

Automobile Insurers Bureau

Massachusetts Automobile Insurance Policy

Please read your policy. Part of the policy is a page marked "Coverage Selections." It shows the types and amounts of coverage you have purchased. As you read the policy, check the Coverage Selections Page to make sure it shows exactly what you intended to buy. If there is any question, call your agent or company right away.

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Introduction

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This insurance policy is a legal contract between the policy owner (you) and the company (we or us). It insures you and **your auto** for the period shown on the Coverage Selections Page.

As long as you pay your premium, we agree to provide you or others the benefits to which you or they are entitled. The exact terms and conditions are explained in the following pages.

There are two basic categories of insurance described in this policy, Compulsory Insurance and Optional Insurance.

Compulsory Insurance

There are four Parts to Compulsory Insurance. They are all required by law. Every auto registered in Massachusetts must have them.

Optional Insurance

There are eight Parts to Optional Insurance. Some of them extend the coverage or the amounts of protection provided by Compulsory Insurance. Some of them provide protection not found in Compulsory Insurance. You do not have to buy any of these eight Parts if you do not want to.

Auto insurance claims arise in hundreds of different ways. Autos are sometimes stolen or damaged. Accidents may injure people in **your auto**, people in other autos or **pedestrians**. You may be responsible for an accident or someone else may be. An accident may happen in Massachusetts or out of state. Different situations require different kinds of insurance.

Please read the whole policy to see what kinds of insurance are available to cover these different situations. At the same time, you should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will show a premium charge next to it. If no premium charge is shown, you do not have that coverage.

Sometimes you and we will agree to change this policy. The only way that can be done is by an "Endorsement" added to the basic policy form. All endorsements must be in writing. They then become part of this policy.

We are pleased to have you as a customer and hope you have a safe and accident-free year. But if you need us, we are here to help you. If you have an accident or loss, or if someone sues you, contact your agent or us.

Do the same if you have any questions or complaints. If you think we have treated you unfairly at any time, you may contact the Division of Insurance, (617) 521-7777.

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Definitions

Throughout this policy:

1. **We, Us or Our** – refers to the company issuing this policy.
2. **You or Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page.
3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the owner- ship, maintenance or use of an auto.
4. **Auto** – means a land motor vehicle or **trailer** but does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or **trailer** while it is located for use as a residence or premises. We will consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
 - D. Any vehicle not subject to Massachusetts Motor Vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).

Other words and phrases are defined. They are in boldface when used.

5. **Your Auto** – means:
 - A. The vehicle or vehicles described on the Coverage Selections Page.
 - 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.
 - C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be 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.

Under Parts 1, 2, 3, 4, 5 and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

6. Trailer – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

7. Occupying – means in, upon, entering into, or getting out of.

8. Collision – means the accidental upset of **your auto** or any physical contact of **your auto** with another object.

9. Household Member – means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.

10. Pedestrian – includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

Our Agreement

This policy is a legal contract under Massachusetts law. Because this is an auto policy, it only covers accidents and losses which result from the ownership, maintenance or use of autos. The exact protection is determined by the coverages you purchased.

We agree to provide the insurance protection you purchased for accidents which happen while this policy is in force.

You agree to pay premiums when due and to cooperate with us in case of accidents or claims.

Our contract consists of this policy, the Coverage Selections Page, any endorsements agreed upon, and your application for insurance. Oral promises or statements made by you or our agent are not part of this policy.

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.

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Compulsory Insurance

There are four Parts to Compulsory Insurance. They are called Compulsory Insurance because Massachusetts law requires you to buy all of them before you can register **your auto**. No law requires you to buy more than this Compulsory Insurance. However, if you have financed **your auto**, the bank or finance company may legally insist that you have some Optional Insurance as a condition of your loan.

The amount of your coverage and the cost of each Part is shown on the Coverage Selections Page.

Your Compulsory Insurance does not pay for any damage to **your auto** no matter what happens to it.

Part 1. Bodily Injury To Others

Under this Part, we will pay damages to people injured or killed by **your auto** in Massachusetts accidents. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will pay only if you or someone else using **your auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay:

1. For injuries to guest occupants of **your auto**.
2. For accidents outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. For injuries to any employees of the legally responsible person if they are entitled to Massachusetts workers' compensation benefits.

The law provides a special protection for anyone entitled to damages under this Part. We must pay their claims even if false statements were made when applying for this policy or **your auto** registration. We must also pay even if you or the legally responsible person fails to cooperate with us after the accident. We will, however, be entitled to reimbursement from the person who did not cooperate or who made any false statements.

