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ca. 5/2/76

THE WHITE HOUSE
WASHINGTON

TO: JIM CANNON

FROM: MIKE DUVAL

For your information _____



Comments:

Re: No-Fault

Attached is a copy of the state activity summary I prepared and the back-up material.

The summary will be in the President's decision memo. I am sending this detailed package to you in response to your comments this morning.

Mike

Status of State Action on No-Fault Auto Insurance

Sixteen states, plus Puerto Rico, have enacted no-fault automobile insurance laws that meet the tough definition adopted by the Department of Transportation.

To qualify under the Department's definition of no-fault, the state law must have two essential elements: (1) the substitution (not simply the addition of) "first party, no-fault"* insurance for third party liability insurance; (2) some significant degree of restriction on tort recovery.

The following have such a law:

| | |
|---------------|--------|
| Puerto Rico | (1969) |
| Massachusetts | (1970) |
| Florida | (1971) |
| New Jersey | (1972) |
| Michigan | (1972) |
| Connecticut | (1972) |
| New York | (1973) |
| Utah | (1973) |
| Kansas | (1973) |
| Nevada | (1973) |
| Hawaii | (1973) |
| Colorado | (1973) |
| Georgia | (1974) |
| Minnesota | (1974) |
| Kentucky | (1974) |
| Pennsylvania | (1974) |
| North Dakota | (1975) |

There are, however, vast differences among the laws adopted in the above states in terms of benefit levels, tort threshold and other factors.

These laws cover over 42% of all licensed drivers and will rise to well over 50% if California passes a no-fault law. However, only the Michigan law (covering 5.7% of drivers) conforms with all the standards in the DOT proposed federal law.

Nine other states have adopted auto insurance reform, which are sometimes called "no-fault". In some cases, these plans require that first party insurance be carried by drivers in addition to

* "First party" means that there should be a contractual relationship between the victim and his insurer as to the kind and amount of benefits to be received. "No-fault" means that the loss is not to be shifted by inter-insurer subrogation according to the existing loss transfer rules of tort liability.

liability insurance and in other cases the law simply provides that no-fault be offered to the driver at his option. None of the plans restrict the right to sue and in most cases there is no restriction against the victim collecting from both his own first party insurance and the party at fault by suing in court. The following states fall into this category:

| | |
|----------------|--------|
| Delaware | (1971) |
| Oregon | (1971) |
| South Dakota | (1971) |
| Maryland | (1972) |
| Virginia | (1972) |
| Wisconsin | (1972) |
| Arkansas | (1973) |
| Texas | (1973) |
| South Carolina | (1974) |

Outlook

Every State legislature has had no-fault reform before it at least once. Illinois enacted a no-fault law in 1971, but that was later declared unconstitutional. A no-fault law was passed by the legislature in New Hampshire but was vetoed by the Governor.

Most states not having no-fault will consider proposals during this year's legislative session. Maine and North Carolina may pass no-fault laws this year but it is not likely that they will meet the DOT standards.

California is the key state in terms of the number of licensed drivers covered and there is likelihood that action by California would set a trend. Many other western states would be likely to follow California's lead if action is taken. Due to a change in the leadership in the California legislature the no-fault bills are moving slowly but nevertheless there is movement and considerable behind the scenes activity. No one can predict when California will act but the prospects for action this year are good.



OFFICE OF THE SECRETARY OF TRANSPORTATION

WASHINGTON, D.C. 20590

April 30, 1975

MEMORANDUM FOR MICHAEL RAOUL-DUVAL
Associate Director, Domestic Council
The White House

SUBJECT: No-Fault Insurance

Pursuant to your inquiry earlier today about the proportion of drivers covered within the 16 States having some form of true first party no-fault plan, I thought the attached detail might be helpful to you. The point of the categorization in the table is to highlight the fact that many of the States which do have such plans fall woefully short of what the Administration was looking for when it made its recommendations in 1971.

A handwritten signature in dark ink, appearing to read "R. F. Walsh", is centered on the page.

Richard F. Walsh

Acting Director

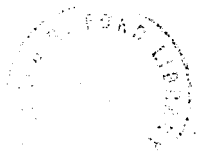
Office of Transportation Policy Development

Attachment:
as noted above

cc: William T. Coleman, Jr.
John W. Barnum

Analysis of No-Fault Auto Coverage by State
and By Percent of All U. S. Drivers Covered

| | <u>Percent of All U. S. Drivers Covered (%)</u> |
|--|---|
| <u>States Meeting DOT Standards</u> | |
| Michigan | 5.7% |
| <u>Other States With Relatively High Benefit Levels (i. e., more than \$10,000 per person)</u> | |
| Colorado | 1.0% |
| Hawaii | .4 |
| Minneapolis | 1.9 |
| Nevada | .3 |
| New Jersey | 4.1 |
| New York | 9.2 |
| Pennsylvania | 6.0 |
| Subtotal* | <u>22.6%</u> |
| <u>States With Low Benefit Levels (i. e., \$10,000 or less per person)</u> | |
| Florida | 4.3% |
| Kansas | 1.0 |
| North Dakota | .3 |
| Utah | .4 |
| Connecticut | 1.6 |
| Georgia | 2.2 |
| Massachusetts | 2.9 |
| Kentucky | 1.2 |
| Subtotal* | <u>13.7%</u> |
| Grand Total | <u>42.0%</u> |



*Note: Detail may not add to totals due to rounding.

(1)

NO-FAULT AUTOMOBILE INSURANCE

State-By-State Analysis

Originally appearing as a controversial theory to correct the inequities of the traditional automobile reparations system, no-fault Automobile insurance, in one form or another, has become law in 23 states. The impetus for such legislation originated at the Federal level, with recommendations that the individual states enact their own laws. Massachusetts, the pioneer state, enacted the first such law in January, 1971 and, ever since, the concept has dominated insurance conversation and served as a chief subject of state legislation. But in spite of the sustained momentum, today, fewer than half* the states have passed no-fault Automobile insurance laws. As a consequence, attention is once again focused on Congress where Federal Bill S. 354 — which imposes Federal guidelines on the states and requires that no-fault legislation be enacted which complies with these guidelines — recently cleared the Senate. If ultimately signed into law, this Bill will give the states four years from the date of its enactment to pass complying no-fault legislation.

Though some still question the advantages no-fault Automobile insurance has over the traditional fault system, both insurers and consumers are responding favorably to the partial elimination of the "adversary relationship," which is achieved in most no-fault laws. Proponents of the no-fault system believe it to be far superior than the traditional reparations system in the fairness and speed in which it compensates the automobile accident victim — *on a first-party basis rather than on a third-party basis.*

The following pages represent an effort to analyze these laws on a state-by-state basis. Initially, the presentation of a state-by-state *chart* provides a quick, general reference to the various laws but additional pages will soon be presented for a more in-depth study of this insurance.

In view of the ever-changing nature of the insurance business — to which no-fault is no exception — a major effort will be made to keep the discussion up to date with timely and necessary revisions as they are warranted. Finally, a section on *court decisions* affecting no-fault insurance will be included to round out the discussion and signal any particular trends in court interpretation which may be developing.

In the following pages, two analysis charts are presented. The first concentrates on the 15 states which have enacted what are considered *modified* no-fault laws in that they *partially* eliminate the right to sue, but do not completely abrogate it. The second chart is comprised of the states which provide what is more accurately described as expanded Medical Payments and Disability Benefits plans. No-fault benefits are made available as additional first-party coverage, but there are no restrictions on the right to sue.

*Though fewer than half the states have enacted no-fault laws, the percentage of the population affected is estimated to be slightly above 50%.

(Continued on next page.)



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|-------------|----------------|---|---|
| Colorado | 4/1/74 | All except vehicles owned by the Federal government or state of Colorado; fire fighting vehicles, police ambulances and certain farm and construction machinery and equipment. Additionally, motorcycles, motorscooters, minibikes and snowmobiles are not considered motor vehicles and thus not subject to the law. | \$25,000 medical; \$25,000 rehabilitation; 100% of first \$125 gross income up to one year; \$15 a day for essential services up to one year; no coverage for funeral expenses but survivors' benefits of \$1,000 are covered. Income benefits are not paid in the event of death. (Options for higher coverage and a \$100 deductible are available.) No provision for Property Damage coverage. |
| Connecticut | 1/1/73 | Private passenger vehicles. | \$5,000 aggregate, inclusive of medical and hospital expenses; 85% loss of income up to \$200 a week; essential services coverage with no particular limitation other than the \$5,000 aggregate; \$2,000 funeral expenses; survivors' benefits. (Options for higher coverage are available.) No provision for Property Damage coverage. |



Modified No-Fault Laws

| Limitation on Right to Sue | Remarks |
|---|---|
| <p>Suit barred unless injury results in death, dismemberment, permanent disability or permanent disfigurement or unless expenses for medical and rehabilitation services exceed a <i>reasonable value</i> of \$500 or if lost earnings exceed one year. If expenses for any of the specific first party coverages exceed the benefits provided by law, the injured person may sue for the excess. Additionally, suit may be brought against the owner of a vehicle not subject to the law (motorcycle) or against a motorist who has failed to insure his vehicle. Finally, suit may be brought against a person who intentionally causes injury or against a manufacturer, distributor, etc., when an automobile accident arises out of a product defect for which they are responsible.</p> | <p>Benefits recoverable under no-fault coverage are reduced by benefits payable under Workmen's Compensation insurance. No-fault benefits are primary over Health insurance. No-fault benefits follow an insured wherever he drives in United States or Canada and nonresidents driving in Colorado must have coverage at least as extensive as the minimum provided by the Colorado law. Most insurance policies will provide this coverage for nonresidents.*</p> |
| <p>Suit barred unless injury results in death, permanent injury, fracture of a bone, permanent loss of a significant body function, loss of a body member or unless medical, rehabilitation or funeral expenses exceed \$400.</p> | <p>Benefits recoverable under no-fault coverage are reduced by benefits payable under Workmen's Compensation insurance. Law substituted comparative negligence for contributory negligence. Nonresidents driving in Connecticut automatically have the coverage of the Connecticut law.</p> |

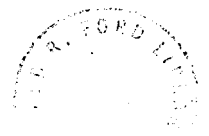
*Whether nonresidents—who are injured while driving outside their home state—are covered under the other state's no-fault law is an issue which many states have resolved. This is accomplished by requiring that all insurers authorized to write insurance in the no-fault state, stipulate that every policy the insurer writes—regardless of where it is issued—provide the coverage required by the no-fault state when a nonresident vehicle is in that state.



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|----------|----------------|--|--|
| Florida* | 1/1/72 | Private passenger vehicles. | \$5,000 maximum for medical expense; 85% loss of income; essential services reimbursement; \$1,000 funeral expenses. (Optional deductibles available.) Property Damage provision declared unconstitutional in July, 1973. |
| Georgia | 3/1/75 | All motor vehicles except motorcycles. | \$5,000 aggregate including \$2,500 medical; 85% loss of income up to \$200 a week; essential services coverage not to exceed \$20 a day; \$1,500 maximum (subject to the \$5,000 aggregate) for funeral expenses. (Options for higher coverage available.) No provision for Property Damage coverage. |

*Florida's supreme court recently upheld the constitutionality of the Bodily Injury section of the law and at the same time strengthened its bar against tort liability actions. The court erased a provision in the law which allowed suit if an accident resulted in permanent disfigurement, permanent injury, fracture of a weight bearing bone, loss of body function or death. Now, only if injury results in death or if medical expenses exceed \$1,000 can the injured person resort to the use of tort liability.



Modified No-Fault Laws

| Limitation on Right to Sue | Remarks |
|---|---|
| <p>Suit barred unless injury results in death, or if medical expenses exceed \$1,000.</p> | <p>No-fault benefits are excess over any amount paid under Workmen's Compensation insurance. No-fault coverage follows an insured wherever he drives. Nonresidents, unless passengers in an insured vehicle, are not provided coverage, unless their insurers provide automatic no-fault coverage when vehicle is in a no-fault state. (Otherwise, after 90 days, motorist must obtain coverage.)</p> |
| <p>Suit barred unless injury results in death, disfigurement, permanent disability, dismemberment, any bone fracture or unless medical expenses exceed \$500 or temporary disability exceeds 10 consecutive days.</p> | <p>No-fault benefits are <i>not</i> reduced by any Workmen's Compensation, Disability, hospitalization or wage loss benefits the insured is entitled to receive. Medical Payments and Uninsured Motorists coverages are <i>excess</i> over no-fault coverage.</p> |

(Continued on next page.)



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|---------|----------------|---|--|
| Hawaii | 9/1/74 | All motor vehicles <i>including</i> motorcycles. | \$15,000 aggregate including medical and rehabilitation expenses; up to \$800 a month for loss of income; up to \$800 a month for essential services and survivors' loss; \$1,500 funeral expense. (Optional deductibles available.) No provision for Property Damage coverage. |
| Kansas* | 1/1/74 | Private passenger vehicles and commercial vehicles which do not have a K.C.C. permit. Motorcycles are optional. | \$2,000 medical expense; \$2,000 rehabilitation expense; 100% loss of income up to \$650 a month (85% if not subject to Federal income tax) subject to a one year time limit; \$12 a day for essential services incurred during the lifetime of the injured person but not to exceed 365 days after the date of the first expense; survivors' benefits not to exceed \$650 a month for one year less the number of months the decedent received work loss benefits prior to death; \$1,000 funeral expenses. (Options for higher coverage available.) No provision for Property Damage coverage. |

*The original Kansas no-fault law was declared unconstitutional, but shortly afterward, a new law was introduced. On appeal, the Kansas supreme court declared both laws constitutional but cited the new law as the better one.



Modified No-Fault Laws

| Limitation on Right to Sue | Remarks |
|--|---|
| <p>Suit barred unless injury results in death, significant, permanent loss of a body part or function, permanent, serious disfigurement, or if expenses exceed the medical-rehabilitative limit or if maximum first party benefits are exhausted. Also, if medical expenses exceed \$1,500, the injured party may sue. The threshold will be in effect for one year, after which time it will be reviewed.</p> | <p>No-fault benefits primary over Health insurance benefits.</p> |
| <p>Suit barred unless injury results in death, permanent disfigurement, fracture of a weight bearing bone, compound, comminuted, displaced or compressed fracture, loss of a body member, permanent loss of a body function or unless medical expenses reach or exceed a <i>reasonable value</i> of \$500.</p> | <p>No-fault benefits follow an insure wherever he drives in the United States or Canada and nonresidents driving in Kansas must have insurance which meets the requirements of the Kansas law. (Companies authorized to write insurance in the state must automatically provide that all policies, wherever issued, comply with the Kansas law when the vehicle is in that state.) Benefits received under no-fault are reduced by benefits payable under Workmen's Compensation insurance.</p> |

(Continued on next page.)



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|---------------|----------------|--|--|
| Kentucky* | 7/1/75 | Private passenger and commercial vehicles. | \$10,000 aggregate including medical expense; loss of income not to exceed \$200 a week; essential services; survivors' benefits; \$1,000 funeral expenses. (Optional deductibles and higher coverage available.) No provision for Property Damage coverage. |
| Massachusetts | 1/1/71 | All motor vehicles. | \$2,000 aggregate for medical, hospital and funeral expenses; up to 75% loss of income; essential services expense. |

*Kentucky's no-fault law is *optional* in that it can be rejected, in which case, the motorist would resort to the traditional fault system for recovery of medical expenses. In addition, the motorist could take the no-fault coverage without relinquishing the right to sue.



Modified No-Fault Laws

| Limitation on Right to Sue | Remarks |
|---|---|
| <p>Suit barred unless injury results in death, disfigurement, dismemberment, permanent disability, serious bone fracture or unless medical expenses exceed \$1,000. Kentucky's law is optional and insured may purchase basic no-fault benefits and still retain first dollar right to sue.</p> | |
| <p>Suit barred unless injury results in death, disfigurement, loss of sight or hearing, fracture or unless medical expenses exceed \$500.</p> | <p>Law provides for three Physical Damage options under Property Protection insurance: rejection of coverage; all risks coverage which is comparable to standard Collision coverage; restricted coverage, payable only when the other driver is considered primarily negligent. An amendment to Property Protection insurance, effective January 1, 1974, requires that an insured who elects either the <i>all risks</i> or restricted coverage has the option of recovering full payment without regard to comparative negligence or any deductible, provided that the insured's negligence is 50% or less. Persons entitled to Workmen's Compensation benefits are not entitled to no-fault benefits. Medical Payments and Uninsured Motorists coverage provide protection for out-of-state accidents.</p> |

(Continued on next page.)



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|-----------|----------------|---|--|
| Michigan* | 10/1/73 | All motor vehicles except two-wheeled motorcycles. | Unlimited medical and rehabilitation expenses; 85% loss of income not to exceed \$1,000 a month for three years; \$20 a day for up to three years for essential services; survivors' benefits not to exceed \$1,000 a month for up to three years; \$1,000 funeral expenses. Combined benefits for income loss, essential services and survivors' benefits are limited to \$36,000 and three years. (Optional deductible available.) |
| Minnesota | 1/1/75 | All motor vehicles. Motorcycles are exempt but basic coverage must be offered to the owners of motorcycles. | \$20,000 medical expenses; \$10,000 for other economic loss including; 85% loss of income not to exceed \$200 a week; \$15 a day for essential services; \$1,250 for death benefits. (Optional deductibles available.) No provision for Property Damage coverage. |

*A Michigan circuit court recently rendered an opinion that the no-fault law's basic Personal Injury Protection coverage is constitutional. The court did, however, declare six areas of the law unconstitutional, including the property damage section. The opinion is not binding and a judgment on this matter is expected soon.



Modified No-Fault Laws

| Limitation on Right to Sue | Remarks |
|--|---|
| <p>Suit barred unless injury results in death, serious impairment or body function, permanent serious disfigurement or when actual economic loss exceeds the benefits provided by the law. (If expenses exceed \$1,000 a month, injured person can sue to recover the excess.) There is no dollar-amount threshold which is one of the reasons Michigan's law is the most liberal to date.</p> | <p>Property Protection insurance provides a \$1,000,000 limit for damage to a properly parked vehicle or fixed property such as a building. This provision eliminates fault recovery for damage to a vehicle unless it is properly parked. Two variations of standard Collision coverage are offered; a broadened form and a limited form, the latter form applying only when the other driver is at fault. (The Property Damage provision is one of the six areas of the law which is believed to be unconstitutional. See footnote.) Benefits payable by Federal or state laws such as Social Security or Workmen's Compensation insurance are primary and are subtracted from benefits recoverable under the no-fault coverage. Presently, the insured has the option of making his Health insurance primary but duplication of benefits is also permitted. Benefits follow an insured wherever he drives in the United States or Canada and nonresidents driving in Michigan are covered if their insurers have certified that their policies comply with the Michigan law.</p> |
| <p>Suit barred unless injury results in death, permanent injury or disfigurement, disability of more than 60 days or unless medical expenses exceed \$2,000.</p> | |

(Continued on next page.)



