



2008 v. 2016 MAP

CHANGES EXPLAINED

Definition Changes Page 2

“Our Agreement” Changes Page 2

Part 1 Bodily Injury to Others Changes Page 2

Part 2 Personal Injury Protection Changes Page 3

Part 3 Bodily Injury Caused by Uninsured Auto Changes Page 4

Part 4 – Damage to Someone Else’s Property Changes Page 5

Optional Coverage General Exclusion Changes Page 8

Part 5 Optional Bodily Injury to Others Changes Page 8

Part 6 Medical Payments Changes Page 10

Part 7 Collision; Part 8 Limited Collision & Part 9 Comprehensive Changes Page 10

Part 10 Substitute Transportation Changes Page 11

Part 12 Bodily Injury Caused by An Underinsured Auto Changes Page 12

General Provisions and Exclusions Changes Page 12

2008 v. 2016 MAP Changes Explained

Definition Changes				
Change #		2008 MAP	2016 MAP	Result of change
1	"You"	2008 MAP <i>You or Your – refers to the person(s) named in Item 1 of the Coverage Selections Page.</i>	2016 MAP <i>You or Your – refers to the person(s) named in Item 1 of the Coverage Selections Page. This includes your spouse while a household member.</i>	2016 includes spouse as a "you" ... no longer a "mere" household member whether listed on Coverage Selections Page or not
2	"Your Auto"	2008 MAP <i>B. Any auto while used as a temporary substitute for the described auto while that auto is out of normal use because of a breakdown, repair, servicing, loss or destruction. But the term "your auto" does not include a substitute vehicle owned by you or your spouse.</i>	2016 MAP <i>B. Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term your auto. However "your auto" does not include a substitute vehicle owned by you.</i>	2016 reinforces consent of owner always needed. 2016 not allow use of motorcycle as temporary substitute unless a motorcycle is shown on Dec page. 2008 allows use of ANY auto as a temporary substitute and a motorcycle is an "auto" by definition #4 in the MAP
"Our Agreement" Changes				
3	Re: laws applicable	2008 MAP <i>There are many laws of Massachusetts relating to automobile insurance. We and you must and do agree that, when those laws apply, they are part of this policy.</i>	2016 MAP <i>There are many laws relating to auto insurance. We and you must and do agree that, when those laws apply, they are part of this policy</i>	2016 reminds us that if incident happens in another state then that state law can apply - Not just MA laws apply to this policy
Part 1 Bodily Injury to Others Changes				
4	Punitive damages exclusion added	2008 MAP No exclusion	2016 MAP adds <i>We will not pay punitive or exemplary damages.</i>	MA has wrongful death statute MGL 229 s.2 which awards punitive damages. 2016 MAP won't have to pay – 2008 could
5	Defense	2008 MAP No restrictive language	2016 MAP adds: We will not pay <i>or defend:</i>	2016 will neither pay nor defend if exclusion applies 2008 might not pay but has to defend if exclusion applies –

2008 v. 2016 MAP Changes Explained

6	W/C exclusion	<p>2008 will not pay: <i>For injuries to any employees of the legally responsible person if they are entitled to Massachusetts workers' compensation benefits</i></p>	<p>2016 will not pay: <i>For injuries to any employees of the legally responsible person if they are entitled to benefits for the same injury under any workers' compensation law or similar law</i></p>	<p>2016 - No coverage for injury to any employee if ANY state W/C benefits apply</p> <p>2008 just excludes if entitled to MA W/C</p>
7	<p>Public/livery vehicle exclusion</p> <p>Vehicle sharing exclusion</p>	<p>2008 MAP No language excluding public or livery conveyance activity</p> <p>Vehicle sharing M-0099s 9/13 complete exclusion</p> <p><i>"we will not pay damages or benefits under any Part of this policy while your auto is being used in a Personal Vehicle Sharing Program. There will be no bodily injury or property damage. A personal vehicle sharing program allows for the sharing of autos with other than you or a household member. Such programs are formed under the terms of a written agreement and for payment."</i></p>	<p>2016 Adds exclusion: <i>For accidents while your auto is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of your auto in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of your auto in providing volunteer transportation services at the direction of a charitable group.</i></p>	<p>2016 adds new exclusion for UBER/LYFT, RELAYRIDES/FLIGHT CAR – public or livery conveyance and <u>ride sharing all combined in one exclusion</u></p> <p>Will allow: share-the-expense car pool expense reimbursement program Volunteer transportation for charities</p> <p>UBER/LYFT and other transportation network exposures for public or livery have created 3 phases</p> <ol style="list-style-type: none"> 1. Signed into TNC APP – waiting to be called 2. Get call and responding to location 3. Picking up passenger (touches door handle) <p>Language excludes all (3) phases</p> <p>Some companies offer coverage for phase 1</p> <p>New 2016 exclusion removes need for the vehicle sharing exclusionary language created by AIB for 2008 MAP found in M-0099s Amendatory endorsement ed. 9/13</p>
Part 2 Personal Injury Protection Changes				
8	Public/livery vehicle exclusion	<p>2008 MAP No language excluding public or livery conveyance activity</p>	<p>2016 adds: Similar language to change #7 – excludes PIP coverage when your auto used as public or livery conveyance or rented in vehicle sharing situation</p>	<p>Refer to change #7 for explanation</p>

