Minnesota — Personal Automobile Reference Data

Ed. Date June 2026

Requirement Category	Short Description	Description / Reference
Action Against Insurer	Legal Action-Time Limitations Effective 4/1/2024 Action against insured must be commenced within 6 years for coverages required under 65B.49, except Underinsured Motorist, which must be commenced within 4 years after date of accrual.	Minn. Stat. §65B.49, subd.10 (Source)
Action Against Insurer	SUITS AGAINST COMPANY: For non-required coverages, policyholders must be allowed to bring suit against a company for a period of at least two years after an occurrence or the end of the policy period. Acceptable condition: "after all provisions of underlying policy are complied with."	Minn.R. 2700.0300 (Source)
Applications	APPLICATIONS MUST BE FILED: Minn. Stat. Ch. 65B requires certain information to be included on an application for auto insurance. As a result, applications must be filed and approved by the Department prior to use.	Minn. Stat. Ch. 65B.16 (Source)
Applications	APPLICATIONS - DRIVER INFORMATION - MEMBERS OF THE SAME CLASS: No insurer shall refuse to issue any standard or preferred policy of motor vehicle insurance or make any discrimination in the acceptance of risks, in rates, premiums, dividends, or benefits of any kind, or by way of rebate between persons of the same class.	Minn. Stat. §72A.20, subd. 23, clause (e)(1) (Source)
Applications	APPLICATIONS - DRIVER INFORMATION - RACE: Inquiries about an applicant's race are NOT permitted.	Minn. Stat. §72A.20, subd. 23, clause (e)(2) (Source)
Applications	APPLICATIONS - DRIVER INFORMATION - PHYSICAL/MENTAL IMPAIRMENTS: Inquiries about an applicant's physical or mental impairments MUST include a qualification such as "If yes, explain how the applicant compensates for the impairment." Otherwise, the inquiry must be deleted.	Minn. Stat. §72A.20, subd. 23, clause (e)(3) (Source)
Applications	APPLICATIONS - DRIVER INFORMATION - MARITAL DISSOLUTION: Minnesota Statute 72A.20, subd. 23(e)(4) provides that "[n]o insurer shall make any discrimination in rates *** (4) on account of marital dissolution."	Minn. Stat. §72A.20, subd. 23, clause (e)(4) (Source)
Applications	APPLICATIONS - DRIVER INFORMATION - EMPLOYMENT STATUS: Inquiries about an applicant's employment status are permitted; however, the company must provide written confirmation that an applicant's employment status will NOT be used for any of the following: 1) an underwriting standard or guideline, or 2) a basis to deny coverage.	Minn. Stat. §72A.20, subd. 23, clauses (a)(1) - (a)(2) (Source)
Applications	APPLICATIONS - DRIVER INFORMATION - HOMEOWNERS vs. RENTERS: Inquiries about an applicant's status as a renter are permitted; however, companies must provide written confirmation that an applicant's status as a renter will NOT be used for any of the following: 1) an underwriting standard or guideline, 2) a basis to deny coverage, or 3) differential rating.	Minn. Stat. §72A.20, subd. 23, clauses (b)(1) - (b)(3) (Source)
Applications	APPLICATIONS - PIP - WAGE LOSS EXCLUSION CREDIT: This credit must be offered to policyholders who are either age 65 or older OR who have attained the age of 60 years and are retired and receiving a pension. The department urges companies to include a check-off	Minn. Stat. §65B.44, subd. 3a (Source)

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	box or similar to make sure the applicant is aware of the credit and affirmatively opts in or out.	
Applications	APPLICATIONS - PIP - COMBINED (STACKED) BENEFITS: Insurers must offer applicants the option to combine (stack) PIP benefits on more than one vehicle. The Department recommends that applications include a check box or the like to make sure applicants can affirmatively opt in or out.	Minn. Stat. §65B.47, subd. 7 (Source)
Applications	APPLICATIONS - COVERAGES: MANDATORY NO-FAULT COVERAGES: Insurers must list all mandatory no-fault coverages (i.e. BI, PD, PIP, UM & UIM) on either the application or a supplement to the application.	Minn. Stat. §65B.41 - 65B.49 (Source)
Applications	APPLICATIONS - DISCOUNTS - ACCIDENT PREVENTION DISCOUNT/55 ALIVE (All Major Coverages): Insurance companies must offer a premium discount to insureds age 55 or over who have successfully completed an approved senior driver accident prevention course (renewable with completion of a refresher course every three years). The Department encourages companies to include a check box or the like on the application to make sure applicants are aware of the discount and can affirmatively opt in or out. Please note: A person 58 years old or older who successfully completes an approved refresher course more than three years from the date the person last was eligible for the discount is entitled to reinstatement of the discount.	Minn. Stat. §65B.28 (Source)
Applications	APPLICATIONS - NOTICE REGARDING CANCELLATION DURING THE FIRST 59 DAYS: Applications must contain the following notice in both bold print (10 point font) and CAPITAL LETTERS: "THE INSURER MAY ELECT TO CANCEL COVERAGE AT ANY TIME DURING THE FIRST 59 DAYS FOLLOWING ISSUANCE OF THE COVERAGE FOR ANY REASON THAT IS NOT SPECIFICALLY PROHIBITED BY STATUTE."	Minn. Stat. §65B.162 (Source) Minn. Stat. §72C.04, subd. 6 (Source)
Applications	APPLICATIONS - STATUTORY MINIMUM LIMITS: Applications must not list any limits that are below the statutory minimums.	Minn. Stat. §65B.41 - 65B.49 (Source)
Applications	APPLICATIONS - COMPREHENSIVE - FULL GLASS COVERAGE: Insurers must offer applicants the option to purchase comprehensive, or "other than collision," coverage with first-dollar coverage (i.e., NO deductible) for safety glass. The department recommends that insurance companies include a check box or the like on the application to make sure applicants are aware of the option.	Minn. Stat. §65B.134 (Source)
Applications	APPLICATIONS - BINDERS [AUTOMATIC EXPIRATION WORDING]: If an application contains a policy binder, the binder wording should NOT have any "automatic termination" wording. An example of common industry wording that is NOT permitted states "this binder will automatically expire if no policy is issued." Please NOTE, however, that binders may be canceled with 10 days' notice for any reason or immediately if replaced by an actual policy document. The Department considers a binder to be "coverage" under the cited statutes and, therefore, subject to all requirements found therein.	Minn. Stat. §65B.15 - 65B.16 (Source)
Applications	APPLICATIONS - DISCOUNTS - COMPREHENSIVE - ANTI-THEFT PROTECTIVE DEVICES: Insurers must offer a discount on comprehensive (other than collision) coverage for active anti-theft protective devices (see Minn. Stat. §65B.285 subd. 1). The Department recommends that applications include a check-box or something similar that can serve as a reminder to the applicant that the discount is available.	Minn. Stat. §65B.285 (Source)

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Arbitration	PERSONAL INJURY PROTECTION (PIP): PIP coverage must contain an arbitration provision specifically requiring that disputed amounts of $10,000 or less be submitted for binding arbitration. Threshold amounts of other than $10,000 are NOT permitted.	Minn. Stat. §65B.525, subd. 1 (Source) Minnesota No-Fault Arbitration Rules (Source)
Arbitration	LOCATION OF DISPUTE RESOLUTION PROCEEDINGS: The statute stipulates that all insurance contracts are deemed to be made in Minnesota. The statute requires that dispute resolution/arbitration take place in Minnesota.	Minn. Stat. §60A.08, subd. 4 (Source)
Bankruptcy	Provisions addressing applicability of coverage in the event of bankruptcy or insolvency of an insured must also include the (financial) dissolution of an insured.	Minn. Stat. §60A.08, Subd. 6 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION BY INSURER - NUMBER OF DAYS NOTICE (mid-term and new policies): An insurer must give notice of cancellation as follows: 1) 10 days for nonpayment of premium in all cases, 2) 10 days if a new policy is canceled within the first 59 days of coverage, 3) 30 days if a policy is a new policy in effect for at least 60 days, 4) 30 days if a policy is a renewal. NOTE: Any cancellation made after the first 59 days of a new policy or at any time for a renewal policy is considered a "mid-term" cancellation.	Minn. Stat. §65B.16 (Source)
Cancellation & Nonrenewal Notice	FILING OF CANCELLATION AND NONRENEWAL NOTICES: Regulations require that notices include specific information and follow specific formats (see entries below). As a result, cancellation and nonrenewal notices must be filed with new programs and thereafter when revised.	Minn.R. 2770.8100 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION/NONRENEWAL NOTICES [10 Point Print]: All notices must be in "legible type" at least as large as ten points.	Minn.R. 2700.1300 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION/NONRENEWAL NOTICES - FRONT PAGE FORMAT: All of the following MUST appear on the first page of a notice: 1. Reason(s), 2. Right to appeal, 3. Auto plan information, 4. Description of vehicle(s) (nonrenewal notices only), 5. Name of issuing company, and 6. Date of issuance of notice. If a notice is used to cancel solely in the event of nonpayment of premium, items #2 and #3 above need not appear on the first page.	Minn.R. Part 2770.8100 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION/NONRENEWAL NOTICES: [Reasons]: All notices must include a blank space in which the reason(s) for cancellation or nonrenewal can be stated.	Minn. Stat. §65B.16 (Source) Minn.R. Part 2770.8100 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION/NONRENEWAL NOTICES - [Right to Complain]: All notices must include wording advising policyholders of their right to complain to the Commissioner of Commerce to dispute a policy's termination. Further, this notice must include wording stating that the notice is being given "pursuant to Minn. Stat. §65B.14-65B.21." Wording may include the mailing address of the commissioner: 85 7th Place East, Suite 280, St. Paul, MN 55101.	Minn. Stat. §65B.19, subd. 2 (Source) Minn.R. 2770.8100 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION/NONRENEWAL NOTICES - MINNESOTA AUTOMOBILE INSURANCE PLAN (AUTO PLAN) INFORMATION: [Availability of Auto Plan Required Notice]: All notices MUST include wording advising policyholders of their possible eligibility for insurance through the Minnesota Automobile Insurance Plan (assigned risk plan). This notice must include the following: (1) wording stating that the notice is being given "pursuant to Minn. Stat. § 65B.14-	Minn. Stat. §65B.19, subd. 2 (Source) Minn.R. 2770.8100 (Source)

