

# Minnesota Rating Disclosure Statement



In compliance with Minnesota § 65B.133, we provide this Minnesota Rating Disclosure Statement, to explain our system of driving record pricing based upon traffic accidents and/or traffic violations. It is applicable to all new and renewal policies issued in Hartford Casualty Insurance Company, effective on or after July 18, 2020. In this Disclosure Statement, traffic accidents, and traffic violations that result in a conviction, are generally referred to as driving "incidents".

The Plan under which your policy is rated uses driving incidents as part of the determination of your premium cost. All accidents and convictions occurring in the 60-month period prior to the new business policy inception or preparation of the renewal record (the experience period) are considered in developing a driver's premium. If a driver is added mid-term, accidents and convictions occurring within the 60-month period prior to the date the driver is added to the policy will be considered in developing the driver's premium.

Driving incidents follow the driver. To determine if the accident took place in the experience period, we use the accident date. To determine if the violation incident took place in the experience period, we use the conviction date.

## Accidents.

Accident incidents shall be assigned for each accident that occurred during the experience period, involving the applicant, owner, or any current resident operator, while operating an auto, motorcycle, motor home, golf cart, snowmobile, or other similar type vehicles that would be eligible for Personal Auto Policy.

- (1) An accident incident is assigned for each accident that results in:
  - (a) Bodily injury, or death; or
  - (b) Total damage to all property including his or her own in excess of \$1,000.

## Exceptions

No incidents are assigned for accidents incurred by an operator demonstrated to be a named insured or a principal operator of an auto insured under a separate risk; and

No incidents are assigned for accidents occurring under the following circumstances:

- a. Auto lawfully parked (if the parked vehicle rolls from the parked position then any such accident is charged to the person who parked the auto); or
- b. Applicant, owner or other resident operator reimbursed by, or on behalf of, a person who is responsible for the accident or has judgment against such person; or
- c. Auto is struck in the rear by another vehicle and the applicant or other resident operator has not been convicted of a moving traffic violation in connection with this accident; or
- d. Operator of the other auto involved in the accident was convicted of a moving traffic violation and the applicant or resident operator was not convicted of a moving traffic violation in connection with the accident, or
- e. Auto operated by the applicant or any resident operator is struck by a "hit-and-run" vehicle, if the accident is reported to the proper authority within 24 hours by the applicant or resident operator; or
- f. Accidents involving damage by contact with animals or fowl;
- g. Accidents involving Physical Damage, limited to and caused by flying gravel, missiles, or falling objects; or
- h. Accidents occurring when using auto in response to an emergency if the operator of the auto at the time of accident was a paid or volunteer member of any Police or Fire Department, First Aid Squad, or any law enforcement agency. This exception does not include an accident occurring after the auto ceases to be used in response to such emergency.
- i. Accidents resulting in an amount being paid under PIP or Additional PIP and no payment is made for the same accident under the Liability or Collision coverage.

Policyholders having The Hartford Advantage Plus Coverage option will qualify for forgiveness of their first accident.

- If all drivers have been free of conviction of major traffic violations and accidents for the past five years; and
- If The Hartford Advantage Plus Coverage endorsement is part of the policy at the time of the accident; and
- For as long as The Hartford Advantage Plus Coverage continues to be endorsed on the policy.

**Minor Violations.** In developing the premium, we consider each minor moving violation. A minor violation is any conviction of any moving traffic violation not considered a major violation as defined below. Your premium will be increased for each minor moving violation.

**Major Violations.** In developing the premium, we consider each conviction of a major traffic violation that suggests the presence of a materially increased risk in a motorist. A major violation is defined as:

- a. driving while in an intoxicated condition or under the influence of drugs, and also includes a driver's license record entry of "implied consent"; or
- b. failure to stop and report when involved in an accident; or
- c. a felony involving the use of a motor vehicle; or
- d. driving a motor vehicle in a reckless manner which results in an injury to a person; or
- e. driving a motor vehicle during the period of time the driver's license is suspended or revoked.

Your premium will be increased for each major violation. The premium increases are greater for major violations than for minor convictions.

**Refund of Surcharged Premium.** If an incident used to price your policy is later determined to fall under one of the exceptions in the rating rule, the company will recalculate the policy premium, and if the named insured has already paid the policy premium in full, refund to the insured the increased portion of the premium generated by the incident. If the full policy premium has not been paid in full, we will adjust the outstanding premium due.

### How This May Affect You

Please note that the following tables display hypothetical examples of how the surcharge plan works.

#### A. One Vehicle Insured.

Coverage	Premium with no accidents	Premium including surcharge for one chargeable accident	Premium including surcharge for two chargeable accidents
Bodily Injury/ Property Damage	\$ 80.00	\$ 98.00	\$ 110.00
Uninsured Motorist	5.00	5.00	5.00
Personal Injury Protection	40.00	52.00	59.00
Comprehensive	25.00	27.00	31.00
Collision	50.00	61.00	67.00
Total Premium	\$ 200	\$ 243.00	\$ 272.00
Percentage Change:		21.5%	36.0%

**B. Two vehicles insured. - Accidents are chargeable to the principal operator of vehicle number one, while operating vehicle number one.**

**1. Vehicle number one.**

<b>Coverage</b>	<b>Premium with no accidents</b>	<b>Premium including surcharge for one chargeable accident</b>	<b>Premium including surcharge for two chargeable accidents</b>
Bodily Injury/ Property Damage	\$ 80.00	\$ 98.00	\$ 110.00
Uninsured Motorist	5.00	5.00	5.00
Personal Injury Protection	40.00	52.00	59.00
Comprehensive	25.00	27.00	31.00
Collision	50.00	61.00	67.00
Total Premium	\$ 200	\$ 243.00	\$ 272.00
Percentage Change:		21.5%	36.0%

**2. Vehicle number two.**

<b>Coverage</b>	<b>Premium with no accidents</b>	<b>Premium including surcharge for one chargeable accident</b>	<b>Premium including surcharge for two chargeable accidents</b>
Bodily Injury/ Property Damage	\$ 120.00	\$ 134.00	\$ 137.00
Uninsured Motorist	5.00	5.00	5.00
Personal Injury Protection	60.00	60.00	60.00
Comprehensive	40.00	41.00	42.00
Collision	75.00	82.00	87.00
Total Premium	\$ 300	\$ 322.00	\$ 331.00
Percentage Change:		7.3%	10.3%
Total:		13.0%	20.6%

**NOTES**

The premiums used in these examples are set forth in Minnesota regulations and are illustrative only. They are hypothetical and do not bear any relation to actual premiums. The surcharge in dollars and as a percent of premium will vary on real policies issued depending on other rating factors including but are not limited to: age, sex and marital status of the operator.

The surcharges in this example range from 13.0% to 21.5% for one chargeable accident and from 20.6% to 36.0% for two chargeable accidents.

For more information about these surcharges, please contact your agent or company.