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|------------|----------------|---|--|
| Nevada | 2/1/74 | All motor vehicles except motorcycles, government vehicles and vehicles subject to the licensing requirements of the Interstate Highway User Act which are not based in the state. Vehicles owned by persons eligible for Medicare are exempt but basic coverage must be offered to them. | \$10,000 aggregate for medical and rehabilitation expenses; 85% loss of income not to exceed \$175 a week; \$18 a day for up to 104 weeks for essential services (not recoverable if injured person collects loss of income benefits); survivors' benefits of \$5,000 or the amount the insured would have recovered for income loss benefits for one year had he survived, whichever is greater; \$1,000 funeral expenses. (Optional higher coverage and deductibles available.) No provision for Property Damage coverage. |
| New Jersey | 1/1/73 | Private passenger vehicles including pick-up, delivery sedan or panel truck type vehicles owned by an individual and not customarily used in the business, profession or occupation of the insured, except in farming operations. | Unlimited medical and hospital expenses; \$100 a week loss of income with a maximum of \$5,200; \$12 a day essential services with a maximum of \$4,380, performed by an injured non-wage earner; \$1,000 funeral expenses. (Optional higher coverage is available.) No provision for Property Damage coverage. |



Modified No-Fault Laws

| Limitation on Right to Sue | Remarks |
|--|---|
| <p>Suit barred unless injury results in death, chronic or permanent injury, permanent partial or permanent total disability, disfigurement, more than 180 days of inability to work, fracture of a major bone, dismemberment, permanent loss of a body function or unless medical expenses exceed \$750. Also, when expenses for any one of the benefits provided by the law exceed the individual benefit limit, the injured person may sue for the excess. For example, if an injured person's income loss exceeds the \$175 weekly maximum provided by the law, he can sue for that portion which is not recovered.</p> | <p>No-fault benefits are reduced by benefits payable under Social Security or Workmen's Compensation insurance.</p> <p>Coverage follows the insured wherever he drives in the United States, Canada or Mexico. Nonresidents driving in Nevada are entitled to no-fault benefits if they have a complying policy in effect.</p> |
| <p>Suit barred unless injury results in death, permanent, significant disfigurement, permanent loss of any body function, loss of a body member or unless medical expenses — for <i>actual treatment only</i> — exceed \$200 (exclusive of hospital expenses, x-rays and other diagnostic expenses).</p> | <p>Benefits received under Workmen's Compensation laws, Disability Benefits statutes or Medicare are deducted from no-fault recoveries.</p> <p>Benefits follow the insurer wherever he drives in the United States or Canada but nonresidents driving in New Jersey are not entitled to no-fault benefits under the New Jersey law.</p> |

(Continued on next page.)



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|--------------|----------------|--|---|
| New York | 2/1/74 | All motor vehicles, including fire and police vehicles but excluding motorcycles. | \$50,000 aggregate for medical, hospital and rehabilitation expenses (funeral expenses not included); up to \$1,000 a month loss of income for as long as three years; after a 20% reduction to reflect income tax, the most an injured person can collect is \$800 a month; \$25 a day for one year for essential services. (Options for higher coverage, including funeral expenses, out-of-state coverage and a family deductible are available.) No provision for Property Damage coverage. |
| Pennsylvania | 7/19/75 | All motor vehicles. Owners of motorcycles required to carry Automobile Liability insurance and contribute to assigned claims plan. No-fault benefits do not apply, but motorcycle owner retains first-dollar right to sue. | Unlimited medical expenses; \$15,000 loss of income. No provision for Property Damage coverage. |
| Utah | 1/1/74 | All motor vehicles except motorcycles. | \$2,000 medical expenses; 85% of loss of income not to exceed \$150 a week for as long as 52 weeks (payments subject to a three day waiting period unless inability to work exceeds 14 days at which time the waiting period is eliminated); \$12 a day for essential services; \$1,000 funeral expenses; \$2,000 survivors' benefits. (Options for higher coverage and deductibles are available.) No provision for Property Damage coverage. |



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|--------------|----------------|--|---|
| New York | 2/1/74 | All motor vehicles, including fire and police vehicles but excluding motorcycles. | \$50,000 aggregate for medical, hospital and rehabilitation expenses (funeral expenses not included); up to \$1,000 a month loss of income for as long as three years; after a 20% reduction to reflect income tax, the most an injured person can collect is \$800 a month; \$25 a day for one year for essential services. (Options for higher coverage, including funeral expenses, out-of-state coverage and a family deductible are available.) No provision for Property Damage coverage. |
| Pennsylvania | 7/19/75 | All motor vehicles. Owners of motorcycles required to carry Automobile Liability insurance and contribute to assigned claims plan. No-fault benefits do not apply, but motorcycle owner retains first-dollar right to sue. | Unlimited medical expenses; \$15,000 loss of income. No provision for Property Damage coverage. |
| Utah | 1/1/74 | All motor vehicles except motorcycles. | \$2,000 medical expenses; 85% of loss of income not to exceed \$150 a week for as long as 52 weeks (payments subject to a three day waiting period unless inability to work exceeds 14 days at which time the waiting period is eliminated); \$12 a day for essential services; \$1,000 funeral expenses; \$2,000 survivors' benefits. (Options for higher coverage and deductibles are available.) No provision for Property Damage coverage. |



State-By-State Modified No-Fault Laws

| State | Effective Date | Vehicles Included | Basic Coverage |
|--------------|----------------|--|---|
| New York | 2/1/74 | All motor vehicles, including fire and police vehicles but excluding motorcycles. | \$50,000 aggregate for medical, hospital and rehabilitation expenses (funeral expenses not included); up to \$1,000 a month loss of income for as long as three years; after a 20% reduction to reflect income tax, the most an injured person can collect is \$800 a month; \$25 a day for one year for essential services. (Options for higher coverage, including funeral expenses, out-of-state coverage and a family deductible are available.) No provision for Property Damage coverage. |
| Pennsylvania | 7/19/75 | All motor vehicles. Owners of motorcycles required to carry Automobile Liability insurance and contribute to assigned claims plan. No-fault benefits do not apply, but motorcycle owner retains first-dollar right to sue. | Unlimited medical expenses; \$15,000 loss of income. No provision for Property Damage coverage. |
| Utah | 1/1/74 | All motor vehicles except motorcycles. | \$2,000 medical expenses; 85% of loss of income not to exceed \$150 a week for as long as 52 weeks (payments subject to a three day waiting period unless inability to work exceeds 14 days at which time the waiting period is eliminated); \$12 a day for essential services; \$1,000 funeral expenses; \$2,000 survivors' benefits. (Options for higher coverage and deductibles are available.) No provision for Property Damage coverage. |

Modified No-Fault Laws

| Limitation on Right to Sue | Remarks |
|--|---|
| <p>Suit barred unless injury is <i>serious</i>. Serious injury is defined as personal injury which results in death, dismemberment, significant disfigurement, a compound or comminuted fracture, permanent loss of use of a body organ, member, function or system or where medical expenses exceed \$500. Additionally, when the combination of medical expenses, lost earnings and other expenses exceed the \$50,000 maximum provided by the law, or when actual lost earnings, before the 20% reduction, exceed \$1,000 a month or where other expenses exceed \$25 a day, the injured person may sue for the excess.</p> | <p>Benefits received under Workmen's Compensation or Social Security laws are deducted from no-fault benefits. Medical Payments coverage is <i>excess</i> over no-fault coverage.</p> <p>Out-of-state coverage is not automatic but is available as an option. Nonresidents driving in New York are required to have the basic no-fault protection provided under the New York law and automatically have this coverage if their insurers are authorized to write insurance in New York.</p> |
| <p>Suit barred unless injury results in death, serious and permanent injury, 60 days of continuous disability and permanent, severe and irreparable cosmetic disfigurement, or unless medical expenses exceed \$750.</p> | <p>Automobile Liability insurance with limits of \$15,000/30,000 Bodily Injury and \$5,000 Property Damage is now mandatory.</p> <p>Pennsylvania motorists have the no-fault benefits anywhere in the United States. If nonresidents are without no-fault benefits through their own policies, they are entitled to benefits under Pennsylvania's law. No-fault benefits reduced by benefits recoverable under Workmen's Compensation insurance. Insured has option of making Health benefits or no-fault benefits primary with a reduction in premium for the coverage not chosen.</p> <p>Uninsured injured person entitled to recover under assigned claims plan — subject to \$500 deductible for each year uninsured.</p> |
| <p>Suit barred unless injury results in death, dismemberment or fracture, permanent disability, permanent disfigurement or unless medical expenses exceed \$500.</p> | <p>Benefits received under Workmen's Compensation insurance are deducted from benefits recoverable under no-fault insurance.</p> <p>Out-of-state coverage is available as an option. Nonresidents driving in Utah must secure insurance providing the benefits of the law if the vehicle is present in the state for more than 90 days.</p> |

1974

Expanded Medical Payments And Disability Benefits Plans

Since these plans provide no-fault benefits in the form of additional first-party coverage, but do not in any way restrict the right to sue, they are often referred to as *Add-On* No-Fault laws. The fact remains that the use of tort liability is not impaired, and hence, the laws, for purposes of this discussion, are classed as Expanded Medical Payments and Disability Benefits plans rather than Modified No-Fault plans. The Modified No-Fault plans are discussed on Nof-1 and following.

The Add-On plans of Arkansas, South Dakota, Texas and Virginia are voluntary programs where the insured can reject no-fault benefits, but must do so in writing. Oregon's plan is voluntary, but no-fault benefits must be provided in liability policies covering private passenger vehicles.

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Expanded Medical Payments And Disability Benefits Plans

| State | Effective Date | Vehicles Included | Basic Coverage |
|----------|----------------|-----------------------------|---|
| Arkansas | 7/1/74 | Private passenger vehicles. | \$2,000 for medical and hospital expenses up to 24 months (hospital room charge limited to semi-private rate); 70% of income loss not to exceed \$140 a week for up to one year, subject to an eight day waiting period; \$70 a week to non-income earner for essential services for up to one year, also subject to eight day waiting period; \$5,000 death benefit. (Optional higher coverage available.) |
| Delaware | 1/1/72 | All motor vehicles. | \$10,000 per person, \$20,000 aggregate for medical and hospital expenses, income loss and essential services expense; \$2,000 funeral expenses and \$5,000 for damage to property other than a motor vehicle. (Options for deductibles and higher coverage available.) |



Add-On Plans

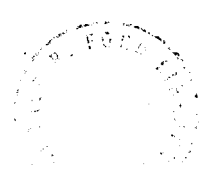
| Limitation on Right to Sue | Remarks |
|--|---|
| <p>No restriction, but in the event of a liability recovery by the insured, the insurer paying no-fault benefits is entitled to reimbursement—to the extent of these benefits—from the proceeds of the liability settlement.</p> | <p>Coverage applies to occupants of the insured vehicle and to pedestrians struck by the insured vehicle, provided they are not covered as insureds under their own policy. Intentional injury and injury sustained while committing a felony or while fleeing lawful apprehension or arrest are excluded.</p> |
| <p>No restriction, but no-fault insurer has right of subrogation against negligent party.</p> | <p>Coverage applies to occupants of the insured vehicle. Pedestrians are covered by the insurer of the vehicle which strikes them. If the vehicle is uninsured, coverage provided under their own Uninsured Motorists insurance. Coverage for property damage, including loss of use, also is provided under the Uninsured Motorists provision. The Property Damage coverage is subject to a deductible of at least \$250. Intentional injury or injury sustained through participation in a racing or speed contest is excluded.</p> |

(Continued on next page.)



Expanded Medical Payments And Disability Benefits Plans

| State | Effective Date | Vehicles Included | Basic Coverage |
|----------|----------------|---|--|
| Maryland | 1/1/73 | All motor vehicles, optional for motorcycles. | \$2,500 aggregate for medical, hospital and funeral expenses; loss of income; and loss of services which are incurred within three years of the date of accident. Insured has the option of purchasing equivalent benefits from a non-profit health service plan. (Options for higher coverage available.) |
| Oregon | 1/1/72 | Private passenger vehicles; motorcycles excluded. | \$3,000 for medical and hospital expenses (deductibles up to maximum of \$250 available but only apply to named insured and resident relatives); 70% of income loss subject to a 14 day waiting period and maximum of \$500; loss of services of \$12 a day for persons not employed who incur expenses. |



Add-On Plans

| Limitation on Right to Sue | Remarks |
|---|--|
| No restriction. | Coverage applies to occupants of the insured vehicle. Pedestrians recover from the vehicle owner's policy — unless no-fault benefits are not in effect, in which case the injured party recovers from his own policy. No reduction for benefits received from any other source, except Workmen's Compensation insurance. Insurer has no right of subrogation. Intentional injury, injury sustained while using a stolen vehicle or while committing a felony are excluded. |
| No restriction, but any liability recovery is subject to reduction by amount of no-fault benefits paid. | Coverage applies to named insured and resident relatives and also to occupants of the insured vehicle and to pedestrians struck by it. Intentional injury or injury sustained while participating in racing or speed contests are excluded. No-fault benefits reduced by benefits payable under Workmen's Compensation insurance. Coverage of guest passengers and pedestrians is excess over any other collateral benefits. Comparative negligence substituted for contributory negligence. |

(Continued on next page.)



Expanded Medical Payments And Disability Benefits Plans

| State | Effective Date | Vehicles Included | Basic Coverage |
|----------------|----------------|--|--|
| South Carolina | 10/1/74 | All motor vehicles. | \$1,000 aggregate for medical expenses, disability and economic loss. (Optional higher limits available.) |
| South Dakota | 1/1/72 | All motor vehicles except motorcycles. | \$2,000 medical and funeral expenses; minimum of \$60 a week for loss of income for up to one year, subject to a 50% reduction if insured is unemployed; \$10,000 accidental death benefits. |



Add-On Plans

| Limitation on Right to Sue | Remarks |
|--|---|
| <p>No restriction, but in the event of a tort liability recovery, insurer is entitled to reimbursement for the amount of no-fault benefits paid.</p> | <p>A reinsurance facility — which provides coverage equal to that of the voluntary market, including Uninsured Motorists coverage — replaces the Assigned Risk plan.</p> <p>Automobile Liability insurance is mandatory with limits of \$15,000/30,000 Bodily Injury and \$5,000 Property Damage.</p> <p>There is also a provision for an assigned claims plan. No-fault benefits are reduced by benefits payable under Workmen's Compensation insurance.</p> |
| <p>No restriction.</p> | <p>Duplicate payments from other sources permitted.</p> |



Expanded Medical Payments And Disability Benefits Plans

| State | Effective Date | Vehicles Included | Basic Coverage |
|----------|----------------|---------------------|---|
| Texas | 8/27/73 | All motor vehicles. | \$2,500 aggregate including medical, hospital and funeral expenses incurred within three years of date of accident; 80% of income loss; loss of services with no limitation other than the limit of the policy. (Options for higher coverage up to \$10,000 available.) |
| Virginia | 1/1/72 | All motor vehicles. | \$2,000 for medical and funeral expenses; up to \$100 a week for loss of income for one year. |

Add-On Plans

| Limitation on Right to Sue | Remarks |
|--|--|
| No restriction, but an insurer which has paid no-fault benefits to an occupant of the insured vehicle is entitled to an offset against any liability recovery by such occupant, to the extent of no-fault benefits paid. | Coverage applies to the named insured, resident relatives and occupants of the insured vehicle. Insurer has no right of subrogation. No reduction for benefits payable under Workmen's Compensation insurance or any other source of medical, hospital or wage continuation benefits; but recovery under Bodily Injury Liability or Uninsured Motorists coverage is reduced by benefits received under no-fault Automobile coverage. Intentionally caused injury or injury sustained while committing a felony or while fleeing lawful apprehension or arrest is excluded. |
| No restriction. | |



(2)

**AUTOMOBILE INSURANCE PRICES
UNDER THE NO-FAULT SYSTEM**

**A Report to Governor Hugh L. Carey and
the New York State Legislature**

January 15, 1975



NEW YORK INSURANCE DEPARTMENT

**Two World Trade Center
New York, New York 10047**

**324 State Street
Albany, New York 12210**



AUTOMOBILE INSURANCE PRICES UNDER THE NO-FAULT SYSTEM

New York's no-fault automobile insurance law, which was enacted in February, 1973, became applicable on February 1, 1974, to motor vehicle accidents occurring in New York.

The two basic features of the law are that:

- each automobile insurance policy is required to provide benefits of up to \$50,000 in medical expenses and wage losses for any person injured by the auto regardless of fault; and
- an injured person, in exchange for the guaranteed payment of basic losses, loses his right to sue for "pain and suffering" unless he suffers a serious injury.

The law contained many other provisions, which further defined these basic features, expressed other related no-fault purposes, and required the Insurance Department to take various administrative actions to fully implement the new no-fault system.

On October 10, 1974, the Insurance Department issued a report entitled, "Implementation of the No-Fault Automobile Insurance Law." That report concluded that no-fault was performing "the way its sponsors (including the Insurance Department) said it would," and that "the initial implementation of the no-fault law was accomplished with remarkably few problems, and no major unanticipated problems have arisen during the first eight months of its operation."



This report is the second of three annual reports on the price of automobile insurance under no-fault. It is submitted pursuant to Section 677(3) of the Insurance Law, which requires the Department, on or before January 15, 1974, 1975 and 1976, to report to the Governor and the Legislature on the prices insurance companies charge for automobile personal injury insurance coverages.

One of the objectives of the no-fault law was to bring about substantial savings in the prices paid by New Yorkers for automobile personal injury insurance. To accomplish this objective, the law required, among other things, that (i) certain reductions in rates be made at the inception of the no-fault system, (ii) rates be filed with and approved by the Insurance Department, and (iii) three annual reports on prices and personal injury insurance be made to the Governor and the Legislature.

