

CHECKING SLIP—IMPORTANT

WISCONSIN AUTOMOBILE INSURANCE PLAN

WI 2024 Revision 001

NEW PAGES ENCLOSED i-ii, I-3-I-4, PA-3-PA-12, CA-3-CA-13, (1)-(3), P-3-P-4, C-3-C-26, C-31-C-40, C-45-C-48, C-53-C-58, CR-3-CR-6, (a)-(c)

SUPERSEDED—REMOVE All previous Checking Slips
Pages i-ii, I-3-I-4, PA-3-PA-11, CA-3-CA-13, (1)-(3), P-3-P-4, C-3-C-26, C-31-C-40, C-45-C-48, C-53-C-59, CR-3-CR-6, (a)-(c)

NEW CHANGES

Filing Nos. WI 24-02
WI 24-06
WI 24-07
WI 24-09
WI 24-11

Plan of Operation

The Introduction is amended to reference the appropriate Plan sections for submission of the Policy Change Request form to the company or servicing carrier.

Sections 2 and 5 are amended to clarify that physical damage coverage is available only in conjunction with the same policy written through the Plan affording bodily injury and property damage liability coverage.

Section 2 is further amended to replace “entitled” with “eligible”.

Sections 7 and 23 are amended to (1) clarify procedures for submission of any required additional premium payments when Policy Change Request forms are submitted electronically and when the company or servicing carrier is not known, (2) introduce procedures for policy changes submitted via e-mail, facsimile, and telephone, and (3) clarify the calculation of the effective date.

Manual of Rules and Rates

Rule 20 is amended to clarify that the term “private passenger auto” includes autos that are used for prearranged delivery services, including courier services, but the prearranged delivery services are not covered.

Rules 51, 73, 74, 75, 82, 83, 93, 94, 95, 101, and 112 are amended to remove references to gross receipts.

Rule 56 Gross Receipts or Mileage Basis, the Gross Receipts Rating Example, and the Gross Receipts Rating Worksheet are **deleted in their entirety**.

These amendments are **effective February 1, 2025**.

The Commercial Auto Liability and Medical Payments rates, including rates for uninsured and underinsured motorists insurance (Rule 57), zone rated autos (Rule 74), nonowned auto liability coverage (Rule 104), snowmobiles (Rule 122), and repossessed autos (Rule 126) are revised. In addition, the minimum premiums for hired autos (Rule 103) are revised.

The Nonowned Auto Liability rating examples are amended to reflect the revised rates.

These Rule and Rate changes are **effective February 1, 2025 for new business and April 1, 2025 for renewal policies**.

- Introduction Page I-4
- Section 2 Page PA-3
- Section 5 Page PA-4
- Section 7 Pages PA-8 and PA-9

- Section 23 Pages CA-8 and CA-9
- Rule 20 Page P-3
- Rule 51 Page C-3
- Deletion of Rule 56, Gross Receipts Rating Example, and
Gross Receipts Rating Worksheet..... Page C-8
- Rule 57 Pages C-8 and C-9
- Rule 73 Page C-16
- Rule 74 (including zone rates) Pages C-17, C-21, and C-22
- Rule 75 Page C-24
- Rule 82 Page C-25
- Rule 83 Page C-26
- Rule 93 Page C-32
- Rules 94 and 95 Page C-33
- Rule 101 Page C-35
- Rule 103 Page C-36
- Rule 104 Pages C-36–C-38
- Rule 112 Page C-39
- Rule 122 Pages C-45 and C-46
- Rule 126 Pages C-46 and C-47
- Nonowned Auto Liability rating examples Pages C-56 and C-57
- Commercial Auto Liability and
Medical Payments rates Pages CR-3–CR-6

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

ELECTRONIC MANUAL

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

ABOUT THIS MANUAL

Stars (★) indicate the beginning of an amendment and end symbols (❖) indicate the ending of an amendment. The latest effective dates of the Plan of Operation and Manual of Rules and Rates are listed on pages (a)–(c) located at the end of the Manual.

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WISCONSIN AUTOMOBILE INSURANCE PLAN

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WISCONSIN AUTOMOBILE INSURANCE PLAN PLAN OF OPERATION INTRODUCTION

The Wisconsin Automobile Insurance Plan is a risk-sharing plan under Wisconsin law, and was created to provide automobile coverage to eligible risks who are in need of such coverage, but are unable to obtain it in the voluntary insurance market.

The Plan of Operation is divided into three parts and a Supplement as follows:

- | | |
|------------|--|
| Part I | Personal Automobile Part |
| | <ul style="list-style-type: none">• Eligibility• Coverages• Other applicable provisions |
| Part II | Commercial Automobile Part |
| | <ul style="list-style-type: none">• Availability and scope of the Special Risk Distribution Procedure (SRDP)• Eligibility• Coverages• Other applicable provisions |
| Part III | Appendix - Administrative Rules of Plan |
| Supplement | Provisions Applicable to Private Passenger Risks Prior to January 1, 2020 |

Before submitting an application for coverage, it is strongly recommended that users of this Manual read “How to Apply to the Wisconsin 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, the Supplement, and review the General Rules. To the extent of which “How to Apply to the Wisconsin Automobile Insurance Plan” conflicts with the Personal or Commercial Automobile Parts or Appendix of this Plan, the provisions of the respective Personal or Commercial Automobile Part, Appendix, or Supplement shall apply.

HOW, WHEN, AND WHERE—AN EXPLANATION OF PROCEDURES FOR WISCONSIN PRODUCERS

As producer of record, you can help the company or servicing carrier in providing better service to your insureds by making every effort to facilitate the company’s handling of the Wisconsin Automobile Insurance Plan applications. Incomplete applications, application supplements, or requests for changes in the policy which cannot be easily identifiable to an insured only delays the processing of requests for service. Take a few extra minutes to be certain that you have given the company and/or the Plan all the information necessary for issuance of the policy or completion of the transaction.

Application to the Plan may be made by the following methods:

• **Electronic Application Submission**

The producer must electronically transmit applications to the Plan using the online process for electronic submission authorized by the Plan. The electronic application submission process offers online completion of the application and electronically transmits the application to the Plan.

The completed signed application, deposit, and supporting documentation must be forwarded to the Plan in accordance with Plan rules. For further details, refer to [Section 7](#) for private passenger applications or [Section 23](#) for commercial applications.

• **Alternate Application Submission Procedures**

When electronic application submission is not available for any reason, the producer must download and print an application from the Plan website.

The following additional application submission methods are available for producer use:

- United States Postal Service Mail

- Hand delivery to the Plan (hand delivery includes overnight mail, courier, or other delivery service)

The completed signed application, deposit, and supporting documentation must be forwarded to the Plan in accordance with Plan rules in [Section 57](#) for private passenger applications or [Section 58](#) for commercial applications.

An original signed application must be submitted to the Plan for the following types of applications:

- Electronically transmitted private passenger and commercial applications
- All private passenger and commercial applications subject to the Alternate Application Submission Procedures

Copies or facsimiles of the above applications are not acceptable and should not be forwarded to the Plan.

A. **How to Apply to the Wisconsin Automobile Insurance Plan**

Producers should not telephone the Wisconsin Plan for premium quotations, but should refer to the Rules and Rates in the manual.

The producer must advise the applicant that the policy is being issued as a part of the Wisconsin Automobile Insurance Plan.

Applications must be completed online and electronically transmitted to the Plan. However, if for any reason the electronic application system is not available to the producer, applications may be submitted using the Alternate Application Submission Procedures contained in the Appendix of this Manual.

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

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PLAN OF OPERATION
INTRODUCTION

In completing the application, the producer must be certain that

- the application is completed in the name of the registered owner of the vehicle upon which coverage is requested;
- the application is signed by said registered owner and producer of record;
- all applicable questions are answered fully. Blank or incomplete answers may require a return of the application before it can be processed;
- any and all attachments pertinent to the application are submitted;
- the deposit is correctly computed and the correct amount accompanies the application;
- the applicant has read the application and concurs that all answers are correct and complete;
- the original application form or the original application generated by electronic application submission is forwarded to the Wisconsin Automobile Insurance Plan in accordance with Plan rules;

For private passenger applications, the effective date of coverage shall be determined in accordance with [Section 7](#). For commercial applications, the effective date of coverage shall be determined in accordance with [Section 23](#).

- the name, address, and tax identification number of the producer are included;
- a CAIP Inspected Units Form is completed and submitted with the commercial application if the applicant requires federal filings or endorsements.

An original signed application must be submitted to the Plan for the following types of applications:

- Electronically transmitted private passenger and commercial applications
- All private passenger and commercial applications subject to the Alternate Application Submission Procedures

Copies or facsimiles of the above applications are not acceptable and should not be forwarded to the Plan.

Specific questions on the Wisconsin Automobile Insurance Plan Manual, or any portion thereof, should be directed to the Wisconsin Automobile Insurance Plan, PO Box 6530 Providence, RI 02940-6530, telephone (800) 827-5964, or by email at WIAIP@aipso.com.

B. How to Apply for Additional Coverages or Changes in the Policy

★All requests for changes in the policy are to be forwarded in writing directly to the company, NOT to the

Wisconsin Automobile Insurance Plan. The company's policy number and other identification numbers must be included on the approved Policy Change Request form. All Policy Change Request forms must be submitted to the company or servicing carrier in accordance with [Sections 7](#) and [23](#).

For commercial risks requiring federal filings or endorsements, a completed CAIP Inspected Units Form must accompany the policy change request.

Only those coverages provided for in the rules of the Plan are available.

C. Availability of Forms and Manuals

The following Plan materials are available in electronic format at no cost and may be printed after logging into www.aipso.com and accessing the Plan Sites link:

- Plan applications and forms to be used when applying to the Wisconsin Automobile Insurance Plan
- Wisconsin Automobile Insurance Plan Manual
- Wisconsin SRDP Accounting & Statistical Requirements Manual
- Plan Commercial and Personal Policy Forms and Endorsements
- ISO Symbols and Identification Manual

In the event you do not have access to the Plan website for any reason or are unable to print from the website, Plan applications and forms are available at no charge in plain paper format by contacting WIAIP by email at WIAIP@aipso.com or by calling (800) 827-5964.

D. Effective Date of Coverage

The effective date of coverage will be determined in accordance with [Section 7](#) for private passenger applicants and in accordance with [Section 23](#) for commercial applicants.

E. Other Money Matters

1. The producer must collect a deposit on additional premium endorsements in accordance with [Section 7.B](#) for private passenger policies and [Section 23.C](#) for commercial policies.
2. The producer must return any unearned commission.
3. The producer shall immediately forward payments received from an insured to the company/servicing carrier.

F. Claims

When claims are reported to a producer by the insured, the producer must report them to the company or servicing carrier within one working day, 24 hours, either by mail or telephone.

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PLAN OF OPERATION
PERSONAL AUTOMOBILE PART

Sec. 1. PURPOSES OF PLAN

The purposes of the Plan are

- A. to make automobile bodily injury, property damage, uninsured motorists, and medical payments coverage available;
- B. to make physical damage coverage available, except to the following types of vehicles: motorcycles, motorized bicycles, scooters, similar motorized vehicles, motor homes, or trailers used as a residence;
- C. to establish a procedure for the sharing of expenses and operating results generated by the Personal Automobile Insurance Procedure among all subscriber companies writing Voluntary Private Passenger Nonfleet (PPNF) policies in the state of Wisconsin;
- D. to preserve to the public the benefits of price competition by encouraging maximum use of the normal private insurance system.

Note: For purposes of this Part of the Plan of Operation, the Personal Automobile Insurance Procedure (PAIP) servicing carrier (including an appointed service provider, if applicable) is herein referred to as "the company".

Sec. 2. ELIGIBILITY

A. Applicant Eligible for Plan

To be eligible for bodily injury, property damage, medical payments and physical damage coverages, the applicant must meet the following criteria:

1. The applicant, in the application form, must certify that he or she has tried and failed to obtain coverage in the voluntary market at any price within the last 60 calendar days.
2. An applicant so certifying shall be considered for coverage 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 paragraph 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 calendar 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.

B. Eligible Motor Vehicles

The following types of vehicles shall be eligible for coverage:

1. A private passenger automobile such as a motor vehicle of the private passenger, station wagon, or jeep type that is not used as a public or livery conveyance for passengers nor rented to others without a driver. Also included are: motorcycles, motorized

bicycles, power cycles, motorized scooters, autocycles, recreational trailers, motor homes, and other similar motorized vehicles of the private passenger type;

2. A motor vehicle with a pickup body or a van 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 shall be classified and rated as a private passenger automobile;
3. A farm truck with a load capacity of 2,000 pounds or less shall be classified and rated as a private passenger automobile.

C. Applicant Not Eligible for Plan

1. An applicant shall not be entitled to automobile insurance nor shall the company be required to afford or continue insurance under the following circumstances:
 - a. if any person who usually drives the motor vehicle does not hold or is not eligible to obtain an operator's license;
 - b. if the applicant or anyone who usually drives the motor vehicle fails to meet all obligations to pay to any insurance carrier any automobile insurance premiums during the immediately preceding 12 months.
2. ★An applicant shall not be eligible for physical damage insurance nor shall any subscriber be required to afford or continue to afford physical damage insurance under the following circumstances:✧
 - a. if the applicant's automobile is an antique automobile (25 or more years old);
 - b. if the applicant's automobile has an Actual Cash Value in excess of \$45,000.

Note: ★Physical damage coverage is available only in conjunction with the same policy written through the Plan affording bodily injury and property damage liability coverage.✧

- 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.

Sec. 3. REELIGIBILITY

An applicant denied insurance under the Plan after appeal to the Committee shall not be eligible to reapply for coverage until 12 months after the date of application. Except for nonpayment of premium, an applicant cancelled under [Section 12.B](#) of the Plan shall not be eligible to reapply for coverage until 12 months after the effective date of cancellation.

Applicants cancelled for nonpayment of premium may reapply for coverage at any time provided no earned premium is owed the previous company. If an applicant canceled for nonpayment of premium reapplies, provided such applicant is otherwise eligible, the application shall be accompanied by the deposit prescribed in [Section 6](#). Such application shall be

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PERSONAL AUTOMOBILE PART

considered a new application and coverage shall be determined in accordance with the provisions of [Section 7](#).

An applicant who fails to pay the renewal premium quoted by the company, in accordance with the provisions of [Section 14.A.2](#) of this Plan, may reapply for coverage at any time. If the applicant reapplies, the rules as outlined in [Section 6](#), shall be applied provided such applicant is otherwise eligible. Such application shall be considered a new application and coverage shall be determined 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, Uninsured Motorists, and Underinsured Motorists Coverage

- a. Each insurer shall be required to write a policy or binder for basic limits of \$25,000/50,000 bodily injury and \$10,000 property damage.
- b. An insured may, at his or her option, also purchase additional coverage to be written in the same policy for
 - (1) increased liability limits at any of the following optional limits:

Optional Bodily Injury Limits	Optional Property Damage Limits
\$ 50,000/100,000	\$25,000
100,000/300,000	50,000

Higher limits are available only to comply with a federal, state, or local law or ordinance.

- (2) medical payments coverage at a limit of up to \$5,000 with increments of \$1,000 and \$2,000, with respect to four-wheel vehicles classified and rated as private passenger vehicles. For all other vehicles, medical payments coverage shall be available at a limit of \$1,000.
 - c. Protection against uninsured motorists at the standard limits of liability specified in the applicable rules and rates.
 - d. Protection against underinsured motorists at the standard limits of liability specified in the applicable rules and rates.
2. Physical Damage Coverage

- a. ★The following coverages are available for vehicles defined in the Manual for physical damage coverage:✧

With respect to vehicles within the definition of the Manual for automobile physical damage coverages, comprehensive (including collision) coverage on an Actual Cash Value basis, subject to a maximum loss payable of \$45,000 and to a deductible in the amount of \$100, \$250, or

\$500 applicable to each loss as to each automobile.

- b. ★Physical damage coverage is available only in conjunction with the same policy written through the Plan affording bodily injury and property damage liability coverage.✧
- c. Upon the request of the applicant, a standard loss payable clause for the benefit of a lienholder shall be included in the policy.
- d. Comprehensive coverage and collision coverage must have the same deductible.

B. Standard Policy Coverages

1. Personal Auto Policy

- a. The following risks shall be provided uniform coverage, equivalent to the coverage of the Edition of the Insurance Service Office, Inc. (ISO) Personal Auto Policy and the ISO and Automobile Insurance Plan endorsements which have been approved by the Wisconsin Insurance Department for use with Automobile Insurance Plan business.
 - (1) Private passenger automobiles, as defined in the Automobile Insurance Plan Manual, 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 an individual or a married couple, the Personal Auto Policy excludes coverage to any automobile while used
 - (1) in any prearranged racing or competitive speed contest; or
 - (2) in the business of transporting flammables or similar hazardous materials.
- c. 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.
- d. For private passenger automobiles owned or hired under a long-term contract by individuals, other than spouses, residing in the same household or nonresident relatives, coverage shall be amended by an approved Automobile Insurance Plan Joint Ownership Coverage Endorsement.

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PERSONAL AUTOMOBILE PART

- e. For named nonowner risks, referred to above, coverage shall be amended by an approved Automobile Insurance Plan Named Nonowner Coverage Endorsement.

2. Filing of Policy and Endorsement Forms

Any required filings of policy or endorsement forms shall be made on behalf of the Wisconsin Automobile Insurance Plan by AIPSO.

**Sec. 6. PREMIUM DEPOSIT
REQUIREMENTS AND PAYMENT
OPTIONS (APPLICABLE TO NEW
AND RENEWAL PAIP PLAN
POLICIES WITH EFFECTIVE DATES
JANUARY 1, 2020 AND LATER)**

The application for insurance under the Plan must be submitted to the Plan on a prescribed form, accompanied by a current (within 90 calendar days) motor vehicle department record for all drivers and by the full gross annual premium or a deposit on a gross basis as indicated below.

A. Full Annual Premium Payment Option

The full annual premium shall be submitted with the application if the applicant chooses this option. If the premium deposit is inadequate, the outstanding balance shall be billed immediately and due within 30 calendar days of the date of the premium notice.

B. Advance Premium Payment Option

30% of the total premium shall accompany the application. The balance will be billed immediately and due within 30 calendar days from the date of the premium notice.

C. Installment Premium Payment Option (Liability and Physical Damage Coverages)

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 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

25% of the annual premium shall accompany the new application and be submitted as the initial payment on renewal policies.

No installment charge on the deposit premium.

2. Installments

The first installment bill will show the current annual premium plus the total installment charge minus the deposit. Each installment bill should display the status of the account and is to be released to the insured with a copy to the producer.

Each installment will consist of one-fifth of the remainder of the premium subject to a minimum amount due of \$20 (to which any outstanding bal-

ance of less than \$20 is to be added) plus an installment charge of \$4 on each installment, due as follows:

- a. 1st installment—2 months after the effective date of the policy
- b. 2nd installment—3 months after the effective date of the policy
- c. 3rd installment—4 months after the effective date of the policy
- d. 4th installment—5 months after the effective date of the policy
- e. 5th installment—6 months after the effective date of the policy

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

3. 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.

4. Return Premium Changes

Return premium resulting from changes to the policy may be used to reduce the outstanding balance, or, 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, except when the return amount is less than \$20 it may be treated as a separate transaction.

5. Billing Output and Scheduling

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 installment charge for the current bill would apply.

- 6. If the installment is past due and the next installment is due to be billed, a notice of cancellation may be issued to be effective no earlier than the due date of the current installment. The total of the past due installment and the current installment shall become the minimum amount required to avoid cancellation of the policy. If the minimum payment is received by the effective date of cancellation, the policy shall be continued and subsequent installments shall be processed on schedule.