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	65B.21"; and (2) wording similar to the following that explains the nature of the Plan: "The Plan is a pooling arrangement of all insurance companies providing motor vehicle insurance policies in the state, from which Plan each company must take its share of applicants". Notices should instruct policyholders to contact a licensed agent for information about applying.	
Cancellation & Nonrenewal Notice	NONRENEWAL NOTICES - [Description of vehicle(s)]: All notices must include a blank space in which the make and year of the vehicle(s) can be stated.	Minn.R. Part 2770.8100 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION/NONRENEWAL NOTICES - [Name of Issuing Company]: Insurers must include in a termination notice the specific name of the insuring company. Use of a company group name in lieu of the specific name of the issuing company does NOT satisfy this statutory requirement. Please note that "Termination notice" means a notice of cancellation, nonrenewal, or reduction in limits.	Minn. Stat. §65B.19, subd. 2 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION/NONRENEWAL NOTICES - DATE OF ISSUANCE OF NOTICE: Insurers must include in a termination notice the date the notice is actually issued. The date a notice is issued should coincide with the date the notice is mailed to the named insured. Further, this date should not be confused with the effective date of termination. Please note that "termination notice" means a notice of cancellation, nonrenewal, or reduction in limits.	Minn. Stat. §65B.19, subd. 2 (Source)
Cancellation & Nonrenewal Notice	CANCELLATION BY INSURER - REFUNDS OF PREMIUM: When cancellation is initiated by the insurer, the insurer must return unearned premium, calculated on a pro-rata basis, with the notice of cancellation or no later than the effective date of cancellation	Minn. Stat. §65B.161 (Source) Minn. Stat. §72A.20, subd. 17(b) (Source) Ophus v. Tristate Insurance Company of Minn., Inc., 392 N.W.2d 653 (Minn. App. 1986)
Cancellation & Nonrenewal Notice	CANCELLATION/NONRENEWAL NOTICES: [Miscellaneous]: A cancellation or nonrenewal notice used only with lienholders or loss payees need NOT comply with the statutory requirements outlined herein.	None
Cancellation & Nonrenewal Policy Provisions	CANCELLATION BY INSURER - REASONS: Insurers may not cancel a policy mid-term, except when both of the following requirements are satisfied: 1) The policy is canceled for a reason listed in the cited statute; and 2) The reason for cancellation is stated in the policy.	Minn. Stat. §65B.15 (Source)
Cancellation & Nonrenewal Policy Provisions	NONRENEWAL - REASONS: Only allowed for reasons listed in Minn. R. 2770.7800; reasons do not need to be listed in policy.	Minn.R. 2770.7800 (Source)
Cancellation & Nonrenewal Policy Provisions	NONRENEWAL - DEFINITION: Nonrenewals include not only traditional nonrenewal of a policy, but also reduction in limits (for any coverage except towing) and transfers of policies between rating plans or between companies within a company group. "Rating plans" include "rating tiers."	Minn.R. 2770.7700, subp. 8 (Source)
Cancellation & Nonrenewal Policy Provisions	NONREWAL & CHANGE OF RATING PLANS/COMPANIES: Companies may transfer policyholders a) from one rating plan to another within the same company, or b) from one company to another within a group of companies only if the transfer does NOT increase the policyholder's rate. If there is a rate increase, the company must nonrenew the policy.	Minn.R. 2770.7700, subp. 8, clause C (Source)
Cancellation & Nonrenewal Policy Provisions	CANCELLATION BY POLICYHOLDER - REFUNDS OF PREMIUM: The cancellation condition must provide for a pro rata refund of unearned premium unless the unearned premium is for a period of one month or less. Further, insurers must deliver the unearned premium to the policyholder within 30 days following receipt by the insurer of the policyholder's request for cancellation.	Minn. Stat. §72A.20, subd. 17, clause (b) (Source)

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Cancellation & Nonrenewal Policy Provisions	NONRENEWAL - NUMBER OF DAYS NOTICE: Policies must include a 60-day advance notice of nonrenewal.	Minn. Stat. §65B.17 (Source)
Cancellation & Nonrenewal Policy Provisions	NONRENEWAL - POLICY PERIODS SHORTER THAN 6 MONTHS/OPEN ENDED POLICIES (no fixed expiration date): Any policy with a term of less than six months or with no fixed expiration date must contain a provision stating that the policy can be nonrenewed only at 6-month intervals. Any policy written on an annual basis or longer must include a provision stating that the policy can be nonrenewed only at the anniversary of its original effective date. If policies are written only with a 6-month term, no supplemental wording needs to be added.	Minn. Stat. §65B.14, subd. 3 (Source)
Cancellation & Nonrenewal Policy Provisions	CANCELLATION/NONRENEWAL - PROOF OF MAILING: Policies must include a provision stating that proof of mailing a notice is sufficient proof that notice has been given.	Minn. Stat. §65B.18 (Source)
Certificates	A certificate of property or casualty insurance issued to any person other than the policyholder must contain the following or similar language: "This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy." Certificates that are not "standard" forms (e.g., ACORD, ISO) must be filed with the department.	Minn. Stat. §60A.39 (Source)
Consumer Information	NOTICE OF ADVERSE UNDERWRITING DECISIONS: If an insurance company bases an adverse underwriting decision upon a credit report, the company or agent responsible for the decision must provide the following information in writing to the affected individual: the primary reason(s) for the credit score or credit-based information upon which the adverse underwriting decision is based.	Minn. Stat. §72A.492, subd. 3(c) (Source) Minn. Stat. §72A.499, subd. 1(b) (Source)
Consumer Information	MN INSURANCE FAIR INFORMATION REPORTING ACT NOTICE. Not required to be filed with the Department, but notices must conform with Minn. Stat. 72A.494.	Minn. Stat. §72A.494 (Source)
Consumer Information	GUARANTY ASSOCIATION NOTICE: This notice, titled NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW, does not need to be filed if the notice follows the statutory wording exactly. An insurer may not revise the statutory language but may add provisions. Please note: When an insurer adds provisions, the form must be filed and approved by the Department prior to use. This notice must be provided to an applicant no later than at the time of application or within 72 hours, if an application is not taken in person. The notice may be incorporated into an application form.	Minn. Stat. §60C.21, subd. 2 (Source)
Consumer Information	PROMOTIONAL MATERIALS & ADVERTISING: Promotional material or advertising (e.g. brochures, flyers, etc.) should not be included in any form which comprises an insurance policy.	None
Consumer Information	REQUIRED CONSUMER NOTICE: On the cover, first page, or an insert page, the following must be printed: 1) a statement that the policy is a legal contract between the policy owner and the company; and 2) "Read your policy carefully" in larger or other contrasting type or color. These statements may also be included in an amendatory endorsement.	Minn. Stat. §72C.08, subd. 1, clause (a) (Source)
Defense Costs	DEFENSE COST WITHIN LIMITS ARE NOT ALLOWED - LIABILITY COVERAGE: Provisions that reduce the limits of liability stated in a policy by the costs of legal defense are NOT allowed and must be deleted.	Minn. Stat. §60A.08, subd. 13 (Source)
Discounts	COMPREHENSIVE ONLY - ANTI-THEFT PROTECTIVE DEVICES DISCOUNT (Active Devices): Insurers must provide a discount of at least 5% on the comprehensive coverage premiums for any vehicle equipped with a factory- or authorized-dealer-installed "authorized anti-theft	Minn. Stat. §65B.285 (Source)