If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If someone covered under this Part is using an auto he or she

does not own at the time of the accident, the owner's auto insurance must pay its limits before we pay. Then, we will pay, up to the limits shown on your Coverage Selections Page, for any damages not covered by that insurance.

**Part 2.
Personal Injury
Protection**

The benefits under this Part are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the accident.

We will pay the benefits described below to you and other people injured or killed in auto accidents. For any one accident, we will pay as many people as are injured, but the most we will pay for injuries to any one person is \$8,000. This is the most we will pay no matter how many autos or premiums are shown on the Coverage Selections Page.

We will pay three kinds of benefits:

A. Medical Expenses

We will pay all reasonable expenses incurred as a result of the accident for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral services.

B. Lost Wages

If an injured person is out of work because of the accident, we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the accident. We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the accident, we will pay up to 75% of the amount he or she actually lost in earning power as a result of the accident.

C. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

We will pay PIP benefits to or for:

1. You, or any other person, if injured while **occupying your auto** with your consent.
2. You, or anyone living in your household, if injured while **occupying** an auto which does not have Massachusetts Compulsory Insurance or if struck by an auto which does not have Massachusetts Compulsory Insurance
3. Any **pedestrian**, including you, if struck by **your auto** in

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Compulsory Insurance (Continued)

Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

Benefits are paid only for expenses or losses actually incurred within two years after the accident.

If the accident is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time – usually thirty days. If the accident is outside Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.

Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this Part and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an accident. In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payments under this paragraph will be determined by Massachusetts law.

Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization partnership or corporation to provide, pay for, or reimburse the cost of medical expenses (“health plan”). If so, we will pay up to \$2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of \$2,000 for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of \$2,000 under this Part. We will not pay for medical expenses in excess of \$2,000 that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages and replacement services will not exceed \$8,000.

Within two years after an accident, we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone covered under this Part who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the accident. Also, our payment will not operate to reduce the benefits otherwise payable under this Part.

We will not pay PIP benefits to or for:

1. Anyone who, at the time of the accident, was operating or occupying a motorcycle, any motor vehicle not subject to motor vehicle registration, or a motorized bicycle, including a moped.
2. Anyone who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (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.
3. Anyone who is entitled to benefits under any workers' compensation law for the same injury.

When you purchased this Part you were given the choice of either excluding yourself, or yourself and **household members**, from some or all of the PIP coverage. The portion of each claim you may have agreed not to be covered for is called a "deductible." You paid a smaller premium if you chose a deductible. In that case, we will only pay up to the difference between \$8,000 and the amount of your deductible. The deductible is shown on the Coverage Selections Page.

If anyone is entitled to PIP benefits and also to benefits under another Part of this policy, we will pay from this Part first.

We will not pay PIP benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a court judgment or settlement.

If anyone covered under this policy is also entitled to PIP benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most. In that case, each insurer will pay only its proportionate share. We will not pay benefits under this Part which duplicate payments made under the No-Fault coverage of any other auto policy.

**Part 3.
Bodily Injury
Caused By An
Uninsured Auto**

Sometimes an owner or operator of an auto legally responsible for an accident is uninsured. Some accidents involve unidentified hit-and-run autos. Under this Part, we will pay damages for bodily injury to people injured or killed in certain accidents caused by uninsured or hit-and-run autos. We will pay only if the injured person is legally entitled to recover from the owner or operator of the uninsured or hit-and-run auto. We will pay for hit-and-run accidents only if the owner or operator causing the accident cannot be identified.

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Compulsory Insurance (Continued)

Sometimes the company insuring the auto responsible for an accident will deny coverage or become insolvent. We consider such an auto to be uninsured for purposes of this Part. However, we do not consider an auto owned by a governmental unit which is self-insured, or by someone who is legally self-insured, to be an uninsured auto.

This Part is Compulsory. You must have limits of \$20,000 per person and \$40,000 per accident. However, you may want to buy more protection. If so, we must sell you limits up to \$35,000 per person and \$80,000 per accident, provided you have purchased at least these limits for Part 5. Higher limits may be purchased if agreed upon by you and by us.

We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any **household member** who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance with higher limits.
3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another **household member** providing uninsured auto insurance.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you, if struck by, or while **occupying**

an auto you own and which does not have Massachusetts compulsory auto insurance.

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 Massachusetts compulsory auto insurance.

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:

1. Anyone injured while **occupying your auto** while it 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.
2. Anyone injured while using an auto without the consent of the owner.
3. Anyone injured while an auto 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.

We will reduce the damages an injured person is entitled to recover by:

1. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damages for bodily injury.
2. The amount paid under a workers' compensation law or similar law.
3. Any expenses that are payable or would have been payable, except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy.

We will pay the balance of the damages up to the limits shown for this Part on your Coverage Selections Page.