D. Deposit Applicable to Either A or B Above

The deposit premium shall be submitted gross either in cashier's check, money order, bank draft, certified check, or producer/agency check only payable to the Wisconsin Automobile Insurance Plan. If the risk is ineligible for coverage, the deposit shall be returned.

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PERSONAL AUTOMOBILE PART

**Sec. 7. DESIGNATION OF COMPANY,
EVIDENCE OF INSURANCE, AND
EFFECTIVE DATE OF COVERAGE**

A. Original Application

1. Upon receipt of the original, prescribed, completed, eligible private passenger application and the deposit specified in [Section 6](#), the Plan will process the application and advise the applicant and producer of record of the company and the effective date of coverage.

In no event shall coverage be effective

- a. prior to 12:01 A.M. on the day following the date the application was transmitted to the Plan using the Electronic Application Submission Interface (EASi);
- b. unless the required deposit is submitted with the application;
- c. unless current (within 90 calendar days) motor vehicle records for all drivers are submitted with the application.

2. Electronic Application Submission Interface (EASi)

Producers must transmit the application to the Plan electronically by utilizing the Electronic Application Submission Interface (EASi). 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 52](#).

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

a. Effecting Coverage

Coverage shall become effective at 12:01 A.M. on the day following the date the application was transmitted to the Plan, 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 transmitted. The date of receipt of the electronic EASi application by the Plan shall be established by the date and time the application is transmitted by the producer using EASi.
- (2) The paper application generated by EASi, deposit check or money order, and supporting documentation must be received by the Plan no later than 15 calendar days following the date of transmittal of the EASi application. An application received by the Plan on the 15th calendar day shall be considered a timely submission.
- (3) If the application, deposit, and supporting documentation are received more than 15 calendar days following the date of transmittal of the EASi application, coverage

shall be effective in accordance with the following:

Coverage will become effective at 12:01 A.M. on the day following the date of mailing of the paper application, deposit check or money order, and supporting documentation to the Plan as shown by the postmark on the envelope accompanying the application or hand delivery (including delivery by means of overnight mail, courier, or other delivery service). If the postmark is illegible, the envelope does not contain a USPS postmark, or if the envelope is stamped by postage meter and does not contain a USPS postmark, the coverage will be effective at 12:01 A.M. on the day following receipt by the Plan.

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 45 days from the date of transmittal of the application.
- (2) The producer of record and applicant certify on the application the date (day, month, and year) and time (hour, A.M. or P.M.) of the future effective date of coverage.
- (3) The producer and applicant certify the date and time the application was transmitted on the paper application generated by EASi. The date of receipt of the electronic EASi application by the Plan shall be established by the date and time the application is transmitted by the producer using EASi.
- (4) The paper application generated by EASi, deposit check or money order, and supporting documentation must be received by the Plan no later than 15 calendar days following the date of transmittal of the EASi application. An application received by the Plan on the 15th calendar day shall be considered a timely submission.
- (5) If the application, deposit, and supporting documentation are received by the Plan more than 15 calendar days following the date of transmittal of the EASi application, coverage shall be effective in accordance with the following provisions:

If the applicant does not desire coverage until a later date, not to exceed 45 days from the date of application, the applicant shall indicate such date in the application and the Plan shall fix the date when coverage becomes effective at 12:01 A.M. on the desired date of coverage or at 12:01 A.M. on the day following receipt of the application by the Plan, whichever is later.

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If 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 the 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 or at 12:01 A.M. on the day following receipt of the application by the Plan, whichever is later.

- 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 stamp, 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. Working day shall mean a day on which business is conducted, Monday through Friday, except for legal holidays when the United States Post Office is closed.
- d. The producer of record may not transmit the application using EASi until the application for coverage has been completed and the deposit has been received.
- e. Appropriate records of all risks for which the producer has designated the date and time of coverage must be maintained. The producer agrees to permit the inspection or photocopying of such office records by the Plan or by a company representative. This inspection and 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 issued under this Section.
- f. Private Passenger Application Retraction Procedure

(1) When to Retract an EASi Application

Following issuance of an EASi reference number and prior to the mailing or delivery of a completed, signed paper 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 EASi 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.

(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 EASi 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.

(5) Plan Retraction of EASi Application

If the producer fails to retract the EASi application in accordance with Sections 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 or if the producer does not have access to the internet, the producer of record must submit an original application form in accordance with the Alternate Application Submission Procedure in [Section 56](#). The effective date of coverage will be determined in accordance with [Section 56](#).
- h. Producer violation of the procedures of EASi as outlined in this section will be reviewed by the

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Plan Manager and may result in the 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 or any company to which an applicant is assigned.

3. Supporting Documentation

Current (within 90 calendar days) motor vehicle records for all drivers must be submitted with the application.

4. Producer Submission of Application to the Plan

The original paper application form generated by EASi bearing the signatures of the applicant and the producer, the deposit, and supporting documentation shall be forwarded to the Plan and must be received no later than 15 calendar days after transmittal of the EASi application. The producer shall supply the applicant with a copy of the application duly executed by the producer.

5. Plan Submission to the Company

The Plan shall forward to the company a copy of 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.

6. Financial Responsibility (SR-22) Certificates

If the risk is eligible for coverage under the Plan and the applicant or spouse requires a Financial Responsibility Certificate (SR-22), the Plan will issue the certificate on behalf of the company, file with the proper authority, and send a copy to the company. Such certificate shall become effective as of the effective date of coverage.

7. Applicant Refusal to Accept Policy

If, for any reason, the applicant refuses to accept the policy, the company shall retain the pro rata earned premium for the period of coverage 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 applicant.

B. Additional Vehicles or Coverages

1. ★If an additional vehicle or if additional coverages are desired during the policy period, a completed approved Policy Change Request form shall be submitted to the 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 insurer 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.

★If the Policy Change Request form is submitted electronically, any additional premium is forwarded to the company no later than the first working day after electronic transmittal of the Policy Change Request form.✧

- b. The balance of the additional premium shall be payable in accordance with the provisions of the payment plan selected.
- c. All such premium payments 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 all of the following requirements are met:

- a. The producer of record and applicant certify the date and hour of completion of the Policy Change Request form.
- b. The producer of record forwards the completed Policy Change Request form to the company in accordance with Section 7.B.1.
- c. The United States Postal Service postmark date on the transmittal envelope complies with the mailing requirement shown in Section 7.B.1.

4. If the provisions of Section 7.B.3.b and c 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 postage meter, electronic stamp, or any 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 any 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.

5. If the Policy Change Request form is transmitted to the company via facsimile ("fax") or e-mail, coverage will be effective at the date and hour specified in the Policy Change Request form, provided all the following requirements are met:

- a. The producer of record and applicant certify the date and hour of completion of the Policy Change Request form.
- b. The producer of record electronically transmits the completed Policy Change Request form to the company no later than the first working day after the Policy Change Request form is completed.

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- c. The producer of record forwards additional premium payment, if required, to the company in accordance with Section 7.B.2 above.

If the provisions of Section 7.B.5.a and b are not met, coverage shall be made effective at 12:01 A.M. on the day following the receipt of electronic transmission of the policy change request by the company.

6. Except when there is a reduction or elimination of coverage, the producer may provide the company with policy change requests by telephone if the option is available by the company. Coverage will be effective at the date and hour specified by telephone, provided all the following requirements are met:
- a. The producer must forward the completed approved Policy Change Request form to the company no later than the first working day after the policy change request information is transmitted by telephone.
 - b. The producer of record and applicant certify the date and hour of completion of the Policy Change Request form.
 - c. The producer of record forwards additional premium payment, if required, to the company in accordance with Section 7.B.2. above.
7. If the provisions of Sections 7.B.6.a and b 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 postage meter, 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 any 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.
 - d. If the Policy Change Request form is transmitted to the company via facsimile ("fax") or e-mail, coverage shall be made effective at 12:01 A.M. on the day following the receipt of electronic transmission of the policy change request by the company.
8. In no event shall coverage be effective prior to 12:01 A.M. on the day following receipt of the Policy Change Request form by the servicing carrier except as provided for by the provisions of the policy contract.

9. If the application has been submitted to the Plan and the producer has not yet been notified of the company, the Policy Change Request form and premium payment must be forwarded to the Plan no later than the first working day after completion.

The producer of record shall maintain appropriate records of all risks for which they have designated the date and hour of coverage and agrees to 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 or hour of coverage is in question due to the occurrence of an accident or claim arising under the policy change 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

1. Applications Returned by the Plan

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. The corrected 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.

2. Incomplete Applications Received by the Company

The company shall give at least 15 calendar days to the insured 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 insured or to the producer of record except upon proper cancellation in accordance with the provisions of [Section 12](#) of this Plan, as applicable.

3. Applications submitted without deposit premium shall be returned to the producer and no coverage will be afforded. To obtain coverage, producers must reapply by submitting the completed application and appropriate deposit premium. Coverage will be effective in accordance with Section 7.A above, provided the applicant is otherwise eligible.

Sec. 8. RESERVED FOR FUTURE USE

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Sec. 9. FOUR-YEAR ASSIGNMENT PERIOD

An applicant shall be assigned to a company for a period of four consecutive years. The company shall be required to renew the policy for three consecutive years following the initial policy term, provided the insured continues to be eligible for coverage through the Plan. If the company is not offering to write a renewal policy, the company shall notify the insured, at least 60 calendar days prior to the expiration date of the final renewal policy, that the period of assignment under the Plan will terminate on said expiration date.

If an insured is unable to obtain insurance for itself at the end of the four-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 in [Section 2.A.3](#), the 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 Wisconsin. The company shall notify the insured at least 60 calendar days prior to the expiration date.

Secs. 10–11. RESERVED FOR FUTURE USE

Sec. 12. CANCELLATIONS

A. Cancellation at Request of Insured

If for any reason the insured requests cancellation of its policy such cancellation shall be on a pro rata basis with a minimum earned premium of \$25 per policy.

B. Cancellation by Company

No insurance policy may be cancelled by the insurer prior to the expiration of the agreed term except for failure to pay a premium when due or on grounds stated in the policy, which must be comprehended within one of the following classes:

1. Material misrepresentation
2. Substantial change in the risk assumed, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk in writing the contract
3. Substantial breaches of contractual duties, conditions, or warranties

- C. Each such cancellation shall be on a pro rata basis, subject to the minimum charge of \$25 per policy, 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 and, except in the case of cancellation for nonpayment of premium to the Plan and to the Commissioner of Insurance of the state, 10 calendar 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.)

Nothing herein shall be deemed to affect the company's right to rescind a policy for fraud or misrepresentation or to invoke other remedies provided by law. In the event of a rescission, the company shall issue a rescission notice.

Sec. 13. COMMISSION

Unless other arrangements have been made with the Commissioner of Insurance, the commission under the Plan shall be as follows:

- A. 10% of the policy premium for commission to a licensed producer designated by the insured; commissions to be paid are not subject to surcharge costs.
- B. On any applicant rated and domiciled outside of this state, the licensed producer may be paid only that portion of the producer's commission specified above which is permissible under the laws of the state in which the applicant is rated and domiciled.
- C. Return compensation shall be paid within 45 calendar days from the date of notice to the producer.
- D. Compensation may be paid by the company either (1) on the full annual premium, or (2) on the basis of premium received by the company.
- E. A producer accounting system may be utilized by a company in its payment of producer compensation.
- F. Commissions will not be paid on installment charges.
- G. In the event of cancellation, a policy change, or a termination 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 their tax identification number, the company may defer payment of compensation until the proper tax identification number is provided.

Sec. 14. PERFORMANCE STANDARDS FOR COMPANIES WRITING WISCONSIN AUTOMOBILE INSURANCE PLAN RISKS

A. Company Performance Standards

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

1. Issuance of Original Policy

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

- a. within 15 calendar days issue a policy if all information necessary for the company to fix the proper rate is contained in the application form, or
- b. within 15 calendar days issue a binder if all information necessary for the company to fix the proper rate is not contained in the application form.

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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:

- Full Annual Premium Payment Option
(See [Section 6.A](#))
- Advance Premium Payment Option
(See [Section 6.B](#))
- Installment Premium Payment Option
(See [Section 6.C](#))

The date when 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 paragraphs a and b of Section 14.A.1.

2. First, Second, and Third Renewal Policies

At least 60 calendar days prior to the inception date of the first, second, and third renewal policies, the company shall notify the insured that

- a. a renewal will be issued provided the premium stipulated by such company is received on or before the inception date, or
- b. if the renewal is to be written on the installment premium payment option, such policy will be issued provided the deposit premium stipulated by the company is received on or before the inception of such renewal policy, or
- c. a renewal policy will not be issued. The company shall provide a Notice of Cancellation or nonrenewal that states with reasonable precision the facts on which this decision is based.

Renewal premium quotations will be made as stipulated in the present Plan rules.

Renewal policies or certificates will be issued and mailed within 30 calendar days of the company's receipt of the renewal premium.

3. Completion of Assignment Period

At least 60 calendar days prior to the expiration date of the final renewal policy of the assignment period, the company shall notify the insured 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.

4. Endorsements

The company will acknowledge receipt of the request within 10 calendar days. Any endorsement requested of the company on which it has received all necessary information shall be issued and mailed within 30 calendar days. Acknowledgment is not required of those companies that are able to issue the

requested endorsement within 15 calendar days of receipt of the request.

5. Return Premiums

Return premium checks must be mailed within 30 calendar days of the effective date of the cancellation notice or endorsement.

6. Collection of Premium

Companies are to follow present Plan rules.

7. Commissions

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 their proper tax identification number.

8. Claim Handling

- a. The company shall provide policyholders with information on how and where to report claims.
- b. Each company is responsible for handling all claims properly and promptly in accordance with the terms of the contract 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.
- c. Companies must have the ability to service claims in every state, the District of Columbia, and Canada.
- d. Contact (First- and Third-Party Claimants)

Upon receipt (by mail or facsimile) of notification of a claim containing sufficient information to identify the insured, claimant, and policy number, the company must acknowledge receipt of such notice within the applicable state's regulations or unfair claim practices. If the state has not established time guidelines, the company must acknowledge receipt of such notice to first party claimants within 2 working days and third-party claimants within 15 working days and have the date of the acknowledgement documented in the company's claim file.

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

e. 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 company. If a second inspection is required,

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the company will document attempts for scheduling a second appraisal within two working days of notice for the need of the second appraisal.

f. Coverage

The company must verify that the proper coverage was in effect at the time of loss which covers the damages claimed by the first or third-party claimant.

g. Investigation

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

The company must substantially complete an investigation of each claim 30 working days after notification of a 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 company must notify the policyholder, claimant, or authorized representative in accordance with the state's applicable regulations or unfair claim 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 company 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 company will continue to provide this update every 45 working days or until both parties agree updates are no longer needed.

h. Reserving

Reserving practices must comply with the requirements outlined in the Claims Guidelines Manual.

i. Documentation/File Reporting

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

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

j. Payment

All first party physical damage claims shall be paid within the applicable state regulations and/or unfair claim practices. All payments not defined within state regulations or unfair claim practices will be paid within 30 days after receipt of proof of loss, agreed appraisal amount, or written settlement agreement (unless the company 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 company's right to conduct an investigation prior to settlement and/or offer a reasonable settlement based upon the facts.

k. Final notice of close-out settlements will be furnished to producers within 30 days of the closing date.

l. Expenses

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

m. Violations of claim handling performance standards will be reported to the Governing Committee for appropriate action. The matter may be referred to the Commissioner of Insurance for such action as is deemed necessary.

B. Procedures for Compliance with the Performance Standards for Companies

If the Committee finds that any company without good cause is not complying with the provisions of the Plan, it shall notify the Commissioner of Insurance.

Secs. 15–16. RESERVED FOR FUTURE USE

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**Sec. 17. PURPOSES OF THE WAIP/SRDP
PLAN (HEREINAFTER CALLED
THE PLAN)**

The purposes of the Plan are

- A. to make automobile bodily injury, property damage, medical payments insurance, and uninsured and underinsured motorists insurance available to eligible commercial automobile risks, as herein defined, who have been unable to obtain needed coverage in the voluntary insurance market;
- B. to establish a procedure for the equitable sharing of the premiums, losses, and expenses generated by this Plan among all member insurers with voluntary commercial automobile all other insurance premiums in Wisconsin;
- C. to preserve to the public the benefits of price competition by encouraging maximum use of the normal private insurance system.

Note: For purposes of this Part of the Plan of Operation, the Special Risk Distribution Procedure (SRDP) servicing carrier shall include a service provider appointed with a fronting company, unless otherwise specified.

Sec. 18. ELIGIBILITY

A. Applicant Eligible for the Plan

Any commercial automobile risk with its headquarters in Wisconsin, as defined in paragraph C, is eligible for coverage through the Plan.

In addition, the applicant is subject to the following:

1. An applicant shall be considered in good faith if all information of a material nature has been correctly and accurately reported and the applicant does not willfully make incorrect or misleading statements in the prescribed application form; and
2. The applicant, in the application form, must certify that he has tried and failed to obtain coverage in the voluntary market at any price within the last 60 calendar days; and
3. The applicant, under any name, shall not be indebted to the Plan or any carrier under the Plan with respect to current or prior coverage; and
4. The proper deposit premium in accordance with [Section 22](#) must accompany the application and be submitted by certified check, producer/agency check, cashier check, bank draft or money order payable to the Wisconsin Automobile Insurance Plan; and
5. The application must encompass all commercial automobile liability exposure of the risk, as the Plan does not provide excess coverage, nor does it provide coverage for only a portion of a commercial risk.
6. An applicant is considered ineligible if the applicant has been cancelled for failure to respond to a request to schedule an audit or for failure to comply with two documented requests to conduct an audit and has not submitted to and permitted the completion of an audit, unless the cause of ineligibility has been removed.

Note: The term "risk" as used in the Plan means the exposures of any one insured which are to be rated. Allied or subsidiary interests shall not be included unless the insured holds a majority financial interest therein.

B. Eligible Motor Vehicles

All applicants shall be eligible for coverage and pooled in the SRDP **EXCEPT** for the following types of risks:

1. Individually owned private passenger, nonfleet vehicles
2. Individually owned, nonfleet motorcycles and auto-cycles
3. Private passenger vehicles not owned by an individual whereby coverage is to be provided under an individual named nonowner policy

A fleet is defined as five or more motor vehicles of any type owned by an eligible applicant.

C. Applicant with Multistate Operations

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. The company should be incorporated in Wisconsin.

The burden of proof with regard to the location of the operating headquarters, consistent with the definition as stated above, lies with the applicant who seeks to be insured through the Wisconsin Automobile Insurance Plan.

If an applicant with headquarters in Wisconsin has multi-state operations, those owned, hired, and nonowned vehicles principally garaged in another state may, upon request to the servicing carrier, be covered under the Plan policy, provided that coverage is available under a Plan or similar facility of another state. In that case, the rates, additional charges, and rating rules in the state of principal garaging will apply to such vehicles (see [Section 51](#)).

Secs. 19–20. RESERVED FOR FUTURE USE

Sec. 21. EXTENT OF COVERAGE

- A. Coverage under the Plan will be equivalent to that afforded by the standard Business Auto Policy, except that no physical damage coverage of any kind is available for any vehicle insured through the Plan.
- B. Minimum coverage limits under the Plan are
 1. combined single limit of \$60,000 for bodily injury and property damage liability;
 2. protection against uninsured motorists in the amount of \$50,000 combined single limit;
 3. protection against underinsured motorists in the amount of \$100,000 bodily injury; and
 4. medical payments coverage of \$1,000 (unless rejected).

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- C. Available additional combined single limits of coverage for bodily injury and property damage liability are the following:

\$ 100,000
200,000
350,000
500,000
750,000
1,000,000
3,000,000*
5,000,000*

*Subject to additional reinsurance costs or (a) rates.
Available only if required by law.

