the corrected EASi application, deposit check, and any supporting documentation accompanied by a copy of the completed EASi Retraction Request Form to the Plan.

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If the Plan does not receive the paper Electronic Application Submission Interface Retraction Request Form within 15 calendar days after the date of issuance of the EASi reference number, the producer to whom the reference number is assigned will be considered in violation of performance standards.

(5) Plan Retraction of EASi Application

If the producer fails to retract the EASi application in accordance with Section 7.A.2.f.(3) or (4), the Plan shall retract the application 20 calendar days following the date of transmittal of the EASi application. The Plan shall notify the applicant and producer that the application has been retracted. The application shall be considered null and void and no coverage is in effect.❖

- g. If EASi is not available, the producer of record must submit an original application form in accordance with the Alternate Application Submission Procedure in Appendix, Section 52. The effective date of coverage will be determined in accordance with Appendix, Section 52.
 - h. The Plan shall maintain a record of producer violations of EASi. Violation of procedures of EASi outlined in this subsection may result in referral to the Governing Committee for limitation, suspension, or termination of access to EASi.
 - i. Access to EASi shall not be construed as constituting the producer as an agent of the Plan or any company to which an applicant is assigned. In all transactions between the applicant and the Plan, the producer shall be deemed to be the agent of the applicant and not the agent of the Plan.
- 3. Plan Submission to Designated Company**
- The Plan shall forward to the designated company the application form, the notice of the effective date of coverage, and the deposit, same to be credited by the company against the policy premium.
- 4. Filings of Policies and Certificates**
- The insurer to which the risk is assigned shall make such filings of policies and certificates for the applicant, or for the spouse if eligible under the Plan, as may be required by law.
- 5. Applicant Refusal to Accept Policy**
- If for any reason the applicant refuses to accept the policy, the designated company shall retain whichever of the following is greater, and return the balance to the applicant:
- a. the earned premium for the period of coverage and .10 of the pro rata unearned policy premium, or
 - b. the minimum policy premium as contained in the Automobile Insurance Plan Manual of Rules and Rates.

B. Additional Vehicles or Coverages

- 1. In the event additional coverages as described in Section 5 of this Plan are desired during the policy period or coverage for an additional or replacement vehicle is desired, a completed approved Policy Change Request form shall be submitted to the assigned company no later than the first working day after completion.
- 2. Premium requirements for additional vehicles or coverages include the following:
 - a. The Policy Change Request form shall be accompanied by a check or money order payable to the assigned company for an amount equal to 30% of the annual premium or the pro rata premium for the remainder of the policy period, whichever is less.
 - b. The balance of the additional premium shall be payable in accordance with the provisions of Section 6.
 - c. All such premium payments for additional vehicles or coverages shall be submitted on a gross basis.
- 3. Except as otherwise provided in the policy contract, coverage will be effective at the date and hour specified in the Policy Change Request form provided
 - a. the producer of record mails or delivers the completed Policy Change Request form to the company in accordance with Section 7.B.1;
 - b. the United States Postal Service postmark date on the transmittal envelope complies with the mailing requirements shown in Section 7.B.1.
- 4. If the provisions of Sections 7.B.3.a and b above are not met, the effective date of coverage shall be determined as follows:
 - a. The coverage shall be made effective at 12:01 A.M. on the day following the date the Policy Change Request form is mailed to the company as shown by the postmark if the transmittal envelope bears a legible postmark affixed by the United States Postal Service.
 - b. If the transmittal envelope does not bear a legible postmark affixed by the United States Postal Service, or if the envelope is stamped by a metered mail postmark, electronic stamp, or other postage service or stamp, coverage shall be made effective at 12:01 A.M. on the day the Policy Change Request form is received by the company.
 - c. If the Policy Change Request form is delivered to the company by means other than the United States Postal Service (including delivery by means of overnight mail, courier, or other delivery service), coverage shall be made effective at 12:01 A.M. on the day following receipt by the company.

In no event shall any change in coverage be effective prior to the date and hour of completion of the Policy Change Request form except as provided for by the provisions of the policy contract.

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5. If such coverages are not available with the assigned company, a new application for such coverages shall be submitted to the Plan and shall become effective in accordance with Section 7.A.
6. The producer of record shall maintain appropriate records of all risks for which he has designated the date and hour of coverage and agrees that he will permit inspection or photocopying of such office records by the Plan or by a company representative. This inspection or photocopying will be limited to situations where the date and hour of coverage is in question due to the occurrence of an accident or claim arising under the Policy Change Request form completed in accordance with this Section.

C. Reduction or Elimination of Coverage

In the event a reduction or elimination of coverage is desired during the policy period, a completed approved Policy Change Request form must be signed by the applicant or insured and submitted to the company.

D. Incomplete Applications

Applications shall be accepted by the Plan and assignments shall be processed by the assigned company, if the requirements shown in Sections 6 and 7 are reasonably complied with, and it shall be the responsibility of the Plan and the assigned company to communicate clearly to the applicant and to the producer of record in what respect an application requires correction.

1. Applications Returned by the Plan

For EASi applications and plain paper applications subject to the Alternate Application Submission Procedure in Section 52, the Plan shall give at least 15 calendar days to the applicant and producer to remedy any defects in the application. Written notice of the return of the application shall be provided to the producer and applicant. If the corrected application and deposit premium are returned to the Plan within 15 calendar days from the date on the Plan's initial return letter, the application and deposit premium will be processed and coverage will be effective as if the original application were complete, provided the applicant is otherwise eligible. If the application requires further correction, the Plan shall return the application to the producer to remedy any deficiencies.

If the completed application and deposit are not received by the Plan within 20 calendar days from the date of return of the application, the Plan shall notify the producer and applicant in writing that the completed application and deposit have not been received. The application shall be considered null and void and no coverage is in effect. The Plan shall retract an EASi application. The producer shall receive a complaint.

2. Applications Received by the Assigned Company

The assigned company shall give at least 15 calendar days to the applicant and to the producer of record for remedying any defects in the application, and no part of the deposit premium shall be returned to the applicant or to the producer of record except upon proper cancellation in accordance with the provisions of Section 12 of this Plan, as applicable.

E. Applications Returned to Plan

An assignment to any company contrary to the provisions of Appendix Section 40 shall be returned promptly to the Plan for reassignment.

Sec. 8. RESERVED FOR FUTURE USE

Sec. 9. ASSIGNMENT PERIOD

An applicant shall be assigned to a designated company for a period of three consecutive years.

If an insured is unable to obtain insurance at the end of the three-year period, reapplication for insurance may be made to the Plan. Such reapplication shall be considered as a new application.

In the case of nonresident military personnel, as described under Section 2 of the Plan, the designated company shall not be required to renew if, at the time of renewal, the insured is stationed in another state and his automobile is not registered in Kentucky.

The three-year assignment period shall not apply to policies written prior to the implementation of Section 40.B. Limited Assignment Distribution Procedure by a subscriber which has elected to be an excused company in accordance with the provisions of Section 40.B.

Secs. 10–11. RESERVED FOR FUTURE USE

Sec. 12. CANCELLATIONS

A. Cancellation at Request of Insured

If for any reason the insured requests a cancellation, other than placement of coverage through the voluntary market, the company shall retain the earned premium for the period of coverage and .10 of the pro rata unearned policy premium, or the minimum policy premium as contained in the Automobile Insurance Plan Manual of Rules and Rates, whichever is greater, and return the balance to the insured.

In the event the insured requests cancellation of a policy because coverage has been replaced in the voluntary market with an admitted carrier, and the assigned company receives proof documenting same, the cancellation shall be on a pro rata basis, or the minimum policy premium as contained in the Automobile Insurance Plan Manual of Rules and Rates, whichever is greater.

B. Cancellation by Company

1. A company which has issued a policy or binder under this Plan shall have the right to cancel the insurance by giving notice as required in the 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 comply with reasonable safety requirements, or
 - c. has violated any of the terms or conditions upon the basis of which the insurance was issued, or

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- d. has obtained the insurance through fraud or misrepresentations, or
 - e. has failed to pay any premiums due under the policy, or
 - f. has failed to remedy defects in the application as outlined in Section 7.D, or
 - g. cannot be located by the company for purposes of its underwriting review, or fails to respond to at least two written requests for pertinent underwriting information which would have a direct bearing on the rating of a policy.
2. Each such cancellation shall be on a pro rata basis, subject to the minimum policy premium prescribed in the Automobile Insurance Plan Manual of Rules and Rates, whichever is greater, and a copy of each such cancellation notice shall be furnished to the producer of record. A statement of facts in support of each such cancellation shall be furnished to the producer of record and to the insured 10 days prior to the effective date of cancellation.

Cancellation shall be effective on the date specified and coverage shall cease on such date.

At the option of the company, the nonpayment cancellation date may be the equity date computed on the pro rata basis. (Equity date is the date at which all collected premium is earned as computed on the pro rata basis.)

No coverage will be effective if the insured's premium remittance which accompanies the application is justifiably dishonored by the financial institution.

If the company issues a cancellation notice for nonpayment of premium to a private passenger nonfleet insured and the insured's remittance received by the company subsequent to the issuance of such cancellation notice is justifiably dishonored by the financial institution, the Plan policy will terminate on the date and time shown on the cancellation notice issued for nonpayment of premium.

Nothing herein shall be deemed to affect the company's right to rescind a policy for fraud, misrepresentation, or if the insured's premium remittance which accompanies the application is justifiably dishonored by the financial institution, or to invoke other remedies provided by law.

C. Cancellation at the Request of the Producer

A company shall, at the request of a producer, cancel a policy in conformity with law where producer presents proof that a check, tendered by the insured to be used for the payment of premium and which has been deposited in the producer's premium account, has been refused payment by the bank upon which it has been drawn. Such cancellation shall be on a pro rata basis, and the unearned portion of the paid premium, if any, shall be returned to the producer to the extent of the amount of the dishonored check.

D. Minimum Refund

Any unearned premium amounts under \$5 will be refunded only upon the insured's request.

Sec. 13. COMPENSATION TO PRODUCER OF RECORD

- A. Unless other arrangements have been made with the Executive Director of the Office of Insurance, the compensation under the Plan shall be as follows:
 - 10% of the policy premium for compensation to a licensed producer designated by the insured
- B. Compensation may be paid by the company either (1) on the full annual premium, or (2) on the basis of the premium received by the company.
- C. A producer accounting system may be utilized by a company in its payment of producer compensation.
- D. Compensation will not be paid on installment charges.
- E. On any risk rated and domiciled outside of this state, the licensed producer may be paid only that portion of the producer's compensation specified above which is permissible under the laws of the state in which the risk is rated and domiciled.
- F. Producer compensation under Section 6.B. Installment Premium Payment Option may be paid as installment payment is received by the company.
- G. In the event of cancellation or a policy change resulting in a reduction of premium, compensation will be payable on the earned premium received by the company.
- H. Final compensation adjustment will be in accordance with this Section.
- I. Should the producer fail to provide his or her tax identification number, the company may defer the payment of compensation until the proper identification is provided.

Sec. 14. PERFORMANCE STANDARDS FOR COMPANIES WRITING KENTUCKY AUTOMOBILE INSURANCE PLAN PRIVATE PASSENGER NONFLEET RISKS

The performance standards listed below set forth the specific time during which companies must perform in accordance with the rules of this Plan.

A. Issuance of Original Policy

Upon receipt of the Notice of Designation and the premium or deposit from the Plan, the designated company shall

- 1. within two working days following the effective date of coverage or receipt of the Notice of Designation, whichever occurs last, make filings of policies and certificates, as may be required, provided all information necessary is contained in the application form and such application is accompanied by the deposit prescribed in Section 6. Such filings will indicate the effective date specified by the Plan in the Notice of Designation,
- 2. within 30 calendar days issue a policy if all information necessary for the company to fix the proper rate is contained in the application form, such policy to become effective in accordance with the provisions of Section 7, or

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3. within 30 calendar days issue a binder if all information necessary for the company to fix the proper rate is not contained in the application form or if the Plan Manual does not contain rates applicable to an assigned applicant. In the event the Plan Manual does not contain applicable rates, the company must request that AIPSO make the necessary rate filing with the Executive Director of the Office of Insurance. Upon receipt of information necessary for the company to fix the proper rate or notification of approval of the rate filing, the designated company shall issue a policy to become effective in accordance with the provisions of Section 7.

Unless the company finds the applicant ineligible for insurance under the rules of the Plan, the company will notify the insured and the producer of record of the collection procedure to be followed. The company will be guided by the following:

- Advance Premium Payment Option
See Section 6.
- Installment Premium Payment Option
See Section 6.

The day the Notice of Designation and premium or deposit are received from the Plan shall be deemed the first working day, whatever may be the time of such receipt. No Saturday, Sunday, or legal holiday in the place of receipt shall be deemed a working day.

The producer of record shall be notified as to the disposition of the assignment in accordance with Section 14.A.

B. Renewal Policies or Certificates

At least 30 calendar days prior to the inception date of renewals, the designated company shall notify the applicant that

1. a renewal will be issued provided the premium stipulated by such company is received at the company's address identified by the premium bill before the expiration date of the current policy, or
2. if the renewal is to be written on the installment premium payment option, such renewal will be written provided the deposit premium (40% of the total annual premium subject to a minimum of \$25) stipulated by the company is received at the company's address identified on the premium bill before the expiration date of the current policy, or
3. a renewal will not be issued for the reason that the applicant is not entitled to insurance under the Plan.

With respect to renewal of policies written by subscribers excused for Automobile Insurance Plan policies in accordance with Section 40.B. Limited Assignment Distribution Procedure, at least 45 days prior to the expiration date of such policies, the subscriber shall notify the insured and the producer that if coverage cannot be obtained in the voluntary market, a new application and appropriate premium payment must be submitted to the Plan.

Renewal premium quotations will be made as stipulated in the present Plan rules. A copy of such notice shall be filed with the producer of record. In the event the company will not issue a renewal, the reason supporting such action together with a copy of said notice shall be filed

with the Executive Director of the Office of Insurance of the state and the Plan.

Renewal policies or certificates will be issued and mailed within 30 days of the company's receipt of the renewal premium specified under Section 14.B.2 above.

C. End of Assignment Period

At least 45 calendar days prior to the expiration date of the final renewal of the assignment period, the company shall notify the applicant that the period of assignment under the Plan will terminate on said expiration date. A copy of such notice shall be sent to the producer of record.

D. Endorsements

Any endorsement requested of the company shall be issued and mailed within 30 days.

E. Return Premiums

Within 30 days of the receipt of a request for either cancellation or an endorsement resulting in a return premium, the company must mail the return premium check.

F. Collection of Premium

Companies are to follow present Plan rules—see Section 6 of this Plan.

G. Compensation

Compensation shall be paid no less frequently than monthly and shall be paid within 15 days after the close of the month in which the commission was credited to the producer's account. The company must issue a statement and, if applicable, the proper compensation check unless the producer fails to provide his or her proper tax identification number. Compensation may be paid by the company either (a) on the full annual premium, or (b) on the basis of the premium received by the company. A producer accounting system may be utilized by a company in its payment of producer compensation. Compensation will not be paid on installment charges. Final compensation adjustment will be in accordance with Section 13.

H. Claim Handling

1. Companies shall provide policyholders and producers with information on how and where to report claims.
2. Each company is responsible for handling all claims properly and promptly in accordance with the terms of the contracts of insurance subject to the limits of coverage provided. Claim adjustment practices and procedures of each company shall correspond with those followed for voluntary business. Where unfair claim practices, regulations, or legislation exist, companies must comply with such regulations or legislation.

I. Surcharges

At the time of the initial application of a surcharge based on a driving record obtained from a state motor vehicle record, the company will furnish to the insured a listing of the accidents/convictions which determined the surcharge.

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Sec. 15. PERFORMANCE STANDARDS FOR PRODUCERS WRITING KENTUCKY AUTOMOBILE INSURANCE PLAN PRIVATE PASSENGER NONFLEET RISKS

A. Original Applications

1. Applications shall be fully completed and must include
 - a. necessary information to rate and write the policy, prepare a bill, and make any required financial responsibility filings;
 - b. name, address, and tax identification number of the producer;
 - c. signatures of the applicant and the producer;
 - d. the producer of record and applicant shall certify on the application the date (day, month, and year) and time (hour, A.M. or P.M.) that the application was completed.
2. Deposit premiums shall be submitted with the application in accordance with Section 6.
3. If violations pertaining to the use of EASi have occurred, the Governing Committee may limit, suspend or terminate producer access to EASi.

If the Plan determines that immediate action is required to protect the public interest prior to a hearing before the Governing Committee in accordance with usual Plan procedures, the Plan may immediately suspend a producer's privilege to use EASi. The Plan shall notify the producer, in writing, of the suspension and provide the written statement of the alleged violations against the producer which clearly evidence that delay until a Governing Committee hearing can be held will pose harm to the public interest. A hearing on the merits before the Governing Committee will take place within 10 days of the notice of suspension. Within 7 days of the hearing, the Plan shall notify the producer, in writing, of the Governing Committee's decision. Any final decision of the Governing Committee under this Section shall

be subject to the right of appeal of the Executive Director of the Office of Insurance of the state.

B. Return Compensation

Return compensation shall be paid within 45 days from the date of notice to the producer.

C. Cancellation of Plan Policy

No producer shall cancel and rewrite a Plan policy for the purpose of avoiding a rate increase, a rate decrease, or additional charges.

D. Policy Change Request

Producers must use the prescribed Policy Change Request form or the one provided by the company when making a policy change request.

E. Claims

When an insured reports an accident or claim to the producer, the producer shall report it to the company within one working day in accordance with the instructions of the company.

F. Payments

1. Additional premium payments shall be submitted gross in accordance with Section 6.B.5.
2. Producers shall immediately remit all payments received from insureds by the due date.
3. Dishonored producer checks shall be reported to the Plan.

G. License

Producers must be properly licensed and conform to the requirements of the Plan.

H. Fraud or Misrepresentation

No producer shall engage either in fraud or misrepresentation with regard to the contents of an application, the necessary information to rate and write a policy, a claim, or any other information material to underwriting a risk.

Sec. 16. RESERVED FOR FUTURE USE

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NOTES

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Sec. 17. PURPOSES OF PLAN

The purposes of the Plan are

- A. ★to make automobile bodily injury and property damage liability insurance, including auto dealer liability insurance, and no-fault coverage, as required by Kentucky law, available subject to the conditions hereinafter stated, and❖
- B. to make medical payments insurance available, subject to the conditions hereinafter stated, to four wheel vehicles classified and rated as private passenger automobiles, and
- C. to establish a procedure for the sharing of premiums, losses, and expenses generated by the Commercial Automobile Insurance Procedure (CAIP) among all subscriber companies writing Voluntary Other than Private Passenger (OTPP) policies in the state of Kentucky, and
- D. to preserve to the public the benefits of price competition by encouraging maximum use of the normal private insurance system.

Sec. 18. ELIGIBILITY

A. Applicant Eligible for Plan

To be eligible for bodily injury, property damage, medical payments, uninsured and underinsured motorists, and personal injury protection coverage, the applicant must meet the following criteria:

- 1. As a prerequisite to consideration for assignment under the Plan, an applicant must certify, in the prescribed application form, that she/he has attempted, within 60 days prior to the date of application, to obtain automobile insurance in the state and that she/he has been unable to obtain such insurance.
- 2. An applicant so certifying shall be considered for assignment upon making application in good faith to the Plan. An applicant 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 the prescribed application form, or does not come within any of the prohibitions or exclusions shown in Section 18.C.
- 3. Except as provided in Section 18.E, the Plan shall be available to residents and nonresidents of the state only with respect to automobiles that are registered or will be registered in the state within 15 days, except that nonresidents who are members of the United States military forces shall be eligible with respect to automobiles registered in other states provided such military nonresidents are stationed in this state at the time application is made and are otherwise eligible for insurance under the Plan.
- 4. In the event the operator's license of the applicant, any operator resident in the same household, or an individual who customarily operates the motor vehicle(s) has been suspended or revoked, including operator licenses requiring SR-22 filings, the applicant is entitled to automobile insurance coverage through the Plan for the operation of properly registered vehicle(s) provided
 - a. another duly licensed operator is shown on the application, or

- b. the application is returned with an additional duly licensed operator, or
- c. current valid operator's license information is submitted, or
- d. a notice of restoration of license is received from the state of Kentucky, or
- e. an SR-22 filing is requested at the time of application.

B. Risks Eligible for Assignment

- 1. All applicants shall be assigned to a servicing carrier and pooled in CAIP **EXCEPT** for the following types of risks:
 - a. Private passenger nonfleet
 - b. Miscellaneous nonfleet personal vehicles including the following types that are registered:
 - (1) Motor homes, auto homes (self-propelled)
 - (2) Campers and travel trailers
 - (3) Dune buggies
 - (4) All-terrain vehicles
 - (5) Antique autos
 - (6) Amphibious autos
 - (7) Snowmobiles
 - (8) Golf carts
 - (9) Motorcycles, motorscooters, motorbikes, trail bikes, and mopeds
 - c. Named nonowner applicants

For the purpose of this Plan, the following definitions shall apply:

"Nonfleet" is defined as four or less motor vehicles of any type.

"Fleet" is defined as five or more motor vehicles of any type.

- 2. The foregoing exception shall not apply to those vehicles of any applicant subject to the Federal Motor Carrier Act of 1980 or any law or regulation requiring higher limits than those otherwise available under the Plan, and further, the exception shall not apply to any vehicle that is part of a risk which includes a vehicle required to be pooled.
- 3. When one or more vehicles owned or hired by a single entity are to be provided coverage under this Part, and the vehicle(s) require a filing or a limit of liability as mandated by federal law, state law, or an ordinance or regulation of a political subdivision, all vehicles owned or hired by such entity shall be written under this Part.

C. Applicant Not Eligible for Plan

An applicant shall not be entitled to automobile insurance nor shall any servicing carrier be required to afford or continue insurance under the following circumstances:

- 1. if any person who usually drives the motor vehicle does not hold or is not eligible to obtain an operator's license or fails to obtain such license as required by law;

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2. if any person who usually drives the automobile is a new resident to the state and fails to obtain a Kentucky operator's license as required by law;
3. if the applicant or anyone who usually drives the motor vehicle fails to meet all obligations to pay any insurance company any automobile insurance premiums due;
4. if the applicant is one of two or more entities, in each of which the same person or group of persons or corporations owns a majority interest, none of such entities shall be eligible for insurance under the Plan if any of such entities has failed to meet its premium obligations as outlined above. If an entity owns the majority interest in another entity which in turn owns the majority interest in another entity, all entities so related shall be considered as under the same majority ownership for purposes of this Part;
5. if the applicant has been cancelled within the past 12 months for failure to make his vehicle(s) available for safety inspection or failure to respond to written requests for pertinent safety inspection information under CASP.

D. Medical payments insurance shall be available to an applicant, but only in conjunction with the same policy written in accordance with this Plan affording bodily injury and property damage coverage for a four-wheel vehicle classified and rated as a private passenger automobile.

E. Applicant with Multistate Operations

1. For multistate operations, the state Plan in which the operating headquarters of the risk is located shall provide the insurance. For fast food delivery services, only risks with a store providing retail sales located in Kentucky paying Kentucky sales tax with delivery in Kentucky are eligible for coverage under this Section.

For the purpose of this Part, operating headquarters is defined as the chief or usual place of business. It is the head office, the place where the principal officers generally transact business and the place to which reports are made and from which orders emanate. It is also the place where the corporate functions are performed. It is where executive offices are located and corporate decisions are made.

The burden of proof with regard to the location of the operating headquarters, consistent with the definition as stated above, lies with the applicant and producer who seeks to be insured through a particular state Plan.

A vehicle 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.

2. Liability Insurance

The servicing carrier shall provide, upon the request of the applicant, limits of bodily injury and property damage liability insurance equal to the maximum limits of liability insurance afforded in any state Plan in which the applicant's vehicles are garaged.

3. Physical Damage Insurance

Physical damage insurance is available for vehicles garaged outside of the headquarters state. Such

coverage shall be provided by the servicing carrier upon request of the applicant for vehicles garaged outside of the headquarters state but only to the extent that physical damage coverage is afforded under the Plan of the state(s) in which such vehicles are principally garaged.

Sec. 19. REELIGIBILITY

Applicants eligible for assignment in accordance with Section 18 are subject to the following reeligibility provisions:

A. New Application

Any applicant denied insurance under Section 18 or cancelled under Section 28.B of the Plan may reapply to the Plan as soon as the cause of ineligibility is removed.

1. An applicant cancelled under Section 28.B.1.a for not being in good faith shall not be eligible to reapply for assignment until 12 months after the effective date of cancellation.
2. Applicants cancelled under Section 28.B.1.e of the Plan may reapply for assignment at any time providing no earned premium is owed the previous servicing carrier.
3. If an applicant cancelled under Section 28.B.1.e re-applies, provided such applicant is otherwise eligible, the application shall be accompanied by the deposit prescribed in Section 22.
4. Such application shall be considered a new application and the applicant shall be assigned to a servicing carrier in accordance with the provisions of Section 23.G. If such reapplication is made, a new application shall be forwarded directly to the Plan and reassigned to the servicing carrier previously affording coverage.
5. Risks cancelled for failing to respond to a request to schedule a preliminary premium audit or failing to comply with a request to conduct a preliminary premium audit must first submit to and permit the completion of a final premium audit of the cancelled policy causing the ineligibility. The servicing carrier that issued the policy that was subsequently cancelled will conduct the audit to remove the cause of ineligibility.
6. Applicants cancelled under Section 28.B.1.h for failure to make vehicle(s) available for a safety inspection or failure to respond to two written requests for pertinent safety information under CASP may reapply to the Plan at any time after passing a CASP safety inspection, the cost of which is to be borne by the applicant whether the applicant passes or fails the inspection.

If such reapplication is made, a new application shall be forwarded directly to the Plan and reassigned to the servicing carrier previously affording the coverage.

B. Renewals

An applicant who fails to pay the renewal premium quoted by the servicing carrier, in accordance with the provisions of Section 31.A.2 of this Plan, may reapply for assignment at any time. If an applicant reapplies, provided such applicant is otherwise eligible, the application shall be accompanied by the deposit prescribed in Section 22. Such application shall be considered a new

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application and the applicant shall be assigned to a servicing carrier in accordance with the provisions of Section 23.

have rejected the tort limitations and appropriate KENTUCKY NO-FAULT REJECTION FORM (KY NF-1) has been filed with the Kentucky Office of Insurance.

Sec. 20. RESERVED FOR FUTURE USE

Sec. 21. EXTENT OF COVERAGE

A. Coverages and Limits

1. Bodily Injury, Property Damage, Medical Payments, and Personal Injury Protection Coverages
 - a. Each servicing carrier shall be required to write a policy or binder for basic combined single limit of \$60,000.
 - b. An insured assigned under the Plan may, at his option, also purchase additional coverage to be written in the same policy as the liability coverages for the following:
 - (1) Limits in excess of the basic limits, as stated in Section 21.A.1, which are required of the applicant by a financial responsibility law enacted by the U.S. Congress or by the state legislature, or which are required by the express provisions of any regulation of a federal or state agency authorized by such a law to prescribe specific limits of financial responsibility;
 - (2) The Plan shall be obligated to write limits in excess of the basic limits, as set forth in Section 21.A.1, only when the said basic limits are written through the Plan;
 - (3) Liability limits adequate to comply with the provisions of the financial responsibility law of any state in which the motor vehicle will be operated, but applicable only while the motor vehicle is being operated in that state/province;
 - (4) In no event however, shall the Plan be required to write limits in excess of the basic limits as set forth in Section 21.A.1 that exceed \$5,000,000;
 - (5) Liability limits at the following optional limits:

\$125,000	\$325,000
\$150,000	\$350,000
 - (6) Uninsured and underinsured motorists coverage at the standard limits of liability specified in the applicable rules and rates; and
 - (7) With respect only to four-wheel private passenger vehicles, not for hire, the assigned insurer shall upon request of the applicant or insured provide medical payments coverage in the amount of \$1,000, if the named insured and all members of the family residing in his household not identified by name as an insured in any other contract of basic reparations insurance

2. Personal Injury Protection
 - a. Personal injury protection coverage shall be afforded on policies or binders providing bodily injury and property damage liability coverages for owned motor vehicles registered in the Commonwealth of Kentucky and subject to the provisions of Subtitle 39 of the Kentucky Revised Statutes, Chapter 304. Such coverage shall be for an aggregate limit of \$10,000 per insured injured person.
 - b. Optional Personal Injury Protection Coverage
 - (1) For personal injury protection afforded in accordance with 2.a above, the servicing carrier shall upon request of the applicant or insured provide aggregate deductibles per accident for the personal injury protection coverage of \$250, \$500, or \$1,000 applicable to the named insured and family members (except corporate or voluntary association insured).
 - (2) With respect to private passenger nonfleet risks for which personal injury protection is afforded in accordance with 2.a above, the servicing carrier, upon request of the applicant or insured, shall afford added reparations benefits in units of \$10,000 up to limits of \$30,000 subject to a total maximum of \$40,000 for basic and additional personal injury protection, if such risk has purchased bodily injury limits in accordance with A.1.b.(5) above.
 3. Hired Auto and Nonowned Auto Liability Coverages

When an ICC, PUC, or PSC filing, or any other similar state or federal regulated filing, or an MCS 90 endorsement is requested, the servicing carrier shall be required to include hired auto and nonowned auto liability coverages.
 4. Excess Coverage for Nonowned Automobiles on Commercial Policies

Excess liability coverage for nonowned automobiles is a supplementary coverage on commercial policies. This coverage should be written on the same policy that provides coverage for the applicant's/insured's owned or long-term leased automobiles. When such automobiles are insured in the voluntary market (i.e., other than through the Plan) excess coverage for nonowned automobiles is NOT available through the Plan. When there are no owned or long-term leased automobiles, excess coverage for nonowned automobiles is available through the Plan.
- B. Standard Policy Coverage**
1. Commercial Auto Coverage Part Program

Commercial risks shall be provided uniform coverage, equivalent to the coverage of the Edition of the ISO Commercial Auto Coverage Part Program and the ISO and Automobile Insurance Plan endorsements which have been approved by the Kentucky

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Office of Insurance for use with Automobile Insurance Plan business. Personal injury protection coverage shall be afforded by approved Kentucky No-Fault Endorsements.

Policies issued under the provisions of the Commercial Automobile Part shall indicate that they have been issued on behalf of the Kentucky Automobile Insurance Plan.

2. Filing of Policy and Endorsement Forms

Any required filing of policy or endorsement forms shall be made on behalf of all companies subscribing to this Plan by AIPSO. For the purposes of such filings, each company subscribing to this Plan is a subscriber to AIPSO.

**Sec. 22. PREMIUM DEPOSIT
REQUIREMENTS AND PAYMENT
OPTIONS**

The application for insurance under the Plan must be submitted to the Plan on a prescribed form in duplicate accompanied by the full gross annual premium or a per car deposit on a gross basis as indicated below. If the premium is financed by a premium finance company, a copy of the Premium Finance Agreement must be submitted with the application.

A. **Advance Premium Payment Option**—Balance of premium must be paid within 30 calendar days or within such further reasonable period agreeable to the servicing carrier, giving full credit for the deposit submitted with the application.

1. Private passenger applicants (including motorcycles)—the full annual premium as determined from the Plan Manual of Rules and Rates.
2. All other applicants—a per vehicle deposit of 40% of the full annual premium or \$300, whichever is greater. Any remaining balance is to be paid within 30 days of the date of the premium notice.

B. **Installment Premium Payment Option**—The insured may elect to pay his premium as follows:

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 premium payment option is elected, the servicing carrier may bill the insured immediately for the unpaid balance of the annual premium.

1. Deposit
40% of the total annual premium or a per vehicle deposit of \$300, whichever is greater, plus a \$4 installment charge to accompany the application as a deposit. Should the total annual premium be less than the per vehicle deposit, 40% of the total annual premium plus a \$4 installment charge shall accompany the application.
2. Installments
30% of the total annual premium plus a \$4 installment charge no later than three months after the effective date of the policy.

3. The balance of the annual premium plus a \$4 installment charge no later than six months after the effective date of the policy.
4. The first installment bill shall reflect the current annual premium minus the deposit to arrive at an outstanding balance. The service charge should be displayed and added to the installment to arrive at the minimum amount payable. The due date for the first installment will be three months after the inception of the policy. An installment bill is to be released to the applicant, with copy to the producer, for each installment until the outstanding balance is eliminated. Each installment bill should display the status of the account.

At any point during the installment billing period, should the policyholder elect to pay the outstanding balance, the service charge for the current bill would apply.

5. Additional Premium—Changes

Additional premium developed as a result of an inadequate deposit submitted with the application or policy change request, or shortage in premium resulting from a policy change request, preliminary premium audit, or other determination of a premium shortage, the total additional premium must be billed within 30 days from determination of the additional premium due, or the next premium installment billing date, whichever occurs first. The premium payment due date must not exceed 30 days from the premium billing date.

Note: The determination date is the processing or typing date of the policy or endorsement.

6. Return Premium—Changes

Return premium resulting from changes to the policy may be used to reduce the outstanding balance. If the outstanding balance is eliminated, any amount remaining from the return premium will be returned immediately. If an outstanding balance remains, the number and amounts of the remaining installments will be adjusted accordingly. If the return amount is less than \$20, it may be treated as a separate transaction.

C. **Deposit, Installment, or Additional Premium Payments Applicable to Either A or B Above**

All deposit, installment, and additional premium payments shall be submitted gross. Compensation will be paid in accordance with Section 30.

The deposit shall be in the form of a certified check, bank check, or money order payable to the Kentucky Automobile Insurance Plan. If the risk is ineligible for assignment, the deposit shall be returned.

Additional premium payments shall be in the form of a certified check, bank check, or money order payable to the servicing carrier.

Additional premium developed as a result of an inadequate deposit submitted with the application or policy change request, or shortage in premium resulting from a policy change request, preliminary premium audit, or other determination of a premium shortage, the total additional premium must be billed within 30 days from determination of the additional premium due, or the next premium installment billing date, whichever occurs first.

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The premium payment due date must not exceed 30 days from the premium billing date.

D. Dishonored Producer Checks

Producers who have submitted dishonored checks issued by the agency or by an agent individually, on one or more occasions during a one-year period to the Plan or a servicing carrier, must submit future payments by certified check, bank check, or money order. This shall not negate any rights of the Plan to pursue action against a producer.

E. Premium Owed for Prior Insurance

Upon receipt of the deposit accompanying an application for insurance, the servicing carrier assigned by the Plan may deduct from such deposit any unpaid balance of earned premium owed to the servicing carrier by the applicant and apply such amount deducted to the unpaid balance of the deposit or installment required. If the resulting balance is not paid within the time permitted by Plan rules, the servicing carrier shall be entitled to cancel such insurance pursuant to Section 28.B of this Plan.

Sec. 23. APPLICATION FOR ASSIGNMENT, DESIGNATION OF SERVICING CARRIER, EVIDENCE OF INSURANCE, AND EFFECTIVE DATE OF COVERAGE

A. Distribution of Applications

The Plan shall equitably distribute the applications to the servicing carrier for servicing of eligible all other risks.

B. Original Application

1. Upon receipt of the current and correct application for insurance properly completed and the deposit specified in Section 22, and if the application form shows that the applicant is eligible for coverage, the Plan shall designate a servicing carrier to which the applicant shall be assigned and shall so advise the producer of record and shall state in such notice when the coverage shall become effective, only if the application includes the following:

- a. Producer's name, complete address, telephone number
- b. Producer's IRS or social security number and license number
- c. Applicant's name, complete address, home and business telephone numbers
- d. Applicant's social security and tax identification numbers
- e. Headquarters of applicant's operation
- f. Legal status
- g. Description of applicant's business operation
- h. ICC docket or other filing number
- i. Complete operator information
- j. Complete vehicle description and VIN, including use

- k. Coverage section properly completed in accordance with limits, coverage, and deductibles provided by the Plan
- l. Latest carrier, policy number, termination date and reason, and if the coverage was through the Plan
- m. Effective date and time of coverage
- n. Applicant's and producer's signatures
- o. Answer to the following question as it appears on the application: "Are any other vehicles owned by the applicant?"

Any application information not listed as a minimum requirement, but subsequently requested by the CAIP servicing carrier, is specifically defined as pertinent underwriting information as applied in Section 28. Cancellations.

- 2. In no event shall coverage be effective
 - a. unless the application includes the minimum application requirements contained in subsection B.1;
 - b. unless the required deposit premium is submitted with the application.
- 3. Applications Not Requiring Filings or Limits in Excess of \$350,000 Combined Single Limit Coverage
 - a. Applications Submitted via the United States Postal Service

Coverage shall become effective on 12:01 A.M. on the day following the date of mailing the application to the Plan as shown by the postmark on the transmittal envelope. If the postmark is not legible, or if the transmittal envelope is stamped by meter and does not contain a postmark, the coverage will be effective at 12:01 A.M. on the day following receipt by the Plan Office.

Note: For purposes of Section 23, the postmark date which is to be recognized by the Plan shall be the postmark of the United States Postal Service. A metered mail postmark, electronic stamp, or other postage service or stamp shall not be considered a postmark of the United States Postal Service in accordance with this Section.

- b. Applications Hand Delivered to the Plan Office

If the application is hand delivered to the Plan Office (including delivery by means of overnight mail, courier, or other delivery service), the effective date of coverage under the Plan shall be at 12:01 A.M. on the day following receipt by the Plan Office.
- c. If the applicant does not desire coverage until a later date, not to exceed 30 days from the date of application, or in the event there is in force a policy terminating at a date later than the date which would be fixed pursuant to this Section, the applicant shall indicate such date in his application and the Plan shall fix the date when coverage becomes effective at 12:01 A.M. on the desired date of coverage.

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4. Applications Requiring Filings or Limits in Excess of \$350,000 Combined Single Limit Coverage

For those applicants requiring filings or a limit in excess of \$350,000 combined single limit coverage, on a date specified by the applicant which may not be earlier than 15 days following receipt of the completed application by the Plan accompanied by the prescribed deposit. If the Plan identifies the applicant as reapplying at the completion of a three-year assignment period and the applicant is the same named insured, requesting the same limit of liability and coverages afforded on the expiring CAIP policy, the applicant is exempt from this provision if the application and nonrenewal notice is received by the Plan prior to the expiration of the current CAIP policy.

For CAIP risks which were assigned under subsection 23.B.3 but following the assignment date request either limits in excess of \$350,000 combined single limit or filings (ICC, PUC, etc.), the requested endorsement may take effect no earlier than 15 calendar days following the receipt of the request for higher limits and/or filings.

5. Electronic Application Submission Interface (EASi)

The producer of record may use EASi to transmit the application electronically to the Plan Office under the procedures established and authorized by the Plan.

Prior to accessing EASi, each producer must be registered with the Plan in accordance with the procedure outlined in Section 51.

a. Effective Date of Coverage

(1) Applications Not Requiring Filings or Limits in Excess of \$350,000 Combined Single Limit Coverage

Coverage shall be effective in accordance with Section 23.B.3.

(2) Applications Requiring Filings or Limits in Excess of \$350,000 Combined Single Limit Coverage

Coverage shall be effective in accordance with Section 23.B.4.

For CAIP risks which were assigned under paragraph B.5.a.(1) but following the assignment date request either limits in excess of \$350,000 combined single limit or filings (ICC, PUC, etc.), the requested endorsement may take effect no earlier than 15 calendar days following the receipt of the request for higher limits and/or filings.

b. For the purpose of this subsection, the postmark to be recognized by the Plan shall be the postmark of the United States Postal Service. A metered mail postmark, electronic stamp, or other postage service or stamp shall not be considered a postmark of the United States Postal Service for the purpose of effecting coverage.

c. The producer of record completing and signing the application may not transmit the application using EASi until the deposit premium has been

received by the producer and the application for coverage has been completed.

d. Appropriate records for all risks submitted using EASi must be maintained. The producer agrees to permit the inspection or photocopying of such office records by the Plan or by a company representative.

e. Commercial Application Retraction Procedure

(1) ★When to Retract an EASi Application

Following assignment of an EASi reference number and prior to mailing or delivery of a completed, signed application to the Plan, the producer of record may retract an EASi commercial application for the reasons stated in Section 23.B.5.e.(2).

(2) Reasons for Retraction of an EASi Application

An EASi commercial application may be retracted for any of the following reasons:

(a) The applicant has notified the producer of record that coverage through the Plan is no longer required.

(b) The producer of record has made an error in the information provided.

(c) The producer of record has, in error, requested more than one reference number for the same application.

(3) Electronic Retraction Process

The producer of record shall access EASi and use the online electronic retraction process to retract an EASi application. The retraction must be transmitted to the Plan no later than one working day after the application is submitted using EASi. The producer is not required to submit a copy of the retracted paper application to the Plan. If the retraction is not electronically transmitted within 15 calendar days after the date of issuance of the EASi reference number, the producer to whom the EASi reference number is assigned will be considered in violation.

(4) Alternate Procedure for Submission of an EASi Retraction Request Form

If, for any reason, EASi is not available, a producer may request retraction of an EASi reference number by completing and submitting a paper EASi Retraction Request Form in accordance with the following procedure:

The producer of record shall complete a paper Electronic Application Submission Interface Retraction Request Form and forward it to the Plan no later than two working days after the date the application is submitted using EASi.

If the reason for retraction is (1) the applicant's coverage has been placed in the voluntary market or (2) the applicant has

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elected not to pursue assignment for coverage through the Plan, the producer may mail, deliver, or electronically transmit the EASi Retraction Request form to the Plan. The producer is not required to submit a copy of the retracted paper EASi application to the Plan.