The determination as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of the damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

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Compulsory Insurance (Continued)

If an injured person settles a claim as a result of an accident covered under this Part, we will pay that person only if the claim was settled with our consent. We will not be bound under this Part by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is shown on the Coverage Selections Page as the “per person” limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is shown on the Coverage Selections Page as the “per accident” limit. This is the most we will pay as the result of a single accident.

The limits of two or more autos or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this Part, regardless of the number of autos involved, persons covered, claims made, or premiums shown on the Coverage Selections Page.

We will not make payments under this Part which duplicate payments under the uninsured auto insurance of any other auto policy.

The Part will not benefit any insurer or self-insurer under a workers’ compensation law or any similar law.

Part 4. Damage to Someone Else’s Property

Under this Part, we will pay damages to someone else whose auto or other property is damaged in an accident. The damages we will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. We will pay only if you or a **household member** is legally responsible for the accident. We will also pay if someone else using **your auto** with your consent is legally responsible for the accident. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.

We will not pay for property damage which occurs:

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.
2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.
3. 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.

4. While a **household member**, other than your spouse, is using an auto which you or any **household member** owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.

5. While you or your spouse, if a **household member**, is using an auto which you or your spouse, if a **household member**, owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.

6. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.

7. When the property damage is caused by anyone using an auto without the consent of the owner.

The most we will pay for damage resulting from any one accident is shown on the Coverage Selections Page. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limit shown on the Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner's auto insurance.

Under this Part, we may have to pay for property damage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case we may be entitled to reimbursement from that person.

This Part is Compulsory. You must have limits of at least \$5,000. However, you may want to buy more protection. Higher limits may be purchased if agreed upon by you and by us. 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.

12 Optional Insurance

There are eight separate Parts to Optional Insurance. They are called Optional Insurance because they are not required by law. The amount of insurance and cost of any of these Parts you purchased is shown on the Coverage Selections Page.

With the exception of Towing and Labor (Part 11), we must sell you any or all of the Optional coverages you wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that we may refuse to sell Collision (Part 7) and Comprehensive (Part 9), or both, in certain specified instances.

Because two of the Optional coverages – Collision (Part 7) and Limited Collision (Part 8) – duplicate each other in many ways, you may buy one of them but not both. If you do not buy either one, you still have the right to sue people who damage **your auto** but we will not provide any assistance to you under this policy.

We will not pay under any of the Optional coverages:

1. If the accident happens 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.
2. For loss of or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, unless it has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. If the electronic equipment is permanently installed but not in locations used by the auto manufacturer, we will only pay up to \$1,000 for loss to such equipment.

Electronic Equipment includes but is not limited to:

- A. Radios and Stereos;
- B. Cassette and Compact Disc Systems;
- C. Navigation Systems, Internet Access Systems, and Personal Computers;
- D. Video Entertainment Systems, Telephones and Televisions;
- E. Two-way mobile radios, Scanners and Citizens Band Radios

Tapes, discs, cassettes, and other media are not covered.

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3. For loss of or damage to any custom furnishings or custom equipment in or upon any pick-up truck, van or similar vehicle. Custom furnishings or custom equipment include but are not limited to the following items: special carpeting and insulation, furniture, bars, television receivers, facilities for cooking and sleeping, height-extending roofs, custom murals, paintings or other decals or graphics.
 4. For loss or damage to equipment designed for the detection or avoidance of any law enforcement speed measuring device. This does not apply to electronic equipment designed solely for safety warning systems.
 5. For injury or damage that is intentionally caused by you, a **household member** or anyone else using **your auto** with your consent.

Part 5.
Optional Bodily
Injury to Others

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. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement.

This Part is similar to Compulsory Bodily Injury To Others (Part 1). Like the Compulsory Part, this Part pays for accidents involving **your auto** in Massachusetts. Also like the Compulsory Part, this Part does not pay for the benefit of anyone using an auto without the consent of the owner.

Unlike the Compulsory Part, this Part does provide coverage for injuries to guest occupants and for accidents occurring outside Massachusetts.

We will not pay:

1. For injuries to employees of the person using the auto who are injured in the course of employment.
2. For injuries resulting from an accident while a **household member**, other than your spouse, is using an auto which you or any **household member** owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
3. For injuries resulting from an accident while you or your spouse, if a **household member**, is using an auto which you or your spouse, if a **household member**, owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
4. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.

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Optional Insurance (Continued)

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.

If the accident occurs in any other state or in a Canadian province and you have purchased any coverage at all under this Part, your policy will automatically apply to that accident, as follows, if the state or province has:

1. A financial responsibility law or similar law requiring limits of liability for bodily injury or property damage higher than the limits you have purchased, your policy will provide the higher required limits.
2. A compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state or province, your policy will provide at least the required minimum amounts and types of coverage.