- D. Identical limits of coverage shall be provided under a single policy applying to all owned vehicles insured under the Plan.
- E. Hired auto and nonowned auto liability is required on all policies with Any Auto coverage symbol or a Federal Motor Carrier Safety Administration (FMCA), Public Utilities Commission (PUC), Public Services Commission (PSC), or MCS 90 or MCS 90B endorsement. Truckers cost of hire and nonowned auto liability is required anytime a Federal Motor Carrier Safety Administration (FMCA), Public Utilities Commission (PUC), Public Services Commission (PSC), or MCS 90 or MCS 90B endorsement is requested. In addition, the policy must be issued with the Any Auto coverage symbol.

**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 accompanied by the full gross annual premium or a deposit on a gross basis as indicated below.

To determine the appropriate annual premium or deposit for which there is no applicable rate or classification shown in the Plan Manual for the risk or exposure, refer to the Plan or assigned servicing carrier.

A. Advance Premium Payment Option

The premium payment requirements for this option are as follows:

1. The full estimated annual premium, or
2. A deposit of 25% of the estimated annual premium, or a minimum of \$250 as a deposit, whichever is greater

The balance of the annual premium due as stipulated by the servicing carrier must be paid within 30 calendar days of the date of the premium notice. This payment option is available for new and renewal policies.

B. Installment Premium Payment Options

Any applicant may choose to pay their premium in installments if no portion of the premium is financed by a premium finance company.

Note: The installment plan is not available if any portion of the annual premium is financed by a premium finance company. If any portion 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

A deposit of 25% of the total annual premium, or a minimum of \$250 as a deposit, whichever is greater, must accompany a new application or be submitted to the servicing carrier as the initial payment on renewal policies. There is no installment charge on the deposit premium for either new applications or renewal policies.

2. Option A—Five Installments

The first installment bill will show the current annual premium plus the installment charge minus the deposit. Each installment bill should display the status of the account and is to be released to the insured with a copy to the producer.

Each installment will consist of one-fifth of the remainder of the premium, subject to a minimum amount due of \$20, (to which any outstanding balance of less than \$20 is to be added) plus an installment charge of \$4 on each installment, due as follows:

- a. 1st installment—2 months after the effective date of the policy.
- b. 2nd installment—3 months after the effective date of the policy.
- c. 3rd installment—4 months after the effective date of the policy.
- d. 4th installment—5 months after the effective date of the policy.
- e. 5th installment—6 months after the effective date of the policy.

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

3. Option B—Nine Installments

The first installment bill will show the current annual premium plus the installment charge minus the deposit. Each installment bill should display the status of the account and is to be released to the insured with a copy to the producer.

Each installment will consist of one-ninth of the remainder of the premium, subject to a minimum amount due of \$20, (to which any outstanding balance of less than \$20 is to be added) plus an installment charge of \$4 on each installment, due as follows:

- a. 1st installment—2 months after the effective date of the policy.
- b. 2nd installment—3 months after the effective date of the policy.
- c. 3rd installment—4 months after the effective date of the policy.
- d. 4th installment—5 months after the effective date of the policy.

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- e. 5th installment—6 months after the effective date of the policy.
- f. 6th installment—7 months after the effective date of the policy.
- g. 7th installment—8 months after the effective date of the policy.
- h. 8th installment—9 months after the effective date of the policy.
- i. 9th installment—10 months after the effective date of the policy.

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

4. **Additional Premium—Changes**

Except as noted below, 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. Compensation on the additional premium is payable by the company after the endorsement is issued.

For 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. Payment of additional premiums (not installments) postmarked the 30th day shall be deemed to be in time.

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

5. **Return Premium—Changes**

Return premium resulting from changes to the policy may be used to reduce the outstanding balance, or, if the outstanding balance is eliminated, any amount remaining will be returned immediately. If an outstanding balance remains, the number and amounts of the remaining installments will be adjusted accordingly. Producer compensation on return premiums will be payable to the servicing carrier in accordance with [Section 30.C](#). 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, installments, and additional premium payments shall be submitted gross. Compensation may be paid in accordance with [Section 30](#).

The deposit shall be either by certified check, producer/agency check, cashier check, bank draft or money order payable to the Wisconsin Automobile Insurance Plan. If the risk is ineligible for assignment, the deposit shall be returned.

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 additional premium due in accordance with the chosen payment option 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.

D. **Renewals**

If the applicant is unable to obtain coverage in the voluntary market, the renewal premium (or installment deposit) shall be submitted to the servicing carrier 15 calendar days prior to the renewal date. If not received by then, the servicing carrier shall begin the termination process. However, if the renewal (or deposit) premium is received prior to the actual renewal date, the termination will be rescinded and the renewal policy will be issued.

E. **Dishonored 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.

Sec. 23. DESIGNATION OF SERVICING CARRIER AND EFFECTIVE DATE OF COVERAGE

A. **Distribution of Applications**

Commercial risks shall be distributed to servicing carriers by the Plan Manager in accordance with guidelines adopted by the Governing Committee.

B. **Original Application**

1. Upon receipt of the original, prescribed, completed, eligible commercial application and the deposit specified in [Section 22](#), the Plan will process the application and notify the applicant and producer of record of the servicing carrier and effective date of coverage.

In no event shall coverage be effective

- a. unless the required deposit is submitted with the application;
- b. unless the last four years' loss experience on prior insurers' computer printout or letterheads are submitted with the application;
- c. unless a copy of the prior policy declarations and vehicle schedule pages for all drivers on fast food delivery are submitted with the application;
- d. unless a copy of all lease/premium finance agreements are submitted with the application.

Note: If any of the accidents appearing on the loss experience indicate the driver was not

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negligent or at fault, submit such proof (i.e., Accident Report, etc.)

2. Electronic Application Submission Interface (EASi)

The producer of record must use EASi to transmit the application electronically to the Plan 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 52](#).

a. Applications Not Requiring Limits in Excess of \$1,000,000 Combined Single Limit Coverage

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

(1) Effecting Coverage

Coverage shall become effective at 12:01 A.M. on the day following the date the application was transmitted to the Plan using EASi, provided all of the following requirements are met:

- (a) 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 transmitted. The date of receipt of the electronic EASi application by the Plan shall be established by the date and time the application is transmitted by the producer using EASi.
- (b) The paper application generated by EASi, deposit check or money order, and supporting documentation must be received by the Plan no later than 15 calendar days following the date of transmittal of the EASi application. An application received by the Plan on the 15th calendar day shall be considered a timely submission.
- (c) If the application, deposit, and supporting documentation are received more than 15 calendar days following the date of transmittal of the EASi application, coverage shall be effective in accordance with the following:

Coverage will become effective at 12:01 A.M. on the day following the date of mailing of the paper application, deposit check or money order, and supporting documentation to the Plan as shown by the postmark on the envelope accompanying the application or hand delivery (including delivery by means of overnight mail, courier, or other delivery service). If the postmark is illegible, the envelope does not contain a USPS postmark, or if the envelope is stamped by postage meter and does not contain a USPS

postmark, the coverage will be effective at 12:01 A.M. on the day following receipt by the Plan.

(2) 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:

- (a) The requested effective date of coverage shall not exceed 45 days from the date of transmittal of the application.
- (b) The producer of record and applicant certify on the application the date (day, month, and year) and time (hour, A.M. or P.M.) of the future effective date of coverage.
- (c) The producer and applicant certify the date and time the application was transmitted on the paper application generated by EASi. The date of receipt of the electronic EASi application by the Plan shall be established by the date and time the application is transmitted by the producer using EASi.
- (d) The paper application generated by EASi, deposit check or money order, and supporting documentation must be received by the Plan no later than 15 calendar days following the date of transmittal of the EASi application. An application received by the Plan on the 15th calendar day shall be considered a timely submission.
- (e) If the application, deposit, and supporting documentation are received by the Plan more than 15 calendar days following the date of transmittal of the EASi application, coverage shall be effective in accordance with the following provisions:

If the applicant does not desire coverage until a later date, not to exceed 45 days from the date of application, the applicant shall indicate such date in the application and the Plan shall fix the date when coverage becomes effective at 12:01 A.M. on the desired date of coverage or at 12:01 A.M. on the day following receipt of the application by the Plan, whichever is later.

If 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 the 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 or at 12:01 A.M. on the day following receipt of the application by the Plan, whichever is later.

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b. Applications Requiring Limits in Excess of \$1,000,000 Combined Single Limit Coverage

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

For those applicants requiring a limit in excess of \$1,000,000 combined single limit, coverage is effective on a date specified by the applicant which date may not be earlier than five working days following the Plan assignment date shown on the Notice of Designation.

- (1) The producer and applicant shall certify the date and time the application was transmitted on the paper application generated by EASi.
- (2) The producer must forward the original paper application generated by EASi bearing the signatures of the applicant and producer, the deposit check or money order, and supporting documentation to the Plan in accordance with Plan rules after transmittal of the application.

If an applicant is found ineligible for coverage through the Plan prior to the assigned effective date as shown on the Notice of Designation, the servicing carrier shall forward written notice of ineligibility prior to the date upon which coverage was to become effective. Such notice shall state the reason(s) for ineligibility and shall be mailed to the insured with a copy to the producer of record.

If the applicant is found ineligible for coverage through the Plan after the policy effective date, as shown on the Notice of Designation, cancellation shall be in accordance with [Section 28](#).

For SRDP risks which were eligible under Section 23.B.2.a but following the assignment date request limits in excess of \$1,000,000 combined single limit, the requested endorsement may take effect no earlier than 5 working days following the receipt of the request for higher limits and/or filings.

- c. For the purposes of Section 23, the postmark to be recognized by the Plan shall be the postmark of the United States Postal Service. A metered mail stamp, 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. Working day shall mean a day on which business is conducted, Monday through Friday, except for legal holidays when the United States Post Office is closed.
- d. The producer of record may not transmit the application using EASi until the application for coverage has been completed and the deposit has been received.
- e. Appropriate records for all risks transmitted using EASi must be maintained. The producer agrees to permit the inspection or photocopying of such office records by the Plan or by a servicing carrier representative. This inspection

and 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 issued under this Section.

f. Commercial Application Retraction Procedure

(1) When to Retract an EASi Application

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

(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 EASi 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 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

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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.

(5) Plan Retraction of EASi Application

If the producer fails to retract the EASi application in accordance with Sections 23.B.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 or if the producer does not have access to the internet, the producer of record must submit an original application form in accordance with the Alternate Application Submission Procedure in [Section 58](#). The effective date of coverage will be determined in accordance with [Section 58](#).
- h. Producer violations of the procedures of EASi as outlined in this subsection will be reviewed by the Plan Manager and may result in 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 the servicing carrier. 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 and/or servicing carrier.

3. Producer Submission of Application to the Plan

For commercial applications not requiring limits in excess of \$1,000,000 combined single limit, the original paper application generated by EASi bearing the signatures of the applicant and producer, the deposit, and supporting documentation shall be forwarded to the Plan and must be received by the Plan no later than 15 calendar days after transmittal of the EASi application. The producer shall supply the applicant with a copy of the application.

For commercial applications requiring limits in excess of \$1,000,000 combined single limit (subject to a 5-working day delay in effective date), the original application form generated by EASi bearing the signatures of the applicant and producer, the deposit, and supporting documentation shall be forwarded to the Plan after transmittal of the EASi application. The producer shall supply the applicant with a copy of the application.

A CAIP Inspected Units Form must be completed and submitted with the application if the applicant requires federal filings or endorsements.

4. 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.

5. Financial Responsibility (SR-22) Certificates

If the risk is eligible for coverage in the Plan and the applicant or spouse requires a Financial Responsibility Certificate (SR-22), the servicing carrier will issue the certificate and file with the proper authority. Such certificate shall become effective as of the effective date of coverage.

6. Applicant Refusal to Accept Policy

If, for any reason, the applicant refuses to accept the policy, the designated servicing carrier shall retain the pro rata earned premium for the period of coverage 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 applicant.

C. Additional Vehicles or Coverages

- 1. ★If 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 directly 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. The Policy Change Request form shall be accompanied by a check or money order payable to the insurer 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.

★If the Policy Change Request form is submitted electronically, any additional premium must be forwarded to the servicing carrier no later than the first working day after electronic transmittal of the Policy Change Request form.❖

- b. The balance of the additional premium shall be payable in accordance with the provisions of the payment plan selected.
- c. All such premium payments shall be submitted on a gross basis.

- 3. ★Except for SRDP risks requesting limits in excess of \$1,000,000, an endorsement or change to the policy will be effective at 12:01 A.M. on the day following receipt of a Policy Change Request form by the servicing carrier or at a later date requested by the applicant provided all of the following requirements are met:

- a. The producer of record and applicant certify the date and hour of completion of the Policy Change Request form.
- b. The producer of record forwards the completed Policy Change Request form to the servicing carrier in accordance with Section 23.C.1.

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- c. The United States Postal Service postmark date on the transmittal envelope complies with the mailing requirement shown in Section 23.C.1.
4. If a Policy Change Request form is transmitted to the servicing carrier via facsimile ("fax") or e-mail, coverage will be effective 12:01 A.M. on the day following receipt of a Policy Change Request form, provided all the following requirements are met:
 - a. The producer of record and applicant certify the date and hour of completion of the Policy Change Request form.
 - b. The producer of record electronically transmits the completed Policy Change Request form to the servicing carrier no later than the first working day after the Policy Change Request form is completed.
 - c. The producer of record forwards additional premium payment, if required, to the servicing carrier in accordance with Section 23.C.2. above.

If the provisions of Sections 23.C.4. a and b are not met, coverage shall be made effective at 12:01 A.M. on the day following receipt of electronic transmission of the policy change request by the servicing carrier.
5. For SRDP risks requesting limits in excess of \$1,000,000 combined single limit coverage, the requested endorsement may take effect no earlier than 5 working days following the receipt of the request for higher limits.
6. If a Policy Change Request form is submitted for a CAIP risk who requires federal filings or endorsements, a CAIP Inspected Units Form must be completed. The completed, signed form must accompany the policy change request submitted to the servicing carrier.
7. In no event shall 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.
8. If the application has been submitted to the Plan and the producer has not yet been notified of the servicing carrier, the Policy Change Request form and premium payment must be forwarded to the Plan no later than the first working day after completion.
9. The producer of record shall maintain appropriate records of all risks for which they have designated the date and hour of coverage and agrees to 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 or hour of coverage is in question due to the occurrence of an accident or claim arising under the policy change 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 insured and producer of record in what respect an application is incomplete and requires correction.

1. Applications Returned by the Plan

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. The corrected 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.

2. Incomplete Applications Received by Servicing Carrier

The servicing carrier shall give at least 15 calendar days to the insured 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 insured or to the producer of record except upon proper cancellation in accordance with the provisions of [Section 28](#) of this Plan, as applicable.

3. Applications submitted without deposit premium shall be returned to the producer and no coverage will be afforded. To obtain coverage, producers must reapply by submitting the completed application and appropriate deposit premium. Coverage will be effective in accordance with Section 23.B above, provided the applicant is otherwise eligible.

Sec. 24. RESERVED FOR FUTURE USE

**Sec. 25. 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:

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A. Ownership

The experience for any entity undergoing a change in ownership shall be excluded from future experience ratings only if all 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.
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. Reapplication to the Plan

Any change in ownership, including legal status and reincorporation, necessitates that a new application, with the appropriate deposit, be submitted to the Plan.

The insured must report any change to the insurer, in writing, within 30 calendar days of such change. The type, nature, and details of the change must be provided to the insurer 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 insurer 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 insurer, a Name and/or Ownership Change Form must be fully completed and signed by the insured within 10 calendar 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 insurer, could result in loss of coverage.

Sec. 26. COMBINATION OF INTEREST

More than one interest may be named on a policy and rated as a single risk if one interest owns more than 50% of another. All the interests that are combined must be named on the policy.

Sec. 27. RESERVED FOR FUTURE USE

Sec. 28. CANCELLATIONS

The premium calculation (other than facultative reinsurance) for the cancellation of commercial risks shall be on a pro rata basis and in accordance with applicable Wisconsin Law. Cancellation at the insured's request is also subject to the policy writing minimum premium shown in [Rule 4](#) regardless of the term.

Sec. 29. MIDTERM PRODUCER CHANGE

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

1. All commissions will go to the original producer for the remainder of the policy period.
2. 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:
 - a. By the New Producer of Record

"I hereby certify that I am a licensed agent/broker of the state of Wisconsin 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.

- b. 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. PRODUCER COMMISSIONS

- A. 3% of the policy premium for commission to a licensed producer designated by the insured.
- B. Return compensation shall be paid within 45 calendar days from the date of notice to the producer.
- C. Compensation may be paid by the servicing carrier either (1) on the full annual premium, or (2) on the basis of premium received by the servicing carrier.

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- D. A producer accounting system may be utilized by a servicing carrier in its payment of producer compensation.
- E. Commissions will not be paid on installment charges.
- F. 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.
- G. In the event of cancellation, a policy change, a final audit, or a termination resulting in a reduction of premium, compensation will be payable on the annual premium received by the servicing carrier.
- H. Final compensation adjustment will be in accordance with this Section.
- I. Should the producer fail to provide their tax identification number, the servicing carrier may defer payment of compensation until the proper tax identification number is provided.

Such payment would be payable on the total policy premium subject to the limitations stated above. The deposit premium and all subsequent premiums shall be submitted gross. The payment of such commissions shall not be construed as the establishment of any kind of agency relationship between the servicing carrier and the producer. The producer does not represent the servicing carrier nor the Plan, in any way, and has no authority to bind, change, alter, or terminate coverage.

**Sec. 31. PERFORMANCE STANDARDS FOR
SERVICING CARRIERS WRITING
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RISKS**

In addition to complying with all terms in the signed Servicing Carrier Agreement, the servicing carrier is expected to meet the following performance standards:

A. Issuance of Policy or Endorsement

The servicing carrier shall issue a policy, binder, or endorsement within 45 calendar days of the receipt of the assignment provided with the application. In the event all the necessary underwriting information is not provided with the application, the servicing carrier shall issue a policy, binder, or endorsement within 45 calendar days of the receipt of all the necessary underwriting information.

Within 45 calendar days after receipt of an assignment, the servicing carrier shall submit an annual premium statement (subject to audit adjustment, if applicable) to the applicant, with a copy to the producer.

B. Filings and Certificates

All necessary certificates (including SR-22s) and regulatory filings will be issued by the servicing carrier, filed with the proper authority, and shall become effective on the inception date of the policy.

C. Renewals

If the applicant is unable to obtain coverage in the voluntary market, the renewal premium (or installment deposit) shall be submitted to the servicing carrier prior to the renewal date.

1. At least 75 calendar days prior to the inception date of renewals the servicing carrier shall notify the insured that
 - a. a renewal will be issued provided the premium set by the servicing carrier is received on or before the inception date, or
 - b. if the renewal is to be written on the advance premium payment option, such renewal will be written provided either the full annual premium or the deposit premium (40% of the total annual premium, subject to a minimum of \$250) stipulated by the servicing carrier is received on or before the inception date of such renewal, or
 - c. 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 \$250, whichever is greater) stipulated by the servicing carrier is received on or before the inception date of such renewal, or
 - d. a renewal will not be issued for the reason that the insured 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 Insurance Commissioner 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.

2. Renewal Cancellation Notice for Nonpayment of Renewal Premium

No cancellation of a policy for nonpayment of renewal premium shall be effective unless a cancellation notice is mailed to the named insured. If the renewal deposit has not been received by the servicing carrier 15 days prior to the inception date of the renewal, a cancellation notice will be issued by the servicing carrier and mailed to the named insured to the address last on record with the servicing carrier. The cancellation notice shall include the reason for cancellation. A copy of the cancellation notice shall be forwarded to the producer of record. The cancellation notice shall be effective as of the expiration date of the current policy.

If the renewal (or deposit) premium is received prior to the actual renewal date, the termination will be rescinded and the renewal policy will be issued.

D. Policy Term

The original policy and all renewal policies will be issued for a specific term of one year.