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	protective device." The statute requires specific functionality of the device that insurers should include in their rules.	
Discounts	ACCIDENT PREVENTION COURSE DISCOUNT/55 ALIVE: The accident prevention course discount cannot be restricted to principal users except when the number of vehicles exceeds the number of insureds. E.g. If two people in a household qualify for the discount and the household has two cars, then both must receive the discount. However, additional cars may use the principal operator criterion.	Minn. Stat. §65B.28 (Source)
Discounts	ACCIDENT PREVENTION COURSE DISCOUNT/55 ALIVE: Insurers MUST include a premium reduction of at least 10% for insureds who meet BOTH of the following requirements: 1) age 55 or older, and 2) successful completion of either of the following courses, which MUST be approved by the Department of Public Safety: a) motor vehicle accident prevention course, or b) refresher course. The credit MUST: 1) apply to all major coverages: A) bodily injury and property damage liability, B) personal injury protection (PIP), C) uninsured/underinsured motorists coverage, D) collision coverage, and E) other than collision (comprehensive) coverage, and 2) apply for a period of three years, and 3) apply to all private passenger vehicle types, including antique vehicles and motor homes, and 4) offer the discount to as many vehicles as the number of qualifying drivers; however, after all other non-qualifying drivers in a household are "paired" with a household vehicle, any remaining vehicles would qualify for a discount provided that the qualifying driver is also the primary driver. Further, the credit may NOT be denied or removed at renewal in the following cases: 1) an otherwise qualified individual incurs either a chargeable accident or violation during an experience period, or 2) an individual age 55 or older takes the course as the result of a court order.	Minn. Stat. §65B.28 (Source)
Discounts	PERSONAL INJURY PROTECTION - WAGE LOSS EXCLUSION CREDIT: Insurers must provide a premium reduction (credit) for insureds 1) who have attained the age of 65 years or older OR 2) who have attained the age of 60 years and are retired and receiving a pension and who elect to exclude work loss benefits under PIP. The rule must stipulate: 1) A credit must be applied to the PIP premium for as many vehicles as the number of qualified drivers who have elected the credit. 2) After all the non-qualifying drivers in the household have each been assigned to a vehicle for rating purposes, a credit must be applied to the PIP premium for any remaining vehicles, provided that the principal operator of the vehicle is a qualified driver who has elected the credit. Companies may NOT require that all drivers in a household qualify for a credit before the credit may be selected.	Minn. Stat. §65B.44, subd. 3a (Source)
Discounts	DISCOUNTS FOR HOME OWNERSHIP: Discounts for home ownership are not allowed.	Minn. Stat. §72A.20, subd. 23(b) (Source)
Discounts	CAPPING OF TOTAL DISCOUNTS: Companies may set a maximum percentage for total rating credits or discounts (i.e. a "cap") ONLY with respect to credits or discounts that are NOT mandated by statute. The following discounts MUST be excluded from any "capping" rule: 55 Alive discount, anti-theft protective devices discount, and PIP wage loss exclusion credit.	Minn. Stat. §65B.28 (Source) Minn. Stat. §65B.285 (Source) Minn. Stat. §65B.44 subd. 3a (Source)

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Discounts	GOOD STUDENT DISCOUNT: If a "good student" discount is offered to eligible persons attending colleges and universities, the discount must also apply to eligible persons enrolled in technical colleges. Insurers must include the term "technical colleges" in both the policy and the rule/rate manual.	Minn. Stat. §65B.132 (Source)
Discounts	TRANSFER DISCOUNTS: Companies may offer a discount to an applicant for auto insurance based on the applicant's having had insurance in effect at the time of application (i.e. prior insurance).	Minn. Stat. §72A.20, subd. 23(c) (Source)
Discounts	PREMIUM DISCOUNT FOR SNOWMOBILE AUXILIARY LIGHTING SYSTEM: Policies must include a premium discount of at least 5% if the snowmobile is equipped with an authorized auxiliary hazard warning lighting system. This 5% discount must extend to all coverages other than comprehensive coverage (e.g. liability for property damage and bodily injury, medical payments, uninsured motorist/under insured motorists, and collision coverages). This discount would not extend to any portions of a policy that do not cover or apply to snowmobiles. By statute the auxiliary lighting system must be either original equipment or installed as an after-market system by the manufacturer or an authorized dealer. When activated, such a system must function in accordance with the standards specified in the referenced statute.	Minn. Stat. §65B.286 (Source)
Discrimination	Discriminatory Practices: It is discriminatory for an insurer to refuse to insure, to refuse to continue to insure, to refuse to offer or submit an application for coverage, or to limit the amount of coverage available to an individual because of the sex or marital status of the individual.	Minn. Stat. §72A.20, subd. 16 (Source)
Discrimination	Please see Minnesota Statute §72A.20, subd. 23 for practices that are considered to be discriminatory.	Minn. Stat. §72A.20, subd. 23 (Source)
Exclusions	Family Protection Act-Prohibited Exclusion Effective 1/1/2024 Minnesota Statute does not permit exclusion of or limitation on liability for damages for bodily injury because the injured person is: (1) an insured other than a named insured; (2) a resident or member of the insured's household; or (3) related to the insured by blood or marriage	The Family Protection Act Minn. Stat. §60A.0812 (Source)
Exclusions	For share-the-expense carpool exclusions, please review "volunteer driver" language included in Minn. Stat. Ch. 65B.	Minn. Stat. Ch. 65B (Source)
Exclusions	Exclusions: Since the law requires that coverage for ""rental vehicles"" and ""temporary loaned vehicles"" be extended automatically to include property damage to these vehicles, certain liability exclusions that could have an impact on both of these types of vehicles must be amended to make an exception for such vehicles. Commonly, the exclusions requiring amendment are similar to the following: 1) Liability for property damage to property rented to, used by, or in the care of an insured; 2) Liability while an insured is employed or otherwise engaged in a business of selling, repairing, servicing, storing or parking vehicles designed for use mainly on public highways; 3) Liability for maintaining or using any vehicle while an insured is employed or otherwise engaged in any business; 4) Liability for the ownership, maintenance, or use of any vehicle furnished or available for the regular use of the named insured or a resident spouse.	Minn. Stat. §65B.49, subd. 5a(b)(2) (Source) Minn. Stat. §65B.49, subd. 5a(j) (Source)

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Exclusions	SAME-SEX MARRIAGE: Insurers cannot exclude same-sex spouses from the definition of "spouse" or otherwise not provide identical coverage or treatment for a same-sex spouse as for an opposite-sex spouse.	Minn. Stat. §72A.20, subd 16 (Source)
Exclusions	NAMED DRIVER (designated driver) exclusions: Named driver exclusions are NOT permitted and must be withdrawn. However, the following provisions are acceptable: 1) Exclusion of designated driver for Physical damage coverages only (collision and comprehensive); 2) Exclusion of a designated driver for mandated coverages (i.e. PIP, Liability, UM/UIM) for any amounts in excess of the legally required minimum amounts; or 3) Requirement of reimbursement from an insured to an insurer for damages paid out on the named driver's behalf.	Minn. Stat. §65B.49, subd. 3, clause (3)(a); (Source)
Exclusions	EXCLUSIONS—BI- UM/UIM - INTRA-FAMILY: Exclusions which prohibit intra-family lawsuits (i.e. among family members) are NOT allowed. This means that a husband could sue his wife (and vice versa) for damages suffered when his wife was driving their insured automobile. Similarly, children could sue their parents for damages suffered.	Beaudette v. Frana, 173 N.W. 2d 416 (Minn. 1969)
Exclusions	EXCLUSIONS - UM/UIM - OWNED BUT NOT INSURED VEHICLES EXCLUSION REQUIRED: UM/UIM coverage must have an exclusion for motor vehicles, including motorcycles, that are owned but not insured under an insured's policy. "Motorcycles" need not be specifically mentioned IF the policy language is sufficiently broad so as to encompass motorcycles. Please NOTE, however, that being "being struck" by a vehicle that is owned but not insured under an insured's policy may NOT be excluded.	Minn. Stat. §65B.49, subd. 3a(7)-(8) (Source)
Exclusions	PERSONAL INJURY PROTECTION (PIP) - EXCLUSION/PRIORITY OF COVERAGE: The statute specifies that PIP coverage "follows the insured" except when a vehicle is either 1) furnished by an employer (other than a commuter van) or 2) used in the transport of either property or persons, in which case the PIP coverage "follows the vehicle." Many types of vehicles used in the transportation of people are excluded. Please see the statute for specifics.	Minn. Stat. §65B.47, subds. 1-2 (Source)
Exclusions	PERSONAL INJURY PROTECTION (PIP): WORK LOSS EXCLUSION. The statute requires that insureds (1) age 65 or older or (2) age 60 or older and are retired and receiving a pension must be offered the option to exclude PIP "work loss" benefits for themselves at a reduced premium. If an insured exercises this option to exclude such coverage, that option will remain in effect until specifically revoked by the insured. PIP endorsements should include one of the following: (1) A check-off provision that is clear as to who is covered and who is not covered for work loss or (2) A work loss exclusion that is clear as to who is covered and who is not covered for work loss.	Minn. Stat. §65B.44, subd. 3a (Source)
Exclusions	EXCLUSIONS: EXCEPTION FOR "TEMPORARY LOANED VEHICLES". Since the law requires that liability coverage be extended on a primary basis to certain "temporary loaned vehicles," certain liability exclusions that could have an impact on these vehicles must be amended to make an exception for "temporary loaned vehicles." Commonly, the exclusions requiring amendment are similar to the following: 1) Liability while an insured is employed or otherwise engaged in a business of selling, repairing, servicing, storing or parking vehicles designed for use mainly on public highways; 2) Liability for maintaining or using any vehicle while an insured is employed or otherwise engaged in any business; 3) Liability for the ownership, maintenance, or use of any vehicle furnished or available for the regular use of the named insured or a resident spouse.	Minn. Stat. §65B.49, subds. 5a(b)(2), 5a(j) (Source)
Exclusions	RESIDUAL LIABILITY: EXCLUSIONS (UNLAWFUL ACTS): Exclusions that apply to unlawful acts are not allowed. The Department believes these kinds of exclusions are overly broad and therefore against public policy.	Minn. Stat. §65B.49, subd. 3, clause (3)(a); (Source)