The limits shown for this Part on the Coverage Selections Page are the total limits you have under Compulsory Bodily Injury to Others (Part 1) and this Part. This means that the Compulsory limits are included within the limits shown on the Coverage Selections Page for this Part and are not in addition to them.

The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is shown on the Coverage Selections Page as the “per person” limit for the auto involved in that accident. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is shown on the Coverage Selections Page as the “per accident” limit for the auto involved in that accident. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner’s auto insurance must pay its limits before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limits shown on your Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner’s auto insurance.

Any payments we make to anyone or for anyone under Bodily Injury Caused By An Uninsured Auto (Part 3) will reduce the amount of damages that person is entitled to recover from anyone covered under this Part.

We will also pay up to \$250 for the cost of bail bonds required as a result of an accident covered under this Part including bail bonds for traffic law violations related to the accident.

We must sell you limits up to \$35,000 per person and \$80,000 per accident if you want to buy them. Higher limits may be purchased if agreed upon by you and by us. However, while an auto covered under this Part 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, the most we will pay is the required minimum limits.

Part 6. Medical Payments Under this Part, we will pay reasonable expenses for necessary medical and funeral services incurred as a result of an accident.

We will pay for expenses resulting from bodily injuries to anyone **occupying your auto** at the time of the accident. We will also pay for expenses resulting from bodily injuries to you or any **household member** if struck by an auto or if **occupying** someone else's auto at the time of the accident.

We will not pay for expenses resulting from injuries to:

1. Anyone injured while in a vehicle which had been placed off the public roads for use as a residence.
2. Anyone injured in the course of employment in selling, servicing, repairing or parking autos if that person is entitled to workers' compensation benefits.
3. Anyone employed by you or your spouse who is injured in the course of employment. This exception does not apply to any domestic employee who is not entitled to any workers' compensation benefits.
4. Anyone injured while **occupying** an auto without a reasonable belief that he or she had the consent of the owner to do so.
5. A **household member**, other than your spouse, while occupying or struck by an auto owned or regularly used by you or any **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.
6. You or your spouse, if a **household member**, while occupying or struck by an auto owned or regularly used by you or your spouse unless a premium for this Part is shown for that auto on the Coverage Selections Page.

We will not pay for expenses incurred more than two years after the date of the accident. We will not pay under this Part for any expenses that are payable, or would have been payable except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy.

The most we will pay for any one person as a result of any one accident is shown on the Coverage Selections Page. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

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Optional Insurance (Continued)

If someone covered under this Part is also entitled to Medical Payments coverage under another auto policy issued to you or any **household member**, we will pay only our proportionate share. If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's automobile Medical Payments insurance must pay its limit before we pay. Then, we will pay up to the limit shown on your Coverage Selections Page for any expenses not covered by that insurance.

We will not pay benefits under this Part which duplicate payments made under the Medical Payments coverage of any other auto policy.

We must sell you limits of \$5,000 per person if you want to buy them. Higher limits may be purchased if agreed upon by you and us. However, while an auto covered under this Part is being operated in a prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity, the most we will pay is the required minimum limits.

Part 7. Collision

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to physically repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. The most we will pay will be either the actual cash value of the auto or the cost to physically repair the auto, whichever is less. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part 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.

We will not pay for a **collision** loss for an accident which occurs while **your auto** is being operated by a **household member** who is not listed as an operator on

this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:

1. the **household member** would be classified as an inexperienced operator, or
2. more points would be assigned under a merit rating plan.

You must notify us within 60 days after a person who will operate **your auto** becomes a **household member**, if that person was not a **household member** on the effective date of your policy. In the same manner, you must notify us if a **household member**, who will operate **your auto**, becomes a licensed operator.

If we pay for the total loss of **your auto**, we will suspend the Collision Coverage for that auto until it passes a Motor Vehicle Inspection Test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

Part 8.

Limited Collision

Under this Part, we will pay in some situations for direct and accidental damage to **your auto** caused by a **collision**. We will also pay in these situations for damage to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to physically repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. The most we will pay will be either the actual cash value of the auto or the cost to physically repair the auto, whichever is less. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part 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.

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Optional Insurance (Continued)

We will not pay for a loss for an accident which occurs while **your auto** is being operated by a **household member** who is not listed as an operator of this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:

1. the **household member** would be classified as an inexperienced operator, or
2. more points would be assigned under a merit rating plan.