The second no-fault price report follows.

Legislation Enacted in 1974 Affecting Auto Insurance Rates

On January 29, 1974, the Insurance Department issued a report entitled, the "Impact of the Energy Crisis on Automobile Insurance Rates." In that report, the Department recommended the enactment of legislation to assure that automobile insurance policyholders, rather than insurance companies, would benefit from any lower loss experience that may result from the energy crisis.

Legislation recommended by the Department became law on May 23, 1974. Among other things, the new "energy crisis" legislation provided that:



- Insurance Department prior approval will not be required for any rate change which would result in rate levels lower than those in effect on February 1, 1974; and
- the Insurance Department would not approve any increase in rate levels above those in effect on February 1 to take effect prior to September 1, 1974.

In other words, automobile insurance rate increases were prohibited by the new law until September 1, 1974. In addition, the law also encouraged insurance companies to lower their rates voluntarily, by permitting reductions from February 1, 1974 rate levels without Insurance Department approval, and by allowing a subsequent restoration of such decreases (but no increase beyond February 1, 1974 levels) without prior approval.

Department Rate Revision Policy Since September 1, 1974

After September 1, 1974, all rate increases became subject to the Department's prior approval, although under the "energy crisis" law rate decreases can be instituted without Department action.

Since September 1, 1974, the Department has received and approved a number of rate increases for automobile physical damage coverages, where the increase was properly supported by credible experience. Because the no-fault law does not apply to property damage, loss experience prior to the no-fault law can be used for supporting these rate changes.



The Department has not approved, however, any rate increases for bodily injury liability and no-fault insurance coverages and will not approve any until meaningful and fully supported no-fault experience is available. Pre-no-fault experience cannot be relied upon to support rate changes for these coverages, because the underlying system has been radically changed by no-fault.

Initial Rates and Savings

On October 17, 1973, the Department issued regulations establishing general rules applicable to rates for basic and optional no-fault coverages. Thereafter, the Department received and processed rate filings from all companies. On January 15, 1974, as required by law, the Department filed with the Governor and the Legislature a report on "Price Reductions Resulting from Enactment of No-Fault Insurance".

The results, comparing rates for personal injury insurance in effect on January 1, 1973 with those in effect on February 1, 1974, were as follows:

- for basic personal injury insurance, where the statute required a 15% reduction, the actual reduction averaged more than 19%;
- for all kinds of personal injury insurance, including optional as well as basic coverage, the average actual reduction was about 13%;
- in dollar terms, New Yorkers would save about \$100 million annually based on the actual no-fault rates; and



-- the "average" driver would save about \$15 annually on each vehicle.

The report pointed out that the annual savings for a particular individual would range widely from this "average", depending on where he lived, the company he was insured with, the kind of coverage he bought and many other factors. The report contained a pre-and post-no-fault listing of premiums charged by the 15 largest companies and the automobile assigned risk plan for "typical" drivers purchasing various combinations of insurance and residing in different parts of the State. A total of 1,536 actual comparisons were shown.

The annual \$100 million savings achieved under no-fault include the cost of optional coverages. If no optional coverages were purchased, the annual savings on a statewide basis would have been \$130 million, about \$30 million more than the Insurance Department had predicted at the time of the law's enactment. The actual savings are \$100 million because New Yorkers have elected to spend a total of \$30 million for extra coverages.

Refunds

In addition to savings on policy renewals, some policyholders received refunds on existing policies. Policyholders who had purchased auto insurance prior to February 1, 1974 were entitled to receive a refund or credit in the amount of the difference between what they had already paid for the post-February 1 period and what they would have paid for such period based on the lower rates which took effect February 1.

The law provided that these refunds had to be made no later than the next renewal date of the policy. By Department regulation, they were required by the earliest of:

- a policyholder's specific request,
- June 1, 1974 for refunds greater than \$5, or
- the next renewal date of the policy.

New York policyholders have received approximately \$45 million in cash refunds or credits on auto policies in effect on February 1, 1974.

Although larger premium savings than expected resulted from the law, there has been some consumer confusion because many have failed to distinguish between annual savings, and refunds or credits on policies in existence at the time no-fault went into effect.

This distinction can be illustrated by considering the example of a policyholder who purchased a policy for a one-year period beginning May 1, 1973 for a premium of \$100. Based on one company's no-fault rates, his renewal premium on May 1, 1974 was \$84, an annual savings of \$16.

This policyholder also received a refund, since he had paid for the quarter-year period from February 1, to May 1, 1974 at the old, pre-no-fault rate of \$100. The refund was one-fourth of the annual \$16 savings, or \$4. This example illustrates that, in cases where policies expired shortly after February 1 or were issued on a semi-annual or quarterly basis, refunds may have been small, even though annual savings are substantial.

No-Fault Rate Changes Since February 1

As noted earlier, no-fault insurance rates have not increased since no-fault's advent in February 1974.

However, there have been additional rate reductions, with 15 automobile carriers having reduced personal injury insurance premiums for some or all of their policyholders. These downward rate revisions had an approximate 1/2% effect on the total statewide rate level. Put another way, New York policyholders will realize a further annual premium savings of some \$3,000,000 in addition to the savings resulting from the initial no-fault rate reductions. The private passenger auto insurance reductions made by these 15 insurance companies are as follows:

| <u>Company's Share of Market</u> | | <u>Effective Date</u> | <u>Rate Level Reduction</u> |
|--------------------------------------|-----------------------|---------------------------|---------------------------------|
| 5.0% | Aetna C & S | 2/1/74* | 3.0% |
| 1.5% | Allcity Insurance | 4/1/74 | 4.3% |
| - | City Insurance Co. | 4/1/74 | 2.0% |
| 2.4% | Empire Mutual | 4/1/74 | 3.5% |
| 1.7% | Utica Mutual | 4/1/74 | 2.2% |
| .7% | Country-Wide | 5/1/74 | 4.5% |
| 2.3% | Liberty Mutual Fire | 6/1/74 | 1.2% |
| - | N.Y. Central Mutual | 6/15/74 | 15.0% |
| 5.4% | Hartford A & I | 8/1/74 | .5% |
| .9% | Unigard Jamestown | 8/26/74 | .7% |
| .5% | Public Service | 9/1/74 | 7.5% |
| 2.1% | Royal Globe Companies | 9/1/74 | 1.1% |
| 1.2% | General Accident | 9/24/74 | .6% |
| .9% | Reliance Insurance | 10/1/74 | 2.8% |
| .8% | Aetna Insurance Co. | 12/31/74 | 1.7% |

* This "car-pool" rate reduction, was initiated by the company subsequent to its "go-in" no-fault rate application, and was put into effect along with the initial no-fault rate reduction.



Although the noted reductions are expressed as a percentage of the companies' total personal injury premiums, most of these rate changes affected only some of the policyholders of these companies. Only five companies - Hartford and Utica Mutual (the 2nd and 12th largest auto insurers in the State), and the Aetna Insurance Company, Public Service Mutual and Reliance Insurance Company - have instituted general rate reductions affecting most or all of their policyholders. The remaining reductions consist of changes in rating rules and classifications which generally do not affect most policyholders. Among the reasons for these adjustments are favorable loss experience before the no-fault law became effective and some anticipated savings due to reduced driving caused by the energy crisis. No insurer has yet reduced its personal injury rates because of realized favorable no-fault results. Normally, reliable insurance statistics usable for rate making purposes do not become available for six months after the close of the calendar year.

Related No-Fault Savings

The no-fault law provides that no-fault benefits are payable regardless of the existence of other insurance or benefits -- such as Blue Cross or Blue Shield, major medical insurance, disability income insurance, or sick pay or sick leave granted by an employer.

The only exceptions are Social Security disability benefits (the federal program that provides a disability benefit six months after a disability occurs) and workmen's compensation. No-fault benefits will be paid only for what is not covered by workmen's compensation or Social Security disability benefits.

Most New Yorkers have health insurance coverages which duplicate benefits provided by no-fault. If this duplication were entirely eliminated, New Yorkers' health insurance premiums would be reduced by approximately \$75 million a year. (This, of course, would be in addition to the savings already realized on automobile insurance.)

To help realize this potential, the Department has notified all insurers licensed to write accident, health and disability insurance that non-duplication of health insurance and no-fault insurance benefits should be encouraged, and had prepared for their use a standard exclusion clause. The exclusion of no-fault benefits must be accompanied by either a rate reduction or a commensurate increase in other benefits.

The Department has also required non-profit health carriers (such as Blue Cross and Blue Shield plans) to exclude duplication of no-fault automobile insurance benefits from their community-rated health insurance contracts by February 1, 1975, except where duplication is specifically requested by the policyholder. The elimination of this benefit duplication should reduce health insurance premiums charged by these carriers by about 2.5%.

Rate Comparisons

As in last year's report, this report shows the premiums charged in actual dollars for personal injury insurance on private passenger automobiles by the fifteen largest automobile insurance companies and the automobile assigned risk plan in selected geographical areas; for two types of drivers (the adult pleasure driver without accidents and the 20 year old male with one chargeable accident); and for drivers who purchase different



levels of coverage. Comparisons are made between rates charged as of January 1, 1975 and those charged on January 1, 1973 for different levels of coverage as follows:

-- minimum personal injury insurance.

This driver purchased the minimum compulsory limits of bodily injury liability insurance (\$10,000 per person and \$20,000 per accident) on January 1, 1973, and will purchase only 10/20 bodily injury and compulsory no-fault with a \$200 family deductible on January 1, 1975.

-- medium amount of insurance.

This driver purchased 25/50 bodily injury plus \$1,000 medical payments coverage on January 1, 1973, and will purchase 25/50 bodily injury plus \$1,000 excess medical payments plus compulsory no-fault without a deductible on January 1, 1975.

-- higher amount of insurance.

This driver purchased 100/300 bodily injury plus \$5,000 medical payments on January 1, 1973, and will purchase 100/300 bodily injury plus \$100,000 no-fault with work-loss benefits of up to \$2,000 per month for in-state and out-of-state driving on January 1, 1975.

The dollar prices and comparisons, which may be of interest to consumers who wish to compare prices charged by various companies, are contained on the following pages.



ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

BRONX COUNTY NORTH

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 80 | \$111 | \$102 | \$139 | \$122 | \$160 |
| Hartford | 97 | 112 | 123 | 146 | 157 | 175 |
| Aetna Casualty | 91 | 110 | 118 | 141 | 152 | 170 |
| Government Employees | 65 | 72 | 81 | 95 | 103 | 112 |
| Travelers | 94 | 114 | 117 | 144 | 148 | 171 |
| State Farm Mutual | 88 | 101 | 105 | 129 | 125 | 151 |
| Empire Mutual* | 81 | 102 | 99 | 132 | 126 | 154 |
| Liberty Mutual Fire | 78 | 99 | 99 | 124 | 127 | 145 |
| Nationwide Mutual | 84 | 96 | 104 | 124 | 126 | 144 |
| Merchants Mutual | 72 | 85 | 90 | 106 | 114 | 124 |
| Ins. Co. of North America | 90 | 111 | 112 | 139 | 142 | 163 |
| Lumbermens Mutual Casualty | 102 | 117 | 126 | 148 | 154 | 173 |
| Utica Mutual* | 77 | 114 | 93 | 142 | 119 | 167 |
| General Accident | 82 | 96 | 101 | 121 | 129 | 141 |
| Boston Old Colony | 84 | 101 | 105 | 126 | 132 | 148 |
| Assigned Risk | 79 | 89 | 103 | 121 | 126 | 133 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$223 | \$329 | \$277 | \$390 | \$328 | \$444 |
| Hartford | 244 | 281 | 310 | 368 | 378 | 442 |
| Aetna Casualty | 229 | 276 | 297 | 355 | 366 | 429 |
| Government Employees | 141 | 162 | 176 | 208 | 212 | 242 |
| Travelers | 324 | 399 | 398 | 491 | 480 | 573 |
| State Farm Mutual | 340 | 398 | 404 | 491 | 450 | 573 |
| Empire Mutual* | 191 | 283 | 236 | 349 | 282 | 406 |
| Liberty Mutual Fire* | 201 | 330 | 252 | 416 | 303 | 479 |
| Nationwide Mutual | 244 | 287 | 300 | 356 | 351 | 414 |
| Merchants Mutual | 239 | 279 | 294 | 346 | 350 | 402 |
| Ins. Co. of North America | 239 | 307 | 298 | 377 | 360 | 438 |
| Lumbermens Mutual Casualty | 272 | 322 | 335 | 395 | 396 | 458 |
| Utica Mutual* | 193 | 330 | 234 | 414 | 282 | 487 |
| General Accident | 242 | 287 | 297 | 355 | 360 | 413 |
| Boston Old Colony | 211 | 253 | 264 | 317 | 316 | 373 |
| Assigned Risk | 228 | 266 | 299 | 352 | 344 | 389 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies,

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

BRONX COUNTY SOUTH

| <u>Company</u> | <u>Minimum Coverage</u> | | <u>Medium Coverage</u> | | <u>Higher Coverage</u> | |
|-----------------------------|-------------------------|---------------|------------------------|---------------|------------------------|---------------|
| | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 97 | \$144 | \$123 | \$177 | \$147 | \$203 |
| Hartford | 137 | 161 | 173 | 206 | 217 | 246 |
| Aetna Casualty | 103 | 124 | 134 | 159 | 170 | 191 |
| Government Employees | 77 | 85 | 96 | 112 | 120 | 132 |
| Travelers | 121 | 148 | 149 | 185 | 186 | 218 |
| State Farm Mutual | 110 | 127 | 131 | 160 | 153 | 187 |
| Empire Mutual* | 97 | 124 | 119 | 157 | 149 | 184 |
| Liberty Mutual Fire | 91 | 114 | 115 | 142 | 146 | 166 |
| Nationwide Mutual | 107 | 122 | 132 | 155 | 157 | 181 |
| Merchants Mutual | 91 | 107 | 113 | 132 | 141 | 156 |
| Ins. Co. of North America | 117 | 130 | 143 | 163 | 178 | 189 |
| Lumbermens Mutual Casualty | 137 | 159 | 169 | 199 | 204 | 232 |
| Utica Mutual* | 97 | 137 | 119 | 169 | 149 | 199 |
| General Accident | 104 | 122 | 127 | 153 | 160 | 178 |
| Boston Old Colony | 107 | 128 | 133 | 159 | 165 | 187 |
| Assigned Risk | 102 | 118 | 135 | 159 | 162 | 175 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$277 | \$431 | \$343 | \$504 | \$406 | \$574 |
| Hartford | 346 | 406 | 437 | 520 | 530 | 623 |
| Aetna Casualty | 259 | 312 | 336 | 401 | 413 | 482 |
| Government Employees | 164 | 192 | 204 | 243 | 245 | 282 |
| Travelers | 421 | 521 | 513 | 639 | 616 | 742 |
| State Farm Mutual | 426 | 502 | 505 | 614 | 560 | 716 |
| Empire Mutual* | 202 | 295 | 248 | 364 | 296 | 423 |
| Liberty Mutual Fire* | 217 | 304 | 272 | 378 | 327 | 437 |
| Nationwide Mutual | 308 | 368 | 380 | 452 | 442 | 522 |
| Merchants Mutual | 265 | 310 | 327 | 384 | 389 | 445 |
| Ins. Co. of North America | 313 | 359 | 381 | 439 | 458 | 508 |
| Lumbermens Mutual Casualty | 308 | 368 | 381 | 448 | 450 | 519 |
| Utica Mutual* | 244 | 345 | 300 | 426 | 358 | 503 |
| General Accident | 310 | 368 | 379 | 452 | 456 | 522 |
| Boston Old Colony | 270 | 322 | 335 | 401 | 398 | 472 |
| Assigned Risk | 300 | 356 | 394 | 464 | 450 | 514 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

BROOKLYN

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$104 | \$141 | \$131 | \$174 | \$156 | \$200 |
| Hartford | 138 | 162 | 175 | 207 | 218 | 247 |
| Aetna Casualty | 116 | 140 | 150 | 179 | 190 | 214 |
| Government Employees | 87 | 98 | 108 | 128 | 135 | 150 |
| Travelers | 132 | 163 | 164 | 204 | 204 | 239 |
| State Farm Mutual | 108 | 124 | 129 | 156 | 151 | 183 |
| Empire Mutual* | 97 | 125 | 119 | 158 | 149 | 185 |
| Liberty Mutual Fire | 98 | 123 | 123 | 153 | 156 | 178 |
| Nationwide Mutual | 113 | 130 | 140 | 165 | 167 | 193 |
| Merchants Mutual | 90 | 105 | 111 | 130 | 139 | 152 |
| Ins. Co. of North America | 125 | 167 | 152 | 206 | 189 | 231 |
| Lumbermens Mutual Casualty | 126 | 146 | 155 | 183 | 188 | 214 |
| Utica Mutual* | 105 | 138 | 129 | 171 | 160 | 200 |
| General Accident | 111 | 130 | 137 | 163 | 171 | 189 |
| Boston Old Colony | 114 | 138 | 142 | 171 | 175 | 200 |
| Assigned Risk | 103 | 119 | 137 | 160 | 163 | 176 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$296 | \$421 | \$366 | \$492 | \$433 | \$561 |
| Hartford | 341 | 408 | 441 | 523 | 535 | 625 |
| Aetna Casualty | 293 | 352 | 378 | 452 | 463 | 541 |
| Government Employees | 188 | 222 | 234 | 278 | 279 | 322 |
| Travelers | 460 | 571 | 561 | 700 | 674 | 813 |
| State Farm Mutual | 418 | 495 | 495 | 662 | 549 | 772 |
| Empire Mutual* | 198 | 290 | 244 | 358 | 291 | 416 |
| Liberty Mutual Fire* | 234 | 328 | 292 | 407 | 351 | 470 |
| Nationwide Mutual | 327 | 392 | 403 | 479 | 469 | 555 |
| Merchants Mutual | 259 | 305 | 320 | 376 | 381 | 427 |
| Ins. Co. of North America | 335 | 464 | 407 | 560 | 488 | 648 |
| Lumbermens Mutual Casualty | 289 | 345 | 356 | 422 | 421 | 490 |
| Utica Mutual* | 265 | 347 | 326 | 431 | 386 | 506 |
| General Accident | 329 | 392 | 403 | 479 | 485 | 556 |
| Boston Old Colony | 288 | 347 | 358 | 431 | 426 | 506 |
| Assigned Risk | 302 | 359 | 397 | 469 | 454 | 519 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