When retraction is requested because the producer has made an error in the application information and a corrected application has been electronically transmitted using EASi, the producer must mail or deliver the corrected EASi application, deposit check, and any supporting documentation accompanied by a copy of the completed EASi Retraction Request Form to the Plan.

If the Plan does not receive the paper Electronic Application Submission Interface Retraction Request Form within 15 calendar days after the date of assignment of the EASi reference number, the producer to whom the reference number is assigned will be considered in violation of performance standards.

(5) Plan Retraction of EASi Application

If the producer fails to retract the EASi application in accordance with Sections 23.B.4.f.(3) or (4), the Plan shall retract the application 20 calendar days following the date of transmittal of the EASi application. The Plan shall notify the applicant and producer that the application has been retracted. The application shall be considered null and void and no coverage is in effect. ❖

- f. If EASi is not available due to the failure of transmission or receiving equipment as a result of a disaster or emergency, the producer of record must submit an original application form and the effective date shall be determined in accordance with Section 23.B.3.
- g. The Plan shall maintain a record of producer violations of EASi. Violation of procedures of EASi outlined in this subsection may result in referral to the Governing Committee for limitation, suspension, or termination of access to EASi.
- h. Access to EASi shall not be construed as constituting the producer as an agent of the Plan or any company to which an applicant is assigned. In all transactions between the applicant and the Plan, the producer shall be deemed to be the agent of the applicant and not the agent of the Plan.

6. Plan Submission to Designated Servicing Carrier

The Plan shall forward to the designated servicing carrier a copy of the application form, the notice of the effective date of coverage, and deposit with the deposit to be credited by the servicing carrier against the policy premium.

7. Filings of Policies and Certificates

The servicing carrier to which the risk is assigned shall make such filings of policies and certificates for

the applicant, or for the spouse if eligible under the Plan, as may be required by law.

8. Applicant Refusal to Accept Policy

If for any reason the applicant refuses to accept the policy, the servicing carrier shall retain whichever of the following is greater, and return the balance to the applicant:

- a. the earned premium for the period of coverage and .10 of the pro rata unearned policy premium, or
- b. the minimum policy premium as contained in the Automobile Insurance Plan Manual of Rules and Rates.

C. Additional Vehicles or Coverages

- 1. In the event additional coverages as described in Section 21 of this Plan are desired during the policy period or coverage for an additional or replacement vehicle is desired, a completed approved Policy Change Request form shall be submitted to the servicing carrier no later than the first working day after completion.
- 2. Premium requirements for additional vehicles or coverages include the following:
 - a. A Policy Change Request form submitted for a CAIP risk shall be accompanied by additional payment, if required, in the form of a certified check, bank check, or money order payable to the servicing carrier for an amount equal to 30% of the annual premium or pro rata premium for the remainder of the policy period, whichever is less.
 - b. The balance of the additional premium shall be payable in accordance with the provisions of Section 22.
 - c. All such premium payments for additional vehicles or coverages shall be submitted on a gross basis.
- 3. For CAIP risks requesting either limits in excess of \$350,000 or filings, (ICC, PUC, etc.) or as otherwise provided in the policy contract, coverage will be effective at the date and hour specified in the Policy Change Request form provided
 - a. the producer of record mails or delivers the completed Policy Change Request form to the servicing carrier in accordance with Section 23.C.1; and
 - b. the United States Postal Service postmark date on the transmittal envelope complies with the mailing requirement shown in Section 23.C.1.
- 4. If the provisions of Sections 23.C.3.a and b above are not met, the effective date of coverage shall be determined as follows:
 - a. The coverage shall be made effective at 12:01 A.M. on the day following the date the Policy Change Request form is mailed to the servicing carrier as shown by the postmark if the transmittal envelope bears a legible postmark affixed by the United States Postal Service.
 - b. If the transmittal envelope does not bear a legible postmark affixed by the United States

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Postal Service, or if the envelope is stamped by a metered mail postmark, electronic stamp, or other postage service or stamp, coverage shall be made effective at 12:01 A.M. on the day the Policy Change Request form is received by the servicing carrier.

- c. If the Policy Change Request form is delivered to the servicing carrier by means other than the United States Postal Service (including delivery by means of overnight mail, courier, or other delivery service), coverage shall be made effective at 12:01 A.M. on the day following receipt by the servicing carrier.

In no event shall any change in coverage be effective prior to the date and hour of completion of the Policy Change Request form except as provided for by the provisions of the policy contract.

5. For CAIP risks requesting either limits in excess of \$350,000 or filings (ICC, PUC, etc.), the requested endorsement may take effect no earlier than 15 calendar days following the receipt of the request.
6. The producer of record shall maintain appropriate records of all risks for which he has designated the date and hour of coverage and agrees that he will permit inspection or photocopying of such office records by the Plan or by a servicing carrier representative. This inspection or photocopying will be limited to situations where the date and hour of coverage is in question due to the occurrence of an accident or claim arising under the Policy Change Request form completed in accordance with this Section.

D. Reduction or Elimination of Coverage

In the event a reduction or elimination of coverage is desired during the policy period, a completed approved Policy Change Request form must be signed by the applicant or insured and submitted to the servicing carrier.

E. Incomplete Applications

Applications shall be accepted by the Plan and assignments shall be processed by the servicing carrier if the requirements shown in Sections 22 and 23 are reasonably complied with, and it shall be the responsibility of the Plan and the servicing carrier to communicate clearly to the applicant and producer of record in what respect an application requires correction.

1. Applications Returned by the Plan

For EASi commercial applications and paper commercial applications, the Plan shall give at least 15 calendar days to the applicant and producer to remedy any defects in the application. Written notice of the return of the application shall be provided to the producer and applicant. If the corrected application and deposit premium are returned to the Plan within 15 calendar days from the date on the Plan's initial return letter, the application and deposit premium will be processed and coverage will be effective as if the original application were complete, provided the applicant is otherwise eligible. If the application requires further correction, the Plan shall return the application to the producer to remedy any deficiencies.

If the completed application and deposit are not received by the Plan within 20 calendar days from the date of return of the application, the Plan shall notify

the producer and applicant in writing that the completed application and deposit have not been received. The application shall be considered null and void and no coverage is in effect. The Plan shall retract an EASi application. The producer shall receive a complaint.

2. Applications Received by the Servicing Carrier

The servicing carrier shall give at least 15 calendar days to the applicant and to the producer of record for remedying any defects in the application, and no part of the deposit premium shall be returned to the applicant or to the producer of record except upon proper cancellation in accordance with the provisions of Section 28 of this Plan, as applicable.

F. Applications Returned to the Plan

An assignment to any servicing carrier contrary to the provisions of Section 23 shall be returned promptly to the Plan for reassignment.

G. Reassignment to Prior Servicing Carrier

If reapplication is made, a new application shall be forwarded directly to the Plan and reassigned to the servicing carrier previously affording coverage.

Sec. 24. RESERVED FOR FUTURE USE

Sec. 25. ASSIGNMENT PERIOD

An applicant shall be assigned to a servicing carrier for a period of three consecutive years.

If an insured is unable to obtain insurance at the end of the three-year period, reapplication for insurance may be made to the Plan. Such reapplication shall be considered as a new application.

In the case of nonresident military personnel, as described under Section 18 of the Plan, the servicing carrier shall not be required to renew if, at the time of renewal, the insured is stationed in another state and his automobile is not registered in Kentucky.

**Sec. 26. CHANGE OF OWNERSHIP/
TRANSFER OF LOSS EXPERIENCE**

All exposures of commonly owned entities (as determined in paragraph B of this Section) and insured in the Plan should be written on the same policy and combined for rating purposes. All entities of a risk will be combined when determining eligibility for experience rating. All previous experience of a risk will continue in the experience rating subject to the provisions of paragraphs A, B, and C below:

A. Ownership

The experience for any entity undergoing a change in ownership shall be excluded from future experience ratings only if **both** of the following conditions are met:

1. The change must be a material change such that the entire ownership interest after the change had no ownership interest before the change. A transfer of ownership to a family member (whether natural or by law), a household resident, or a previous owner is not considered a change in ownership.

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2. The change in ownership is accompanied by a change in company management. A change in company management is defined as including all of the following, but not limited to, the chairman of the board, president, partners, and other executive officers.

B. Combination of Entities

Entities with a majority (more than 50%) common ownership interest will be combined for rating.

1. Determination of majority ownership is based on the following:
 - a. majority of issued voting stock;
 - b. majority of the members if no voting stock is issued;
 - c. majority of the board of directors or comparable governing body if a or b above is not applicable;
 - d. participation of each general partner in the profits of a partnership. Limited partners are not considered in determining majority interest.
2. If the rules above provide for more than one possible combination of entities, the combination involving the most entities shall be made. However, the experience of any entity may be used in only one combination.

- C. Any change in ownership, including legal status and re-incorporation, necessitates that a new application, with the appropriate deposit, be submitted to the Plan for assignment.

The insured must report any change to the servicing carrier, in writing, within 30 days of such change. The type, nature, and details of the change must be provided to the servicing carrier for purposes of determining eligibility for such change as stated in paragraphs A, B, and C of this Section. The appropriate information must be provided on the Name and/or Ownership Change form, approved for use in the Plan, fully completed and signed by the insured. The Name and/or Ownership Change form is available from the Plan or servicing carrier upon request. Failure of the insured or producer to provide complete information on the approved form may delay a return premium due the insured pending receipt of the completed form. Upon the request of the servicing carrier, a Name and/or Ownership Change form must be fully completed and signed by the insured within 10 days of the date of the request. Failure of the insured or producer to return the fully completed and signed form, following two written requests by the servicing carrier, could result in loss of coverage as stated in Section 28 of this Plan.

Sec. 27. COMMERCIAL AUTOMOBILE SAFETY PROGRAM (CASP)

A. Purpose of Program

The purpose of the program is to provide compliance with fundamental safety procedures for the following classes of commercial automobiles:

1. Public automobiles (fleets)
2. Any handler of bulk hazardous material, including handlers of hazardous waste

3. Handlers of any commodities with 10 or more vehicles
4. All DOT regulated carriers
5. Any other class or classes designated by the Governing Committee

B. Eligibility Standards for Inspection Companies

The Governing Committee may appoint one or more companies to conduct safety inspections basing its selection on the criteria outlined below.

An eligible inspection company must

1. provide appropriate engineering and loss control services, including follow-up for compliance with all reasonable safety requirements; and
2. have a minimum of three years' experience in conducting quality safety engineering surveys of transporters of hazardous materials, including hazardous waste; and
3. have the ability to meet a service standard of conducting a satisfactory survey within 30 days of notification by a servicing carrier.

Note: At least one of the inspection companies must have the capacity to provide safety engineering surveys in every state.

C. Extent of CASP

The safety program will embrace

1. safety inspections by qualified companies selected by the Governing Committee;
2. appropriate engineering and loss control recommendations by the inspection company with a follow-up for compliance by the insured;
3. supervisory controls monitoring;
4. operator selection and training programs;
5. appropriate vehicle maintenance requirements; and
6. maintenance of proper records by the insured.

D. Inspection Fees

Inspection company fees will be paid by the Plan in accordance with a preapproved schedule adopted by the Governing Committee.

Sec. 28. CANCELLATIONS

A. Cancellation at Request of Insured

If for any reason the insured requests cancellation, other than placement of coverage through the voluntary market, the servicing carrier shall retain the earned premium for the period of coverage and .10 of the pro rata unearned policy premium, or the minimum policy premium prescribed in the Automobile Insurance Plan Manual of Rules and Rates, whichever is greater, and return the balance to the insured.

In the event the insured requests cancellation of a policy because coverage has been replaced in the voluntary market with an admitted carrier, and the servicing carrier receives proof documenting same, the cancellation shall be on a pro rata basis, or the minimum policy premium

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prescribed in the Automobile Insurance Plan Manual of Rules and Rates, whichever is greater.

B. Cancellation by Servicing Carrier

1. A servicing carrier which has issued a policy or binder under this Plan shall have the right to cancel the insurance by giving notice as required in the 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 comply with reasonable safety requirements, or
 - c. has violated any of the terms or conditions upon the basis of which the insurance was issued, or
 - d. has obtained the insurance through fraud or misrepresentations, or
 - e. has failed to pay any premiums due under the policy, or
 - f. has failed to remedy defects in the application as outlined in Section 23.E, or
 - g. cannot be located by the servicing carrier for purposes of its underwriting review, or fails to respond to at least two written requests for pertinent underwriting information which would have a direct bearing on the rating of a policy, or
 - h. cannot be located by the CASP inspection company for the purposes of its safety inspection survey, or has failed to respond to at least two written requests for pertinent safety inspection information which would have a direct bearing on the rating of a policy, or
 - i. fails to respond to two requests to schedule a preliminary premium audit, or does not permit the auditor to complete the preliminary audit.
2. Each such cancellation shall be on a pro rata basis, subject to the minimum policy premium prescribed in the Automobile Insurance Plan Manual of Rules and Rates, whichever is greater, and a copy of each such cancellation notice shall be furnished to the producer of record. A statement of facts in support of each such cancellation shall be furnished to the producer of record and to the insured 10 days prior to the effective date of cancellation.

Cancellation shall be effective on the date specified and coverage shall cease on such date.

At the option of the servicing carrier, the nonpayment cancellation date may be the equity date computed on the pro rata basis. (Equity date is the date at which all collected premium is earned as computed on the pro rata basis.)

No coverage will be effective if the insured's premium remittance which accompanies the application is justifiably dishonored by the financial institution.

Nothing herein shall be deemed to affect the servicing carrier's right to rescind a policy for fraud, misrepresentation, or if the insured's premium remittance which accompanies the application is justifiably dishonored by the financial institution, or to invoke other remedies provided by law.

C. Cancellation at the Request of the Producer

A servicing carrier shall, at the request of a producer, cancel a policy in conformity with Law where producer presents proof that a check, tendered by the insured to be used for the payment of premium and which has been deposited in the producer's premium account, has been refused payment by the bank upon which it has been drawn. Such cancellation shall be on a pro rata basis, and the unearned portion of the paid premium, if any, shall be returned to the producer to the extent of the amount of the dishonored check.

Sec. 29. MIDTERM PRODUCER CHANGE

For CAIP applicants and insureds, a substitute producer may be designated by the CAIP applicant or insured at any time and, upon designation, shall be the producer of record subject to the following provisions:

- A. All commissions will go to the original producer for the remainder of the policy period.
- B. All requests for a substitute producer must be accompanied by a broker of record letter on the named insured's letterhead including the following signed statements:

1. By the New Producer of Record

"I hereby certify that I am a licensed agent/broker of the state of Kentucky and have read the Automobile Insurance Plan and have explained the provisions to the applicant/insured. I acknowledge that I am acting on behalf of the applicant/insured and have no authority to establish or reverse the terms or conditions of coverage. I agree to return any unearned premium to the insured (net of any minimum premium due the carrier)."

In addition to the above signed statement, the producer's license, IRS, and social security numbers must be submitted.

2. By the Applicant or Insured

"I understand that any designated producer cannot act as an agent of the Automobile Insurance Plan and any carrier for the purpose of this insurance and that the producer has no authority to establish, alter, or amend terms or conditions of coverage."

Sec. 30. COMPENSATION TO PRODUCER OF RECORD

- A. Unless other arrangements have been made with the Executive Director of the Office of Insurance, the compensation under the Plan shall be as follows:

1. For policies covering truckers* operating beyond a 50-mile radius and public passenger carrying vehicles other than school buses, 5% of the policy premium for compensation to a licensed producer designated by the insured

* A trucker is a person, firm, or corporation in the business of transporting goods, materials, or commodities for another.

2. For other classes of risks, 10% of the policy premium for compensation to a licensed producer designated by the insured

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- B. Compensation may be paid by the servicing carrier either (1) on the full annual premium, or (2) on the basis of the premium received by the servicing carrier.
- C. A producer accounting system may be utilized by a servicing carrier in its payment of producer compensation.
- D. Compensation will not be paid on installment charges.
- E. On any risk rated and domiciled outside of this state, the licensed producer may be paid only that portion of the producer's compensation specified above which is permissible under the laws of the state in which the risk is rated and domiciled.
- F. Producer compensation under Section 22.B. Installment Premium Payment Option may be paid as installment payment is received by the servicing carrier.
- G. In the event of cancellation or a policy change resulting in a reduction of premium, compensation will be payable on the earned premium received by the servicing carrier.
- H. Final compensation adjustment will be in accordance with this Section.
- I. Should the producer fail to provide his/her tax identification number, the servicing carrier may defer the payment of compensation until the proper identification is provided.

Manual does not contain applicable rates, the servicing carrier must request that AIPSO make the necessary rate filing with the Executive Director of the Office of Insurance. Upon receipt of information necessary for the servicing carrier to fix the proper rate or notification of approval of the rate filing, the designated servicing carrier shall issue a policy to become effective in accordance with the provisions of Section 23.

Unless the servicing carrier finds the applicant ineligible for insurance under the rules of the Plan, the servicing carrier will notify the insured and the producer of record of the collection procedure to be followed. The servicing carrier will be guided by the following:

- Advance Premium Payment Option
See Section 22.
- Installment Premium Payment Option
See Section 22.

The day the Notice of Designation and premium or deposit are received from the Plan shall be deemed the first working day, whatever may be the time of such receipt. No Saturday, Sunday, or legal holiday in the place of receipt shall be deemed a working day.

The producer of record shall be notified as to the disposition of the assignment in accordance with Section 31.A.

**Sec. 31. PERFORMANCE STANDARDS FOR
SERVICING CARRIERS WRITING
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INSURANCE PLAN COMMERCIAL
RISKS**

The performance standards listed below set forth the specific time during which servicing carriers must perform in accordance with the rules of this Plan.

A. Issuance of Original Policy

Upon receipt of the Notice of Designation or as of the effective date for those CAIP applicants requiring filings or a limit in excess of \$350,000 combined single limit and the premium or deposit from the Plan, the servicing carrier shall

1. within two working days following the effective date of coverage or receipt of the Notice of Designation, whichever occurs last, make filings of policy and certificates, including motor carrier and Financial Responsibility Certificates, as may be required, provided all information necessary is contained in the application form and such application is accompanied by the deposit prescribed in Section 22. Such filings will indicate the effective date specified by the Plan in the Notice of Designation,
2. within 30 calendar days issue a policy if all information necessary for the servicing carrier to fix the proper rate is contained in the application form, such policy to become effective in accordance with the provisions of Section 23, or
3. within 30 calendar days issue a binder if all information necessary for the servicing carrier to fix the proper rate is not contained in the application form or if the Plan Manual does not contain rates applicable to an assigned applicant. In the event the Plan

B. Renewal Policies or Certificates

At least 30 calendar days prior to the inception date of renewals, the servicing carrier shall notify the applicant that

1. a renewal will be issued provided the premium stipulated by such servicing carrier is received at the servicing carrier's address identified by the premium bill before the expiration date of the current policy, or
2. if the renewal is to be written on the installment premium payment option, such renewal will be written provided the deposit premium (40% of the total annual premium subject to a minimum of \$25) stipulated by the servicing carrier is received at the servicing carrier's address identified on the premium bill before the expiration date of the current policy, or
3. a renewal will not be issued for the reason that the applicant is not entitled to insurance under the Plan.

Renewal premium quotations will be made as stipulated in the present Plan rules. A copy of such notice shall be filed with the producer of record. In the event the servicing carrier will not issue a renewal, the reason supporting such action together with a copy of said notice shall be filed with the Executive Director of the Office of Insurance of the state and the Plan.

Renewal policies or certificates will be issued and mailed within 30 days of the servicing carrier's receipt of the renewal premium specified under Section 31.A above.

C. Endorsements

Any endorsement requested of the servicing carrier shall be issued and mailed within 30 days.

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D. Return Premiums

Within 30 days of the receipt of a request for either cancellation or an endorsement resulting in a return premium, the servicing carrier must mail the return premium check.

For commercial risks subject to audit, following the receipt of a request for cancellation (or policy termination) the company must mail the return premium check within 30 days following the date the typed final audit report is produced.

E. Collection of Premium

Servicing carriers are to follow present Plan rules—see Section 22 of this Plan.

All billing and payment guidelines are to be consistent with the provisions outlined in the Plan and the Accounting and Statistical Requirements Manual.

F. Compensation

Within 30 days of receipt of the gross premium due, the servicing carrier must issue the proper compensation check except if the producer fails to provide his or her proper tax identification number. Compensation may be paid by the servicing carrier either (a) on the full annual premium, or (b) on the basis of the premium received by the servicing carrier. A producer accounting system may be utilized by a servicing carrier in its payment of producer compensation. Compensation will not be paid on installment charges. Final compensation adjustment will be in accordance with Section 30.

G. Claim Handling

1. Servicing carriers shall provide policyholders and producers with information on how and where to report claims.
2. Each servicing carrier is responsible for handling all claims properly and promptly in accordance with the terms of the contracts of insurance subject to the limits of coverage provided. Claim adjustment practices and procedures of each servicing carrier shall correspond with those followed for voluntary business. Where unfair claim practices, regulations, or legislation exist, servicing carriers must comply with such regulations or legislation.
3. Servicing carriers must have the ability to service insurance claims in every state, the District of Columbia, and Canada.
4. Contact (First and Third Party Claimants)

Upon receipt (by mail or facsimile) of notification of claim containing sufficient information to identify the insured, claimant, and policy number, the servicing carrier must acknowledge the receipt of such notice within the applicable state's regulations or unfair claims practices. If the state has not established time guidelines, the servicing carrier must acknowledge receipt of such notice to first party claimants within two working days and third party claimants within 15 working days and the date of the acknowledgment documented in the carrier's claim file.

The servicing carrier will provide first party claimants with the necessary forms and instructions to permit compliance with all policy conditions.

5. Appraisal

Within the applicable state regulations or unfair claims practices, an appraisal must be completed for the purpose of determining the cost of repair. If the state has not established time guidelines, an appraisal, or documented attempts, must be completed within 10 working days from the date of receipt of a specific claim, including damages and location of vehicle, by the carrier. If a second inspection is required, the carrier will document attempts for scheduling a second appraisal within two working days of notice for the need of the second appraisal.

6. Coverage

Verify that the proper coverage was in effect at the time of loss which cover the damages claimed by the first or third party claimant.

7. Investigation

The servicing carrier must begin an investigation of any claim within 15 working days of receipt of notification of the claim.

The servicing carrier must substantially complete an investigation of each claim 30 working days after notification of the claim.

If after 30 working days from notification of the claim the completed investigation is insufficient to properly adjust the claim or the parties cannot agree to settlement, the servicing carrier must notify the policyholder, claimant, or authorized representative in accordance with the state's applicable regulations or unfair claims practices until the claim is settled, or until both parties agree updates are no longer needed. If a state has not established any guidelines on this topic, the carrier will advise the claimant within 30 working days from receipt of proof of loss or settlement material what outstanding information is required to adjust the claim. The carrier will continue to provide this update every 45 working days, or until both parties agree updates are no longer needed.

8. Reserving

Reserving practices must be consistent with those in place for the carrier's voluntary book of business and must comply with the requirements outlined in the Accounting and Statistical Manual.

9. Documentation/File Reporting

A file for each claim must be compiled by the servicing carrier's claims staff, and should address coverage, liability, damage investigation, reserves, subrogation potential, and recommendations for future handling.

As claims handling continues, the file should be updated to address reserve adequacy, strategies, plans for future handling, and resolution.

10. Payment

Payment on all claims must be made within the applicable state regulations and/or unfair claims practices. All payments not defined within state regulations or unfair claims practices will be paid within 30 days after receipt of proof of loss, agreed appraisal amount or written settlement agreement (unless the

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carrier has not completed the investigation necessary to make a decision or the parties cannot agree on settlement). Receipt of these documents does not waive the carrier's right to conduct an investigation prior to settlement and/or offer a reasonable settlement based upon the facts.

11. Expenses

All reported allocated loss adjustment expenses must comply with the eligibility requirements outlined in the Accounting and Statistical Requirements Manual.

12. Fraud Prevention/Detection

All claims personnel shall receive training in and be aware of potential fraud indicators. The claims professional shall refer a claim for specialized fraud investigation within two working days of a determination of potential fraud. An outline of disputed issues and activities of the investigation will be prepared.

The servicing carrier must ensure that its special investigative handling complies with applicable statutes, regulations, and directives.

H. Surcharges

At the time of the initial application of a surcharge based on a driving record obtained from a state motor vehicle record, the servicing carrier will furnish to the insured a listing of the accidents/convictions which determined the surcharge.

I. Underwriting/Rating

The servicing carrier must

1. properly price all policies in accordance with the approved rating plans contained in the Manual of Rules and Rates and establish procedures for appropriate and timely verification of policyholders' and operators' driving records and/or obtain other information as necessary to assist in the proper classification and rating of an applicant;
2. provide appropriate engineering and loss control service equivalent to voluntary market practices including follow-up for compliance with all reasonable safety requirements;
3. attempt to secure and verify account loss history from the previous company or companies to insure proper application of any applicable premium surcharge or rating plans;
4. perform a preliminary premium audit on every applicant assigned in the following classes:
 - All policies with Any Auto coverage symbol
 - All ICC, PUC, and PSC regulated carriers
 - All policies with MCS 90 endorsement

Within 60 days from the effective date of coverage, two documented good faith attempts to make contact with the applicant for purposes of scheduling or conducting a preliminary premium audit must be made.

It is expected the audit will be completed and distributed no later than 120 days following the effective

date of coverage. Audits completed or distributed after 120 days due to circumstances beyond the control of the servicing carrier must be documented.

5. conduct final premium audits following account expiration or cancellation when appropriate;

Within 60 days from the expiration or cancellation date of coverage, two documented good faith attempts to make contact with the applicant for purposes of scheduling or conducting a final premium audit must be made.

It is expected that the audit will be completed and distributed no later than 120 days following the expiration or cancellation date of coverage. Audits completed or distributed after 120 days due to circumstances beyond the control of the servicing carrier must be documented.

6. make, maintain, and cancel all certificates and filings in accordance with any municipal, state, or federal requirements.

J. Premium Billing

All billing and payment guidelines are to be consistent with the provisions outlined in Sections 22 and 23 of the Plan.

Otherwise, policies which develop an additional premium as a result of an inadequate deposit submitted with the application or policy change request, or shortage in premium resulting from a policy change request, preliminary premium audit, or other determination of a premium shortage, the total additional premium must be billed within 30 days from determination of the additional premium due, or the next premium installment billing date, whichever occurs first. The premium payment due date must not exceed 30 days from the premium billing date.

For policies subject to a final premium audit that result in an additional earned premium due the CAIP, the premium must be billed within 30 days of the completion of the final premium audit and the premium payment due date must not exceed 30 days from the premium billing date.

If the final premium audit develops a return premium, the servicing carrier will remit gross return premium to the insured within 30 days from the completion date of the audit. The producer will be billed for the return commission in accordance with Section 33. Performance Standards for Producers Writing Automobile Insurance Plan Commercial Risks.

NOTE 1: Completion date of the audit is defined as the date the typed final audit report is produced.

NOTE 2: The determination date is the processing or typing date of the policy or endorsement.

K. Premium Collection

The servicing carrier will perform all the necessary collection functions to protect the assets of CAIP.

Within seven days following the premium due date, the servicing carrier shall issue a Notice of Cancellation and cancel all financial responsibility filings if premium payment has not been received. Established collection practices of a servicing carrier must include the following minimum standards:

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1. At least two letters requesting immediate payment of the outstanding earned premium balance issued a minimum of 15 days apart with both letters being issued within 45 days following the cancellation effective date
2. For policies subject to a final premium audit after policy expiration or cancellation, at least one letter requesting payment issued within 15 days following the premium due date of the final premium audit bill

For all risks, once collection is turned over to an attorney or a collection agency, the commission on the additional audited premium will not be paid to the producer including when the servicing carrier is successful in collecting the additional premium. All net collection expenses incurred by the servicing carrier will be borne by CAIP.

Each servicing carrier shall develop specific written procedures to satisfy itself that ineligible charge offs are not submitted to the Central Processor (See Section A, Chapter 1 of the CAIP Accounting and Statistical Requirements Manual). These procedures will be reviewed during the servicing carrier compliance audit.

L. Accounting/Statistical and Results Reporting

Servicing carriers must

1. have the ability to carry out all necessary accounting procedures and prepare reports as outlined in the Accounting and Statistical Requirements Manual;
2. have the ability to collect the necessary data to disburse compensation payments to producers and have the ability to store this data and report same to the Internal Revenue Service, annually as required;
3. select a qualified statistical agent with the ability to report data in accordance with the AIPSO statistical program.

Sec. 32. ADDITIONAL PREMIUM REPORTING TIME LIMIT

A servicing carrier must seek preapproval to report additional premium of \$5,000 or greater if the reporting date is more than three years following policy termination. The request shall consist of a cover letter, an Additional Premium Reporting form (Exhibit EE in the Accounting and Statistical Requirements manual), and the applicable documentation listed below. The request shall be submitted to AIPSO's Residual Market Audit Services (RMAS) for review with a copy of the cover letter and Exhibit EE to the Plan.

A. Documentation to Be Submitted

1. For audited additional premium, provide the following:
 - a. The premium audit detail providing the exposure, rates, premium calculation, and any applicable premium adjustments in determining the audited additional premium
 - b. Legal summary report including background, position of parties, status of legal action taken, and probability of success, as well as pertinent exhibits
 - c. Any other pertinent information relating to the investigation and resulting premium request

2. For unaudited additional premium, provide the following:

- a. Underwriting documentation which may include, where applicable
 - (1) Declarations page, coverage forms, and endorsements of the subject policy(ies)
 - (2) Application—with the servicing carrier's date received identified (i.e., date stamp)
 - (3) Motor vehicle reports (MVRs)
 - (4) Rating worksheet with computation support
 - (5) Renewal notices/quotes
 - (6) Results of underwriting investigations or inspections
 - (7) Policy change request(s)
 - (8) Policy termination notice(s)
 - (9) Prior years premium and loss information
 - (10) Loss control report(s)
 - (11) Additional premium calculation worksheet
 - (12) Filings issuance
 - (13) Collection activity
- b. Premium detail including work papers in determining unaudited additional premium
- c. Legal summary report including background, position of parties, status of legal action taken, and probability of success, as well as pertinent exhibits
- d. Any other pertinent information relating to the investigation and resulting premium request

3. The above documentation should include the name, address, and telephone number of the contacts at the servicing carrier's operation who will be responsible for addressing questions relating to the underwriting, audit, loss control, claim, and legal files. Also, the servicing carrier must provide the name and address of the individual(s) to be notified of action taken on the request.

B. Plan Office Documentation

Upon receipt of the copy of the request from the servicing carrier, Plan staff shall provide AIPSO's RMAS with a summary of any prior action taken by Plan staff or the Governing Committee concerning the subject of the request. The summary will include rule interpretations, action on extraordinary expense requests, and local directives pertinent to the request.

C. Review of the Request

Upon receipt of the initial and any subsequently submitted documentation, a review will be completed by AIPSO's RMAS within 20 business days. The review shall consist of testing the reasonableness of the classification and rating of the risk both at the time of the initial underwriting and subsequently, exposure development including related premium audits, inspections, and external data used in arriving at the exposure basis, and billing and collection activity.

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D. Questionable or Missing Items

If the servicing carrier is unable to respond to requests for additional information within 20 business days of the date of the request, the review process terminates.

E. Premium Reporting Recommendation

Following completion of its review, AIPSO's RMAS will

1. notify the Governing Committee and servicing carrier, in writing, that the review of the additional premium request is favorable. A favorable review permits the servicing carrier to report the premium to the Plan, in accordance with established reporting procedures, without delay, or
2. notify the servicing carrier, in writing, that the additional premium request will be referred to the Governing Committee with a recommendation for disapproval. A copy of the notification shall be sent to the Plan Office.

The Plan Office shall advise the Governing Committee of all RMAS premium reporting reviews. The Plan Office shall schedule all disapprovals for Governing Committee review. The Governing Committee shall make a premium reporting determination, for all disapprovals, based on its review of the recommendation and documentation. When a review by the Governing Committee is conducted, the servicing carrier may appear before the Governing Committee to support its position. The Governing Committee will provide the servicing carrier with its decision, in writing, with a copy to AIPSO's RMAS.

Note: The Governing Committee may evaluate and direct the servicing carrier in the appropriate reporting of premium not subject to this procedure in accordance with the Plan Manuals, Servicing Carrier Agreement, and regulatory authority applicable to the Plan.

F. Reporting to Central Processor

All additional premium reported under this rule will be accepted by the Central Processor only if the quarterly submission is accompanied by an approval, on the prescribed form, from RMAS or the Governing Committee.

Sec. 33. PERFORMANCE STANDARDS FOR PRODUCERS WRITING KENTUCKY AUTOMOBILE INSURANCE PLAN COMMERCIAL RISKS

A. Original Applications

1. Applications shall be fully completed and must include
 - a. necessary information to rate and write the policy, prepare a bill, and make any required financial responsibility or motor carrier filings,
 - b. name, address, and tax identification number of the producer,
 - c. signatures of the applicant and the producer;
 - d. For those applications where the Electronic Application Submission Interface (EASi) has been used to transmit the application to the Plan in accordance with Section 23.B.5, the producer

of record and applicant shall certify on the application the date (day, month, and year) and time (hour, A.M. or P.M.) that the application was completed.

2. Deposit premiums shall be submitted with the application in accordance with Section 22.C. CAIP applications of risks requiring state or local filings or risks subject to the Motor Carrier Act and Bus Regulatory Act shall be accompanied by additional payment, if required, in the form of a certified check, bank check, or money order.
3. If violations pertaining to the use of EASi have occurred, the Governing Committee may limit, suspend, or terminate producer access to EASi.

If the Plan determines that immediate action is required to protect the public interest prior to a hearing before the Governing Committee in accordance with usual Plan procedures, the Plan may immediately suspend a producer's privilege to use EASi. The Plan shall notify the producer in writing of the suspension and provide the written statement of the alleged violations against the producer which clearly evidence that delay until a Governing Committee hearing can be held will pose harm to the public interest. A hearing on the merits before the Governing Committee will take place within 10 days of the notice of suspension. Within 7 days of the hearing, the Plan shall notify the producer, in writing, of the Governing Committee's decision. Any final decision of the Governing Committee under this Section shall be subject to the right of appeal of the Executive Director of the Office of Insurance of the state.

B. Cancellation of Plan Policy

No producer shall cancel and rewrite a Plan policy for the purpose of avoiding a rate increase, a rate decrease, experience modification, or additional charges.

C. Return Compensation

Return compensation shall be paid within 30 days from the date of notice to the producer.

D. Policy Change Request

Producers must use the prescribed Policy Change Request form or the one provided by the servicing carrier when making a policy change request.

E. Claims

When an insured reports an accident or claim to the producer, the producer shall report it to the servicing carrier within one working day in accordance with the instructions of the servicing carrier.

F. Payments

1. Additional premium payments shall be submitted gross in accordance with Section 22.B.5.
2. Producers shall immediately remit all payments received from insureds by the due date.
3. Dishonored producer checks shall be reported to the Plan.

G. License

Producers must be properly licensed and conform to the requirements of the Plan.

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H. Fraud or Misrepresentation

No producer shall engage either in fraud or misrepresentation with regard to the contents of an application, the necessary information to rate and write a policy, a claim, or any other information material to underwriting a risk.

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Sec. 34. PLAN MEMBERSHIP

The Plan became effective on August 20, 1948 when all companies licensed to write direct automobile liability insurance in the state subscribed thereto. No company which is licensed to write only reinsurance shall be a subscriber to this Plan.

Sec. 35. ADMINISTRATION

A. Governing Committee Composition

The Plan shall be administered by a Governing Committee and a Manager. The Governing Committee (hereinafter referred to as "the Committee") shall consist of nine Plan subscribers, two from each of the following classes of companies:

American Insurance Association (AIA)
Property Casualty Insurers Association of America (PCI)

Three from the following class:

Nonaffiliated Insurance Companies (NAF)

Two additional subscriber companies shall be at-large representatives as elected in Section 35.B.3.

By the deadline set by the Manager, if the trade associations or nonaffiliated companies are not able to provide the necessary representatives from their respective class of companies, the seat or seats may be filled by solicitation of additional at-large subscriber company representatives in accordance with Section 35.B.3.

Each subscriber company serving on the Governing Committee shall designate a representative to act on its behalf. This representative shall be either (1) a salaried employee or officer of the named subscriber company or (2) a salaried employee or officer of another subscriber company from a group of companies under the same management as the named subscriber company. A salaried employee or officer of the holding company of the named subscriber company may also be designated as the representative.

Not more than one company in a group of companies under the same management or ownership shall serve on the Committee at the same time. A company leaving its class of companies shall resign its seat at the next meeting of the Committee.

A past or present CAIP servicing carrier who is affiliated with a trade association or is designated as a non-affiliated company is eligible to serve as a representative for its class of companies or as an at-large representative on the Committee.

An active CAIP servicing carrier who serves on the Committee shall not be permitted to vote or make motions on matters related to the administration or operation of CAIP or any other matters involving servicing carrier issues. Moreover, an active CAIP servicing carrier shall not participate in (and shall not be permitted to receive any written materials distributed to Committee members) any Executive Session wherein the matters to be discussed are any matters involving CAIP servicing carrier issues, except when requested by the Committee. In addition to the foregoing, servicing carrier audit reports, as provided for in the Servicing Carrier Agreement, shall be prepared in writing and furnished only to the Committee members (excluding members who represent other Plan servicing

carriers) and to the servicing carrier. Audit reports shall be furnished to the servicing carrier for response and shall be reviewed in Executive Session by the Committee.

There shall be a chairperson and vice chairperson elected from and by the Committee. The Committee shall elect a secretary/treasurer. Committee members, companies not serving on the Committee and Plan staff may serve as secretary/treasurer.

B. Selection of Governing Committee Representatives

1. Trade Associations Representatives

Prior to the annual meeting, each trade association shown above shall appoint its representatives to the Committee. Each trade association will advise the Manager of the companies appointed.

2. Nonaffiliated Representatives

The Manager shall poll the nonaffiliated companies by mail ballot annually to determine those companies desiring to serve on the Committee. Prior to the annual meeting, the Manager will conduct a mail ballot for the nonaffiliated companies to select their representatives.

a. Weighted Voting Procedure

Nonaffiliated company insurers shall select representatives in accordance with the following weighted voting procedure:

Each nonaffiliated company shall cast a proportionate vote based on that company's respective Voluntary Private Passenger Nonfleet Liability Net Direct Written premiums and Voluntary Other than Private Passenger Liability and Physical Damage Net Direct Written premiums written in the state for the calendar year ending December 31 of the second prior year by nonaffiliated companies as reported to AIPSO by statistical agents.

b. Completion of Mail Ballot

Each nonaffiliated company must cast all its votes for one company and cannot split its votes between individual companies. If one or more nonaffiliated companies are members of a group under the same ownership or management, the companies must vote as a group for one company. A group of nonaffiliated companies may not split its votes between individual companies.

3. At-Large Representatives

An ad hoc committee consisting of the seven subscriber companies appointed or elected in B.1 and 2, shall be formed. The sole purpose and authority of the ad hoc committee is to elect two at-large subscriber company representatives to the Governing Committee.

Annually the Manager shall poll the remaining subscriber companies to determine those companies desiring to serve on the Committee. The company must submit its qualifications with its letter of interest. The Manager will submit the results of the poll to the ad hoc committee.

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Prior to the annual meeting, the ad hoc committee shall elect the two at-large representatives.

C. Annual Plan Meeting

Annually, on a date fixed by the Committee, each respective class of companies, heretofore described, shall elect its representative to the Committee to serve for a period of one year or until a successor is elected. Forty-five days' notice of such meeting shall be given in writing to all companies which are subscribers to the Plan.

The Manager shall solicit proxies from all subscribers and voting by proxy shall be permitted. Subscriber companies present, subject to a minimum of one company from each of the four classes of companies outlined above, and proxies submitted shall constitute a quorum for all purposes at the annual meeting. A company may not appoint more than one company in its class of companies to exercise its proxy.

The notice of each annual meeting shall be accompanied by an agenda for such meeting.

At the annual meeting, a company must cast one vote for each vacant seat on the Committee for its class of companies and it may not cast two votes for one seat.

D. Vacant Seats

In the event a subscriber company vacancy on the Committee occurs, it shall be filled by the respective class of companies (American Insurance Association, or Property Casualty Insurers Association of America) by appointing a successor to serve until the next annual meeting. If a nonaffiliated company vacancy occurs, the nonaffiliated company representatives shall elect a successor to serve until the next annual meeting. If an at-large representative vacancy occurs, election of a successor shall be in accordance with Section 35.B.3.

E. Resignation of Subscriber Company Representative

If an individual resigns as a subscriber company representative midterm, the subscriber company shall be allowed to replace the resigning individual with another representative in accordance with Section 35.A.

F. AIPSO as CAIP Service Provider

In the event that AIPSO is approved to serve as a CAIP service provider, then all duties and obligations of the Plan of Operation shall apply, absent exceptions approved by the Governing Committee and made a part of the Servicing Agreement.

Sec. 36. COST OF ADMINISTRATION

A. Subscriber Fee

Each company subscribing to the Plan shall pay a separate minimum annual fee of \$10.

B. Assessment

Each subscriber's ratio of Voluntary Private Passenger Nonfleet Written Car Years and Voluntary All Other Net Direct Written premiums to the industry total written car years and premiums shall be used as the basis of apportionment of all expenses incurred in excess of the minimum fees.

If, at the time of the initial assessment for any given calendar year, data for the second prior year is not available, the assessment shall be based upon the latest available year's data. In such event, the assessment shall be adjusted subsequently using the data for the second prior year.

