

CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN  
(Struck-out matter—deleted; Underlined matter—new)

PRIVATE PASSENGER CHAPTER

**Rule 24. ADDITIONAL CHARGES**

Paragraph F.1 is amended as follows:

**F. Penalty Points Assignable for Accidents and Convictions**

1. Accidents

Two penalty points shall be assigned for each auto accident resulting in bodily injury or death.

One penalty point shall be assigned for each auto accident resulting only in damage to property if the driver was principally at fault.

A driver may be considered to be principally at fault in an accident if the driver's actions or omissions were at least 51 percent of the proximate cause of the accident, subject to the exceptions listed below, and in accidents not resulting in death, if the damage to the property of any one person is in excess of

- a. \$750, for accidents occurring on or after January 1, 2003; or
- b. \$500, for accidents occurring before January 1, 2003

A driver may be determined to be principally at fault for such accident where the accident was a solo vehicle accident subject to the exceptions listed below.

EXCEPTIONS: Penalty points shall not be assigned if the accident occurred under the following circumstances:

- a. ~~The auto owned or operated by the applicant or other person who usually drives the applicant's auto was legally stopped at a traffic control.~~

(Paragraphs ~~b through e~~ are redesignated as a through d.)

- f. ~~The auto owned or operated by the applicant or other person who usually drives the applicant's auto has obtained a judgment against, or a settlement from or on behalf of, the owner or operator of the other auto involved in the accident provided~~

- ~~the judgment or settlement was obtained prior to the date of assignment or, in the case of renewal, prior to the effective date of the renewal policy;~~
- ~~that as a result of such accident, no judgment was obtained against, nor~~

~~was any amount paid in settlement by or on behalf of, the applicant or other person who usually drives the applicant's auto.~~

- g. Injury or damage was caused by contact with animals, fowl, flying gravel, or falling objects.
- h. The accident occurred as a result of operating an auto in response to an emergency and, at the time of the accident, the applicant or other person who usually drives the applicant's auto, was responding to a call to duty as a paid or volunteer member of any police or fire department, first aid squad, or any law enforcement agency.
- g. The accident was a solo vehicle accident that was principally caused by a hazardous condition of which a driver, in the exercise of reasonable care, would not have noticed (for example, black ice).

PRIVATE PASSENGER  
LIABILITY, MEDICAL PAYMENTS, AND  
UNINSURED MOTORISTS COVERAGE RATES

\$15,000/30,000 BI, \$5,000 PD, \$1,000 MP, and  
\$15,000/30,000 UM

NOTES:	1.	Uninsured Motorists Bodily Injury Increased Limits	
		<b>Total Limits</b>	<b>Additional Charges</b>
		\$25/50	\$14
		30/60	23
Note:	2.	Uninsured Motorists Property Damage Limit (Not to exceed \$3,500 for loss or damage to the insured auto resulting from collision)	
		All Territories	\$101 per Auto

COMMERCIAL GENERAL RULES CHAPTER

**Rule 55. ADDITIONAL CHARGES**

Paragraph F.1 is amended as follows:

**F. Penalty Points Assignable for Accidents and Convictions**

1. Accidents

Two penalty points shall be assigned for each auto accident resulting in bodily injury or death.

One penalty point shall be assigned for each auto accident resulting only in damage to property if the driver was principally at fault.

A driver may be considered to be principally at fault in an accident if the driver's actions or omissions were at least 51 percent of the proximate cause of the accident subject to the exceptions listed below, and in accidents not resulting in death, if the damage to the property of any one person is in excess of

- a. \$750, for accidents occurring on or after January 1, 2003; or
- b. \$500, for accidents occurring before January 1, 2003.

A driver may be determined to be principally at fault for such accident where the accident was a solo vehicle accident subject to the exception listed below.

EXCEPTIONS: Penalty points shall not be assigned if the accident occurred under the following circumstances:

- ~~a. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was legally stopped at a traffic control.~~

*(Paragraphs b through e are redesignated as a through d.)*

- ~~f. The auto owned or operated by the applicant or other person who usually drives the applicant's auto has obtained a judgment against, or a settlement from or on behalf of, the owner or operator of the other auto involved in the accident provided~~

- ~~• the judgment or settlement was obtained prior to the date of assignment or, in the case of renewal, prior to the effective date of the renewal policy;~~

- ~~• that as a result of such accident, no judgment was obtained against, nor was any amount paid in settlement by or on behalf of, the applicant or other person who usually drives the applicant's auto.~~

- ~~ge. Injury or damage was caused by contact with animals, fowl, flying gravel, or falling objects.~~

- ~~hf. The accident occurred as a result of operating an auto in response to an emergency and, at the time of the accident, the applicant or other person who usually drives the applicant's auto,~~

was responding to a call to duty as a paid or volunteer member of any police or fire department, first aid squad, or any law enforcement agency.

- ~~g. The accident was a solo vehicle accident that was principally caused by a hazardous condition of which a driver, in the exercise of reasonable care, would not have noticed (for example, black ice).~~

## SPECIAL TYPES AND OPERATIONS

### Rule 140. SPECIAL OR FARM EQUIPMENT

*This Rule is replaced in its entirety, as follows:*

### Rule 140. MOBILE OR FARM EQUIPMENT

#### A. Eligibility

1. Coverage is only provided for mobile equipment and farm equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where the vehicle is licensed or principally garaged.
2. Operations coverage is not provided for any equipment except equipment described in B.1.f(1) below.

#### B. Definitions

##### 1. Mobile Equipment

Mobile equipment includes the following vehicles:

- a. Bulldozers, forklifts, and other vehicles designed for use principally off public roads
- b. Vehicles maintained for use solely on or next to premises the insured owns or rents
- c. Vehicles that travel on crawler treads
- d. Vehicles maintained primarily to provide mobility to permanently mounted
  - (1) power cranes, shovels, loaders, diggers, or drills; or
  - (2) road construction or resurfacing equipment such as graders, scrapers, or rollers.
- e. Vehicles that are not self-propelled and are maintained primarily to provide mobility to permanently mounted

- (1) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
  - (2) cherry pickers and similar devices used to raise or lower workers
- f. Self-propelled vehicles not described above with the following types of permanently attached equipment:
- (1) Equipment designed primarily for
    - (a) snow removal;
    - (b) road maintenance, but not construction or resurfacing;
    - (c) street cleaning.
  - (2) Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers
  - (3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment
- g. Other commercial vehicles maintained primarily for purposes other than the transportation of persons or cargo

2. Farm Equipment

Farm equipment includes farm tractors, harvesting combines, power driven lawn mowers, and other self-propelled farm equipment used for farming purposes.

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

1. Equipment Owned and Leased for Six Months or Longer

Multiply the trucks, tractors, and trailers base rates displayed on the rate schedules by the following factor:

Mobile Equipment	Farm Equipment
1.000	0.150

2. Equipment Leased for Less than Six Months

Refer to Rule 2.

D. Endorsements

If the policy covers mobile equipment or farm equipment subject to compulsory insurance, financial responsibility, or other motor vehicle insurance laws, attach the Changes in Coverage Forms—Mobile Equipment Subject to Motor Vehicle Insurance Laws endorsement.

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