MANHATTAN

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 85 | \$134 | \$108 | \$165 | \$129 | \$190 |
| Hartford | 112 | 130 | 141 | 168 | 178 | 201 |
| Aetna Casualty | 88 | 106 | 113 | 137 | 146 | 164 |
| Government Employees | 72 | 80 | 90 | 105 | 114 | 124 |
| Travelers | 108 | 133 | 134 | 167 | 168 | 197 |
| State Farm Mutual | 105 | 120 | 125 | 151 | 147 | 176 |
| Empire Mutual* | 94 | 119 | 115 | 152 | 144 | 178 |
| Liberty Mutual Fire | 90 | 106 | 114 | 132 | 145 | 155 |
| Nationwide Mutual | 94 | 104 | 115 | 134 | 139 | 157 |
| Merchants Mutual | 80 | 94 | 98 | 116 | 124 | 136 |
| Ins. Co. of North America | 99 | 121 | 123 | 152 | 154 | 177 |
| Lumbermens Mutual Casualty | 131 | 150 | 159 | 187 | 192 | 218 |
| Utica Mutual* | 88 | 132 | 108 | 164 | 137 | 192 |
| General Accident | 90 | 104 | 110 | 132 | 140 | 155 |
| Boston Old Colony | 91 | 109 | 112 | 135 | 141 | 159 |
| Assigned Risk | 94 | 107 | 123 | 145 | 148 | 160 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$239 | \$401 | \$296 | \$470 | \$351 | \$534 |
| Hartford | 282 | 327 | 356 | 424 | 433 | 507 |
| Aetna Casualty | 221 | 266 | 284 | 345 | 349 | 414 |
| Government Employees | 155 | 180 | 193 | 229 | 231 | 266 |
| Travelers | 376 | 465 | 460 | 571 | 554 | 664 |
| State Farm Mutual | 404 | 476 | 480 | 641 | 533 | 744 |
| Empire Mutual* | 194 | 284 | 239 | 351 | 286 | 408 |
| Liberty Mutual Fire* | 216 | 281 | 270 | 351 | 325 | 406 |
| Nationwide Mutual | 265 | 313 | 326 | 387 | 380 | 449 |
| Merchants Mutual | 232 | 273 | 285 | 336 | 341 | 391 |
| Ins. Co. of North America | 264 | 334 | 325 | 409 | 392 | 474 |
| Lumbermens Mutual Casualty | 294 | 351 | 364 | 429 | 430 | 496 |
| Utica Mutual* | 221 | 332 | 272 | 414 | 328 | 485 |
| General Accident | 264 | 313 | 323 | 385 | 391 | 446 |
| Boston Old Colony | 229 | 273 | 282 | 340 | 338 | 401 |
| Assigned Risk | 273 | 323 | 360 | 424 | 412 | 469 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

QUEENS SUBURBAN

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|--|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 81 | \$ 96 | \$103 | \$121 | \$123 | \$140 |
| Hartford | 81 | 93 | 102 | 121 | 132 | 146 |
| Aetna Casualty | 81 | 95 | 103 | 123 | 134 | 149 |
| Government Employees | 70 | 78 | 88 | 103 | 111 | 122 |
| Travelers | 89 | 104 | 109 | 134 | 139 | 159 |
| State Farm Mutual | 84 | 95 | 100 | 122 | 119 | 142 |
| Empire Mutual* | 76 | 93 | 93 | 121 | 118 | 141 |
| Liberty Mutual Fire | 76 | 95 | 96 | 120 | 124 | 140 |
| Nationwide Mutual | 78 | 86 | 96 | 112 | 117 | 131 |
| Merchants Mutual | 77 | 88 | 95 | 111 | 120 | 130 |
| Ins. Co. of North America | 90 | 103 | 111 | 129 | 140 | 151 |
| Lumbermens Mutual Casualty | 98 | 112 | 122 | 143 | 149 | 168 |
| Utica Mutual* | 72 | 97 | 86 | 123 | 111 | 145 |
| General Accident | 76 | 86 | 93 | 111 | 119 | 131 |
| Boston Old Colony | 80 | 93 | 99 | 118 | 125 | 140 |
| Assigned Risk | 88 | 99 | 115 | 135 | 140 | 149 |
| <u>Unmarried Male-Age 20-One Chargeable Accident</u> | | | | | | |
| Allstate | \$261 | \$314 | \$324 | \$371 | \$383 | \$424 |
| Hartford | 239 | 273 | 301 | 357 | 367 | 432 |
| Aetna Casualty | 239 | 279 | 303 | 363 | 373 | 441 |
| Government Employees | 165 | 193 | 205 | 244 | 246 | 284 |
| Travelers | 382 | 454 | 464 | 562 | 556 | 651 |
| State Farm Mutual | 318 | 373 | 377 | 461 | 421 | 537 |
| Empire Mutual* | 170 | 251 | 210 | 312 | 252 | 362 |
| Liberty Mutual Fire* | 230 | 316 | 286 | 401 | 343 | 462 |
| Nationwide Mutual | 245 | 291 | 301 | 358 | 352 | 416 |
| Merchants Mutual | 254 | 291 | 312 | 366 | 371 | 424 |
| Ins. Co. of North America | 279 | 314 | 342 | 384 | 410 | 445 |
| Lumbermens Mutual Casualty | 264 | 314 | 326 | 385 | 387 | 446 |
| Utica Mutual* | 212 | 280 | 254 | 357 | 305 | 422 |
| General Accident | 247 | 290 | 301 | 358 | 365 | 417 |
| Boston Old Colony | 236 | 273 | 291 | 348 | 347 | 414 |
| Assigned Risk | 255 | 302 | 336 | 397 | 386 | 438 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

STATEN ISLAND

| Company | <u>Minimum Coverage</u> | | <u>Medium Coverage</u> | | <u>Higher Coverage</u> | |
|-----------------------------|-------------------------|---------------|------------------------|---------------|------------------------|---------------|
| | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 60 | \$ 65 | \$ 77 | \$ 83 | \$ 93 | \$ 98 |
| Hartford | 64 | 74 | 82 | 97 | 108 | 118 |
| Aetna Casualty | 61 | 74 | 79 | 97 | 105 | 118 |
| Government Employees | 53 | 58 | 66 | 78 | 86 | 93 |
| Travelers | 61 | 70 | 76 | 93 | 99 | 112 |
| State Farm Mutual | 61 | 67 | 73 | 88 | 90 | 104 |
| Empire Mutual* | 54 | 64 | 66 | 86 | 88 | 101 |
| Liberty Mutual Fire | 52 | 61 | 67 | 79 | 90 | 94 |
| Nationwide Mutual | 61 | 66 | 75 | 87 | 92 | 102 |
| Merchants Mutual | 57 | 64 | 70 | 82 | 91 | 97 |
| Ins. Co. of North America | 59 | 65 | 76 | 83 | 99 | 99 |
| Lumbermens Mutual Casualty | 71 | 78 | 87 | 101 | 108 | 119 |
| Utica Mutual* | 52 | 68 | 64 | 87 | 85 | 104 |
| General Accident | 58 | 66 | 72 | 86 | 95 | 102 |
| Boston Old Colony | 56 | 65 | 69 | 83 | 90 | 99 |
| Assigned Risk | 63 | 71 | 83 | 98 | 104 | 107 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$190 | \$269 | \$237 | \$321 | \$281 | \$366 |
| Hartford | 188 | 216 | 240 | 285 | 295 | 348 |
| Aetna Casualty | 179 | 216 | 232 | 285 | 287 | 348 |
| Government Employees | 157 | 182 | 195 | 232 | 234 | 269 |
| Travelers | 257 | 303 | 316 | 378 | 381 | 443 |
| State Farm Mutual | 230 | 264 | 274 | 331 | 309 | 388 |
| Empire Mutual* | 170 | 246 | 210 | 306 | 252 | 355 |
| Liberty Mutual Fire* | 158 | 202 | 197 | 264 | 239 | 305 |
| Nationwide Mutual | 232 | 277 | 287 | 340 | 335 | 396 |
| Merchants Mutual | 184 | 211 | 226 | 267 | 271 | 308 |
| Ins. Co. of North America | 182 | 249 | 232 | 306 | 281 | 355 |
| Lumbermens Mutual Casualty | 253 | 300 | 312 | 368 | 370 | 427 |
| Utica Mutual* | 152 | 195 | 188 | 251 | 227 | 301 |
| General Accident | 234 | 277 | 288 | 343 | 348 | 399 |
| Boston Old Colony | 164 | 189 | 201 | 243 | 243 | 291 |
| Assigned Risk | 251 | 296 | 332 | 389 | 381 | 430 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

HEMPSTEAD TOWNSHIP

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 68 | \$ 79 | \$ 88 | \$100 | \$105 | \$118 |
| Hartford | 67 | 77 | 85 | 101 | 112 | 122 |
| Aetna Casualty | 68 | 82 | 88 | 107 | 115 | 129 |
| Government Employees | 52 | 56 | 65 | 76 | 85 | 91 |
| Travelers | 70 | 80 | 86 | 105 | 111 | 126 |
| State Farm Mutual | 71 | 79 | 85 | 104 | 103 | 123 |
| Empire Mutual* | 58 | 72 | 72 | 95 | 94 | 111 |
| Liberty Mutual Fire | 62 | 74 | 79 | 94 | 104 | 112 |
| Nationwide Mutual | 67 | 75 | 83 | 99 | 102 | 115 |
| Merchants Mutual | 64 | 73 | 79 | 93 | 102 | 110 |
| Ins. Co. of North America | 73 | 82 | 92 | 104 | 117 | 122 |
| Lumbermens Mutual Casualty | 71 | 78 | 87 | 102 | 108 | 121 |
| Utica Mutual* | 58 | 75 | 71 | 96 | 94 | 113 |
| General Accident | 66 | 75 | 82 | 98 | 107 | 116 |
| Boston Old Colony | 65 | 76 | 80 | 97 | 104 | 115 |
| Assigned Risk | 69 | 76 | 89 | 105 | 110 | 116 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$216 | \$299 | \$268 | \$355 | \$317 | \$404 |
| Hartford | 197 | 225 | 250 | 297 | 307 | 360 |
| Aetna Casualty | 200 | 240 | 257 | 315 | 317 | 381 |
| Government Employees | 144 | 165 | 179 | 212 | 216 | 246 |
| Travelers | 296 | 346 | 360 | 422 | 433 | 490 |
| State Farm Mutual | 271 | 314 | 322 | 392 | 361 | 460 |
| Empire Mutual* | 160 | 231 | 197 | 288 | 238 | 334 |
| Liberty Mutual Fire* | 187 | 246 | 234 | 315 | 281 | 364 |
| Nationwide Mutual | 231 | 275 | 285 | 339 | 333 | 396 |
| Merchants Mutual | 209 | 239 | 257 | 300 | 307 | 342 |
| Ins. Co. of North America | 225 | 291 | 281 | 356 | 339 | 413 |
| Lumbermens Mutual Casualty | 239 | 281 | 295 | 344 | 350 | 400 |
| Utica Mutual* | 170 | 215 | 209 | 278 | 254 | 327 |
| General Accident | 234 | 275 | 287 | 338 | 347 | 392 |
| Boston Old Colony | 191 | 222 | 235 | 285 | 283 | 339 |
| Assigned Risk | 244 | 287 | 321 | 379 | 368 | 418 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

SUFFOLK COUNTY EAST

| <u>Company</u> | <u>Minimum Coverage</u> | | <u>Medium Coverage</u> | | <u>Higher Coverage</u> | |
|-----------------------------|-------------------------|---------------|------------------------|---------------|------------------------|---------------|
| | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 64 | \$ 67 | \$ 83 | \$ 86 | \$ 99 | \$101 |
| Hartford | 65 | 75 | 83 | 99 | 109 | 120 |
| Aetna Casualty | 52 | 65 | 69 | 86 | 93 | 104 |
| Government Employees | 47 | 51 | 59 | 69 | 78 | 82 |
| Travelers | 65 | 75 | 81 | 100 | 104 | 119 |
| State Farm Mutual | 61 | 67 | 73 | 88 | 90 | 104 |
| Empire Mutual* | 56 | 67 | 69 | 90 | 91 | 106 |
| Liberty Mutual Fire | 56 | 67 | 70 | 86 | 94 | 115 |
| Nationwide Mutual | 63 | 69 | 78 | 90 | 95 | 106 |
| Merchants Mutual | 59 | 68 | 73 | 87 | 95 | 103 |
| Ins. Co. of North America | 59 | 62 | 76 | 80 | 99 | 95 |
| Lumbermens Mutual Casualty | 64 | 71 | 78 | 92 | 98 | 111 |
| Utica Mutual* | 54 | 73 | 66 | 93 | 88 | 111 |
| General Accident | 61 | 69 | 76 | 90 | 99 | 107 |
| Boston Old Colony | 60 | 69 | 75 | 89 | 97 | 105 |
| Assigned Risk | 66 | 74 | 87 | 102 | 108 | 112 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$201 | \$277 | \$250 | \$329 | \$296 | \$375 |
| Hartford | 191 | 219 | 244 | 291 | 299 | 354 |
| Aetna Casualty | 152 | 189 | 201 | 252 | 250 | 306 |
| Government Employees | 140 | 159 | 173 | 205 | 209 | 238 |
| Travelers | 277 | 322 | 338 | 401 | 406 | 458 |
| State Farm Mutual | 228 | 261 | 271 | 320 | 305 | 375 |
| Empire Mutual* | 172 | 252 | 212 | 313 | 254 | 363 |
| Liberty Mutual Fire* | 187 | 254 | 232 | 328 | 279 | 432 |
| Nationwide Mutual | 242 | 287 | 298 | 353 | 348 | 411 |
| Merchants Mutual | 207 | 236 | 253 | 299 | 302 | 347 |
| Ins. Co. of North America | 182 | 240 | 232 | 294 | 281 | 342 |
| Lumbermens Mutual Casualty | 231 | 271 | 280 | 333 | 337 | 387 |
| Utica Mutual* | 158 | 227 | 194 | 291 | 236 | 349 |
| General Accident | 244 | 287 | 299 | 351 | 362 | 408 |
| Boston Old Colony | 176 | 201 | 218 | 261 | 262 | 309 |
| Assigned Risk | 255 | 302 | 336 | 397 | 385 | 438 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

NORTH HEMPSTEAD

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 58 | \$ 69 | \$ 74 | \$ 88 | \$ 90 | \$103 |
| Hartford | 57 | 66 | 72 | 87 | 96 | 106 |
| Aetna Casualty | 61 | 74 | 78 | 97 | 105 | 118 |
| Government Employees | 46 | 50 | 57 | 68 | 77 | 81 |
| Travelers | 63 | 72 | 77 | 95 | 102 | 114 |
| State Farm Mutual | 66 | 73 | 78 | 96 | 97 | 113 |
| Empire Mutual* | 54 | 64 | 66 | 86 | 88 | 101 |
| Liberty Mutual Fire | 44 | 62 | 57 | 80 | 79 | 94 |
| Nationwide Mutual | 58 | 63 | 71 | 84 | 89 | 98 |
| Merchants Mutual | 55 | 62 | 66 | 79 | 88 | 94 |
| Ins. Co. of North America | 60 | 69 | 76 | 89 | 100 | 106 |
| Lumbermens Mutual Casualty | 63 | 70 | 76 | 93 | 97 | 110 |
| Utica Mutual* | 50 | 71 | 61 | 91 | 81 | 108 |
| General Accident | 56 | 63 | 69 | 84 | 92 | 100 |
| Boston Old Colony | 57 | 66 | 69 | 84 | 91 | 100 |
| Assigned Risk | 64 | 71 | 83 | 98 | 105 | 108 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$182 | \$283 | \$226 | \$336 | \$269 | \$384 |
| Hartford | 167 | 192 | 211 | 255 | 261 | 312 |
| Aetna Casualty | 179 | 216 | 231 | 285 | 287 | 348 |
| Government Employees | 137 | 156 | 169 | 201 | 205 | 234 |
| Travelers | 267 | 312 | 325 | 389 | 392 | 455 |
| State Farm Mutual | 250 | 288 | 295 | 362 | 333 | 322 |
| Empire Mutual* | 143 | 207 | 176 | 261 | 202 | 302 |
| Liberty Mutual Fire* | 132 | 206 | 168 | 266 | 203 | 307 |
| Nationwide Mutual | 218 | 259 | 268 | 320 | 315 | 372 |
| Merchants Mutual | 177 | 202 | 217 | 257 | 262 | 299 |
| Ins. Co. of North America | 185 | 264 | 234 | 324 | 285 | 376 |
| Lumbermens Mutual Casualty | 214 | 252 | 265 | 311 | 316 | 361 |
| Utica Mutual* | 146 | 204 | 179 | 263 | 215 | 312 |
| General Accident | 221 | 259 | 269 | 318 | 328 | 368 |
| Boston Old Colony | 167 | 192 | 203 | 246 | 246 | 294 |
| Assigned Risk | 237 | 279 | 310 | 368 | 356 | 407 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies,