You must notify us within 60 days after a person who will operate **your auto** becomes a **household member** if that person was not a **household member** on the effective date of your policy. In the same manner, you must notify us if a **household member**, who will operate **your auto**, becomes a licensed operator.

The protection under this Part is not as broad as under Collision coverage but the premium is considerably less.

We only pay under this Part for multiple car accidents in which the driver of the auto we are covering was no more than 50% at fault. We will not pay if the owner of the other auto cannot be identified. After a claim under this Part we are required to determine whether the driver of the auto we are covering was more than 50% at fault. We will notify you of our determination.

As long as the driver of the auto covered under this Part was not more than 50% at fault, his or her percentage of fault will not affect the amount of our payment.

We will consider the driver of the auto covered under this Part to be no more than 50% at fault if:

1. That auto was legally parked when struck by another auto.
2. That auto was struck in the rear by another auto moving in the same direction.
3. The operator of the other auto was convicted of certain violations listed in Massachusetts law or any similar law of another state in which the accident occurs. However, we will not pay if the operator of the auto covered under this Part was also convicted of one of the same violations.
4. That driver is entitled to recover in court against an identified person for some reason other than those listed above.

If we pay for the total loss of **your auto**, we will suspend the Limited Collision Coverage for that auto until it passes a Motor Vehicle Inspection Test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

**Part 9.
Comprehensive**

Under this Part, we will pay for direct and accidental damage to or loss of **your auto** other than damage caused by **collision**. We will also pay for such damage or loss to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to physically repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of loss. The most we will pay will be either the actual cash value of the auto or the cost to physically repair the auto, whichever is less. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part. We will reimburse you for substitute transportation expenses if **your auto** is stolen.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page. Your deductible does not apply to glass breakage or substitute transportation expenses following a theft.

We will not pay for such damage or loss to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part 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. This Part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

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Optional Insurance (Continued)

We consider glass breakage when not involving other collision loss, and the following types of losses to be Comprehensive and not Collision losses: losses caused by vandalism, fire and theft, missiles, falling objects, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, riot or contact with a bird or animal.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time. After that, we will reimburse you up to \$15 a day to a maximum of \$450.

Your right to reimbursement stops on the day **your auto** is located or before that time if we pay you for the theft loss.

If you choose not to rent an auto, we will reimburse you up to the same amount for taxicab fares, bus fares and other transportation expenses. If **your auto** is found, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the auto and for repairs will not be more than the actual cash value of the auto.

If **your auto** is damaged by fire, you must report the loss to us and the fire department.

Massachusetts law requires that if we pay for the total loss of **your auto** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement auto unless it is made reasonably available for our inspection within two Registry of Motor Vehicles business days following the day you acquired it. We may also raise your deductible unless you install an approved anti-theft device in the replacement auto.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage or loss not covered by that insurance less the deductible amount you selected.

**Part 10.
Substitute
Transportation**

Under this Part, we will reimburse you in certain situations up to the limits shown on your Coverage Selections Page. We will reimburse you if **your auto** was in a **collision** and is being repaired or replaced. We will also reimburse you if **your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9).

We will not make any payments unless you lose the use of **your auto** for at least 24 hours.

We will pay only for a period of time which is reasonable for having **your auto** repaired or replaced.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time.

Under Comprehensive (Part 9) there is also substitute transportation coverage when **your auto** is stolen. If you purchase both Comprehensive and \$15/\$450 limits under this Part, Comprehensive will pay first until its coverage is no longer available. Then this Part will pay. If you purchase \$30/\$900 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$30 a day to a maximum of \$900. If you purchase \$45/\$1,350 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$45 a day to a maximum of \$1,350. If you purchase \$100/\$3,000 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$100 a day to a maximum of \$3,000.

The Coverage here will not duplicate any Comprehensive payments.

If you choose not to rent an auto, we will reimburse you up to the same amounts for taxicab fares, bus fares and other transportation expenses.

**Part 11.
Towing and Labor**

Under this Part, we will pay up to the limit shown on your Coverage Selections Page for towing and labor costs incurred each time **your auto** is disabled. We will pay only for labor done at the scene to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.

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Optional Insurance (Continued)

Part 12. Bodily Injury Caused By An Underinsured Auto

Sometimes an owner or operator of an auto legally responsible for an accident is underinsured. Under this Part, we will pay damages for bodily injury to people injured or killed as a result of certain accidents caused by someone who does not have enough insurance.

We will only pay if the injured person is legally entitled to recover from the owners or the operators of all underinsured autos. Such injured person has a claim under this Part when the limits for automobile bodily injury liability insurance covering the owners and operators of the legally responsible autos are:

1. Less than the limits shown for this Part on your Coverage Selections Page; and
2. Not sufficient to pay for the damages sustained by the injured person.