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E. Surveys

If appropriate, the servicing carrier shall have an auditor or engineer conduct a survey within a reasonable time.

F. Loss Experience

The servicing carrier shall obtain and verify with the previous carrier(s) the loss experience necessary for the development of the proper premium, if such information is not furnished with the application.

G. Commission

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 servicing carrier must issue a statement and, if applicable, the proper compensation check unless the producer fails to provide their proper tax identification number.

The servicing carrier should take steps to collect unearned producer compensation from the producer.

H. Underwriting/Rating

The servicing carrier, in addition to issuing the policy, etc. will provide all necessary services to the insured consistent with the services it provides to policyholders it insures in the voluntary market. These services include, but are not limited to the following:

1. properly price all policies in accordance with the approved rating plans contained in the Manual.
2. Servicing carriers have the right or option to perform a preliminary audit on every applicant assigned in the following classes:
 - a. All policies with Any Auto coverage symbol
 - b. All FMCSA, PUC, and PSC regulated carriers
 - c. All policies with MCS 90 or MCS 90B endorsement
 - d. All policies with a Form E filing
 - e. Any other class or classes of commercial business designated by the Governing Committee

At the discretion of the servicing carrier, if a policy has been cancelled or has expired, a preliminary audit is not required if a successful audit of the same risk has occurred within the past 12 months.

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 that 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.

3. The servicing carrier shall advise the Plan that an audit of the terminated policy is required prior to writing and issuing another policy. An applicant is considered ineligible for reapplication to the Plan if a

policy was cancelled by the servicing carrier for failure to respond to a request to schedule an audit or failure to comply with two documented requests to conduct an audit.

4. Conduct final premium audits following account expiration or cancellation when appropriate;

Within 60 days from the expiration date of coverage, two documented good faith attempts to make contact with the insured 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.

I. Claim Handling

1. A servicing carrier shall provide policyholders and producers with information on how and where to report claims.
2. The 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. Where unfair claim practices laws and regulations exist, the servicing carriers must comply with such laws and regulations.
3. A servicing carrier 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 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 including unfair claims practices laws and regulations. If the state has not established time guidelines, the servicing carrier must acknowledge receipt of such notice to first party claimants within 2 working days and third party claimants within 15 working days and have 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's regulations including unfair claim practices laws and regulations 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 servicing carrier. If a second inspection is required, the servicing carrier will document attempts for scheduling a second appraisal within two working days of notice for the need of the second appraisal.

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6. Coverage

The servicing carrier must verify that the proper coverage was in effect at the time of loss which covers 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, including unfair claims practices laws and regulations, 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 servicing 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 servicing 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 and must comply with the requirements outlined in the SRDP Accounting and Statistical Requirements 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 claim 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, including unfair claims

practices laws and regulations. All payments not defined within state regulations or unfair claims practices laws and regulations will be paid within 30 days after receipt of proof of loss, agreed appraisal amount or written settlement agreement (unless the servicing 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 servicing 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 SRDP 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.

J. Statistical Reporting

Servicing carriers will report to their statistical agencies in the normal manner. Data will be identified as Special Risk Distribution Program experience. This data will be reported to AIPSO by each statistical agency. Each Plan Annual Report will show by type (public auto, truck men and all other) the total number of special risks written during the year.

K. Reporting

The servicing carrier shall meet all of the claim, expense, and reporting requirements as contained in the SRDP Accounting and Statistical Requirements Manual.

Secs. 32–37. RESERVED FOR FUTURE USE

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PRIVATE PASSENGER CHAPTER

Rule 20. DEFINITIONS**A. Private Passenger Auto**

1. A private passenger auto is a nonfleet auto of the private passenger, station wagon, or jeep type that meets all of the following requirements:
 - a. Owned or leased for a continuous period of six months or more
 - b. Not used as a public or livery conveyance for passengers
 - c. Not 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 nonfleet auto with a pickup body or a van 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 nonfleet 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 2,000 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.

Note: Private passenger auto fleets are to be rated in accordance with the Private Passenger Types Chapter.

5. ★This term includes the autos mentioned above that are used for both private passenger purposes and for
 - a. ride-sharing; and/or
 - b. vehicle-sharing; and/or
 - c. prearranged delivery services, including courier services.

However, the ride-sharing, vehicle-sharing, and prearranged delivery services, including courier services, will be excluded. ❖

B. Named Nonowner

Individuals who do not own an auto.

C. Trailers

A movable structure not self-propelled and designed to be towable by a private passenger auto or pickup as defined above provided the owner maintains a separate and permanent residence other than the trailer and it is used for purposes of travel, recreation, and vacation.

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 include permanent installation of any two of the following facilities: cooking, dining, plumbing, or refrigeration.

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.

Note: For other private passenger type autos not referred to above, refer to the Private Passenger Types Chapter of this Manual.

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 additional charges ([Rule 24](#)) for accidents and convictions apply, multiply the rates determined above by the appropriate factor.

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- f. If a certified risk—financial responsibility filing ([Rule 25](#)) is required, multiply the rates determined above by the appropriate factor.
4. Medical Payments Coverage
Refer to [Rule 26](#) for development of premium.
5. Uninsured and Underinsured Motorists Coverages
Refer to [Rule 27](#) for development of premium.
6. Physical Damage Coverage
 - a. Determine the appropriate [model year factor](#) from the Private Passenger Auto Rate Chapter as follows:
 - (1) The model year of the auto is the year assigned by the auto manufacturer.
 - (2) Rebuilt or Structurally Altered Autos—The model year of the chassis determines the model year of the auto.

Note: If the factor for a model year is not displayed in the Private Passenger Auto Rate Chapter, determine the factor by multiplying the factor shown for the latest model year by 1.05.
 - b. Determine the appropriate [symbol factor](#) from the Private Passenger Auto Rate Chapter as follows:
Refer to ISO's Symbol and Identification (S&I) Manual to determine the rating symbol.
If no rating symbol is shown in the S&I Manual, use the following procedure:
 - (1) If the S&I Manual displays a rating symbol for the prior model year version of the same auto, use that rating symbol.
Refer to the Transition Rule in the S&I Manual for 2011 model year autos.
 - (2) If the S&I Manual does NOT display a rating symbol for the prior model year version of the same auto, assign a symbol based on the Original Cost New of the auto, using the Price/Symbol Chart located in the reference pages of the S&I Manual.
 - c. Multiply the model year factor by the symbol factor determined above and round to two decimal places.
 - d. Determine the [base rates](#) from the Private Passenger Auto Rate Chapter based on the territory determined in paragraph A.1 above.
 - e. Multiply the base rates by the factor developed in paragraph c and round to the nearest whole dollar.
 - f. Determine the appropriate [class factor](#) from the Private Passenger Auto Rate Chapter.
 - g. Multiply the class factor by the rates developed in paragraph e and round to the nearest whole dollar.
 - h. If different deductibles ([Rule 29](#)) apply, multiply the rates determined above by the appropriate factor.
 - i. If additional charges ([Rule 24](#)) for accidents and convictions apply, multiply the physical damage rates determined above by the appropriate factor and round to the nearest whole dollar.
 - j. Refer to [Rule 31](#) for custom equipment coverage.
- B. **Named Nonowner Coverage—Bodily Injury and Property Damage Liability, Medical Payments, and Uninsured and Underinsured Motorists Coverages**
Refer to [Rule 32](#).
- C. **Trailers and Camper Bodies—Physical Damage Coverage Only**
Refer to [Rule 33](#).
- D. **Motor Homes—Bodily Injury and Property Damage Liability, Medical Payments, and Uninsured and Underinsured Motorists Coverages**
Refer to [Rule 34](#).
- E. **Motorcycles—Bodily Injury and Property Damage Liability, Medical Payments, and Uninsured and Underinsured Motorists Coverages**
Refer to [Rule 35](#).
- F. **Antique Autos—Bodily Injury and Property Damage Liability, Medical Payments, and Uninsured and Underinsured Motorists Coverages**
Refer to [Rule 36](#).

Rule 22. PRIVATE PASSENGER AUTO CLASSIFICATIONS

- A. Private passenger autos owned or leased for a continuous period of six months or more by an individual or by a married couple resident in the same household shall be classified as shown in this chart except that 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, 2EF, 4AF, or 4BF.
Refer to paragraph B of this Rule for the definitions of terms used in this Rule.

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.

EXCEPTIONS:

- a. Nonfleet trucks with load capacities of 2,000 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.
- b. All other personal use trucks are under the Private Passenger Types Chapter.
2. Private passenger autos that are part of a fleet are rated under the Private Passenger Types Chapter.
3. All eligible public transportation autos are rated under the Public Transportation 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.
2. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability. ✦

D. Uninsured and Underinsured Motorists Coverage

Refer to [Rule 57](#) for determination of the appropriate premium.

E. Medical Payments Coverage

Refer to [Rule 58](#) for determination of the appropriate premium.

Rule 52. INCREASED LIMITS

Note: For factors for limits required by law that are not shown, refer to [Rule 2](#).

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 ([Section 21](#)) of the Plan.

Single Limits	Limit Codes	Light and Medium Trucks	Heavy Trucks and Truck-Tractors	Extra Heavy Trucks and Truck-Tractors	Zone Rated Risks	All Other Risks
\$ 100,000	10	1.12	1.14	1.14	1.14	1.12
200,000	12	1.30	1.34	1.35	1.36	1.31
350,000	15	1.47	1.52	1.57	1.58	1.48
500,000	16	1.60	1.66	1.73	1.75	1.60
750,000	17	1.74	1.84	1.91	1.97	1.73
1,000,000	18	1.85	1.97	2.06	2.14	1.82
1,500,000*	19	2.00	2.15	2.25	2.39	1.94
2,000,000*	20	2.10	2.27	2.39	2.57	2.03
2,500,000*	21	2.18	2.38	2.50	2.72	2.10
3,000,000*	22	2.25	2.45	2.59	2.84	2.17
3,500,000*	—	2.30	2.52	2.66	2.94	2.21
4,000,000*	—	2.34	2.57	2.72	3.01	2.25
4,500,000*	—	2.38	2.62	2.77	3.08	2.28
5,000,000*	23	2.45	2.70	2.86	3.22	2.34

*Available only if required by law and only if reinsurance is not available.

Rule 53. EXCESS LIMITS—FACULTATIVE REINSURANCE (A) RATES

- A. Insurance in excess of \$1,000,000 combined limit of liability will be provided to any applicant subject to a mandatory limit of liability requirement of any governmental body (federal, state or other political subdivision). Such coverage shall be provided in a single policy applying to all owned autos and at the highest limit of liability required.
- B. When insurance in excess of \$1,000,000 combined limit of liability is requested by an applicant, the servicing carrier shall attempt to obtain facultative reinsurance for

such excess limits, and the charge shall be passed on to the insured, in addition to the premium for the \$1,000,000 CSL developed in accordance with the rules of this Manual. The additional charge is determined by dividing the net facultative reinsurance premium by .70 to develop the gross reinsurance charge to be added. Reinsurance premiums as calculated in this paragraph are due and payable when billed and are not subject to installment payments nor to pro rata or short rate cancellation.

- C. If the Plan is required to afford limits in excess of \$1,000,000 combined single limits without benefit of reinsurance, the premium for such limits shall be “a” rated

COMMERCIAL GENERAL RULES

and filed with the Office of the Commissioner of Insurance for prior approval.

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 of \$100,000 combined single limit (CSL) or higher.
 - c. The insured develops a credibility factor of at least 0.07 from the tables contained in this Rule.
Determine the credibility factor as follows:
 - (1) Determine the detrended premium according to paragraph C.1.
 - (2) Refer to the Credibility and Maximum Single Loss Table to determine the credibility factor corresponding to the detrended premium for the experience period.
2. An insured is **not** eligible for experience rating if any of the following apply:
 - a. The insured was self-insured during the experience period.
 - b. All policies included in the experience period were written at liability limits of less than \$100,000 CSL.
 - c. All policies included in the experience period were written with a deductible, self-insured retention, or similar type plan, applicable to the liability coverage.

B. Experience Period

1. The experience period includes all of the following, if available:
 - a. The policy ending 12 months prior to the current policy (latest full policy year)
 - b. The policy ending 24 months prior to the current policy (second latest full policy year)
 - c. The policy ending 36 months prior to the current policy (third latest full policy year)
2. If three years of loss experience is not available or is excluded by paragraph 5, use at least one full year of losses.
3. Use no more than three years of loss experience.
4. Use only full policy years.

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

C. Determination of Experience Modification**1. Premium**

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

- a. Determine the current annual manual \$100,000 CSL liability premium by multiplying the \$60,000 CSL specified auto, hired auto, and nonowned auto liability premiums by the appropriate \$100,000 CSL increased limit factor in [Rule 52](#). Use the headquarters location of the insured to determine the premium for hired and nonowned auto liability exposures.
- 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:

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	Latest Full Policy Year	Second Latest Full Policy Year	Third Latest Full Policy Year
\$100,000 CSL			
Zone Rated	.288	.126	.048
All Others	.196	.095	.029

- d. Determine the paid and outstanding losses (including allocated claim expense) for the policy years included in the experience period.
 - (1) Limit the indemnity amount to \$100,000 CSL for any one occurrence.
 - (2) Limit the sum of the indemnity and allocated claim expense resulting from any single occurrence to the maximum single loss specified in the Credibility and Maximum Single Loss Table for the total of the detrended premium developed above.
 - e. Determine the total adjusted losses by adding the results of paragraphs c and d.
3. Actual Loss Ratio
Determine the Actual Loss Ratio by dividing the total adjusted losses determined in paragraph C.2 by the detrended premium determined in paragraph C.1.
 4. Experience Modification

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

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

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

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
\$ 11,144– 15,762	0.03	0.498	0.525	\$55,500	\$58,550
15,763– 20,477	0.04	0.511	0.537	60,450	63,550
20,478– 25,293	0.05	0.520	0.546	63,900	67,000
25,294– 30,211	0.06	0.527	0.551	66,550	69,700
30,212– 35,236	0.07	0.531	0.556	68,800	71,950
35,237– 40,371	0.08	0.535	0.560	70,750	73,950
40,372– 45,618	0.09	0.539	0.563	72,550	75,750
45,619– 50,984	0.10	0.543	0.566	74,250	77,450
50,985– 56,471	0.11	0.546	0.569	75,850	79,050
56,472– 62,083	0.12	0.549	0.571	77,450	80,650
62,084– 67,825	0.13	0.551	0.574	79,000	82,200
67,826– 73,701	0.14	0.554	0.576	80,550	83,700
73,702– 79,717	0.15	0.557	0.578	82,050	85,250
79,718– 85,875	0.16	0.559	0.580	83,600	86,750
85,876– 92,185	0.17	0.562	0.583	85,100	88,300
92,186– 98,648	0.18	0.564	0.585	86,650	89,850
98,649– 105,271	0.19	0.566	0.587	88,200	91,400
105,272– 112,063	0.20	0.569	0.589	89,800	92,950
112,064– 119,025	0.21	0.571	0.590	91,400	94,550
119,026– 126,169	0.22	0.573	0.592	93,000	96,150
126,170– 133,499	0.23	0.575	0.594	94,650	97,800
133,500– 141,023	0.24	0.577	0.596	96,300	99,450
141,024– 148,750	0.25	0.580	0.597	98,050	101,150
148,751– 156,687	0.26	0.581	0.599	99,750	102,850
156,688– 164,842	0.27	0.583	0.601	101,550	104,600
164,843– 173,225	0.28	0.585	0.603	103,350	106,400
173,226– 181,847	0.29	0.587	0.604	105,250	108,250
181,848– 190,717	0.30	0.589	0.606	107,100	110,150
190,718– 199,845	0.31	0.591	0.607	109,050	112,050
199,846– 209,244	0.32	0.593	0.608	111,050	114,000
209,245– 218,925	0.33	0.594	0.610	113,100	116,000
218,926– 228,903	0.34	0.596	0.612	115,200	118,100
228,904– 239,189	0.35	0.598	0.613	117,350	120,200
239,190– 249,800	0.36	0.599	0.614	119,550	122,350
249,801– 260,751	0.37	0.601	0.615	121,800	124,600
260,752– 272,056	0.38	0.603	0.617	124,100	126,900
272,057– 283,737	0.39	0.604	0.617	126,500	129,250
283,738– 295,809	0.40	0.606	0.619	128,950	131,650
295,810– 308,294	0.41	0.608	0.620	131,500	134,150
308,295– 321,214	0.42	0.609	0.621	134,100	136,700
321,215– 334,592	0.43	0.610	0.622	136,800	139,350
334,593– 348,451	0.44	0.612	0.623	139,550	142,100
348,452– 362,818	0.45	0.613	0.624	142,400	144,900
362,819– 377,723	0.46	0.614	0.625	145,350	147,800
377,724– 393,196	0.47	0.615	0.626	148,450	150,800
393,197– 409,269	0.48	0.617	0.626	151,600	153,900
409,270– 425,978	0.49	0.618	0.627	154,850	157,150
425,979– 443,365	0.50	0.619	0.628	158,250	160,500
443,366– 461,466	0.51	0.620	0.629	161,750	163,950
461,467– 480,330	0.52	0.621	0.629	165,400	167,550

**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
\$ 480,331– 500,006	0.53	0.622	0.630	\$169,200	\$171,300
500,007– 520,546	0.54	0.624	0.631	173,150	175,200
520,547– 542,009	0.55	0.624	0.631	177,250	179,250
542,010– 564,460	0.56	0.625	0.632	181,550	183,450
564,461– 587,967	0.57	0.626	0.633	186,000	187,850
587,968– 612,607	0.58	0.627	0.633	190,650	192,450
612,608– 638,465	0.59	0.627	0.633	195,550	197,300
638,466– 665,629	0.60	0.629	0.634	200,650	202,350
665,630– 694,207	0.61	0.629	0.635	206,000	207,650
694,208– 724,308	0.62	0.630	0.635	211,600	213,200
724,309– 756,058	0.63	0.631	0.635	217,500	219,050
756,059– 789,598	0.64	0.631	0.635	223,750	225,200
789,599– 825,081	0.65	0.632	0.636	230,300	231,700
825,082– 862,684	0.66	0.633	0.636	237,200	238,550
862,685– 902,599	0.67	0.633	0.636	244,500	245,800
902,600– 945,050	0.68	0.633	0.636	252,300	253,500
945,051– 990,283	0.69	0.634	0.637	260,500	261,700
990,284– 1,038,584	0.70	0.635	0.637	269,300	270,400
1,038,585– 1,090,274	0.71	0.635	0.637	278,600	279,650
1,090,275– 1,145,725	0.72	0.635	0.638	288,600	289,600
1,145,726– 1,205,358	0.73	0.636	0.638	299,300	300,250
1,205,359– 1,269,670	0.74	0.636	0.638	310,800	311,700
1,269,671– 1,339,232	0.75	0.636	0.638	323,200	324,000
1,339,233– 1,414,714	0.76	0.636	0.638	336,550	337,350
1,414,715– 1,496,905	0.77	0.637	0.638	351,050	351,800
1,496,906– 1,586,740	0.78	0.637	0.638	366,850	367,500
1,586,741– 1,685,343	0.79	0.638	0.638	384,100	384,700
1,685,344– 1,794,056	0.80	0.638	0.638	403,000	403,550
1,794,057– 1,914,524	0.81	0.638	0.638	423,800	424,350
1,914,525– 2,048,759	0.82	0.638	0.638	446,850	447,350
2,048,760– 2,199,264	0.83	0.638	0.639	472,550	473,000
2,199,265– 2,369,189	0.84	0.638	0.639	501,350	501,750
2,369,190– 2,562,554	0.85	0.638	0.639	533,800	534,150
2,562,555– 2,784,565	0.86	0.638	0.639	570,750	571,100
2,784,566– 3,042,097	0.87	0.638	0.639	613,200	613,450
3,042,098– 3,344,416	0.88	0.639	0.639	662,350	662,600
3,344,417– 3,704,321	0.89	0.639	0.639	720,100	720,300
3,704,322– 4,139,995	0.90	0.639	0.639	788,800	788,950
4,139,996– 4,678,182	0.91	0.639	0.639	871,950	872,100
4,678,183– 5,359,884	0.92	0.639	0.639	974,650	974,750
5,359,885– 6,251,341	0.93	0.639	0.639	1,104,700	1,104,800
6,251,342– 7,466,964	0.94	0.639	0.639	1,274,800	1,274,850
7,466,965– 9,222,865	0.95	0.639	0.639	1,506,700	1,506,750
9,222,866– 11,982,136	0.96	0.639	0.639	1,841,650	1,841,700
11,982,137– 16,948,826	0.97	0.639	0.639	2,368,000	2,368,000
16,948,827– 28,537,767	0.98	0.639	0.639	3,315,400	3,315,400
28,537,768– 86,482,473	0.99	0.639	0.639	5,525,950	5,525,950
86,482,474 and over	1.00	0.639	0.639	16,578,700	16,578,700

COMMERCIAL GENERAL RULES**Rule 55. MERIT RATING PLAN****A. Eligibility**

The merit rating plan must be applied to all owned commercial auto risks except those who are eligible for experience rating under [Rule 54](#) of the Manual or risks which have been in business less than nine months preceding the date the policy is being rated.