2008 v. 2016 MAP Changes Explained

	Vehicle sharing exclusion	Vehicle sharing M-0099s 9/13 complete exclusion per #7 above		
9	Racing exclusion	No language in 2008 excluding racing	2016 adds: 5. Any person injured while an auto is being used in any racing, speed, stunting, or demolition contest or activity.	Complete 2016 exclusion for racing activity whether your auto or non-owned auto whether pre-arranged or spontaneous
Part 3 Bodily Injury Caused by Uninsured Auto Changes				
10	Insured status under "Your" policy	2008 MAP sends anyone including household members back to a MAP in that person's name or a MAP of household member providing higher limit (see policy for exact language)	2016 MAP sends anyone including household members back to ANY auto policy in that person's name or ANY auto policy of household member providing higher limit (See policy for exact language)	2016 more restrictive. Less opportunity for anyone to access Your policy – any policy in ANY state applicable to that person including a household member policy with higher limits disqualifies injured party from accessing Your policy- 2008 MAP only disqualifies if a MAP applicable
11	Public/livery vehicle exclusion Vehicle sharing exclusion	2008 MAP restricts Your Auto limits to 35/80 when used as public or livery conveyance – reduction in applicable limit – not complete exclusion <i>"The most we will pay for damages to or for anyone injured in the following situations is \$35,000 per person and \$80,000 per accident or the limits you purchased, whichever is less:"</i> Vehicle Sharing M-0099s endorsement - 9/13 complete exclusion per #7 above	2016 adds: We will not pay damages to anyone under this Part while your auto is being used as, or is available for use as , as a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of your auto in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of your auto or in providing volunteer transportation services at the direction of a charitable group.	2016 makes public or livery use of your auto a complete exclusion 2016 including vehicle sharing in this complete exclusion - see change #7 for discussion 2008 restricts public or livery to 35/80 but would exclude vehicle sharing completely if M-0099s 9/13 added
12	Racing restriction changed	2008 MAP restricts Your Auto limits to 35/80 when used in pre-arranged or organized racing. – just reduction in applicable limit – not complete exclusion	2016 MAP - more comprehensive exclusion <i>We will not pay under this Part for injuries which occur while an auto is being used in any racing, speed, stunting, or demolition contest or activity.</i>	2016 makes racing complete exclusion – whether your auto or any auto – whether or not pre-arranged or spontaneous – no coverage. 2008 provides 35/80 and only excludes pre-arranged or organized activity

2008 v. 2016 MAP Changes Explained

13	Owned but not insured language change	2008 MAP wouldn't pay UM to you or household member if you or household member were struck by or occupying an auto you own and didn't have <u>Massachusetts compulsory coverage</u> .	2016 amends language: <i>We will not pay damages to or for you, if struck by, or while occupying an auto you own and which does not have <u>compulsory auto insurance</u>.</i> <i>Likewise, we will not pay damages to or for any household member if struck by, or while occupying an auto owned by that household member which does not have <u>compulsory auto insurance</u>.</i>	2016 removes coverage for ANY vehicle you or your household member owns that doesn't have insurance in <u>any compulsory auto state</u> – not just exclude owned autos subject to MA compulsory coverage
14	Interest on awards language added	2008 not mention	2016 adds: <i>Unless otherwise agreed, all monetary awards not paid within thirty days after the receipt of the award will bear interest from the date of the award at the rate allowed by statute.</i>	2016 incentive for company to pay in timely fashion: Awards not paid w/in 30 days of receipt will bear interest if state requires – should be paid outside of limit. Arbitration disputes get awarded interest just as a trial judgement award
Part 4 – Damage to Someone Else's Property Changes				
15	Insuring agreement changes – restrict to tangible property and use of auto	2008 reads: <i>Under this Part, we will pay damages to someone else whose auto or other property is damaged in an accident.</i>	2016 modifies: <i>Under this Part, we will pay for damage or destruction of the <u>tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading.</u></i>	2016 only covers damage due to actual use of auto 2008 - No requirement that PD arise out of use of auto – 2016 only covers PD to tangible property 2008 not use word “tangible” – digital property damage can be covered
16	Insuring agreement changes - vehicles that you or household members are insured to use	2008 MAP <i>We will pay only if you or a household member is legally responsible for the accident.</i>	2016 MAP <i>We will pay <u>only if you, a household member, or someone else using your auto with your consent is legally responsible for the accident.</u></i>	2008 provides you/household member coverage for vehicles (legally responsible for) Owned Rented/borrowed Vicarious liability – others use for you Contractually responsible for 2016 MAP Does change #15 work in conjunction with change 16 to provide you and household