We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you, or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any **household member** who has a Massachusetts auto policy of his or her own or who is covered by a Massachusetts auto policy of another **household member** providing underinsured auto insurance with higher limits.
3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own or who is covered by a Massachusetts auto policy of another **household member** providing underinsured auto coverage.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more

policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay to or for:

1. You, while **occupying** an auto you own unless a premium charge is shown for that auto on your Coverage Selections Page.
 2. Anyone injured while **occupying your auto** while it 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.
 3. Anyone injured while using an auto without the consent of the owner.
 4. Anyone injured while an auto 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.
 5. Any **household member** if struck by, or while **occupying** an auto owned by that **household member** which does not have Massachusetts compulsory auto insurance.
-

We will reduce the damages an injured person is entitled to recover by:

1. The total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured autos.
2. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damages for bodily injury.
3. The amount paid under a workers' compensation law or similar law.
4. Any expenses that are payable or would have been payable, except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy.

If only one person sustains bodily injury, we will pay any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured autos and the "per person" limit shown for this Part on your Coverage Selections Page. This is the most we will pay for injuries to one or more persons as the result of bodily injury to any one person in any one accident.

Subject to the "per person" limit, if two or more people sustain bodily injury and are entitled to coverage under this Part, we will pay any unpaid damages up to the difference between the automobile bodily injury liability insurance "per accident" limit covering the legally responsible owners and operators and the "per accident" limit shown for this Part on your Coverage Selections Page. This is the

most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident.

The determination as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. However, in no event may a demand for arbitration constitute first

notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

If an injured person settles a claim as a result of an accident covered under this Part, we will pay that person only if the claim was settled with our consent. We will not be bound under this Part by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

The limits of two or more autos or policies shall not be added together, combined or stacked, to determine the limits of coverage available to anyone covered under this Part, regardless of the number of autos involved, persons covered, claims made, or premiums shown on the Coverage Selections Page.

We will not make payments under this Part which duplicate payments under the underinsured auto insurance of any other auto policy.

This Part will not benefit any insurer or self-insurer under a workers' compensation law or any similar law.

25 General Provisions and Exclusions

This section of the policy contains general provisions which, unless otherwise noted, apply to all your coverages. It also describes some situations in which policy benefits will not be paid.

1. Where You Are Covered

Compulsory Bodily Injury To Others (Part 1) only covers accidents in Massachusetts. All the other Parts provide coverage for accidents and losses which happen in the United States or Canada. We consider United States territories and possessions and Puerto Rico to be part of the United States. We will pay for accidents and losses which happen while **your auto** is being transported between ports of the United States and Canada. **Your auto** is not covered in any other country.

2. Our Duty To Defend You And Our Right To Settle

We have the right to defend any lawsuit brought against anyone covered under this policy for damages which might be payable under this policy. We also have a duty to defend any such lawsuit, even if it is without merit, but our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum limits of coverage under this policy. We may end our duty to defend at any time during the course of the lawsuit, by tendering, or paying the maximum limits of coverage under the policy, without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

3. Additional Costs We Will Pay

We will pay, in addition to the limits shown for Compulsory and Optional Bodily Injury To Others (Parts 1 and 5) and Damage to Someone Else's Property (Part 4):

A. Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits you selected in any suit we defend.

B. Interest that accrues after judgment is entered in any suit we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.

C. Up to \$40 a day for loss of earnings, but not for loss of other income, to any person covered under this policy who attends hearings or trials at our request.

D. Other reasonable expenses incurred at our request.

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General Provisions And Exclusions (Continued)

4. What Happens If You Die If you die, we will continue coverage for the period of this policy for:

- A. Your spouse, if a resident of your household at your death.
- B. Any legal representative to the extent he or she is responsible for maintenance or use of **your auto**.
- C. Any person having proper temporary custody of **your auto**.

5. Our Right To Be Repaid

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the costs of recovery, including reasonable attorney's fees. Any amount recovered, because of a payment we make under Part 3 or Part 12 of this policy shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Part 3 or Part 12. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorney's fees.

Sometimes you or someone else may recover money from the person legally responsible for an accident and also receive money from us for the same accident. If so, the amount we paid must be repaid to us to the extent that you or someone else recovers. If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Part 3 or Part 12 of this policy, we must be repaid for any amounts so paid but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

In either case we do not have to be repaid for any money we have paid under Medical Payments (Part 6).