B. Experience Period

The experience period is 3 years immediately preceding the date of the application for assignment and, in the case of renewal, during the 3 years ending 90 calendar days prior to the renewal date.

C. Merit Points

1. Merit points shall be determined using the application and/or other factual loss information obtained from the prior insurer or any reliable source.
2. One merit point shall be assigned to each at fault loss involving an owned auto during the experience period which results in any bodily injury, or damage to property, including the risk's in excess of \$500.
3. Merit points are to be assigned whether or not the driver responsible for the point is still employed or driving.
4. Merit points assigned should come exclusively from the loss report(s).

D. Rating

1. Determine the number of autos to be rated under this Plan. Trailers shall receive rating modification but shall not be counted for purposes of determining the number of autos to be rated under this Plan.
2. Determine the total merit points accumulated by all eligible owned autos during the experience period.
3. Use the Rate Modification Table below to determine the rating factor to be applied to the premium for all coverages for each eligible auto, except for uninsured motorists, underinsured motorists, and medical payments coverages.

RATE MODIFICATION TABLE

No. of Autos	Merit Points	Rating Factor
1-2	1-2	1.15
	3 or more	1.30
3-4	2-3	1.10
	4 or more	1.25

4. The rating factor applied at policy inception shall not be adjusted to reflect any change in the number of autos during the policy year.

Rule 56. ★RESERVED FOR FUTURE USE❖**Rule 57. UNINSURED AND UNDERINSURED MOTORISTS INSURANCE****A. Uninsured Motorists Insurance****1. Coverage**

- a. This form of auto insurance must be provided at \$50,000 single bodily injury liability limits on every auto bodily injury liability policy insuring any auto designed for use on public highways and either required to be registered or principally garaged in Wisconsin.

Uninsured motorists insurance will apply to all autos on the policy.

If liability coverage also applies to hired or nonowned autos, uninsured motorists insurance must be provided for those autos.

- b. Higher limits are not available.

2. Rates

All Territories	★ Rate Per Auto
Private Passenger Types	\$45
Hired and Nonowned Autos	Refer to Rules 103 and 104 .
All Other Risks	29 ❖

B. Underinsured Motorists Insurance**1. Coverage**

- a. This form of auto insurance will be offered in writing and include a brief description of the coverage to one named insured on the bodily injury liability policy insuring any auto designed for use on public highways and either required to be registered or principally garaged in Wisconsin at \$100,000 single bodily injury liability limits. Underinsured motorists insurance is also available for hired or nonowned autos.

If underinsured motorists coverage is provided, the coverage will apply to all autos insured under the policy.

- b. A named insured has the right to reject underinsured motorists coverage. The rejection of such coverage will apply to all persons insured under the policy. Rejection need not be in writing. The absence of a premium payment for underinsured motorists coverage is conclusive proof that the person has rejected such coverage.

Unless a named insured requests such coverage in writing, the insurer does not have to provide underinsured motorists coverage on renewal policies when one named insured has rejected the coverage on the policy previously issued by the insurer.

- c. Higher limits are not available.

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2. Rates

★	
All Territories	Rate Per Auto
Private Passenger Types	\$19
Hired and Nonowned Autos	Refer to Rules 103 and 104 .
All Other Risks	13
	❖

C. Trailers

Do not charge an uninsured motorists premium for trailers when power units designed to tow such trailers are already insured for uninsured motorists insurance on the same coverage form.

- D. The premium shall not be subject to modification under the provisions of any rating plan or other Manual rules.

Rule 58. MEDICAL PAYMENTS

A. Coverage

- In accordance with Section 632.32 of the Wisconsin Statutes, auto medical payments (including chiropractic payments) coverage in the amount of \$1,000 per person will be afforded on all autos designed for travel on public roads and registered or principally garaged in the state of Wisconsin, except where such coverage is rejected by the insured.

- A named insured has the right to reject this coverage. Unless a named insured requests such coverage in writing, the insurer does not have to provide medical payments on a renewal policy when one named insured has rejected the coverage on the policy previously issued by the insurer.
- If provided, auto medical payments coverage will apply to all vehicles on the policy, including hired and nonowned autos.
- Higher limits are not available.

B. Rates

Refer to the [rate tables](#) for applicable rates.

**Rule 59. WAIVER OF SUBROGATION/
PRIMARY AND
NONCONTRIBUTORY—OTHER
INSURANCE CONDITION**

Applicable to Bodily Injury and Property Damage Liability Coverages Only

If the insured requests, in writing, either a waiver(s) of subrogation or a primary and noncontributory—other insurance condition or both to comply with contractual requirements, increase the bodily injury and property damage total policy premium by 3%.

Attach the applicable endorsement(s).

Rules 60–70. RESERVED FOR FUTURE USE

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 or Private Passenger Type Chapters of this Manual) and not specifically treated in the Public or Special Types and Operations Chapters of this Manual.

Rule 72. 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 mobile equipment insured on a general liability policy in determining if the risk is a fleet.
3. 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.
4. Classify the autos of any other risk as nonfleet.
5. 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 7](#)).

B. Primary Classifications

1. Gross vehicle weight rating (GVWR) and gross combination weight (GCW) mean the following:
 - a. GVWR—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 gross vehicle weight (GVWR) of 10,000 pounds or less.
 - b. Medium Trucks—Trucks that have a gross vehicle weight (GVWR) of 10,001–20,000 pounds.
 - c. Heavy Trucks—Trucks that have a gross vehicle weight (GVWR) of 20,001–45,000 pounds.
 - d. Extra Heavy Trucks—Trucks that have a gross vehicle weight (GVWR) 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 a fifth-wheel coupling device for semitrailers.

(1) Heavy Truck-Tractors—Truck-tractors that have a gross combination weight (GCW) of 45,000 pounds or less.

(2) Extra Heavy Truck-Tractors—Truck-tractors that have a gross combination weight (GCW) over 45,000 pounds.

- f. Semitrailers—A semitrailer is a trailer equipped with a fifth-wheel coupling device for use with a truck-tractor with a GVWR over 3,000 pounds. This includes bogies used to convert containers into semitrailers.
- g. Trailers—Any unregistered trailer or any trailer with a GVWR over 3,000 pounds, other than semitrailer.
- h. Service or Utility Trailer—Any trailer or semitrailer with a registered GVWR of 3,000 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

TRUCKS, TRACTORS, AND TRAILERS

street address where such auto is principally garaged.

- c. Long Distance—Over 200 Miles—The auto is operated regularly beyond a 200-mile radius from the street address where such auto is principally garaged. Apply zone rates for other than light trucks and trailers used with light trucks.
5. See the Primary Classifications—Rating Factors and Classification Designators tables.

TRUCKS, TRACTORS, AND TRAILERS

NONFLEET—PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

Size Class	Business Use Class		Radius Class		
			Local Up to 50 Miles BI and PD	Intermediate 51 to 200 Miles BI and PD	Long Distance Over 200 Miles BI and PD
Light Trucks (0–10,000 lbs. GVWR)	Service	Factor CD	1.00 011--	1.25 012--	1.30 013--
	Retail	Factor CD	1.45 021--	1.80 022--	1.80 023--
	Commercial	Factor CD	1.30 031--	1.60 032--	1.65 033--
ZONE RATED					
Medium Trucks (10,001–20,000 lbs. GVWR)	Service	Factor CD	1.05 211--	1.30 212--	.90 213--
	Retail	Factor CD	1.55 221--	1.90 222--	.90 223--
	Commercial	Factor CD	1.40 231--	1.70 232--	.90 233--
Heavy Trucks (20,001–45,000 lbs. GVWR)	Service	Factor CD	1.10 311--	1.40 312--	1.00 313--
	Retail	Factor CD	1.60 321--	2.05 322--	1.00 323--
	Commercial	Factor CD	1.45 331--	1.80 332--	1.00 333--
Extra Heavy Trucks (Over 45,000 lbs. GVWR)			2.15 401--	2.80 402--	1.45 403--
Heavy Truck- Tractors (0–45,000 lbs. GCW)	Service	Factor CD	1.40 341--	1.75 342--	1.00 343--
	Retail	Factor CD	2.00 351--	2.55 352--	1.00 353--
	Commercial	Factor CD	1.80 361--	2.25 362--	1.00 363--
Extra Heavy Truck-Tractors (Over 45,000 lbs. GCW)			2.35 501--	3.05 502--	1.45 503--
Trailer Types					
Semitrailers		Factor CD	.10 671--	.15 672--	.15 673--
Trailers		Factor CD	.10 681--	.15 682--	.15 683--
Service or Utility Trailer (Registered GVWR of 3,000 lbs. or less)		Factor CD	.00 691--	.00 692--	.00 693--

Note: For statistical coding information, refer to statistical plan in use by company.

TRUCKS, TRACTORS, AND TRAILERS

FLEET—PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

Size Class	Business Use Class		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. GVWR)	Service	Factor CD	1.00 014– –	1.25 015– –	1.30 016– –
	Retail	Factor CD	1.45 024– –	1.80 025– –	1.80 026– –
	Commercial	Factor CD	1.30 034– –	1.60 035– –	1.65 036– –
ZONE RATED					
Medium Trucks (10,001–20,000 lbs. GVWR)	Service	Factor CD	1.05 214– –	1.30 215– –	.90 216– –
	Retail	Factor CD	1.55 224– –	1.90 225– –	.90 226– –
	Commercial	Factor CD	1.40 234– –	1.70 235– –	.90 236– –
Heavy Trucks (20,001–45,000 lbs. GVWR)	Service	Factor CD	1.10 314– –	1.40 315– –	1.00 316– –
	Retail	Factor CD	1.60 324– –	2.05 325– –	1.00 326– –
	Commercial	Factor CD	1.45 334– –	1.80 335– –	1.00 336– –
Extra Heavy Trucks (Over 45,000 lbs. GVWR)		Factor CD	2.15 404—	2.80 405– –	1.45 406– –
Heavy Truck- Tractors (0–45,000 lbs. GCW)	Service	Factor CD	1.40 344– –	1.75 345– –	1.00 346– –
	Retail	Factor CD	2.00 354– –	2.55 355– –	1.00 356– –
	Commercial	Factor CD	1.80 364– –	2.25 365– –	1.00 366– –
Extra Heavy Truck-Tractors (Over 45,000 lbs. GCW)		Factor CD	2.35 504—	3.05 505– –	1.45 506– –
Trailer Types					
Semitrailers		Factor CD	.10 674—	.15 675– –	.15 676– –
Trailers		Factor CD	.10 684—	.15 685– –	.15 686– –
Service or Utility Trailer (Registered GVWR of 3,000 lbs. or less)		Factor CD	.00 694—	.00 695– –	.00 696– –

Note: For statistical coding information, refer to statistical plan in use by company.

TRUCKS, TRACTORS, AND TRAILERS

C. Secondary Classification—Special Industry Class

- These rating factors do not apply to trailer types and zone rated autos.
- 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.

Classification	Secondary Factor to Be Combined with Primary Factor	Code to Be Inserted in 4th and 5th Digit of Classification Code	Classification	Secondary Factor to Be Combined with Primary Factor	Code to Be Inserted in 4th and 5th Digit of Classification Code
Truckers—Autos used to haul or transport goods, materials, or commodities for another, other than autos used in moving operations			Specialized Delivery—Autos used in deliveries subject to time and similar constraints		
a. Common carriers	+0.75	21	a. Armored cars	+0.65	41
b. Contract carriers (other than chemical or iron and steel haulers)	+0.75	22	b. Film delivery	+0.65	42
c. Contract carriers hauling chemicals	+0.75	23	c. Magazines or newspapers	+0.65	43
d. Contract carriers hauling iron and steel	+0.75	24	d. Mail and parcel post	+0.65	44
e. Exempt carriers (other than livestock haulers) ...	+0.75	25	e. All other	+0.65	49
f. Exempt carriers hauling livestock	+0.75	26	Waste Disposal—Autos transporting salvage and waste material for disposal or resale		
g. Carriers engaged in both private carriage and transporting goods, materials, or commodities for others if at least 20% of their total operation is transporting goods, materials, or commodities for others	+0.75	02	a. Auto dismantlers	+0.30	51
h. Tow trucks for hire	+0.75	03	b. Building wrecking operators	+0.30	52
i. All other	+0.75	29	c. Garbage	+0.30	53
Food Delivery—Autos used by food manufacturers to transport raw and finished products or used in wholesale distribution of food			d. Junk dealers	+0.30	54
a. Canneries and packing plants	+0.45	31	e. All other	+0.30	59
b. Fish and seafood	+0.45	32	Farmers—Autos owned by a farmer, used in connection with the operation of his or her own farm, and occasionally used to haul commodities for other farmers		
c. Frozen food	+0.45	33	a. Individually owned or family corp. (other than livestock hauling)	−0.50	61
d. Fruit and vegetable	+0.45	34	b. Livestock hauling	−0.50	62
e. Meat or poultry	+0.45	35	c. All other	−0.50	69
f. All other	+0.45	39	Dump and Transit Mix Trucks—(Use these factors and codes only when no other secondary classification applies.)		
			a. Excavating	−0.10	71
			b. Sand and gravel (other than quarrying)	−0.10	72
			c. Mining	−0.10	73
			d. Quarrying	−0.10	74
			e. All other	−0.10	79
			Contractors (other than dump trucks)		
			a. Building—commercial	−0.05	81
			b. Building—private dwellings	−0.05	82

TRUCKS, TRACTORS, AND TRAILERS

Classification	Secondary Factor to Be Combined with Primary Factor	Code to Be Inserted in 4th and 5th Digit of Classification Code
c. Electrical, plumbing, masonry, plastering, and other repair or service ...	-0.05	83
d. Excavating	-0.05	84
e. Street and road	-0.05	85
f. All other.....	-0.05	89
Not otherwise specified		
a. Logging and lumbering..	+0.35	91
b. All other.....	0.00	99

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. 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 coverages including the explosion hazard, refer to [Rule 2](#).
4. Rolling Stores—A policy that covers autos equipped as a rolling store must exclude product liability. Attach the applicable Rolling Stores endorsement.
5. Trucks, Trailers, and Semitrailers Used in Dumping Operations. The normal rating classification applies to hopper-type transporters of dry commodities, which unload through the bottom by gravity.

Rule 73. PREMIUM DEVELOPMENT—OTHER THAN ZONE RATED AUTOS**A. This Rule applies to**

1. all light trucks and trailers used with light trucks; and
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 74](#). Premium Development—Zone Rated Autos.

B. Premium Development—Bodily Injury and Property Damage Liability Coverage

1. Determine the rating territory from the territory definitions based on the street address of principal garaging.
2. Determine the classification rating factor as follows:
 - a. Determine whether the risk is classified as fleet or nonfleet according to the Trucks, Tractors, and Trailers Classifications Rule ([Rule 72](#)).
 - b. Determine the primary rating factor from the Trucks, Tractors, and Trailers Classifications Rule ([Rule 72](#)) based on size class, business use class, and radius class.
 - c. Determine the secondary rating factor, if any, from the Trucks, Tractors, and Trailers Classifications Rule ([Rule 72](#)) based on the special industry classifications.
 - d. Determine the combined rating factor by adding the secondary rating factor to or subtracting it from the primary rating factor.
 - e. For trailers used with light trucks that regularly operate beyond a 200-mile radius, use the rating factor for the intermediate rating class.
3. Determine the [base rate](#) from the Commercial Auto Rate Chapter.
4. For fleets, multiply the base rate by 1.10.
5. Multiply the rate determined above by the combined rating factor.
6. Refer to the special provisions in [Rule 72.D](#) for applicability.
7. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
8. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability.✧

C. Uninsured and Underinsured Motorists Coverage

1. Refer to [Rule 57](#) for applicable rates.
2. Primary and secondary rating factors do not apply.

D. Medical Payments

1. Trucks and Tractors
 - a. Determine the [base rate](#) from the Commercial Auto Rate Chapter.
 - b. Primary and secondary rating factors do not apply.
2. Trailers
 - a. Determine the [base rate](#) from the Commercial Auto Rate Chapter.
 - b. Multiply the rate determined above by the primary rating factor.
 - c. Secondary rating factors do not apply.

TRUCKS, TRACTORS, AND TRAILERS**Rule 74. 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:
 1. When an auto is principally garaged in a regional zone and operates from terminals in that zone and in one or more metropolitan zones, the zone combination is the regional zone and the metropolitan zone farthest away.
 2. In all other situations, the zone combination is the zone of principal garaging and the zone of the terminal (included in the auto's operations) farthest from that point.
 3. A terminal is any point at which an auto regularly loads or unloads. It is not limited to a terminal facility that the insured owns and operates.
- C. **Premium Development—Bodily Injury and Property Damage Liability Coverage**
 1. Determine whether the auto is classified as fleet or nonfleet according to the Trucks, Tractors, and Trailers Classifications Rule ([Rule 72](#)).
 2. Determine the primary rating factor from the Trucks, Tractors, and Trailers Classifications Rule ([Rule 72](#)).
 3. Determine the bodily injury and property damage liability base rate for the zone combination from the [Zone Rating Table](#).
 4. For fleets, multiply the base rate by .70.
 5. Multiply the rate determined above by the primary rating factor.
 6. Refer to the special provisions in [Rule 72.D](#) for applicability.
 7. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
 8. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability.✦
- D. **Uninsured and Underinsured Motorists Coverage**
 1. Refer to [Rule 57](#) for applicable rates.
 2. Primary and secondary rating factors do not apply.
- E. **Medical Payments Coverage**
 1. Trucks and Tractors
 - a. Determine the \$1,000 medical payments base rate of the zone combination from the zone [rate tables](#).
 - b. Primary and secondary rating factors do not apply.

2. Trailers
 - a. Determine the \$1,000 medical payments base rate of the zone combination from the zone [rate tables](#).
 - b. Multiply the medical payments base rate by the primary rating factor.
 - c. Secondary rating factors do not apply.

F. Minimum Premium

The premium developed is subject to a minimum premium developed by the applicable intermediate radius class.