C. Companies Not Writing

No assessment other than the minimum annual fee shall be levied against a company which has written no automobile liability insurance other than for the Automobile Insurance Plan during the period for which the quotas are based.

Sec. 37. DUTIES OF THE GOVERNING COMMITTEE AND MANAGER

The Committee shall meet as often as may be required to perform the general duties of administration of the Plan. A quorum shall consist of a majority of the members currently serving on the Committee.

The Committee shall be empowered to appoint a Manager, budget expenses, levy assessments, disburse funds, and perform all duties essential to the proper administration of the Plan.

Annually, the Manager shall prepare an operating budget in the prescribed manner for submission to the Committee. Such budget shall be approved by the Committee and furnished to the companies which are Plan subscribers on request. Any expenditure in excess of, or not included in, the annual budget shall be approved by the Committee.

The Committee shall make available to all companies which are subscribers to the Plan, a written report of operation, in such form and detail as the Committee may determine. The annual report shall be available on the Plan website. In addition, hardcopies of the report may be obtained by contacting the Plan Office.

Sec. 38. AMENDMENT OF PLAN

Changes in the Plan require the prior approval of the Governing Committee and the Office of Insurance of the Commonwealth of Kentucky.

Sec. 39. PRODUCER RESPONSIBILITY

The actions of a producer under this and all other sections of this Plan are deemed to be the actions of the applicant and are not the actions of the Plan. Insofar as the producer is acting as an agent of any party in connection with actions under this or any other section of the Plan, the producer shall be deemed to be the agent of the applicant and not the agent of the Plan and/or assigned company.

Sec. 40. DETERMINATION AND FULFILLMENT OF QUOTAS

A. Distribution of Applications

The Plan shall distribute those risks which are eligible for coverage so that each company will receive the same proportion of Private Passenger Nonfleet Automobile In-

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Insurance Plan premiums that its respective Voluntary Private Passenger Nonfleet Liability Net Direct Written Car Years bear to the statewide total of the Voluntary Private Passenger Nonfleet Liability Net Direct Written Car Years of all companies in the state.

$$\text{Market Share} = \frac{\text{Company Voluntary PPNF Liability Net Direct Written Car Years}}{\text{Statewide Voluntary PPNF Net Direct Written Car Years}}$$

For the purpose of such distribution as described above (1) Voluntary Private Passenger Nonfleet Liability Net Direct Written Car Years and (2) Private Passenger Nonfleet Automobile Insurance Plan premiums shall be as defined below:

1. For 2006 and Prior Year Quotas: "Voluntary Private Passenger Nonfleet Liability Net Direct Written Car Years" shall be the number of private passenger nonfleet and miscellaneous nonfleet and named nonowner weighted (as defined in Section 40.A.3.a) minus snowmobile automobile bodily injury liability car years written by the company in the state for the calendar year ending December 31 of the second prior year, regardless of the type of automobile insurance policy under which such liability car years are written, excluding private passenger nonfleet and miscellaneous nonfleet Automobile Insurance Plan car years.

For 2007 and Subsequent Quotas: "Voluntary Private Passenger Nonfleet Liability Net Direct Written Car Years" shall be the number of private passenger nonfleet and miscellaneous nonfleet and named nonowner weighted (as defined in Section 40.A.3.a) minus snowmobile automobile bodily injury liability car years written by the company in the state for the calendar year ending December 31 of the second prior year under a personal auto policy of any type, excluding private passenger nonfleet and miscellaneous nonfleet Automobile Insurance Plan car years.

2. "Private Passenger Nonfleet Automobile Insurance Plan premiums" shall mean the total of
 - a. automobile bodily injury and property damage liability, and personal injury protection premiums including premiums for medical payments, and uninsured motorists coverage for private passenger nonfleet Automobile Insurance Plan insureds;
 - b. the premium credits allowed under this Section.
3. Private Passenger Nonfleet Automobile Insurance Plan premiums shall include the total Automobile Insurance Plan liability premiums written in the state for the following assignable classes:
 - a. Miscellaneous nonfleet personal vehicles including the following types that are registered:
 - (1) Motor homes, auto homes (self-propelled)
 - (2) Campers and travel trailers
 - (3) Dune buggies
 - (4) All-terrain vehicles
 - (5) Antique autos

- (6) Amphibious autos
 - (7) Snowmobiles
 - (8) Golf carts
 - (9) Motorcycles, motorscooters, motorbikes, trail bikes, and mopeds
- b. Named nonowner applicants

Note: Effective with 1989 calendar year voluntary base data, each statistical agent will develop and report exposures for all nine miscellaneous vehicle types and named nonowner applicants and AIPSO will make the appropriate adjustments to the private passenger and all other base data to comply with Section 40.A.

"Nonfleet" is defined as four or less motor vehicles of any type.

"Fleet" is defined as five or more motor vehicles of any type.

B. Limited Assignment Distribution Procedure (LAD)

The provisions of this subsection shall apply to all private passenger nonfleet risks submitted to the Plan on and after August 1, 1997. Companies which agree to participate will enter into a written agreement with the Kentucky Automobile Insurance Plan.

1. ★ Any subscriber company may apply to serve as a LAD servicing company and receive additional assignments by executing a LAD Agreement with Servicing Companies. LAD assignments shall be allocated to servicing companies based on percentages that are mutually agreed upon by the Governing Committee and the servicing companies. Annually, the Plan shall review the allocations with current and prospective servicing companies prior to September 1. The Governing Committee may adjust allocations as deemed necessary to meet the needs of the LAD. When a servicing company is the only servicing company, they must agree to accept an allocation of 100% of the LAD assignments. All allocations shall be approved by the Governing Committee and shall be effective January 1 of the new assignment year. The appointment of a new servicing company shall be effective January 1. Subscriber companies who do not elect to receive additional assignments will continue to receive their own assignments. ❖
2. LAD servicing companies are appointed by the Governing Committee and must meet and continuously maintain all of the following eligibility requirements. If, at any time, the servicing company does not meet one or more eligibility requirements, the servicing company must immediately notify the Plan. A servicing company must
 - a. be a company whose market share of the Voluntary Private Passenger Nonfleet Liability Net Direct Written Car Years, as defined above, is 1% or more. If the individual company does not meet the 1% market share requirement and is part of a group of companies under common ownership, control, and management, the voluntary private passenger nonfleet liability car years of all companies in the group combined may be used to fulfill this requirement;

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- b. have a statutory capital and surplus of not less than \$25,000,000;
- c. have and maintain a net premium to surplus ratio that does not exceed 3 to 1;
- d. have maintained an A.M. Best's financial rating of A- or better for a continuous three-year period from the most current publication date of the servicing company's rating. A financial rating from an alternative rating service cannot be used to fulfill this eligibility requirement;
- e. have been licensed to write automobile liability and physical damage insurance without restriction for a minimum period of five years in the state of Kentucky;
- f. have a service facility affording policy issuance and all other policyholder services;
- g. have the ability to service insurance claims in every state, the District of Columbia, and Canada; and
- h. execute the LAD Agreement with Servicing Companies, and comply with the provisions of that agreement.

EXCEPTIONS: (1) The Committee has the option to consider a servicing company application from a company that does not meet the following eligibility criteria:

- (a) The 1% market share requirement
- (b) The five-year period of licensing for the writing of automobile liability and physical damage in the state
- (c) The service facility requirement to provide policy issuance and policyholder services
- (d) The ability to service insurance claims in every state, the District of Columbia, and Canada

(2) The following eligibility requirements shall not be subject to exception in the evaluation of a company to serve as a LAD servicing company:

- (a) The statutory capital and surplus requirement of \$25,000,000
- (b) The net premium to surplus ratio of the company which cannot exceed 3 to 1
- (c) A company financial rating from A.M. Best of A- or better for a continuous three-year period from the most current publication date of the company's rating

3. Subscriber companies which agree to assume additional assignments (servicing companies) will be paid a prescribed service fee established by the Governing Committee. The service fee is a component of the buy-out percentage formula which is stated as a percentage of the additional quota accepted.

4. Monitoring Servicing Company Eligibility

The Plan will annually review the eligibility of each servicing company to ensure it continues to meet eligibility requirements. The Plan may also review the eligibility of a servicing company at any other time that circumstances warrant. Such review may include, but is not limited to, verification of any or all of the eligibility criteria in Section 40.B.2, review of quarterly financial statements filed by the servicing company with the Insurance Department, and monitoring of the volume of LAD business written in relation to any applicable assignment limitation.

If the Plan determines that a servicing company does not continue to meet one or more of the eligibility requirements in Section 40.B.2, the Plan shall immediately provide written notification to the servicing company and Governing Committee. If the servicing company advises the Plan that it no longer meets one or more eligibility requirements, the Plan shall verify the information and provide written acknowledgement to the servicing company. The Plan shall immediately advise the Governing Committee, in writing, that the servicing company no longer meets one or more of the eligibility requirements. The Governing Committee may take such action as deemed necessary, including establishment of a period of time for the servicing company to remedy the cause of ineligibility or termination of the LAD servicing company.

In the event a LAD servicing company is terminated due to ineligibility or any other cause, the Plan will issue notification to all Plan subscriber companies advising them of the termination.

5. Monitoring Buy-Out Capacity

AIPSO, acting on behalf of the Plan, will review on a quarterly basis the volume of additional assignments written by each servicing company on behalf of excused companies in the LAD arrangement and advise the Plan.

6. Termination of LAD Servicing Company

a. Insolvency or Insurance Department Order

If a servicing company is terminated due to insolvency, rehabilitation, or insurance department order, the Governing Committee and Plan will be guided by the following:

- (1) Assignments to the servicing company will be restricted. At the discretion of the Governing Committee, all LAD assignments may be directed to another active servicing company, if one exists and the servicing company is in agreement. Otherwise, such assignments will be distributed to companies with quotas who are not LAD excused companies. As directed by the Plan, the servicing company shall return LAD fees it has received.

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- (2) The Governing Committee may review the capacity of any other active LAD servicing companies to handle additional assignments. At their discretion, the Governing Committee may solicit for another LAD servicing company.
 - (3) If the terminated servicing company was the only servicing company and a replacement cannot be located, the former excused companies will be restricted from receiving assignments for a period of no longer than 90 days. At the conclusion of the restriction period, the companies must be prepared to handle their own Plan assignments.
- b. Any Other Reason
- If a servicing company is terminated for any reason, other than those indicated in Section 40.B.6.a, the Governing Committee and Plan will be guided by the following:
- (1) The Governing Committee will provide the servicing company with at least 90 days' written notice of such termination. The servicing company will continue to receive assignments on behalf of its LAD excused companies until the termination date. The servicing company must continue to service its LAD business until the end of three-year assignment in the Plan has been reached, unless otherwise directed by the Governing Committee.
 - (2) The Plan will provide the excused companies with at least 90 days' written notice of termination of the only servicing company. If another active LAD servicing company does not exist or the Plan is unable to obtain another LAD servicing company, the notice must advise of termination of the servicing company, cancellation of the excused company contracts, and dissolution of the LAD arrangement. The notice must also indicate that the former excused companies must be prepared to receive and write Plan assignments as of a specific date.
 - (3) The former servicing company shall be responsible for its own assignments after termination of the LAD arrangement. The servicing company may seek a LAD buy-out arrangement for its Plan assignments.
- c. Termination of LAD Agreements with Excused Companies
- When the procedures in Section 40.B.6 above are utilized, the existing agreements between the Plan and the excused companies are terminated and are subject to the provisions contained herein.
7. ★Annual Review of Estimated Plan Premium Volume
- Annually, the Plan will review the estimated private passenger premium volume when the first quarter (February 1 through April 30) quota reports are dis-

tributed. The Plan will advise the Governing Committee whether the estimated Plan private passenger premium volume is less than, meets, or exceeds \$2 million. The Governing Committee shall be guided by the following:

- a. If the Plan estimated private passenger premium volume is \$2 million or less, all companies with private passenger nonfleet quotas have the option to buy out.
- b. If the Plan estimated private passenger premium volume exceeds \$2 million, the Governing Committee may, at their discretion,
 - (1) reinstate the buy-out eligibility requirement shown in Section 40.B.8 in accordance with the procedure in Section 40.B.9;
 - (2) solicit for another LAD servicing company;
 - (3) continue to offer all companies with quotas the option to buy out until such time as the Governing Committee feels further action is deemed necessary;
 - (4) implement a combination of (2) and (3) above; or
 - (5) take any other action deemed appropriate by the Governing Committee.

8. Buy-Out Eligibility Requirement❖

Subscriber companies with a private passenger nonfleet quota whose market share of the Kentucky Voluntary Private Passenger Nonfleet Liability Net Direct Written Car Years is less than 5% may elect to be excused from all private passenger nonfleet assignments (excused companies). An excused company shall pay a prescribed fee on the basis of its applicable private passenger nonfleet quota. Excused companies shall be allowed to buy out commencing on February 1, May 1, August 1, and November 1 of the year.

Subscriber companies with a private passenger nonfleet quota whose market share of Kentucky Voluntary Private Passenger Nonfleet Liability Net Direct Written Car Years is 5% or greater may apply to the Governing Committee for an exception. The Governing Committee may approve or deny a new exception or revoke an existing exception for any circumstances warranted for the benefit of the Plan.

Annually, all company exceptions will be reviewed by the Governing Committee based upon each company's first quarter (February 1 through April 30) quota distribution reports. Any company whose market share equals or exceeds 5% may have its market share exception revoked. If a company's market share exception is revoked by the Governing Committee, the Plan shall notify the excused company and servicing companies by June 30th that the LAD Agreement with Excused Companies will terminate as of December 31 of that calendar year.

Exception: ★The above buy-out eligibility requirement and exception procedure are not in effect when the estimated Plan private passenger premium volume is \$2 million or less. Any company with a quota has the option to buy out in LAD.

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If the estimated Plan private passenger premium volume exceeds \$2 million, the Governing Committee shall be guided by the procedure in Section 40.B.7.

9. Reinstatement of Buy-Out Eligibility Requirement

If the buy-out eligibility requirement is reinstated by the Governing Committee in accordance with Section 40.B.7, the Plan shall be guided by the following:

- a. All servicing companies and excused companies shall be notified by June 30th that the buy-out eligibility requirement will be reinstated as of January 1 of the new year.
- b. Former excused companies and new excused companies with private passenger quotas who meet the buy-out eligibility requirement in Section 40.B.8 may buy out from their quotas as of January 1 of the new calendar year.
- c. Current excused companies whose market shares of the Private Passenger Liability Net Direct Written Car Years are equal to or greater than 5% shall be notified in writing by June 30th that their LAD arrangements are terminated as of December 31 and that they should prepare to receive their own private passenger assignments as of December 31 of that calendar year.
- d. Current excused companies and new excused companies with market shares of 5% or greater may apply to the Governing Committee for an exception in accordance with the procedure in Section 40.B.8. ❖

10. Such excused companies shall nonrenew all policies covering private passenger nonfleet automobiles assigned to it by the Plan, which expire on or after August 1, 1997. Not less than 45 days prior to the expiration date of such policies, the excused company shall provide the insured with a letter of nonrenewal.

11. ★The fee to be paid by the excused companies shall be distributed among the servicing companies. The buy-out fee percentage shall be calculated annually in accordance with the following formula:

$$\text{Buy - Out Fee Percentage} = \frac{\left[\left(1.0 + \left(\frac{\text{Service Fee}}{\text{Percentage}} \right) \right) \times \left(\frac{\text{Statewide Indicated Average Premium Per Car}}{\text{Statewide Current Average Premium Per Car}} \right) - \left(\frac{\text{Statewide Current Average Premium Per Car}}{\text{Statewide Current Average Premium Per Car}} \right) \right]}{\text{Statewide Current Average Premium Per Car}}$$

Buy-Out Fee = (Buy-Out Fee Percentage) X (Excused Company Quota Premium)

- a. The buy-out fee percentage shall be evaluated annually as of January 1 of each year utilizing the formula.
- b. The components of the formula shall be defined as follows:
 - (1) Statewide Indicated Average Premium Per Car: This is the indicated average premium per car that should be adequate to cover losses and expenses expected on the policies written during the 12 months begin-

ning with January 1 of each year. This indicated average premium per car is based on the most recent rate indication available.

(2) Statewide Current Average Premium Per Car: This is the premium per car that is paid by the average insured as of January 1 of each year to purchase liability coverage.

- c. The rating methodology used to determine the adequacy/inadequacy of rates in the calculation of the LAD fee will be consistent with the rating methodology used to determine Plan rates.
- d. The service fee percentage factor in the above equation is set at 15% and may be adjusted annually at the start of the new assignment year. The buy-out fee percentage shall never be lower than the service fee percentage. The value of the other components of the formula will be adjusted annually on the basis of the most current rate indication available.

The minimum buy-out fee is 15% or \$500, whichever is greater, and is paid annually. In no event shall the buy-out fee be less than 15%. If the buy-out formula results in a buy-out percentage of less than 15%, the buy-out percentage shall be set at 15%, subject to periodic review by the Governing Committee. However, if the buy-out percentage formula results in a buy-out percentage greater than 15%, the buy-out fee shall be set at the greater amount as determined by the formula.

12. Annually, when the buy-out fee percentage is announced, the excused company may, within 30 days of such announcement, elect to terminate this agreement by providing written notice to the Plan. The effective date of such termination shall coincide with the August quota distribution. The excused company shall be billed at the new annual buy-out rate prorated for the six months coinciding with the February and May quota periods. Without such notice of termination, the agreement shall be deemed renewed for successive terms of one year. ❖

The excused company may terminate this agreement for any successive term (calendar year) by giving written notice to the Plan no later than December 31 prior to the year it elects not to participate in the LAD Procedure.

13. Each calendar year, AIPSO, on behalf of the Kentucky Automobile Insurance Plan, shall calculate, collect, and distribute the estimated buy-out fees in accordance with the provisions of this Section. Subsequent to each calendar year, AIPSO shall review and adjust each company's market share and premium quota to reflect changes in premium assigned and in the voluntary data used to calculate each company's quota. This final calculation of market share and premium quota shall not reflect any change in the components of the buy-out formula for that year.

14. Servicing companies will provide full service for the entire quota of excused companies including that for claims and statistical reporting.

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15. Whenever there is a termination of an excused company, a servicing company shall continue each policy in force under this Section for the remainder of its three-year assignment. The Governing Committee may direct that quota adjustments be accelerated upon termination of a subscriber if it is deemed equitable.

16. In the event a Plan subscriber which is an excused company in accordance with Section 40.B is declared insolvent and owes buy-out fee monies to the servicing companies, the Plan shall pay the servicing companies for such outstanding balance. The amount expended by the Plan for such payment shall be deemed a cost of administration of the Plan and shall be apportioned to subscriber companies as provided in Section 36. The Plan shall be subrogated in the liquidation proceedings to the rights of the servicing companies so paid.

17. Termination of LAD Excused Company Agreement

a. Court Order or Insurance Department Order

In the event proceedings have been initiated in a court of competent jurisdiction to have an insurer declared insolvent and a receiver or liquidator has been appointed by such court, or if the company is the subject of an insurance department order that restricts its ability to write automobile insurance, the excused company's LAD agreement shall be terminated. AIPSO, acting on behalf of the Plan, will remove the excused company from LAD at the start of the next quota quarter.

The excused company's LAD obligation will be subject to true up as of the date of receipt of the order.

b. Any Other Reason

An excused company agreement may be terminated by either the Plan or the excused company in accordance with the terms and conditions stated in the excused company agreement.

c. Termination of Excused Company Agreements

When the procedure of Section 40.B.17.a above is utilized, the existing excused company agreement between the Plan and the excused company is terminated and is subject to the provisions herein.

18. Conflict of Provisions

If a conflict exists between Section 40.B of this Plan and the LAD Agreement with Excused Companies and/or LAD Agreement with Servicing Companies, the provisions of this Plan shall apply.

C. Distribution Restrictions

Distribution shall be made on the basis that any applicant within the foregoing definitions eligible for assignment shall be assigned or reassigned to any company with a quota, subject to the following restrictions:

1. No risk shall be assigned to more than one company.

2. Household Procedure

If automobile insurance coverage is in force on a vehicle owned by a member of the household at the time of application, the applicant shall be assigned to the company providing the existing insurance, provided all of the following requirements are met:

- a. The applicant is eligible under the rules of the Plan.
- b. A copy of the Declarations page for the policy providing automobile insurance coverage for a vehicle owned by a member of the household is submitted with the application.
- c. The company providing the existing insurance for the household is taking assignments.
- d. The limits and coverages requested are available by the assigned household company.
- e. The surplus provisions in paragraph 3 of this subsection are met.

An assignment to any company under the provisions of the household procedure which is contrary to the above provisions shall be returned to the Plan promptly for reassignment.

3. Company Surplus Provision

No insurer whose surplus to policyholders is less than \$1,500,000 shall be assigned a risk requesting or required by law to carry limits of liability in excess of 50/100/10.

4. Companies Without Voluntary Writings

No assignments shall be made to a company which has written no automobile liability insurance other than for Automobile Insurance Plan insureds during the period on which the quotas are based.

D. Quota Adjustment

AIPSO shall adjust the current assignment quota of each company periodically, but not less than quarterly, to reflect the amount of Automobile Insurance Plan premium which was less than or in excess of its proportionate share of the total Automobile Insurance Plan premium. AIPSO shall periodically, but not less than quarterly, notify the Plan of each company's quota adjustment.

Secs. 41–42. RESERVED FOR FUTURE USE

**Sec. 43. COMMERCIAL AUTOMOBILE
INSURANCE PROCEDURE
ADMINISTRATION**

A. CAIP Administration and Servicing Carrier Selection Procedure for 2000 and Prior Years

1. Administration

The Committee shall utilize appropriate resources to audit the records of any servicing carrier relating to the subject matter of the Plan of Operation and may by rule establish what policies, records, books of account, documents, and related material it deems necessary to carry out its functions. Such material shall be provided by the servicing carriers in the form

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and with the frequency reasonably required by the Committee.

2. Servicing Carrier Appointment

- a. Any eligible company (as defined in Section 43.A.3) may request approval to act as a servicing carrier by submitting the prescribed application to the Committee.
- b. The Committee shall approve or disapprove a company's request to be a servicing carrier.
- c. If a sufficient number of companies do not apply to act as servicing carriers, the Committee will then negotiate with companies to act as servicing carriers.
- d. Initially, or whenever there is a need for additional servicing carriers and more eligible companies apply than the number of servicing carriers required, selection will be random, accomplished by a lottery conducted by an impartial person.

3. Servicing Carrier Eligibility

- a. One or more servicing carriers shall be appointed by the Committee.
- b. A servicing carrier must
 - (1) be a multiline automobile insurer; and
 - (2) have a statutory capital and surplus of not less than \$5,000,000; and
 - (3) be licensed to write automobile liability and physical damage insurance for all classes of all other business without restriction. Additionally, the company must have been writing all other automobile business for a minimum period of five years and for a minimum period of three years in this state; and
 - (4) execute the Servicing Carrier Agreement and comply with the provisions of that agreement.

B. CAIP Administration and Servicing Carrier Selection Procedure Subsequent to 2000

1. Administration

The Committee shall utilize appropriate resources to audit the records of any servicing carrier relating to the subject matter of the Plan of Operation and may specify what policies, records, books of account, documents, and related material it deems necessary to carry out its audit functions. Such material shall be provided by the servicing carriers in the form and with the frequency reasonably required by the Committee.

2. Servicing Carrier Appointment

- a. Whenever there is a need for a servicing carrier(s), the Committee shall notify companies subscribing to the Plan of the opportunity to act as a servicing carrier.
- b. Any eligible company (as defined in Section 43.B.4) may request approval to act as a servicing carrier by submitting the prescribed application to the Committee.

- c. The Committee shall approve or disapprove a company's application to act as a servicing carrier in accordance with the eligibility requirements and the selection criteria set forth in Sections 43.B.4 and 43.B.5 and the performance standards set forth in Section 31.
- d. The servicing carrier appointment will be for a specified term not to exceed five years.
- e. The Committee may terminate a servicing carrier at any time during the term for failure to meet the eligibility requirements in Section 43.B.4, the selection criteria in Section 43.B.5 including commitments made during the selection process, or the terms of the Servicing Carrier Agreement, or for failure to comply with the performance standards in Section 31.
- f. At least 12 months prior to the expiration of the term of each servicing carrier, the Committee shall determine the appropriate number of servicing carriers pursuant to Section 43.B.3. If there is a need for the appointment or reappointment of a servicing carrier, the Committee shall then notify companies subscribing to the Plan and invite eligible companies to apply in accordance with this Section, Administration. An existing servicing carrier is not disqualified from reapplying and, if eligible and selected, servicing successive terms. If not reappointed, the Committee shall notify the existing servicing carrier, six months prior to the expiration of the term, to prepare for withdrawal in accordance with Section 43.F.
- g. If a sufficient number of companies do not apply to act as servicing carriers, the Committee may then negotiate with companies to act as servicing carriers.

3. Appropriate Number of Servicing Carriers

The Committee shall appoint a total number of servicing carriers that fall within the ranges that follow:

Written Premium	Servicing Carriers
\$ 0– 20M	2–3
20– 50M	2–4
50– 100M	2–6
100– 150M	2–7
150M+	2–8

M = Million

The Committee may elect to appoint any number of servicing carriers within the range. It is not required that the Committee adopt the highest number in the range. A number of servicing carriers greater than the maximum may be selected if capacity limitations require additional servicing carriers to service the entire premium volume. A number less than the minimum may be selected if conditions are unfavorable to attract a sufficient number of qualified applicants or if premium volume is insufficient to support more than one servicing carrier.

4. Servicing Carrier Eligibility Requirements

A servicing carrier must have the ability to comply with the CAIP performance standards and financial reporting requirements from date appointed until

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such time as all the CAIP business is nonrenewed and all claims settled.

- a. A servicing carrier applicant must
 - (1) be a multiline automobile insurer that is a subscriber to the Plan; and
 - (2) have a statutory capital and surplus of not less than \$25,000,000; and
 - (3) be licensed to write automobile liability and physical damage insurance for all classes of all other business without restriction. Additionally, the company must have been writing all other automobile business in the U.S.A. for a minimum period of five years in the voluntary market and for a minimum period of three years in the voluntary market in this state; and
 - (4) have maintained an A.M. Best's financial rating not less than A- for a continuous three-year period from the most current publication date of an applicant's rating. An applicant not rated by A.M. Best's within the period necessary to comply with this eligibility requirement may demonstrate financial strength through alternative financial rating services at the discretion and satisfaction of the Committee.
- b. The applicant must be willing and able to execute the Servicing Carrier Agreement and comply with its provisions.

5. Servicing Carrier Selection Criteria

Once the applicant has met the eligibility requirements in Section 43.B.4, the members of the Committee (excluding any members that are currently, or are applying to be, servicing carriers in the state, or that may otherwise have a conflict of interest in connection with the selection process) shall evaluate each applicant based on the four selection guidelines set forth below. The applicant(s) that ranks highest overall shall be appointed.

The weight assigned to each item is within the discretion of the Committee based upon the current needs of the CAIP and reasonable business considerations.

- a. Participation in Pooling Mechanism

A servicing carrier should participate in the CAIP operating results. The applicant's participation is measured by its rank in the current edition of **AIPSO Company Rankings, Other Than Private Passenger Nonfleet Liability**. The higher the company's rank, the greater the company's participation in the CAIP. The greater an applicant's participation, the more attractive the applicant is as a servicing carrier.
- b. Financial Rating

The applicant must demonstrate that it has financial strength to meet the ongoing obligations to the CAIP, insureds, claimants, and subscribers of the Plan. The greater an applicant's A.M. Best's financial rating, the more attractive the applicant is as a servicing carrier.
- c. Company Business Plan

Each eligible applicant must submit a comprehensive company business plan which demonstrates that it has, or is willing to establish prior to the commencement of its term, sufficient servicing capacity, facilities, and resources to provide the best possible levels of performance and service in meeting its obligations to the CAIP, the insureds, regulatory authorities, and subscribers. Applicant interviews may be conducted to clarify statements contained in the business plan. Specifications for a company business plan are available from the Plan.

d. Past Performance and Commitment

The applicant must demonstrate its ability, desire, and/or willingness to provide the best possible levels of performance and service in meeting its obligations to the CAIP, the insureds, regulatory authorities, and subscribers to the Plan. Each applicant should include, but is not limited to, providing documents supporting past performance, such as a report from a Plan Manager of a pooling mechanism in which the applicant is currently or formerly was a servicing carrier, complaint/appeal records, current Plan residual market compliance audit(s), and market conduct exams conducted on involuntary market operations (including direct assigned business). Other relevant and pertinent information shall be provided such as length of service as a servicing carrier, explanation of resignations and terminations from other pooling mechanisms, and participation within the involuntary market (assisting committees and regulators by attending meetings or by contributing and formulating solutions to market issues).

C. Alternative Servicing Carrier Appointment Process

At least 18 months prior to the expiration of the term of the current servicing carrier(s), the Governing Committee may participate in a countrywide servicing carrier solicitation and recommendation process (the "Countrywide Process"). The Countrywide Process is in lieu of the selection procedure outlined in Section 43.B and is to occur only in periods of low premium volume for countrywide automobile residual market commercial pooling mechanisms (when market conditions are such that no company may be willing to be appointed without a supplemental fee). This Countrywide Process will include all state automobile insurance residual market mechanisms which choose to participate.

In order to participate in the Countrywide Process, the Governing Committee shall

1. select a representative from among the states with an automobile residual market commercial pooling mechanism that comprise the group of states using AIPSO technical and support services to serve on a countrywide solicitation and recommendation committee (the "Countrywide Committee"). This Countrywide Committee shall be comprised of regional and group representatives from all the state automobile insurance residual market mechanisms participating in the Countrywide Process. Selection of this representative will be accomplished in accordance with guidelines to be agreed upon by the states within the group. Not more than one company in a group of companies under the same management shall serve on the Countrywide Committee at the

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same time. The group of states using AIPSO technical and support services will advise AIPSO in writing of its representative. AIPSO shall be responsible for performing all of the administrative duties necessary to facilitate and support the activities of the Countrywide Committee.

2. receive an informational copy of a Servicing Carrier Request for Proposal (RFP) developed by the Countrywide Committee which shall be distributed to all subscribers to the Plan. The RFP shall include, but shall not be limited to, the following provisions:
 - a. The servicing carrier appointment will be for a specified term not to exceed five years.
 - b. The servicing carrier may be terminated by an individual state Plan governing body for failure to continuously meet certain eligibility and other requirements, including any commitments made by the servicing carrier in response to the RFP, or terms of the Servicing Carrier Agreement or for failure to comply with performance standards established by Plan rules.
 - c. In order to be eligible to apply the servicing carrier must
 - (1) be a multiline automobile insurer that is a subscriber to the Plan; and
 - (2) have a statutory capital and surplus of not less than \$25,000,000; and
 - (3) be licensed to write automobile liability and physical damage insurance for all classes of all other business without restriction. Additionally, the company must have been writing all other automobile business in the U.S.A. for a minimum period of five years in the voluntary market and for a minimum period of three years in the voluntary market of this state; and
 - (4) have maintained an A.M. Best's financial rating not less than A- for a continuous three-year period from the most current publication date of an applicant's rating. An applicant not rated by A.M. Best's within the period necessary to comply with this eligibility requirement may demonstrate financial strength through alternative financial rating services at the discretion and satisfaction of the Countrywide Committee; and
 - (5) be willing and able to execute a Servicing Carrier Agreement with each state Plan and comply with its provisions.
3. receive and review a recommendation from the Countrywide Committee of a servicing carrier, based upon the eligibility standards and selection criteria considered by the Countrywide Committee. The selection criteria to be considered by the Countrywide Committee shall include, but not be limited to, the following:
 - a. Participation in Pooling Mechanism

A servicing carrier should participate in the countrywide automobile residual market commercial pooling mechanism operating results. The applicant's participation is measured by its

rank in the current edition of **AIPSO Company Rankings, Other Than Private Passenger Nonfleet Liability**. The higher the company's rank, the greater the company's participation in countrywide automobile residual market commercial pooling mechanisms. The greater an applicant's participation, the more attractive the applicant is as a servicing carrier.

b. Financial Rating

The applicant must demonstrate that it has financial strength to meet the ongoing obligations to state Plan automobile residual market commercial pooling mechanisms, insureds, claimants, and subscribers of the Plans. The greater an applicant's A.M. Best's financial rating, the more attractive the applicant is as a servicing carrier.

c. Company Business Plan

Each eligible applicant must submit a comprehensive company business plan which demonstrates that it has, or is willing to establish prior to the commencement of its term, sufficient servicing capacity, facilities, and resources to provide the best possible levels of performance and service in meeting its obligations to state Plan automobile insurance residual market pooling mechanisms, insureds, regulatory authorities, and subscribers. Applicant interviews may be conducted to clarify statements contained in the business plan. Specifications for a company business plan are available from the Plan.

d. Past Performance and Commitment

The applicant must demonstrate its ability, desire, and/or willingness to provide the best possible levels of performance and service in meeting its obligations to state Plan automobile insurance residual market pooling mechanisms, the insureds, regulatory authorities, and subscribers to each Plan. Each applicant should include, but is not limited to provide, documents supporting past performance, such as a report from a Plan Manager of a pooling mechanism in which the applicant is currently or formerly was a servicing carrier, complaint/appeal records, current Plan residual market compliance audit(s), or market conduct exams conducted on involuntary market operations (including direct assigned business). Other relevant and pertinent information shall be provided, such as length of service as a servicing carrier, explanation of resignations and terminations from other pooling mechanisms, and participation within the involuntary market (assisting committees and regulators by attending meetings, or by contributing and formulating solutions to market issues).

e. Annual Minimum Fee for Services

The applicant must submit an Annual Minimum Fee for Services for each year of the entire term of the proposed engagement of the servicing carrier for the servicing of all states which choose to participate in the Countrywide Process.

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The Governing Committee may request periodic reports from its representative to the Countrywide Committee regarding the activities of the Countrywide Committee. The Governing Committee retains the right to withdraw from participation in the Countrywide Process at any time.

The Countrywide Committee shall issue its servicing carrier recommendation to the Plan. After issuance of the Countrywide Committee's recommendation, its duties shall end and the Countrywide Committee shall serve no further function or purpose. The Governing Committee shall act upon the recommendation within 60 days and either accept or reject such recommendation in its entirety. If the Governing Committee accepts the recommendation, the selected servicing carrier shall enter into a Servicing Carrier Agreement with the Plan for the specified term and upon the conditions agreed to with the Countrywide Committee in its recommendation.

If the Governing Committee rejects the recommendation, it may then opt out of the Countrywide Process and pursue an alternative process. In addition, in the event the Governing Committee determines that a certain level of state automobile residual market participation is not achieved due to rejection of the Countrywide Committee's recommendation by other states, then the Governing Committee shall not be obligated to continue with the Countrywide Process.

The Governing Committee, as part of the terms and conditions contained in the Servicing Carrier Agreement, is specifically authorized to agree to the payment of an additional fee to the servicing carrier in excess of the servicing carrier allowances as currently provided in Section 43.D. The additional fee will be the difference between (1) the regular servicing carrier allowances paid to the approved servicing carrier countrywide and (2) the minimum fee countrywide for services agreed upon with the approved servicing carrier times the Plan's share percentage. The Plan's share percentage is calculated as follows:

$$\text{Plan's Share Percentage} = \frac{\text{Plan's Total Annual CAIP Written Premium}}{\text{Sum of Annual Written Premium of Commercial Residual Market Pooling Mechanisms of Participating Plans Countrywide}}$$

Further, the additional fee shall be deemed a cost of the CAIP and shall be allocated among Plan member companies in accordance with CAIP procedure participation provisions.

The Governing Committee retains the authority to impose within its Servicing Carrier Agreement any state specific administrative requirements it deems necessary and appropriate, so long as such requirements are not inconsistent with the terms and conditions agreed to by the servicing carrier with the Countrywide Committee. Any such state specific administrative requirements must be communicated to the Plan's representative for inclusion in the servicing carrier RFP.

D. Servicing Carrier Allowances

1. In addition to the direct reimbursement of all actual paid losses, a servicing carrier will be allowed

- a. a percent of liability written premium for administrative expense, other than claim expenses, producer compensation and premium taxes;
- b. for 1990 and prior policy years, a percent of earned premium for loss adjustment expenses (allocated and unallocated for liability, personal injury protection, uninsured motorists, underinsured motorists, and medical payments coverage claims);
- c. for 1991 and subsequent policy years, a percent of earned premium for unallocated liability loss adjustment expenses for liability, personal injury protection, uninsured motorists, underinsured motorists, and medical payments coverage claims;
- d. for 1991 and subsequent policy years, allocated liability claim expenses as defined in the Accounting and Statistical Requirements Manual (actual);
- e. producer compensation (actual);
- f. premium taxes incurred (actual).

The Committee may approve servicing carrier reimbursement in whole or in part for specific extraordinary expenses (not reimbursed under a through f above) incurred in qualifying for, continuing as, or ceasing to be a servicing carrier.

2. The formula for the establishment of the servicing carrier expense allowance is as follows:

$$\text{Servicing Carrier Allowance} = \text{Administrative Expense} + \left[\text{Loss Adjustment Expense} \left(\frac{\text{Actual Loss Ratio}}{\text{Expected Loss Ratio}} \right) \right] + \text{Taxes} + \text{Compensation}$$

- a. For 1991 and Subsequent Policy Years

$$\text{Liability Servicing Carrier Allowance} = \text{Administrative Expense} + \left[\text{Unallocated Liability Loss Adjustment Expense} \left(\frac{\text{Actual Loss Ratio}}{\text{Best's Loss Ratio}} \right) \right] + \text{Allocated Liability Claims Expense} + \text{Taxes} + \text{Compensation}$$

3. The administrative expense ratios to be included in the general formula will be determined as follows:

- a. For 1988, 1989, 1990, 1991, and 1992, the administrative expense allowance shall be 18% applicable to both liability and physical damage written premium. The administrative expense allowance includes provision for the general service fee.
- b. For 1993 and subsequent years, the administrative expense ratio shall equal the latest 3-year average Best's Aggregates and Averages ratio of other acquisition and general expenses

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to written premium increased by a general service fee of five percentage points. The administrative expense ratio shall be calculated separately for liability and physical damage and shall be subject to annual review by the Committee.

4. The loss adjustment expense ratios to be included in the general formula shall be determined as follows:

a. For 1990 and prior policy years, the loss adjustment expense allowance shall be 13.5% applicable to the liability, personal injury protection, uninsured motorists, underinsured motorists, and medical payments coverage earned premium.

b. For 1991 and Subsequent Policy Years

(1) The unallocated liability loss adjustment expense allowance shall be based on the latest three-year average Best's Commercial Automobile Aggregates and Averages liability loss adjustment expense (adjusted to eliminate the allocated loss expenses) applicable to the liability, personal injury protection, uninsured motorists, underinsured motorists, and medical payments coverage earned premium.

(2) The actual CAIP incurred loss ratio for the latest three years of CAIP operation, if credible, will be used for the actual loss ratio element. In the absence of credibility, accepted industry actuarial practices will be applied in determining the actual loss ratio.

(3) The loss adjustment expense is adjusted by the ratio of the actual loss ratio to the Best's loss ratio subject to a maximum actual loss ratio of 150% and a minimum actual loss ratio of 50%.

5. The servicing carrier allowances shall be subject to an annual review by the Committee.

E. Account Information

All subscribers to the Plan shall make account information for eligible applicants (including experience) available to servicing carriers.

F. Servicing Carrier Withdrawal or Termination

1. In the event that an insurer who is (or formerly was) operating as a servicing carrier exercises its option to withdraw or is terminated as a servicing carrier, in accordance with the provisions of the Servicing Carrier Agreement, the servicing carrier shall be permitted to nonrenew its CAIP policies at expiration by giving at least 60 days' notice of nonrenewal to the insured and producer of record prior to the next annual policy expiration date, and

2. The withdrawing servicing carrier shall submit a claims handling plan, to include current claims handling methods and procedures, with its letter of resignation. A terminated servicing carrier shall submit a claims handling plan 60 days prior to the date of termination or as directed by the Governing Committee. The claims handling plan must include detailed explanations of each of the following:

- a. Any management or organizational changes planned or anticipated that will impact the handling of CAIP claims
- b. Plans for relocating claims servicing offices
- c. Planned or anticipated changes to methods and standards for handling claims
- d. Goals/objectives/timetables for reducing number of open claims
- e. Planned or anticipated change to the method of handling litigation, e.g., utilizing outside counsel versus house counsel or utilizing outside claims personnel in place of inside referral

The Plan Governing Committee must approve the claims handling plan and any subsequent changes thereto.

3. The servicing carrier must immediately advise the Governing Committee in writing and in advance of any change to its claims handling plan specifically relating to items 2.a, b, c, d, and e above and all other substantive changes to their operation and claims handling plan as submitted to the Governing Committee.

4. The servicing carrier shall provide the Plan with loss statements, by policy year, at the time of its resignation, termination, or insolvency and on a quarterly basis thereafter or until such time as the Governing Committee deems the statements are no longer necessary. Loss statements must be received at the same time as CAIP Quarterly Summary Control reports and include the following minimal loss detail:

- a. Claim number
- b. Policy number
- c. Policy year
- d. Accident year
- e. Adjusting office
- f. Insured name
- g. Date of loss
- h. Amount of loss—incurred/paid/reserved
- i. Historical company loss trend and development factors for a minimum of the most recent five years

5. The submitted data will be evaluated for trends that may require further review. A final report containing the findings of the evaluation will be presented to the Governing Committee on a frequency agreed to by both parties. If questionable or adverse trends are found in the outstanding loss detail provided, the Governing Committee may consider the following options:

- a. Request a full claims audit.
- b. Request reimbursement of improper claims payments.
- c. Require servicing carrier to pay for subsequent special audits.
- d. Reassign open claims at the servicing carrier's expense, but not to exceed the loss adjustment

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expense (LAE) allowance paid for all open policy years combined.