6. When You Have More Than One Auto Policy With Us	You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies. However, claims made under Bodily Injury Caused By An Uninsured Auto (Part 3) and Bodily Injury Caused By An Underinsured Auto (Part 12) are treated differently. The difference is explained in the description of the coverage for that Part.
7. If You Go Bankrupt	Bankruptcy or insolvency of any person covered under this policy does not relieve us of any of our obligations under this policy.
8. We Do Not Pay For Nuclear Losses Or War Losses	We will not pay under Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) for any person who is an insured under a nuclear energy liability policy or who would be an insured under such a policy had it not already exhausted its limits. We will not pay under Medical Payments (Part 6), Collision, Limited Collision or Comprehensive (Parts 7, 8 and 9) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion or revolution or any act incident to any of these.
9. We Do Not Pay For Ordinary Wear Or Tear	We will not pay for damage to your auto which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.
10. If We Pay For A Total Loss	If we pay for the total loss of your auto , we have the right, if we so choose, to take title to that auto. We also have the right, if we so choose, to take any damaged part for which we pay.
11. Repair And Payment After A Collision or Loss; If We Disagree On The Amount of Damage (Parts 7, 8 and 9)	Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9), you must allow us to have the auto appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have your auto repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your auto available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of your auto if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have your auto repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

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General Provisions And Exclusions (Continued)

If we fail to pay you within 7 days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage plus costs and reasonable attorneys' fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have **your auto** repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of **your auto** and pay you that amount less your deductible. Our payment automatically reduces the actual cash value of **your auto** if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

Sometimes there may be a disagreement as to the amount of money we owe for losses or damage to an auto. If so, Massachusetts law provides for a method of settling the disagreement. Either you or we can, within 60 days after you file your proof of loss, demand in writing that appraisers be selected. The appraisers must then follow a procedure set by law to establish the amount of damage. Their decision will be binding on you and us. You and we must share the cost of the appraisal.

12. Sales Tax

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) we will pay, subject to your deductible, all sales taxes applicable to the loss of an auto or damage to an auto.

13. Secured Lenders

When your Coverage Selections Page shows that a lender has a secured interest in **your auto**, we will make payments under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) according to the legal interests of each party.

The secured lender's right of payment will not be invalidated by your acts or neglect except that we will not pay if the loss of or damage to **your auto** is the result of conversion, embezzlement, or secretion by you or any **household member**. Also, we will not pay the secured lender if the loss of or damage to **your auto** is the result of arson, theft or any other means of disposal committed by you or at your direction.

When we pay any secured lender we shall, to the extent of our payment have the right to exercise any of the secured lender's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the secured lender must do so within 30 days after the loss or damage becomes known to the secured lender.

	In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must be sent to the secured lender as provided in this policy.
14. No Benefits To Anyone In The Auto Business	Coverage under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) shall not in any way benefit any person or organization having possession of your auto for the purpose of servicing, repairing, parking, storing, or transporting it or for any similar purpose.
15. If Two Or More Autos Are Insured Under This Policy	Two or more autos may be insured under this policy. There may be different limits for each auto. If so, when someone covered under this policy is injured while a pedestrian or is using an auto other than your auto at the time of the accident, the most we will pay under any applicable Part is the highest limit shown for that Part for any one auto on your Coverage Selections Page.
16. Trailers	When a trailer is attached to an auto, we consider the auto and trailer together to be one auto in applying the limits shown on the Coverage Selections Page under Bodily Injury To Others, Damage To Someone Else's Property and Optional Bodily Injury To Others (Parts 1, 4 and 5).
17. Premiums For Extensions Or Renewals	The premium we will charge for any extension or renewal of this policy will be in accordance with our rates and rules in effect at the time of the effective date of the extension or renewal.
18. False Information	If you or someone on your behalf gives us false, deceptive, misleading or incomplete information in any application or policy change request and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under Part 3 and Part 4 of this policy.
19. Changes Which Affect Premium	If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges, including the description, ownership, type of usage and place of garaging of your auto and the household members and individuals who customarily operate your auto .
20. Pre-Insurance Inspection	Massachusetts law requires that we inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). The required inspection of your auto may

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General Provisions And Exclusions (Continued)

be deferred in some cases for ten calendar days (not including legal holidays and Sundays), following the effective date of coverage, or the date on which Form B was mailed, whichever is later.

If you do not have **your auto** inspected within the time allowed, coverage for that auto will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

Cancellation and Renewal

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Cancellation

Cancellation of this policy is something you should ordinarily have no reason to worry about.

You can cancel any of the Optional Insurance Parts at any time by giving us or your agent at least twenty days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can, of course, cancel all of the Compulsory Insurance Parts by giving us or your agent at least twenty days written notice.