G. Long Distance Zone Definitions

1. Metropolitan Zones
 - a. ATLANTA Zone—01
Includes Clayton and Cobb Counties and Atlanta, Georgia territories.
 - b. BALTIMORE/WASHINGTON Zone—02
Includes Baltimore, Baltimore Suburban, and Outer Suburban, Montgomery County Suburban and Outer Suburban, and Prince Georges County Suburban and Outer Suburban, Maryland territories; the entire District of Columbia; and Alexandria City, Arlington, Falls Church City, and Arlington—Alexandria Suburban, Virginia territories.
 - c. BOSTON Zone—03
Includes all of Essex, Middlesex, Norfolk, and Suffolk, Massachusetts Counties.
 - d. BUFFALO Zone—04
Includes Erie County (Balance), Buffalo, Buffalo Semisuburban, Buffalo Suburban, Niagara Falls, and Niagara Falls Suburban, New York territories.
 - e. CHARLOTTE Zone—05
Includes Charlotte and all of Mecklenburg County, North Carolina territories.
 - f. CHICAGO Zone—06
Includes all of Cook and Du Page County territories, Lake County (Balance), Waukegan—North Chicago and all Chicago, Illinois territories; and East Chicago, Indiana territory.
 - g. CINCINNATI Zone—07
Includes Cincinnati, Dayton, and Hamilton—Middletown, Ohio; and Covington—Newport, Kentucky territories.
 - h. CLEVELAND Zone—08
Includes all of Geauga, Lorain, and Medina County territories, Portage County (excluding the village of Mogadore), all Cleveland and Painesville, Ohio territories.
 - i. DALLAS/FORT WORTH Zone—09
Includes all of Dallas and Tarrant, Texas Counties.

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- 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.
- 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.

TRUCKS, TRACTORS, AND TRAILERS**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 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.

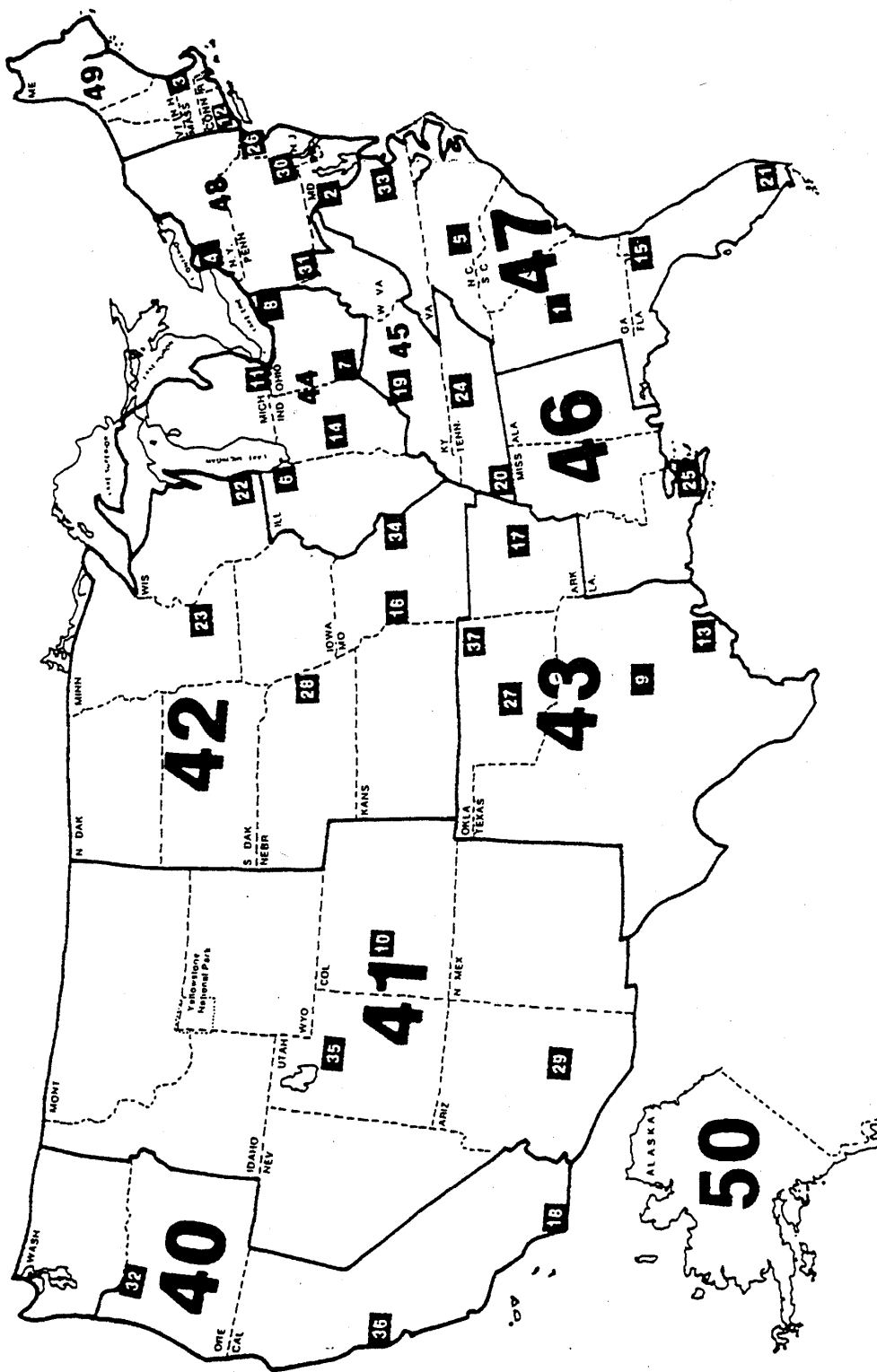
k. ALASKA Zone—50

Includes all of the state of Alaska.

See the Trucks, Tractors, and Trailers Zone Rating tables and Zone Rated Map.

TRUCKS, TRACTORS, AND TRAILERS

LONG DISTANCE ZONE MAP



★
\$60,000 SINGLE LIMIT—ZONE RATING TABLE
ZONE 22 (MILWAUKEE) COMBINATIONS

Zone	Description	Code	\$60,000 Bodily Injury and Property Damage	\$1,000 Medical Payments
01	Atlanta	201	\$13,799	\$879
02	Baltimore/Washington	202	12,671	812
03	Boston	203	14,273	916
04	Buffalo	204	12,671	812
05	Charlotte	205	13,799	879
06	Chicago	206	10,231	655
07	Cincinnati	207	10,231	655
08	Cleveland	208	10,231	655
09	Dallas/Ft. Worth	209	9,206	588
10	Denver	210	11,460	730
11	Detroit	211	10,231	655
12	Hartford	212	14,273	916
13	Houston	213	9,206	588
14	Indianapolis	214	10,231	655
15	Jacksonville	215	13,799	879
16	Kansas City	216	7,886	506
17	Little Rock	217	9,206	588
18	Los Angeles	218	10,500	670
19	Louisville	219	10,846	692
20	Memphis	220	10,846	692
21	Miami	221	13,799	879
22	Milwaukee	222	7,886	506
23	Minneapolis/St. Paul	223	7,886	506
24	Nashville	224	10,846	692
25	New Orleans	225	13,075	834
26	New York City	226	12,671	812
27	Oklahoma City	227	9,206	588
28	Omaha	228	7,886	506
29	Phoenix	229	11,460	730
30	Philadelphia	230	12,671	812
31	Pittsburgh	231	12,671	812
32	Portland	232	10,500	670
33	Richmond	233	13,799	879
34	St. Louis	234	7,886	506
35	Salt Lake City	235	11,460	730
36	San Francisco	236	10,500	670
37	Tulsa	237	9,206	588
40	Pacific	240	10,711	685
41	Mountain	241	11,691	745
42	Midwest	242	8,046	514
43	Southwest	243	9,391	603
44	North Central	244	10,436	670
45	Mideast	245	11,063	707
46	Gulf	246	13,337	856
47	Southeast	247	14,081	901
48	Eastern	248	12,927	826
49	New England	249	14,561	931

TRUCKS, TRACTORS, AND TRAILERS

\$60,000 SINGLE LIMIT—ZONE RATING TABLE
ZONE 42 (MID WEST) COMBINATIONS

Zone	Description	Code	\$60,000 Bodily Injury and Property Damage	\$1,000 Medical Payments
01	Atlanta	901	\$14,081	\$901
02	Baltimore/Washington	902	12,927	826
03	Boston	903	14,561	931
04	Buffalo	904	12,927	826
05	Charlotte	905	14,081	901
06	Chicago	906	10,436	670
07	Cincinnati	907	10,436	670
08	Cleveland	908	10,436	670
09	Dallas/Ft. Worth	909	9,391	603
10	Denver	910	11,691	745
11	Detroit	911	10,436	670
12	Hartford	912	14,561	931
13	Houston	913	9,391	603
14	Indianapolis	914	10,436	670
15	Jacksonville	915	14,081	901
16	Kansas City	916	8,046	514
17	Little Rock	917	9,391	603
18	Los Angeles	918	10,711	685
19	Louisville	919	11,063	707
20	Memphis	920	11,063	707
21	Miami	921	14,081	901
22	Milwaukee	922	8,046	514
23	Minneapolis/St. Paul	923	8,046	514
24	Nashville	924	11,063	707
25	New Orleans	925	13,337	856
26	New York City	926	12,927	826
27	Oklahoma City	927	9,391	603
28	Omaha	928	8,046	514
29	Phoenix	929	11,691	745
30	Philadelphia	930	12,927	826
31	Pittsburgh	931	12,927	826
32	Portland	932	10,711	685
33	Richmond	933	14,081	901
34	St. Louis	934	8,046	514
35	Salt Lake City	935	11,691	745
36	San Francisco	936	10,711	685
37	Tulsa	937	9,391	603
40	Pacific	940	11,204	715
41	Mountain	941	12,229	782
42	Midwest	942	8,418	536
43	Southwest	943	9,827	625
44	North Central	944	10,916	700
45	Mideast	945	11,576	737
46	Gulf	946	13,952	893
47	Southeast	947	14,728	938
48	Eastern	948	13,523	864
49	New England	949	15,234	975



TRUCKS, TRACTORS, AND TRAILERS**Rule 75. TRUCKERS****A. Eligibility**

1. A trucker is a person, firm, or corporation in the business of transporting goods, materials, or commodities for another.
2. Such a risk is still in the truckers classification even if it calls itself or advertises as a contractor, building contractor, building material dealer, sand and gravel hauler, or some other similar name.
3. Autos used in moving operations are also truckers, even though they are not subject to the truckers secondary rating factors.

B. Premium Development—Bodily Injury and Property Damage Liability Coverage

1. Nontrucking Use—Bobtail or Deadhead Operations (Class Code 7489)

For any person, firm, or corporation where coverage is limited to nontrucking use (bobtail) and the autos are not rented nor used for business purposes used to carry property or to haul someone else's trailers

- a. Determine the Trucks, Tractors, and Trailers base rate from the Commercial Auto Rate Chapter.
- b. Multiply the rate determined above by the following factor per auto or per combined tractor-trailer unit:

Factor

1.50

- c. Secondary rating factors do not apply.
- d. Do not charge a premium for trailers.
- e. Attach the applicable Motor Carriers—Insurance For Nontrucking Use endorsement.

2. Other than Zone Rating

For any person, firm, or corporation transporting property exclusively for one concern, classify and rate the autos as though the autos are owned by such concern.

- a. Specified Auto Basis. Truckers may be written on a specified auto basis according to the Trucks, Tractors, and Trailers Classifications Rule ([Rule 72](#)).
- b. Cost of Hire Basis (Class Code 6626, For Truckers Without Hold-Harmless Agreements and Class Code 6628, For Truckers With Hold-Harmless Agreements, Minimum Premium Class Code 6619). Truckers may be written on the cost of hire basis to cover their liability because of a contract involving the hire of trucks, tractors, and trailers.

(1) Premium Determination Without Hold-Harmless Agreement

- (a) Determine the total cost of hiring the autos. If autos are hired without operators, include the actual wages of the operators of such autos.

- (b) Determine the average specified auto rate by

- (i) computing the premium of all autos owned and leased by the insured that are used in trucking operations;
- (ii) dividing this by the number of trucks and truck-tractors owned and leased by the insured.

- (c) The cost of hire rate is determined by multiplying the average specified auto rate by .0020.

- (d) Compute the advance premium by multiplying each \$100 of the total amount estimated for the cost of hire during the policy period by cost of hire rate.

- (e) Unless there is a substantial 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 the advance premium.

- (g) Minimum Premium

The minimum premium shall be \$19 for bodily injury and property damage liability at a \$60,000 limit, 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 average applicable specified auto rate.

(2) Premium Determination With Hold-Harmless Agreement

When an insured lessee's hired auto premium is rated on a cost of hire basis, and the lessor has agreed to hold the insured lessee harmless in a written lease agreement, calculate the premium according to paragraph B.2.b.(1) above. Reduce the premium by multiplying the rate by a factor of .85.

The insured must keep and maintain, subject to audit, the following records:

- (a) A copy of the written lease;
- (b) Written hold-harmless agreement to the benefit of the insured;
- (c) A Certificate of Insurance from the other party to the lease or a copy of the other parties' Declarations page which verified liability coverage with limits at least equal to those of the insured; and
- (d) A copy of either Motor Carriers—Excess Coverage For The Named Insured and Named Lessors For Leased

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Autos Endorsement CA 23 08 or Motor Carriers—Named Lessee As Insured Endorsement CA 23 12 listing the insured.

3. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
4. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability.✧

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; and
 - 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 including amounts paid to independents via 1099.
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.

$$\begin{array}{l} \text{Minimum} \\ \text{Cost of Hire} \\ \text{Per Hired Auto} \end{array} = \frac{\$60,000}{365} \times \left(\begin{array}{c} \text{Number} \\ \text{of Days} \\ \text{Auto is Hired} \end{array} \right)$$

Rules 76–80. RESERVED FOR FUTURE USE

PRIVATE PASSENGER TYPES CHAPTER

Rule 81. ELIGIBILITY

- A. A private passenger type auto is a
- four-wheel auto of the private passenger or station wagon type;
 - pickup or van not used for business
 - owned by corporations, partnerships, unincorporated associations, or government agencies or rated as part of a fleet.
- B. **Classifications and Codes**

Nonfleet			
Description of Operator	Not Driven to Work or School	To or from Work or School	
		Less than 15 Miles	15 or More Miles
No operator licensed less than five years	7381	7382	7383
Operator licensed less than five years not owner or principal operator	7386	7387	7388
Owner or principal operator licensed less than five years	7392	7393	7394
All Other Nonfleet			
Liability—Use code 7391.			
Fleet			
Liability—Use code 7398.			

Rule 82. PREMIUM DEVELOPMENT

- A. Determine the rating territory from the territory definitions based on the street address of principal garaging.
- B. **Bodily Injury and Property Damage Liability and Medical Payments Coverages**
- Fleets
Refer to the Commercial Auto Rate Chapter for bodily injury and property damage liability and medical payments [base rates](#).
 - Nonfleets
 - Apply the factors listed below only to those private passenger type autos that are
 - furnished to individuals by corporations, partnerships, and unincorporated associations owning less than five autos and not used for business purposes; or
 - owned by family partnerships or family corporations and that are
 - garaged on a farm or ranch; and
 - not rated as part of a fleet; and
 - not used in any occupation other than farming or ranching.

Category	Description	Factor
Operator Experience	No operator license less than five years	0.75
	Operator licensed less than five years not owner or principal operator	1.40
	Owner or principal operator licensed less than five years	2.00
Use	Not driven to work or school	0.00
	To or from work less than 15 miles	0.15
	To or from work 15 or more miles	0.25

- b. Determine the combined rating factor by adding the factors developed from the categories above.

- c. Refer to the Commercial Auto Rate Chapter for bodily injury and property damage liability and medical payments [base rates](#).

- d. Multiply the base rates by the combined rating factor.

Note: For applications submitted without a Motor Vehicle Record (MVR) attached, use the highest rated factor.

3. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.

4. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability. ✦

C. Uninsured and Underinsured Motorists Coverage

Refer to [Rule 57](#) for rates.

**Rule 83. FARMERS AUTOS
(Class Code 7399)****A. Eligibility**

This Rule applies to private passenger autos, pickups, and vans rated as part of a fleet which meet all the following qualifications:

- Principally garaged on a farm or ranch
- Owned by an individual or a married couple resident in the same household, or by a farm family partnership or corporation
- Not used in any occupation other than farming or ranching
- Not used in going to and from work other than farming or ranching

B. Premium Development

1. Determine the Private Passenger Types [base rate](#) from the Commercial Auto Rate Chapter.

Multiply the rate determined above by the following factor:

Factor
.80

PRIVATE PASSENGER TYPES

2. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
3. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability.❖

Rules 84–90. RESERVED FOR FUTURE USE

PUBLIC TRANSPORTATION

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	
Elderly and Handicap Transportation	Factor CD	1.05 581	1.26 582	2.00 5839	
Day Care Transportation	Factor CD	.50 641	.60 642	.95 6439	
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.

PUBLIC TRANSPORTATION**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.

Class Designator	Seating Capacity	Secondary Factor to Be Combined with Primary Factor	
		Liability Factor	School Buses and Church 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 93. 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 94](#)).

B. Premium Development—Bodily Injury and Property Damage Liability Coverage

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 and class code as follows:
 - a. Determine whether the risk is classified as fleet or nonfleet according to the Public Auto Classifications Rule ([Rule 92](#)).
 - b. Determine the primary rating factor from the Public Auto Classifications Rule ([Rule 92](#)) 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 92](#)) 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 Commercial Auto Rate Chapter.

4. For fleets, multiply the base rate by the following factors:

Vehicle Type	Factor
Taxis and Limousines	1.10
School and Church Buses	1.20

5. Multiply the rate determined above by the combined rating factor.
6. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
7. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability. ❖

C. Uninsured, Underinsured, and Medical Payments Coverages

1. Determine the [base rates](#) from [Rule 57](#) and the Commercial Auto Rate Chapter.
2. Primary and secondary rating factors do not apply.

D. Special Provisions

1. If a truck, tractor, or trailer is rated as a public auto, refer to [Rule 2](#) to determine the seating capacity used for rating.
2. If a bus is rated at truck, tractor, or trailer rates, refer to [Rule 2](#) to determine the size class used for rating.
3. For a unit that combines a motorized auto with one or more trailers or semitrailers, refer to [Rule 2](#) to determine the liability premium.

Rule 94. 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 or zone combination for each auto as follows:

1. Use the long distance zone definitions in the Trucks, Tractors, and Trailers Chapter.
2. When an auto is principally garaged in a regional zone and operates from terminals in that zone and in one or more metropolitan zones, the zone combination is the regional zone and the highest rated zone in which it travels.
3. In all other situations, the zone combination is the zone of principal garaging and the highest rated zone included in the auto's operations.

C. Premium Development—Bodily Injury and Property Damage Liability and Medical Payments 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 92](#)).

PUBLIC TRANSPORTATION

- b. Determine the primary rating factor from the Public Auto Classifications Rule ([Rule 92](#)).
 - 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 rate determined above by the primary rating factor.
 4. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
 5. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability.❖

Note: The premium developed is subject to a minimum premium developed by the applicable intermediate radius class.

D. Uninsured and Underinsured Motorists Coverage

1. Determine the rate from [Rule 57](#).
2. Primary and secondary rating factors do not apply.

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 inter-city bus rate for the highest rated territory in which or through which the auto will be customarily operated by the following factor:

All Autos	.50
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These rates contemplate the passenger hazard. The passenger hazard may not be excluded.

2. Limits exceeding \$1,000,000 are subject to reinsurance costs.
3. No secondary factors apply.
4. Refer to [Rule 57](#) for uninsured and underinsured motorists coverage.
5. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
6. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability.❖

- C. Attach the Transportation of Seasonal or Migrant Agricultural Workers endorsement.