2008 v. 2016 MAP Changes Explained

				<p>member with coverage for non-owned autos as before or are you/household member restricted to your auto only? See AIB letter page 15</p>
17	<p>Insuring agreement changes - New restrictions as to what is excluded</p>	<p>2008 MAP <i>The damages we will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement.</i></p> <p><i>Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.</i></p>	<p>2016 adds/amends: <i>The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property.</i></p> <p><i>The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, your auto or other auto used by you or a household member with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.</i></p>	<p>2016 MAP - Adds language excluding cost of damage to/towing of/recovery of or decreased value or intangible loss of: your auto (remember your auto includes temporary substitute)</p> <p>another auto used by you or HHM (rented or borrowed)</p> <p>What have you or HHM "guaranteed" to owner of vehicle borrowed or rented?</p> <ol style="list-style-type: none"> 1) Diminution in value 2) loss of use 3) recovery costs/towing <p>2016 MAP expressly excludes</p> <p>2008 MAP HAS paid for loss of use to rented vehicle – not without a fight ... but it has ... will 2016 MAP?</p> <p>What about diminution in value to auto you HIT? Is there coverage under 2016 MAP there is under 2008 MAP</p>
18	<p>Public/livery vehicle exclusion</p> <p>Vehicle sharing exclusion</p>	<p>2008 MAP <i>1. While your auto is being used as a public or livery conveyance. This does not apply to the use of your auto in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.</i></p>	<p>2016 modifies: <i>While your auto is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of your auto in a share-the-expense car pool or</i></p>	<p>2016 makes public or livery use of your auto a complete exclusion including vehicle sharing – see change #7 for discussion</p>

2008 v. 2016 MAP Changes Explained

		Vehicle Sharing M-0099s endorsement - 9/13 complete exclusion per #7 above	<i>an expense reimbursement program either as a volunteer or at work. This does not apply to the use of your auto in providing volunteer transportation sources at the direction of a charitable group.</i>	
19	Racing exclusion change	2008 MAP <i>However, \$5,000 is the most we will pay for property damage caused by an auto covered under this Part which is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity</i>	2016 excludes completely: 8. While an auto is being used in any racing, speed, stunting, or demolition contest or activity.	2016 makes racing complete exclusion – whether your auto or any auto – whether or not pre-arranged or spontaneous 2008 MAP restricts Your Auto limits to 5,000 when used in pre-arranged or organized racing. – just reduction in applicable limit – not complete exclusion
20	Business delivery activity language change	2008 MAP 3. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. <u>This exclusion does not apply to private passenger autos, or to pick-up trucks, vans, or similar vehicles not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.</u>	2016 amends <i>While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. <u>It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.</u></i>	2016 MAP fixes misinterpretation of delivery exclusionary language. AIB always intended delivery exclusion that is NOT “public or livery” apply only to pickups and vans as discussed in Rule 27 eligibility for MAP. Some carriers disagreed because of the lack of proper grammatical construction. 2016 MAP has two separate sentences. Business use exclusion does not apply to private passengers autos. Business use exclusion does not apply to pickups and vans UNLESS the business is non-incidental delivery. 2008 MAP often restrictively interpreted