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Exclusions	RESIDUAL LIABILITY EXCLUSION: PERMISSIVE USE EXCLUSION-NAMED INSURED EXCEPTION: Exclusions similar to the following are not allowed, unless an exception is made for "you, while using any vehicle": "We do not provide liability Coverage for any 'insured' using a vehicle without a reasonable belief that that 'insured' is entitled to do so."	Safeco v. Diaz, 385 N.W. 2d 845 (Minn. App. 1986)
Exclusions	Permissive Use Exclusion - Family member exception (Liability, PIP, UM/UIM): Exclusions similar to the following are not allowed, unless an exception is made for family members (while using an auto owned and insured by the named insured): "We do not provide liability Coverage for any 'insured' using a vehicle without a reasonable belief that that 'insured' is entitled to do so." This requirement is to assure that coverage is available when, for example, a teenage son or daughter uses a parent's vehicle without express permission.	Minn. Stat. §65B.43, subd. 5 (Source)
Exclusions	Exclusions for racing/speed contests (Liability, PIP, UM/UIM): Exclusions that apply to speed contests or races should be amended to require that these contests or races be either "prearranged" or "organized" or both, with an exception added for rallies held in whole or in part on public roads. The rationale for requiring this limitation is to avoid excluding reckless driving because it somehow qualifies as an unofficial speed contest or race.	Minn. Stat. §65B.59 (Source)
Fees, Service Charges, Taxes	CREDIT SCORE RE-EVALUATION: Insurers must upon the request of a policyholder reevaluate the policyholder's score. Any change in premium resulting from the reevaluation must be effective upon the renewal of the policy. An insurer is not required to reevaluate a policyholder's score pursuant to this paragraph more than twice in any given calendar year.	Minn. Stat. §72A.20, Subd. 36(e) (Source)
Fraud	FRAUD WARNING -- Claim Forms: Any forms issued by an insurer for use in submitting a claim for payment or for any other policy benefit must include the following wording: "A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime." NOTE: Claim forms do not need to be filed with the department.	Minn. Stat. §60A.955 (Source)
Legibility of Forms	Minimum 10 point print: Policies must be written using "legible type" at least as large as ten point modern type or one point leaded. If a policy otherwise seems illegible it may be challenged under Minn. Stat. 72C.07.	Minn. Stat. §72C.04, subd. 6 (Source) Minn. Stat. §72C.07 (Source) Minn.R. 2700.1100-2700.1300 (Source)
Limits	STATUTORY MINIMUM LIMITS: Rating rules should not provide coverage options for dollar amount less than the statutory minimums.	Minn. Stat. §65B.44 (Source) Minn. Stat. §65B.49 (Source)
Limits	RESIDUAL LIABILITY: LIMITS (COMBINED SINGLE LIMIT): Instead of split limits, policies may have a combined single limit of $70,000 for bodily injury liability and property damage liability combined.	Industry practice
Limits	RESIDUAL LIABILITY: LIMITS OF LIABILITY (SPLIT LIMITS): Policies must provide minimum liability limits of 1) $30,000 per person and $60,000 per accident for bodily injury liability and 2) $10,000 per accident for property damage liability.	Minn. Stat. §65B.49, subd. 3 (Source)
Limits	Rental Vehicle/Temporary Loaned Vehicle -- Limits/no deductible: Limits for "damage to" and/or "loss of use of" a "rental vehicle" or "temporary loaned vehicle" must be at least $35,000, even if the limits are less than $35,000 to begin with (e.g. $10,000 statutory minimum) or have been reduced to below $35,000 for damages not related to the "rental vehicle" or "temporary loaned vehicle". Since this coverage is included in the liability section	Minn. Stat. §65B.49, subd. 3(3)(d) (Source) Minn. Stat. §65B.49, subd. 5a(a) (Source)

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	of the policy, any deductible provision specifically applying to "rental vehicles" or "temporary loaned vehicles" must be deleted. "Rental vehicles" and "temporary loaned vehicles" are covered from dollar one, and this coverage is primary. Provisions that make this coverage "excess" over other collectible insurance are not permitted. (NOTE: If an insured has two or more vehicles covered by two or more policies having coverage for "rental vehicles/temporary loaned vehicles", then the insured may select any one policy to apply. The selected policy is entitled to a pro rata contribution from any other applicable policies.)	
Loss Settlement	LICENSE TAB FEES: if an automobile insurance policy provides for the adjustment and settlement of an automobile total loss on the basis of actual cash value or replacement with like kind and quality and the insured is not an automobile dealer, the insurer must offer one of the following methods of settlement: (a) comparable and available replacement automobile, with all applicable taxes, license fees, at least pro rata for the unexpired term of the replaced automobile's license, and other fees incident to the transfer or evidence of ownership of the automobile paid, at no cost to the insured other than the deductible amount as provided in the policy; (b) a cash settlement based upon the actual cost of purchase of a comparable automobile, including all applicable taxes, license fees, at least pro rata for the unexpired term of the replaced automobile's license, and other fees incident to transfer of evidence of ownership, less the deductible amount as provided in the policy. The costs must be determined by: (i) the cost of a comparable automobile, adjusted for mileage, condition, and options, in the local market area of the insured, if such an automobile is available in that area; or (ii) one of two or more quotations obtained from two or more qualified sources located within the local market area when a comparable automobile is not available in the local market area. The insured shall be provided the information contained in all quotations prior to settlement; or (iii) any settlement or offer of settlement which deviates from the procedure above must be documented and justified in detail. The basis for the settlement or offer of settlement must be explained to the insured.	Minn. Stat. §72A.201, subd. 6(1) (Source)
Loss Settlement	An insurer may offer deductible waiver incentives for an insured's use of designated auto repair shops. Consumer benefits included within preferred vendor programs must not be considered an incentive or inducement. Please note certain notice requirements in the statute.	Minn. Stat. §72A.201, subd. 6(7) (Source)
Loss Settlement	DUTIES AFTER ACCIDENT OR LOSS: Policy wording that conditions coverage on an insured's compliance with "duties after accident or loss" must be deleted. The rationale for this requirement is that failure of an insured to comply with certain duties must NOT invalidate a claim of an injured third party.	Minn. Stat. §65B.49, subd. 3(3)(a) (Source)
Loss Settlement	NOTIFICATION OF CLAIMS, LOSSES, AND SUITS: Companies MUST accept oral notification of claims, losses, and suits. Companies cannot require notification to be in writing.	Minn. Stat. §72A.201, subd. 3(11) (Source)
Loss Settlement	ACCEPTANCE OR DENIAL OF CLAIMS: Companies must either accept or deny a claim within 60 days after receipt of an acceptable proof of loss. Policies may be silent on this issue; however, any condition providing a time window greater than 60 days needs to be amended.	Minn. Stat. §72A.201, subd. 4(11) (Source)

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Loss Settlement	NOTIFYING AGENT OF CLAIM PERMITTED: Insurers must accept notice of a claim given to an agent as notice given to the company.	Minn. Stat. §72A.201, subd. 3(11) (Source)
Loss Settlement	PAYMENT OF LOSS: Companies must agree to pay adjusted losses within five business days of agreement on the amount of the loss.	Minn. Stat. §72A.201, subd.5(5) (Source)
Loss Settlement-Physical Damage	PHYSICAL DAMAGE - After Market Parts: The Department has consistently interpreted "the amount necessary to repair or replace with like, kind and quality" to mean paying for new or used OEM parts. After-market parts are not considered to be "like, kind & quality." The only time aftermarket parts of any kind may be used is after an insured gets the consent to do so from the claimant or policyholder.	Minn. Stat. §72A.201, subd. 6 (Source)
Loss Settlement-Physical Damage	PHYSICAL DAMAGE - OEM PARTS - PROHIBITED PROVISIONS: The following two loss settlement provisions are NOT permitted: 1) Requirement that as a condition of payment of a claim that repairs be made by a particular repair shop, or 2) Requirement that parts (other than window glass) be replaced with parts other than original equipment parts. However, the above two loss settlement provisions would be acceptable IF AND ONLY IF an insured is given the option to accept/refuse such restrictions.	Minn. Stat. §72A.201, subd. 6(7) (Source)
Loss Settlement-Physical Damage	PHYSICAL DAMAGE - AUTO GLASS: The Department believes that it is inappropriate to include in either policy forms or rating manuals any wording related to the settlement of auto glass claims. Companies are strongly encouraged to delete any such wording found in either type of document. If such wording is included, the Department will accept it ONLY IF it is limited to the newly amended statutory wording. Any wording that is more specific than that found in the statute must be deleted.	Minn. Stat. §72A.201, subd. 6(14) (Source)
Loss Settlement-Physical Damage	AUTO GLASS REPLACEMENT: Insurers must provide payment for auto glass replacement "based on a competitive price that is fair and reasonable within the local industry at large."	Minn. Stat. §72A.201, subd. 6(14) (Source)
Loss Settlement-Physical Damage	Original Equipment Manufacturer (OEM) Parts vs. "After Market" Parts (other than safety glass): Companies may not require that vehicle parts be replaced with parts other than original equipment parts. Such a practice is considered to be unfair. A company MUST cover the cost of repairing a damaged vehicle with either new or used OEM parts unless a policyholder agrees to accept parts manufactured by other than an original equipment manufacturer (i.e. "after market" parts).	Minn. Stat. §72A.201, subd. 6(7) (Source)
Loss Settlement-Physical Damage	PHYSICAL DAMAGE - OEM PARTS - PROHIBITED PROVISIONS: The following two loss settlement provisions are NOT permitted: 1) Requirement that as a condition of payment of a claim that repairs be made by a particular repair shop, or 2) Requirement that parts (other than window glass) be replaced with parts other than original equipment parts.	Minn. Stat. §72A.201, subd. 6(7) (Source)
Loss Settlement-Physical Damage	PHYSICAL DAMAGE - REPLACEMENT COST COVERAGE: Companies may offer optional replacement cost coverage on new vehicles for a pre-set, limited duration without violating the auto nonrenewal rules. However, a company may NOT terminate the replacement cost coverage before the pre-set expiration date unless it complies with the cited rules. It would be considered a reduction in coverage and, as a result, would trigger the non-renewal rules.	Minn.R. 2770.7700, subp. 8; (Source) Minn.R. 2770.7800 (Source)
Loss Settlement-Physical Damage	PHYSICAL DAMAGE - AUTO GLASS - FULL GLASS COVERAGE OPTION ENDORSEMENT (COMPREHENSIVE): Comprehensive coverage must include an endorsement or policy provision offering insureds the option for first dollar coverage (i.e. $0 deductible) for safety glass damage.	Minn. Stat. §65B.134 (Source)
Loss Settlement-Physical Damage	PHYSICAL DAMAGE - DEDUCTIONS FOR BETTERMENT (PARTS BASIS) PROHIBITED: Loss settlement provisions may NOT provide for a deduction for betterment on a parts basis (e.g.	Minn. Stat. §72A.201, subd. 5(10) (Source)