6. Claim Reassignment Procedure

The servicing carrier has received a claim service fee which contemplated its bringing the claims to proper conclusion, therefore

- a. if the servicing carrier is meeting and is expected to continue to meet reasonable claim handling standards, it should continue the handling of its files to a conclusion;
- b. if the servicing carrier has not met reasonable claim standards, or refuses or is unable to further handle the claims, the Plan Governing Committee should consider the following:
 - (1) Allow the servicing carrier to handle to a conclusion all outstanding claims reported to the servicing carrier prior to its withdrawal or termination. All subsequently reported claims will be reassigned by the Plan Governing Committee.
 - (2) The servicing carrier will retain only suit files where competent counsel is handling and the servicing carrier is meeting reasonable standards. All other claims will be reassigned by the Plan Governing Committee.
 - (3) Place settlement authority limitations on all claims until reassignment by the Plan Governing Committee. Final settlement authority, until reassignment, is to be vested with the Plan Governing Committee.
 - (4) Unless contrary to or prohibited by law, return all the claim files and notices to the Plan Governing Committee for reassignment as the Plan Governing Committee directs.

Unless otherwise directed, the servicing carrier shall service to a conclusion all claims (including pending, late reported, and reopened) that occurred prior to the renewal, transfer, or termination of the particular policy involved, subsequent to the effective date of the withdrawal or termination.

The servicing carrier will be subject to all Plan provisions, contractual obligations, and Plan directives until

- all claims are closed by payment, closed without payment, or otherwise; or
- a date to discontinue service is determined.

Reassignment of claims should be made to one entity, if practical, or to as limited a number of entities as possible.

If more than one entity is required, the distribution will be under the direction of the Plan Governing Committee or its designate.

7. Statistical and Accounting Consideration

The records of all reassigned claims indemnity payments and expenses incurred must, among other required information, be kept statistically separated.

The statistical and any other agency must be notified of the withdrawals and reassignments.

G. Servicing Carrier Insolvency

1. Upon receipt of notice of insolvency, or if the Plan Governing Committee finds it necessary to terminate a servicing carrier for financial reasons, the Plan Governing Committee may request a claim review of open claims files.

The claim review will enable the Plan Governing Committee to

- a. select the appropriate option for further handling of claims,
 - b. determine the level of work completed on the files,
 - c. estimate future adjustment expense needed for completion of claim file work.
2. The files will be subject to periodic review by the Plan Governing Committee or its designate. If a review indicates the servicing carrier fails to meet reasonable claim handling standards, the Plan Governing Committee may then consider other options included but not limited to those in Section 43.F. Servicing Carrier Withdrawal or Termination.

**Sec. 44. COMMERCIAL AUTOMOBILE
INSURANCE PROCEDURE
PARTICIPATION PROVISIONS**

A. All Other Liability Writers

For the purpose of participation in the premiums, losses, and expenses of the Commercial Automobile Insurance Procedure as outlined in Section 44.B, Voluntary All Other Automobile Liability Net Direct Written premiums, shall be defined as follows:

“Voluntary All Other Automobile Liability Net Direct Written premiums” written by the company in the state shall be the automobile liability and personal injury protection premiums included on the Exhibit of Premiums and Losses of the company’s Annual Statement for the calendar year ending December 31 of the second prior year minus premium for the following classes:

1. Total private passenger nonfleet automobile bodily injury and property damage liability, medical payments, uninsured motorists, and personal injury protection voluntary premium
2. Miscellaneous nonfleet liability premiums
3. Total Automobile Insurance Plan premiums (including CAIP direct written premiums of servicing carriers) written
4. Premiums for death and disability coverage

Such premium shall be gross direct premiums, including policy and membership fees less return premium and premiums 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.

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B. Member Company Participation

1. For the purpose of participation in the premiums, losses, and expenses there shall be one class of business:

All other automobile liability

At the end of each fiscal period, profit or loss for such class of business shall be determined separately for each policy year. A policy year shall include all policies written to be effective during a calendar year. Profit shall be credited or distributed to each subscriber and loss shall be charged against each subscriber in the proportion of the subscriber's Voluntary All Other Automobile Liability Net Direct Written premiums to the comparable direct written statewide totals for all subscribers for the calendar year ending December 31 of the second prior year.

Any CAIP all other physical damage experience will be combined with CAIP all other automobile liability experience for the purpose of participation.

In the event automobile personal injury protection coverage is not offered by the Plan in a state where CAIP is in effect, any CAIP all other automobile personal injury protection experience for out-of-state garaged risks will be combined with CAIP all other automobile bodily injury experience for the purpose of participation.

2. Each subscriber shall be liable for all other costs or expenses not chargeable to the allocated experience of any class of business in the same proportion as described in B.1 above.
3. Voluntary all other data necessary to comply with the foregoing participation procedures shall be reported to AIPSO in the same manner as described under Section 46.A.
4. For the purpose of such participation as described above, Voluntary All Other Automobile Liability Net Direct Written premiums required to calculate participation ratios shall be as defined in Section 44.A above.

C. Responsibilities of the Central Processor

AIPSO, as Central Processor, will receive all accounting data from the servicing carrier, balance, review, and distribute this data to all member companies in accordance with their participation.

The details of this system are in the Accounting and Statistical Requirements Manual.

Sec. 45. RESERVED FOR FUTURE USE

Sec. 46. GENERAL PROVISIONS

A. Reporting of Statistical Data

1. Distribution Data

All of the data necessary to comply with the foregoing distribution procedures shall be reported to AIPSO by each company subscribing to this Plan 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 Automobile Insurance Plan experience and voluntary private passenger nonfleet and other than private passenger net direct automobile data in accordance with the annual AIPSO statistical program.

If a subscriber company fails to report its data in accordance with the annual AIPSO statistical program requirements, or if in the reasonable judgment of the statistical agent and AIPSO, the data the subscriber company reports is inaccurate, the statistical agent designated by the subscriber company shall estimate the data. In such instances, the statistical agent is authorized to estimate the data and release it to AIPSO. It is the responsibility of the subscriber company to provide the statistical agent with corrected or appropriate data. Upon receipt of the corrected or appropriate data from the subscriber company, the statistical agent will resubmit the data to AIPSO in accordance with Plan rules. Any subscriber company whose data has been estimated and who does not materially comply with data correction procedures contained herein shall be referred to the Governing Committee for remedial action and, if deemed necessary, the Executive Director of the Office of Insurance.

2. Corrections to Quota/Participation Data

Corrections and adjustments to a given calendar year's voluntary base data will be accepted for a period of 2½ years from the close of the calendar year.

Corrections and adjustments to a given calendar year's Automobile Insurance Plan premium data will be accepted for a period of 1½ years from the close of the calendar year.

Note: For example, companies may submit corrections to calendar year 1992 voluntary base data until June 30, 1995. Corrections to calendar year 1992 Automobile Insurance Plan premium data may be submitted by companies until June 30, 1994.

B. Assignments

1. Assignment Exceptions

Unless the Plan is amended accordingly there shall be no exceptions to the type or class of risks assigned to a company other than as provided in this subsection nor shall there be any agreement with a company to refrain from assigning risks in any territory or area of the state.

2. Assignment Suspensions

Assignments to a company may not be suspended for any period of time, for any reason, without the knowledge and concurrence of the Committee. All subscribers shall be promptly notified of such action.

C. Mergers or Consolidation of Companies

In the event a company is merged with another company or there is a consolidation of companies, the continuing company shall receive the assignments and assessments of the company merged or consolidated until the quota of such merged or consolidated company, as established by its writings prior to such merger or consolidation, has been filled. In addition, the continuing company shall be responsible for the CAIP participation of

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the merged or consolidated company for CAIP policy year experience up to a maximum of 11 years. However, the continuing company may be relieved from such obligations if another company has agreed, in a manner satisfactory to the Committee, to assume such obligations.

D. Company Groups

Company groups under the same ownership may elect to be treated as one company to receive assignments, assessments, and CAIP participation.

E. Companies Discontinuing Writing or No Longer Licensed

1. Companies Discontinuing Writing Automobile Liability In the State

In the event a company discontinues writing automobile liability insurance in this state but retains its license to write such business, it shall continue to pay assessments and receive assignments until its quota(s) established by its writing prior to discontinuance of business has been filled; provided, however, that if the automobile liability business of a company discontinuing the writing of automobile liability insurance in this state has been purchased by, transferred to, or reinsured by another company, the latter shall receive the assignments and assessments of the former until the quota(s) of the former as established by its writings prior to such transfer has been filled, unless another company has agreed, in a manner satisfactory to the Committee, to assume such obligations.

In the event the discontinuing writer is unable to fulfill its outstanding quota obligation as provided above, the company shall settle its cumulative unfulfilled quota obligation with the Plan in accordance with Section 46.E.2.b.

2. Assignments to Companies No Longer Licensed in the State

a. A company that is no longer licensed to write automobile insurance in this state should have its Automobile Insurance Plan business treated in the same manner as its voluntary business and should not receive new assignments.

The run-off of existing business should be conducted in an orderly manner with policies non-renewed upon the next policy anniversary date.

A company that elects to surrender its license or has its license to do business in the state revoked must comply with the following requirements:

(1) Surrender of License

If a company elects to leave this state by surrender of its license to write automobile insurance, it must submit to the Committee, as a condition precedent to license surrender, an acceptable plan that will

(a) dispose of its quota of assignments established by its voluntary writings, including settlement of any outstanding quota obligation as provided in Section 46.E.2.b, and

(b) provide for the handling of its outstanding assigned risk policies, including payment of claims, by appropriate reinsurance agreements and/or financial arrangements.

(2) Revocation of License

In the event a company's license to do business in this state is revoked by the Commissioner, Department of Insurance pursuant to Kentucky insurance law, the company shall have an obligation to submit to the Committee an acceptable plan that will

(a) dispose of its quota of assignments established by its voluntary writings, including settlement of any outstanding quota obligation as provided in Section 46.E.2.b, and

(b) provide for the handling of its outstanding assigned risk policies, including payment of claims, by appropriate reinsurance agreements and/or financial arrangements.

b. Buy-Out Procedure

Companies unable to fulfill their cumulative assignment quota obligation through a LAD arrangement or by grouping with an affiliated company shall request a buy-out of their outstanding quota obligation with the Plan. Such buy-out provision applies to the following:

- Companies that have discontinued writing auto insurance liability in the state but remain licensed, including LAD servicing companies
- Companies who are surrendering or have surrendered their license to write automobile insurance in this state
- Companies whose license to do business in the state has been or is being revoked by the Commissioner, Department of Insurance

The company must submit a written request to the Committee asking for approval to buy out. The request must include the company's Voluntary Private Passenger Nonfleet (PPNF) Liability Net Direct Written Car Years by calendar year, beginning with the second calendar year preceding the date of the written request and continuing forward as necessary for each successive year until all vehicles have been run off. The Committee may grant or deny a request to buy out for any circumstances warranted for the benefit of the Plan.

Once approved by the Committee, the company shall pay a cash settlement of its obligation. This is a one-time cash settlement and shall include the current quota year's obligation as well as the projected future quota years of obligation, based upon the private passenger nonfleet vehicles provided by the company. The formula for establishing the cash settlement is:

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Cash
Settlement =
(\$)

$$\left[\left(\begin{array}{l} \text{Company's} \\ \text{Current} \\ \text{Year} \\ \text{Basic Quota} \\ \text{Ratio} \end{array} \times \begin{array}{l} \text{Company's} \\ \text{Future} \\ \text{Year} \\ \text{Adjustment} \\ \text{Factor} \end{array} \times \begin{array}{l} \text{Statewide} \\ \text{Estimated} \\ \text{AIP} \\ \text{Premium} \end{array} \right) - \begin{array}{l} \text{Company's} \\ \text{Over/Under} \\ \text{Assignment} \\ \text{As of Last} \\ \text{Finalized Year} \end{array} - \begin{array}{l} \text{Company's AIP} \\ \text{Fulfillment Premium} \\ \text{for All Years} \\ \text{Subsequent to} \\ \text{Last Finalized Year}^* \end{array} \right] \times \text{Buy - Out Fee Percentage}$$

In no event shall the total cash settlement for all years of obligation be less than the minimum settlement fee due the Plan as approved by the Committee. Any over assigned position remaining after fulfillment of the current and future years of obligation shall be brought to zero.

The cash settlement is final and is not subject to true-up based on changes to company data, statewide data, or the buy-out fee percentage, unless so authorized by the Committee.

For purposes of the cash settlement calculation, the company's future year adjustment factor is determined as follows:

$$1 + \left(\frac{\text{Company's Combined PPNF Liability Net Direct Written Car Years for All Years Subsequent to the Current Quota Year}^{**}}{\text{Company's PPNF Liability Net Direct Written Car Years for the Current Quota Year}} \right)$$

For purposes of the cash settlement calculation, the buy-out fee percentage shall be calculated when requested in accordance with the following formula:

$$\text{Buy - Out Fee Percentage} = \frac{\left(\begin{array}{l} 1.0 + \\ \text{Administrative} \\ \text{Fee}^{***} \end{array} \right) \times \begin{array}{l} \text{Statewide Estimated} \\ \text{Loss and Expense} \\ \text{Per Car (Statewide} \\ \text{Indicated Average} \\ \text{Premium)} \end{array} - \begin{array}{l} \text{Statewide} \\ \text{Current} \\ \text{Average} \\ \text{Premium} \\ \text{Per Car} \end{array}}{\text{Statewide Current Average Premium Per Car}}$$

* Includes the net of actual AIP fulfillment premium written since the last finalized quota year plus any projected AIP fulfillment premium, including negative run-off premium

** Includes actual car years, projected car years, or a combination of both

*** Administrative fee is 0.15

In no event will application of the formula result in a buy-out fee percentage that is less than the administrative fee.

Any company that agrees to the cash settlement but fails to remit payment shall be referred to the Governing Committee for remedial action.

When all companies in a group are under the same ownership and management or a group elects to be treated as a single company and a company in the group is no longer licensed, the company no longer

licensed shall make provisions for its quota of assignments as outlined in Section 46.E.2.

3. CAIP Participation of Companies Discontinuing Writing or No Longer Licensed to Write in the State

A company that is discontinuing writing or that is no longer licensed to write automobile insurance in this state will participate in the operating results of CAIP for those policy years for which the company reported two years prior voluntary base data. Such companies will participate for each policy year of CAIP experience to a maximum of 11 years.

When all companies in a group are under the same ownership and management or a group elects to be treated as a single company, and a company in the group discontinues writing or is no longer licensed, the remaining licensed companies shall not adjust voluntary base data to exclude voluntary all other premium of the company no longer licensed. Any CAIP participation statements for the company that has discontinued writing or is no longer licensed shall be the responsibility of the remaining companies in the group. When a company is no longer licensed during a calendar year, it shall be considered a member of the group for the year.

F. Companies in Financial Difficulty

1. New assignments may be suspended when a legal directive of suspension is issued by an Executive Director of the Office of Insurance and is authorized and valid under the rules of the Plan or applicable laws of the state, confirmed by legal opinion and by vote of the Committee.
2. The company may be relieved of its obligation to renew existing policies at expiration when a legal directive of suspension is issued by an Executive Director of the Office of Insurance and is authorized and valid under the rules of the Plan or applicable laws of the state, confirmed by legal opinion and by vote of the Committee.
3. The company's quota upon resuming the writing of insurance will reflect the assignments it would have received and the renewal policies it would have issued, during the period of suspension. The required assignment adjustment shall be spread over a period of years as determined by the Committee, but in no event shall the period of adjustment be less than three years. After the agreed period of adjustment, normal adjustment will be resumed, or, at the request of the company, the limitation may be continued after approval by the Committee.

G. Negotiation of Settlement of Balances with Companies in Rehabilitation

On behalf of the Plan, AIPSO shall negotiate the best offer or settlement of balances due for AIPSO and Plan assessments and CAIP participation and shall protect the financial interest of the Plan. Any offer or settlement for the Plan or CAIP in excess of \$10,000 shall be ratified by the Governing Committee.

Sec. 47. RATE DETERMINATION

A. General Provisions

1. All risks placed through the Plan shall be subject to the rules, rates, surcharges, minimum premiums,

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and classifications filed by the Plan on behalf of all subscribing companies.

2. For the purposes of such filings, each company subscribing to the Plan authorizes the Executive Director of the Office of Insurance to accept such filings on its behalf.
3. All of the statistical data required to develop the appropriate rates shall be furnished to AIPSO by each company subscribing to this Plan or by a statistical agency designated by such company.

B. Resident and Nonresident Rate Determination

For the purposes of this Section, the word "Plan" shall mean any automobile residual mechanism having a separate residual market rate.

This does not include

Massachusetts Commonwealth Automobile Reinsurers
Maryland Automobile Insurance Fund
North Carolina Reinsurance Facility
State of Principal Garaging—Plan State

Bodily injury, property damage, medical payments, and personal injury protection coverages shall be afforded as follows:

A vehicle principally garaged in another state shall be subject to the rates, additional charges, rating rules, and policy forms applicable under the Plan of the state of principal garaging, and such applicants shall be assigned to companies licensed to write and writing automobile liability insurance in that state.

1. State of Principal of Garaging—Non-Plan State

Bodily injury, property damage, medical payments, and personal injury protection coverages shall be afforded as follows:

When a vehicle is principally garaged in another state which does not provide rules, rates, and coverage forms to afford insurance under an Automobile Insurance Plan, such risks shall be subject to whichever of the following will produce the higher dollar amount:

- a. the rates applicable to the territory in the state as shown on the address indicated on the registration, and otherwise subject to all of the provisions of this Plan, or
- b. the rules, rates, minimum premiums, classifications in force, and rating plans applicable to the insurer for voluntary business in the state and territory where the vehicle is principally garaged, and otherwise subject to all of the provisions of this Plan.

C. Surcharge for Extra Hazardous Risks

If the hazard of an applicant or insured is determined to be greater than that contemplated by the rate normally applicable, the company shall supply the Kentucky Automobile Insurance Plan with a recommendation for the additional charge along with the necessary information for the determination of the increase in such rate. The Plan shall submit this recommendation to AIPSO for determination of the additional charge due to the exposure of the risk. AIPSO will advise the Plan which will in turn notify the company. If an objection is not received from the

company within 15 days, the Plan will be in a position to submit a filing to the Kentucky Office of Insurance for approval. On receipt of written approval from the Office of Insurance, the company will be so informed that the additional charge is in order. An approved increase in such rate shall be deemed to include any applicable additional charges.

Sec. 48. RESERVED FOR FUTURE USE

Sec. 49. RIGHT OF APPEAL

The Committee may hear any appeal from an applicant, insured, producer, or insurer on a matter pertaining to the proper administration of the Plan. Each Notice of Cancellation or denial of insurance under the provisions of the Plan shall contain or be accompanied by a statement that the insured or applicant has a right of appeal to the Committee. The action of the Committee may be appealed to the Executive Director of the Office of Insurance of the state.

The Plan shall promptly notify the company, the insured or applicant, and the producer of record, of the disposition of the appeal, which notification in the case of refusal to sustain a cancellation shall include notice that, upon payment of the deposit premium to the company, a policy or binder will be issued.

An appeal shall not operate as a stay of cancellation, provided, however, that if either the Committee or the Executive Director of the Office of Insurance refuses to sustain the cancellation, the company which issued the policy or binder shall, within two working days after receipt of the deposit premium, provided such deposit premium is received within 30 days after determination of the appeal, issue a new policy or binder effective for a period of one year from the date of issuance of such new policy or binder. The balance of the premium shall be payable as provided in Personal Automobile Part—Section 6 and Commercial Automobile Part—Section 22.

Sec. 50. INDEMNIFICATION

The Plan shall indemnify each individual or insurer against any and all losses, damages, judgements, interest, settlements, fines, court costs, and other reasonable costs and expenses, including attorney's fees, and any other liabilities (hereafter, "liability") incurred by, imposed upon, or suffered by such individual or insurer in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened (hereafter, "claim") arising out of and in connection with the performance of duties on any committee or on the Governing Committee of the Plan or predecessor organization or arising out of and in connection with the performance of duties as an officer or employee of the Plan or predecessor organization, provided such individual or insurer

- A. acted in good faith;
- B. reasonably believed the performance of duties was in accordance with the objectives of the Plan;
- C. had no reasonable cause to believe the performance of duties was improper or illegal; and
- D. shall have promptly notified the Plan of any claim in writing at its main office.

Indemnification as described in this Section shall be provided whether or not the individual or the insurer is still serving on

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the Governing Committee or on any committee of the Plan or is still an officer or employee of the Plan at the time of the commencement of any claim, and whether or not any possible liability is incurred through the performance of duties prior to the adoption of this Section.

Whenever an individual or insurer seeks indemnification under this Section, entitlement to indemnification shall be determined by the Governing Committee which shall also determine the time and manner of indemnification including reimbursement with interest.

The Plan may elect to defend, pay, or otherwise dispose of any claims, at its own cost, and will promptly advise the individual or insurer seeking indemnification whether it so elects.

The cost of fulfilling the Plan's obligations under this Section shall be a cost of administration as provided in Section 36.

Sec. 51. PRODUCER REGISTRATION TO ACCESS THE ELECTRONIC APPLICATION SUBMISSION INTERFACE (EASI)

Producers licensed to transact automobile insurance in Kentucky must be registered to access EASI which is available for private passenger and commercial/truckers applications. A producer cannot access EASI unless registered with the Plan.

A registration identification code may be obtained by completing an Application for Registration to Access the Electronic Application Submission Interface (EASI). The application may be obtained by contacting the Plan Office or in electronic format by accessing www.aipso.com/PlanSites/Kentucky.aspx. The completed application accompanied by a copy of a valid producer's license must be submitted to the Plan by mail or by facsimile (502) 327-0851.

Only producers registered with the Plan may access EASI. Each producer will be provided with the rules and prescribed procedures for EASI.

Within five working days following receipt of the application, the Manager will approve any application that meets all requirements. However, a producer whose privilege to use EASI has been revoked or suspended shall be subject to the following exceptions:

- A. A producer whose access to EASI has been revoked shall not be eligible to reapply for registration until one year following the effective date of revocation. All outstanding violations must be resolved prior to reapplication for registration.
- B. If a producer's access to EASI has been suspended, the producer's access to EASI shall automatically be reinstated effective the day following the termination date of the suspension provided all outstanding violations have been resolved.

A copy of all producer licenses shall be submitted to the Manager within 60 days of the renewal date.

Sec. 52. ALTERNATE PRIVATE PASSENGER APPLICATION SUBMISSION PROCEDURES

The Electronic Application Submission Interface (EASI), authorized by the Kentucky Automobile Insurance Plan, provides an electronic private passenger application form for completion and transmittal to the Plan Office. In the event EASI is not available, producers must submit applications in accordance with the Alternate Application Submission Procedures.

For information and instructions related to the use of the Alternate Application Submission Procedures, please contact the Kentucky Automobile Insurance Plan.

A. Producer Access to Alternate Application Submission Procedures

Producers who are licensed to transact automobile insurance in Kentucky and who are registered with the Plan to access EASI in accordance with Section 51 may utilize the Alternate Application Submission Procedures in accordance with the procedures developed and authorized by the Plan.

Access to the Alternate Application Submission Procedures shall not be construed as constituting the producer as an agent of the Plan or any company or servicing company to which an applicant is assigned. In all transactions between the applicant and the Plan, the producer shall be deemed to be the agent of the applicant and not the agent of the Plan.

B. Availability of Applications

In addition to the Plan manuals and forms that are currently available on the Kentucky Plan website at www.aipso.com/PlanSites/Kentucky.aspx, the private passenger application will be available for downloading for use when submitting applications in accordance with the Alternate Application Submission Procedures.

The Plan will also maintain a plain paper version of the private passenger EASI application. Producers may contact the Plan to obtain paper copies of the plain paper private passenger application for use with the Alternate Application Submission Procedures. To ensure submission of the most recent edition of an application, producers must periodically update any plain paper application retained for use with this procedure.

C. Effecting Coverage

1. Original Application

Upon receipt of the original application for insurance properly completed and the deposit specified in Section 6, and if the application form shows that the applicant is eligible for coverage, the Plan shall designate a company to which the applicant shall be assigned and shall so advise the producer of record and shall state in such notice the date when the coverage shall become effective.

In no event shall coverage become effective

- a. prior to the time shown on the application;
- b. unless the application includes the following:
 - (1) The name and address of the applicant
 - (2) Complete vehicle information including VIN

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- (3) A completed Coverage section
 - (4) The signatures of the applicant and the producer
 - c. unless the required deposit premium is submitted with the application.
2. Applications Submitted Via the United States Postal Service

- a. Coverage shall become effective at 12:01 A.M. on the day following the date of mailing of the application to the Plan as shown by the postmark on the mailed envelope. If the postmark is not legible, or if the mailed envelope is stamped by meter and does not contain a postmark, the coverage will be effective at 12:01 A.M. on the day following receipt by the Plan Office.

Note: For the purposes of this Section, the postmark date that is to be recognized by the Plan shall be the postmark of the United States Postal Service. A metered mail postmark, electronic stamp, or other postage service or stamp shall not be considered a postmark of the United States Postal Service for the purpose of effecting coverage in accordance with this Section.

- b. Should the applicant require that the coverage applied for become effective at the time of application, the producer of record shall indicate the time and date when coverage is required. The coverages and limits for which the applicant is applying shall become effective as of the time the application is completed.

The producer of record and the applicant shall certify in the application the date (day, month, and year) and the time (hour, A.M. or P.M.) that the application was written.

The producer of record shall forward to the Plan Office, no later than the first working day after the application is written, an original and one copy of such application and shall supply the applicant with a copy of such application duly executed by the producer. The date of forwarding of the application to the Plan shall be deemed to be the date of postmark on the mailed envelope. For the purpose of this paragraph, the postmark date shall be interpreted as provided in paragraph C.2.

In the event that the producer of record fails to forward to the Plan the application as provided in the section b, coverage shall become effective at 12:01 A.M. on the day following receipt of the paper application and the deposit premium by the Plan Office.

The producer of record shall maintain appropriate records of all risks for which he or she has designated the time and date of coverage and agrees that he or she will permit inspection or photocopying of such office records by the Plan or by a company representative. The inspection or photocopying will be limited to situations where the date or hour of coverage is in question due to the occurrence of an accident or

claim arising under the policy issued under this Section.

- c. If the applicant does not desire coverage until a later date, not to exceed 30 days from the date of application, or in the event there is in force a policy terminating at a date later than the date which would be fixed pursuant to this Section, the applicant shall indicate such date in the application and the Plan shall fix the date when the coverage becomes effective at 12:01 A.M. on the desired date of coverage.

3. Applications Hand Delivered to the Plan Office

If the application is hand delivered to the Plan Office (including delivery by means of overnight mail, courier, or other delivery service), the effective date of coverage under the Plan shall be determined as follows:

- a. the time the application was completed and executed, if so requested, provided the application is hand delivered to the Plan Office no later than one working day after it is completed and executed, or
- b. at 12:01 A.M. on the day following receipt of the application in the Plan Office, if the application is not hand delivered within one working day after it is completed, or
- c. if the applicant does not desire coverage until a later date, not to exceed 30 days from the date of application, the applicant shall indicate such date in his application and the Plan shall fix the date when coverage becomes effective at 12:01 A.M. on the desired date of coverage, or
- d. in the event there is an in-force policy terminating at a date later than the date which would be fixed per this Section, the applicant shall indicate such date in his application and the Plan shall fix the date when coverage becomes effective at 12:01 A.M. on the termination date of coverage of the in-force policy.

The producer of record shall maintain appropriate records of all risks for which he has designated the time and date of coverage and agrees to permit inspection or photocopying of such office records by the Plan or a company representative.

4. Producer Submission of Application to Plan

The producer of record shall forward the original paper application bearing the original signatures of the applicant and producer and one copy, the deposit payment, and any supporting documentation to the Plan Office no later than the first working day after completion of the application. The producer shall supply the applicant with a copy of the application.

D. Plan Procedures and Performance Standards

Except as otherwise indicated, applications completed in accordance with this Section are subject to the Plan procedures and company and producer performance standards contained in the Kentucky Automobile Insurance Plan.

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The rules, classifications, territories, rates, and additional charges applicable to automobile risks insured in accordance with the provisions of the Kentucky Automobile Insurance Plan are contained herein.

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KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

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GENERAL RULES CHAPTER

Rule 1. PREMIUM DEVELOPMENT

- A. Determine the applicable premium from the Premium Development Rule in the appropriate chapter of this Manual.
 - B. Determine the appropriate chapter of the Manual in accordance with the following:
 - 1. All personal auto exposures are rated under the Private Passenger Chapter of the Manual.
 - 2. All other exposures are rated under the Commercial Auto Chapters of the Manual.
- EXCEPTIONS:
- 1. Business use private passenger autos are rated under the Private Passenger Chapter.
 - 2. All named nonowner policies are rated under the Private Passenger Chapter.
 - 3. All motor homes are rated under the Private Passenger Chapter.
- C. If the rating procedure for an exposure is not provided in the Manual, refer to Rule 2.

Rule 2. CLASSIFICATION OF RISKS NOT SPECIFICALLY INCLUDED IN THIS MANUAL

The Plan Introduction states that the Kentucky Automobile Insurance Plan is to provide automobile insurance coverage to eligible risks who are unable to obtain such coverage through the voluntary market. If rules and rates for eligible autos are not specifically included in this Manual, upon assignment, the assigned company/servicing carrier will forward a request for an individual risk submission filing to the Plan for rules and rates by completing an Individual Risk Submission Application. The Plan will make an individual risk submission with the Kentucky Department of Insurance.

Note: If the hazard of an applicant or insured is determined to be greater than that contemplated by the rate normally applicable, refer to the Rate Determination Section of the Plan.

Rule 3. ADDITIONAL CHARGES

- A. Additional charges are applicable to all risks.
- B. Apply additional charges on the basis of penalty points accumulated during the experience period to the premiums for
 - 1. bodily injury and property damage liability coverage;
 - 2. medical payments coverage;
 - 3. personal injury protection.
- C. **Experience Period**
 The experience period is the 36 months immediately preceding the date of application for assignment and, in the case of renewal, during the 36 months immediately preceding the effective date of the renewal policy.

- D. Assign penalty points for
 - 1. each accident involving the applicant, named insured or any other person who usually operates the auto(s);
 - 2. each conviction involving the applicant, named insured or any other person who usually operates the auto(s);
 - 3. inexperienced operators (see paragraph G.3).
- E. For the purpose of this Rule, the term “usually operates” and “usually drives” includes a driver who is contemplated, planned, or expected.
- F. **Rules of Application**
 - 1. Assign all penalty points for all operators on a cumulative basis.
 - 2. For an incident involving more than one conviction, assign only the penalty point value for the conviction with the highest penalty point value.
 - 3. Penalty points shall not be added or deleted midterm to reflect the addition or deletion of drivers during the policy term.
 - 4. Penalty points applicable to other than private passenger risks for accidents incurred by drivers no longer employed by a risk shall continue to apply.
 - 5. ★Auto Dealers
 - a. Auto Dealer Liability❖
 For each Class I or Class II operator with chargeable accidents or convictions, increase the corresponding rating unit(s) by the penalty points applicable to that operator. For example, an active partner with two chargeable accidents would generate 1.50 rating units.
 - b. Auto Furnished to Other than Class I or Class II Operators
 Penalty points shall be assigned on a per auto, per driver basis. Penalty points shall be applied first to the highest rated auto and successively to the next highest rated autos equal to the number of operators subject to penalty points.
 - 6. ★Service Operations❖
 - a. Nonowned Auto Liability
 Penalty points are NOT applicable to the nonowned liability premium.
 - b. Owned or Hired Autos and Registration Plates Not Issued for a Specific Auto
 Penalty points shall be assigned on a per auto/plate, per driver basis. Penalty points shall be assigned first to the highest rated auto/plate and successively to the next highest rated auto/plate equal to the number of operators subject to penalty points.
 - 7. Fast Food Delivery Risks
 For fast food delivery risks with chargeable accidents or convictions, increase the corresponding hours worked by the penalty point factor applicable to that operator before determination of the average

GENERAL RULES

number of employees per day. For example, an employee working four hours a day with a conviction of driving 10 miles over the speed limit would generate 5.30 hours per day.

8. Single Auto Risks

For all other single auto risks, apply all penalty points to the auto, subject to a maximum additional charge factor of 5.00.

9. Multiauto Risks

- a. Risks comprised of a single tractor/trailer combined unit are not to be considered multiauto risks for the purpose of this Rule.
- b. The term "auto" includes trailers for the purposes of this Rule.
- c. Penalty points shall be applied first to the auto generating the most premium subject to a maximum additional charge factor of 2.50. Any remaining penalty points shall then be applied to the next highest rated auto(s) in succession subject to a maximum additional charge factor of 2.50 per auto until all remaining penalty points are used.

10. For all other exposures, the additional charges under this Rule shall be determined by applying the proper factor to the total policy premium, exclusive of uninsured motorists premiums.

11. Additional charges generated under this Rule are not applicable to minimum policy premiums.

G. Penalty Points Assignable for Accidents and Convictions

1. Accidents

Two penalty points shall be assigned for each auto accident resulting in bodily injury or death, or in damage to property in excess of \$500, including his or her own.

EXCEPTIONS: Penalty points shall not be assigned against the applicant for involvement in an accident

- a. that occurred while the auto owned or operated by the applicant or other person who usually drives the applicant's auto was lawfully parked;
- b. in which the auto was struck by a hit-and-run driver, if such accident was reported to the proper authority within 24 hours;
- c. as a result of which the applicant or other person who usually drives the applicant's auto obtained a judgment against, or a settlement from or on behalf of, the owner or operator of another auto involved in such accident, if the judgment or settlement was obtained prior to the date of application or, in case of renewal, prior to the effective date of the renewal policy, and provided no judgment was obtained against, nor any amount paid in settlement by or on behalf of, the applicant or other person who usually drives the applicant's auto, as a result of such accident;

- d. in connection with which neither the applicant nor other person who usually drives the applicant's auto was convicted of a moving traffic violation, and the owner or operator of another auto involved was so convicted;
- e. when the only amount paid is for medical expense, work loss, replacement services loss, survivor's economic loss, survivor's replacement service loss, or a combination of these, unless the applicant or other person who usually drives the applicant's auto was convicted of a moving traffic violation, or is found in a civil suit to have caused the accident.

2. Convictions

The term "conviction" wherever used in this Manual shall be deemed to be the date a forfeiture of bail or bond or a determination by a court that an offense has been committed.

Violation	Points	
	First Conviction	Each Additional Conviction
Driving an auto while under the influence of intoxicating liquor or narcotic drugs	6	6
Drag racing	6	6
Failing to stop and report when involved in an accident	6	6
Homicide or assault arising out of the operation of an auto	6	6
Willfully eluding a police officer	6	6
Driving an auto during a period of revocation or suspension of registration or license	5	5
Driving an auto without state or owner's authority	5	5
False statements made in the application for license or registration	5	5
Impersonating an applicant for license or registration, or procuring a license or registration through impersonation whether for himself or another	5	5
Loaning operator's license to an unlicensed operator	5	5
Driving an auto in a reckless manner	4	4

Violation	Points	
	First Conviction	Each Additional Conviction
Permitting an unlicensed person to drive	4	4
Driving an auto 10 miles over the speed limit	3	4
Driving an auto under 10 miles over the speed limit	1	2
Moving traffic violations other than those set forth above, unless the conviction resulted from an accident for which points are assignable, in which case only the points for the accident shall be assigned	1	2

EXCEPTIONS:

Convictions for the following shall not be regarded as moving traffic violations:

- (a) Any auto equipment requirement of the motor vehicle and traffic laws, except brakes
- (b) Failure to display proper number plates, provided such plates are in existence
- (c) Failure to have in possession operator's or chauffeur's license, provided there is one in existence

3. Inexperienced Operator

Assign two penalty points for private passenger nonfleet autos only if the principal operator of the auto has not been licensed for three years.

H. Penalty Point Values

Additional charges for penalty points shall be as follows:

1 penalty point.....	00
2 penalty points.....	1.15
3 penalty points.....	1.30
4 penalty points.....	1.50
5 penalty points.....	1.75
6 penalty points.....	2.00
7 penalty points.....	2.50

Add a .10 factor for each additional penalty point over 7, subject to the Rules of Application stated above.

Rule 4. CERTIFIED RISKS—FINANCIAL RESPONSIBILITY LAWS

Multiply the bodily injury, personal injury protection, and property damage total policy premium for a risk on which a certificate of insurance is filed to comply with the requirements of an auto financial responsibility law by a factor of 1.10.

Rule 5. WHOLE DOLLAR PREMIUM

The premium for each exposure shall be rounded to the nearest whole dollar, separately for each coverage provided by the policy. A premium involving \$.50 or over shall be rounded to the higher whole dollar. This procedure shall apply to all interim premium adjustments, including endorsements or cancellations at the request of the insured. In the case of cancellation by the insurer, the return premium shall be carried to the next higher whole dollar.

Note: The phrase "each exposure" as used herein shall mean each premium developed (after the application of all appropriate adjustments) for (1) each auto, if written on a per auto basis, and (2) for all other auto business.

Rule 6. MINIMUM POLICY PREMIUM

A. Risks Not Written under CAIP

The minimum policy premium charge is \$25 per policy.

B. Risks Written under CAIP

The minimum policy premium charge is \$250 per policy.

C. The minimum policy premium applies regardless of the term of the policy and is not subject to modification under any rating plan or other Manual rule provisions.

Rule 7. POLICY PERIOD

A. All policies are to be written for a one-year period with the premium charged to be the annual premium except when a statutory policy is required by a federal, state, or municipal authority to expire on a fixed date and the policy is written to expire on such a date.

B. The premium charged for the above-mentioned short term policies shall be computed pro rata of the annual premium.

Rule 8. CHANGES

A. All changes during the term of a policy requiring adjustment of premium shall be computed pro rata on the basis of the premium in effect at the time of the change.

B. If an auto or a form of coverage is cancelled from a policy at the request of the insured and reinstated within 30 days, it shall be reinstated at the amount of premium returned at the time of cancellation.

C. Premium Adjustments

1. Risks Not Subject to CAIP

Any adjustment of premium less than \$5 shall be waived unless specifically requested by the insured.

2. Risks Subject to CAIP

- a. A minimum premium of \$2 shall apply if an additional premium results because a coverage is added or the limits of liability are increased at the request of the insured during the policy period.

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- b. If a return premium of less than \$2 results because a coverage is cancelled at the request of the insured, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.
- c. If the limits of liability are reduced at the request of the insured, no refund of premium shall be made unless the difference in premium amounts to \$2 or more.

- 4. The insured requests cancellation of a policy for the reason that coverage has been replaced in the voluntary market, and the assigned carrier received a statement to that effect and proof of replacement policy.
- B. If a policy or form of coverage is cancelled by the insurer within the provisions of the Plan, the return premium shall be computed pro rata.

Instructions for Use of Pro Rata Table

- 1. Express the date of cancellation by year and decimal part of a year by combining the calendar year with decimal appearing opposite the month and day in the Pro Rata Table.
e.g., June 15, 1999 is designated as 1999.455.
- 2. In like manner, express the effective date of the policy by year and decimal part of a year.
- 3. Subtract the numerical designation for the effective date from the numerical designation for the cancellation date, 1 minus 2. The difference represents the percentage of the annual premium to be retained by the company.

Example:

Cancellation Date, June 15, 1999	1,999.455
Effective Date, March 2, 1999	<u>1,999.167</u>
	.288

Earned premium in the above example will be .288 times the annual premium.

Note: Pro Rata Table is shown as follows:

Rule 9. CANCELLATIONS

The following provisions apply when a policy, auto, or form of coverage is cancelled:

- A. If a policy or form of coverage is cancelled at the request of the insured, the return premium shall be calculated at .90 of the pro rata unearned premium, except that in the following cases the return premium shall be computed pro rata:
 - 1. An auto is cancelled from a policy and the policy remains in force on other autos.
 - 2. The insured enters the armed forces of the United States of America.
 - 3. The insured auto is stolen or destroyed (total or constructive total loss) and cancellation is requested by the insured within 30 days following the date the auto is stolen or destroyed, the return premium for all coverages shall be calculated from the day following the date of loss.