Rules 96–100. RESERVED FOR FUTURE USE

NOTES

NONOWNED AUTO CHAPTER

Rule 101. PREMIUM DEVELOPMENT

The bodily injury and property damage liability premiums for commercial nonowned auto exposures shall be determined as follows:

- A. Follow the rating instructions from the applicable rule.
- B. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
- C. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability.✦

**Rule 102. DRIVE OTHER CAR COVERAGE
(CLASS CODE 9020)**

- A. Drive other car coverage is provided at no additional charge for an individual named insured who owns a private passenger auto. Refer to the Individual as the Named Insured Rule ([Rule 106](#)).
- B. Any other insured may request drive other car coverage for named individuals. Multiply the Private Passenger Types base rate by the following factors:

Coverage	Limits	Factor
Bodily Injury and Property Damage	\$ 60,000	.10
Medical Payments	1,000	.10
Uninsured Motorist	50,000	.10
Underinsured Motorist	100,000	.10

- C. In all cases, drive other car coverage includes coverage for the spouse for no additional charge.
- D. Attach the appropriate Drive Other Car Coverage endorsement.

Rule 103. HIRED AUTOS

- A. This Rule applies to the following:
 1. Autos the insured leases, hires, rents, or borrows
This does not include any auto the insured leases, hires, rents, or borrows from any of its employees, partners, members, or members of their households. For such autos, refer to [Rule 104](#).
 2. Risks other than truckers hiring autos for use in their trucking operations and public transportation autos
 - a. For truckers hiring autos for use in their trucking operations, refer to [Rule 75](#). Truckers.
 - b. For public transportation autos, refer to [Rule 2](#) for rating.

Note: For multistate operations, refer to [Section 18](#).

- B. **Premium Development—Bodily Injury and Property Damage Liability, Medical Payments, and Uninsured and Underinsured Motorists Insurance**

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.
- (2) Multiply the result by the Hired Auto [rate](#) in the Commercial Auto Rate Chapter.
- (3) 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
Refer to Rule 2 .	1.00

- (4) Add the total cost of hire premium for all states.

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- e. Unless there is substantial change in exposures during the policy period, the advance premium is the earned premium.
- f. Minimum Premiums

Coverage	Limits	★ Minimum Premium
Bodily Injury and Property Damage	\$ 60,000	\$101
Medical Payments	1,000	8
Uninsured Motorists	50,000	3
Underinsured Motorists	100,000	1
❖		

- 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 either of the following:

- 1. Any auto rented with a driver
- 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 104. NONOWNED AUTO LIABILITY COVERAGE

- A. This Rule applies to autos the insured does not own, lease, hire, rent, or borrow that are used in connection with the insured's business. This includes autos owned by the insured's employees, volunteers, partners, members, or members of their households but only while used in the insured's business operations or personal affairs.

B. Premium Development—Bodily Injury and Property Damage Liability, Medical Payments, and Uninsured and Underinsured Motorists Insurance

The following rating procedures are applied as appropriate:

- 1. Fast Food Delivery Services
 - a. Determine the average number of employees.
 - (1) Determine the total number of full and part time employees who operate their own autos in the insured's delivery business separately by those who
 - (a) provide evidence of primary liability insurance; and
 - (b) do not provide evidence of primary insurance.

Evidence of primary coverage consists of a copy of the Declarations page and the schedule of covered vehicles. This evidence must be provided to the servicing carrier on an annual basis.

- (2) Divide the total number of employees determined above by seven.

b. Liability Coverage

Multiply the average number of employees determined in paragraph a by the Private Passenger Types [base rates](#) for the territory in which the risk is located by the following factors:

Employees With Evidence of Primary Liability Insurance	Employees Without Evidence of Primary Liability Insurance
.50	1.00

c. Medical Payments Coverage

Multiply the average number of employees determined in paragraph a by the Private Passenger Types [base rate](#) for the territory in which the risk is located.

d. Uninsured and Underinsured Motorists Insurance

Multiply the average number of employees determined in paragraph a by the Private Passenger Types rate in the Uninsured and Underinsured Motorists Insurance Rule ([Rule 57](#)).

- e. Refer to rating examples and worksheet.

2. Social Service Agency Risks**a. Employees**

Determine the advance premium based on the number of employees in accordance with paragraph 4.a.

b. Volunteers

Charge the following rates per volunteer:

Coverage	Limits	★ Rate per Volunteer	★ Minimum Premium per Policy
Bodily Injury and Property Damage	\$ 60,000	\$37.21	\$169
Medical Payments	1,000	0.48	4
Uninsured Motorists	50,000	0.44	3
Underinsured Motorists	100,000	1.05	6
❖			

3. Partnerships or Limited Liability Companies (LLC)**a. Active or Inactive Partner or LLC Member**

- (1) Determine the rating territory in which the partnership or LLC is located based on street address.
- (2) For each active or inactive partner or LLC member, multiply the Private Passenger Types [rate](#) by the following factor:

Factor

.10

Apply this rating base regardless of the type of auto being used.

b. Employees

Determine the advance premium based on the number of employees in accordance with paragraph 4.a below.

c. Volunteers

Determine the advance premium based on the number of volunteers in accordance with paragraph 4.b below.

4. All Other Risks

a. Employees

(1) Multistate Operations

Determine the number of employees separately for each state where the employees operate their autos in the insured's business. Use the applicable rates and rating rules of the states of principal garaging of the autos.

(2) In-State Operations

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	Medical Payments \$1,000 Limit
0-25	\$ 271	\$ 6.05
26-100	1,047	13.84
101-500	2,740	30.36
501-1,000	6,300	47.81
Over 1,000	13,276	107.01

Total Number of Employees	★	
	Uninsured Motorists Insurance \$50,000 Limit	Underinsured Motorists Insurance \$100,000 Limit
0-25	\$ 4.83	\$ 11.71
26-100	11.14	26.89
101-500	24.40	58.98
501-1,000	38.43	92.89
Over 1,000	54.45	162.95

(3) Except for fast food delivery services rated in accordance with paragraph B.1 of this Rule, if more than 50% of the insured's employees regularly operate their autos in the insured's business, refer to [Rule 2](#) for rating.

b. Volunteers

Charge an additional premium determined as follows:

Determine the total number of volunteers at all locations who regularly use their own autos to

transport social service clients in connection with the agency's programs and multiply this number by the following;

Coverage	Limits	★	
		Rate per Volunteer	Minimum Premium per Policy
Bodily Injury and Property Damage	\$ 60,000	\$29.76	\$135
Medical Payments	1,000	0.44	4
Uninsured Motorists	50,000	0.46	3
Underinsured Motorists	100,000	1.15	6



5. To extend nonowned auto liability coverage to cover individual liability of employees, volunteers, or partners and LLC members, apply the following rating procedure:

a. Employees

To extend nonowned auto liability coverage to cover the individual liability of employees while using their autos in the employer's business, compute the additional premium by multiplying the premium determined in 4.a above by the following factor:

Factor

.25

b. Volunteers

To extend coverage to cover the individual liability of volunteers who use their own autos and other covered non-owned autos, in the insured's business, charge an additional premium determined as follows:

Determine the number volunteers, in all locations who regularly use their autos in connection with the insureds business and charge the following rates:

Coverage	Limits	★	
		Rate per Volunteer	Minimum Premium per Policy
Bodily Injury and Property Damage	\$ 60,000	\$7.31	\$49
Medical Payments	1,000	0.74	1
Uninsured Motorists	50,000	0.09	1
Underinsured Motorists	100,000	0.20	1



Use Non-Ownership Liability Coverage For Volunteers Endorsement.

c. Partners or Members

To extend nonowned auto liability coverage to cover the individual liability of partners or members as insureds while using their autos in the employer's business, charge an additional premium determined as follows:

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Determine the number of partners or LLC members in all locations and charge the following rates:

Coverage	Limits	★	
		Rate per Partner or LLC Member	Minimum Premium per Policy
Bodily Injury and Property Damage	\$ 60,000	\$5.85	\$39
Medical Payments	1,000	0.69	1
Uninsured Motorists	50,000	0.01	1
Underinsured Motorists	100,000	0.21	1



Use Partners Or Members As Insureds Endorsement.

6. Unless there is substantial change in exposures during the policy period, the advance premium is the earned premium.

Rule 105. RESERVED FOR FUTURE USE**Rule 106. INDIVIDUAL AS THE NAMED INSURED**

Endorse a policy covering an individually owned auto with the appropriate individual named insured endorsement.

Personal auto drive other car coverage is provided at no additional charge if the policy covers

- A. a private passenger auto not used for public transportation or rented to others without a driver;
- B. a pickup or van that is not customarily used in the business of the insured other than for farming or ranching.

If A or B above do not apply, refer to [Rule 102](#). Drive Other Car Coverage (Class Code 9020).

Rules 107–110. RESERVED FOR FUTURE USE

SPECIAL TYPES AND OPERATIONS CHAPTER

Rule 111. ELIGIBILITY

This Chapter applies to all autos that are not classified and rated in other chapters.

Rule 112. PREMIUM DEVELOPMENT

The bodily injury and property damage liability 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. If increased limits ([Rule 52](#)) apply, multiply the rate determined above by the appropriate factor.
- D. ★Refer to experience rating plan ([Rule 54](#)) and merit rating plan ([Rule 55](#)) for applicability.✚

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 113. AMBULANCE SERVICES
(CLASS CODE 7919)****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

1. Bodily Injury and Property Damage Liability and Medical Payments Coverages
 - a. Determine the Trucks, Tractors, and Trailers [base rate](#) from the Commercial Auto Rate Chapter. Refer to [Rule 73](#) for the fleet rating factor, if applicable.
 - b. Multiply the rate determined above by the appropriate factor in paragraph 3.
2. Uninsured and Underinsured Motorists Coverage
 - a. Determine the Private Passenger Types rate from [Rule 57](#).
 - b. Multiply the rate determined above by the appropriate factor in paragraph 3.

3. Factors

Coverage	Factor
Bodily Injury and Property Damage Liability Coverage	1.75
Medical Payments Coverage	1.00
Uninsured and Underinsured Motorists Coverage	1.00

**Rule 114. DRIVER TRAINING PROGRAMS—
EDUCATIONAL INSTITUTIONS AND
COMMERCIAL DRIVING SCHOOLS
AND AUTO REPAIR TRAINING****A. Educational Institutions (Class Code 7926)****1. Eligibility**

This section applies to owned private passenger types used for driver training as part of a school curriculum.

2. Premium Development

- a. Bodily Injury and Property Damage Liability and Medical Payments Coverages

Multiply the Private Passenger Types base [rates](#) from the Commercial Auto Rate Chapter by the appropriate factor in paragraph C. There must be dual brakes to qualify as dual controls.

- b. Uninsured and Underinsured Motorists Coverage

Multiply the Private Passenger Types rates from [Rule 57](#) by the appropriate factor in paragraph C. 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 (Class Code 7927)**1. Eligibility**

This section applies to owned autos used by driving schools to give driving instruction.

2. Premium Development—Private Passenger Types, Trucks, and All Other Types of Autos

- a. Bodily Injury and Property Damage Liability and Medical Payments Coverages

Multiply the Private Passenger Types base [rates](#) from the Commercial Auto Rate Chapter by the appropriate factor in paragraph C. There must be dual brakes to qualify as dual control.

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- b. Uninsured and Underinsured Motorists Coverage

Multiply the Private Passenger Types base rates from [Rule 57](#) by the appropriate factor in paragraph C. There must be dual brakes to qualify as dual control.

corresponding to the total number of driving instructors.

- (b) Medical Payments Coverage

Multiply the rate determined in (a) above by the following factor:

Factor

.036

C. Owned Autos Factors—Private Passenger Types

1. Educational Institutions

Coverage	Equipped with Dual Controls	Not Equipped with Dual Controls
Bodily Injury and Property Damage Liability Coverage	.45	.90
Medical Payments Coverage	1.00	1.00
Uninsured and Underinsured Motorists Coverage	1.00	1.00

2. Commercial Driving Schools

Coverage	Equipped with Dual Controls	Not Equipped with Dual Controls
Bodily Injury and Property Damage Liability Coverage	1.00	2.00
Medical Payments Coverage	1.00	1.00
Uninsured and Underinsured Motorists Coverage	1.00	1.00

D. Nonowned Autos

1. The policy may provide excess liability or medical payments coverage for driving instructors and their students while using nonowned autos for driver training.

2. Premium Development

- a. Bodily Injury and Property Damage Liability and Medical Payments Coverages

- (1) Determine the number of driving instructors and the number of owned autos used in driver training.
- (2) Use the address of the named insured to determine the rating territory.
- (3) If the number of driving instructors exceeds the number of owned autos used in driver training, multiply the Private Passenger Types [base rate](#) from the Commercial Auto Rate Chapter for the desired coverage by the appropriate factor in paragraph d for each driving instructor in excess of the number of owned autos used in driver training.
- (4) If the number of driving instructors does not exceed the number of owned autos used in driver training, determine the premium as follows:

- (a) Bodily Injury and Property Damage Liability Coverage

Refer to paragraph B.3.b in the Nonowned Auto Liability Coverage Rule ([Rule 104](#)) and charge the rate

- b. Uninsured and Underinsured Motorists Coverage

- (1) Determine the Private Passenger Types rate from [Rule 57](#).

- (2) Multiply the rate determined above by the appropriate factor in paragraph d for each instructor in excess of the number of owned autos.

- c. When nonowned liability coverage is provided under this Rule and the Nonowned Auto Liability Rule ([Rule 104](#)), do not include driving instructors in the total number of employees when determining the liability premium under [Rule 104](#).

- d. Nonowned Autos Factors

Coverage	Commercial Driving Schools	Educational Institutions
Bodily Injury and Property Damage Liability Coverage	.20	Refer to Rule 2
Medical Payments Coverage	.20	Refer to Rule 2
Uninsured and Underinsured Motorists Coverage	1.00	1.00

3. Attach the Driving Schools—Nonowned Autos endorsement.

Rule 115. 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.

- 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

1. Bodily Injury and Property Damage Liability and Medical Payments Coverages
 - a. Equipment Owned and Leased for Six Months or Longer
 - (1) Determine the Trucks, Tractors, and Trailers [base rates](#) from the Commercial Auto Rate Chapter. Refer to [Rule 73](#) for the fleet rating factor, if applicable.
 - (2) Multiply the rate determined above by the appropriate factor in paragraph 3.
 - b. Equipment Leased for Less than Six Months
Refer to [Rule 2](#).
2. Uninsured and Underinsured Motorists Coverage
 - a. Determine the Private Passenger Types rate from [Rule 57](#).
 - b. Multiply the rate determined above by the appropriate factor in paragraph 3.

Exception: No endorsement is necessary for mobile equipment described in paragraph B.1.f above.

3. Factors

Coverage	Mobile Equipment	Farm Equipment
Bodily Injury and Property Damage Liability Coverage	1.00	0.15
Medical Payments Coverage	1.00	0.15
Uninsured and Underinsured Motorists Coverage	1.00	1.00

Rule 121. MOTORCYCLES
(CLASS CODE 7942)

A. Eligibility

For the purposes of this Rule, motorcycles refers to motorcycles, mopeds, motorscooters, motorbikes, and other similar two wheeled autos used for commercial purposes.

B. Premium Development

1. Bodily Injury and Property Damage Liability and Medical Payments Coverages
 - a. Determine the Private Passenger Types [base rate](#) from the Commercial Auto Rate Chapter.
 - b. Multiply the rate determined above by the appropriate factor in paragraph 3.
2. Uninsured and Underinsured Motorists Coverage
 - a. Determine the Private Passenger Types rate from [Rule 57](#).
 - b. Multiply the rate determined above by the appropriate factor in paragraph 3.
3. Factors

Coverage	Engine Size	Factor
Bodily Injury and Property Damage Liability Coverage	0–100	.29
	101–200	.38
	201–360	.59
	361–500	.65
	501–800	.76
	Over 800	.85
Medical Payments Coverage		4.00
Uninsured and Underinsured Motorists Coverage		2.00

Rule 122. SNOWMOBILES
(CLASS CODE 7964)

A. Eligibility

This Rule applies to snowmobiles and similar autos used specifically for commercial purposes designed for travel over ice and snow and used principally off public roads.

B. Premium Development

1. Bodily Injury and Property Damage Liability Coverage
 - a. ★Excluding the Passenger Hazard
Charge \$283 for \$60,000 limit.
 - b. Including the Passenger Hazard
Charge \$664 for \$60,000 limit.
2. Medical Payments Coverage
Charge \$21 for \$1,000 per person.
3. Uninsured Motorists Coverage
Charge \$25 for \$50,000 limit.

SPECIAL TYPES

4. Underinsured Motorists Coverage
Charge \$20 for \$100,000 limit. ⚡
5. For autos of this type which are used as a public or livery conveyance for passengers and propeller-driven equipment, refer to [Rule 2](#) for rating.
6. All premiums apply for the period of coverage. If the insured cancels, do not return premium.

Rule 123. MOTOR HOMES**A. Eligibility**

For purposes of this Rule, motor homes refer to self-propelled autos 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 include permanent installation of any two of the following facilities: cooking, dining, plumbing, or refrigeration.

B. Premium Development

1. Bodily Injury and Property Damage Liability and Medical Payments Coverages
 - a. Determine the Trucks, Tractors, and Trailers [base rate](#) from the Commercial Auto Rate Chapter. Refer to [Rule 73](#) for the fleet rating factor, if applicable.
 - b. Multiply the rate determined above by the appropriate factor in paragraph 3.
2. Uninsured and Underinsured Motorists Coverage
 - a. Determine the Private Passenger Types rate from [Rule 57](#).
 - b. Multiply the rate determined above by the appropriate factor in paragraph 3.
3. Factors

Coverage	Up to 22 Feet	More than 22 feet
Bodily Injury and Property Damage Liability Coverage	.60	.75
Medical Payments Coverage	1.00	1.00
Uninsured and Underinsured Motorists Coverage	1.00	1.00

Rule 124. ANTIQUE AUTOS**A. Eligibility**

This Rule applies to autos that are

1. 25 years old or more; and
2. maintained primarily for use in exhibitions, club activities, parades, and other functions of public interest; and
3. occasionally used for other purposes.

B. Premium Development

1. Bodily Injury and Property Damage Liability and Medical Payments Coverages
 - a. Determine the Private Passenger Types [base rate](#) from the Commercial Auto Rate Chapter.
 - b. Regardless of the type of auto, multiply the rate determined above by the appropriate factor in paragraph 3.
2. Uninsured and Underinsured Motorists Coverage
 - a. Determine the Private Passenger Types rate from [Rule 57](#).
 - b. Multiply the rate determined above by the appropriate factor in paragraph 3.
3. Factors

Coverage	Factor
Bodily Injury and Property Damage Liability Coverage	.14
Medical Payments Coverage	1.00
Uninsured and Underinsured Motorists Coverage	1.00

Rule 125. AMPHIBIOUS AUTOS**A. Eligibility**

This Rule applies to autos designed to operate on both land and water. Coverage is only afforded while the auto is used on land.

B. Premium Development

Rate as land autos according to their use.

**Rule 126. REPOSSESSED AUTOS
(CLASS CODE 7925)****A. Eligibility**

1. This Rule does not apply to autos that finance companies and banks own or operate for their own business or pleasure purposes. Insure such autos according to the regular use of the auto.
2. Auto finance companies and banks may be insured for the repossession and use in connection with re-selling financed autos.

B. Premium Development

1. Bodily Injury and Property Damage Liability Coverage
 - a. ★The rate per repossessed auto is \$16 bodily injury and property damage \$60,000 limit. ⚡
 - b. To determine the advance premium, multiply the estimated number of autos repossessed annually by the rate per auto.
 - c. To determine the earned premium, multiply the total number of autos repossessed during the policy period by the rates in force at the policy inception.

2. Medical Payments Coverage
The rate per repossessed auto is \$1.
3. Uninsured Motorists Coverage
★The rate per repossessed auto is \$3.❖
4. Underinsured Motorists Coverage
The rate per repossessed auto is \$1.
5. ★Minimum Premium. The minimum premium for all coverages is \$56.❖

Rule 127. DRIVE-AWAY CONTRACTORS**A. Eligibility**

A person, firm, or corporation that drives away autos under their own power for factories or auto dealers may be insured for the operation of such autos.