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	an old bumper gets replaced by a brand new bumper). However, insurers may deduct for betterment IF AND ONLY IF the value of the entire vehicle is increased over its pre-loss value.	
Medical Payments	MEDICAL PAYMENTS and NO-FAULT: Any provision making either Medical Payments or Accidental Death & Dismemberment benefits "excess" over PIP benefits is not permitted. Rather, these benefits must be paid in addition to any PIP benefits payable, even though the payment would result in a double payments for the same damages. Department rationale is that the likelihood of collecting either of these benefits over and above PIP benefits (i.e. as strictly excess coverage) is low. Therefore, limiting these kinds of coverages to apply as "excess" coverages is considered deceptive to the consumer.	Minn. Stat. §65B.49, subd. 3a(5-6) (Source)
No-Fault	PIP MEDICAL EXPENSE BENEFITS: PIP medical expense benefits must include sign interpreting and language translations services, other than such services provided by a family member of the patient, related to the receipt of medical, surgical, x-ray, optical, dental, chiropractic, hospital, extended care, musing, and rehabilitative services.	Minn. Stat. §65B.44, subd. 2 (Source)
No-Fault	PIP MEDICAL EXPENSE BENEFITS: PIP medical expense benefits must include ALL (rather than only "reasonable") transportation expenses to receive covered medical benefits.	Minn. Stat. §65B.44, subd. 2 (Source)
No-Fault	PERSONAL INJURY PROTECTION (PIP) - Combined (stacked) Limits: Manuals must contain a rule permitting insureds to combine or "stack" for a charge (i.e. flat charge or % of PIP premium), basic PIP coverages carried on more than one vehicle. Such a rule may NOT require that all vehicles be insured under one policy in order to qualify for combined/stacked PIP. Neither may the rule require that stacked PIP be purchased on all vehicles if one or more of the vehicles are insured under a different policy.	Minn. Stat. §65B.47, subd. 7 (Source)
No-Fault	FINANCIAL RESPONSIBILITY: Companies are requested to delete or amend references to either "financial responsibility" or a "financial responsibility law." Please note that Minnesota does NOT have a "financial responsibility" law. Rather, Minnesota has a "no-fault" law. Please further note that in the event that a motorist is convicted of operating a vehicle without insurance, the company insuring the motorist MUST file a "certificate of insurance" with the Department of Public Safety's Division of Driver & Vehicle Services.	Minn. Stat. §65B.41-§65B.71 (Source)
No-Fault	PERSONAL INJURY PROTECTION (PIP): Manuals MAY contain a rule for increasing PIP coverage over and above the basic limits. While the option to combine/stack PIP benefits is mandatory for basic PIP benefits, it is NOT required for additional PIP benefits.	Minn. Stat. §70A.06, subd. 2 (Source)
No-Fault	PERSONAL INJURY PROTECTION (PIP) - MANAGED CARE: No reparation obligor or health plan company as defined in section 62Q.01, subdivision 4, may enter into or renew any contract that provides or has the effect of providing, managed care services to no-fault claimants. For the purposes of this section, "managed care services" is defined as any program of medical services that uses health care providers managed, owned, employed by, or under contract with a health plan company.	Minn. Stat. §65B.44, subd. 1., clause (c) (Source)
No-Fault	PERSONAL INJURY PROTECTION (PIP) - LIMITS: ADDITIONAL PIP: In addition to offering insureds the option to "stack" PIP coverages, insurance companies may also offer insureds the option to purchase "additional PIP" coverage over and above the basic PIP limits as mandated by Minnesota Statutes. However, making this option available is solely at the discretion of an insurance company. Additional PIP coverage is NOT subject to "stacking" requirements. The amount of additional PIP coverage available to be purchased, if any, is determined solely by the company.	Informational
No-Fault	PERSONAL INJURY PROTECTION (PIP) - LIMITS: STACKING/NON-STACKING: The statute allows policyholders insuring more than one vehicle to add together (for an additional premium	Minn. Stat. §65B.47, subd. 7 (Source)

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	charge) the PIP coverage limits on all insured vehicles in the event of an accident. Appropriate wording addressing this option must be included in one or more PIP endorsements to address both stacked (also called "combined") and unstacked PIP benefits. This wording may be in a "limits of liability" section, in a schedule of benefits, or both. Each vehicle may be insured for PIP under a different policy (same company, different named insured). Companies may NOT condition PIP stacking on insuring all vehicles under the same policy.	
No-Fault	PERSONAL INJURY PROTECTION (PIP) - MOTORCYCLE ACCIDENTS: PIP coverage must apply to bodily injury caused by an accident arising out of the maintenance or use of a motor vehicle AND to being struck by a motorcycle. This includes being struck by a motorcycle either as a pedestrian or while occupying a motor vehicle.	Minn. Stat. §65B.46, subd. 1 (Source)
No-Fault	PERSONAL INJURY PROTECTION (PIP) - BASIC LIMITS: (1) $20,000 is available for medical expense benefits per person. PIP medical expense benefits must now include ALL (rather than only "reasonable") transportation expenses incurred in order to receive covered medical benefits. (2) $20,000 is available for nonmedical expense benefits per person, as follows: Disability & income loss benefits 85% of weekly income, up to $250/ week; Funeral & burial expenses - $2,000; Replacement service and loss up to $200/ week; survivors' economic loss benefits up to $200/week; survivors' replacement service loss up to $200/week. NOTE: $40,000 aggregate is available for all benefits (medical & nonmedical) combined.	Minn. Stat. §65B.44 (Source)
No-Fault	EXEMPT VEHICLES (coverage NOT required): Policies covering the following types of vehicles do not need to include coverage for property damage to "rental vehicles" or "temporary loaned vehicles": antique vehicles and recreational equipment as defined in Minn. Stat. §168.011, including motor homes. If an insured has two or more vehicles covered by two or more policies having coverage for "rental vehicles/temporary loaned vehicles", then the insured may select any one policy to apply. The selected policy is entitled to a pro rata contribution from any other applicable policies.	Minn. Stat. §65B.49, subd. 5a, clause (a) (Source) Minn. Stat. §168.002, subd. 18 (Source) Minn. Stat. §168.10, subd. 1a-1d (Source)
No-Fault	Priority of recovery for residual liability insurance for certain temporary loaned vehicles only: (a) General: Minnesota requires that policies for some types of vehicles extend liability coverage on a primary basis to certain "temporary loaned vehicles" (see (b) below for definition). This is accomplished by requiring that the liability section of a policy be extended on a primary basis to any "temporary loaned vehicles" if and only if such vehicles are owned by a service or repair facility. As a result, the liability coverage purchased by the owner of these temporary loaned vehicles now applies solely on an excess basis. (Typically, an automobile's liability coverage does not apply to "temporary loaned vehicles" on a primary basis. Rather, coverage for such "temporary loaned vehicles" would apply on an excess basis.) Minnesota first started requiring this reversal of the priority of recovery in 2000. (b) Definition of "temporary loaned vehicle": A "temporary loaned vehicle" must be defined to include the following types of vehicles: (1) a private passenger auto, including a motor home*; (2) pickup or van; or (3) truck with a registered gross vehicle weight of 26,000 pounds or less if such vehicles are loaned as replacements for covered autos being service or repaired regardless of whether the customer, who is provided the replacement vehicle, is charged a fee for the use of such vehicles. NOTE: This definition is the same definition of "temporary loaned vehicle" as that found under the PRL Item for the definition of "rental vehicle" including "temporary loaned vehicle", which deals with property damage to a "temporary loaned vehicle".	Minn. Stat. §65B.49, subd. 5a, clause (b) (Source) Minn. Stat. §65B.49, subd. 5a, clause (j) (Source)