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PRO RATA TABLE

January			February			March			April			May			June		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	0.003	1	32	0.088	1	60	0.164	1	91	0.249	1	121	0.332	1	152	0.416
2	2	0.005	2	33	0.090	2	61	0.167	2	92	0.252	2	122	0.334	2	153	0.419
3	3	0.008	3	34	0.093	3	62	0.170	3	93	0.255	3	123	0.337	3	154	0.422
4	4	0.011	4	35	0.096	4	63	0.173	4	94	0.258	4	124	0.340	4	155	0.425
5	5	0.014	5	36	0.099	5	64	0.175	5	95	0.260	5	125	0.342	5	156	0.427
6	6	0.016	6	37	0.101	6	65	0.178	6	96	0.263	6	126	0.345	6	157	0.430
7	7	0.019	7	38	0.104	7	66	0.181	7	97	0.266	7	127	0.348	7	158	0.433
8	8	0.022	8	39	0.107	8	67	0.184	8	98	0.268	8	128	0.351	8	159	0.436
9	9	0.025	9	40	0.110	9	68	0.186	9	99	0.271	9	129	0.353	9	160	0.438
10	10	0.027	10	41	0.112	10	69	0.189	10	100	0.274	10	130	0.356	10	161	0.441
11	11	0.030	11	42	0.115	11	70	0.192	11	101	0.277	11	131	0.359	11	162	0.444
12	12	0.033	12	43	0.118	12	71	0.195	12	102	0.279	12	132	0.362	12	163	0.447
13	13	0.036	13	44	0.121	13	72	0.197	13	103	0.282	13	133	0.364	13	164	0.449
14	14	0.038	14	45	0.123	14	73	0.200	14	104	0.285	14	134	0.367	14	165	0.452
15	15	0.041	15	46	0.126	15	74	0.203	15	105	0.288	15	135	0.370	15	166	0.455
16	16	0.044	16	47	0.129	16	75	0.205	16	106	0.290	16	136	0.373	16	167	0.458
17	17	0.047	17	48	0.132	17	76	0.208	17	107	0.293	17	137	0.375	17	168	0.460
18	18	0.049	18	49	0.134	18	77	0.211	18	108	0.296	18	138	0.378	18	169	0.463
19	19	0.052	19	50	0.137	19	78	0.214	19	109	0.299	19	139	0.381	19	170	0.466
20	20	0.055	20	51	0.140	20	79	0.216	20	110	0.301	20	140	0.384	20	171	0.468
21	21	0.058	21	52	0.142	21	80	0.219	21	111	0.304	21	141	0.386	21	172	0.471
22	22	0.060	22	53	0.145	22	81	0.222	22	112	0.307	22	142	0.389	22	173	0.474
23	23	0.063	23	54	0.148	23	82	0.225	23	113	0.310	23	143	0.392	23	174	0.477
24	24	0.066	24	55	0.151	24	83	0.227	24	114	0.312	24	144	0.395	24	175	0.479
25	25	0.068	25	56	0.153	25	84	0.230	25	115	0.315	25	145	0.397	25	176	0.482
26	26	0.071	26	57	0.156	26	85	0.233	26	116	0.318	26	146	0.400	26	177	0.485
27	27	0.074	27	58	0.159	27	86	0.236	27	117	0.321	27	147	0.403	27	178	0.488
28	28	0.077	28	59	0.162	28	87	0.238	28	118	0.323	28	148	0.405	28	179	0.490
29	29	0.079				29	88	0.241	29	119	0.326	29	149	0.408	29	180	0.493
30	30	0.082				30	89	0.244	30	120	0.329	30	150	0.411	30	181	0.496
31	31	0.085				31	90	0.247				31	151	0.414			
July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	0.499	1	213	0.584	1	244	0.668	1	274	0.751	1	305	0.836	1	335	0.918
2	183	0.501	2	214	0.586	2	245	0.671	2	275	0.753	2	306	0.838	2	336	0.921
3	184	0.504	3	215	0.589	3	246	0.674	3	276	0.756	3	307	0.841	3	337	0.923
4	185	0.507	4	216	0.592	4	247	0.677	4	277	0.759	4	308	0.844	4	338	0.926
5	186	0.510	5	217	0.595	5	248	0.679	5	278	0.762	5	309	0.847	5	339	0.929
6	187	0.512	6	218	0.597	6	249	0.682	6	279	0.764	6	310	0.849	6	340	0.932
7	188	0.515	7	219	0.600	7	250	0.685	7	280	0.767	7	311	0.852	7	341	0.934
8	189	0.518	8	220	0.603	8	251	0.688	8	281	0.770	8	312	0.855	8	342	0.937
9	190	0.521	9	221	0.605	9	252	0.690	9	282	0.773	9	313	0.858	9	343	0.940
10	191	0.523	10	222	0.608	10	253	0.693	10	283	0.775	10	314	0.860	10	344	0.942
11	192	0.526	11	223	0.611	11	254	0.696	11	284	0.778	11	315	0.863	11	345	0.945
12	193	0.529	12	224	0.614	12	255	0.699	12	285	0.781	12	316	0.866	12	346	0.948
13	194	0.532	13	225	0.616	13	256	0.701	13	286	0.784	13	317	0.868	13	347	0.951
14	195	0.534	14	226	0.619	14	257	0.704	14	287	0.786	14	318	0.871	14	348	0.953
15	196	0.537	15	227	0.622	15	258	0.707	15	288	0.789	15	319	0.874	15	349	0.956
16	197	0.540	16	228	0.625	16	259	0.710	16	289	0.792	16	320	0.877	16	350	0.959
17	198	0.542	17	229	0.627	17	260	0.712	17	290	0.795	17	321	0.879	17	351	0.962
18	199	0.545	18	230	0.630	18	261	0.715	18	291	0.797	18	322	0.882	18	352	0.964
19	200	0.548	19	231	0.633	19	262	0.718	19	292	0.800	19	323	0.885	19	353	0.967
20	201	0.551	20	232	0.636	20	263	0.721	20	293	0.803	20	324	0.888	20	354	0.970
21	202	0.553	21	233	0.638	21	264	0.723	21	294	0.805	21	325	0.890	21	355	0.973
22	203	0.556	22	234	0.641	22	265	0.726	22	295	0.808	22	326	0.893	22	356	0.975
23	204	0.559	23	235	0.644	23	266	0.729	23	296	0.811	23	327	0.896	23	357	0.978
24	205	0.562	24	236	0.647	24	267	0.732	24	297	0.814	24	328	0.899	24	358	0.981
25	206	0.564	25	237	0.649	25	268	0.734	25	298	0.816	25	329	0.901	25	359	0.984
26	207	0.567	26	238	0.652	26	269	0.737	26	299	0.819	26	330	0.904	26	360	0.986
27	208	0.570	27	239	0.655	27	270	0.740	27	300	0.822	27	331	0.907	27	361	0.989
28	209	0.573	28	240	0.658	28	271	0.742	28	301	0.825	28	332	0.910	28	362	0.992
29	210	0.575	29	241	0.660	29	272	0.745	29	302	0.827	29	333	0.912	29	363	0.995
30	211	0.578	30	242	0.663	30	273	0.748	30	303	0.830	30	334	0.915	30	364	0.997
31	212	0.581	31	243	0.666				31	304	0.833				31	365	1.000

Note: The indicated Pro Rata Table is also used for leap years as it is not customary to charge for the extra day (Feb. 29) which occurs once every four years.

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Rules 10–18. RESERVED FOR FUTURE USE

Rule 19. TERRITORIES

This Rule contains the definitions of the territories into which the state is divided and show for each territory the number of the rate schedule that is 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:
 - 1. 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 be subject to the rate schedule for that territory.
 - 2. If a city, town, borough, or village extends into more than one defined territory, the territory schedule for the higher rated territory applies to the entire city, town, borough, or village.
 - 3. Unless otherwise indicated, if a street, avenue, or other public way serves as a dividing line between two territories, except when the public way serves as a boundary line of any political subdivision (state, county, township, city, town, village, etc.), the rates for the lower rated of the two territories shall apply to autos principally garaged on either side of such street or avenue.
- B. This Rule also contains 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 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.

Territory	Territory
ADAIR COUNTY —(entire county) .....09	FLOYD COUNTY —(entire county) .....06
ALLEN COUNTY —(entire county) .....09	FRANKLIN COUNTY —(entire county) .....18
ANDERSON COUNTY —(entire county) .....18	FULTON COUNTY —(entire county) .....12
ASHLAND territory comprises the entire counties of Boyd and Greenup .....05	GALLATIN COUNTY —(entire county) .....18
BALLARD COUNTY —(entire county) .....12	GARRARD COUNTY —(entire county) .....18
BARREN COUNTY —(entire county) .....09	GRANT COUNTY —(entire county) .....18
BATH COUNTY —(entire county) .....18	GRAVES COUNTY —(entire county) .....12
BELL COUNTY —(entire county) .....06	GRAYSON COUNTY —(entire county) .....09
BOONE COUNTY —(entire county) .....16	GREEN COUNTY —(entire county) .....09
BOURBON COUNTY —(entire county) .....17	GREENUP COUNTY —See Ashland.
BOYD COUNTY —See Ashland.	HANCOCK COUNTY —(entire county) .....12
BOYLE COUNTY —(entire county) .....18	HARDIN COUNTY —(entire county) .....14
BRACKEN COUNTY —(entire county) .....18	HARLAN COUNTY —(entire county) .....06
BREATHITT COUNTY —(entire county) .....06	HARRISON COUNTY —(entire county) .....18
BRECKINRIDGE COUNTY —(entire county) .....09	HART COUNTY —(entire county) .....09
BULLITT COUNTY —(entire county) .....13	HENDERSON COUNTY —(entire county) .....12
BUTLER COUNTY —(entire county) .....12	HENRY COUNTY —(entire county) .....18
CALDWELL COUNTY —(entire county) .....12	HICKMAN COUNTY —(entire county) .....12
CALLOWAY COUNTY —(entire county) .....12	HOPKINS COUNTY —(entire county) .....12
CAMPBELL COUNTY —See Covington—Newport territory.	JACKSON COUNTY —(entire county) .....06
CARLISLE COUNTY —(entire county) .....12	JEFFERSON COUNTY —See Louisville.
CARROLL COUNTY —(entire county) .....18	JESSAMINE COUNTY —(entire county) .....17
CARTER COUNTY —(entire county) .....06	JOHNSON COUNTY —(entire county) .....06
CASEY COUNTY —(entire county) .....10	KENTON COUNTY —See Covington—Newport territory.
CHRISTIAN COUNTY —(entire county) .....12	KNOTT COUNTY —(entire county) .....06
CLARK COUNTY —(entire county) .....17	KNOX COUNTY —(entire county) .....06
CLAY COUNTY —(entire county) .....06	LARUE COUNTY —(entire county) .....09
CLINTON COUNTY —(entire county) .....09	LAUREL COUNTY —(entire county) .....06
COVINGTON—NEWPORT territory comprises the entire counties of Campbell and Kenton .....02	LAWRENCE COUNTY —(entire county) .....06
CRITTENDEN COUNTY —(entire county) .....12	LEE COUNTY —(entire county) .....06
CUMBERLAND COUNTY —(entire county) .....09	LESLIE COUNTY —(entire county) .....06
DAVISS COUNTY —See Owensboro territory.	LETCHER COUNTY —(entire county) .....06
EDMONSON COUNTY —(entire county) .....09	LEWIS COUNTY —(entire county) .....18
ELLIOTT COUNTY —(entire county) .....06	LEXINGTON territory comprises the entire county of Fayette .....03
ESTILL COUNTY —(entire county) .....06	LINCOLN COUNTY —(entire county) .....10
FAYETTE COUNTY —See Lexington.	LIVINGSTON COUNTY —(entire county) .....12
FLEMING COUNTY —(entire county)18	LOGAN COUNTY —(entire county)12

Note: Refer to an atlas or map for places not listed.

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	Territory		Territory
LOUISVILLE territory comprises the entire county of Jefferson01	PADUCAH territory comprises the entire county of McCracken04
LYON COUNTY —(entire county) .....	.12	PENDELTON COUNTY —(entire county) .....	.18
MADISON COUNTY —(entire county) .....	.17	PERRY COUNTY —(entire county) .....	.06
MAGOFFIN COUNTY —(entire county) .....	.06	PIKE COUNTY —(entire county) .....	.06
MARION COUNTY —(entire county) .....	.10	POWELL COUNTY —(entire county) .....	.06
MARSHALL COUNTY —(entire county) .....	.12	PULASKI COUNTY —(entire county) .....	.06
MARTIN COUNTY —(entire county) .....	.06	ROBERTSON COUNTY —(entire county) .....	.18
MASON COUNTY —(entire county) .....	.18	ROCKCASTLE COUNTY —(entire county) .....	.06
McCRACKEN COUNTY —See Paducah.		ROWAN COUNTY —(entire county) .....	.06
McCREARY COUNTY —(entire county) .....	.06	RUSSELL COUNTY —(entire county) .....	.09
McLEAN COUNTY —(entire county) .....	.12	SCOTT COUNTY —(entire county) .....	.17
MEADE COUNTY —(entire county) .....	.14	SHELBY COUNTY —(entire county) .....	.18
MENIFEE COUNTY —(entire county) .....	.06	SIMPSON COUNTY —(entire county) .....	.09
MERCER COUNTY —(entire county) .....	.18	SPENCER COUNTY —(entire county) .....	.10
METCALFE COUNTY —(entire county) .....	.09	TAYLOR COUNTY —(entire county) .....	.09
MONROE COUNTY —(entire county) .....	.09	TODD COUNTY —(entire county) .....	.12
MONTGOMERY COUNTY —(entire county) .....	.18	TRIGG COUNTY —(entire county) .....	.12
MORGAN COUNTY —(entire county) .....	.06	TRIMBLE COUNTY —(entire county) .....	.18
MUHLENBERG COUNTY —(entire county) .....	.12	UNION COUNTY —(entire county) .....	.12
NELSON COUNTY —(entire county) .....	.10	WARREN COUNTY —(entire county) .....	.09
NICHOLAS COUNTY —(entire county) .....	.18	WASHINGTON COUNTY —(entire county) .....	.10
OHIO COUNTY —(entire county) .....	.12	WAYNE COUNTY —(entire county) .....	.09
OLDHAM COUNTY —(entire county) .....	.15	WEBSTER COUNTY —(entire county) .....	.12
OWEN COUNTY —(entire county) .....	.18	WHITLEY COUNTY —(entire county) .....	.06
OWENSBORO territory comprises the entire county of Daviess .....	.07	WOLFE COUNTY —(entire county) .....	.06
OWSLEY COUNTY —(entire county) .....	.06	WOODFORD COUNTY —(entire county) .....	.17

Note: Refer to an atlas or map for places not listed.

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	City and County	Territory	City and County	Territory
A				I	
Adairville, Logan.....	12	Devondale, Jefferson.....	01	Independence, Kenton.....	02
Albany, Clinton.....	09	Douglass Hills, Jefferson.....	01	Irvine, Estill.....	06
Alexandria, Campbell.....	02	Drakesboro, Muhlenberg.....	12	Irvington, Breckinridge.....	09
Anchorage, Jefferson.....	01	Dry Ridge, Grant.....	18		
Ashland, Boyd.....	05	E		J	
Audubon Park, Jefferson.....	01	Earlington, Hopkins.....	12	Jackson, Breathitt.....	06
Augusta, Bracken.....	18	Eddyville, Lyon.....	12	Jamestown, Russell.....	09
B		Edgewood, Kenton.....	02	Jeffersontown, Jefferson.....	01
Barbourmeade, Jefferson.....	01	Elizabethtown, Hardin.....	14	Jenkins, Letcher.....	06
Barbourville, Knox.....	06	Elkhorn City, Pike.....	06	Junction City, Boyle.....	18
Bardstown, Nelson.....	10	Elkton, Todd.....	12		
Beachwood Village, Jefferson . .	01	Elsmere, Kenton.....	02	L	
Beattyville, Lee.....	06	Eminence, Henry.....	18	LaGrange, Oldham.....	15
Beaver Dam, Ohio.....	12	Erlanger, Kenton.....	02	Lakeside Park, Kenton.....	02
Bellemeade, Jefferson.....	01	Evarts, Harlan.....	06	Lancaster, Garrard.....	18
Bellevue, Campbell.....	02	F		Lawrenceburg, Anderson.....	18
Benham, Harlan.....	06	Falmouth, Pendleton.....	18	Lebanon, Marion.....	10
Benton, Marshall.....	12	Flatwoods, Greenup.....	05	Lebanon Junction, Bullitt.....	13
Berea, Madison.....	17	Fleming-Neon, Letcher.....	06	Leitchfield, Grayson.....	09
Bowling Green, Warren.....	09	Flemingsburg, Fleming.....	18	Lewisport, Hancock.....	12
Brandenburg, Meade.....	14	Florence, Boone.....	16	Lexington, Fayette.....	03
Bromley, Kenton.....	02	Fort Mitchell, Kenton.....	02	Liberty, Casey.....	10
Burkesville, Cumberland.....	09	Fort Thomas, Campbell.....	02	Livermore, McLean.....	12
C		Fort Wright, Kenton.....	02	London, Laurel.....	06
Cadiz, Trigg.....	12	Frankfort, Franklin.....	18	Louisa, Lawrence.....	06
Calvert City, Marshall.....	12	Franklin, Simpson.....	09	Louisville, Jefferson.....	01
Campbellsville, Taylor.....	09	Fulton, Fulton.....	12	Loyall, Harlan.....	06
Carlisle, Nicholas.....	18	G		Ludlow, Kenton.....	02
Carrollton, Carroll.....	18	Georgetown, Scott.....	17	Lynch, Harlan.....	06
Catlettsburg, Boyd.....	05	Glasgow, Barren.....	09	Lyndon, Jefferson.....	01
Cave City, Barren.....	09	Graymoor, Jefferson.....	01	Lynnview, Jefferson.....	01
Central City, Muhlenberg.....	12	Grayson, Carter.....	06	M	
Clay, Webster.....	12	Greensburg, Green.....	09	Madisonville, Hopkins.....	12
Clay City, Powell.....	06	Greenup, Greenup.....	05	Manchester, Clay.....	06
Clinton, Hickman.....	12	Greenville, Muhlenberg.....	12	Marion, Crittenden.....	12
Cloverport, Breckinridge.....	09	Guthrie, Todd.....	12	Mayfield, Graves.....	12
Cold Spring, Campbell.....	02	H		Maysville, Mason.....	18
Columbia, Adair.....	09	Hardinsburg, Breckinridge.....	09	Meadow Vale, Jefferson.....	01
Corbin, Knox & Whitley.....	06	Harlan, Harlan.....	06	Middlesboro, Bell.....	06
Covington, Kenton.....	02	Harrodsburg, Mercer.....	18	Middletown, Jefferson.....	01
Crescent Springs, Kenton.....	02	Hartford, Ohio.....	12	Midway, Woodford.....	17
Crestview Hills, Kenton.....	02	Hawesville, Hancock.....	12	Minor Lane Heights, Jefferson . .	01
Cumberland (Poor Fork), Harlan.....	06	Hazard, Perry.....	06	Monticello, Wayne.....	09
Cynthiana, Harrison.....	18	Henderson, Henderson.....	12	Morehead, Rowan.....	06
D		Hickman, Fulton.....	12	Morganfield, Union.....	12
Danville, Boyle.....	18	Highland Heights, Campbell.....	02	Morgantown, Butler.....	12
Dawson Springs, Hopkins.....	12	Hillview, Bullitt.....	13	Mortons Gap, Hopkins.....	12
Dayton, Campbell.....	02	Hodgenville, Larue.....	09	Mount Sterling, Montgomery.....	18
		Hollow Creek, Jefferson.....	01	Mount Vernon, Rockcastle.....	06
		Hopkinsville, Christian.....	12	Mount Washington, Bullitt.....	13
		Horse Cave, Hart.....	09	Muldraugh, Meade.....	14

Note: Refer to an atlas or map for places not listed.

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

GENERAL RULES

City and County	Territory	City and County	Territory	City and County	Territory
Munfordville, Hart	09	Richmond, Madison	17	U	
Murray, Calloway	12	Rollings Hills, Jefferson	01	Uniontown, Union	12
N		Russell, Greenup	05	V	
Newport, Campbell	02	Russell Springs, Russell	09	Vanceburg, Lewis	18
Nicholasville, Jessamine	17	Russellville, Logan	12	Versailles, Woodford	17
O		S		Villa Hills, Kenton	02
Oak Grove, Christian	12	Saint Matthews, Jefferson	01	Vine Grove, Hardin	14
Olive Hill, Carter	06	Saint Regis Park, Jefferson	01	W	
Owensboro, Daviess	07	Salyersville, Magoffin	06	Walton, Boone	16
Owenton, Owen	18	Scotsville, Allen	09	Warsaw, Gallatin	18
Owingsville, Bath	18	Sebree, Webster	12	West Buechel, Jefferson	01
P		Shelbyville, Shelby	18	West Liberty, Morgan	06
Paducah, McCracken	04	Shepherdsville, Bullitt	13	West Point, Hardin	14
Paintsville, Johnson	06	Shiveley, Jefferson	01	Westwood, Jefferson	01
Paris, Bourbon	17	Silver Grove, Campbell	02	Whitesburg, Letcher	06
Park Hills, Kenton	02	Somerset, Pulaski	06	Wickliffe, Ballard	12
Pewee Valley, Oldham	15	Southgate, Campbell	02	Williamsburg, Whitley	06
Pikeville, Pike	06	South Shore, Greenup	05	Williamstown, Grant	18
Pineville, Bell	06	Springfield, Washington	10	Wilmore, Jessamine	17
Plantation, Jefferson	01	Stanford, Lincoln	10	Winchester, Clark	17
Prestonburg, Floyd	06	Stanton, Powell	06	Windy Hills, Jefferson	01
Princeton, Caldwell	12	Sturgis, Union	12	Woodland Hills, Jefferson	01
Prospect, Jefferson	01	T		Woodlawn Park, Jefferson	01
Providence, Webster	12	Taylor Mill, Kenton	02	Worthington, Greenup	05
R		Tompkinsville, Monroe	09		
Raceland, Greenup	05				
Radcliff, Hardin	14				

Note: Refer to an atlas or map for places not listed.

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL
PRIVATE PASSENGER CHAPTER

NOTES

PRIVATE PASSENGER CHAPTER

Rule 20. DEFINITIONS

A. Private Passenger Auto

1. A private passenger auto is an auto of the private passenger, station wagon, or jeep type owned or leased for a continuous period of six months or more that is not used as a public or livery conveyance for passengers nor rented to others without a driver. This term excludes motorcycles, motorized bicycles, powercycles, motorized scooters, golfmobiles, snowmobiles, and other similar two-wheeled motorized autos.
2. ★A pickup or van with a load capacity of 1,500 pounds or less owned or leased for a continuous period of six months or more by an individual or a married couple who are residents of the same household, and not customarily used in the occupation, profession, or business of the insured other than in the course of driving to or from work, shall be classified and rated as a private passenger auto. ❖

Note: All pickups and vans used for business purposes other than farming or ranching are to be rated in accordance with the Commercial Auto Chapters.

3. A farm truck owned or leased for a continuous period of six months or more by one or more natural persons with a load capacity of 1,500 pounds or less shall be classified and rated as a private passenger auto.
4. Classify as fleet the autos of any risk that has five or more self-propelled autos of any type that are under one ownership.

B. Named Nonowner

Individuals who do not own an auto

C. 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 towable by a private passenger auto as defined above provided the owner maintains a separate and permanent residence other than the recreational trailer.

D. Camper Bodies

A portable camper body equipped as mobile living quarters

E. Motor Homes

A motor home is a self-propelled auto with a living area that is an integral part of the auto chassis, or a pickup with a permanently attached camper body. The living area or camper body must consist of facilities for cooking and sleeping.

F. Motorcycles

Motorcycles, mopeds, motorscooters, motorbikes, and any other similar motorized two-wheeled autos used for private passenger purposes.

G. Antique Autos

An antique auto is an auto of the private passenger type that is 25 or more years old that is maintained solely for use in exhibitions, club activities, parades, and other functions of public interest, and occasionally used for other purposes.

Rule 21. PREMIUM DEVELOPMENT

A. Private Passenger Autos

1. Determine the rating territory to be used (Rule 19). The territory in which the auto is principally garaged is the applicable territory.

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 of the operator cannot be determined, use the business address of the operator.

2. Determine the applicable classification (Rule 22).
3. Bodily Injury and Property Damage Liability Coverage
 - a. Determine the appropriate base rates from the Private Passenger Auto Rate Chapter.
 - b. Determine the appropriate class factors from the Private Passenger Auto Rate Chapter.
 - c. Multiply the base rates determined in paragraph a by the class factors determined in paragraph b and round to the nearest whole dollar.
 - d. If increased limits (Rule 23) apply, multiply the rates determined above by the appropriate factor.
 - e. If an accident prevention course discount (Rule 24) applies, multiply the rates determined above by the appropriate factor.
 - f. If additional charges for accidents and convictions (Rule 3) apply, multiply the rates determined above by the appropriate factor and round to the nearest whole dollar.
 - g. If a certified risk—financial responsibility filing (Rule 4) is required, multiply the rates determined above by the appropriate factor.
 - h. If extended nonowned auto coverage is requested, refer to Rule 25. Extended nonowned auto coverage premium is subject to increased limit factors, additional charges, and certified risk—financial responsibility factors.
4. Uninsured and Underinsured Motorists Coverages
Refer to Rule 27 for development of premium.
5. Personal Injury Protection Coverages
Refer to Rule 28 for development of premium

PRIVATE PASSENGER

- 6. Medical Payments Coverage
 - a. Determine the appropriate base rate from the Private Passenger Auto Rate Chapter.
 - b. Determine the appropriate class factor from the Private Passenger Auto Rate Chapter.
 - c. Multiply the base rate determined in paragraph a by the class factors determined in paragraph b and round to the nearest whole dollar.
 - d. If an accident prevention course discount (Rule 24) applies, multiply the rate determined above by the appropriate factor.
 - e. If additional charges for accidents and convictions (Rule 3) apply, multiply the rates determined above by the appropriate factor and round to the nearest whole dollar.

Note: Medical payments coverage may be provided only on a policy where the named insured and all regular operators of the insured's auto have rejected the tort limitation contained in the no-fault law.

B. Named Nonowner Coverage—Bodily Injury and Property Damage Liability and Uninsured and Underinsured Motorists Coverages

Refer to Rule 26.

C. Recreational Trailers and Camper Bodies—Bodily Injury and Property Damage Liability Coverage Only

Refer to Rule 29.

D. Motor Homes—Bodily Injury and Property Damage Liability, Uninsured and Underinsured Motorists, Medical Payments, and Personal Injury Protection Coverages

Refer to Rule 30.

E. Motorcycles—Bodily Injury and Property Damage Liability, Uninsured and Underinsured Motorists, and Personal Injury Protection Coverages

Refer to Rule 31.

F. Antique Autos—Bodily Injury and Property Damage Liability, Uninsured and Underinsured Motorists, Medical Payments, and Personal Injury Protection Coverages

Refer to Rule 32.

Rule 22. PRIVATE PASSENGER AUTO CLASSIFICATIONS

A. Private passenger autos owned or leased for a continuous period of six months or more owned by the following shall be classified as shown in this chart:

1. An individual
2. ★A married couple resident in the same household
3. Relatives other than a married couple❖
4. Resident individuals

EXCEPTIONS: (a) Private passenger autos owned by a clergyman shall be classified and rated as Class 1A provided there is no youthful operator who is an owner or principal operator.

(b) Private passenger autos owned by a family copartnership, or corporation, principally garaged on a farm or ranch and neither used in any occupation other than farming or ranching nor customarily used in going to or from work other than farming or ranching, shall be classified and rated as Class 1AF, 2AF, 2BF, 2CF, 2DF, or 2EF.

Refer to paragraph B of this Rule for the definitions of terms used in this Rule.

IF MORE THAN ONE CLASSIFICATION IS APPLICABLE, THE CLASS DEVELOPING THE HIGHER PREMIUM SHOULD BE USED									
DESCRIPTION OF OPERATOR				USE OF AUTO					
				OTHER THAN BUSINESS USE			BUSINESS USE	FARM AUTOS	
				NOT DRIVEN TO OR FROM WORK	DRIVEN TO OR FROM WORK LESS THAN 10 MILES ONE WAY	DRIVEN TO OR FROM WORK 10 OR MORE MILES ONE WAY			
NO YOUTHFUL OPERATORS				1A	1B	1C	3	1AF	
YOUTHFUL OPERATORS	FEMALES	Unmarried		Under Age 21	4A	4B	4C	4D	4DF
	MALES	Unmarried	Owner or Principal Operator	Under Age 25	2C			2CF	
			Not Owner or Principal Operator	Under Age 25	2A			2AF	
		Married	Under Age 25		2B			2BF	

B. The terms used in the classification descriptions in this Rule shall mean the following:

1. "Age" means the age attained on the last birthday.
2. "Driven to or from work" means that the auto is customarily used in the course of driving to or from work.
 - a. The term "customarily" shall include the use of autos in a car-pool or other share-the-ride arrangements.
 - b. An auto 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 auto is parked at the depot during the day.
 - c. An auto that is used for driving to or from school shall be considered as driving to or from work.
3. "Farm auto" means an auto principally garaged on a farm or ranch that is not customarily used in going to or from work other than farming or ranching and is not used in any occupation other than farming or ranching.
4. "Married" means a married person living with his or her spouse and does not include a person widowed, divorced, or legally separated unless such person has custody of a child resident in his or her 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 auto.

5. "Used for business" means that the use of the auto is required by or customarily involved in the duties of the applicant or any other person customarily operating the auto, in his or her occupation, profession, or business, other than in going to or from his or her principal place of occupation, profession, or business.
6. "Youthful operator" means an applicant or any other operator of the auto resident in the same household, or who customarily operates the auto who is a
 - a. unmarried female under 21 years of age;
 - b. male under 25 years of age.

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

Rule 23. INCREASED LIMITS

- A. ★The increased limits tables below show the factors to be applied to the \$25,000/50,000 bodily injury rates shown in this Manual to determine the premium for other limits.

PRIVATE PASSENGER

B. Optional limits are only available up to \$50,000/100,000 bodily injury in accordance with the Extent of Coverage Section of the Plan. ❖

1. Optional Split Limits

BI Limits	BI Factor	Residual BI Factor
50/100	1.24	1.35

BI Limits	Nonfleet Light Trucks BI Factor	All Other Risks BI Factor
50/100	1.38	1.41

★

❖

2. Split Limits Required by Law

BI Limits	BI Factor	Residual BI Factor
100/300	1.45	1.64

BI Limits	Nonfleet Light Trucks BI Factor	All Other Risks BI Factor
100/300	1.90	1.97

★

Table 1A

PD Limits	Private Passenger	Nonfleet Light Trucks	All Other Risks
\$50,000	1.03	1.06	1.06

❖

3. Optional Single Limits for CAIP Risks

The increased limits tables below show the factors to be applied to the \$60,000 single limits bodily injury and property damage liability rates shown in this Manual to determine the premium for other limits

Single Limits	BI and PD Factor	Residual BI and PD Factor	All Other Risks
\$125,000	1.09	1.09	1.20
150,000	1.12	1.12	1.25
325,000	1.22	1.23	1.49
350,000	1.23	1.24	1.52

4. Single Limits Required by Law

**Table 3
Private Passenger**

Single Limits	BI and PD Factor	Residual BI and PD Factor	All Other Risks
\$ 400,000	1.25	1.26	1.56
500,000	1.28	1.29	1.63
750,000	1.35	1.36	1.73
1,000,000	1.41	1.42	1.81
1,500,000	1.76	1.78	2.26
2,000,000	2.12	2.13	2.72
5,000,000	3.53	3.55	4.53

5. For factors for limits required by law that are not shown, refer to Rule 2.

C. **Facultative Reinsurance**

Increased limits are afforded on a risk requiring limits of liability in excess of \$100,000/300,000 bodily injury and \$50,000 property damage or \$350,000 single limits liability, per accident or occurrence, and the risk is re-insured on a facultative basis, the following rating procedure is available for the determination of the increased limits premium:

1. The applicable increased limits table or Manual premium shall apply for the limits of liability which are not subject to facultative reinsurance.
2. For limits of liability obtained above the stipulated limits above by means of facultative reinsurance, the premium shall be the facultative cost for such insurance increased by a factor of 1.25.

D. **Determination of Split Limits Premium from Single Limit Rates**

★To determine the \$25,000/50,000 bodily injury and \$25,000 property damage split limit liability rates where rates are displayed on a single limit basis, apply the following factors to the \$60,000 single limit bodily injury and property damage liability coverage rate determined in accordance with this Manual:

	\$25,000/50,000 BI	\$25,000 PD
Nonfleet Light Trucks	.460	.406
All Other Risks	.463	.409

Next, apply the appropriate increased limits factors from the appropriate table above for determination of premium for other limits.

E. **Determination of Single Limit Premium from Split Limits Rates**

To determine the \$60,000 single limit bodily injury and property damage liability rates where rates are displayed on a split limits basis, apply a factor of 1.15 to the total of the \$25,000/50,000 bodily injury and \$25,000 property damage split liability rates determined in accordance with this Manual. ❖

Next, apply the appropriate increased limits factors from the appropriate table above for determination of premium for other limits.

PRIVATE PASSENGER

Rule 24. ACCIDENT PREVENTION COURSE DISCOUNT

- A. Multiply the applicable premiums for bodily injury liability, property damage liability, and personal injury protection (or medical payments if afforded) by a factor of .98 for the following:

Vehicles classified and rated as private passenger vehicles provided the principal operator of a specific vehicle is:

1. age 55 or older and has a completion certificate dated within the most recent 60 months certifying that he or she has successfully completed a motor vehicle accident prevention course approved by the Kentucky Transportation Cabinet; or
2. a member of the United States Armed Forces and has a completion certificate dated within the most recent 60 months certifying that he or she has successfully completed a defensive driving course provided by the United States Armed Forces, regardless of age.

- B. If the policy insures two or more vehicles, the discount shall apply only to the auto principally operated by a person with the course completion certificate.
- C. The discount shall apply to new and renewal policies with inception dates occurring within a period of five years following the course completion date.
- D. The discount shall apply only once to each vehicle regardless of the number of operators with course completion certificates.
- E. The discount shall not apply if the course was self-instructed or was completed under a court order as a result of a motor vehicle conviction.

Rule 25. EXTENDED NONOWNED AUTO COVERAGE—PERSONAL AUTO COVERAGE

A Personal Auto Policy may be endorsed to provide extended nonowned auto coverage to an individual described below:

- A. ★The individual named in the policy, the spouse if a resident of the same household, or a resident individual who is furnished an auto for regular use but is not employed by an auto dealer or service operation❖
1. when no primary liability insurance is in effect on the auto, multiply the bodily injury and property damage liability premium that would apply if the furnished auto were being specifically insured as an owned auto by the individual by a factor of .50;
 2. when there is primary liability insurance in effect on the auto, or in all situations not otherwise provided for in this Rule, charge the premiums per person shown below:

Person Named	Bodily Injury \$25,000/50,000	★Property Damage \$25,000❖
Named Insured or Spouse	\$3	\$3
Resident Individual	5	5

- B. ★The insured named in the policy, the spouse if a resident of the same household, or a resident individual who is furnished an auto for regular use and is employed by an auto dealer or service operation

1. when the auto dealer or service operation has no liability insurance, multiply the base rates in the Private Passenger Auto Rate Chapter for bodily injury and property damage liability by the following factor:

Factor
1.70

2. when the auto dealer or service operation has liability insurance, refer to Rule 2.❖

Rule 26. NAMED NONOWNER COVERAGE

Bodily Injury and Property Damage Coverage

- A. This Rule does not apply to the following types of risks:

1. Finance companies and banks, for the repossession and resale of financed autos
2. ★Auto dealers or service operations, for the operation of any autos❖
3. Autos hired under long-term contract

- B. A policy may be written to cover a named individual or named individuals, if residents of the same household, for the operation by either of nonowned autos or the presence of either or both in any such auto, subject to the following provisions:

1. If an auto without primary liability insurance for the named individuals is furnished or available for the regular use of the named individuals, the minimum premium shall be the specified auto rate for such auto multiplied by a factor of .50.
2. ★Auto dealer or service operation employees shall be rated the same as other individuals when their duties do not involve the operation of autos in a garage business. When the exposure involves the operation of autos in a garage business, the classification designation N7, N7-FR, N8, or N8-FR shall apply.❖
3. An individual not subject to the requirements of a financial responsibility law may be afforded coverage for the operation of an auto owned by a member of the same household provided there is no auto liability coverage afforded such individual on a direct primary basis. For individuals eligible to this extension of coverage, the rates shall be the same as those applying to an individual for whom a financial responsibility filing is required.

- C. The bodily injury and property damage liability rates for named nonowner policies shall be determined on the basis of the following classification chart:

PRIVATE PASSENGER

Description of Driver and Usage		Class	
Business Use	Commercial Autos	N2 or N2-FR	
	Private Passenger Type Autos	Male Under 25 Years of Age	N3 or N3-FR
		No Male Under 25 Years of Age	N4 or N4-FR
Pleasure Use	Male Operator Under 25 Years of Age	N5 or N5-FR	
	No Male Operator Under 25 Years of Age	N6 or N6-FR	
★Auto Dealer or Service Operation Employee	Covered Under an Auto Dealer Policy	N7 or N7-FR	
	Not Covered Under an Auto Dealer Policy❖	N8 or N8-FR	

1. Classifications N2-FR through N8-FR apply to risks required to file evidence of financial responsibility.
2. The terms used in the classification descriptions in this Rule shall mean the following:
 - a. "Male operator under 25 years of age" means a male under 25 years of age who is either
 - (1) the applicant, or
 - (2) the spouse of the applicant if a resident in the same household.
 - b. "Business use" means that the use of an auto is required by or customarily involved in the duties of the applicant or spouse, if a resident in the same household, in his or her occupation, profession, or business other than going to or from his or her principal place of occupation, profession, or business.
 - c. "Garage business" means the use of an auto in the business of an auto sales agency, repair shop, service station, storage garage, or public parking place.
- D. The bodily injury and property damage rates for named nonowner policies are determined in accordance with the following table on the basis of the classification, as determined in accordance with C above, subject to a minimum premium of \$8 bodily injury and \$5 property damage, basic limits:
 1. Multiply the Class 3 Private Passenger rate for the territory in which the named individuals reside by the following factors:

Class	Rate	Class	Rate
N2	1.00	N2-FR	1.25
N3	.85	N3-FR	1.20
N4	.75	N4-FR	1.05
N5	.45	N5-FR	1.20
N6	.30	N6-FR	.85
N7	1.00	N7-FR	2.25
N8	2.00	N8-FR	2.25

2. If additional charges for accidents and convictions (Rule 3) apply, multiply the rates determined above by the appropriate factor. Additional charges are not applicable to the minimum policy premium.
3. If a certified risk—financial responsibility filing (Rule 4) is required, multiply the rates determined above by the appropriate factor.

E. Uninsured and Underinsured Motorists Coverages

Refer to Rule 27 for determination of premium.

Rule 27. UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

A. Uninsured Motorists Coverage

1. This form of auto insurance shall be afforded under every auto liability policy issued or delivered to the owner of an auto registered or principally garaged in Kentucky.

This form of coverage must apply to all autos on the policy.

EXCEPTIONS:

- a. Each named insured has the right to reject such coverage in writing.
- b. Subsequent renewal policies issued by the same insurer need not provide the rejected coverage unless a named insured requests such coverage in writing.
- c. Increased limits may be afforded but not in excess of the limits of liability of the policy.
2. The minimum uninsured motorists coverage limits are \$25,000/50,000 split limit bodily injury liability.
3. Rates

The same rate applies regardless of the number of autos insured on the policy. Stacking is not allowed.

Refer to the Private Passenger Auto Rate Chapter for applicable rates.

B. Underinsured Motorists Coverage

1. Underinsured motorists coverage shall be made available upon the request of the named insured under the following conditions:
 - a. Underinsured motorists limits can be no greater than the bodily injury limits of the policy.

b. Underinsured motorists limits coverage must apply to all autos insured under the policy

2. Rates

The same rate applies regardless of the number of autos insured on the policy. Stacking is not allowed.

Refer to the Private Passenger Auto Rate Chapter for applicable rates.

C. Nonowners

Named nonowner policies may be extended to afford uninsured motorists coverage or uninsured and underinsured motorists coverage as specified in paragraphs A and B above. The rate for such extension of coverage or coverages is the applicable rate per policy.

D. Motorcycles

Refer to the Private Passenger Auto Rate Chapter for applicable rates.

E. Attach the applicable endorsements.

F. The premium shall not be subject to modification under the provisions of any rating plan or other Manual rules.

Rule 28. KENTUCKY MOTOR VEHICLE NO-FAULT ACT

A. Personal Injury Protection Coverage

Personal injury protection (PIP) coverage shall be afforded on policies or binders providing bodily injury and property damage liability coverages for owned motor vehicles registered in the Commonwealth of Kentucky and subject to the provisions of Subtitle 39 of the Kentucky Revised Statutes, Chapter 304.

PIP coverage shall be for an aggregate limit of \$10,000 per insured injured person. The maximum limit of liability for the total of work loss, replacement services loss, survivor's economic loss, and survivor's replacement services loss is \$200 per week.

Pedestrian PIP must be afforded motorcycle risks. Full or added PIP is optional for such risks.

B. Guest Personal Injury Protection Coverage

Guest PIP shall be available when the named insured and all members of the family residing in his or her household not identified by name as an insured in any other contract of basic reparations insurance have rejected the tort limitations and appropriate KENTUCKY NO-FAULT REJECTION FORM (KYNF-1) has been filed with the Kentucky Department of Insurance.

C. Added Personal Injury Protection

Every insurer providing PIP shall also provide added PIP at the request of the named insured.

Added PIP is not available on a policy that provides guest PIP only.

D. Buy-Back Personal Injury Protection

Full PIP and added PIP shall be available when the named insured or any members of the family residing in his or her household not identified by name as an insured in any other contract of basic reparations insurance have rejected the tort limitations and appropriate KENTUCKY NO-FAULT REJECTION FORM (KYNF-1) has been filed with the Kentucky Department of Insurance.

E. Deductibles

In those cases where the PIP rate is applicable, the assigned insurer shall, upon request of the applicant or insured, provide aggregate deductibles, per accident, for the personal injury protection coverage of \$250, \$500, or \$1,000 applicable to the named insured and family members.