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

NORTH HEMPSTEAD

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 58 | \$ 69 | \$ 74 | \$ 88 | \$ 90 | \$103 |
| Hartford | 57 | 66 | 72 | 87 | 96 | 106 |
| Aetna Casualty | 61 | 74 | 78 | 97 | 105 | 118 |
| Government Employees | 46 | 50 | 57 | 68 | 77 | 81 |
| Travelers | 63 | 72 | 77 | 95 | 102 | 114 |
| State Farm Mutual | 66 | 73 | 78 | 96 | 97 | 113 |
| Empire Mutual* | 54 | 64 | 66 | 86 | 88 | 101 |
| Liberty Mutual Fire | 44 | 62 | 57 | 80 | 79 | 94 |
| Nationwide Mutual | 58 | 63 | 71 | 84 | 89 | 98 |
| Merchants Mutual | 55 | 62 | 66 | 79 | 88 | 94 |
| Ins. Co. of North America | 60 | 69 | 76 | 89 | 100 | 106 |
| Lumbermens Mutual Casualty | 63 | 70 | 76 | 93 | 97 | 110 |
| Utica Mutual* | 50 | 71 | 61 | 91 | 81 | 108 |
| General Accident | 56 | 63 | 69 | 84 | 92 | 100 |
| Boston Old Colony | 57 | 66 | 69 | 84 | 91 | 100 |
| Assigned Risk | 64 | 71 | 83 | 98 | 105 | 108 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$182 | \$283 | \$226 | \$336 | \$269 | \$384 |
| Hartford | 167 | 192 | 211 | 255 | 261 | 312 |
| Aetna Casualty | 179 | 216 | 231 | 285 | 287 | 348 |
| Government Employees | 137 | 156 | 169 | 201 | 205 | 234 |
| Travelers | 267 | 312 | 325 | 389 | 392 | 455 |
| State Farm Mutual | 250 | 288 | 295 | 362 | 333 | 322 |
| Empire Mutual* | 143 | 207 | 176 | 261 | 202 | 302 |
| Liberty Mutual Fire* | 132 | 206 | 168 | 266 | 203 | 307 |
| Nationwide Mutual | 218 | 259 | 268 | 320 | 315 | 372 |
| Merchants Mutual | 177 | 202 | 217 | 257 | 262 | 299 |
| Ins. Co. of North America | 185 | 264 | 234 | 324 | 285 | 376 |
| Lumbermens Mutual Casualty | 214 | 252 | 265 | 311 | 316 | 361 |
| Utica Mutual* | 146 | 204 | 179 | 263 | 215 | 312 |
| General Accident | 221 | 259 | 269 | 318 | 328 | 368 |
| Boston Old Colony | 167 | 192 | 203 | 246 | 246 | 294 |
| Assigned Risk | 237 | 279 | 310 | 368 | 356 | 407 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

OYSTER BAY

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 64 | \$ 68 | \$ 82 | \$ 87 | \$ 99 | \$102 |
| Hartford | 62 | 72 | 78 | 94 | 104 | 114 |
| Aetna Casualty | 59 | 71 | 75 | 93 | 101 | 113 |
| Government Employees | 50 | 54 | 62 | 73 | 82 | 87 |
| Travelers | 61 | 70 | 75 | 93 | 99 | 112 |
| State Farm Mutual | 64 | 71 | 75 | 94 | 93 | 110 |
| Empire Mutual* | 52 | 63 | 63 | 84 | 84 | 98 |
| Liberty Mutual Fire | 54 | 64 | 68 | 83 | 92 | 97 |
| Nationwide Mutual | 62 | 67 | 75 | 88 | 94 | 104 |
| Merchants Mutual | 57 | 64 | 69 | 82 | 91 | 97 |
| Ins. Co. of North America | 58 | 63 | 74 | 81 | 98 | 96 |
| Lumbermens Mutual Casualty | 62 | 68 | 75 | 90 | 96 | 107 |
| Utica Mutual* | 51 | 68 | 62 | 87 | 83 | 104 |
| General Accident | 60 | 68 | 73 | 89 | 97 | 106 |
| Boston Old Colony | 57 | 67 | 70 | 85 | 93 | 102 |
| Assigned Risk | 60 | 67 | 78 | 93 | 99 | 102 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$199 | \$281 | \$247 | \$334 | \$293 | \$380 |
| Hartford | 182 | 210 | 229 | 276 | 283 | 336 |
| Aetna Casualty | 173 | 207 | 220 | 273 | 275 | 333 |
| Government Employees | 147 | 169 | 181 | 217 | 220 | 251 |
| Travelers | 257 | 303 | 315 | 379 | 381 | 443 |
| State Farm Mutual | 242 | 278 | 286 | 350 | 323 | 410 |
| Empire Mutual* | 142 | 204 | 175 | 257 | 212 | 298 |
| Liberty Mutual Fire* | 162 | 213 | 203 | 276 | 244 | 319 |
| Nationwide Mutual | 229 | 271 | 280 | 334 | 329 | 388 |
| Merchants Mutual | 184 | 211 | 225 | 267 | 271 | 311 |
| Ins. Co. of North America | 179 | 243 | 228 | 299 | 278 | 347 |
| Lumbermens Mutual Casualty | 210 | 245 | 259 | 303 | 309 | 351 |
| Utica Mutual* | 149 | 195 | 182 | 251 | 221 | 301 |
| General Accident | 230 | 271 | 280 | 333 | 341 | 386 |
| Boston Old Colony | 167 | 195 | 206 | 249 | 250 | 300 |
| Assigned Risk | 239 | 280 | 313 | 369 | 359 | 408 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

CENTRAL WESTCHESTER

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|----------------------------|-----------------------------|---------------|-----------------|---------------|-----------------|---------------|
| | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> |
| | <u>Adult-Preferred Risk</u> | | | | | |
| Allstate | \$ 50 | \$ 55 | \$ 65 | \$ 72 | \$ 79 | \$ 84 |
| Hartford | 50 | 57 | 64 | 76 | 86 | 93 |
| Aetna Casualty | 43 | 52 | 56 | 69 | 77 | 85 |
| Government Employees | 45 | 49 | 57 | 66 | 76 | 80 |
| Travelers | 50 | 56 | 62 | 76 | 82 | 93 |
| State Farm Mutual | 55 | 62 | 66 | 80 | 82 | 95 |
| Empire Mutual* | 44 | 53 | 55 | 72 | 75 | 85 |
| Liberty Mutual Fire | 43 | 58 | 56 | 76 | 77 | 89 |
| Nationwide Mutual | 47 | 51 | 58 | 69 | 73 | 81 |
| Merchants Mutual | 46 | 51 | 56 | 65 | 75 | 78 |
| Ins. Co. of North America | 48 | 60 | 63 | 77 | 84 | 92 |
| Lumbermens Mutual Casualty | 51 | 54 | 62 | 72 | 80 | 85 |
| Utica Mutual* | 40 | 57 | 49 | 73 | 68 | 87 |
| General Accident | 47 | 51 | 57 | 69 | 77 | 82 |
| Boston Old Colony | 49 | 53 | 61 | 68 | 81 | 82 |
| Assigned Risk | 52 | 57 | 69 | 81 | 87 | 89 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$151 | \$227 | \$189 | \$272 | \$224 | \$310 |
| Hartford | 146 | 165 | 186 | 222 | 230 | 273 |
| Aetna Casualty | 125 | 150 | 162 | 201 | 204 | 249 |
| Government Employees | 135 | 153 | 168 | 198 | 203 | 230 |
| Travelers | 208 | 238 | 254 | 300 | 307 | 352 |
| State Farm Mutual | 210 | 241 | 249 | 302 | 281 | 353 |
| Empire Mutual* | 119 | 170 | 146 | 215 | 180 | 250 |
| Liberty Mutual Fire* | 129 | 192 | 164 | 253 | 200 | 292 |
| Nationwide Mutual | 180 | 209 | 221 | 262 | 260 | 304 |
| Merchants Mutual | 145 | 164 | 177 | 209 | 215 | 243 |
| Ins. Co. of North America | 147 | 229 | 192 | 282 | 234 | 328 |
| Lumbermens Mutual Casualty | 176 | 203 | 217 | 256 | 259 | 296 |
| Utica Mutual* | 116 | 162 | 143 | 210 | 176 | 250 |
| General Accident | 178 | 209 | 219 | 261 | 267 | 302 |
| Boston Old Colony | 143 | 153 | 176 | 198 | 214 | 240 |
| Assigned Risk | 204 | 237 | 268 | 315 | 310 | 348 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

ALBANY

| <u>Company</u> | <u>Minimum Coverage</u> | | <u>Medium Coverage</u> | | <u>Higher Coverage</u> | |
|--|-------------------------|---------------|------------------------|---------------|------------------------|---------------|
| | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 74 | \$ 81 | \$ 95 | \$103 | \$114 | \$120 |
| Hartford | 78 | 90 | 99 | 118 | 128 | 142 |
| Aetna Casualty | 72 | 87 | 94 | 113 | 122 | 136 |
| Government Employees | 53 | 57 | 66 | 77 | 86 | 91 |
| Travelers | 78 | 92 | 97 | 119 | 124 | 142 |
| State Farm Mutual | 77 | 86 | 92 | 111 | 111 | 129 |
| Empire Mutual* | 64 | 79 | 79 | 103 | 102 | 120 |
| Liberty Mutual Fire | 63 | 76 | 81 | 97 | 106 | 114 |
| Nationwide Mutual | 67 | 74 | 83 | 98 | 102 | 115 |
| Merchants Mutual | 68 | 78 | 84 | 99 | 107 | 117 |
| Ins. Co. of North America | 79 | 81 | 98 | 103 | 125 | 121 |
| Lumbermens Mutual Casualty | 73 | 80 | 89 | 105 | 111 | 122 |
| Utica Mutual* | 67 | 93 | 82 | 118 | 106 | 140 |
| General Accident | 67 | 76 | 84 | 99 | 108 | 117 |
| Boston Old Colony | 73 | 85 | 90 | 108 | 114 | 128 |
| Assigned Risk | 93 | 105 | 122 | 142 | 147 | 156 |
| <u>Unmarried Male-Age 20-One Chargeable Accident</u> | | | | | | |
| Allstate | \$233 | \$296 | \$290 | \$350 | \$343 | \$400 |
| Hartford | 230 | 264 | 290 | 348 | 355 | 420 |
| Aetna Casualty | 212 | 255 | 275 | 333 | 339 | 402 |
| Government Employees | 130 | 148 | 162 | 191 | 196 | 222 |
| Travelers | 335 | 401 | 410 | 495 | 492 | 578 |
| State Farm Mutual | 291 | 339 | 346 | 421 | 387 | 492 |
| Empire Mutual* | 173 | 254 | 213 | 315 | 256 | 365 |
| Liberty Mutual Fire* | 190 | 254 | 240 | 324 | 290 | 374 |
| Nationwide Mutual | 224 | 262 | 276 | 326 | 324 | 379 |
| Merchants Mutual | 226 | 256 | 276 | 322 | 329 | 368 |
| Ins. Co. of North America | 245 | 275 | 303 | 337 | 364 | 390 |
| Lumbermens Mutual Casualty | 224 | 264 | 277 | 327 | 329 | 379 |
| Utica Mutual* | 197 | 269 | 242 | 342 | 290 | 407 |
| General Accident | 223 | 262 | 273 | 322 | 331 | 373 |
| Boston Old Colony | 215 | 249 | 263 | 318 | 315 | 378 |
| Assigned Risk | 266 | 315 | 351 | 413 | 402 | 457 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

BINGHAMTON

| <u>Company</u> | <u>Minimum Coverage</u> | | <u>Medium Coverage</u> | | <u>Higher Coverage</u> | |
|--|-------------------------|---------------|------------------------|---------------|------------------------|---------------|
| | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 48 | \$ 53 | \$ 63 | \$ 70 | \$ 76 | \$ 83 |
| Hartford | 51 | 58 | 65 | 77 | 87 | 95 |
| Aetna Casualty | 42 | 51 | 55 | 68 | 76 | 84 |
| Government Employees | 34 | 36 | 43 | 50 | 60 | 61 |
| Travelers | 49 | 55 | 61 | 75 | 81 | 91 |
| State Farm Mutual | 48 | 51 | 57 | 68 | 73 | 80 |
| Empire Mutual* | 42 | 50 | 52 | 68 | 71 | 81 |
| Liberty Mutual Fire | 43 | 49 | 55 | 64 | 76 | 76 |
| Nationwide Mutual | 47 | 50 | 58 | 67 | 73 | 79 |
| Merchants Mutual | 43 | 49 | 54 | 63 | 72 | 74 |
| Ins. Co. of North America | 42 | 48 | 56 | 63 | 76 | 76 |
| Lumbermens Mutual Casualty | 46 | 49 | 56 | 66 | 73 | 78 |
| Utica Mutual* | 40 | 58 | 49 | 75 | 68 | 90 |
| General Accident | 47 | 50 | 57 | 67 | 77 | 80 |
| Boston Old Colony | 44 | 51 | 55 | 66 | 74 | 79 |
| Assigned Risk | 52 | 57 | 69 | 81 | 87 | 89 |
| <u>Unmarried Male-Age 20-One Chargeable Accident</u> | | | | | | |
| Allstate | \$147 | \$219 | \$184 | \$263 | \$219 | \$300 |
| Hartford | 149 | 168 | 190 | 225 | 234 | 279 |
| Aetna Casualty | 122 | 147 | 159 | 198 | 201 | 246 |
| Government Employees | 97 | 110 | 121 | 143 | 149 | 167 |
| Travelers | 204 | 234 | 250 | 294 | 303 | 346 |
| State Farm Mutual | 177 | 200 | 211 | 255 | 240 | 299 |
| Empire Mutual* | 130 | 184 | 160 | 233 | 195 | 271 |
| Liberty Mutual Fire* | 143 | 182 | 180 | 242 | 218 | 279 |
| Nationwide Mutual | 177 | 206 | 218 | 257 | 256 | 299 |
| Merchants Mutual | 147 | 169 | 182 | 214 | 221 | 249 |
| Ins. Co. of North America | 128 | 182 | 172 | 225 | 211 | 263 |
| Lumbermens Mutual Casualty | 161 | 186 | 199 | 230 | 239 | 267 |
| Utica Mutual* | 116 | 179 | 143 | 234 | 176 | 282 |
| General Accident | 176 | 206 | 215 | 257 | 263 | 300 |
| Boston Old Colony | 128 | 147 | 159 | 192 | 193 | 231 |
| Assigned Risk | 204 | 237 | 268 | 315 | 310 | 348 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

BUFFALO AND LACKAWANNA

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|--|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 96 | \$ 89 | \$123 | \$113 | \$145 | \$130 |
| Hartford* | 98 | 123 | 123 | 158 | 158 | 189 |
| Aetna Casualty | 91 | 120 | 119 | 154 | 153 | 185 |
| Government Employees | 58 | 63 | 73 | 85 | 94 | 100 |
| Travelers | 95 | 113 | 118 | 146 | 148 | 172 |
| State Farm Mutual | 74 | 82 | 89 | 107 | 107 | 125 |
| Empire Mutual* | 78 | 96 | 96 | 125 | 121 | 146 |
| Liberty Mutual Fire | 76 | 92 | 97 | 115 | 125 | 135 |
| Nationwide Mutual | 80 | 90 | 99 | 118 | 120 | 137 |
| Merchants Mutual | 86 | 98 | 105 | 125 | 132 | 146 |
| Ins. Co. of North America | 104 | 103 | 127 | 129 | 158 | 151 |
| Lumbermens Mutual Casualty | 90 | 101 | 110 | 129 | 135 | 151 |
| Utica Mutual* | 92 | 106 | 113 | 134 | 142 | 158 |
| General Accident | 91 | 103 | 111 | 132 | 141 | 155 |
| Boston Old Colony | 88 | 103 | 109 | 131 | 137 | 154 |
| Assigned Risk | 104 | 120 | 137 | 162 | 163 | 178 |
| <u>Unmarried Male-Age 20-One Chargeable Accident</u> | | | | | | |
| Allstate | \$309 | \$314 | \$383 | \$371 | \$452 | \$424 |
| Hartford* | 290 | 363 | 365 | 468 | 446 | 561 |
| Aetna Casualty | 269 | 354 | 352 | 456 | 431 | 549 |
| Government Employees | 128 | 146 | 160 | 189 | 194 | 220 |
| Travelers | 408 | 493 | 498 | 609 | 597 | 708 |
| State Farm Mutual | 282 | 325 | 334 | 405 | 374 | 472 |
| Empire Mutual* | 183 | 268 | 225 | 332 | 270 | 384 |
| Liberty Mutual Fire* | 230 | 305 | 287 | 384 | 345 | 443 |
| Nationwide Mutual | 260 | 309 | 320 | 380 | 374 | 441 |
| Merchants Mutual | 284 | 326 | 347 | 411 | 411 | 475 |
| Ins. Co. of North America | 323 | 337 | 392 | 411 | 468 | 476 |
| Lumbermens Mutual Casualty | 251 | 297 | 309 | 365 | 366 | 423 |
| Utica Mutual* | 272 | 307 | 335 | 389 | 398 | 460 |
| General Accident | 272 | 320 | 333 | 395 | 402 | 459 |
| Boston Old Colony | 260 | 303 | 322 | 387 | 382 | 456 |
| Assigned Risk | 304 | 362 | 400 | 471 | 457 | 521 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

JAMESTOWN

| <u>Company</u> | <u>Minimum Coverage</u> | | <u>Medium Coverage</u> | | <u>Higher Coverage</u> | |
|--|-------------------------|---------------|------------------------|---------------|------------------------|---------------|
| | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 50 | \$ 49 | \$ 65 | \$ 64 | \$ 79 | \$ 76 |
| Hartford | 48 | 55 | 62 | 74 | 83 | 90 |
| Aetna Casualty | 45 | 56 | 59 | 75 | 81 | 92 |
| Government Employees | 33 | 34 | 42 | 48 | 59 | 59 |
| Travelers | 54 | 60 | 67 | 81 | 88 | 98 |
| State Farm Mutual | 51 | 56 | 61 | 75 | 77 | 87 |
| Empire Mutual* | 38 | 45 | 46 | 61 | 65 | 73 |
| Liberty Mutual Fire | 37 | 45 | 49 | 59 | 69 | 70 |
| Nationwide Mutual | 46 | 47 | 57 | 65 | 72 | 77 |
| Merchants Mutual | 43 | 49 | 54 | 62 | 72 | 74 |
| Ins. Co. of North America | 49 | 57 | 64 | 74 | 85 | 88 |
| Lumbermens Mutual Casualty | 45 | 48 | 55 | 66 | 72 | 79 |
| Utica Mutual* | 41 | 55 | 49 | 70 | 68 | 85 |
| General Accident | 46 | 49 | 56 | 65 | 76 | 78 |
| Boston Old Colony | 47 | 54 | 58 | 69 | 78 | 83 |
| Assigned Risk | 46 | 50 | 60 | 71 | 78 | 78 |
| <u>Unmarried Male-Age 20-One Chargeable Accident</u> | | | | | | |
| Allstate | \$153 | \$181 | \$191 | \$218 | \$227 | \$251 |
| Hartford | 140 | 159 | 179 | 216 | 222 | 264 |
| Aetna Casualty | 131 | 162 | 172 | 219 | 216 | 270 |
| Government Employees | 84 | 94 | 105 | 124 | 131 | 145 |
| Travelers | 228 | 258 | 277 | 323 | 335 | 378 |
| State Farm Mutual | 189 | 216 | 225 | 277 | 255 | 320 |
| Empire Mutual* | 105 | 150 | 130 | 192 | 160 | 223 |
| Liberty Mutual Fire* | 126 | 168 | 160 | 222 | 196 | 257 |
| Nationwide Mutual | 159 | 183 | 196 | 231 | 231 | 269 |
| Merchants Mutual | 147 | 169 | 182 | 214 | 221 | 246 |
| Ins. Co. of North America | 150 | 198 | 195 | 244 | 238 | 286 |
| Lumbermens Mutual Casualty | 144 | 166 | 178 | 208 | 214 | 242 |
| Utica Mutual* | 119 | 169 | 143 | 217 | 176 | 265 |
| General Accident | 158 | 183 | 194 | 230 | 238 | 268 |
| Boston Old Colony | 137 | 156 | 169 | 201 | 205 | 243 |
| Assigned Risk | 162 | 187 | 211 | 250 | 246 | 275 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