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	*While policies insuring motor homes are not required to extend liability coverage on a primary basis to any "temporary loaned vehicles", policies insuring all other types of private passenger vehicles could be required under Minnesota Statute to afford liability coverage on a primary basis to temporary loaned motor homes; however, this would be unlikely.	
No-Fault	Definition of "rental vehicle", including "temporary loaned vehicle": "Rental vehicle" must be defined to include the following types of vehicles: (1) a private passenger auto, including a motor home*; (2) pickup or van; or (3) truck with a registered gross vehicle weight of 26,000 pounds or less used under either of the following circumstances: (1) while rented to an insured if the rate for use is determined on a daily weekly, or monthly basis; or (2) during the time a vehicle is loaned as a replacement for a covered auto being serviced or repaired, regardless of whether a fee is charged for use of the vehicle. However, a "rental vehicle" cannot include any vehicle for which a) the rate is determined based on a period longer than one month, b) the term of the rental agreement is more than one month, or c) the rental agreement has a purchase or buyout option or otherwise functions as a substitute for the purchase of the vehicle. As noted above, in 1995 the legislature expanded the definition of "rental vehicle" to include any vehicle that is a "temporary loaned vehicle".	Minn. Stat. §65B.49, subd. 5a, clause (b) (Source)
No-Fault	Rental/temporary loaned vehicles - Property damage to rental/temporary loaned vehicles. General: Minnesota requires that all policies for certain types of vehicles provide coverage for property damage to most "rental vehicles" (see PRL Item displaying the definition of "rental vehicle" including "temporary loaned vehicle"). This is accomplished by amending the property damage liability section of a policy to extend to "rental vehicles." (Typically, the liability coverage does not extend to property damage to "rental vehicles." Except for some nonstandard auto policies, coverage is provided for "rental vehicles" only under the physical damage section of a policy and only on an excess basis.) Minnesota first started requiring this coverage in 1989. At that time, companies were required to provide a specific notice to their current insureds with the first renewal notice after January 1, 1989 (see clause (e) of applicable Reference Citation). This notice was usually included in the Minnesota amendatory endorsement. This notice no longer needs to be given; however, many companies have nevertheless elected to retain the notice.	Minn. Stat. §65B.49, subd. 5a (Source)
No-Fault	TRAILERS (Liability, PIP, UM/UIM): Coverage extends to trailers when connected to or towed by a motor vehicle.	Minn. Stat. §65B.43, subd. 2 (Source)
No-Fault	DEFINITION OF INSUREDS (Residual Liability): Policy definitions of "insured" must include in addition to a named insured the following individuals (not identified by name as an insured) while (a) residing in the same household with the named insured and (b) not identified by name in any other policy: (1) spouse, (2) other relative of a named insured, or (3) a minor in the custody of a named insured or of a relative residing in the same household with a named insured.	Minn. Stat. §65B.43, subd. 5 (Source)
No-Fault	Duty to defend (Residual liability): Policy provisions stating that an insurer's "duty to defend" ends after payment of a policy's limits are not allowed and must be deleted. Such provisions are commonly found in standard industry wording.	Minn. Stat. §65B.49, subd. 3(3)(a) (Source)
Non-English Policies	FOREIGN LANGUAGE POLICIES: Any insurance policy, endorsement, rider, or advertising material required by law to be filed with the commissioner that is prepared in a language	Minn. Stat. §60A.08, subd. 16 (Source)

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	other than English must be accompanied by an English language translation certifying that the English version is substantively identical to the filed version.	
Other Insurance	RESIDUAL LIABILITY: OTHER INSURANCE (PRIORITY OF COVERAGE) Residual liability coverage is always excess over coverage applying to a nonowned vehicle policy whether the nonowned vehicle is borrowed or rented, or used for business or pleasure. A nonowned vehicle is one not used or provided on a regular basis.	Minn. Stat. §65B.49, subd. 3(3)(d) (Source)
Payment Plans	The Department does NOT require companies to file installment billing plans/fees as these are NOT considered to be "rates" within the meaning of the statute. Should a company submit such a plan/fees, the plan/fees will be reviewed for any provisions that may conflict with any applicable statutes or rules. Whenever these plans are submitted, they will be acknowledged on an "informational basis."	Minn. Stat. §70A.06, subd. 1 (Source)
Policy Documentation	A notice to a party or other document required under applicable law in an insurance transaction or that is to serve as evidence of insurance coverage may be delivered, stored, and presented by electronic means so long as it meets the requirements of the Uniform Electronic Transactions Act, chapter 325L and Minn. Stat. section 60A.139. A notice or document may be delivered by electronic means by an insurer to a party if the party has affirmatively consented to that method of delivery and has not withdrawn the consent.	Minn. Stat. §60A.139 (Source)
Prejudgment Interest	PREJUDGMENT INTEREST COVERAGE: Policies covering liability must provide for payment of prejudgment interest in addition to the limits of liability.	Minn. Stat. §72A.201, subd. 12 (Source)
Premium Payment, Refund, or Retention	MINIMUM EARNED PREMIUM: For company-initiated cancellations, companies must compute any refund of premium due a policyholder on a pro rata basis. However, unless the policy in question is a homeowners or a personal auto policy, companies may do one or both of the following when cancellation is initiated by a policyholder: 1) Compute return premiums on a "short-rate" basis (e.g. 90% of pro rata); and/or 2) Apply a minimum earned premium or "fully earned" premium rule.	Minn. Stat. §72A.20, subd. 17(b) (Source)
Primary Coverage	PRIMARY COVERAGE - VICARIOUS LIABILITY - RENTAL VEHICLES: Meyer v. Nwokedi, 777 N.W.2d 218 (Minn. 2010), federally preempted § 65B.49, Subd. 5a(i)(2), with regard to the vicarious liability of the rental vehicle company citing the Graves Amendment, a federal statute that abolishes vicarious liability of motor vehicle rental companies based on the negligent driving of the renters. The provisions of the statute that make the operator's policy primary for a rented motor vehicle remain in force.	Minn. Stat. § 65B.49, subd 5a(j) (Source) Meyer v. Nwokedi, 777 N.W.2d 218 (Minn. 2010)
Punitive Damages	PUNITIVE DAMAGES: Forms affording coverage for punitive damages are NOT permitted. The following coverages are allowed: 1) coverage for statutory penalties such as those imposed by the IRS or under ERISA, and 2) coverage for vicarious liability for punitive and exemplary damages.	Minn. Stat. §60A.08, subd. 4 (Source) U.S. Fire Insurance Company v. Goodyear Tire & Rubber, 920 F. 2d 487 (8th Cir. 1991)
Ratemaking Generally	RATE CAPPING. Rate capping is permitted under the following guidelines: • For the first renewal capping levels should be set to at least a +-15% deviation from the current rate adjusted for the filed overall change (+-7% is acceptable for semi-annual policies). If the filer chooses to use a capping percentage greater than +-15% (+-7%), the percentage magnitude be the same for increases as decreases (before applying the overall change), • For subsequent renewals capping levels should be set to at least a +-15% deviation from the current rate (+-7% is acceptable for semi-annual policies). If the filer chooses to use a cap	Minn. Stat. §70A.04 (Source)

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	greater than +-15% (+-7% for semi-annual policies), the percentage magnitude must be the same for increases as decreases, and • A capping period should last no longer than three years.	
Ratemaking Generally	AUTOMATIC ENROLLMENT (roll-ons): Automatic enrollment is an unfair and deceptive practice. If a company wants to add coverage for an additional charge, they must first obtain the insured's consent. An "opt out" provision is not allowed.	Minn.R. 2700.3200, subp. 1 & 2 (Source)
Ratemaking Generally	"REFER TO COMPANY" RATES: "Refer to Company" rates are not allowed.	Minn. Stat. §70A.06, subd. 1 (Source)
Ratemaking Generally	"A" RATES: Companies do NOT need to file "a" rates (i.e. rates developed for an individual insured) with the Department. If the rates will be used for more than one insured, the company must file them.	Minn. Dept. Bulletin 91-9
Readability	POLICY INDEX: Policies must include an index of the major provisions of the contract.	Minn. Stat. §72C.08 (Source)
Readability	Minimum Flesch score (readability): All policies must have a minimum Flesch score of 40.	Minn. Stat. §72C.09 (Source) Minn. Stat. §72C.10 (Source)
Readability	"READ YOUR POLICY CAREFULLY" wording: On the cover, first page, or an insert page, the following must be printed: 1) a statement that the policy is a legal contract between the policyowner and the company; and 2) "Read your policy carefully" in larger or other contrasting type or color. If these statements are not on the policy, cover or dec page, the company must add them to the amendatory endorsement.	Minn. Stat. §72C.08, subd. 1(a) (Source)
Requirements Not Part of a Listed Category	PROPERTY DAMAGE LIABILITY: While motor homes are NOT required to carry liability coverage for property damage to rented vehicles, the coverage available on a normal private passenger vehicle for damage to rented vehicles must also extend to cover property damage to a rented motor home.	Minn. Stat. §65B.49, subd 5a(a) (Source)
Requirements Not Part of a Listed Category	GENERAL - MINIMUM EARNED PREMIUMS: Minimum earned premium rules are permitted only when a) the rule applies solely to vehicles whose rates are reduced to reflect either seasonal or limited use (e.g. motor homes, motorcycles, antique vehicles), and b) the cancellation is requested by the policyholder.	Minn. Stat. §72A.20, subd. 17(b)-(c) (Source)
Requirements Not Part of a Listed Category	INSURANCE ID CARDS: The Department does NOT consider these cards to be "policy forms" under Minn. Stat. §70A.06, subd. 2, and, therefore, does NOT require them to be filed with the Department of Commerce.	Minn. Stat. §70A.06, subd. 2 (Source) Minn. Stat. §65B.482 (Source)
Requirements Not Part of a Listed Category	RESIDUAL LIABILITY: EXEMPT VEHICLES (COVERAGE NOT REQUIRED). Policies covering the following types of vehicles do NOT need to extend liability coverage on a primary basis to "temporary loaned vehicles" owned by a service or repair facility: antique vehicles and recreational equipment as defined in Minn. Stat. §168.002, including motor homes.	Minn. Stat. § 65B.49, subd. 5a(a) (Source) Minn. Stat. §168.002 (Source)
Requirements Not Part of a Listed Category	AUDIT/EXAMINATION OF BOOKS AND RECORDS: Companies must limit the time period for examining a policyholder's books and records to one year after the end of the policy period for all examinations.	Minn. Stat. §60A.08, subd. 8 (Source)
Requirements Not Part of a Listed Category	MANUSCRIPT ENDORSEMENTS: Companies do NOT need to file manuscript forms (i.e. unique forms drafted for an individual insured) with the Department.	Minn. Dept. Bulletin 91-9