F. Rates

1. Motorcycles Used for Private Passenger Purposes

Refer to the Private Passenger Auto Rate Chapter for applicable rates.

2. Private Passenger Autos

a. Full PIP

(1) Determine the appropriate base rate from the Private Passenger Auto Rate Chapter.

(2) Determine the appropriate class factor from the Private Passenger Auto Rate Chapter

(3) Multiply by the base rate determined in paragraph (1) by the class factor determined in paragraph (2) and round to the nearest whole dollar.

(4) Deductibles—Multiply the PIP rate determined above by the following applicable factor:

Deductibles	Factors
\$ 250	.90
500	.85
1,000	.80

(5) If an accident prevention course discount (Rule 24) applies, multiply the rate determined above by the appropriate factor.

(6) If additional charges for accidents and convictions (Rule 3) apply, multiply the rate determined above by the appropriate factor and round to the nearest whole dollar.

(7) If a certified risk—financial responsibility filing (Rule 4) is required, multiply the rate determined above by the appropriate factor.

b. Added PIP—Rates for added PIP coverage are provided on a per policy basis. The same rate applies regardless of the number of au-

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tos insured on the policy. Stacking is not allowed.

- (1) Determine the appropriate base rate from the Private Passenger Auto Rate Chapter. Use the Full PIP base rate.
- (2) Determine the appropriate class factor from the Private Passenger Auto Rate Chapter
- (3) Multiply by the base rate determined in paragraph (1) by the class factor determined in paragraph (2) and round to the nearest whole dollar.
- (4) Multiply the PIP rate determined above by the following factors:

Option	Maximum Limit of Liability for the Total of All Added PIP Benefits	Maximum Weekly Limit for Added Work Loss, Replacement Services Loss, Survivor's Economic Loss, and Survivor's Replacement Services Loss	Factor per Policy
1	\$10,000	\$ 50	.25
2	20,000	100	.40
3	30,000	200	.51

Note: The maximum limit of liability for the total of all added PIP benefits in each option applies in addition to the \$10,000 maximum limit of liability for basic PIP benefits.

- (5) If an accident prevention course discount (Rule 24) applies, multiply the rate determined above by the appropriate factor.
 - (6) If additional charges for accidents and convictions (Rule 3) apply, multiply the rate determined above by the appropriate factor and round to the nearest whole dollar.
 - (7) If a certified risk—financial responsibility filing (Rule 4) is required, multiply the rate determined above by the appropriate factor.
- c. Guest PIP
- (1) Determine the appropriate base rate from the Private Passenger Auto Rate Chapter.
 - (2) Determine the appropriate class factor from the Private Passenger Auto Rate Chapter
 - (3) Multiply by the base rates determined in paragraph (1) by the class factor determined in paragraph (2) and round to the nearest whole dollar.
- d. Buy-Back PIP
- (1) For full PIP, refer to paragraph F.2.a above for rating.

- (2) For added PIP, refer to paragraph F.2.b above for rating.

G. Attach applicable endorsement.

Rule 29. RECREATIONAL TRAILERS AND CAMPER BODIES

- A. Determine the territory based on the principal place of garaging (Rule 19).
- B. **Bodily Injury and Property Damage Liability Coverage**
1. Camper Bodies—Coverage is automatic, no separate premium is charged.
 2. Recreational Trailers
 - a. If used with a private passenger auto, as defined in Rule 20, coverage is automatic, no separate premium is charged.
 - b. All Others
 - (1) Multiply the fleet or nonfleet trucks, tractors, and trailers base rates on the rate schedules by a factor of .40.
 - (2) If increased limits (Rule 23) apply, multiply the rates determined above by the appropriate factor. Increased limit factors are applicable to minimum premium.
 - (3) If additional charges (Rule 3) for accidents and convictions apply multiply the rates determined above by the appropriate factor. Additional charges are not applicable to minimum premium.
 - (4) If a certified risk—financial responsibility filing (Rule 4) is required, multiply the rates determined above by the appropriate factor.

Rule 30. MOTOR HOMES

- A. Determine the territory based on the principal place of garaging (Rule 19).
- B. **Bodily Injury and Property Damage Liability Coverage**
1. Multiply the fleet or nonfleet trucks, tractors, and trailers base rate on the rate schedules in the Commercial Auto Chapters by the following factor:
 - a. Overall length not exceeding 22 feet—1.25
 - b. Overall length exceeding 22 feet—1.60
 2. If increased limits (Rule 23) apply, multiply the rates determined above by the appropriate factor. Increased limit factors are applicable to minimum premium.
 3. If additional charges (Rule 3) for accidents and convictions apply, multiply the rates determined above by the appropriate factor. Additional charges are not applicable to minimum premium.

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- 4. If a certified risk—financial responsibility filing (Rule 4) is required, multiply the rates determined above by the appropriate factor.
- C. Uninsured and Underinsured Motorists Coverages**
Refer to Rule 27 for determination of premium.
- D. Personal Injury Protection Coverages**
Refer to Rule 28 for determination of premium.
- E. Medical Payments Coverage**
 - 1. Determine the appropriate base rate from the Private Passenger Auto Rate Chapter.
 - 2. Determine the appropriate class factor from the Private Passenger Auto Rate Chapter.
 - 3. Multiply the base rate determined in paragraph 1 by the class factor determined in paragraph 2 and round to the nearest whole dollar.
 - 4. If an accident prevention course discount (Rule 24) applies, multiply the rate determined above by the appropriate factor.
 - 5. If additional charges for accidents and convictions (Rule 3) apply, multiply the rate determined above by the appropriate factor.

Rule 31. MOTORCYCLES

- A. Determine the territory based on the principal place of garaging (Rule 19).
- B. Motorcycles Used for Commercial Purposes**
Refer to the Commercial General Rules Chapter.
- C. Motorcycles Used for Private Passenger Purposes**
 - 1. Bodily Injury and Property Damage Liability Coverage
 - a. Apply the applicable factor from the table below to the Private Passenger base rate in the Private Passenger auto Rate Chapter for the appropriate territory.

Engine Size	Operator Under Age 25	All Other Operators
0– 50cc	.60	.40
51– 100	.80	.50
101– 200	1.00	.60
201– 360	1.20	.75
361– 500	1.40	.90
501– 800	1.60	1.05
801– 1000	1.80	1.20
Over 1000	2.00	1.35

The above rates contemplate the passenger hazard.

- b. If increased limits (Rule 23) apply, multiply the rates determined above by the appropriate factor. Increased limit factors are applicable to minimum premium.
- c. If additional charges (Rule 3) for accidents and convictions apply, multiply the rates de-

termined above by the appropriate factor. Additional charges are not applicable to minimum premium.

- d. If a certified risk—financial responsibility filing (Rule 4) is required, multiply the rates determined above by the appropriate factor.
- 2. Uninsured and Underinsured Motorists Coverages
Refer to Rule 27 for development of premium.
- 3. Personal Injury Protection Coverages
Refer to Rule 28 for determination of premium.

Rule 32. ANTIQUE AUTOS

- A. Determine the rating territory based on the principal place of garaging (Rule 19).
- B. Bodily Injury and Property Damage Liability Coverage**
 - 1. Multiply the Class 3 Private Passenger rates in the Private Passenger Auto Rate Chapter by a factor of .19 regardless of the type of auto.
 - 2. If increased limits (Rule 23) apply, multiply the rates determined above by the appropriate factor. Increased limit factors are applicable to minimum premium.
 - 3. If additional charges (Rule 3) for accidents and convictions apply multiply the rates determined above by the appropriate factor. Additional charges are not applicable to minimum premium.
 - 4. If a certified risk—financial responsibility filing (Rule 4) is required, multiply the rates determined above by the appropriate factor.
- C. Uninsured and Underinsured Motorists Coverages**
Refer to Rule 27 for determination of premium.
- D. Personal Injury Protection Coverages**
Refer to Rule 28 for determination of premium.
- E. Medical Payments Coverage**
 - 1. Determine the appropriate base rate from the Private Passenger Auto Rate Chapter.
 - 2. Determine the appropriate class factor from the Private Passenger Auto Rate Chapter.
 - 3. Multiply the base rate determined in paragraph 1 by the class factor determined in paragraph 2 and round to the nearest whole dollar.
 - 4. If an accident prevention course discount (Rule 24) applies, multiply the rate determined above by the appropriate factor.
 - 5. If additional charges for accidents and convictions (Rule 3) apply, multiply the rate determined above by the appropriate factor.

Rules 33–50. RESERVED FOR FUTURE USE

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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, Uninsured/Underinsured Motorists, Personal Injury Protection, and Medical Payments Coverage

Refer to Rule 21 for premium development procedures.

Multiply the base rates by the applicable factors down each column unless indicated otherwise.

	BI Liability	PD Liability	UM*	UIM*	PIP	Added PIP*	Medical Payments**
Base Rates							
Class Factor							
<i>Round to the nearest whole dollar.</i>							
PIP Deductible Factor (Rule 28)							
Added PIP* Factor (Rule 28)							
Increased Limits (Rule 23)							
Accident Prevention Course Discount (Rule 24)							
Additional Charges (Rule 3)							
Certified Risks Financial Responsibility (Rule 4)							
Premium (<i>Round to the nearest whole dollar.</i>)							

Refer to Rule 25. Extended Nonowned Auto Coverage—Personal Auto Coverage.

* Provided on a per policy basis.

** Only available if ALL basic reparation insureds reject the tort limitations.

Note: Does not include any applicable municipal/county taxes and the Kentucky premium surcharge.

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

PRIVATE PASSENGER AUTO RATE CHAPTER

LIABILITY, PERSONAL INJURY PROTECTION, AND MEDICAL PAYMENTS BASE RATES

Territory	\$25/50 BI	\$25/50 R.B.I.*	Full PIP	Guest PIP	\$25,000 PD	\$1,000 MP
01	\$1,256	\$866	\$588	\$88	\$615	\$27
02	523	361	230	35	534	11
03	645	445	303	45	543	14
04	521	359	286	43	446	13
05	1,090	752	604	91	370	28
06	1,101	759	624	94	407	29
07	518	357	270	41	512	11
09	655	452	349	52	437	17
10	708	488	368	55	458	18
12	538	371	296	44	450	14
13	886	611	359	54	538	18
14	840	579	344	52	526	17
15	790	545	289	43	576	14
16	567	391	264	40	552	13
17	663	457	346	52	495	16
18	641	442	346	52	462	16

* The residual bodily injury rate only applies where the insured and all members of the family accept the tort limitations. In all other cases, the bodily injury rate applies.

PERSONAL INJURY PROTECTION COVERAGE
MOTORCYCLES USED FOR PRIVATE PASSENGER PURPOSES

	Per Auto
Pedestrian PIP	\$ 14
Full PIP	720
Added PIP	Refer to Rule 2.

UNINSURED AND UNDERINSURED
MOTORISTS COVERAGE (RULE 27)

Uninsured Motorists Coverage Rate per Policy					
	Territories				
BI Limits	01	2-4, 7-12, 14-18	05	06	13
\$ 25/50	\$ 94	\$42	\$138	\$117	\$47
50/100	131	58	192	162	65

Note: For motorcycles used for private passenger purposes, multiply the per policy rate by 2.00.

Total Bodily Injury Limits	Underinsured Motorists Coverage Rate per Policy				
	Territories				
	01	2-4, 7-12, 14-18	05	06	13
\$ 25/50	\$198	\$132	\$253	\$226	\$139
50/100	347	232	444	398	244

Note: For motorcycles used for private passenger purposes, multiply the per policy rate by 2.00.

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

PRIVATE PASSENGER AUTO RATE CHAPTER

CLASS FACTORS

Territories 01-04	
Class	Bodily Injury, Property Damage, Personal Injury Protection, and Medical Payments
1A	1.00
1B	1.10
1C	1.45
2A	1.90
2B	1.90
2C	3.10
3	1.50
4A	1.50
4B	1.65
4C	2.18
4D	2.25
1AF	0.70
2AF	1.33
2BF	1.33
2CF	2.17
4DF	1.05

All Other Territories	
Class	Bodily Injury, Property Damage, Personal Injury Protection, and Medical Payments
1A	1.00
1B	1.00
1C	1.45
2A	1.90
2B	1.90
2C	3.60
3	1.50
4A	1.50
4B	1.50
4C	2.18
4D	2.25
1AF	0.70
2AF	1.33
2BF	1.33
2CF	2.52
4DF	1.05

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL
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COMMERCIAL GENERAL RULES CHAPTER

Rule 51. PREMIUM DEVELOPMENT

- A. Determine the applicable base rate from the Premium Development Rule in the appropriate chapter of this Manual.
- B. Determine the appropriate chapter of the Manual in accordance with the following:
 - 1. All eligible trucks, tractors, and trailers are rated under the Trucks, Tractors, and Trailers Chapter.

Exception: Trucks with load capacities of 1,500 pounds or less owned by an individual or a married couple who are residents of the same household, and not customarily used in the occupation, profession, or business of the insured other than in the course of driving to or from work, are rated under the Private Passenger Chapter.
 - 2. All eligible public transportation autos are rated under the Public Transportation Chapter.
 - 3. ★All eligible auto dealer exposures are rated under the Auto Dealers Chapter. ❖
 - 4. All eligible commercial nonowned exposures are rated under the Nonowned Auto Chapter.

Exception: All named nonowner policies are rated under the Private Passenger Chapter.
 - 5. All other eligible commercial autos are rated under the Special Types and Operations Chapter.
- C. **Bodily Injury and Property Damage Liability Coverage**
 - 1. If increased limits (Rule 52) apply, multiply the rate determined above by the appropriate factor. Increased limit factors are to be applied to minimum coverage premiums, but not the minimum policy premium.
 - 2. If an accident prevention discount applies, refer to Rule 61.
 - 3. If pollution liability coverage (Rule 53) is required, multiply the rate determined above by the appropriate factor.
 - 4. If additional charges for accidents and convictions (Rule 3) apply, increase the rate determined above by the appropriate factor. Additional charges are applicable to minimum coverage premiums but not the minimum policy premium.
 - 5. If a certified risk—financial responsibility filing (Rule 4) is required, increase the rates determined above by the applicable factor.
 - 6. Refer to experience rating plan (Rule 54) and gross receipts (Rule 55) for applicability.
 - 7. Refer to motor carrier filings (Rule 56) for applicability.
 - 8. Refer to out-of-state coverage extension (Rule 57) for applicability.
 - 9. Refer to audit (Rule 60).

D. Uninsured Motorists and Underinsured Motorists Coverage

Refer to Rule 58 for determination of the appropriate premium.

E. No-Fault Coverages

- 1. If deductibles (Rule 59) apply, multiply the base rate by the applicable factor.
- 2. If added PIP (Rule 59) applies, multiply the base rates determined by the applicable factor.
- 3. If an accident prevention discount applies, refer to Rule 61.
- 4. If additional charges for accidents and convictions (Rule 3) apply, increase the rate determined above by the appropriate factor.
- 5. Refer to experience rating plan (Rule 54) and gross receipts (Rule 55) for applicability.

Rule 52. INCREASED LIMITS

NOTE 1: For private passenger autos, refer to the Private Passenger Chapter.

NOTE 2: For factors for limits required by law that are not shown, refer to Rule 2.

A. Optional Single Limits

The increased limits table below shows the factors to be applied to the \$60,000 single limit liability rates to determine the premium for other limits written in accordance with the Extent of Coverage Section of the Plan.

	Light and Medium Trucks	Heavy Trucks and Truck-Tractors		
Single Limits				
\$125,000	1.17	1.18		
150,000	1.21	1.24		
325,000	1.44	1.51		
350,000	1.46	1.54		
	Extra Heavy Trucks and Truck-Tractors	Zone Rated Risks	All Other Risks	
Single Limits				
\$125,000	1.20	1.23	1.20	
150,000	1.26	1.30	1.25	
325,000	1.55	1.61	1.49	
350,000	1.58	1.64	1.52	

B. Single Limits Required by Law

The increased limits table below shows the factors to be applied to the \$60,000 single limit liability rates for increased limits required by law:

COMMERCIAL GENERAL RULES

Single Limits	Table 2 Light and Medium Trucks	Heavy Trucks and Truck- Tractors
\$ 400,000	1.50	1.59
500,000	1.57	1.67
750,000	1.67	1.82
1,000,000	1.75	1.94
1,500,000	2.19	2.43
2,000,000	2.63	2.91
5,000,000	4.38	4.85

Single Limits	Extra Heavy Trucks and Truck-Tractors	Zone Rated Risks	All Other Risks
\$ 400,000	1.65	1.71	1.56
500,000	1.74	1.82	1.63
750,000	1.92	2.02	1.73
1,000,000	2.07	2.17	1.81
1,500,000	2.59	2.71	2.26
2,000,000	3.11	3.26	2.72
5,000,000	5.18	5.43	4.53

	\$25,000/50,000 BI	\$25,000 PD
Nonfleet Light Trucks	.460	.406
All Other Risks	.463	.409

❖

Next, apply the appropriate increased limits factors from the appropriate table above for determination of premium for other limits.

- F. Minimum coverage premiums are subject to increased limit factors.

C. Facultative Reinsurance

Where increased limits are afforded on a risk subject to CAIP limits of liability in excess of \$1,000,000 combined single limit, and the risk is reinsured on a facultative basis, the following rating procedure applies for the determination of the increased limits premium:

1. The applicable increased limits table will apply for limits of liability up to \$1,000,000 combined single limit which are not subject to facultative reinsurance.
2. For limits of liability above \$1,000,000 combined single limit, the premium shall be the facultative cost of such insurance increased by a factor of 1.25.

D. Determination of Single Limit Premium from Split Limit Rates

★To determine the \$60,000 single limit bodily injury and property damage liability rates for those risks subject to CAIP where rates are displayed on a split limits basis, apply a factor of 1.15 to the total of the \$25,000/50,000 bodily injury and \$25,000 property damage split limit liability rates determined in accordance with this Manual.❖

Next, apply the appropriate increased limits factors from the appropriate table above for determination of premium for other limits.

E. Determination of Split Limits Premium from Single Limit Rates

★To determine the \$25,000/50,000 bodily injury and \$25,000 property damage split limit liability rates for those risks not subject to CAIP where rates are displayed on a single limit basis, apply the following factors to the \$60,000 single limit bodily injury and property damage liability rate determined in accordance with this Manual:

Rule 53. POLLUTION LIABILITY

- 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 fluids) 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 fluids) 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 that are in or upon, being transported or towed by, or being loaded onto or unloaded from a covered auto for risks that 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

Multiply the applicable bodily injury and property damage premium for each covered auto transporting any of the commodities described below by the applicable factor below:

COMMERCIAL GENERAL RULES

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 Liquefied compressed gas or compressed gas Class A or B explosives Poison gas (Poison A) Highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	1.25
Oil listed in 49 CFR 172.101 Hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned above	1.10
Nonhazardous property	1.05

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 that develops the highest premium.

2. **Minimum Premium**

All owned autos, except private passenger type autos, are subject to a minimum additional charge. Multiply the applicable bodily injury and property damage liability premium by a factor of 1.05.

3. **Hired Autos**

Multiply the applicable bodily injury and property damage hired auto premium by the applicable factor. Such factor shall be the highest one determined in accordance with paragraph C.1 above for any owned auto. Where hired autos transport more than one class of commodities, apply the charge for the class of commodity transported that develops the highest premium.

Rule 54. 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 limited to 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 higher than \$100,000 combined single limit (CSL).
 - 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 \$60,000 CSL 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.

COMMERCIAL GENERAL RULES

Single Limits	Light and Medium Trucks	Heavy Trucks and Tractors
\$100,000	1.11	1.12

Single Limits	Extra Heavy Trucks and Tractors	Zone Rated	All Other Risks
\$100,000	1.13	1.15	1.13

- 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:

	Latest Full Policy Year	Second Latest Full Policy Year	Third Latest Full Policy Year
\$100,000 CSL			
Garages	.360	.158	.075
Zone Rated	.288	.126	.048
All Others	.133	.059	.028

- 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:

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

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:

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

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.

**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
\$ 15,216– 21,521	0.03	0.365	0.384	\$ 55,500	\$ 58,400
21,522– 27,959	0.04	0.374	0.393	60,450	63,400
27,960– 34,534	0.05	0.381	0.398	63,900	66,850
34,535– 41,250	0.06	0.386	0.402	66,550	69,550
41,251– 48,111	0.07	0.389	0.406	68,800	71,800
48,112– 55,122	0.08	0.392	0.409	70,750	73,750
55,123– 62,286	0.09	0.395	0.411	72,550	75,550
62,287– 69,613	0.10	0.397	0.414	74,250	77,250
69,614– 77,105	0.11	0.400	0.416	75,850	78,900
77,106– 84,767	0.12	0.402	0.417	77,450	80,500
84,768– 92,607	0.13	0.404	0.419	79,000	82,050
92,608– 100,630	0.14	0.406	0.421	80,550	83,550
100,631– 108,844	0.15	0.408	0.423	82,050	85,100
108,845– 117,252	0.16	0.410	0.424	83,600	86,600
117,253– 125,868	0.17	0.411	0.426	85,100	88,150
125,869– 134,692	0.18	0.413	0.428	86,650	89,700
134,693– 143,735	0.19	0.415	0.429	88,200	91,250
143,736– 153,009	0.20	0.417	0.431	89,800	92,800
153,010– 162,515	0.21	0.418	0.432	91,400	94,400
162,516– 172,269	0.22	0.420	0.433	93,000	96,000
172,270– 182,278	0.23	0.421	0.435	94,650	97,650
182,279– 192,551	0.24	0.423	0.436	96,300	99,300
192,552– 203,100	0.25	0.424	0.437	98,050	101,000
203,101– 213,938	0.26	0.426	0.439	99,750	102,750
213,939– 225,073	0.27	0.427	0.439	101,550	104,500
225,074– 236,519	0.28	0.429	0.441	103,350	106,300
236,520– 248,291	0.29	0.430	0.442	105,250	108,150
248,292– 260,402	0.30	0.431	0.443	107,100	110,500
260,403– 272,865	0.31	0.433	0.444	109,050	111,950
272,866– 285,699	0.32	0.434	0.446	111,050	113,900
285,700– 298,917	0.33	0.435	0.446	113,100	115,950
298,918– 312,541	0.34	0.437	0.447	115,200	118,000
312,542– 326,585	0.35	0.438	0.448	117,350	120,100
326,586– 341,073	0.36	0.439	0.449	119,550	122,300
341,074– 356,026	0.37	0.440	0.450	121,800	124,550
356,027– 371,462	0.38	0.442	0.451	124,100	126,800
371,463– 387,410	0.39	0.443	0.452	126,500	129,200
387,411– 403,893	0.40	0.444	0.453	128,950	131,600
403,894– 420,940	0.41	0.445	0.454	131,500	134,100
420,941– 438,581	0.42	0.446	0.454	134,100	136,650
438,582– 456,846	0.43	0.447	0.455	136,800	139,300
456,847– 475,769	0.44	0.448	0.456	139,550	142,050
475,770– 495,387	0.45	0.449	0.457	142,400	144,850
495,388– 515,737	0.46	0.450	0.457	145,350	147,800
515,738– 536,863	0.47	0.451	0.458	148,450	150,800
536,864– 558,810	0.48	0.452	0.459	151,600	153,900
558,811– 581,624	0.49	0.453	0.459	154,850	157,150
581,625– 605,363	0.50	0.453	0.460	158,250	160,450
605,364– 630,079	0.51	0.454	0.461	161,750	163,950
630,080– 655,835	0.52	0.455	0.461	165,400	167,550

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL 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
\$ 655,836– 682,701	0.53	0.456	0.461	\$ 169,200	\$ 171,300
682,702– 710,746	0.54	0.457	0.462	173,150	175,200
710,747– 740,051	0.55	0.457	0.462	177,250	179,250
740,052– 770,705	0.56	0.458	0.463	181,550	183,450
770,706– 802,801	0.57	0.459	0.463	186,000	187,850
802,802– 836,444	0.58	0.459	0.463	190,650	192,500
836,445– 871,750	0.59	0.460	0.464	195,550	197,300
871,751– 908,840	0.60	0.461	0.464	200,650	202,350
908,841– 947,859	0.61	0.461	0.465	206,000	207,650
947,860– 988,959	0.62	0.461	0.465	211,600	213,200
988,960– 1,032,310	0.63	0.462	0.465	217,500	219,050
1,032,311– 1,078,105	0.64	0.462	0.465	223,750	225,200
1,078,106– 1,126,553	0.65	0.463	0.466	230,300	231,700
1,126,554– 1,177,895	0.66	0.463	0.466	237,200	238,550
1,177,896– 1,232,395	0.67	0.464	0.466	244,500	245,800
1,232,396– 1,290,357	0.68	0.464	0.466	252,300	253,500
1,290,358– 1,352,118	0.69	0.464	0.467	260,500	261,700
1,352,119– 1,418,066	0.70	0.465	0.467	269,300	270,400
1,418,067– 1,488,643	0.71	0.465	0.467	278,600	279,700
1,488,644– 1,564,355	0.72	0.465	0.467	288,600	289,600
1,564,356– 1,645,778	0.73	0.466	0.467	299,300	300,250
1,645,779– 1,733,588	0.74	0.466	0.467	310,800	311,700
1,733,589– 1,828,566	0.75	0.466	0.467	323,200	324,000
1,828,567– 1,931,628	0.76	0.466	0.468	336,550	337,350
1,931,629– 2,043,850	0.77	0.467	0.468	351,050	351,800
2,043,851– 2,166,511	0.78	0.467	0.468	366,850	367,550
2,166,512– 2,301,141	0.79	0.467	0.468	384,100	384,700
2,301,142– 2,449,577	0.80	0.467	0.468	403,000	403,550
2,449,578– 2,614,062	0.81	0.467	0.468	423,800	424,350
2,614,063– 2,797,344	0.82	0.467	0.468	446,850	447,350
2,797,345– 3,002,842	0.83	0.468	0.468	472,550	473,000
3,002,843– 3,234,855	0.84	0.468	0.468	501,350	501,750
3,234,856– 3,498,872	0.85	0.468	0.468	533,800	534,200
3,498,873– 3,802,002	0.86	0.468	0.468	570,750	571,100
3,802,003– 4,153,632	0.87	0.468	0.468	613,200	613,450
4,153,633– 4,566,415	0.88	0.468	0.468	662,350	662,600
4,566,416– 5,057,823	0.89	0.468	0.468	720,100	720,300
5,057,824– 5,652,686	0.90	0.468	0.468	788,800	788,950
5,652,687– 6,387,517	0.91	0.468	0.468	871,950	872,100
6,387,518– 7,318,303	0.92	0.468	0.468	974,650	974,750
7,318,304– 8,535,485	0.93	0.468	0.468	1,104,700	1,104,800
8,535,486– 10,195,278	0.94	0.468	0.468	1,274,800	1,274,850
10,195,279– 12,592,759	0.95	0.468	0.468	1,506,700	1,506,750
12,592,760– 16,360,224	0.96	0.468	0.468	1,841,650	1,841,700
16,360,225– 23,141,667	0.97	0.468	0.468	2,368,000	2,368,000
23,141,668– 38,965,028	0.98	0.468	0.468	3,315,400	3,315,400
38,965,029– 118,081,838	0.99	0.468	0.468	5,525,950	5,525,950
118,081,839 and over	1.00	0.468	0.468	16,578,700	16,578,700



COMMERCIAL GENERAL RULES**Rule 55. GROSS RECEIPTS****Bodily Injury and Property Damage Liability Coverage Only****A. Eligibility**

Truckers or intercity or urban bus risks may be written on the gross receipts rating basis if

1. the risk has been in business for at least 15 months immediately preceding the effective date of the policy, and
2. the risk is comprised of 50 or more power units and/or has \$5 million in annual gross receipts.

B. The policy must cover the insured for all owned and nonowned trucks, tractors, and trailers used in the insured's trucking operations; and for intercity and urban bus risks, the policy must cover the insured for all owned and nonowned public autos, private passenger autos, and trucks, tractors, or trailers used in the insured's public transportation operations. For trucking risks, the policy may also cover either private passenger autos or nonowned auto liability or both; and for intercity and urban bus risks, the policy must also cover the insured's nonowned auto liability.

C. Definitions

1. Truckers—Gross receipts means the total amount earned by the insured for shipping or transporting property. It includes
 - a. the total amount received from the rental of equipment with or without drivers, to any person or organization not engaged in the business of transporting property for hire by auto, and
 - b. .15 of the total amount received from the rental of equipment with or without drivers, to any person or organization engaged in the business of transporting property for hire by auto.
2. Intercity and Urban Buses—Gross receipts means the total amount earned by the insured for transporting passengers, mail, and merchandise.
3. Gross receipts do not include
 - a. amounts paid to air, sea, or land carriers operating under their own permits;
 - b. taxes collected as a separate item and paid directly to the government;
 - c. C.O.D. collections for cost of merchandise including collection fees;
 - d. warehouse storage charges;
 - e. advertising revenues.
4. For truckers these definitions apply whether shipment originates with the insured or some other carrier.

D. Rates and Premium Development

1. The rating rules that apply in the headquarters location of the risk shall govern the rating of all operations regardless of location. Headquarters means the address given to the Interstate Commerce Commission or any state administrative authority as the principal business address of the risk.

2. Using the current rates, develop the estimated premium by averaging the specified auto premium for all equipment owned and term-leased as of 12 months and as of 3 months prior to the effective date of the policy. Also include the total premium for other coverages, such as nonowned auto liability and hired auto, if the policy provides such coverages.
3. Divide the estimated premium by the actual gross receipts developed during the 12 months period ending 3 months prior to the effective date of the policy.
4. Convert this amount into a rate per \$100 of gross receipts by multiplying by 100.
5. Compute the advance premium by multiplying the rate per \$100 of gross receipts by the estimated total gross receipts for the policy period for all revenue producing autos including those trip-leased.
6. Compute the earned premium by multiplying the rate per \$100 of gross receipts by the audited total gross receipts, whether or not collected, developed during the policy period.
7. The minimum premium is .20 of the estimated annual premium, but not less than the average specified auto premium multiplied by 3. Express the minimum premium in the policy as a fixed dollar amount. The annual minimum premium is not subject to adjustment upon expiration of the policy.
8. Compute the premium for trucks, tractors, and trailers that are rented to any person or organization engaged in the business of transporting property for hire under long term contracts at .15 of the rates that otherwise apply during the period of rental provided the autos are identified and so designated.

Rule 56. MOTOR CARRIER FILINGS

When a certificate of insurance is filed for motor carriers to comply with federal, state, local laws, or ordinances, a flat fully earned premium charge of \$25, not subject to modification, shall be made for each certificate filed.

Rule 57. OUT-OF-STATE COVERAGE EXTENSIONS

When the Out-of-State Coverage Extensions endorsement is issued to delete the exception relating to motor carriers, a flat fully earned premium charge of \$50, not subject to modification, shall be made for such endorsement request.

Attach applicable endorsement.

Rule 58. UNINSURED AND UNDERINSURED MOTORISTS COVERAGE**A. Uninsured Motorists Coverage**

1. This form of auto insurance shall be afforded under every auto liability policy issued or delivered to the owner of an auto registered or principally garaged in Kentucky.

COMMERCIAL GENERAL RULES

This form of coverage must apply to all autos on the policy.

EXCEPTIONS:

- a. Each named insured has the right to reject such coverage in writing.
 - b. Subsequent renewal policies issued by the same insurer need not provide the rejected coverage unless a named insured requests such coverage in writing.
 - c. Increased limits may be afforded but not in excess of the limits of liability of the policy.
2. The minimum required uninsured motorists coverage limits are \$60,000 single limit bodily injury liability.
 3. Rates

BI Limits	★ Rate per Auto Registered in Kentucky	
	Single Auto	Multiauto per Auto
\$ 60,000	\$35	\$51
125,000	45	59
150,000	47	61
325,000	56	66
350,000	57	67

B. Underinsured Motorists Coverage

1. Underinsured motorists coverage shall be made available upon the request of the named insured under the following conditions:
 - a. Underinsured motorists limits can be no greater than the bodily injury limits of the policy.
 - b. Underinsured motorists coverage must apply to all autos insured under the policy.
2. Rates

BI Limits	★ Rate per Auto Registered in Kentucky	
	Single Auto	Multiauto per Auto
\$ 60,000	\$ 59	\$127
125,000	96	171
150,000	106	183
325,000	153	226
350,000	158	230

C. Motorcycles

For motorcycles used for commercial purposes, multiply the otherwise applicable rate by a factor of 2.00.

- D. Attach applicable endorsements.
- E. The premium shall not be subject to modification under the provisions of any rating plan or other Manual rules.

Rule 59. KENTUCKY MOTOR VEHICLE NO-FAULT ACT

A. Personal Injury Protection Coverage

Personal injury protection (PIP) coverage shall be afforded on policies or binders providing bodily injury and property damage liability coverages for owned motor vehicles registered in the Commonwealth of Kentucky and subject to the provisions of Subtitle 39 of the Kentucky Revised Statutes, Chapter 304.

PIP coverage shall be for an aggregate limit of \$10,000 per insured injured person. The maximum limit of liability for the total of work loss, replacement services loss, survivor's economic loss, and survivor's replacement services loss is \$200 per week.

Pedestrian PIP must be afforded motorcycle risks. Full or added PIP is optional for such risks.

B. Guest Personal Injury Protection Coverage

Guest PIP is applicable only when the named insured and all regular operators of the insured's autos have rejected the tort limitation contained in the Kentucky No-Fault Law and none have purchased PIP under the buy-back provision. In all other cases the full personal injury protection applies.

C. Added Personal Injury Protection

Every insurer providing PIP shall also provide added PIP at the request of the named insured.

Added PIP is not available on a policy that provides guest PIP only.

D. Deductibles

In those cases where the PIP rate is applicable, the assigned insurer shall, upon request of the applicant or insured, provide aggregate deductibles, per accident, for the personal injury protection coverage of \$250, \$500, or \$1,000 applicable to the named insured and family members.

E. Rates

1. Motorcycles Used for Commercial Purposes
 - a. Pedestrian PIP—The rate is \$18 per auto.
 - b. Full PIP—The rate is \$793 per auto.
 - c. Added PIP—Refer to Plan for rates.
2. All Other Risks
 - a. PIP—Charge the full PIP rate on the rate schedules per auto.
 - b. Guest PIP—Charge the guest PIP rate on the rate schedules per auto.
 - c. Deductibles—Multiply the PIP rate on the rate schedules by the following applicable factor:

Deductibles	Factors
\$ 250	.85
500	.75
1,000	.65

- d. Added PIP—Multiply the applicable PIP rates on the rate schedules by the following applicable factors:

Option	Maximum Limit of Liability for the Total of all Added PIP Benefits	Maximum Weekly Limit for Added Work Loss, Replacement Services Loss, Survivor's Economic Loss, and Survivor's Replacement Services Loss	Factor per Auto
1	\$10,000	\$ 50	1.25
2	20,000	100	1.40
3	30,000	200	1.50

Note: The maximum limit of liability for the total of all added PIP benefits in each option applies in addition to the \$10,000 maximum limit of liability for basic PIP benefits. This \$10,000 maximum limit is not subject to stacking. The maximum limit of liability for the total of all added PIP benefits is subject to stacking.

- F. Attach applicable endorsement.

Rule 60. AUDIT

Annual Premium Adjustment

On policies that 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 at authorized rates, on the estimated exposure for the policy period, or the minimum premium for the policy, whichever is greater.

Rule 61. ACCIDENT PREVENTION DISCOUNT

- A. Multiply the applicable single limit of liability, PIP, and added PIP coverages by a factor of .98 if the principal operator of a specific vehicle is:
1. age 55 or older and has a completion certificate dated within the most recent 60 months certifying that he or she has successfully completed a motor vehicle accident prevention course approved by the Kentucky Transportation Cabinet; or
 2. a member of the United States Armed Forces and has a completion certificate dated within the most recent 60 months certifying that he or she has successfully completed a defensive driving course provided by the United States Armed Forces, regardless of age.
- B. If the policy insures two or more vehicles, the discount shall apply only to the auto principally operated by a person with the course completion certificate.
- C. The discount shall apply to new and renewal policies with inception dates occurring within a period of five years following the course completion date.
- D. The discount shall apply only once to each vehicle regardless of the number of operators with course completion certificates.
- E. The discount shall not apply if the course was self-instructed or was completed under a court order as a result of a motor vehicle conviction.

Rules 62–70. RESERVED FOR FUTURE USE

COMMERCIAL GENERAL RULES

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†	.446	.446	.446
e. Expected losses (c x d)	\$41,716	\$40,708	\$39,701
f. Loss development factor	.133	.059	.028
g. Expected ultimate losses (e x f)	\$5,548	\$2,402	\$1,112
h. Losses (paid, outstanding, and allocated claim expense)*	\$85,694	\$58,530	\$49,960
i. Total adjusted losses (g + h)	\$91,242	\$60,932	\$51,072

* 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)	\$91,242	\$60,932	\$51,072	\$203,246
(3) Actual loss ratio (2) ÷ (1)				0.742
(4) Adjusted expected loss ratio†				0.446
USE SIGNS – FOR CREDIT AND + FOR DEBIT				
(5) Credit [(4) – (3)] ÷ (4) OR Debit [(3) – (4)] ÷ (4)				+0.664
(6) Credibility factor†				0.320
(7) Experience modification (5) x (6) stated as a percentage (DEBIT)				+21%
(8) Experience Modification Factor ((7) + 1.00)				1.21

† 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).

EXPERIENCE RATING WORKSHEET

EXPERIENCE USED

	Latest	Second Latest	Third Latest
	Full Policy Year	Full Policy Year	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	Second Latest	Third Latest	Total
	Full Policy Year	Full Policy Year	Full Policy Year	
(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 (DEBIT or CREDIT)				%
(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).

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL GENERAL RULES

GROSS RECEIPTS RATING EXAMPLE

(1)	Total Manual Premium for Equipment Owned and Term-Leased (including nonowned and hired auto) 12 Months Prior to Effective Date:	\$228,360
(2)	Total Number of Power Units Owned and Term-Leased 12 Months Prior to Effective Date:	55
(3)	Total Manual Premium for Equipment Owned and Term-Leased (including nonowned and hired auto) 3 Months Prior to Effective Date:	\$249,120
(4)	Total Number of Power Units Owned and Term-Leased 3 Months Prior to Effective Date:	60
(5)	Average Specified Auto Premium $[(1) \div (2) + (3) \div (4)] \div 2$:.....	\$4,152
(6)	Estimated Premium $[(1) + (3)] \div 2$:.....	\$238,740
(7)	Actual Gross Receipts for 12 Months Ending 3 Months Prior to Effective Date:	\$5,750,000
(8)	Gross Receipts Rate $[(6) \div (7)] \times 100$:.....	\$4.15
(9)	Estimated Gross Receipts for Policy Period:.....	\$6,095,000
(10)	Estimated Liability Premium $[(9) \div 100] \times (8)$:.....	\$252,943
(11)	Minimum Premium $[(.20 \times (6)) \text{ or } (3 \times (5)) \text{ whichever is greater}]$:	\$47,748

GROSS RECEIPTS RATING WORKSHEET

- (1) Total Manual Premium for Equipment Owned and Term-Leased (including nonowned and hired auto)
12 Months Prior to Effective Date: \$
- (2) Total Number of Power Units Owned and Term-Leased 12 Months Prior to Effective Date:
- (3) Total Manual Premium for Equipment Owned and Term-Leased (including nonowned and hired auto)
3 Months Prior to Effective Date: \$
- (4) Total Number of Power Units Owned and Term-Leased 3 Months Prior to Effective Date:
- (5) Average Specified Auto Premium $[(1) \div (2) + (3) \div (4)] \div 2$: \$
- (6) Estimated Premium $[(1) + (3)] \div 2$: \$
- (7) Actual Gross Receipts for 12 Months ending 3 Months Prior to Effective Date: \$
- (8) Gross Receipts Rate $[(6) \div (7)] \times 100$: \$
- (9) Estimated Gross Receipts for Policy Period: \$
- (10) Estimated Liability Premium $[(9) \div 100] \times (8)$: \$
- (11) Minimum Premium $[(.20 \times (6)) \text{ or } (3 \times (5)) \text{ whichever is greater}]$: \$

Note: The premium for trucks, tractors, and trailers that are rented to any person or organization engaged in the business of transporting property for hire under long term contracts is to be developed at .15 of the rates that otherwise apply during the period of rental, provided the autos are identified and so designated.

NOTES

TRUCKS, TRACTORS, AND TRAILERS CHAPTER

***For the purposes of this Chapter, the words “regular” and “regularly” mean that the operations are contemplated, planned, or expected.**

Rule 71. ELIGIBILITY

★This Chapter applies to trucks, truck-tractors, trailers, and semitrailers including pickups and vans (other than those rated under the provisions of the Private Passenger Chapter of this Manual) and not specifically treated in the Public, Auto Dealers, or Special Types and Operations Chapters of this Manual.❖

- (1) Vehicles not eligible for PIP
- (2) 0–49% of regular operators have accepted tort limitations
- (3) 50–99% of regular operators have accepted the tort limitations
- (4) All regular operators have accepted the tort limitations

Rule 72. PREMIUM DEVELOPMENT—OTHER THAN ZONE RATED AUTOS

- A. This Rule applies to
 - 1. all light trucks and trailers used with light trucks;
 - 2. all other trucks, tractors, and trailers that regularly operate within a 200-mile radius from the street address of principal garaging. For those autos regularly operating beyond a 200-mile radius, refer to Rule 73. Premium Development—Zone Rated Autos.
- B. Determine the classification rating factors as follows:
 - 1. Determine whether the risk is classified as fleet or nonfleet according to the Trucks, Tractors, and Trailers Classifications Rule (Rule 74).
 - 2. Determine the primary rating factor from the Trucks, Tractors, and Trailers Classifications Rule (Rule 74) based on size class, business use class, and radius class.
 - 3. Determine the secondary rating factor, if any, from the Trucks, Tractors, and Trailers Classifications Rule (Rule 74) based on the special industry classifications.
 - 4. Determine the combined rating factor by adding the secondary rating factor to or subtracting it from the primary rating factor.
 - 5. For trailers used with light trucks that regularly operate beyond a 200-mile radius, use the rating factor for the intermediate rating class.