ROCHESTER SUBURBAN

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|----------------------------|-----------------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| | <u>Adult-Preferred Risk</u> | | | | | |
| Allstate | \$ 51 | \$ 62 | \$ 66 | \$ 80 | \$ 80 | \$ 94 |
| Hartford | 57 | 66 | 73 | 87 | 96 | 106 |
| Aetna Casualty | 51 | 62 | 66 | 82 | 90 | 100 |
| Government Employees | 43 | 45 | 53 | 62 | 72 | 74 |
| Travelers | 56 | 65 | 70 | 87 | 92 | 105 |
| State Farm Mutual | 57 | 63 | 69 | 84 | 86 | 98 |
| Empire Mutual* | 48 | 57 | 59 | 77 | 79 | 91 |
| Liberty Mutual Fire | 46 | 65 | 59 | 84 | 81 | 99 |
| Nationwide Mutual | 50 | 53 | 63 | 73 | 78 | 86 |
| Merchants Mutual | 46 | 52 | 56 | 67 | 75 | 80 |
| Ins. Co. of North America | 50 | 72 | 65 | 92 | 87 | 109 |
| Lumbermens Mutual Casualty | 51 | 55 | 64 | 73 | 82 | 87 |
| Utica Mutual* | 42 | 65 | 51 | 83 | 71 | 99 |
| General Accident | 54 | 61 | 68 | 79 | 89 | 94 |
| Boston Old Colony | 49 | 57 | 61 | 73 | 81 | 87 |
| Assigned Risk | 57 | 63 | 76 | 89 | 95 | 97 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$158 | \$253 | \$197 | \$303 | \$234 | \$345 |
| Hartford | 167 | 192 | 212 | 255 | 261 | 312 |
| Aetna Casualty | 149 | 180 | 193 | 240 | 241 | 294 |
| Government Employees | 123 | 140 | 153 | 181 | 186 | 211 |
| Travelers | 238 | 277 | 294 | 348 | 354 | 437 |
| State Farm Mutual | 216 | 246 | 257 | 310 | 290 | 365 |
| Empire Mutual* | 150 | 215 | 184 | 270 | 222 | 313 |
| Liberty Mutual Fire* | 154 | 245 | 194 | 320 | 234 | 368 |
| Nationwide Mutual | 189 | 221 | 232 | 276 | 273 | 322 |
| Merchants Mutual | 158 | 181 | 194 | 229 | 235 | 267 |
| Ins. Co. of North America | 154 | 278 | 201 | 341 | 245 | 396 |
| Lumbermens Mutual Casualty | 181 | 211 | 224 | 265 | 267 | 308 |
| Utica Mutual* | 122 | 201 | 149 | 259 | 185 | 311 |
| General Accident | 214 | 253 | 262 | 314 | 319 | 368 |
| Boston Old Colony | 143 | 165 | 176 | 213 | 214 | 255 |
| Assigned Risk | 227 | 265 | 297 | 350 | 342 | 387 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

ROCHESTER

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|--|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 74 | \$ 76 | \$ 95 | \$ 98 | \$114 | \$114 |
| Hartford* | 74 | 90 | 93 | 118 | 122 | 142 |
| Aetna Casualty | 65 | 80 | 85 | 105 | 112 | 127 |
| Government Employees | 48 | 51 | 60 | 69 | 79 | 82 |
| Travelers | 75 | 88 | 93 | 115 | 119 | 137 |
| State Farm Mutual | 62 | 68 | 74 | 90 | 91 | 105 |
| Empire Mutual* | 56 | 68 | 69 | 91 | 91 | 107 |
| Liberty Mutual Fire | 64 | 77 | 81 | 98 | 105 | 115 |
| Nationwide Mutual | 66 | 73 | 82 | 96 | 100 | 113 |
| Merchants Mutual | 65 | 74 | 81 | 94 | 104 | 111 |
| Ins. Co. of North America | 75 | 76 | 94 | 97 | 120 | 115 |
| Lumbermens Mutual Casualty | 64 | 71 | 78 | 95 | 98 | 112 |
| Utica Mutual* | 60 | 82 | 75 | 105 | 98 | 124 |
| General Accident | 69 | 78 | 86 | 102 | 110 | 121 |
| Boston Old Colony | 68 | 79 | 85 | 101 | 108 | 120 |
| Assigned Risk | 85 | 96 | 111 | 131 | 134 | 144 |
| <u>Unmarried Male-Age 20-One Chargeable Accident</u> | | | | | | |
| Allstate | \$233 | \$286 | \$290 | \$339 | \$343 | \$386 |
| Hartford* | 218 | 264 | 275 | 348 | 338 | 420 |
| Aetna Casualty | 191 | 234 | 250 | 309 | 308 | 375 |
| Government Employees | 125 | 142 | 155 | 183 | 188 | 213 |
| Travelers | 320 | 381 | 392 | 473 | 471 | 552 |
| State Farm Mutual | 230 | 266 | 274 | 335 | 309 | 392 |
| Empire Mutual* | 157 | 227 | 193 | 283 | 233 | 329 |
| Liberty Mutual Fire* | 178 | 257 | 224 | 326 | 268 | 343 |
| Nationwide Mutual | 229 | 272 | 281 | 336 | 329 | 390 |
| Merchants Mutual | 213 | 245 | 261 | 309 | 312 | 358 |
| Ins. Co. of North America | 232 | 266 | 289 | 326 | 347 | 378 |
| Lumbermens Mutual Casualty | 204 | 238 | 253 | 296 | 301 | 343 |
| Utica Mutual* | 176 | 236 | 221 | 304 | 264 | 360 |
| General Accident | 250 | 293 | 305 | 359 | 369 | 417 |
| Boston Old Colony | 200 | 231 | 248 | 297 | 297 | 354 |
| Assigned Risk | 263 | 310 | 347 | 407 | 398 | 450 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

SYRACUSE

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 61 | \$ 67 | \$ 79 | \$ 86 | \$ 95 | \$101 |
| Hartford | 57 | 66 | 73 | 87 | 96 | 106 |
| Aetna Casualty | 60 | 73 | 78 | 96 | 104 | 117 |
| Government Employees | 47 | 51 | 59 | 69 | 78 | 72 |
| Travelers | 66 | 77 | 82 | 103 | 106 | 122 |
| State Farm Mutual | 56 | 61 | 68 | 81 | 85 | 96 |
| Empire Mutual* | 52 | 62 | 63 | 82 | 84 | 97 |
| Liberty Mutual Fire | 52 | 64 | 67 | 82 | 90 | 97 |
| Nationwide Mutual | 51 | 54 | 64 | 74 | 79 | 88 |
| Merchants Mutual | 57 | 64 | 70 | 82 | 91 | 97 |
| Ins. Co. of North America | 64 | 77 | 81 | 97 | 105 | 115 |
| Lumbermens Mutual Casualty | 60 | 65 | 73 | 86 | 92 | 101 |
| Utica Mutual* | 52 | 76 | 64 | 97 | 85 | 115 |
| General Accident | 56 | 63 | 70 | 83 | 92 | 98 |
| Boston Old Colony | 57 | 67 | 71 | 85 | 93 | 102 |
| Assigned Risk | 66 | 73 | 87 | 101 | 107 | 111 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$192 | \$251 | \$239 | \$300 | \$284 | \$341 |
| Hartford | 167 | 192 | 212 | 255 | 261 | 312 |
| Aetna Casualty | 176 | 213 | 229 | 282 | 284 | 345 |
| Government Employees | 128 | 145 | 159 | 188 | 192 | 218 |
| Travelers | 281 | 332 | 342 | 414 | 412 | 483 |
| State Farm Mutual | 212 | 241 | 251 | 302 | 284 | 357 |
| Empire Mutual* | 144 | 210 | 179 | 264 | 217 | 306 |
| Liberty Mutual Fire* | 154 | 210 | 196 | 272 | 237 | 314 |
| Nationwide Mutual | 191 | 223 | 235 | 279 | 276 | 326 |
| Merchants Mutual | 184 | 211 | 226 | 267 | 271 | 311 |
| Ins. Co. of North America | 197 | 269 | 249 | 330 | 301 | 382 |
| Lumbermens Mutual Casualty | 195 | 227 | 240 | 281 | 286 | 329 |
| Utica Mutual* | 152 | 218 | 188 | 281 | 227 | 333 |
| General Accident | 204 | 241 | 250 | 299 | 304 | 348 |
| Boston Old Colony | 167 | 195 | 207 | 249 | 250 | 300 |
| Assigned Risk | 237 | 279 | 312 | 368 | 358 | 407 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

WATERTOWN

| Company | Minimum Coverage | | Medium Coverage | | Higher Coverage | |
|-----------------------------|------------------|--------|-----------------|--------|-----------------|--------|
| | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 | 1/1/75 | 1/1/73 |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 35 | \$ 39 | \$ 46 | \$ 54 | \$ 58 | \$ 65 |
| Hartford | 38 | 43 | 49 | 59 | 68 | 72 |
| Aetna Casualty | 28 | 36 | 38 | 50 | 56 | 63 |
| Government Employees | 33 | 34 | 42 | 48 | 59 | 59 |
| Travelers | 41 | 43 | 50 | 60 | 68 | 75 |
| State Farm Mutual | 42 | 45 | 51 | 63 | 66 | 72 |
| Empire Mutual* | 31 | 35 | 38 | 50 | 55 | 60 |
| Liberty Mutual Fire | 28 | 38 | 38 | 52 | 56 | 62 |
| Nationwide Mutual | 36 | 37 | 45 | 52 | 58 | 62 |
| Merchants Mutual | 33 | 36 | 41 | 46 | 57 | 55 |
| Ins. Co. of North America | 33 | 42 | 46 | 55 | 64 | 67 |
| Lumbermens Mutual Casualty | 37 | 38 | 45 | 54 | 60 | 65 |
| Utica Mutual* | 30 | 40 | 35 | 52 | 52 | 64 |
| General Accident | 36 | 37 | 45 | 51 | 62 | 62 |
| Boston Old Colony | 35 | 40 | 43 | 52 | 60 | 64 |
| Assigned Risk | 35 | 39 | 46 | 58 | 63 | 63 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$108 | \$157 | \$135 | \$191 | \$162 | \$218 |
| Hartford | 110 | 123 | 140 | 171 | 175 | 210 |
| Aetna Casualty | 80 | 102 | 109 | 144 | 140 | 183 |
| Government Employees | 92 | 104 | 115 | 136 | 142 | 159 |
| Travelers | 166 | 179 | 201 | 228 | 244 | 271 |
| State Farm Mutual | 156 | 172 | 185 | 221 | 212 | 261 |
| Empire Mutual* | 91 | 128 | 112 | 165 | 140 | 192 |
| Liberty Mutual Fire* | 97 | 143 | 125 | 197 | 154 | 227 |
| Nationwide Mutual | 131 | 148 | 162 | 191 | 193 | 223 |
| Merchants Mutual | 109 | 124 | 134 | 157 | 165 | 185 |
| Ins. Co. of North America | 99 | 157 | 137 | 194 | 170 | 229 |
| Lumbermens Mutual Casualty | 126 | 143 | 154 | 181 | 186 | 212 |
| Utica Mutual* | 86 | 125 | 101 | 165 | 128 | 204 |
| General Accident | 129 | 152 | 159 | 193 | 197 | 226 |
| Boston Old Colony | 101 | 114 | 124 | 150 | 153 | 186 |
| Assigned Risk | 139 | 159 | 182 | 214 | 213 | 236 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

ANNUAL PERSONAL INJURY AUTOMOBILE INSURANCE PREMIUMS
OF 15 LEADING INSURERS AND ASSIGNED RISK PLAN
UNDER NO-FAULT (1/1/75) AND PRIOR TO NO-FAULT (1/1/73)

SUFFOLK COUNTY WEST

| <u>Company</u> | <u>Minimum Coverage</u> | | <u>Medium Coverage</u> | | <u>Higher Coverage</u> | |
|-----------------------------|-------------------------|---------------|------------------------|---------------|------------------------|---------------|
| | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> | <u>1/1/75</u> | <u>1/1/73</u> |
| <u>Adult-Preferred Risk</u> | | | | | | |
| Allstate | \$ 64 | \$ 77 | \$ 82 | \$ 99 | \$ 99 | \$115 |
| Hartford | 71 | 82 | 89 | 107 | 118 | 129 |
| Aetna Casualty | 59 | 71 | 75 | 93 | 101 | 113 |
| Government Employees | 52 | 56 | 64 | 75 | 85 | 90 |
| Travelers | 65 | 76 | 80 | 101 | 104 | 121 |
| State Farm Mutual | 70 | 78 | 83 | 103 | 102 | 120 |
| Empire Mutual* | 58 | 72 | 72 | 95 | 95 | 111 |
| Liberty Mutual Fire | 59 | 73 | 75 | 94 | 99 | 110 |
| Nationwide Mutual | 63 | 69 | 77 | 92 | 95 | 107 |
| Merchants Mutual | 60 | 68 | 73 | 87 | 96 | 103 |
| Ins. Co. of North America | 66 | 77 | 83 | 98 | 108 | 116 |
| Lumbermens Mutual Casualty | 64 | 71 | 78 | 94 | 99 | 111 |
| Utica Mutual* | 53 | 76 | 64 | 97 | 86 | 115 |
| General Accident | 61 | 69 | 75 | 91 | 99 | 107 |
| Boston Old Colony | 57 | 66 | 69 | 84 | 91 | 100 |
| Assigned Risk | 71 | 78 | 91 | 108 | 113 | 119 |

Unmarried Male-Age 20-One Chargeable Accident

| | | | | | | |
|----------------------------|-------|-------|-------|-------|-------|-------|
| Allstate | \$201 | \$308 | \$249 | \$365 | \$296 | \$415 |
| Hartford | 209 | 240 | 264 | 315 | 325 | 381 |
| Aetna Casualty | 173 | 207 | 220 | 273 | 275 | 333 |
| Government Employees | 152 | 175 | 187 | 224 | 226 | 259 |
| Travelers | 277 | 326 | 337 | 407 | 406 | 475 |
| State Farm Mutual | 263 | 306 | 312 | 386 | 351 | 450 |
| Empire Mutual* | 175 | 255 | 215 | 316 | 258 | 367 |
| Liberty Mutual Fire* | 199 | 275 | 249 | 355 | 297 | 409 |
| Nationwide Mutual | 232 | 277 | 286 | 342 | 335 | 397 |
| Merchants Mutual | 209 | 238 | 256 | 302 | 307 | 350 |
| Ins. Co. of North America | 203 | 287 | 255 | 351 | 309 | 408 |
| Lumbermens Mutual Casualty | 234 | 275 | 287 | 338 | 342 | 391 |
| Utica Mutual* | 155 | 237 | 188 | 304 | 230 | 362 |
| General Accident | 235 | 277 | 287 | 340 | 349 | 394 |
| Boston Old Colony | 167 | 192 | 203 | 246 | 246 | 294 |
| Assigned Risk | 247 | 291 | 325 | 383 | 373 | 423 |

*The January 1, 1975 rates for these companies are lower than the no-fault "go-in" rates they charged on February 1, 1974. For the remaining companies, January 1, 1975 rates are identical with the February 1, 1974 "go-in" rates.

NOTES

Assigned Risk premiums based on \$50,000/\$100,000 maximum bodily injury liability and residual liability and \$1,000 medical payments.

Premiums for Allstate, State Farm Mutual and Travelers for preferred adults based on annual mileage over 7,500.

Government Employees and State Farm Mutual include minimum \$5,000 residual medical payments.

Premiums for Liberty Mutual Fire and State Farm Mutual are estimated. Liberty Mutual's package policy includes single limit BI and PD liability, medical expenses and death benefits. State Farm's policy offers BI and PD at a single premium.



ANALYSIS OF FIRST-YEAR EXPERIENCE WITH
THE MICHIGAN NO-FAULT AUTO INSURANCE LAW
AND RECOMMENDATIONS FOR ITS IMPROVEMENT

Presented to:

Special No-Fault Study Committee,
Michigan House of Representatives

By:

Michigan Association of Insurance Companies

November 12, 1974



TO: Honorable Matthew McNeely, Chairman; Dan Angel, William Hayward, Kirby Holmes, John Engler, John Kelsey, George Edwards, Casmer Ogonowski

Gentlemen:

The Michigan insurance companies were among the first to call for a no-fault law so that the auto insurance dollar could be concentrated on paying the expenses of the injured instead of those of the legal system.

But we expressed serious concern about some aspects of the law as it finally was adopted.

We feared that the revolutionary change which it made would create prolonged constitutionality issues, which would leave the insurance system operating under a cloud of uncertainty and make it impossible to determine the cost effect of the change.

We had grave doubts whether the nature of the law's restriction on injury fault claims and lawsuits would be adequate to support unlimited no-fault benefits without creating additional insurance cost for motorists.

And we questioned whether people would accept the elimination of their right to collect from an at-fault driver for damage to their vehicles.

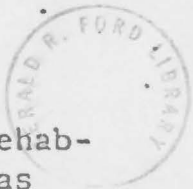
Regardless of those reservations, we assured you and your colleagues that, as professional administrators of the insurance system, we would conscientiously provide the people of Michigan with the best possible protection at the least possible cost which the conditions would allow.

We have done that, and because the Michigan companies insure approximately half of the motor vehicles in the state we have had a very broad exposure to the practical application of the new law.