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Requirements Not Part of a Listed Category	ADVISORY FORMS: Rate service organizations may issue "advisory" forms to address national emergencies. In the early days of the COVID-19 pandemic, for example, ISO issued an advisory form addressing liability and communicable diseases. While these forms are available to the RSO's subscribers, the RSO may not have filed them with the department. Consequently, an insurance company that wants to adopt an advisory form must file that form with the department before distributing it to policyholders.	Minn. Stat. §70A.06, subd. 2 (Source)
Requirements Not Part of a Listed Category	DECLARATIONS PAGES AND POLICY JACKETS: Declarations pages and policy jackets must be submitted with new programs or whenever the declarations pages or jackets are revised.	Minn. Stat. §70A.06, subd. 2 (Source)
Subrogation	SUBROGATION - LIABILITY FOR DAMAGES CAUSED BY INTOXICATED MINORS: "SOCIAL HOST LIABILITY": Any person injured by an intoxicated minor has a legal right of action against any person 21 years or older if that person: (1) had control over the premises and knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of the minor, or (2) actively procured alcoholic beverages for a minor that subsequently caused the intoxication of that minor. (This right of action does not apply to legal sales of alcoholic beverages licensed under Minnesota law. Damages recovered by a minor must be paid either to the minor, the minor's parent, guardian, or next friend as the court directs. An intoxicated minor who caused injury has no right of action.) Insurance companies may NOT subrogate such claims pursuant to the subrogation clauses found in any first-party automobile coverages (UM/UIM, collision, comprehensive and PIP) to recover payments made by the company. Insurance companies must amend their automobile subrogation provisions to exclude rights of recovery for such claims.	Minn. Stat. §340A.90 (Source)
Subrogation	UIM - SUBROGATION RESTRICTION/ADDITIONAL DUITES: The insurer may require that an insured notify the company in writing if the insured reaches a tentative settlement with the insurer of an "underinsured" motor vehicle. If the insurer elects to advance payment equal to the tentative settlement to its insured (in order to preserve its own subrogation rights against the underinsured motorist and their insurance company), the company must do so within 30 days. The policy may describe the information that must be included in the notice of tentative settlement: 1) Identify the insured, the owner or operator of the underinsured motor vehicle and the insurer of the underinsured motor vehicle; 2) Disclose the limits of the automobile liability insurance available to the owner or operator of the underinsured motor vehicle; and 3) Disclose the agreed upon amount of the tentative settlement.	Schmidt v. Clothier, 338 N.W.2d 256 (Minn. 1983)
Subrogation	SUBROGATION: With respect to non-intentional acts, a company may not exercise its subrogation or recovery rights against any persons insured under the policy or under any other policy or coverage part issued by the insurance company with respect to the same loss.	Minn. Stat. §60A.41 (Source)
Surcharges	APPLICATION OF REVISED SURCHARGE PLANS ON EXISTING BUSINESS: On existing business, companies MUST apply the surcharge in effect at the time an accident or violation occurs. Companies should provide confirmation in writing that revised surcharge plans will be implemented in accordance with the cited statute.	Minn. Stat. §65B.133, subd. 4 (Source)
Surcharges	APPLICATION OF REVISED SURCHARGE PLANS ON EXISTING BUSINESS: No insurer may change its surcharge plan unless a surcharge disclosure statement or written website notice is mailed or delivered to the named insured before the change is made. A surcharge disclosure statement disclosing a change applicable on the renewal of a policy, may be mailed with an offer to renew the policy. Surcharges cannot be applied to accidents or traffic violations that occurred prior to a change in a surcharge plan except to the extent provided under the prior plan.	Minn. Stat. §65B.133, subd. 4 (Source)
Surcharges	COMPREHENSIVE ONLY - AUTO THEFT PREVENTION SURCHARGE: Companies must collect a surcharge of $.50 per vehicle per 6-month period on all vehicles with comprehensive	Minn. Stat. §297I.11 (Source)

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	coverage. This surcharge must be separately stated on either a billing or policy declarations page. Surcharge is nonrefundable in the event comprehensive coverage is eliminated, a vehicle is deleted from the policy, or the entire policy is canceled. Rule does not need to be included in manual; if filed, though, rule must conform to statute.	
Surcharges	SURCHARGES - ACCIDENTS: EXCEPTION FOR PIP-ONLY LOSSES: In general, companies may NOT surcharge for accidents where payment is made solely under a policy's PIP coverage (PIP-only loss). However, companies are permitted to surcharge for a PIP-only loss if BOTH of the following conditions are met: (1) the accident that the insured is involved in is a single vehicle accident, AND (2) property damage (i.e. a collision loss) occurs but no payment is made under collision because that coverage is not provided under the policy.	Minn.R. 2770.7700, subp. 2 (Source)
Surcharges	SURCHARGES = MAJOR/MINOR VIOLATIONS: In a surcharge plan, only those violations defined as "major chargeable traffic violations" under subp. 5 may be surcharged at the highest level. All Other violations are "minor" violations and must be surcharged at a level lower than "major" violations.	Minn.R. 2770.1100, subp. 5 (Source)
Surcharges	SURCHARGES FOR ACCIDENTS AND VIOLATIONS INVOLVING COMMERCIAL/EMERGENCY VEHICLES: Even though accidents or violations occurring while operating a commercial vehicle or an emergency vehicle cannot be used to accumulate points for nonrenewing a private passenger vehicle policy (except for violations in the four-point category), these accidents or violations may be used to assess a surcharge.	Minn.R. 2770.8000, subp. 2 (Source)
Surcharges-Disclosure Statements	DISCLOSURE TO APPLICANTS: Before accepting the initial premium payment, an insurer or its agent shall provide a surcharge disclosure statement to any person who applies for a policy which is effective on or after January 1, 1983. If the insurer provides the surcharge disclosure statement on the insurer's website, the insurer or agent may notify the applicant orally or in writing of its availability for review on the insurer's website prior to accepting the initial payment, in lieu of providing a disclosure statement to the applicant in writing, if the insurer so notifies the applicant of the availability of a written version of this statement upon the applicant's request. The insurer shall provide the surcharge disclosure statement in writing if requested by the applicant. An oral notice shall be presumed delivered if the agent or insurer makes a contemporaneous notation in the applicant's record of the notice having been delivered or if the insurer or agent retains an audio recording of the notification provided to the applicant.	Minn. Stat. §65b.133, subd. 2 (Source)
Surcharges-Disclosure Statements	SURCHARGE DISCLOSURE STATEMENTS - EFFECTIVE DATE: All SDS's must show an effective date and MUST be filed with the Department at least 30 days before that effective date.	Minn. Stat. §65B.133, clause (f) (Source) Minn.R. 2770.1600 (Source)
Surcharges-Disclosure Statements	SURCHARGE DISCLOSURE STATEMENTS - EXAMPLES FORMAT: A SDS must include the examples displayed in the rules for "A. One vehicle insured" and "B. Two vehicles insured." The format used MUST be identical to that found in the rules, including appropriate headings and base dollar amounts.	Minn.R. 2770.1900 (Source)
Surcharges-Disclosure Statements	SURCHARGE DISCLOSURE STATEMENTS - 10 POINT PRINT: A SDS must be printed in typeface at least as large as ten point modern.	Minn.R. 2770.1400, clause C (Source)
Surcharges-Disclosure Statements	SURCHARGE DISCLOSURE STATEMENTS - COMPANY NAME, EFFECTIVE DATE: A Surcharge Disclosure Statement (SDS) must include the name of the insurer and the effective date of the plan.	Minn. Stat. §65B.133, subd. 1(f) (Source) Minn.R. 2770.1400 (Source)