- b. Multiply the base rate by the combined rating factor.
- 3. No-Fault Coverage
 - a. Determine the base rate from the rate schedules according to the following criteria:
 - (1) Not covered by workers' compensation
 - (2) Covered by workers' compensation
 - (3) Guest PIP

Note: Guest PIP for persons other than the named insured and resident relatives applies only when the named insured and all regular operators of the insured's autos have rejected the tort limitation.

C. Premium Development

- 1. Rating Territory

Determine the rating territory from the territory definitions based on the street address of principal garaging.

Note: For all light trucks where there is an unmarried male operator under age 25 and such autos is also used for private passenger purposes, use the highest premium developed by either the subparagraphs below or the Premium Development Rule (Rule 21) in the Private Passenger Chapter of this Manual.
- 2. Bodily injury and Property Damage Liability Coverage
 - a. Determine the base rate from the rate schedules according to the following criteria:

- b. Trucks and Tractors

Primary and secondary rating factors do not apply.
- c. Trailers
 - (1) Multiply the base rate determined above by the primary rating factor.
 - (2) Secondary rating factors do not apply.
- D. Refer to the special provisions in Rule 74.D for applicability.
- E. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Rule 73. PREMIUM DEVELOPMENT—ZONE RATED AUTOS

- 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 auto as follows:

The zone combination is the zone of principal garaging and the highest rated zone in which or through which the auto is operated.
- C. **Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages**
 - 1. Determine whether the auto is classified as fleet or nonfleet according to the Trucks, Tractors, and Trailers Classifications Rule (Rule 74).

TRUCKS, TRACTORS, AND TRAILERS

2. Determine the primary rating factor from the Trucks, Tractors, and Trailers Classifications Rule (Rule 74).
3. Determine the bodily injury and property damage liability base rate for the zone combination from the zone rating table.
4. Multiply the base rate by the primary rating factor.
5. For zone rated risks subject to the Kentucky No-Fault Law, the rates shall be determined as follows:
 - a. Bodily Injury and Property Damage Liability Coverage
 - (1) Multiply the rate as determined in 4 above by .87 for risks where the insured and 50–99% of the regular operators of the insured’s motor vehicle have accepted the tort limitation.
 - (2) Multiply the rate as determined in 4 above by .85 where the insured and all regular operators of the insured’s motor vehicle have accepted the tort limitation.
 - b. No-Fault Coverage
 - (1) PIP—Multiply the rate determined in 4 above by .07.
 - (2) Guest PIP—Multiply the PIP rate determined in (1) above by .15.
6. Refer to the special provisions in Rule 74.D for applicability.
7. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

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 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.
- 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.

TRUCKS, TRACTORS, AND TRAILERS

- 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 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).
 - 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

TRUCKS, TRACTORS, AND TRAILERS

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.

**COMMERCIAL AUTO LIABILITY RATES
\$60,000 SINGLE LIMIT—ZONE RATES
ZONE 07 (CINCINNATI) COMBINATIONS**

★

ZONE	DESCRIPTION	CODE	NONFLEET	FLEET
01	Atlanta	201	\$4,837	\$3,386
02	Baltimore/Washington	202	4,693	3,285
03	Boston	203	4,287	3,001
04	Buffalo	204	4,693	3,285
05	Charlotte	205	4,837	3,386
06	Chicago	206	4,508	3,156
07	Cincinnati	207	4,508	3,156
08	Cleveland	208	4,508	3,156
09	Dallas/Ft. Worth	209	4,176	2,923
10	Denver	210	5,018	3,513
11	Detroit	211	4,508	3,156
12	Hartford	212	4,287	3,001
13	Houston	213	4,176	2,923
14	Indianapolis	214	4,508	3,156
15	Jacksonville	215	4,837	3,386
16	Kansas City	216	4,206	2,944
17	Little Rock	217	4,176	2,923
18	Los Angeles	218	4,374	3,062
19	Louisville	219	5,042	3,529
20	Memphis	220	5,042	3,529
21	Miami	221	4,837	3,386
22	Milwaukee	222	4,206	2,944
23	Minneapolis/St. Paul	223	4,206	2,944
24	Nashville	224	5,042	3,529
25	New Orleans	225	4,552	3,186
26	New York City	226	4,693	3,285
27	Oklahoma City	227	4,176	2,923
28	Omaha	228	4,206	2,944
29	Phoenix	229	5,018	3,513
30	Philadelphia	230	4,693	3,285
31	Pittsburgh	231	4,693	3,285
32	Portland	232	4,374	3,062
33	Richmond	233	4,837	3,386
34	St. Louis	234	4,206	2,944
35	Salt Lake City	235	5,018	3,513
36	San Francisco	236	4,374	3,062
37	Tulsa	237	4,176	2,923
40	Pacific	240	4,488	3,142
41	Mountain	241	5,153	3,607
42	Midwest	242	4,317	3,022
43	Southwest	243	4,287	3,001
44	North Central	244	4,626	3,238
45	Mideast	245	5,176	3,623
46	Gulf	246	4,669	3,268
47	Southeast	247	4,965	3,476
48	Eastern	248	4,817	3,372
49	New England	249	4,401	3,081

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

TRUCKS, TRACTORS, AND TRAILERS

**COMMERCIAL AUTO LIABILITY RATES
\$60,000 SINGLE LIMIT—ZONE RATES
ZONE 19 (LOUISVILLE) COMBINATIONS**

ZONE	DESCRIPTION	CODE	NONFLEET	FLEET
01	Atlanta	401	\$4,837	\$3,386
02	Baltimore/Washington	402	4,693	3,285
03	Boston	403	4,287	3,001
04	Buffalo	404	4,693	3,285
05	Charlotte	405	4,837	3,386
06	Chicago	406	4,508	3,156
07	Cincinnati	407	4,508	3,156
08	Cleveland	408	4,508	3,156
09	Dallas/Ft. Worth	409	4,176	2,923
10	Denver	410	5,018	3,513
11	Detroit	411	4,508	3,156
12	Hartford	412	4,287	3,001
13	Houston	413	4,176	2,923
14	Indianapolis	414	4,508	3,156
15	Jacksonville	415	4,837	3,386
16	Kansas City	416	4,206	2,944
17	Little Rock	417	4,176	2,923
18	Los Angeles	418	4,374	3,062
19	Louisville	419	5,042	3,529
20	Memphis	420	5,042	3,529
21	Miami	421	4,837	3,386
22	Milwaukee	422	4,206	2,944
23	Minneapolis/St. Paul	423	4,206	2,944
24	Nashville	424	5,042	3,529
25	New Orleans	425	4,552	3,186
26	New York City	426	4,693	3,285
27	Oklahoma City	427	4,176	2,923
28	Omaha	428	4,206	2,944
29	Phoenix	429	5,018	3,513
30	Philadelphia	430	4,693	3,285
31	Pittsburgh	431	4,693	3,285
32	Portland	432	4,374	3,062
33	Richmond	433	4,837	3,386
34	St. Louis	434	4,206	2,944
35	Salt Lake City	435	5,018	3,513
36	San Francisco	436	4,374	3,062
37	Tulsa	437	4,176	2,923
40	Pacific	440	4,488	3,142
41	Mountain	441	5,153	3,607
42	Midwest	442	4,317	3,022
43	Southwest	443	4,287	3,001
44	North Central	444	4,626	3,238
45	Mideast	445	5,176	3,623
46	Gulf	446	4,669	3,268
47	Southeast	447	4,965	3,476
48	Eastern	448	4,817	3,372
49	New England	449	4,401	3,081

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

TRUCKS, TRACTORS, AND TRAILERS

**COMMERCIAL AUTO LIABILITY RATES
\$60,000 SINGLE LIMIT—ZONE RATES
ZONE 45 (MIDEAST) COMBINATIONS**

ZONE	DESCRIPTION	CODE	NONFLEET	FLEET
01	Atlanta	901	\$4,965	\$3,476
02	Baltimore/Washington	902	4,817	3,372
03	Boston	903	4,401	3,081
04	Buffalo	904	4,817	3,372
05	Charlotte	905	4,965	3,476
06	Chicago	906	4,626	3,238
07	Cincinnati	907	4,626	3,238
08	Cleveland	908	4,626	3,238
09	Dallas/Ft. Worth	909	4,287	3,001
10	Denver	910	5,153	3,607
11	Detroit	911	4,626	3,238
12	Hartford	912	4,401	3,081
13	Houston	913	4,287	3,001
14	Indianapolis	914	4,626	3,238
15	Jacksonville	915	4,965	3,476
16	Kansas City	916	4,317	3,022
17	Little Rock	917	4,287	3,001
18	Los Angeles	918	4,488	3,142
19	Louisville	919	5,176	3,623
20	Memphis	920	5,176	3,623
21	Miami	921	4,965	3,476
22	Milwaukee	922	4,317	3,022
23	Minneapolis/St. Paul	923	4,317	3,022
24	Nashville	924	5,176	3,623
25	New Orleans	925	4,669	3,268
26	New York City	926	4,817	3,372
27	Oklahoma City	927	4,287	3,001
28	Omaha	928	4,317	3,022
29	Phoenix	929	5,153	3,607
30	Philadelphia	930	4,817	3,372
31	Pittsburgh	931	4,817	3,372
32	Portland	932	4,488	3,142
33	Richmond	933	4,965	3,476
34	St. Louis	934	4,317	3,022
35	Salt Lake City	935	5,153	3,607
36	San Francisco	936	4,488	3,142
37	Tulsa	937	4,287	3,001
40	Pacific	940	4,605	3,224
41	Mountain	941	5,284	3,699
42	Midwest	942	4,428	3,100
43	Southwest	943	4,397	3,078
44	North Central	944	4,746	3,322
45	Mideast	945	5,307	3,715
46	Gulf	946	4,790	3,353
47	Southeast	947	5,092	3,564
48	Eastern	948	4,941	3,459
49	New England	949	4,515	3,161



TRUCKS, TRACTORS, AND TRAILERS

Rule 74. TRUCKS, TRACTORS, AND TRAILERS CLASSIFICATIONS

Classify trucks, tractors, and trailers as follows:

A. Fleet—Nonfleet Classifications

1. Classify as fleet the autos of any risk that has five or more self-propelled autos of any type that are under one ownership.
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 autos of any other risk as nonfleet.
4. Do not change the fleet or nonfleet classification because of midterm changes in the number of owned autos except at the request of the insured. The policy must be cancelled and rewritten in accordance with the Cancellations Rule (Rule 9).

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.
2. Size Class
 - a. Light Trucks—Trucks that have a GVW of 10,000 pounds or less.
 - b. Medium Trucks—Trucks that have a GVW of 10,001–20,000 pounds.
 - c. Heavy Trucks—Trucks that have a GVW of 20,001–45,000 pounds.
 - d. Extra Heavy Trucks—Trucks that have a 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 GCW of 45,000 pounds or less.
 - (2) Extra Heavy Truck-Tractors—Truck-tractors that have a 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 semitrailer.

- h. Service or Utility Trailer—Any trailer or semi-trailer with load capacity of 2,000 pounds or less.

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. This classification applies to autos that have reduced exposure because their use is closely associated with the installation or service of appliances, fixtures, equipment, and other products. It includes autos used by artisan-type risks, such as carpenters, plumbers, and contractors. The delivery of a product to be installed or that has been repaired does not disqualify the auto from this classification.

- b. Retail Use—Autos used to pick up property from or deliver property to individual households. Deliveries of heating fuel, milk, groceries, drugs, and laundry are examples of the exposures in this classification. This class also includes parcel post and mail delivery where deliveries are primarily to private households.

- c. Commercial Use—Autos used for transporting property other than those autos defined as service or retail and all truckers.

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. Primary Classifications—Rating Factors—See the following tables.

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

TRUCKS, TRACTORS, AND TRAILERS



FLEET

PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

Size Class	Business Use Class	Factor CD	Radius Class		
			Local Up to 50 Miles BI and PD	Intermediate 51 to 200 Miles BI and PD	Long Distance Over 200 Miles BI and PD
Light Trucks (0–10,000 lbs GVW)	Service	Factor CD	014-- 1.00	015-- 1.20	016-- 1.30
	Retail	Factor CD	024-- 1.50	025-- 1.80	026-- 1.80
	Commercial	Factor CD	034-- 1.35	035-- 1.65	036-- 1.75
ZONE RATED					
Medium Trucks (10,001–20,000 lbs GVW)	Service	Factor CD	214-- 1.05	215-- 1.25	216-- .85
	Retail	Factor CD	224-- 1.55	225-- 1.85	226-- .85
	Commercial	Factor CD	234-- 1.40	235-- 1.70	236-- .85
Heavy Trucks (20,001–45,000 lbs GVW)	Service	Factor CD	314-- 1.10	315-- 1.40	316-- 1.00
	Retail	Factor CD	324-- 1.65	325-- 2.05	326-- 1.00
	Commercial	Factor CD	334-- 1.50	335-- 1.90	336-- 1.00
Extra Heavy Trucks (Over 45,000 lbs GVW)		Factor CD	404-- 2.10	405-- 2.70	406-- 1.45
Heavy Truck-Tractors (0–45,000 lbs GCW)	Service	Factor CD	344-- 1.35	345-- 1.65	346-- 1.00
	Retail	Factor CD	354-- 2.00	355-- 2.45	356-- 1.00
	Commercial	Factor CD	364-- 1.85	365-- 2.30	366-- 1.00
Extra Heavy Truck-Tractors (Over 45,000 lbs GCW)		Factor CD	504-- 2.35	505-- 3.00	506-- 1.45
Trailer Types					
Semitrailers		Factor CD	674-- .10	675-- .15	676-- .15
Trailers		Factor CD	684-- .10	685-- .15	686-- .15
Service or Utility Trailer (0–2,000 lbs Load Capacity)		Factor CD	694-- .00	695-- .00	696-- .00

Note: For statistical coding information, refer to statistical plan in use by company.

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

TRUCKS, TRACTORS, AND TRAILERS

NONFLEET

PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

Size Class	Business Use Class	Factor CD	Radius Class		
			Local Up to 50 Miles BI and PD	Intermediate 51 to 200 Miles BI and PD	Long Distance Over 200 Miles BI and PD
Light Trucks (0–10,000 lbs GVW)	Service	Factor CD	011-- 1.00	012-- 1.20	013-- 1.30
	Retail	Factor CD	021-- 1.50	022-- 1.80	023-- 1.80
	Commercial	Factor CD	031-- 1.35	032-- 1.65	033-- 1.75
ZONE RATED					
Medium Trucks (10,001–20,000 lbs GVW)	Service	Factor CD	211-- 1.05	212-- 1.25	213-- .85
	Retail	Factor CD	221-- 1.55	222-- 1.85	223-- .85
	Commercial	Factor CD	231-- 1.40	232-- 1.70	233-- .85
Heavy Trucks (20,001–45,000 lbs GVW)	Service	Factor CD	311-- 1.10	312-- 1.40	313-- 1.00
	Retail	Factor CD	321-- 1.65	322-- 2.05	323-- 1.00
	Commercial	Factor CD	331-- 1.50	332-- 1.90	333-- 1.00
Extra Heavy Trucks (Over 45,000 lbs GVW)		Factor CD	401-- 2.10	402-- 2.70	403-- 1.45
Heavy Truck-Tractors (0–45,000 lbs GCW)	Service	Factor CD	341-- 1.35	342-- 1.65	343-- 1.00
	Retail	Factor CD	351-- 2.00	352-- 2.45	353-- 1.00
	Commercial	Factor CD	361-- 1.85	362-- 2.30	363-- 1.00
Extra Heavy Truck-Tractors (Over 45,000 lbs GCW)		Factor CD	501-- 2.35	502-- 3.00	503-- 1.45
Trailer Types					
Semitrailers		Factor CD	671-- .10	672-- .15	673-- .15
Trailers		Factor CD	681-- .10	682-- .15	683-- .15
Service or Utility Trailer (0–2,000 lbs Load Capacity)		Factor CD	691-- .00	692-- .00	693-- .00

Note: For statistical coding information, refer to statistical plan in use by company.



TRUCKS, TRACTORS, AND TRAILERS

C. Secondary Classification—Special Industry Class

1. These rating factors do not apply to trailer types, light trucks other than farmers, and zone rated autos.
2. Where more than one secondary rating factor applies, use the highest rated classification unless 80% of the use is in a lower rated activity. In that case, use the lower rated classification.

Class Designator	Classification	Secondary Factor to Be Combined with Primary Factor
2—	Truckers—Autos used to haul or transport goods, materials, or commodities for another (other than autos used in moving operations) including tow trucks for hire	+0.65
3—	Food Delivery—Autos used by food manufacturers to transport raw and finished products or used in wholesale distribution of food	+0.40
4—	Specialized Delivery—Autos used in deliveries subject to time and similar constraints, such as but not limited to armored cars, film delivery, magazines or newspapers, and mail and parcel post	+0.65
5—	Waste Disposal—Autos transporting salvage and waste material for disposal or resale, such as but not limited to ash and garbage removal, autos dismantlers, building wrecking operations, and junk, metal, and scrap dealers.....	+0.25
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. .	-0.50
7—	Dump and Transit Mix—(IMPORTANT: Use these factors only when no other secondary classification applies including the truckers secondary classification).....	-0.20
9—	All Other—Not secondary rated, including all zone rated risks other than truckers. For zone rated truckmen use the applicable classification designator 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 (Rule 75) also applies.
2. Transporters of Liquid Products. A policy 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. Attach the applicable Wrong Delivery of Liquid Products endorsement.
3. Amusement Devices. A policy 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 bodily injury and property damage 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 policy that covers an auto used for transporting explosives must exclude coverage for the explosion hazard. Attach the applicable Explosives endorsement. For coverage including the explosion hazard, refer to Rule 2.
5. Rolling Stores. A policy that covers autos equipped as a rolling store must exclude product liability. Attach the applicable Rolling Stores endorsement.
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. Trucks Used for Out-Of-State Emergency Clean-Up Operations

A policy that covers an auto for bodily injury and property damage liability coverage shall be endorsed to provide the additional auto coverage for out-of-state operations. The request for such coverage must be in writing. For bodily injury and property damage liability coverage, charge the following:

 - a. Coverage for 60 days or less

Charge an additional premium of \$3,000 per truck. This additional premium is fully earned and is due at the time of the request.
 - b. Coverage for 61 days or more

The policy shall be endorsed and rated in accordance with the territory where the clean-up operations are being conducted.

TRUCKS, TRACTORS, AND TRAILERS

9. Trucks with Extended Weight Decals

The premium for a policy that covers an auto in excess of the maximum legal weight limit of 80,000 lbs. shall be increased as follows.

Multiply the bodily injury and property damage base premium by the following applicable factor:

- a. Tandem axle—1.03
- b. Tridem axle—1.05
- c. Tractor-semitrailer—1.07

(d) Compute the advance premium by multiplying each \$100 of the estimated total annual cost of hire by the cost of hire rate.

(e) 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.

(f) 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.

(g) The minimum premium shall be \$100 for \$60,000 bodily injury and property damage liability combined single limits coverage, provided 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 applicable specified auto premium calculated in accordance with subparagraph B.1.b.(2)(b) above.

Rule 75. TRUCKERS

A. Eligibility

A trucker is a person, firm, or corporation in the business of transporting goods, materials, or commodities for another. 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, coal hauler, or some other similar name. Autos used in moving operations are also truckers, even though they are not subject to the truckers secondary rating factors.

B. Premium Development—Bodily Injury and Property Damage Liability Coverage

1. All Others

For all other persons, firms, or corporations transporting property for others

- a. classify and rate owned and long term leased (i.e., six months or more and exclusive lease) autos for bodily injury and property damage liability coverage on a specified auto basis;
- b. classify and rate short term leased (i.e., less than six months or nonexclusive lease) autos for bodily injury and property damage liability coverage on a cost of hire basis as follows:

(1) For autos not used in trucking operations, refer to Rule 123. Hired Autos.

(2) Autos Used in Trucking Operations

- (a) Determine the radius of the risk's operation.
- (b) Calculate a specified auto premium for the highest rated auto or combined tractor-trailer unit for the highest rated territory or zone to which it operates ("operates to" means from the garage location to the unloading location).
- (c) Multiply the specified auto premium determined in (b) above by the following factor:

Factor
.0020

2. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

C. 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. The cost of hire amount is subject to the following minimum:

a. Long Distance (as defined in Rule 74) Tractors or Tractor/Trailer Rigs

$$\text{Minimum Cost of Hire per Hired Auto} = \frac{\$60,000}{365} \times \frac{\text{Number of Days Auto is Hired}}{\text{Auto is Hired}}$$

b. All Other Vehicles

A fair market value that encompasses the definition of cost of hire as detailed above. If the insured can demonstrate that a reasonable amount has been paid, the servicing carrier shall accept that amount as the fair market

TRUCKS, TRACTORS, AND TRAILERS

value, if the amount is supported by receipts or other appropriate documentation of costs which are reasonable and customary for the class of vehicle hired.

4. Reduction in Cost of Hire Expenses

All (100% of) estimated and actual cost of hire expenses must be reported to the servicing carrier. The servicing carrier will reduce any cost of hire expenses incurred for transportation by 85% if the requirements included in paragraphs a through c below are met. This reduction in the cost of hire expenses is only to be granted on hired auto exposures for which the owner maintains liability insurance with limits of liability at least equal to the Limit of Insurance for Liability Coverage shown on the insured's Declarations.

The insured must produce the following documentation:

- a. Copies of any and all agreements between the insured and owner;
- b. Freight bills/bills of lading in the owner's name alone (not acting as an agent or representative of the insured); and
- c. Certificates of insurance issued by the owner's insurer confirming liability coverage in effect for the period of hire for at least the same limits of liability as the insured.

Rules 76–90. RESERVED FOR FUTURE USE

TRUCKS, TRACTORS, AND TRAILERS

TRUCKS, TRACTORS, AND TRAILERS OTHER THAN ZONE RATED WORKSHEET

Rule 19—TERRITORY:	LIABILITY LIMITS: \$
CODE:	UM AND UIM LIMITS: \$
Rule 74—SIZE CLASS: L M H (Circle One)	PERSONAL INJURY PROTECTION: \$
Rule 74—BUSINESS USE: S R C (Circle One)	
Rule 74—RADIUS CLASS: 50 200 (Circle One)	
SPECIAL INDUSTRY CLASS:	

COVERAGE	BASE RATE (Rate Schedules and Rule 58 and Rule 59)	PRIMARY RATING FACTOR (Rule 74)	SECONDARY RATING FACTOR (Rule 74)	INCREASED LIMITS FACTOR AND DEDUCTIBLES (Rule 52 and Rule 59)	POLLUTION LIABILITY FACTOR (Rule 53)	ACCIDENT PREVENTION DISCOUNT (Rule 61)	EXPERIENCE RATING MODIFICATION OR ADDITIONAL CHARGE (Rule 54 or Rule 3)	WHOLE DOLLAR PREMIUM
Liability	x(	+/-	)x	x	x	x	x	=
UM		NA	NA	NA	NA	NA	NA	=
UIM		NA	NA	NA	NA	NA	NA	=
PIP	x	Trailers only	NA	x	NA	x	x	=
Added PIP		NA	NA	NA	NA	x	x	=
Guest PIP*		NA	NA	NA	NA	NA	NA	=
TOTAL								<div style="border: 2px solid black; width: 60px; height: 20px; display: inline-block;"></div>

*Guest PIP coverage applies when the named insured and all regular operators of the insured's auto have rejected the tort limitation.

Note: Does not include any applicable municipal/county taxes and the Kentucky premium surcharge.

Refer to Rule 4. Certified Risks—Financial Responsibility Filings;
Rule 56. Motor Carrier Filings.

ZONE RATED TRUCKS, TRACTORS, AND TRAILERS WORKSHEET

Rule 73—ZONE: _____ and _____	LIABILITY LIMITS: \$
Rule 74—SIZE CLASS: L M H (Circle One)	UM AND UIM LIMITS: \$
Rule 74—BUSINESS USE: S R C (Circle One)	PERSONAL INJURY PROTECTION: \$
SPECIAL INDUSTRY CLASS:	

COVERAGE	BASE RATE (Rate Schedules and Rules 58, 59, and 73)	PRIMARY RATING FACTOR (Rule 74)	INCREASED LIMITS FACTOR AND DEDUCTIBLES (Rule 52 and Rule 59)	POLLUTION LIABILITY FACTOR (Rule 53)	ACCIDENT PREVENTION DISCOUNT (Rule 61)	EXPERIENCE RATING MODIFICATION OR ADDITIONAL CHARGE (Rule 54 or Rule 3)	WHOLE DOLLAR PREMIUM
Liability	x	x	x	x	x	x	=
UM		NA	NA	NA	NA	NA	=
UIM		NA	NA	NA	NA	NA	=
PIP	x	x		NA	x	x	=
Added PIP		NA	NA	NA	x	x	=
Guest PIP*		NA	NA	NA	NA	NA	=

TOTAL

*Guest PIP coverage applies when the named insured and all regular operators of the insured's auto have rejected the tort limitation.

Note: Does not include any applicable municipal/county taxes and the Kentucky premium surcharge.

Refer to Rule 4. Certified Risks—Financial Responsibility Filings;
Rule 56. Motor Carrier Filings.

NOTES

PUBLIC TRANSPORTATION CHAPTER

For the purposes of this Chapter, the words “regular” and “regularly” mean that operations are contemplated, planned, or expected

Rule 91. ELIGIBILITY

This Chapter applies to autos registered or used for the transportation of members of the public.

- (1) Taxicabs and limousines—owner operated or other than owner operated
- (2) Van pools—employer furnished or all other
- (3) School and church buses—PIP
- (4) Other buses—PIP
- (5) Guest PIP

**Rule 92. 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 autos that regularly operate within a 200-mile radius from the street address of principal garaging. For those autos regularly operated beyond a 200-mile radius, refer to the Premium Development—Zone Rated Autos Rule (Rule 93).

B. Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages

1. Determine the territory from the territory definitions based on the highest rated territory in the U.S.A. where the public auto is operated.
2. Determine the classification rating factor as follows:
 - a. Determine whether the risk is classified as fleet or nonfleet according to the Public Auto Classifications Rule (Rule 94).
 - b. Determine the primary rating factor from the Public Auto Classifications Rule (Rule 94) based on use class and radius class. For van pools, the rating factor is based on seating capacity.
 - c. Determine the secondary rating factor, if any, from the Public Auto Classifications Rule (Rule 94) based on the seating capacity.
 - d. Determine the combined rating factor by adding the secondary rating factor to, or subtracting it from, the primary rating factor.
3. Determine the base rate from the rate schedules according to the following criteria:
 - a. Bodily Injury and Property Damage Liability Coverage
 - (1) Vehicles not eligible for PIP
 - (2) 0–49% of regular operators have accepted tort limitations
 - (3) 50–99% of regular operators have accepted the tort limitations
 - (4) All regular operators have accepted the tort limitation
 - b. Multiply the base rate by the combined rating factor.
4. No-Fault Coverage
 - a. Determine the base rate from the rate schedules according to the following criteria:

Note: Guest PIP for persons other than the named insured and resident relatives applies only when the named insured and all regular operators of the insured’s autos have rejected the tort limitation.

- b. Multiply the base rate by the combined rating factor.

- C. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Rule 93. PREMIUM DEVELOPMENT—ZONE RATED AUTOS

- A. This Rule applies to all public autos, other than taxis, limousines, school, church, and urban buses, or van pools, that regularly operate beyond a 200-mile radius from the street address of principal garaging.

- B. Determine the zone combination for each auto as follows:
1. Use the long distance zone definitions in the Trucks, Tractors, and Trailers Chapter.
 2. The zone combination is the zone of principal garaging and the highest rated zone in which or through which the auto is operated.

C. Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages

1. Determine the classification rating factor as follows:
 - a. Determine whether the auto is classified as fleet or nonfleet according to the Public Auto Classifications Rule (Rule 94).
 - b. Determine the primary rating factor from the Public Auto Classifications Rule (Rule 94).
 - c. Secondary rating factors do not apply.
2. Determine the base rate for the zone combination from the Zone Rating Table in the Trucks, Tractors, and Trailers Chapter.
3. Multiply the base rate by the primary rating factor.
4. For zone rated risks subject to the Kentucky No-Fault Law, the rates shall be determined as follows:
 - a. Bodily Injury and Property Damage Liability
 - (1) Multiply the rate as determined in 3 above by .87 for risks where the insured and 50–

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- 99% of the regular operators of the insured's motor vehicle have accepted the tort limitation.
- (2) Multiply the rate as determined in 3 above by .85 where the insured and all regular operators of the insured's motor vehicle have accepted the tort limitation.
- b. No-Fault Coverage
 - (1) PIP—Multiply the rate determined in 3 above by .07.
 - (2) Guest PIP—Multiply the PIP rate determined in (1) above by .15.
- 5. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

- 2. Use Class
 - a. Taxicab or Similar Passenger Carrying Service. A metered or unmetered auto with a seating capacity of eight or less that is operated for hire by the named insured or an employee, but does not pick up, transport, or discharge passengers along a route.
 - 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.❖
 - c. School Bus. An auto 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) 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 if the auto is inactive during the summer. However, do not give credit for Saturdays, Sundays, or holidays or for any other periods of lay-up during the school term.
 - (3) If a publicly owned school bus is used for special trips unrelated to school activities, refer to Rule 2 for the additional charge.
 - d. Church Bus. An auto used by a church to transport persons to or from services and other church related activities. This classification does not apply to public autos used primarily for daily school activities.
 - e. Intercity Bus. An auto 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 auto that picks up, transports, and discharges passengers at frequent local stops along a prescribed route. This classification applies only to autos 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.

Rule 94. PUBLIC AUTO CLASSIFICATIONS

Classify public autos as follows:

- A. If an auto has more than one use, use the highest rated classification unless 80% of the use is in a lower rated activity. In such cases, use the lower rated classification. This does not apply to autos hired under contract by social service agencies as defined in paragraph C.2.m.(2)(c) below.
- B. **Fleet—Nonfleet Classification**
 - 1. Classify as fleet the autos of any risk that has five or more self-propelled autos of any type that are under one ownership.
 - 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 autos of any other risk as nonfleet.
 - 4. Do not change the fleet or nonfleet classification because of midterm changes in the number of owned autos except at the request of the insured. The policy must be canceled and rewritten in accordance with the Cancellations Rule (Rule 9).
- C. **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 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 all autos other than taxis, limousines, school, church, and urban buses, and van pools.

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- h. Charter Bus. An auto chartered for special trips, touring, picnics, outings, games, and similar uses.
- i. Sightseeing Bus. An auto 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 auto owned by a group, firm, or organization that transports its own professional athletes, musicians, or other entertainers.

EXCEPTIONS:

- (1) An auto owned by a group, firm, or organization to transport its own nonprofessional athletes, musicians, or entertainers, rate as a public auto not otherwise classified.
- (2) If it is used to transport other professional athletes or entertainers, rate as a charter bus.
- k. Van Pools. An auto of the station wagon, van, truck, or bus type used to provide prearranged commuter transportation for employees to and from work and not otherwise used to transport passengers for a charge.
 - (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 Autos. Autos owned or leased for one year or more by an employer and used to provide transportation only for his or her employees.
 - (b) Employee Owned Autos. Autos owned or leased for one year or more by an individual employee and used to provide transportation only for fellow employees of his or her employer.
 - (2) All Other. Autos that do not meet the eligibility requirements of paragraph (1) above.
- l. Transportation of Employees—Other than Van Pools. Autos of any type used to transport employees other than in van pools.
 - (1) Autos owned, or leased for one year or more, by an employer and used to transport only his or her own employees.
 - (a) Private Passenger Autos

Bodily Injury and Property Damage Liability Coverage—Charge Private Passenger Class 3 rates shown on the rate schedules in the Private Passenger Chapter of this Manual.
 - (b) All Other Autos. Rate as a van pool.
 - (2) Autos 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 auto not otherwise classified.

- m. Social Service Agency Auto

An auto used by a government entity, civic, charitable, or social service organization to provide transportation to clients incident to the social services sponsored by the organization, including special trips and outings.

 - (1) This classification includes, for example, autos 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 and Head Start programs;
 - (d) Boy Scout or Girl Scout groups to planned activities.
 - (2) The following autos are eligible for this classification:
 - (a) Autos owned or leased for one year or more by the social service agency
 - (b) Autos donated to the social service agency, without a driver
 - (c) Autos hired under contract and used 100% for social service agencies
 - (3) If an auto 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 autos hired under contract by social service agencies.
 - (4) Separate codes and rating factors apply to
 - (a) employee-operated autos. Autos operated by employees of the social service agency. If a social service auto 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. Autos that do not meet the requirements of paragraph (a).
- n. Public Auto Not Otherwise Classified. This classification includes, but is not limited to, autos such as country club buses, cemetery buses, real estate development buses.
- o. Primary Classifications—Rating Factors and Classification Designators—See the following tables.

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FLEET

PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

Taxicabs and Limousines		Radius		
		Local Up to 50 Miles	Intermediate 51 to 200 Miles	Long Distance Over 200 Miles
		BI and PD	BI and PD	BI and PD
Taxicab or Similar Passenger Carrying Service	Factor CD	1.00 4189	1.15 4199	1.25 4109
Limousine	Factor CD	.40 4289	.45 4299	.50 4209

School Buses and Church Buses				
School Bus Owned by Political Subdivision or School District	Factor CD	1.20 618	1.40 619	1.50 610
Other School Bus	Factor CD	1.50 628	1.75 629	1.90 620
Church Bus	Factor CD	1.00 638	1.15 639	1.25 630

Other Buses			
Urban Bus	Factor CD	.80 518	.90 519

ZONE RATED

Airport Bus or Airport Limousine	Factor CD	.70 528	.80 529	1.10 5209
Intercity Bus	Factor CD	1.05 538	1.20 539	1.85 5309
Charter Bus	Factor CD	1.00 548	1.15 549	1.85 5409
Sightseeing Bus	Factor CD	.75 558	.85 559	1.65 5509
Trans. of Athletes and Entertainers	Factor CD	.45 568	.50 569	1.00 5609
Social Service Auto Employee-Operated	Factor CD	.55 648	.65 649	.95 6409
Social Service Auto All Other	Factor CD	.50 658	.60 659	.95 6509
Public Auto NOC	Factor CD	.55 588	.65 589	.95 5809

Van Pools		Seating Capacity			
		1 to 8	9 to 20	21 to 60	Over 60
		BI and PD	BI and PD	BI and PD	BI and PD
Employer Furnished	Factor CD	1.00 4111	1.05 4112	1.10 4113	1.50 4114
All Other	Factor CD	1.10 4121	1.15 4122	1.35 4123	1.75 4124

Note: For statistical coding information, refer to statistical plan in use by company.

NONFLEET

PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

Taxicabs and Limousines		Radius		
		Local Up to 50 Miles	Intermediate 51 to 200 Miles	Long Distance Over 200 Miles
		BI and PD	BI and PD	BI and PD
Taxicab or Similar Passenger Carrying Service	Factor CD	1.00 4159	1.15 4169	1.25 4179
Limousine	Factor CD	.40 4259	.45 4269	.50 4279

School Buses and Church Buses				
School Bus Owned by Political Subdivision or School District	Factor CD	1.20 615	1.40 616	1.50 617
Other School Bus	Factor CD	1.50 625	1.75 626	1.90 627
Church Bus	Factor CD	1.00 635	1.15 636	1.25 637

Other Buses			
Urban Bus	Factor CD	.80 515	.90 516

ZONE RATED

Airport Bus or Airport Limousine	Factor CD	.70 525	.80 526	1.10 5279
Intercity Bus	Factor CD	1.05 535	1.20 536	1.85 5379
Charter Bus	Factor CD	1.00 545	1.15 546	1.85 5479
Sightseeing Bus	Factor CD	.75 555	.85 556	1.65 5579
Trans. of Athletes and Entertainers	Factor CD	.45 565	.50 566	1.00 5679
Social Service Auto Employee-Operated	Factor CD	.55 645	.65 646	.95 6479
Social Service Auto All Other	Factor CD	.50 655	.60 656	.95 6579
Public Auto NOC	Factor CD	.55 585	.65 586	.95 5879

Van Pools		Seating Capacity			
		1 to 8	9 to 20	21 to 60	Over 60
		BI and PD	BI and PD	BI and PD	BI and PD
Employer Furnished	Factor CD	1.00 4111	1.05 4112	1.10 4113	1.50 4114
All Other	Factor CD	1.10 4121	1.15 4122	1.35 4123	1.75 4124

Note: For statistical coding information, refer to statistical plan in use by company.

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D. Secondary Classifications—Seating Capacity

1. Use the seating capacity specified by the manufacturer of the auto unless a public authority rules otherwise.
2. Do not include the driver's seat when determining seating capacity.

These classifications do not apply to taxicabs, limousines (except airport limousines), van pools, and zone rated autos.

**Secondary Factor
to Be Combined with
Primary Factor
Liability Factor**

Class Designator	Seating Capacity	School Buses and Church Buses	Other Buses
1	1 to 8	.00	-.20
2	9 to 20	+.10	-.15
3	21 to 60	+.25	+.15
4	Over 60	+.50	+.40
9	All Other—Not Secondary Rated		

Rule 95. ★TRANSPORTATION OF SEASONAL OR MIGRANT FARM WORKERS

A. Eligibility

This Rule applies only to liability coverage for autos used to transport seasonal or migrant agricultural workers in accordance with the Migrant and Seasonal Agricultural Worker Protection Act.

B. Premium Development

1. Multiply the Other Bus base rate on the rate schedules for the highest rated territory in which or through which the auto will be customarily operated by the following factor:

Truck Types	.60
All Other Autos	.50

These rates contemplate the passenger hazard. The passenger hazard may not be excluded.

2. No secondary factors apply.
3. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

- C. Attach the Transportation of Seasonal or Migrant Agricultural Workers endorsement. ❖

Rules 96–100. RESERVED FOR FUTURE USE

PUBLIC TRANSPORTATION AUTOS OTHER THAN ZONE RATED WORKSHEET

COVERAGE	BASE RATE (Rate Schedules and Rule 58 and Rule 59)	PRIMARY RATING FACTOR (Rule 94)	SECONDARY RATING FACTOR (Rule 94)	INCREASED LIMITS FACTOR AND DEDUCTIBLES (Rule 52 and Rule 59)	ACCIDENT PREVENTION DISCOUNT (Rule 61)	EXPERIENCE RATING MODIFICA- TION OR ADDITIONAL CHARGE (Rule 54 or Rule 3)	WHOLE DOLLAR PREMIUM
Liability	x(	+/-	)x	x	x	=	
UM		NA	NA	NA	NA	NA	=
UIM		NA	NA	NA	NA	NA	=
PIP	x(	+/-	)x	x	x	=	
Added PIP		NA	NA	NA	x	x	=
Guest PIP*		NA	NA	NA	NA	NA	=

TOTAL

*Guest PIP coverage applies when the named insured and all regular operators of the insured's auto have rejected the tort limitation.

Note: Does not include any applicable municipal/county taxes and the Kentucky premium surcharge.

Refer to Rule 4. Certified Risks—Financial Responsibility Filings;
Rule 56. Motor Carrier Filings.

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ZONE RATED PUBLIC TRANSPORTATION AUTOS WORKSHEET

COVERAGE	BASE RATE (Rate Schedules and Rules 58, 59, and 93)	PRIMARY RATING FACTOR (Rule 94)	INCREASED LIMITS FACTOR AND DEDUC- TIBLES (Rule 52 and Rule 59)	ACCIDENT PREVENTION DISCOUNT (Rule 61)	EXPERIENCE RATING MODIFICATION OR ADDITIONAL CHARGE (Rule 54 or Rule 3)	WHOLE DOLLAR PREMIUM
Liability	x	x	x	x	x	=
UM		NA	NA	NA	NA	=
UIM		NA	NA	NA	NA	=
PIP	x	x	x	x	x	=
Added PIP		NA	NA	x	x	=
Guest PIP*		NA	NA	NA	NA	=

TOTAL

*Guest PIP coverage applies when the named insured and all regular operators of the insured's auto have rejected the tort limitation.

Note: Does not include any applicable municipal/county taxes and the Kentucky premium surcharge.

Refer to Rule 4. Certified Risks—Financial Responsibility Filings;
Rule 56. Motor Carrier Filings.