2008 v. 2016 MAP Changes Explained

Optional Coverage General Exclusion Changes				
21	Public/livery vehicle exclusion Vehicle sharing exclusion	<p>2008 MAP</p> <p>1. While your auto is being used as a public or livery conveyance. This does not apply to the use of your auto in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.</p> <p>Vehicle Sharing M-0099s endorsement - 9/13 complete exclusion per #7 above</p>	<p>2016 modifies:</p> <p>If the accident happens while your auto is being used as, or is available for use as, a public or livery conveyance, <u>including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation.</u></p> <p>This does not apply to the use of your auto in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. <u>This does not apply to the use of your auto in providing volunteer transportation sources at the direction of a charitable group</u></p>	2016 MAP makes public or livery use of your auto a complete exclusion including vehicle sharing – see change #7 for discussion
22	Racing exclusion change	<p>2008 MAP</p> <p>Racing discussed in each separate coverage. Part 5 provided 35/80. Part 6 \$5,000. Part 7,8,9 flat exclusion.</p>	<p>2016 adds general exclusion:</p> <p><u>6. For injury or damage resulting from an accident while an auto is being used in any racing, speed, stunting, or demolition contest or activity</u></p>	<p>2016 makes racing complete exclusion – whether your auto or any auto – whether or not pre-arranged or spontaneous - for each Optional coverage</p> <p>2008 Map only excluded or limited “pre-arranged” or “organized”</p>
Part 5 Optional Bodily Injury to Others Changes				
23	Insuring agreement restrict to use of auto	<p>2008 MAP</p> <p><i>Under this Part, we will pay damages to people injured or killed in accidents if you or a household member is legally responsible for the accident.</i></p>	<p>2016 adds restriction:</p> <p>Under this Part, we will pay damages to people injured or killed in an accident if you or a household member is legally responsible for the accident <u>and such accident arises out of the ownership, maintenance, or use of an auto</u> by you or the household member.</p>	<p>2016 similar change as Part 4 restricting coverage to you and household member’s use of auto (can’t be on bicycle and cause auto accident).</p> <p>Part 5 not mention “loading/unloading” as Part 4 does. But unlike Part 4, definitely have coverage for you and household member (as does 2008 MAP)</p>

2008 v. 2016 MAP Changes Explained

				Using your auto Using rented/borrowed auto Vicariously liable for others
24	Insuring agreement & punitive damages	2008 MAP not mention so will cover	2016 adds: <u>We will not pay punitive or exemplary damages.</u>	See discussion #4
25	defense	2008 MAP not have language	2016 adds: <u>We will not pay or defend:</u>	See discussion #5
26	Business delivery activity change	2008 MAP <i>5. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or to pick-up trucks, vans, or similar vehicles not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.</i>	2016 amends <i>5. While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.</i>	See discussion #20
27	Contractual liability exclusion	2008 MAP No exclusion	2016 adds to Part 5: <u>6. For liability assumed under any other contract or agreement.</u>	2016 MAP new problem for insureds who assume responsibility of another whether business contract or auto rental contract. Can be a problem for business insureds with class 30. Not allow contractual liability – assumption of BI to others on behalf of a third party. Insureds. Need BAP 2008 would cover as this can be a form of “legal liability”
Part 6 Medical Payments Changes				

2008 v. 2016 MAP Changes Explained

28	operator "activity" exclusion	2008 MAP No language	2016 MAP 7. Any person who contributed to his or her injury by operating an auto: (a) while under the influence of alcohol, marijuana, or narcotic drugs, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself, or others.	2016 excludes medical expenses for an operator who contributes to own injury just as PIP does 2008 does not have this exclusion and would pay expenses
29	WC exclusion	2008 MAP No language	2016 MAP 8. Anyone who is entitled to benefits under a workers' compensation law or similar law for the same injury.	2016 adds W/C exclusion - like PIP exclusion – any state W/C law 2008 only has exclusion for injury to those who work in auto business and 2016 retains this exclusion
30	coordination of benefits restriction language	2008 MAP No language not have this language. Part 6 only coordinate with PIP or MP of an auto policy	2016 MAP No payments will be made under this Part that duplicate payments made for the same bodily injuries under Parts 1, 2, 3, 5, or 12 of this Policy. In addition, no payments will be made under this Part that duplicate payments made for the same bodily injuries under any other auto insurance policy or under a health insurance policy covering the injured person	2016 adds language excluding payable elsewhere Any part of this policy Any other auto policy Health insurance 2008 MAP only coordinate MP with PIP or MP of another auto policy Works in conjunction with 211 CMR 38 Coordination of Benefits legislation
Part 7 Collision; Part 8 Limited Collision & Part 9 Comprehensive Changes				
31	"diminished value" language change	2008 MAP discuss only paying "cost to physically repair"	2016 MAP changes to: <i>We will not pay for any decrease in value claimed to result from the loss.</i>	Given v. Commerce Ins. CO in 2003 decided MAP does not pay diminished value. Neither 2008 nor 2016 pay diminished value
32	Actual cash value language change	2008 MAP restrict loss payment to lesser of ACV or "physical repair cost"	2016 MAP - expand languages <i>The cost to repair the auto is limited to the prevailing competitive price, which is the</i>	2016 adds restrictive language