B. Premium Development

Multiply the applicable base rate for the class and type of vehicle by the following factor for each set of transporter plates:

Factor

1.50

Private passenger types and trucks may get an additional hazard charge.

**Rules 128–130. RESERVED FOR FUTURE
USE**

NOTES

TRUCKS, TRACTORS, AND TRAILERS OTHER THAN ZONE RATED WORKSHEET

Coverage	Base Rate (Commercial Auto Rate Chapter and Rule 57)		Fleet Factor (Rule 73)		Primary Rating Factor (Rule 72)		Secondary Rating Factor (Rule 72)		Increased Limits Factor (Rule 52)		Experience Rating or Merit Rating Modification (Rule 54 or Rule 55)	Whole Dollar Premium
Liability		X		X (+/-) X		X		=
UM			NA		NA		NA		NA		NA	
UIM*			NA		NA		NA		NA		NA	
Medical Payments*			NA		Trailers only		NA		NA		NA	
TOTAL												

ZONE RATED TRUCKS, TRACTORS, AND TRAILERS WORKSHEET

Coverage	Base Rate (Zone Rating Tables and Rule 57)		Fleet Factor (Rule 73)		Primary Rating Factor (Rule 72)		Increased Factor Limits (Rule 52)		Experience Rating or Merit Rating Modification (Rule 54 or Rule 55)	Whole Dollar Premium
Liability		X		X		X		X		=
UM			NA		NA		NA		NA	
UIM*			NA		NA		NA		NA	
Medical Payments*			NA		Trailers only		NA		NA	
TOTAL										

*Optional coverage

Refer to Rule [72.D](#). Special Provisions for Certain Risks.

PRIVATE PASSENGER TYPES RATING WORKSHEET

Coverage	Base Rate (Commercial Auto Rate Chapter)		Nonfleet Combined Rating Factor (Rule 82)		Increased Limits Factor (Rule 52)		Experience Rating or Merit Rating Modification (Rule 54 or Rule 55)		Whole Dollar Premium
Liability	<input type="text"/>	X		X	<input type="text"/>	X		=	<input type="text"/>
UM	<input type="text"/>		NA		NA		NA		<input type="text"/>
UIM*	<input type="text"/>		NA		NA		NA		<input type="text"/>
Medical Payments*	<input type="text"/>		NA		NA		NA		<input type="text"/>
TOTAL									<input type="text"/>

*Optional coverage

PUBLIC TRANSPORTATION AUTOS OTHER THAN ZONE RATED WORKSHEET

Coverage	Base Rate (Commercial Auto Rate Chapter Rule 57)		Fleet Factor (Rule 93)		Primary Rating Factor (Rule 92)		Secondary Rating Factor (Rule 92)		Increased Limits Factor (Rule 52)		Experience Rating or Merit Rating Modification (Rule 54 or Rule 55)		Whole Dollar Premium
Liability		X		X (+) X		X		=	
UM			NA		NA		NA		NA		NA		
UIM*			NA		NA		NA		NA		NA		
Medical Payments*			NA		NA		NA		NA		NA		
TOTAL													

ZONE RATED PUBLIC TRANSPORTATION AUTOS WORKSHEET

Coverage	Base Rate (Zone Rating Tables and Rule 57)		Primary Rating Factor (Rule 92)		Increased Limits Factor (Rule 52)		Experience Rating or Merit Rating Modification (Rule 54 or Rule 55)		Whole Dollar Premium
Liability		X		X		X		=	
UM			NA		NA		NA		
UIM*			NA		NA		NA		
Medical Payments*					NA		NA		
TOTAL									

*Optional coverage

NONOWNED AUTO LIABILITY RATING EXAMPLE

Fast Food Delivery Services

Insured employs 21 drivers; Average of 3 Drivers Per Day
Territory 14; Basic Limits

Example 1. All Drivers without Primary Liability Insurance

Coverage	Number of Drivers without Primary Liability Insurance		Total Number of Drivers		Average Number of Drivers Per Day*		Private Passenger Types Base Rate (Commercial Auto Rate Chapter and Rule 57)		Whole Dollar Premium
Liability	21	÷	21	X	3	X	1,371	=	4,113
Medical Payments	21	÷	21	X	3	X	23	=	69
Uninsured Motorists	21	÷	21	X	3	X	45	=	135
Underinsured Motorists	21	÷	21	X	3	X	19	=	57
TOTAL								=	\$4,374

Example 2. All Drivers with Primary Liability Insurance

Coverage	Number of Drivers with Primary Liability Insurance		Total Number of Drivers		Average Number of Drivers Per Day*		Private Passenger Types Base Rate (Commercial Auto Rate Chapter and Rule 57)		Primary Liability Insurance Factor		Whole Dollar Premium
Liability	21	÷	21	X	3	X	1,371	X	.50	=	2,057
Medical Payments	21	÷	21	X	3	X	23		NA	=	69
Uninsured Motorists	21	÷	21	X	3	X	45		NA	=	135
Underinsured Motorists	21	÷	21	X	3	X	19		NA	=	57
TOTAL											\$2,318

*Determination of Average Number of Drivers Per Day

Total Part-Time Drivers Per Day for 7-Day Period		Total Full-Time Drivers Per Day for 7-Day Period				Average Number of Drivers Per Day
7	+	14	÷	7	=	3

NONOWNED AUTO LIABILITY RATING EXAMPLE

Fast Food Delivery Services

Insured employs 21 drivers; Average of 3 Drivers Per Day
Territory 14; Basic Limits

Example 3. 18 Drivers Without Primary Liability Insurance
3 Drivers With Primary Liability Insurance

1. Drivers without Primary Liability Insurance

Coverage	Number of Drivers without Primary Liability Insurance		Total Number of Drivers		Average Number of Drivers Per Day*		Private Passenger Types Base Rate (Commercial Auto Rate Chapter and Rule 57)		Whole Dollar Premium
Liability	18	÷	21	X	3	X	1,371	=	3,525
Medical Payments	18	÷	21	X	3	X	23	=	59
Uninsured Motorists	18	÷	21	X	3	X	45	=	116
Underinsured Motorists	18	÷	21	X	3	X	19	=	49
TOTAL								=	\$3,749

2. Drivers with Primary Liability Insurance

Coverage	Number of Drivers with Primary Liability Insurance		Total Number of Drivers		Average Number of Drivers Per Day*		Private Passenger Types Base Rate (Commercial Auto Rate Chapter and Rule 57)		Primary Liability Insurance Factor		Whole Dollar Premium
Liability	3	÷	21	X	3	X	1,371	X	.50	=	294
Medical Payments	3	÷	21	X	3	X	23		NA	=	10
Uninsured Motorists	3	÷	21	X	3	X	45		NA	=	19
Underinsured Motorists	3	÷	21	X	3	X	19		NA	=	8
TOTAL											\$331

3. Drivers with a Combination of 1 and 2 above

Whole Dollar Premium of Drivers without Primary Liability Insurance		Whole Dollar Premium of Drivers with Primary Liability Insurance		Total Premium
1		2		
\$3,749	+	\$331	=	\$4,080

*Determination of Average Number of Drivers Per Day

Total Part-Time Drivers Per Day for 7-Day Period		Total Full-Time Drivers Per Day for 7-Day Period		Average Number of Drivers Per Day
7	+	14	÷	3

NONOWNED AUTO LIABILITY WORKSHEET

Fast Food Delivery Services

1. Drivers without Primary Liability Insurance

Coverage	Number of Drivers without Primary Liability Insurance	Total Number of Drivers	Average Number of Drivers Per Day*	Private Passenger Types Base Rate (Commercial Auto Rate Chapter Rule 57)	Whole Dollar Premium
Liability	_____ ÷ _____	X _____	X _____	X _____	= _____
Medical Payments	_____ ÷ _____	X _____	X _____	X _____	= _____
Uninsured Motorists	_____ ÷ _____	X _____	X _____	X _____	= _____
Underinsured Motorists	_____ ÷ _____	X _____	X _____	X _____	= _____
TOTAL					= _____

2. Drivers with Primary Liability Insurance

Coverage	Number of Drivers with Primary Liability Insurance	Total Number of Drivers	Average Number of Drivers Per Day*	Private Passenger Types Base Rate (Commercial Auto Rate Chapter Rule 57)	Primary Liability Insurance Factor	Whole Dollar Premium
Liability	_____ ÷ _____	X _____	X _____	X _____	.50	= _____
Medical Payments	_____ ÷ _____	X _____	X _____	_____	NA	= _____
Uninsured Motorists	_____ ÷ _____	X _____	X _____	_____	NA	= _____
Underinsured Motorists	_____ ÷ _____	X _____	X _____	_____	NA	= _____
TOTAL						_____

3. Drivers with a Combination of 1 and 2 above

Whole Dollar Premium of Drivers without Primary Liability Insurance	Whole Dollar Premium of Drivers with Primary Liability Insurance	Total Premium
1 _____	2 _____	_____
	+	=

*Determination of Average Number of Drivers Per Day			
Total Part-Time Drivers Per Day for 7-Day Period	Total Full-Time Drivers Per Day for 7-Day Period	Average Number of Drivers Per Day	
_____	_____	_____	
	+	÷ 7	=

WISCONSIN AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

**\$60,000 Single Limit Bodily Injury and Property Damage,
\$1,000 Medical Payments**

TRUCKS, TRACTORS, AND TRAILERS

Territory	Bodily Injury and Property Damage	Medical Payments
02	\$2,559	\$25
03	1,904	25
04	1,515	17
05	1,663	17
06	1,404	17
07	1,496	17
08	1,280	17
09	776	17
10	1,508	17
11	1,380	17
13	1,990	17
14	2,431	25
15	2,184	25
16	1,064	17
17	985	17

PRIVATE PASSENGER TYPES

Territory	Bodily Injury and Property Damage	Medical Payments
02	\$1,201	\$18
03	1,179	18
04	824	12
05	911	12
06	598	12
07	923	12
08	1,034	18
09	719	12
10	982	18
11	896	12
13	1,059	18
14	1,371	23
15	1,185	19
16	777	12
17	686	12

WISCONSIN AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

**\$60,000 Single Limit Bodily Injury and Property Damage,
\$1,000 Medical Payments**

TAXICABS AND LIMOUSINES

Territory	Bodily Injury and Property Damage	Medical Payments
02	\$13,021	\$229
03	9,684	171
04	7,709	140
05	8,459	150
06	7,143	123
07	7,611	132
08	6,514	114
09	3,950	69
10	7,673	133
11	7,017	123
13	10,124	179
14	12,364	217
15	11,113	193
16	5,412	95
17	5,008	86

SCHOOL AND CHURCH BUSES

Territory	Bodily Injury and Property Damage	Medical Payments
02	\$1,552	\$41
03	1,150	41
04	914	31
05	1,010	31
06	850	31
07	906	31
08	779	31
09	472	21
10	910	31
11	832	31
13	1,201	39
14	1,475	41
15	1,320	41
16	641	31
17	598	31

WISCONSIN AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

**\$60,000 Single Limit Bodily Injury and Property Damage,
\$1,000 Medical Payments**

OTHER BUSES

Territory	Bodily Injury and Property Damage	Medical Payments
02	\$12,784	\$218
03	9,512	199
04	7,572	197
05	8,307	199
06	7,015	178
07	7,476	190
08	6,399	178
09	3,881	139
10	7,531	199
11	6,893	188
13	9,940	215
14	12,142	209
15	10,909	183
16	5,313	168
17	4,921	168

VAN POOLS

Territory	Bodily Injury and Property Damage	Medical Payments
02	\$3,087	\$63
03	2,296	52
04	1,826	38
05	2,004	39
06	1,693	39
07	1,806	39
08	1,543	39
09	937	14
10	1,819	39
11	1,665	39
13	2,396	50
14	2,929	64
15	2,634	54
16	1,280	26
17	1,190	26

WISCONSIN AUTOMOBILE INSURANCE PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

**\$60,000 Single Limit Bodily Injury and Property Damage,
\$1,000 Medical Payments, \$50,000 Uninsured Motorists, and
\$100,000 Underinsured Motorists**

HIRED AUTO

	Bodily Injury and Property Damage	Medical Payments	Uninsured Motorists Insurance	Underinsured Motorists Insurance
All Territories	\$2.36	\$0.09	\$0.036	\$0.01

WISCONSIN AUTOMOBILE INSURANCE PLAN MANUAL

EFFECTIVE DATES

INTRODUCTION

How, When, and Where—An Explanation of Procedures for Wisconsin Producers	January 1, 2020
How to Apply to the Wisconsin Automobile Insurance Plan	February 1, 2021
How to Apply for Additional Coverages or Changes in the Policy	February 1, 2025
Availability of Forms and Manuals	January 1, 2019
Effective Date of Coverage	January 1, 2019
Other Money Matters	January 1, 2020
Claims	January 1, 2020

PLAN OF OPERATION

PERSONAL AUTOMOBILE PART

Sec. 1.	January 1, 2020
Sec. 2.	February 1, 2025
Sec. 3.	January 1, 2020
Sec. 4.	Reserved for Future Use
Sec. 5.	February 1, 2025
Sec. 6.	January 1, 2020
Sec. 7.	February 1, 2025
Sec. 8.	Reserved for Future Use
Sec. 9.	January 1, 2020
Sec. 10.	Reserved for Future Use
Sec. 11.	Reserved for Future Use
Sec. 12.	February 1, 2021
Sec. 13.	September 1, 2022
Sec. 14.	September 1, 2022
Sec. 15.	Reserved for Future Use
Sec. 16.	Reserved for Future Use

COMMERCIAL AUTOMOBILE PART

Sec. 17.	September 1, 2022
Sec. 18.	September 1, 2023
Sec. 19.	Reserved for Future Use
Sec. 20.	Reserved for Future Use
Sec. 21.	September 1, 2023
Sec. 22.	September 1, 2023
Sec. 23.	February 1, 2025
Sec. 24.	Reserved for Future Use
Sec. 25.	September 1, 2022
Sec. 26.	May 1, 2009
Sec. 27.	Reserved for Future Use
Sec. 28.	May 1, 2009
Sec. 29.	May 1, 2009
Sec. 30.	September 1, 2022
Sec. 31.	September 1, 2023

Sec. 32.	Reserved for Future Use
Sec. 33.	Reserved for Future Use
Sec. 34.	Reserved for Future Use
Sec. 35.	Reserved for Future Use
Sec. 36.	Reserved for Future Use
Sec. 37.	Reserved for Future Use

APPENDIX

Sec. 38.	January 1, 2020
Sec. 39.	January 1, 2024
Sec. 40.	November 1, 2022
Sec. 41.	October 1, 2013
Sec. 42.	May 1, 2009
Sec. 43.	January 1, 2020
Sec. 44.	January 1, 2020
Sec. 45.	January 1, 2020
Sec. 46.	January 1, 2020
Sec. 47.	January 1, 2023
Sec. 48.	September 1, 2022
Sec. 49.	Reserved for Future Use
Sec. 50.	September 1, 2022
Sec. 51.	September 1, 2022
Sec. 52.	January 1, 2019
Sec. 53.	January 1, 2020
Sec. 54.	May 1, 2009
Sec. 55.	January 1, 2020
Sec. 56.	January 1, 2019
Sec. 57.	January 1, 2020
Sec. 58.	September 1, 2023

SUPPLEMENT

January 1, 2020

MANUAL OF RULES AND RATES

GENERAL RULES CHAPTER

Rule 1.	May 1, 2009
Rule 2.	May 1, 2009
Rule 3.	January 1, 2022
Rule 4.	May 1, 2009
Rule 5.	May 1, 2009
Rule 6.	January 1, 2022
Rule 7.	May 1, 2009
Rule 8.	Reserved for Future Use
Rule 9.	Reserved for Future Use
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.	May 1, 2009

PRIVATE PASSENGER CHAPTER

Rule 20.	February 1, 2025
Rule 21.	December 1, 2011
Rule 22.	November 18, 2015
Rule 23.	November 1, 2011
Rule 24.	January 1, 2022
Rule 25.	November 1, 2010
Rule 26.	October 1, 2013
Rule 27.	October 1, 2013
Rule 28.	Reserved for Future Use
Rule 29.	January 1, 2010
Rule 30.	Reserved for Future Use
Rule 31.	January 1, 2022
Rule 32.	April 1, 2017
Rule 33.	December 1, 2011
Rule 34.	November 1, 2010
Rule 35.	November 1, 2011
Rule 36.	January 1, 2022
Rule 37.	January 1, 2022
Rule 38.	February 1, 2021
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.	February 1, 2025
Rule 52.	May 1, 2012
Rule 53.	May 1, 2009
Rule 54.	January 1, 2019
Rule 55.	October 1, 2013
Rule 56.	Reserved for Future Use
Rule 57.	February 1, 2025

Rule 58.	October 1, 2013
Rule 59.	July 9, 2019
Rule 60.	Reserved for Future Use
Rule 61.	Reserved for Future Use
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.	May 1, 2009
Rule 72.	September 1, 2022
Rule 73.	February 1, 2025
Rule 74.	February 1, 2025
Rule 75.	February 1, 2025
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

PRIVATE PASSENGER TYPES CHAPTER

Rule 81.	May 1, 2012
Rule 82.	February 1, 2025
Rule 83.	February 1, 2025
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.	May 1, 2009
Rule 92.	September 7, 2017
Rule 93.	February 1, 2025
Rule 94.	February 1, 2025
Rule 95.	February 1, 2025
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

NONOWNED AUTO CHAPTER

Rule 101.	February 1, 2025
Rule 102.	November 1, 2011
Rule 103.	February 1, 2025
Rule 104.	February 1, 2025
Rule 105.	Reserved for Future Use
Rule 106.	Reserved for Future Use
Rule 107.	Reserved for Future Use
Rule 108.	Reserved for Future Use
Rule 109.	Reserved for Future Use
Rule 110.	Reserved for Future Use

WISCONSIN AUTOMOBILE INSURANCE PLAN MANUAL

SPECIAL TYPES AND OPERATIONS CHAPTER

Rule 111. May 1, 2009
Rule 112. February 1, 2025
Rule 113. January 1, 2015
Rule 114. January 1, 2015
Rule 115. January 1, 2015
Rule 116. January 1, 2015
Rule 117. January 1, 2015
Rule 118. September 7, 2017
Rule 119. January 1, 2015
Rule 120. January 1, 2015
Rule 121. January 1, 2015

Rule 122. February 1, 2025
Rule 123. January 1, 2015
Rule 124. January 1, 2015
Rule 125. May 1, 2009
Rule 126. February 1, 2025
Rule 127. January 1, 2015
Rule 128. Reserved for Future Use
Rule 129. Reserved for Future Use
Rule 130. Reserved for Future Use

WORKSHEETS

Private Passenger Liability Coverage Rating Worksheet	November 1, 2010
Private Passenger Physical Damage Coverage Rating Worksheet	January 1, 2010
Experience Rating Worksheet	January 1, 2019
Trucks, Tractors, and Trailers Other than Zone Rated Worksheet	May 1, 2012
Zone Rated Trucks, Tractors, and Trailers Worksheet	May 1, 2012
Private Passenger Types Rating Worksheet	May 1, 2012
Public Transportation Autos Other than Zone Rated Worksheet	May 1, 2012
Zone Rated Public Transportation Autos Worksheet	May 1, 2012
Nonowned Auto Liability Worksheet	February 1, 2025

PRIVATE PASSENGER AUTO RATE CHAPTER

Liability, Medical Payments, Uninsured, and Underinsured Base Rates	January 1, 2022
Physical Damage Base Rates	January 1, 2022
Model Year Factors	January 1, 2022
Symbol Factors	July 9, 2019
Class Factors	November 1, 2010

RATES

Commercial Auto Liability Rates	February 1, 2025
Zone Rates	February 1, 2025