Briefly, this is what has happened:

1. Your decision to provide unlimited no-fault medical and rehabilitation benefits and very substantial income loss compensation has created near-ideal economic protection for accident injury victims, and especially for the seriously injured. It is a dramatic improvement over the fault system.

2. The law's removal of fault system recovery for damage to motor vehicles has brought angry reaction from the motorist who does not have collision coverage and cannot collect from a negligent driver who smashes his car, or who has a form of collision coverage under which he does not get his deductible when another driver is at fault. This has created a distorted impression of public dissatisfaction with the entire no-fault concept because there are many more instances of vehicle damage than of injury, and the injured who are benefitting from no-fault have not been heard from.



3. Some segments of the law obviously need clarifying amendments. There is a question whether school districts were intended to insure the children on their buses. There is an almost certainly unintended provision for companies to recover no-fault benefits out of pain and suffering awards to their insureds. Mandatory liability limits should be stated in the act itself. And the right of a motorist to voluntarily coordinate his no-fault coverage with some other injury benefits is in doubt.

4. As we feared, the insurance system has been forced to operate without answers to whether the law will be upheld and, if so, in what form. The lack of those answers also has deferred the legal cases which will determine whether the law's provision which is intended to sharply cut the fault system expenses will work. As a result it has been impossible to determine the effect of the law on the cost of auto insurance, and the delay has created a multi-million-dollar possibility of double injury payments.

5. Michigan motorists have had considerable auto insurance cost savings during the first year of no-fault, even through the actual cost effect of the law could not be established. This resulted from company decisions to hold the line or decrease their premium levels until no-fault experience could be established, despite the uncertainties of the law and the impact of soaring inflation on the cost of everything auto insurance pays for.

As we advised you when this committee was created, we appreciate your decision to review the performance of the no-fault law and to consider the possibilities for its improvement, and we offer our fullest cooperation.

We believe the following elaboration upon the highlights of our experience with it should be a practical and important contribution to your considerations. In addition, we would be pleased to answer any questions which you may have, and to consult with you at any time.

MEDICAL, REHABILITATION, AND INCOME LOSS BENEFITS:

Without question, this law is abundantly fulfilling the primary objective of the no-fault principle, which is to guarantee prompt, sure, adequate recovery of injury costs for all accident victims.

In the first year of no-fault, more than 135,000 persons were injured in Michigan auto accidents and nearly 1,800 were killed. Among the injured and the dependents of the fatally hurt who were insured by the Michigan companies the no-fault protection was universally well-received, and this undoubtedly was true of all others.



Companies have stressed prompt payment and in most instances it has been made within a few days of the receipt of proof of doctor and hospital bills, income loss, and replacement of services which an injured person would have done for himself. Dependency benefits, which are geared to the maximum \$1,000 a month for three years income loss benefits, have been quickly established and paid. Under the fault system payment could have been made only if another driver was legally liable and after the total amount of the loss was established, both of which often had to be determined by lawsuit.

In all of these injuries and deaths no-fault has paid all medical and hospital costs, plus income loss or dependency benefits when applicable, except to the extent that workmen's compensation, social security or coordination with health benefits was involved. It has paid regardless of who was at fault or whether anyone was at fault. Under the fault system only about half of those injured would have been able to collect from someone else.

The no-fault benefits have been particularly important for those who have many thousands of dollars of hospital-medical costs which, under the old system, would not have been met by modest auto insurance medical coverage or health insurance, and for those who have extended work loss for which they have little or no other coverage.

The most dramatic effect of the change has been the creation of a new dimension in the role of auto insurance with the critically injured whose only hope for a future with any enjoyment of life, instead of as a helpless bed patient, lies in timely, comprehensive rehabilitation.

Under the fault system, auto insurance could do little to meet their treatment needs. Unless someone else was legally at fault for the injury, auto insurance had no role beyond the possibility of medical payments by the injured person's company, usually not more than \$5,000. If the injury involved a fault claim, the role of auto insurance was for the other motorist's company to defend its insured and, if he was legally liable, to ultimately pay the determined award.

Now the critically injured are assured immediate access to all necessary treatment and rehabilitation, with all of the costs guaranteed directly by their own auto insurer. A number of such cases already are either in or scheduled to go to the best rehabilitation centers in the country, with their initial treatment and lifetime care costs reserved by their insurers at from \$100,000 to \$250,000 each.

In cooperation with Chairman McNeely, we have asked a few of those who have experienced the no-fault benefits, or their close relatives, and some of the specialists in rehabilitation treatment to give you at your hearings a first-hand picture of how the law is working.



When the Legislature decided to extend the no-fault principle to include damage to motor vehicles it removed a form of protection which motorists long have accepted and relied upon and about which they generally have strong moral convictions.

Taking away the right to recover from an at-fault driver created a total void in vehicle damage recovery for those without collision insurance and a partial one for those with that coverage. The motorist with an old car with too little value to insure, one who feels he cannot or does not want to pay for collision insurance, and those who ignore collision coverage because they are convinced that any damage would be another driver's fault are accustomed to expect payment when someone else is at fault. Now that right to collect is gone. The great majority, who buy collision insurance, also expect to recover their deductible along with the rest of the damage if another is at fault. That right also was removed.

This condition has been remedied for most motorists by the offering of two new forms of collision insurance. One, called limited collision, pays for vehicle damage only if another is at fault. The other, called broadened collision, pays the deductible along with the rest of the damage if another is at fault.

When the no-fault law became effective, companies applied limited collision without charge to the policies of those without collision coverage, and broadened collision without charge to those with collision coverage. At the first policy renewal, the new coverages and their rates were explained and motorists were given the option of buying either of these or regular collision coverage with a deductible. Limited collision rates were the lowest of the three. Broadened collision rates were slightly higher than those for standard deductible collision. In addition, some companies provided limited collision with a deductible to give the motorist a lower rate.

The response among motorists differed by company, but in general about 70 to 80 per cent took either regular or broadened collision, 15 to 20 per cent took limited, and 5 to 15 per cent elected to have no collision coverage.

This still leaves those who have no collision insurance unable to collect for any damage to their vehicles, and those who have regular collision or limited collision with a deductible unable to collect the amount of the deductible, and many in this group have been expressing great dissatisfaction.

There are three alternatives for resolving this matter. One is to leave the law as it now is and attempt to educate those who are complaining that, like all others, they received a rate reduction from the elimination of property damage liability and if they want the substitute protection they must pay for it. Another is to restore property damage liability. The third is to make limited collision coverage, without a deductible, a mandatory part of the no-fault law.



If there is a change, it also should involve consideration of the status of the present residual property damage liability coverage and the property protection insurance provision, both of which are part of the overall rates for vehicle damage coverages.

Among the companies, there are differences of opinion as to which might be the better course. We believe it would be helpful to you to hear the different views about this and the reasons for them as you consider this question.

SITUATIONS WHICH NEED CLARIFYING:

The question of school bus coverage already is before you in bill form. Those involving subrogation against pain and suffering awards, the liability limit, and coordination of benefits undoubtedly are drafting oversights requiring technical corrections. We would be happy to discuss these with you when you are ready to review the law after your hearings.

EFFECT OF THE CLIMATE OF LEGAL UNCERTAINTY:

What has happened on the question of whether the no-fault law is constitutional has become an example of the long-delayed court decisions which were one of the motivations for creating a no-fault system.

Shortly after the law was adopted in October, 1972, the Supreme Court was asked to resolve this issue. It ruled only that the Legislature had acted properly in creating the law. Subsequently, two lawsuits in circuit courts have produced decisions which have clouded the law's status. Now, after more than two years, the issue again must go before the Supreme Court and apparently there is little likelihood that it may act for many more months.

If the law should then be thrown out insurers would be faced with the possibility of fault system claims, on top of the no-fault benefits already paid, in injury cases dating back to the October 1, 1973, effective date of no-fault. For the first year, that double payment potential is estimated at 250 million dollars. By the time there is a decision it could nearly double.

With the constitutionality question unanswered, the other serious legal uncertainty in the law also has been left in limbo. This is the question of whether the provision allowing legal action for pain and suffering damages in instances of "serious impairment of body function" will sharply reduce the fault expenses in the insurance system or whether it may open a floodgate of fault claims and lawsuits.

There has been a sharp drop in injury liability claims the past year, but that does not answer the question. Because of the prospect that the courts might restore the fault system, and with a three-year period in which to file suits, many law firms are known to be "stockpiling" suits rather than testing the language of the new law. In recent months, however, companies have begun to receive claims involving the "serious impairment" question.



How the intent of this language is interpreted by the injured and the courts will be a major factor in how the no-fault law will affect the price of auto insurance. If all manner of minor and temporary disabilities are construed to justify pain and suffering damages the fault system will be largely reimposed upon the no-fault system. This would make financing the new costs of unlimited care for all of the injured out of reduced fault costs obviously impossible.

PRESENT COST EFFECT OF NO-FAULT AND THE PROSPECTS:

When no-fault became effective companies adjusted their rates between the new and old coverages to reflect the expected changes in loss exposure. This decreased premiums for those who bought only the mandatory no-fault coverages. It maintained or slightly decreased the former premium for those who also have collision coverage.

In addition, there were larger premium decreases for young drivers, those with low incomes, and retirees, to reflect the fact that they had smaller or less likely exposure to income loss. Retirees are charged only for the risk of services replacement for themselves or an uninsured passenger or pedestrian, or income loss for the latter.

Also, those who have elected to coordinate their no-fault auto insurance with their health insurance have received additional rate reductions.

As a result, the price of Michigan auto insurance, unlike that of almost any other commodity or service, has remained stable or decreased. In most companies rates have not increased since early 1973, for many not since 1971, and some have decreased rates during that period.

The present rates are based on loss experience under the fault system, adjusted to the probable effect of no-fault in the best judgment of the companies, pending the acquiring of adequate actual no-fault experience.

During the past year loss experience generally has improved, but this has had little to do with no-fault. Primarily it has resulted from the sustained decrease in accidents, injuries and deaths produced by the changed driving habits inspired by the energy problem.

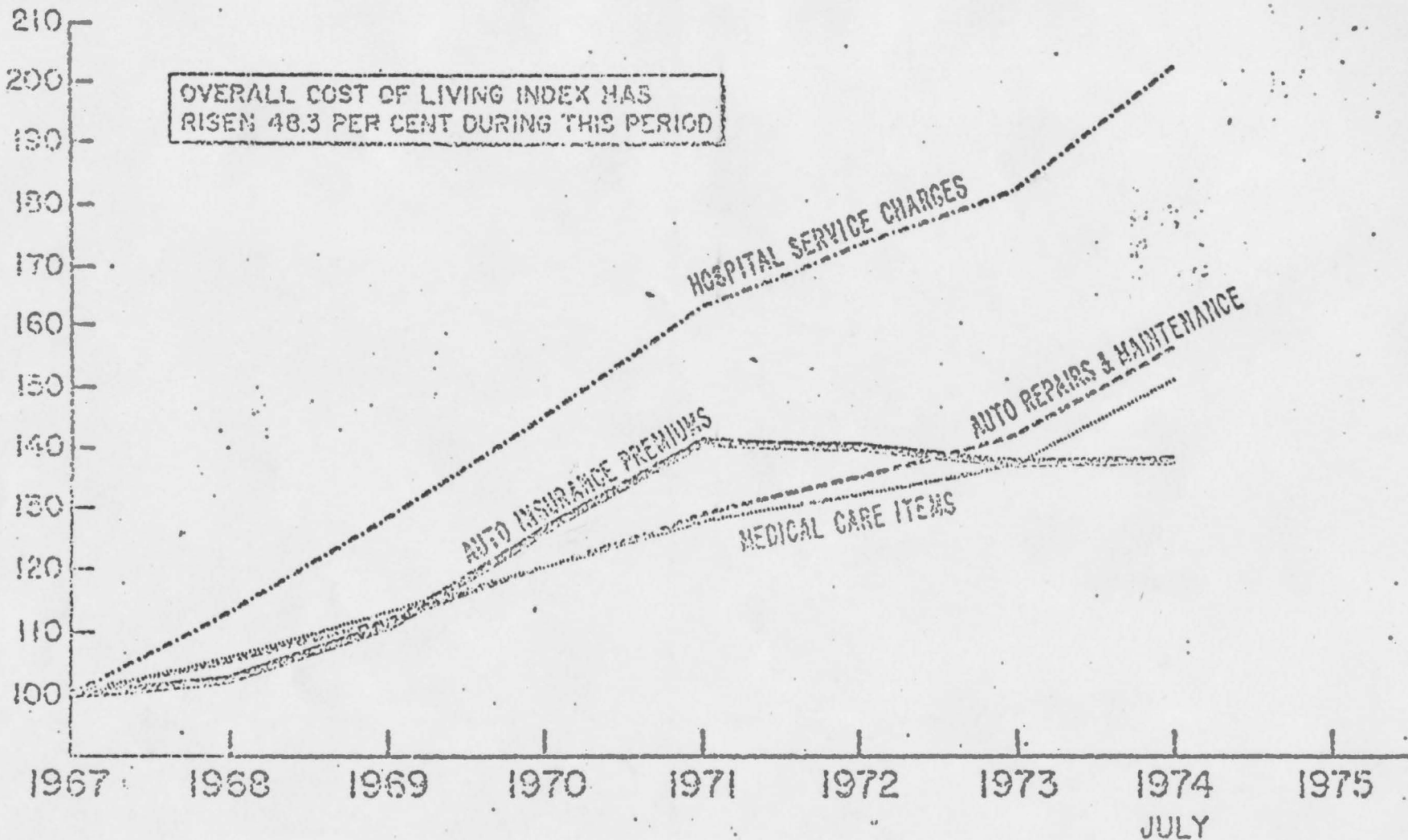
Now the effect of the accident decrease is being offset by the sharpest inflation in recent times in the cost of everything which auto insurance pays for. Two graphs depicting the relationship of auto insurance price to those costs are attached. They are based on national figures but are essentially true of Michigan. In the period since last July, where these conclude, doctor's fees have jumped to an annual rate of increase of 19 per cent and hospital charges to an 18 per cent rate. The cost of car repair parts has soared 23 per cent and new car price increases have raised replacement costs some \$500 on 1974 models and a like amount for 1975s.

Because of the conflicting factors in the basic cost trend and the threat of staggering double payments and a flood of pain and suffering suits, it is impossible for insurers to predict at this time what the effect may be on the future of auto insurance price. The loss improvement of the past year could easily be removed quickly by the inflation trend alone, and would be wiped out many times over by an adverse answer to either of the legal uncertainties.

TRENDS IN COSTS OF AUTO INSURANCE PREMIUMS AND OF MAJOR ITEMS FOR WHICH AUTO INSURANCE PAYS

• 1967-1974 •

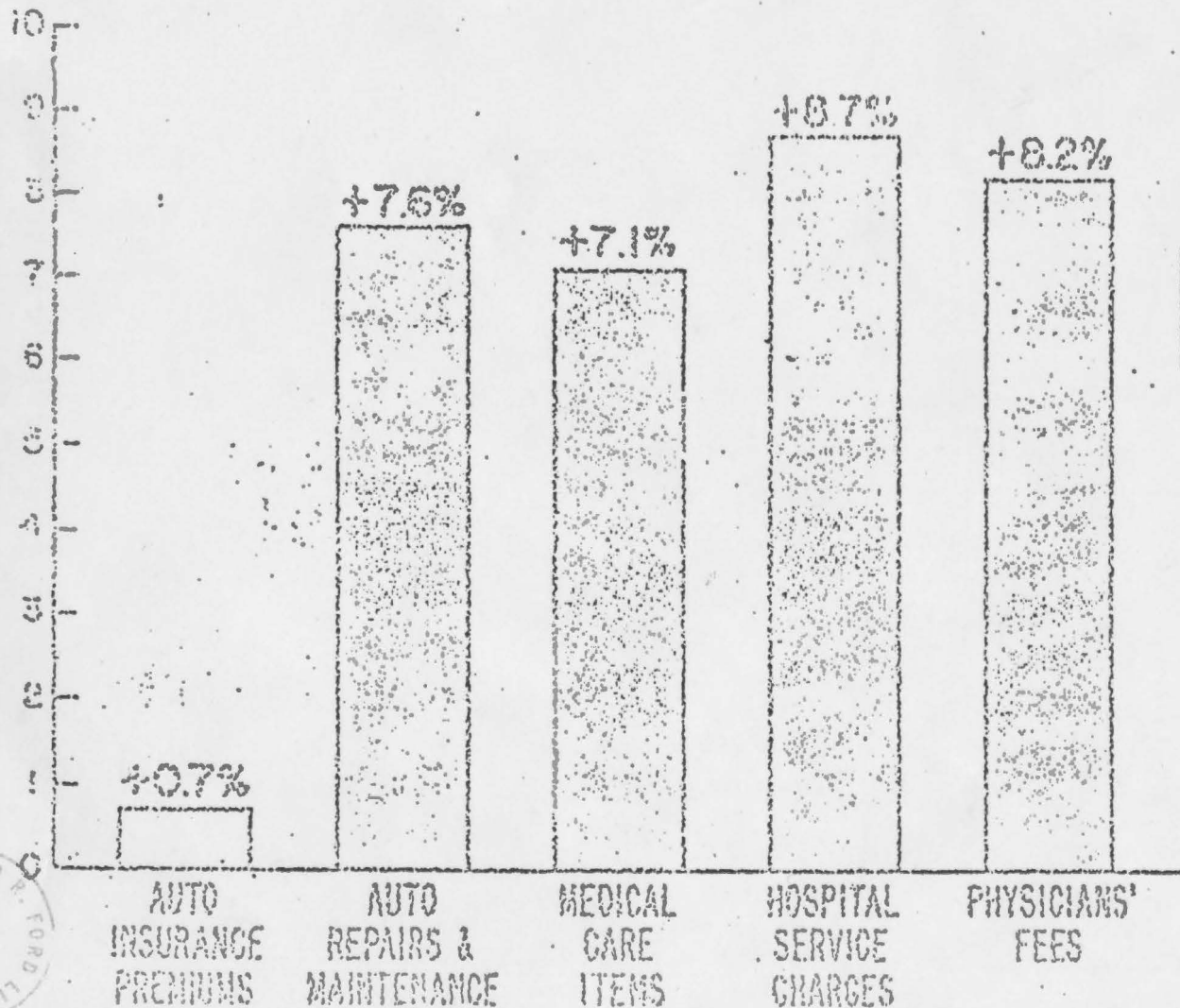
INDEX



TRENDS IN COSTS OF AUTO INSURANCE PREMIUMS AND OF MAJOR ITEMS FOR WHICH AUTO INSURANCE PAYS

• DECEMBER 1973—JULY 1974 •

PER CENT
CHANGE



OVERALL COST OF LIVING
INDEX HAS RISEN 7.1 PER CENT
DURING THIS PERIOD



CONCLUSIONS:

The improvement which the no-fault principle has created in compensating the injured overshadows the conditions which are plaguing it and deserves to be protected by resolving them.