AUTO DEALERS CHAPTER

Rule 101. ELIGIBILITY

- A. This Chapter applies only to risks whose business is primarily that of franchised and nonfranchised auto dealers and trailer dealers.
- B. This section does not apply to the following operations:
 - 1. Sale of auto parts unless incidental to an otherwise eligible operation
 - 2. Auto sales without an owned or leased commercial premises for office and display of autos, etc. as required by the Motor Vehicle Commission
 - 3. Restrictive/auto recycling dealer unless the risk is also an auto dealer and complies with the requirements of the Motor Vehicle Commission for auto dealers
- C. **Classifications**
 Only one of the following classifications applies to a risk for liability coverages.
 - 1. Franchised private passenger auto dealer (with or without any other type of franchise)
 - 2. Franchised truck or truck-tractor dealer (with or without any other type of franchise except private passenger auto franchise)
 - 3. Franchised motorcycle dealer including all two-wheeled cycle vehicles (no private passenger or truck franchise)
 - 4. Franchised recreational vehicle dealer (no private passenger, snowmobile, or residence type mobile home trailer franchise)
 - 5. Other franchised self-propelled land motor vehicle dealer
 - 6. Nonfranchised dealer (any risk described above that is not a franchised dealer)
 - 7. Franchised and nonfranchised residence trailer dealers
 - 8. Franchised and nonfranchised commercial trailer dealers
 - 9. Other franchised and nonfranchised trailer dealers
- D. Operations not incidental to the above classifications may be excluded by use of Endorsement CA 25 07.
- E. Refer to the Rate Determination Section (Section 47) of the Plan if the hazard of the risk is greater than that contemplated by the rates.

- a. Bodily Injury and Property Damage Liability Coverage
 - (1) Vehicles not eligible for PIP
 - (2) 0–49% of regular operators have accepted the tort limitation
 - (3) 50–99% of the regular operators have accepted the tort limitation
 - (4) All regular operators have accepted the tort limitation

- b. No-Fault Coverage
 Determine the base rate from the rate schedules according to the following criteria:
 - (1) PIP
 - (2) Guest PIP

Note: Guest PIP for persons other than the named insured and resident relatives applies only when the named insured and all regular operators of the insured's autos have rejected the tort limitation.

- 2. Franchised and Nonfranchised Trailer Dealers
 - a. ★Determine the number of rating units by multiplying the total number of employees by the following factor:

Factor
0.45

- b. Multiply the number of rating units determined above by the Auto Dealer's rate shown on the rate schedules.
- 3. All Other Auto Dealer Risks
 - a. Determine the total rating units as follows:
 - (1) Class I—Employees
 - (a) Determine the number of the following employees:
 - Proprietors, partners, and officers active in the business
 - Sales persons, general managers, service managers
 - Any employee whose principal duty involves the operation of autos or who is furnished a covered auto

Multiply the number of each type employee listed below by the appropriate factor:

	Factor
Full-time employees working 20 hours or more per week	1.00
Part-time employees working less than 20 hours per week	.50

Rule 102. PREMIUM DEVELOPMENT

- A. For each location, determine the rating territory from the territory definitions based on street address.
- B. Compute the advance premium at inception and the earned premium as developed by audit separately for each location according to the following procedures.
- C. ★**Without Full Covered Autos Liability and No-Fault Limit for Customers**❖
 - 1. Determine the base rate from the rate schedules according to the following criteria:

AUTO DEALERS

- (b) Determine the number of all other employees not included in paragraph (a).

Multiply the number of each type employee listed below by the appropriate factor:

	Factor
All other full-time employees working an average of at least 20 hours per week	.40
All other part-time employees	.20

- (c) Add the results of (a) and (b) to determine the number of Class I rating units.

(2) Class II—Nonemployees

- (a) Determine the number of the following persons who are regularly furnished with a covered auto:

- Proprietors, partners, and officers who are not active in the business
- Family members of an employee
- Family members of an inactive proprietor, partner, and officer

- (b) Multiply each individual listed above by the appropriate factor in the following table, based on the age of each individual, and add the results to determine the number of Class II risks. If more than one person has use of the same furnished auto, use only the factor for the highest rated operator in determining rating units.

Age of Individual	Factor
Under Age 25	1.15
Age 25 or Over	.50

(3) Autos Held for Sale (at any one time)

Determine the number of rating units as follows:

Number of Autos for Sale at Any One Time	Rating Units
1– 5	.05
6– 15	.15
16– 25	.25
26– 50	.50
51– 75	.75
76–100	1.00
101–250	1.50
251–500	2.00
Over 500	Refer to Plan

- b. Add the number of Class I rating units in 3.a.(1)(c) to the number of Class II rating units in 3.a.(2)(b) and to the number of rating units in 3.a.(3) to determine the total number of rating units.

- c. Multiply the Auto Dealer rates shown on the rate schedules by the total rating units.

- d. The minimum liability premium is the Auto Dealer rate shown on the rate schedule for the highest rated location multiplied by the following factor:

	Factor
	2.00
This rating factor is to be increased by the number of rating units determined in paragraph a.(3) above. ❖	

4. Specifically Registered Autos, i.e., Tow Trucks, Flatbeds, etc.

Rate on a specified car basis in accordance with their appropriate classification.

5. Autos 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:

- a. Private Passenger Autos. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.
- b. Trucks, Tractors, and Trailers. Charge the premiums developed by the applicable trucks, tractors, and trailers classification.

6. Pick Up or Delivery of Autos

- a. If the exposure for nonfranchised dealer includes the pick up or delivery of autos 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:

Mileage	Per Driver per Trip Liability Rates \$60,000 Combined Single Limit
51–200 miles	\$23
Over 200 miles	32

- b. ★To determine the minimum premium, multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter for the rating territory where the auto dealer is located. ❖

- D. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Rule 103. ADDITIONAL PROVISIONS FOR AUTO DEALERS AND TRAILER DEALERS

A. Elevators

1. Coverage for elevators is included. Make a charge for legally required inspections made by or for the company.

2. Rates

Elevator Inspection Charges

The following flat charges apply per elevator, per year, to all risks with an elevator exposure for legally required inspections made by or on behalf of the company:

	Passenger	All Other
Elevators with 3 landings or less; hoists, manlifts, and inclinators	\$41	\$20
4 to 10 landings	47	24
11 to 25 landings	61	31
Over 25 landings	80	41

These charges are not subject to adjustment.

B. Escalators

Coverage for escalators used for raising or lowering passengers may be added.

1. Escalator Bodily Injury and Property Damage Liability Rates

For bodily injury and property damage at a \$60,000 limit, charge \$2720.

2. Inspection Charge

A flat charge of \$62 per landing per year applies for legally required inspections of escalators made by or on behalf of the company.

This charge is not subject to adjustment and is added to the total limits escalator bodily injury and property damage liability rate, referred to in paragraph 1 above.

Rules 104–120. RESERVED FOR FUTURE USE

AUTO DEALERS

AUTO DEALER RATING WORKSHEET

I. Operators with and without accidents and convictions based on the following categories:

Class I

Each proprietor, partner, and officer active in the business, sales person, general manager, service manager, and any employee whose principal duty involves the operation of autos or who is furnished a covered auto

Rating Unit Factors Penalty Point Values (Rule 3) Rating Units

Full Time

_____	1.00	X	_____ =	_____
_____	1.00	X	_____ =	_____
_____	1.00	X	_____ =	_____

Part Time

_____	0.50	X	_____ =	_____
_____	0.50	X	_____ =	_____
_____	0.50	X	_____ =	_____

All other employees

Full Time

_____	0.40	X	_____ =	_____
_____	0.40	X	_____ =	_____
_____	0.40	X	_____ =	_____

Part Time

_____	0.20	X	_____ =	_____
_____	0.20	X	_____ =	_____
_____	0.20	X	_____ =	_____

Class II

All other people who are regularly furnished a covered auto

Under Age 25

_____	1.15	X	_____ =	_____
_____	1.15	X	_____ =	_____
_____	1.15	X	_____ =	_____

Age 25 and Over

_____	0.50	X	_____ =	_____
_____	0.50	X	_____ =	_____
_____	0.50	X	_____ =	_____

Subtotal Rating Units (minimum of 2.00)

II. Number of autos held for sale at any one time

Number of Autos Held For Sale at Any One Time _____

Autos Held for Sale Rating Units _____

(1-5 = .05, 6-15 = .15, 16-25 = .25, 26-50 = .50, 51-75 = .75, 76-100=1.00, 101-250 = 1.50, 251-500 = 2.00)

Total Rating Units

III. Number of dealer plates

Refer to Rule 102 for rating of minimum premium; autos furnished for regular use to other than Class I or Class II operators; specifically registered autos; and the exposure for nonfranchised auto dealer of the pick up or delivery of autos beyond a 50-mile radius of the location where operations are conducted.

AUTO DEALER RATING WORKSHEET

COVERAGE	BASE RATE (Rate Schedules and Rule 58 and Rule 59)	PIP DEDUCTIBLE PERCENTAGE (Rule 59)	RATING UNITS	NO. OF DEALER PLATES	INCREASED LIMITS FACTOR (Rule 52)	ACCIDENT PREVENTION DISCOUNT (Rule 61)	EXPERIENCE RATING MODIFICATION (Rule 54)	WHOLE DOLLAR PREMIUM
Liability		NA	x	NA	x		x	=
UM		NA	NA	x	NA	NA	NA	=
UIM		NA	NA	x	NA	NA	NA	=
PIP	x		x	NA	NA	x	x	=
Added PIP		NA	x	NA	NA	x	x	=
Guest PIP*		NA	x	NA	NA	NA	NA	=

TOTAL

*Guest PIP coverage applies when the named insured and all regular operators of the insured's auto have rejected the tort limitation.

Note: Does not include any applicable municipal/county taxes and the Kentucky premium surcharge.

Refer to Rule 4. Certified Risks–Financial Responsibility Filings.

NOTES

NONOWNED AUTO CHAPTER

Rule 121. PREMIUM DEVELOPMENT

- A. This Chapter contains the rules governing the writing of insurance for the operation of autos not owned by the insured.
- B. The bodily injury and property damage liability premiums for commercial nonowned auto exposures shall be determined as follows:
 - 1. Follow the rating instructions from the applicable rule.
 - 2. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Rule 122. DRIVE OTHER CAR COVERAGE

- A. A policy may be extended to provide drive other car coverage to the following individuals for their liability arising out of the use of any other auto by them or by others:
 - 1. The named insured, if an individual and the owner or rentee of an auto covered by the policy, or if a married couple either or both of whom own or rent such auto
 - 2. The spouse of such individual if a resident of the same household
 - 3. One or more named coowners or partners, if the auto covered by the policy is owned jointly by two or more individuals, other than a married couple, or owned by a partnership
- B. Rates per Individual—\$57 for \$60,000 bodily injury and property damage limit.
- C. Attach the appropriate Drive Other Car Coverage endorsement.

Rule 123. HIRED AUTOS

- A. This Rule applies to risks other than truckers hiring autos for use in their trucking operations and public transportation autos.

For truckers hiring autos for use in their trucking operations, refer to Rule 75. Truckers.

For moving van associations and freight forwarding operations, refer to Rule 2 for rating.

Note: This is a supplementary coverage. This coverage should be written on the same policy that provides coverage for the applicant's/insured's owned or long-term leased autos. When such autos are insured in the voluntary market (i.e., other than through the Plan), excess coverage for nonowned autos is NOT available through the Plan. When there are no owned or long-term leased autos, excess coverage for nonowned autos is available through the Plan.

B. 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
 - 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 B.2.c.
 - (a) Public Autos

Multiply the result developed in paragraph B.2.d.(1) by the following:

NONOWNED

	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 on the Rate Schedules
All Buses	1% of the specified auto rate for the bus determined in accordance with the applicable Manual rule	

- (b) Other than Public Autos
- (i) Multiply the result developed in paragraph B.2.d.(1) by the Hired Auto rate on the rate schedules.
 - (ii) Multiply the result by the appropriate factor in the following table based on whether the insured provides primary or excess liability coverage:

Primary Liability Coverage	Excess Liability Coverage
6.00	1.00

(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 \$42 for bodily injury and property damage at a \$60,000 limit.

3. Attach the appropriate Hired Autos Specified as Covered Autos You Own endorsement.

C. Contractual Liability

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

- 1. any auto rented with a driver; or
- 2. 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.

Such coverage does not provide physical damage coverage for any auto rented or leased by the insured.

Rule 124. NONOWNED AUTO LIABILITY COVERAGE

A. ★ This Rule does not apply to auto dealer risks. Premium for liability coverage for nonowned autos for auto dealers is included in the premium developed for auto dealer risks under Rule 102. ❖

B. This is a supplementary coverage. This coverage should be written on the same policy that provides coverage for the applicant's/insured's owned or long-term leased autos.

When such autos are insured in the voluntary market (i.e., other than through the Plan), nonowned auto liability coverage is NOT available through the Plan.

When there are no owned or long-term leased autos, nonowned auto liability coverage is available through the Plan.

C. Fast Food Delivery Services

- 1. For fast food services, determine the average number of employees per day that operate their autos in the insured's business.
- 2. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Rate Chapter for the territory in which the risk is located.
- 3. Multiply the rate determined above by the average number of employees.

D. ★ Service Operations ❖

- 1. The term "service operations" as used in this Rule means auto repair shops, service stations, storage garages, public parking places, and tow truck operators.
- 2. For each location, determine the rating territory from territory definitions based on street address.
- 3. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.
- 4. Multiply the rate determined above for each employee involved in the operation of autos by the following factor:

Factor
.35

E. All Other Risks

- 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	★ Bodily Injury and Property Damage \$60,000 Limit
0- 25	\$ 113
26- 100	276
101- 500	736
501-1,000	985
Over 1,000	1,515
	❖

- 2. If more than 50% of the insured's employees regularly operate their autos in the insured's business, multiply the otherwise applicable premium by 3.00.
- F. Unless there is substantial change in exposures during the policy period, the advance premium is the earned premium.

- B. For each active or inactive partner
 - 1. 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;
 - 2. Multiply the rates determined above by the following factor:

Factor
.10

Rule 125. PARTNERSHIP AS THE NAMED INSURED NONOWNERSHIP LIABILITY

Bodily Injury and Property Damage Liability Coverage

- A. When nonowned auto liability coverage is afforded, coverage is provided to a partnership for the use of an auto that an individual partner owns and that is used in the business of the partnership.

Rules 126–130. RESERVED FOR FUTURE USE

NOTES

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL
SPECIAL TYPES AND OPERATIONS CHAPTER

Rule 131. ELIGIBILITY

This Chapter applies to all autos that are not classified and rated in other chapters.

Rule 132. PREMIUM DEVELOPMENT

The bodily injury and property damage liability and no-fault premiums for autos and equipment shall be determined as follows:

- A. Refer to the territory definitions to determine the rating territory in which the auto will be principally garaged.
- B. Follow the rating instructions from the applicable rule.
- C. Guest PIP coverage for persons other than the named insured and resident relatives applies only when the named insured and all regular operators of the insured's autos have rejected the tort limitation. In all other cases the full PIP applies.
- D. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Note: Autos rated under this Chapter are subject to the all other risks increased limits factors in Rule 52 irrespective of the base rate used in developing the premium.

Rule 133. 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 Emergency Services—Volunteer Firefighters' and Workers' Injuries Excluded endorsement.
- C. The policy must exclude coverage for bodily injury or property damage that results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.
- D. **Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages**

Multiply the Trucks, Tractors, and Trailers base rates on the rate schedules by the following factor:

Factor
1.75

**Rule 134. 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—Bodily Injury and Property Damage Liability and No-Fault Coverages

- a. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.
- b. Multiply the rates determined above by the appropriate factor:

Equipped With Dual Controls	Not Equipped With Dual Controls
.50	1.00

There must be dual brakes to qualify as dual controls.

- 3. A policy covering autos used by schools in driver training programs may be written on an annual term for liability coverage 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.

B. Commercial Driving Schools

1. Eligibility

This section applies to owned autos used by driving schools to give driving instruction.

2. Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages

- a. Private Passenger Types
 - (1) Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.
 - (2) Multiply the rates determined above by the appropriate factor:

Equipped With Dual Controls	Not Equipped With Dual Controls
1.00	2.00

There must be dual brakes to qualify as dual controls.

- b. All Other Types

Refer to Rule 2 for rating.

C. Nonowned Coverages

- 1. The policy may provide excess liability coverage for driving instructors and their students while using nonowned autos for driver training.

SPECIAL TYPES

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
 - (1) Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.
 - (2) Multiply the rates determined above by the following factor for each driving instructor in excess of the number of owned autos used in driver training:

Educational Insti- tutions	Commercial Driv- ing Schools
Refer to Rule 2.	1.00

- d. If the number of driving instructors does not exceed the number of owned autos used in driver training, refer to Rule 2.
- e. When a policy also affords coverage for nonowned autos under the Nonowned Auto Liability Coverage Rule (Rule 124), do not include driving instructors in the total number of employees when determining the liability premium under that Rule.
- f. Attach the Driving Schools—Nonowned Autos endorsement.

Rule 135. FIRE DEPARTMENTS

A. Eligibility

1. This Rule applies to autos 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 appropriate Emergency Services—Volunteer Firefighters' and Workers' Injuries Excluded endorsement.
3. The policy must exclude coverage for bodily injury or property damage that results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.

B. Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages

1. Private Passenger Types
 - a. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

- b. Multiply the rates determined above by the following factor:

Factor
.80

2. All Other Types

Multiply the Trucks, Tractors, and Trailers base rate on the rate schedules by the following factor:

Factor
.90

Rule 136. FUNERAL DIRECTORS

A. Eligibility

1. This Rule applies to autos owned or used by a funeral director.
2. The policy must exclude coverage for bodily injury or property damage that results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.

B. Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages

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 rates determined above by the following factor:

Factor
.70

2. Hearses and Flower Cars

Multiply the Trucks, Tractors, and Trailers base rate on the rate schedules by the following factor:

Factor
.55

3. Combination Hearses and Ambulances

Classify and rate the auto according to the Ambulance Services Rule (Rule 133).

4. Autos Used for Other Purposes

Classify and rate the auto according to its regular use.

Rule 137. LAW ENFORCEMENT AGENCIES

A. Eligibility

1. This Rule applies to autos used by government agencies, or by public or private police or security services.
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 appropriate Emergency Services—Volunteer Firefighters' and Workers' Injuries Excluded endorsement.

3. The policy must exclude coverage for bodily injury or property damage that results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.

B. Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages

1. Private Passenger Types
 - a. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.
 - b. Multiply the rates determined above by the following factor:

Factor
1.15

2. Motorcycles
Rate according to the Motorcycles Rule (Rule 141) in the Special Types Chapter.
3. All Other Types
Multiply the Trucks, Tractors and Trailers base rate on the rate schedules by the following factor:

Factor
1.40

Rule 138. LEASING OR RENTAL CONCERNS

A. Eligibility

1. Autos Leased or Rented to Others with Drivers
Classify and rate trucks, tractors, and trailers under the Truckers Rule (Rule 75). Classify and rate all other autos according to the Public Transportation 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 Rule 2.
4. For personal vehicle sharing program facilitators, refer to Rule 2.

B. Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages

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 Rule 2.

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.

3. Autos Rented by the Hour, Day, or Week—Coverage for Owner and Rentee

Rate each auto as follows:

- a. Private Passenger
 - (1) Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.
 - (2) Multiply the rates determined above by the following factor:

Factor
3.50

- b. Trucks, Tractors, and Trailers—Multiply the Trucks, Tractors, and Trailers base rate on the rate schedules by the following factors:

(1) Trucks	2.50
(2) Tractors	2.75
(3) Trailers	.10
(4) Semitrailers	.10
(5) Service Trailers	.10

- c. Motor Homes—Multiply the Trucks, Tractors, and Trailers base rates shown on the rate schedules by the following factors:

Overall Length In Feet	
Up to 22 Feet	More than 22 Feet
1.20	1.50

- d. Motorcycles—Multiply the rate developed in the Motorcycles Rule (Rule 141) by 3.00.

Rule 139. REGISTRATION PLATES NOT ISSUED FOR A SPECIFIC AUTO

A. Eligibility

1. ★This Rule applies to risks other than those rated in the Auto Dealers Chapter and drive-away contractors that possess registration plates not issued for attachment to a specific auto. Attach the appropriate Registration Plates Not Issued for a Specific Auto endorsement.

Note: Risks with registration plates are not to be written on an auto dealers policy unless they are eligible for coverage under the Auto Dealers Chapter of this Manual. ❖

2. A set of plates is the number of plates required to legally operate an auto on public roads.

SPECIAL TYPES

B. Premium Development—Bodily Injury and Property Damage Liability and No-Fault Coverages

1. Determine the territory from the territory definitions (Rule 19) based on the street address of the named insured.
2. For each set of plates not assigned by the insured for exclusive use with a specific auto, multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.
3. Multiply the rates determined above by the following factor:

Factor
1.50

4. Classify and rate each set of plates assigned by the insured for exclusive use with a specific auto according to the applicable rules in this manual, based on regular use of the auto.

- 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 2.

Rule 140. 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
 - (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.

Rule 141. MOTORCYCLES

- A. For the purposes of this Rule, motorcycles refers to motorcycles, mopeds, motorscooters, motorbikes, and other similar two wheeled autos used for commercial purposes.

B. Motorcycles Used for Private Passenger Purposes

Refer to the Private Passenger Chapter.

C. Motorcycles Used For Commercial Purposes

1. Bodily Injury and Property Damage Liability and No-Fault Coverages
 - a. Multiply the Private Passenger base rates by the Class 3 factor determined from the Private Passenger Auto Rate Chapter.

- b. Multiply the rates determined above by the following applicable factor:

Engine Size	Factor
0–100cc	.29
101–200	.38
201–360	.59
361–500	.65
501–800	.76
Over 800	.85

The above rates contemplate the passenger hazard.

2. No-Fault Coverages
Refer to Rule 59.
3. Uninsured and Underinsured Motorists Coverage
Refer to Rule 58.

**Rules 142–150. RESERVED FOR FUTURE
USE**

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL
COMMERCIAL AUTO LIABILITY AND PERSONAL INJURY PROTECTION RATES

NOTES

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

TRUCKS, TRACTORS, AND TRAILERS

(a) For vehicles NOT eligible for personal injury protection as well as for those risks where the insured and 0–49% of the regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$2,878	\$3,166
02	1,728	1,901
03	2,374	2,611
04	1,542	1,696
05	1,613	1,774
06	1,956	2,152
07	1,363	1,499
09	1,279	1,407
10	1,554	1,709
12	1,174	1,291
13	2,091	2,300
14	1,650	1,815
15	1,538	1,692
16	1,962	2,158
17	1,789	1,968
18	1,470	1,617

(b) For risks where the insured and 50–99% of the regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$2,628	\$2,891
02	1,578	1,736
03	2,167	2,384
04	1,408	1,549
05	1,473	1,620
06	1,786	1,965
07	1,244	1,368
09	1,168	1,285
10	1,419	1,561
12	1,072	1,179
13	1,909	2,100
14	1,507	1,658
15	1,404	1,544
16	1,791	1,970
17	1,634	1,797
18	1,342	1,476

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

TRUCKS, TRACTORS, AND TRAILERS

(c) For risks where the insured and all regular operators of the insured's motor vehicles have accepted the tort limitation.		
Territory	Nonfleet	Fleet
01	\$2,503	\$2,753
02	1,503	1,653
03	2,064	2,270
04	1,341	1,475
05	1,403	1,543
06	1,701	1,871
07	1,185	1,304
09	1,112	1,223
10	1,351	1,486
12	1,021	1,123
13	1,818	2,000
14	1,435	1,579
15	1,337	1,471
16	1,706	1,877
17	1,556	1,712
18	1,278	1,406

Personal Injury Protection			
Territory	Not Covered by Workers Compensation	Covered by Workers Compensation	Guest PIP
01	\$173	\$104	\$43
02	98	59	24
03	180	108	45
04	111	67	28
05	91	55	23
06	207	124	51
07	97	58	24
09	131	79	32
10	139	83	34
12	111	67	28
13	167	100	41
14	104	62	26
15	133	80	33
16	124	74	31
17	146	88	36
18	118	71	29

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

PUBLIC AUTOS—TAXICABS AND LIMOUSINES

(a) For vehicles NOT eligible for personal injury protection as well as for those risks where the insured and 0–49% of the regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$9,499	\$10,449
02	5,706	6,277
03	7,837	8,621
04	5,091	5,600
05	5,325	5,858
06	6,456	7,102
07	4,495	4,945
09	4,219	4,641
10	5,129	5,642
12	3,876	4,264
13	6,902	7,592
14	5,448	5,993
15	5,076	5,584
16	6,479	7,127
17	5,906	6,497
18	4,852	5,337

(b) For risks where the insured and 50–99% of the regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$8,673	\$9,540
02	5,210	5,731
03	7,156	7,872
04	4,648	5,113
05	4,862	5,348
06	5,895	6,485
07	4,104	4,514
09	3,852	4,237
10	4,683	5,151
12	3,539	3,893
13	6,302	6,932
14	4,974	5,471
15	4,635	5,099
16	5,916	6,508
17	5,393	5,932
18	4,430	4,873

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

PUBLIC AUTOS—TAXICABS AND LIMOUSINES

(c) For risks where the insured and all regular operators of the insured's motor vehicles have accepted the tort limitation.		
Territory	Nonfleet	Fleet
01	\$8,260	\$9,086
02	4,962	5,458
03	6,815	7,497
04	4,427	4,870
05	4,630	5,093
06	5,614	6,175
07	3,909	4,300
09	3,669	4,036
10	4,460	4,906
12	3,370	3,707
13	6,002	6,602
14	4,737	5,211
15	4,414	4,855
16	5,634	6,197
17	5,136	5,650
18	4,219	4,641

Personal Injury Protection			
Territory	Owner Operated	Other than Owner Operated	Guest PIP
01	\$579	\$330	\$318
02	326	186	179
03	601	343	331
04	369	210	203
05	305	174	168
06	691	394	380
07	325	185	179
09	438	250	241
10	462	263	254
12	369	210	203
13	555	316	305
14	348	198	191
15	444	253	244
16	414	236	228
17	487	278	268
18	396	226	218

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

PUBLIC AUTOS—VAN POOLS

(a) For vehicles NOT eligible for personal injury protection as well as for those risks where the insured and 0–49% of the regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$2,376	\$2,376
02	1,427	1,427
03	1,961	1,961
04	1,272	1,272
05	1,333	1,333
06	1,613	1,613
07	1,124	1,124
09	1,055	1,055
10	1,281	1,281
12	971	971
13	1,725	1,725
14	1,363	1,363
15	1,268	1,268
16	1,619	1,619
17	1,477	1,477
18	1,213	1,213

(b) For risks where the insured and 50–99% of the regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$2,169	\$2,169
02	1,303	1,303
03	1,790	1,790
04	1,161	1,161
05	1,217	1,217
06	1,473	1,473
07	1,026	1,026
09	963	963
10	1,170	1,170
12	886	886
13	1,575	1,575
14	1,244	1,244
15	1,158	1,158
16	1,478	1,478
17	1,348	1,348
18	1,108	1,108

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

PUBLIC AUTOS—VAN POOLS

(c) For risks where the insured and all regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$2,066	\$2,066
02	1,241	1,241
03	1,705	1,705
04	1,106	1,106
05	1,159	1,159
06	1,403	1,403
07	977	977
09	917	917
10	1,114	1,114
12	844	844
13	1,500	1,500
14	1,185	1,185
15	1,103	1,103
16	1,408	1,408
17	1,284	1,284
18	1,055	1,055

Personal Injury Protection			
Territory	Employer Furnished	All Other	Guest PIP
01	\$35	\$80	\$16
02	20	46	9
03	37	84	17
04	22	50	10
05	18	42	8
06	41	95	19
07	20	46	9
09	27	61	12
10	28	65	13
12	22	50	10
13	33	77	15
14	22	50	10
15	27	62	12
16	25	57	11
17	30	69	14
18	23	54	11

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

SCHOOL AND CHURCH BUSES

(a) For vehicles NOT eligible for personal injury protection as well as for those risks where the insured and 0–49% of the regular operators of the insured’s motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$872	\$1,046
02	524	629
03	718	862
04	467	560
05	489	587
06	592	710
07	414	497
09	386	463
10	470	564
12	357	428
13	633	760
14	498	598
15	467	560
16	595	714
17	543	652
18	444	533

(b) For risks where the insured and 50–99% of the regular operators of the insured’s motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$796	\$955
02	479	575
03	655	786
04	426	511
05	446	535
06	541	649
07	378	454
09	353	424
10	429	515
12	326	391
13	578	694
14	455	546
15	426	511
16	543	652
17	496	595
18	405	486

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

SCHOOL AND CHURCH BUSES

(c) For risks where the insured and all regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$758	\$910
02	456	547
03	624	749
04	406	487
05	425	510
06	515	618
07	360	432
09	336	403
10	409	491
12	310	372
13	550	660
14	433	520
15	406	487
16	517	620
17	472	566
18	386	463

Personal Injury Protection		
Territory	PIP	Guest PIP
01	\$72	\$69
02	42	38
03	76	72
04	46	42
05	38	34
06	87	84
07	42	38
09	53	50
10	57	53
12	46	42
13	69	65
14	42	38
15	54	50
16	53	50
17	61	57
18	50	46

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

OTHER BUSES

(a) For vehicles NOT eligible for personal injury protection as well as for those risks where the insured and 0–49% of the regular operators of the insured’s motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$6,017	\$6,017
02	3,610	3,610
03	4,962	4,962
04	3,221	3,221
05	3,374	3,374
06	4,088	4,088
07	2,849	2,849
09	2,671	2,671
10	3,244	3,244
12	2,454	2,454
13	4,371	4,371
14	3,447	3,447
15	3,214	3,214
16	4,100	4,100
17	3,742	3,742
18	3,073	3,073

(b) For risks where the insured and 50–99% of the regular operators of the insured’s motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$5,494	\$5,494
02	3,296	3,296
03	4,531	4,531
04	2,941	2,941
05	3,081	3,081
06	3,733	3,733
07	2,601	2,601
09	2,439	2,439
10	2,962	2,962
12	2,241	2,241
13	3,991	3,991
14	3,147	3,147
15	2,935	2,935
16	3,743	3,743
17	3,417	3,417
18	2,806	2,806

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

OTHER BUSES

(c) For risks where the insured and all regular operators of the insured's motor vehicles have accepted the tort limitation.

Territory	Nonfleet	Fleet
01	\$5,232	\$5,232
02	3,139	3,139
03	4,315	4,315
04	2,801	2,801
05	2,934	2,934
06	3,555	3,555
07	2,477	2,477
09	2,323	2,323
10	2,821	2,821
12	2,134	2,134
13	3,801	3,801
14	2,997	2,997
15	2,795	2,795
16	3,565	3,565
17	3,254	3,254
18	2,672	2,672

Personal Injury Protection		
Territory	PIP	Guest PIP
01	\$697	\$694
02	391	385
03	724	721
04	446	443
05	365	359
06	832	832
07	389	385
09	529	526
10	557	553
12	446	443
13	669	664
14	421	416
15	536	526
16	500	500
17	587	584
18	474	469

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

AUTO DEALERS

Territory	(a) For vehicles NOT eligible for personal injury protection as well as for those risks where the insured and 0–49% of the regular operators of the insured’s motor vehicles have accepted the tort limitation.	(b) For risks where the insured and 50–99% of the regular operators of the insured’s motor vehicles have accepted the tort limitation.	(c) For risks where the insured and all regular operators of the insured’s motor vehicles have accepted the tort limitation.
01	\$2,299	\$2,099	\$1,999
02	1,378	1,258	1,198
03	1,891	1,726	1,644
04	1,237	1,130	1,076
05	1,286	1,174	1,118
06	1,563	1,427	1,359
07	1,084	990	943
09	1,018	929	885
10	1,237	1,130	1,076
12	934	853	812
13	1,659	1,515	1,443
14	1,323	1,208	1,150
15	1,553	1,418	1,350
16	1,574	1,437	1,369
17	1,426	1,302	1,240
18	1,171	1,069	1,018

General liability losses are subject to an aggregate limit equal to three times the displayed liability limit.

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

For Limits of \$60,000 Single Limit Bodily Injury and Property Damage

AUTO DEALERS

Personal Injury Protection		
Territory	PIP	Guest PIP
01	\$119	\$24
02	65	13
03	122	24
04	76	15
05	61	12
06	144	29
07	65	13
09	90	18
10	94	19
12	76	15
13	116	23
14	72	14
15	99	20
16	86	17
17	101	20
18	80	16

HIRED AUTO

\$60,000 Single Limit
\$1.46

KENTUCKY AUTOMOBILE INSURANCE PLAN MANUAL

EFFECTIVE DATES

INTRODUCTION

Preamble	January 1, 2012
How to Submit an Application to the Kentucky Automobile Insurance Plan	January 1, 2012
How to Apply for Additional Coverages or Changes in the Policy	April 1, 1996
Producer Responsibility	April 1, 1996
Availability of Forms, Manuals, Etc.	September 1, 2015

PLAN OF OPERATION

PERSONAL AUTOMOBILE PART

Sec. 1.	April 1, 1996
Sec. 2.	April 1, 1996
Sec. 3.	April 1, 1996
Sec. 4.	Reserved for Future Use
Sec. 5.	January 1, 2018
Sec. 6.	January 1, 2012
Sec. 7.	January 1, 2018
Sec. 8.	Reserved for Future Use
Sec. 9.	April 1, 1997
Sec. 10.	Reserved for Future Use
Sec. 11.	Reserved for Future Use
Sec. 12.	March 1, 1999
Sec. 13.	May 16, 2005
Sec. 14.	May 16, 2005
Sec. 15.	January 1, 2012
Sec. 16.	Reserved for Future Use

COMMERCIAL AUTOMOBILE PART

Sec. 17.	January 1, 2018
Sec. 18.	February 1, 2002
Sec. 19.	February 1, 2002
Sec. 20.	Reserved for Future Use
Sec. 21.	February 1, 2007
Sec. 22.	October 10, 2003
Sec. 23.	January 1, 2018
Sec. 24.	Reserved for Future Use
Sec. 25.	April 1, 1996
Sec. 26.	April 1, 1996
Sec. 27.	February 1, 2002
Sec. 28.	February 1, 2002
Sec. 29.	April 1, 1996
Sec. 30.	May 16, 2005
Sec. 31.	May 16, 2005
Sec. 32.	November 15, 2000
Sec. 33.	May 16, 2005

APPENDIX

Sec. 34.	April 1, 1996
Sec. 35.	August 1, 2015
Sec. 36.	April 1, 1996
Sec. 37.	January 1, 2014
Sec. 38.	May 16, 2005
Sec. 39.	April 1, 1996
Sec. 40.	January 1, 2018
Sec. 41.	Reserved for Future Use
Sec. 42.	Reserved for Future Use
Sec. 43.	September 1, 2012
Sec. 44.	April 1, 1997
Sec. 45.	Reserved for Future Use
Sec. 46.	December 1, 2013
Sec. 47.	August 1, 2014
Sec. 48.	Reserved for Future Use
Sec. 49.	May 16, 2005
Sec. 50.	April 1, 1996
Sec. 51.	January 1, 2004
Sec. 52.	January 1, 2012

MANUAL OF RULES AND RATES

GENERAL RULES CHAPTER

- Rule 1. April 1, 1999
- Rule 2. May 16, 2005
- Rule 3. January 1, 2018
- Rule 4. June 1, 2005
- Rule 5. June 1, 2005
- Rule 6. April 1, 1999
- Rule 7. April 1, 1999
- Rule 8. April 1, 1999
- Rule 9. April 1, 1999
- Rule 10. Reserved for Future Use
- Rule 11. Reserved for Future Use
- Rule 12. Reserved for Future Use
- Rule 13. Reserved for Future Use
- Rule 14. Reserved for Future Use
- Rule 15. Reserved for Future Use
- Rule 16. Reserved for Future Use
- Rule 17. Reserved for Future Use
- Rule 18. Reserved for Future Use
- Rule 19. April 1, 1999

PRIVATE PASSENGER CHAPTER

- Rule 20. February 1, 2016
- Rule 21. November 1, 2011
- Rule 22. February 1, 2016
- Rule 23. January 1, 2018
- Rule 24. November 1, 2011
- Rule 25. January 1, 2018
- Rule 26. January 1, 2018
- Rule 27. March 1, 2015
- Rule 28. December 1, 2014
- Rule 29. November 1, 2011
- Rule 30. November 1, 2011
- Rule 31. November 1, 2011
- Rule 32. November 1, 2011
- Rule 33. Reserved for Future Use
- Rule 34. Reserved for Future Use
- Rule 35. Reserved for Future Use
- Rule 36. Reserved for Future Use
- Rule 37. Reserved for Future Use
- Rule 38. Reserved for Future Use
- Rule 39. Reserved for Future Use
- Rule 40. Reserved for Future Use
- Rule 41. Reserved for Future Use
- Rule 42. Reserved for Future Use
- Rule 43. Reserved for Future Use
- Rule 44. Reserved for Future Use
- Rule 45. Reserved for Future Use
- Rule 46. Reserved for Future Use
- Rule 47. Reserved for Future Use
- Rule 48. Reserved for Future Use
- Rule 49. Reserved for Future Use
- Rule 50. Reserved for Future Use

COMMERCIAL GENERAL RULES CHAPTER

- Rule 51. January 1, 2018
- Rule 52. January 1, 2018
- Rule 53. October 1, 2015
- Rule 54. January 1, 2016
- Rule 55. June 1, 2005

- Rule 56. April 1, 1999
- Rule 57. April 1, 1999
- Rule 58. January 1, 2018
- Rule 59. March 1, 2008
- Rule 60. April 1, 1999
- Rule 61. January 1, 2007
- Rule 62. Reserved for Future Use
- Rule 63. Reserved for Future Use
- Rule 64. Reserved for Future Use
- Rule 65. Reserved for Future Use
- Rule 66. Reserved for Future Use
- Rule 67. Reserved for Future Use
- Rule 68. Reserved for Future Use
- Rule 69. Reserved for Future Use
- Rule 70. Reserved for Future Use

TRUCKS, TRACTORS, AND TRAILERS CHAPTER

- Rule 71. January 1, 2018
- Rule 72. April 1, 1999
- Rule 73. January 1, 2007
- Rule 74. October 1, 2014
- Rule 75. February 1, 2008
- Rule 76. Reserved for Future Use
- Rule 77. Reserved for Future Use
- Rule 78. Reserved for Future Use
- Rule 79. Reserved for Future Use
- Rule 80. Reserved for Future Use
- Rule 81. Reserved for Future Use
- Rule 82. Reserved for Future Use
- Rule 83. Reserved for Future Use
- Rule 84. Reserved for Future Use
- Rule 85. Reserved for Future Use
- Rule 86. Reserved for Future Use
- Rule 87. Reserved for Future Use
- Rule 88. Reserved for Future Use
- Rule 89. Reserved for Future Use
- Rule 90. Reserved for Future Use

PUBLIC TRANSPORTATION CHAPTER

- Rule 91. April 1, 1999
- Rule 92. April 1, 1999
- Rule 93. January 1, 2007
- Rule 94. January 1, 2018
- Rule 95. October 1, 2015
- Rule 96. Reserved for Future Use
- Rule 97. Reserved for Future Use
- Rule 98. Reserved for Future Use
- Rule 99. Reserved for Future Use
- Rule 100. Reserved for Future Use

AUTO DEALERS CHAPTER

- Rule 101. June 1, 2005
- Rule 102. January 1, 2018
- Rule 103. March 1, 2008
- Rule 104. Reserved for Future Use
- Rule 105. Reserved for Future Use
- Rule 106. Reserved for Future Use
- Rule 107. Reserved for Future Use
- Rule 108. Reserved for Future Use

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Rule 109. Reserved for Future Use
Rule 110. Reserved for Future Use
Rule 111. Reserved for Future Use
Rule 112. Reserved for Future Use
Rule 113. Reserved for Future Use
Rule 114. Reserved for Future Use
Rule 115. Reserved for Future Use
Rule 116. Reserved for Future Use
Rule 117. Reserved for Future Use
Rule 118. Reserved for Future Use
Rule 119. Reserved for Future Use
Rule 120. Reserved for Future Use

NONOWNED AUTO CHAPTER

Rule 121. April 1, 1999
Rule 122. February 1, 2016
Rule 123. October 1, 2015
Rule 124. January 1, 2018
Rule 125. October 1, 2015
Rule 126. Reserved for Future Use
Rule 127. Reserved for Future Use
Rule 128. Reserved for Future Use
Rule 129. Reserved for Future Use
Rule 130. Reserved for Future Use

SPECIAL TYPES AND OPERATIONS CHAPTER

Rule 131. April 1, 1999
Rule 132. April 1, 1999
Rule 133. October 1, 2015
Rule 134. October 1, 2015
Rule 135. October 1, 2015
Rule 136. October 1, 2015
Rule 137. October 1, 2015
Rule 138. October 1, 2015
Rule 139. January 1, 2018
Rule 140. November 1, 2005
Rule 141. October 1, 2015
Rule 142. April 1, 1999
Rule 143. Reserved for Future Use
Rule 144. Reserved for Future Use
Rule 145. Reserved for Future Use
Rule 146. Reserved for Future Use
Rule 147. Reserved for Future Use
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Rule 149. Reserved for Future Use
Rule 150. Reserved for Future Use

WORKSHEETS

Experience Rating Worksheet	January 1, 2016
Gross Receipts Rating Worksheet	April 1, 1999
Trucks, Tractors, and Trailers Other than Zone Rated Worksheet	October 1, 2010
Zone Rated Trucks, Tractors, and Trailers Worksheet	October 1, 2010
Public Transportation Autos Other than Zone Rated Worksheet	October 1, 2010
Zone Rated Public Transportation Autos Worksheet	October 1, 2010
Auto Dealer Rating Worksheet	January 1, 2018

PRIVATE PASSENGER AUTO RATE CHAPTER

Private Passenger Auto Rating Worksheet	November 1, 2011
Liability, Personal Injury Protection, and Medical Payments Base Rates	January 1, 2018
Uninsured and Underinsured Motorists Coverage	January 1, 2018
Class Factors	November 1, 2011

RATES

Zone Rates	January 1, 2018
Commercial Auto Liability and Personal Injury Protection Rates	January 1, 2018