2008 v. 2016 MAP Changes Explained

			<p><i>price we can secure from a licensed repair facility conveniently located to you.</i></p> <p><i>Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss.</i></p> <p><i>Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto.</i></p>	<p>“cost to repair is prevailing competitive price” conveniently located near insured – whatever that is</p> <p>2016 MAP reminder that loss payment is ACV unless some other endorsement added to change this</p> <p>2016 MAP adds NEW restriction reducing ACV for betterment and physical condition 211CMR133 does allow reduction for “appropriate depreciation” – which sounds nicer than policy language!</p>
33	Add language for certain expenses	2008 MAP No language	<p>2016 MAP adds: <i>We will also pay reasonable and necessary expenses for towing, recovery and storage of your auto.</i></p>	<p>2016 reinforces that certain costs are included – can’t make repairs w/o these items ...towing from scene, etc. 2008 paid but subject to ACV 2016 states “also pay” so should be in addition to ACV but don’t count on too much beyond ACV</p>
34	Add exclusion for liability assumed under contract	2008 MAP No language	<p>2016 MAP adds: <i>We will not pay for any liability assumed under any other contract or agreement.</i></p>	<p>2016 MAP – not care WHAT insured signs or guarantees to garage, rental company or anyone that might have care of your car or whose car you have care/control of ...ACV is what is paid ...period</p>
Part 10 Substitute Transportation Changes				
35	Adds language clarifying and restricting loss payment	2008 MAP paid “reasonable time” for having car repaired	<p>2016 MAP expands and adds: <i>Reimbursement for rental charges and transportation expenses will end the earliest of when your auto has been returned to you, repaired, or replaced.</i></p> <p><i>We will pay only for a period</i></p>	<p>2016 MAP more restrictive</p> <p>States condition to reduce payment to earliest of</p>

2008 v. 2016 MAP Changes Explained

			<p><i>of time which is reasonable for having your auto repaired or replaced. If your auto is deemed by us to be a total loss, reimbursement for rental charges and transportation expenses will end seven business days after we offer to pay the actual cash value under Part 7, Part 8, or Part 9.</i></p>	<p>Total loss of car restricts payment to SEVEN (7) business day after OFFER to pay ACV Does NOT say that client has been paid Does NOT say “check is in the mail”</p> <p>2008 MAP could pay longer</p> <p>Insured MUST be warned that SubTrans has a daily rate and a maximum POSSIBLE payment ...but this maximum POSSIBLE payment is not a “guarantee” of payment</p>
Part 12 Bodily Injury Caused By An Underinsured Auto Changes				
36	Insured status change under Your Policy	<p>2008 MAP Sends anyone including household members back to a MAP in that person’s name or a MAP of household member providing higher limit</p>	<p>2016 MAP Sends anyone including household members back to ANY auto policy in that person’s name or ANY auto policy of household member providing higher limit</p>	See discussion of change 10 under Part 3 BI Caused By an Uninsured Auto
37	Exclusions removed	<p>2008 MAP excludes racing and public or livery in Part 12</p>	<p>2016 MAP removes this language from Part 12</p>	Exclusionary language under Optional Coverage General Exclusions See general exclusions discussions for these two exclusions #21 & 22
38	Interest on awards	<p>MAP 2008 no language</p>	<p>MAP 2016 Adds language as discussed under Part 3</p>	See change #14 under Part 3 BI Caused by Uninsured Auto
General Provisions and Exclusions Changes				
39	Change to #3 “additional cost we pay”	<p>2008 MAP No language</p>	<p>2016 MAP adds: <i>B. Interest on that part of a judgment or arbitration award that is within our limits of liability which accrues after the judgment or award in any matter we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected</i></p>	<p>2016 MAP - Insured stuck with interest on amount of award GREATER than policy limit – affects client if company defends poorly.</p> <p>In 2008 company paid judgement interest on entire judgement but restricted judgement payment to applicable policy limit</p>