The property damage liability situation should be carefully reviewed to determine how best to relieve those whom it has distressed and to prevent the erosion of confidence in the no-fault principle.

There is nothing you can do, of course, about the constitutionality question, but it is important that you be aware of and understand the threat which it poses to the economics of no-fault protection.

If the "serious impairment" language does become an open invitation to frivolous lawsuits instead of a protection against them we strongly believe that you should reconsider this section of the law.

The people of Michigan now have a tremendously broader and more effective auto injury loss protection at no greater price than the former system and at lesser price for many. Under the conditions it is not possible to predict whether the economics of this change will improve or worsen. If there are savings, the Michigan companies and others are pledged to pass them on to their insured motorists. If the costs increase, we will have no choice but to pass them on also.

Respectfully submitted,



William P. Jamieson, President
Michigan Association of
Insurance Companies

WPJ:fs

Atts. 2.



NO-FAULT CAR INSURANCE

12-B Friday, Nov. 15, '74 DETROIT FREE PRESS

IF YOU JUDGE IT ON BROKEN PEOPLE ...IT'S BEEN A BOON.

In certain ways it has proven to be one of the greatest innovations since the Salk vaccine, and in other ways, one of the worst since the Edsel.

Thanks to No-Fault, every motorist, passenger and pedestrian in Michigan is entitled to medical benefits

We've all lived with No-Fault car insurance for a little over a year now.

In one classic example here at AAA, we had a little girl whose spinal cord was damaged in a car accident.

She has spent the better part of the last year in four different hospitals. And she will need a live-in therapist when she finally comes home.

Every pill, every crutch, every time a doctor exercises her legs—all medical expenses caused by the accident—will be paid for the rest of her life, thanks to No-Fault.

The key point is that her benefits were immediate and unlimited without ever having to go into court over who was at



Ponder the magnitude of that statement.

system of car insurance.



IF YOU JUDGE IT ON BROKEN FENDERS ...IT'S BEEN A BUST.

Eight out of every
ten car
accidents,
however,
are the

crumpled fender kind, as opposed to the personal injury type.

And this is where No-Fault breaks down.

The classic case here is that of the motorist waiting at an intersection for the light to change. And whammo, someone piles into the rear of his car.

The Michigan No-Fault law says that he must pay for his own car damages unless, of course, he bought collision insurance—a hardship purchase, we might add, for a person with a limited income and an older car.

But even if his collision damages are covered, he may have to pay a deductible even though he was not at fault in the accident.

And to us, that part of the No-Fault system just does not make sense.

Florida, too, had a system for handling car damages under No-Fault until their courts declared it unconstitutional.

Today, only one other state besides Michigan (out of the nation's 23 No-Fault states) treats payments for collision damages similar to the way we do under No-Fault.

The Exchange at AAA was against including provisions for handling property damages under the No-Fault law before it was passed by the Michigan legislature over a year ago.

But we said, "We'll try to make it fly."

Well, it has flown alright, but not nearly as well as it could or should.

No-Fault has been a tremendous success when it comes to the repair of broken people, and a disappointing failure when it comes to the repair of broken fenders.

And we think it's high time that our legislators correct the Michigan No-Fault law by taking property damage provisions out of it, so that Michigan will have the best possible system of car insurance available anywhere in the nation.

We want to do more for you.



Michigan

Detroit Automobile Inter-Insurance Exchange

THE WHITE HOUSE

WASHINGTON

ACTION

May 2, 1975

MEMORANDUM FOR: THE PRESIDENT
FROM: JIM CANNON
SUBJECT: NO-FAULT AUTOMOBILE INSURANCE

Secretary Coleman is scheduled to testify on no-fault automobile insurance on Monday, May 5.

The purpose of this memorandum is to seek your guidance on this issue.

Background

At the consumer meeting in April, you asked me where we stood on the no-fault automobile insurance issue.

Jim Lynn has prepared a memo discussing the issue (Tab A).

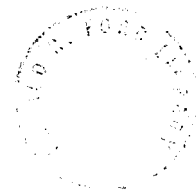
Issues and Options

Two basic issues are presented:

Issue #1 Should the Federal Government mandate State Governments to adopt mandatory automobile insurance coverage using a no-fault system?

Arguments for:

- . The only way in which the remaining States that do not now have mandatory coverage and a no-fault system will adopt such a system is through Federal mandate.
- . There are likely to be significant dollar savings to the consumers through the adoption of a no-fault system.



- . The establishment of uniform minimum Federal standards will ease the administrative burdens imposed on insurers by virtue of the current patchwork quilt of differing State laws and will simplify recoveries by insureds.

Arguments against:

- . Insurance regulation, automobile and drivers registration, enforcement of traffic laws and court adjudication of automobile-related disputes have traditionally been a responsibility of the States. Federal legislation establishing minimum standards for no-fault would encroach upon State responsibility and run counter to your philosophy relating to the decentralization of government.
- . Sixteen States now have a no-fault system covering 42 percent of all licensed drivers. Nine other States have adopted "add-on" laws which provide some form of no-fault coverage. Most States not now having no-fault will consider no-fault proposals this year. If California adopts a no-fault law, over 50 percent of the Nation's licensed drivers will be covered by no-fault.
- . The National Governors Conference opposes the adoption of national no-fault or mandated standards for automobile insurance.

Options

1. Support Federal minimum no-fault standards.

Those favoring this option include Secretary Coleman, Secretary Hills, Virginia Knauer and Jim Lynn.

2. Continue to favor State action and oppose Federal no-fault legislation.

Those favoring this option include the Attorney General, Phil Buchen and Jim Cannon.

Bill Suddiman



Recommendation

I recommend you select option 2.

Decision

Option 1 _____ (Coleman, Hills, Knauer, Lynn)

Option 2 _____ (Attorney General, Buchen, Cannon)

Issue #2

If you decide to support some Federal involvement in no-fault automobile insurance, what approach do you favor?

Options

There are essentially two alternatives being actively considered.

1. Alternative One

The Magnuson-Hart Bill (S.354). This sets minimum no-fault standards, and each State must pass laws conforming to these standards. If the Secretary of DOT determines that the State does not meet the standards, the Federal law automatically pre-empts the State insurance laws.

Arguments for:

- . This is the bill which passed the Senate last year. It is the stronger of the two alternatives and has very strong labor support. (The unions see no-fault as a future bargaining objective as part of a package of employer-financed coverage.)

Arguments against:

- . This involves the most direct Federal involvement and could well lead to an increased Federal role in the future (e.g., in setting rates or coverage requirements). The Attorney General questions the constitutionality of requiring the States to administer a Federal insurance law if they fail to adopt a similar one of their own.

2. Alternative Two

Amended S.354 (Kemper Plan) provides that the Governor of each State must certify to the Secretary of DOT that his State law meets the Federal no-fault standard. If the Secretary questions the certification, he must submit the issue to the courts, which would then determine whether or not the State law conformed with the Federal standards. If the court determines that the State law does conform, there would be no further Federal role. If the court determines that the State law does not conform, the Secretary must (no discretion) withhold Federal highway funds from that State.

Arguments for:

- . Limits Executive Branch involvement to essentially a passive role and, therefore, the Federal role is less likely to increase in the future.

Arguments against:

- . Will likely be opposed by highway program advocates. Gives the courts responsibility for determining whether complex State insurance laws conform to Federal standards.

Decision (If you decide to support some Federal no-fault law)

Option 1 Support Magnuson-Hart Bill (S.354).

Those favoring this option include Secretary Coleman and Virginia Knauer.

Approve _____

Disapprove _____

Option 2 Support highway fund cut-off approach.

Those favoring this option include the Attorney General, Phil Buchen, Jim Lynn, and ~~Jim Cannon~~.

Approve _____

Disapprove _____



THE WHITE HOUSE

WASHINGTON

May 2, 1975

MEMORANDUM FOR THE PRESIDENT

FROM: PHILIP BUCHEN
RODERICK HILLS R.H.
KENNETH LAZARUS

SUBJECT: No-Fault Motor Vehicle Insurance Act (S. 354)

Although data is still incomplete, the following observations can be made about a no-fault system:

- (1) No-fault does deliver a larger part of each premium dollar to accident victims than does the more traditional tort system.
- (2) No-fault does distribute dollars more equitably and faster to accident victims.
- (3) While no-fault does appear to be a better system on the basis of experience to date, S. 354 provides for broader coverage than traditional tort systems. Thus, it is not at all clear that the premiums under S. 354 would be reduced over the long run.
- (4) Also, only one state, Michigan, has a no-fault statute with coverage as broad as that contemplated by S. 354.

There are several reasons, under the present circumstances, why S. 354 can be regarded as an unwarranted, or at least a premature, intrusion of the Federal Government into the affairs of the states:

- (1) The National Governors Conference strongly opposes a federal no-fault statute and the Governors of several states with no-fault have actually opposed the imposition of federal control.
- (2) Other states (e. g. , California) seem to be close to enacting their own statutes.
- (3) Much of the public support for no-fault is based on the unwarranted belief that it will reduce premiums substantially.
- (4) The experience of the states having no-fault is still sufficiently mixed as to cloud a final appraisal of what kind of coverage was the "best".
- (5) The Attorney General feels strongly that imposition of a federal standard of no-fault now would be an unprecedented intrusion in a traditional state matter.

The Department of Transportation has encouraged states to adopt no-fault and has provided considerable technical assistance to the states. One can conclude that that is a better form of federalism at this time. The Administration can again issue strong support for no-fault on a state by state basis, and it can consider other ways to help the states help themselves.

Finally, it should be noted that informal observers expect a substantial increase in insurance premiums for auto insurance next year. This fact (if it occurs) together with the fact that the House has not yet considered the matter in depth may speak for an Administration position such as that set forth above, i. e. ,

Oppose S. 354 at the present time, but await the development of further facts in Congressional hearings before taking a firm position.

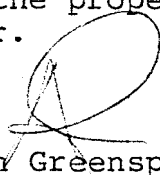
THE CHAIRMAN OF THE
COUNCIL OF ECONOMIC ADVISERS
WASHINGTON

May 2, 1975

MEMORANDUM FOR JERRY JONES

RE: Federal No-Fault Motor Vehicle Insurance

Essentially this issue involves matters and choices about which the Council of Economic Advisers has little to say. We do see some merit, however, in the Justice Department's reservations regarding the proper role of the Federal government in this matter.


Alan Greenspan



THE WHITE HOUSE
WASHINGTON

May 2, 1975

MEMORANDUM FOR JIM LYNN

FROM: L. WILLIAM SEIDMAN

SUBJECT: Federal No-Fault Motor Vehicle Insurance

The President has a long record of supporting the position that no-fault motor vehicle insurance is a state issue. Since, as a general policy, we are attempting to reduce federal regulation, I see no reason to change or transcend that policy in this case.

If the citizens of a state wish to adopt or reject no-fault insurance, they can do it without the help of those of us in Washington, D.C. All too often, what begins as a good idea ends up as federal regulation, encrusted with barnacles.



THE WHITE HOUSE

WASHINGTON

ACTION

May 2, 1975

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- . There are likely to be significant dollar savings to the consumers through the adoption of a no-fault system.

- . The establishment of uniform minimum Federal standards will ease the administrative burdens imposed on insurers by virtue of the current patchwork quilt of differing State laws and will simplify recoveries by insureds.

Arguments against:

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Options

1. Support Federal minimum no-fault standards.

Those favoring this option include Secretary Coleman, Secretary Hills, Virginia Knauer and Jim Lynn.

2. Continue to favor State action and oppose Federal no-fault legislation.

Those favoring this option include the Attorney General, Phil Buchen and Jim Cannon, and Bill Seidman.



Recommendation

I recommend you select option 2.

Decision

Option 1 _____ (Coleman, Hills, Knauer, Lynn)

Option 2 _____ (Attorney General, Buchen, Cannon)

Issue #2 If you decide to support some Federal involvement in no-fault automobile insurance, what approach do you favor?

Options

There are essentially two alternatives being actively considered.

1. Alternative One

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Arguments for:

- . This is the bill which passed the Senate last year. It is the stronger of the two alternatives and has very strong labor support. (The unions see no-fault as a future bargaining objective as part of a package of employer-financed coverage.)

Arguments against:

- . This involves the most direct Federal involvement and could well lead to an increased Federal role in the future (e.g., in setting rates or coverage requirements). The Attorney General questions the constitutionality of requiring the States to administer a Federal insurance law if they fail to adopt a similar one of their own.



2. Alternative Two

Amended S.354 (Kemper Plan) provides that the Governor of each State must certify to the Secretary of DOT that his State law meets the Federal no-fault standard. If the Secretary questions the certification, he must submit the issue to the courts, which would then determine whether or not the State law conformed with the Federal standards. If the court determines that the State law does conform, there would be no further Federal role. If the court determines that the State law does not conform, the Secretary must (no discretion) withhold Federal highway funds from that State.

Arguments for:

- . Limits Executive Branch involvement to essentially a passive role and, therefore, the Federal role is less likely to increase in the future.

Arguments against:

- . Will likely be opposed by highway program advocates. Gives the courts responsibility for determining whether complex State insurance laws conform to Federal standards.

Decision (If you decide to support some Federal no-fault law)

Option 1 Support Magnuson-Hart Bill (S.354).

Those favoring this option include Secretary Coleman and Virginia Knauer.

Approve _____

Disapprove _____

Option 2 Support highway fund cut-off approach.

Those favoring this option include the Attorney General, Phil Buchen, Jim Lynn.

Approve _____

Disapprove _____



THE WHITE HOUSE

WASHINGTON

ACTION

May 2, 1975

MEMORANDUM FOR: THE PRESIDENT
FROM: JIM CANNON *Jim*
SUBJECT: NO-FAULT AUTOMOBILE INSURANCE

Secretary Coleman is scheduled to testify on no-fault automobile insurance on Monday, May 5.

The purpose of this memorandum is to seek your guidance on this issue.

Background

At the consumer meeting in April, you asked me where we stood on the no-fault automobile insurance issue.

Jim Lynn has prepared a memo discussing the issue (Tab A).

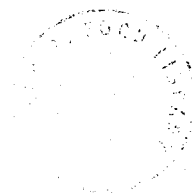
Issues and Options

Two basic issues are presented:

Issue #1 Should the Federal Government mandate State Governments to adopt mandatory automobile insurance coverage using a no-fault system?

Arguments for:

- . The only way in which the remaining States that do not now have mandatory coverage and a no-fault system will adopt such a system is through Federal mandate.
- . There are likely to be significant dollar savings to the consumers through the adoption of a no-fault system.



- . The establishment of uniform minimum Federal standards will ease the administrative burdens imposed on insurers by virtue of the current patchwork quilt of differing State laws and will simplify recoveries by insureds.

Arguments against:

- . Insurance regulation, automobile and drivers registration, enforcement of traffic laws and court adjudication of automobile-related disputes have traditionally been a responsibility of the States. Federal legislation establishing minimum standards for no-fault would encroach upon State responsibility and run counter to your philosophy relating to the decentralization of government.
- . Sixteen States now have a no-fault system covering 42 percent of all licensed drivers. Nine other States have adopted "add-on" laws which provide some form of no-fault coverage. Most States not now having no-fault will consider no-fault proposals this year. If California adopts a no-fault law, over 50 percent of the Nation's licensed drivers will be covered by no-fault.
- . The National Governors Conference opposes the adoption of national no-fault or mandated standards for automobile insurance.

Options

1. Support Federal minimum no-fault standards.

Those favoring this option include Secretary Coleman, Secretary Hills, Virginia Knauer and Jim Lynn.

2. Continue to favor State action and oppose Federal no-fault legislation.

Those favoring this option include the Attorney General, Phil Buchen and Jim Cannon, and Bill Seidman.



Recommendation

I recommend you select option 2.

Decision

Option 1 _____ (Coleman, Hills, Knauer, Lynn)

Option 2 _____ (Attorney General, Buchen, Cannon)

Issue #2

If you decide to support some Federal involvement in no-fault automobile insurance, what approach do you favor?

Options

There are essentially two alternatives being actively considered.

1. Alternative One

The Magnuson-Hart Bill (S.354). This sets minimum no-fault standards, and each State must pass laws conforming to these standards. If the Secretary of DOT determines that the State does not meet the standards, the Federal law automatically pre-empts the State insurance laws.

Arguments for:

- . This is the bill which passed the Senate last year. It is the stronger of the two alternatives and has very strong labor support. (The unions see no-fault as a future bargaining objective as part of a package of employer-financed coverage.)

Arguments against:

- . This involves the most direct Federal involvement and could well lead to an increased Federal role in the future (e.g., in setting rates or coverage requirements). The Attorney General questions the constitutionality of requiring the States to administer a Federal insurance law if they fail to adopt a similar one of their own.

2. Alternative Two

Amended S.354 (Kemper Plan) provides that the Governor of each State must certify to the Secretary of DOT that his State law meets the Federal no-fault standard. If the Secretary questions the certification, he must submit the issue to the courts, which would then determine whether or not the State law conformed with the Federal standards. If the court determines that the State law does conform, there would be no further Federal role. If the court determines that the State law does not conform, the Secretary must (no discretion) withhold Federal highway funds from that State.

Arguments for:

- . Limits Executive Branch involvement to essentially a passive role and, therefore, the Federal role is less likely to increase in the future.

Arguments against:

- . Will likely be opposed by highway program advocates. Gives the courts responsibility for determining whether complex State insurance laws conform to Federal standards.

Decision (If you decide to support some Federal no-fault law)

Option 1 Support Magnuson-Hart Bill (S.354).

Those favoring this option include Secretary Coleman and Virginia Knauer.

Approve _____

Disapprove _____

Option 2 Support highway fund cut-off approach.

Those favoring this option include the Attorney General, Phil Buchen, Jim Lynn.

Approve _____

Disapprove _____