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Surcharges-Disclosure Statements	SURCHARGE DISCLOSURE STATEMENTS - HIGHLIGHTING: Certain provisions of an SDS MUST be highlighted (see rule for specifics). "Highlighting" can mean bold or contrasting color print, all CAPITAL LETTERS, italics, or underlined text.	Minn.R. 2770.1500 (Source)
Underwriting Guidelines	UNDERWRITING GUIDELINES: If the underwriting guidelines allow the company not to provide coverage for an auto risk due to 3 or more glass losses in an experience period unless an insured selects a deductible, the deductible required cannot be more than $100.	Minn.R. 2770.7800, subp 2 (Source)
Underwriting Guidelines	UNDERWRITING GUIDELINES - Prior Insurance: Companies may decline coverage to an applicant for automobile insurance based on the applicant's failure to have liability insurance in effect at any time before an application is made (i.e. prior insurance) if the applicant was legally required to carry liability insurance and failed to do so. Companies may require reasonable proof to this effect.	Minn. Stat. §72A.20, subd. 23, clauses (c)(1)-(c)(2) (Source)
Underwriting Guidelines	UNDERWRITING GUIDELINES - Prior Claims for PIP Benefits: Companies may decline coverage to an applicant for automobile insurance based on prior claim(s) for PIP benefits IF AND ONLY IF the applicant was over 50% negligent in the accident(s) giving rise to the PIP claim(s).	Minn. Stat. §72A.20, subd. 23, clause (d) (Source)
Underwriting Guidelines	UNDERWRITING GUIDELINES - Sex/marital status: Companies may NOT refuse to insure, refuse to continue to insure, refuse to offer or submit an application for coverage, or limit the amount of coverage available to an individual because of the sex or marital status of the individual; however, nothing in this subsection prohibits an insurer from taking marital status into account for the purpose of defining persons eligible for dependents' benefits.	Minn. Stat. §72A.20, subd. 16 (Source)
Underwriting Guidelines	UNDERWRITING GUIDELINES - Adverse Underwriting Decisions: Companies may NOT decline coverage to an applicant for automobile insurance based solely on either of the following: 1) a previous adverse underwriting decision; or 2) the fact that an applicant was previously insured through a residual market mechanism (e.g. Minnesota Auto Plan). However, the reason(s) for a previous adverse underwriting decision or residual market placement may be used to decline coverage (e.g. loss experience, violations, etc.).	Minn. Stat. §72A.50, subd. 2(1) (Source)
Uninsured / Underinsured Motorists	UM/UIM FOR PROPERTY DAMAGE: UM/UIM coverage for property damage liability is NOT required in Minnesota. If a company chooses to offer it, UM/UIM property damage liability coverage does NOT need to comply with the requirements that apply to UM/UIM bodily injury coverage (i.e.. statutes, rules, case law, or Departmental Procedures). If a company combines bodily injury and property damage liability UM/UIM coverage, then the UM/UIM bodily injury liability requirements must be applied to both coverages.	Minn. Stat. §65B.49, subd. 3a (Source)
Uninsured / Underinsured Motorists	Livery exclusions such as the following are not permitted: "B. "We" do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for "bodily injury" sustained by any person: 1. While "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This Exclusion (B.1.) does not apply to a share-the-expense car pool." This exclusion is not permitted under a published Minn. Supreme Court decision: Latterell v. Progressive Northern Insurance Co., A09-1138, (Minn. 8/31/11).	LATTERELL v. PROGRESSIVE NORTHERN INSURANCE COMPANY, Minn: Supreme Court 2011
Uninsured / Underinsured Motorists	EXCLUSION: "Use for Hire" exclusions should have an exception for "share the expense" car pools and volunteer drivers.	Minn. Stat. §70A.06, subd. 2. (Source) Minn. Stat. §65B.15, subd. 1 (8.)(b) (Source)

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Uninsured / Underinsured Motorists	MOTORCYCLES: UM/UIM coverages do not apply while occupying a motorcycle owned by an insured.	Minn. Stat. §65B.49, subd. 3a(8) (Source)
Uninsured / Underinsured Motorists	UM/UIM - PRIORITY OF RECOVERY/NO STACKING: UM/UIM coverage "follows the vehicle." However, if other UM/UIM coverage is also available, then any other UM/UIM coverage afforded to an insured becomes "excess" coverage. The amount of "excess" insurance should be limited to the amount by which the highest limit for any one vehicle under any one policy exceeds the limit applicable to the vehicle. NOTE: If an insured is a pedestrian and has two or more policies with UM/UIM coverage, then the insured may select any one policy to apply. The selected policy is entitled to a pro rata contribution from any other applicable policies. Unlike PIP coverages, UM/UIM coverages may NOT be stacked.	Minn. Stat. §65B.49, subd. 3a(5-6) (Source)
Uninsured / Underinsured Motorists	UM/UIM - CONSENT-TO-SUE CLAUSE PROHIBITION: Policies may not require an insured to get prior consent from a company in order to file suit against either an uninsured or underinsured motorist. Companies may require that they be notified of the commencement of any suits. The department suggests such notifications be made at least 60 days after commencement of a lawsuit.	Malmin v. Minnesota Mutual Fire and Casualty Co., 552 N.W. 2d 723 (Minn. 1996)
Uninsured / Underinsured Motorists	UM/UIM - GOVERNMENTAL VEHICLES: Companies may NOT exclude vehicles owned and operated by a governmental unit or agency from the definition of "uninsured" motor vehicle or "underinsured" motor vehicle. While Ronning v. Citizens Security applies only to "underinsured" motorist coverage, the Department construes the case to be equally applicable to "uninsured" motorist coverage.	Minn. Stat. §65B.49, subd. 3a (Source) Ronning v. Citizens Security Mutual Insurance Co., 557 N.W (2d) 363 (Minn CA 1996)
Uninsured / Underinsured Motorists	UM/UIM - INSURING AGREEMENT: RELATIONSHIP TO RESIDUAL LIABILITY COVERAGE: The insuring agreement may NOT require that an insured exhaust a tortfeasor's liability limits before UM or UIM benefits are available. While Schmidt v. Clothier addressed only an underinsured vehicle, the Department believes it's appropriate to extend to uninsured motor vehicles.	Schmidt v. Clothier, 338 N.W. 2d 256 (Minn. 1983)
Uninsured / Underinsured Motorists	UM/UIM - HIT-AND-RUN VEHICLES: Definitions of "uninsured" motor vehicles include "hit-and-run" drivers. The definition of a "hit-and-run" driver cannot be limited to only vehicles where "hitting" is involved (i.e. hitting an insured, an insured's vehicle, or any vehicle occupied by an insured.) Rather, the definition needs to allow for both "hitting" AND "causing an accident resulting in 'bodily injury' without hitting."	Halseth v. State Farm Mutual Automobile Insurance Co., 268 N.W. 2d 730 (Minn. 1978)
Uninsured / Underinsured Motorists	UM/UIM - DEFINITIONS: UM COVERAGE. "Uninsured" motor vehicle (UM) includes the following: 1) motor vehicles without liability insurance, 2) motor vehicles with liability insurance having limits lower than those required by statute, 3) motor vehicles with liability insurance written by insurance companies that have become insolvent or successfully denied coverage, and 4) motor vehicles driven by hit-and-run drivers. Minimum required bodily injury limits for UM motorists coverage are $25,000 per person and $50,000 per accident. UIM COVERAGE. "Underinsured" motor vehicles (UIM) are any motor vehicles carrying liability insurance at or above the statutory limits but with insufficient coverage for all legally recoverable damages. Minimum required bodily injury limits for UIM motorists are $25,000 per person and $50,000 per accident. With UM/UIM coverages, "liability insurance" refers solely to bodily injury liability coverage.	Minn. Stat. §65B.49, subd. 3a(1) (Source)
Vicarious Liability	COVERAGE FOR VICARIOUS LIABILITY OF PUNITIVE AND EXEMPLARY DAMAGES: Minnesota allows liability insurance policies to include coverage against vicarious liability for punitive and exemplary damages.	Minn. Stat. §60A.06, subd. 4 (Source)

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Voidance	Regarding "void" language throughout the policy and/or attached forms: There are no provisions in Minn. Stat. Ch. 65B governing auto insurance which allow for voidance or rescission of a policy. Rather, policies may be cancelled or nonrenewed.	Minn. Stat. Ch. 65B (Source)
Voidance	VOIDANCE - Misrepresentation, or Fraud: "Voidance for fraud" wording is NOT permitted. Rather policies may be canceled or nonrenewed for the following reasons: 1) an insured obtained a policy through a material misrepresentation; or 2) an insured made a fraudulent claim or knowingly aided and abetted another in the presentation of a claim. A provision "denying coverage" in the event of misrepresentation or fraud is permitted.	Minn. Stat. §65B.15 (Source)
Witness Clause & Officers Signatures	FACSIMILE SIGNATURES: Policies must include the facsimile signatures of 1) Secretary or Assistant Secretary, and 2) President or Vice-President. In their absence, two Directors' signatures may be substituted. These signatures may be on the Declarations page, Policy jacket, or a "signature endorsement" in lieu of the actual policy. This requirement does not apply to individual endorsements or cancellation/nonrenewal notices.	Minn. Stat. §60A.08, subd. 5 (Source)