2008 v. 2016 MAP Changes Explained

40	Change to #5 Our right to be repaid	2008 MAP <i>In either case we do not have to be repaid for any money we have paid under Medical Payments (Part 6)</i>	2016 MAP removes this language	Per new Part 6 language and change to coordination of benefits language 211 CMR 38 – auto carrier can subrogate for Part 6 expenses paid 2008 MAP not subrogate for Part 6 Medical Payments
41	Slight change to #18 False Information	2008 MAP Company can limit to those amounts “required to sell under Parts 3 and 4 of this policy”	2016 MAP States company can limit payments to those amounts “required to sell under the compulsory coverages of this policy”	Intent remains the same – both allow denial of all optional coverages. Limit Part 4 to \$5,000 and Part 3 to 35/80
42	Slight change to #20 Pre-Insurance Inspection	2008 MAP States MA law <u>requires</u> we inspect	2016 MAP changes to MA law provides <i>that we MAY inspect</i>	2016 MAP wording based on most company practices. Many companies choose not to inspect – a wasted expense with all the damage and claim information available for free or lower cost on the Internet
43	ACV definition Provision #21	2008 MAP Not in policy - added by endorsement M-0099-s	2016 MAP adds General Provision #21 Actual Cash Value	Same language as 2008 MAP amendatory endorsement– now included in 2016 MAP Reads like 211CM133.05 - Standards of repair regulation
44	Add provision for assignment	2008 MAP no language	2016 MAP adds: #22 Assignment: Under Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9), an assignment of interest under this policy will not bind us without our knowledge or consent. Any improper assignment shall be void and invalid. The assignee shall acquire no rights under this contract and we shall not recognize any such assignment. This limitation on assignment shall not affect our right to subrogation under this policy.	Under 2016 MAP if make guarantees of payment to anyone – repair shop, service station, towing company ... whoever – not binding on carrier Some clients assign rights to repair shop who then make consumer complaints at MA DOI No language in 2008 MAP – adding language can reduce potential problems
45	Cancellation changes	2008 MAP 3 reasons company can cancel policy 1) non-payment 2) You mis-represent	2016 MAP adds <i>We can cancel all or any part of this policy including your Compulsory Insurance if:</i> 1. You have not paid your	2016 adds more reasons to cancel policy 1) license or registration of ANY household operator under suspension or revocation

2008 v. 2016 MAP Changes Explained

		<p>3) YOUR license or registration under suspension</p>	<p><i>Premiums</i></p> <p>2. <i>We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.</i></p> <p>3. <i>The driver's license or auto registration of you, or any person who resides in your household and usually operates an auto insured under this policy, has been under suspension or revocation during the policy period.</i></p> <p>4. <i>You fail to comply with a request for a safety inspection test for a vehicle for which total damage has been paid.</i></p>	<p>2) You not comply with safety inspection on a totaled vehicle</p> <p>211 CMR 97.00 Procedures for cancelling auto policy have allowed policy to be cancelled if any HHM has license under suspension but language NEVER previously put in a MAP</p>
<p>There are some other minor wording changes that should just be “clerical” or “grammatical” in nature.</p>				

2008 v. 2016 MAP Changes Explained

Clarification with respect to Property Damage Liability for Borrowed/Rented Car:

Mr. Francis A. Mancini, Esquire, President & CEO

MAIA

91 Cedar Street

Milford, MA 01757

Dear Frank:

The Automobile Insurers Bureau of Massachusetts (AIB) and the Massachusetts Association of Insurance Agents (MAIA) have had recent discussions regarding prior (2008) and current (2016) language defining coverage under Part 4 of the AIB's MAP. Specifically, your concern is with regard to coverage for property damage liability when driving a rented or borrowed car.

It was the drafter's intent, and the intent of the insurers' representatives participating in the development of the new version of the policy, to provide coverage when driving a rented or borrowed car consistent with the scope of coverage traditionally enjoyed by Massachusetts policyholders. This was accomplished by language providing property damage liability coverage for an accident ... "arising from the ownership, maintenance, or use of **an auto** ...". Subsequent language further clarifies PDL coverage in general to be extended to "you, a household member, or someone else using **your auto** with your consent ..."

So we believe it is the clear intent of the language to provide coverage to you and a household member (as defined in the policy) when driving another car, including a rented or borrowed car. The language also extends coverage to others driving **your auto** only with permission.

Cordially

Daniel J. Johnston, President

AIB