We can cancel all of any part of this policy including your Compulsory Insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

We can cancel Collision (Part 7) and Comprehensive (Part 9) on a vehicle:

1. customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto related fraud, or auto theft, or
2. customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making claim under those coverages, or
3. customarily driven or owned by persons who have within the last three years, been convicted of any category of driving under the influence of alcohol or drugs, or
4. for which a salvage title has been issued by the Registrar of Motor Vehicles unless a new certificate of title has been issued in accordance with Massachusetts law, or
5. designated as a "high-theft vehicle" which does not have at least a minimum anti-theft or auto recovery device as prescribed by the Commissioner of Insurance.

We may also cancel:

1. Collision (Part 7) on a vehicle customarily driven by or owned by persons who, within three years preceding the effective date of this policy, have been involved in four or more at-fault auto accidents. An

32

Cancellation And Renewal (Continued)

at-fault is one in which you or any person who customarily drives **your auto** was more than 50% at fault; and

2. Comprehensive (Part 9) on a vehicle customarily driven by or owned by persons who have two or more total auto theft or fire insurance claims within the three years immediately preceding the effective date of this policy.

If the driver's license or auto registration of anyone residing in your household who usually operates **your auto** has been under suspension or revocation during the policy period, we may suspend coverage for that person under any of the Optional Insurance Parts of the policy. We may also reduce the limits available for that person under Bodily Injury Caused By An Uninsured Auto (Part 3), Damage To Someone Else's Property (Part 4) to the minimum limits we are required to sell.

We can cancel Towing And Labor (Part 11) for reasons other than those listed above if we do so within the first 90 days of the policy period. We can cancel, in the same manner, coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Automatic Termination

Massachusetts law provides that your policy automatically terminates and a Notice of Cancellation will not be sent to you when:

- 1.** You return the registration plates for **your auto** to the Registry of Motor Vehicles.
- 2.** You purchase a new policy with another company covering **your auto** and a new Certificate of Insurance is filed with the Registry of Motor Vehicles.
- 3.** You transfer title to **your auto**, and you do not register another auto. In this case, the policy will terminate 30 days from the date of transfer of title.

However, if more than one auto is described on the Coverage Selections Page, the termination of coverage applies only to the auto involved in any of the situations described above.

Legal Notice Requirement

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the

effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice.

In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must also be sent to the secured lender in a similar manner.

If we cancel this policy in its entirety, the cancellation is not effective unless we send the required notice to the Registry of Motor Vehicles.

If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table which compensates us for our expenses in servicing your policy.

No refund of premium will be sent to you upon cancellation of the policy until we receive a receipt showing that the registration plates assigned to the insured motor vehicle have been returned to the Registry of Motor Vehicles or other document showing that you have replaced the insurance required by law.

If you think that we have cancelled your policy illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Renewal

If we decide not to renew this policy or any of its Parts, we must mail our notice to your agent or to you at your last address shown on the Coverage Selections Page at least 45 days before your policy runs out. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

34 When There is An Accident Or Loss

First, Help Any Injured Person

Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the automobile from further damage or loss. We will pay for any reasonable expenses incurred in doing this.

Second, Notify The Police, Registry Or Fire Department

Under Massachusetts law, notice to the local or state police and the Registry of Motor Vehicles is required within 5 days if there is anyone injured in an accident, no matter how slight the injury, or if there is reason to believe that there has been over \$1,000 in total property damage.

Within 24 hours, notify both the police and us if **your auto** is stolen or if you have been involved in a hit-and-run accident. You must report a fire loss to the fire department. The notice to the police or the fire department must be on the form required by law.

Third, File The Claim With Us

We do not know about accidents or losses until you or someone else notifies us. We, or our agent, must be notified promptly of the accident or loss by you or someone on your behalf. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses. If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts.

If you are filing a claim for damage to **your auto**, you or someone on your behalf must file a proof of loss within 91 days after the accident.

Fourth, Cooperate With Us

After an accident or loss, you or anyone else covered under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. We must be sent copies of all legal documents in connection with the accident or loss.

We may also require you and any person seeking payment under any part of this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

If anyone makes a claim or seeks payment under Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Medical Payments, or Bodily Injury Caused By An Underinsured Auto (Parts 2, 3, 6 or 12), we have a right to require that person to be examined by doctors selected by us. If anyone seeks continuing payments under any of these Parts, we may also require additional examinations at reasonable intervals. We will pay for these examinations. We must also be authorized to obtain medical reports and other records pertinent to the claim.

Failure to cooperate with us may result in the denial of the claim.

**Remember: Defensive Driving
Can Save Your Life And Your
Money**

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-PCG-AE**

Amendatory Endorsement

With respect to the individual(s) and coverages indicated in the Schedule, the provisions of the policy apply unless modified by this endorsement.

This Amendatory Endorsement contains additional coverages which, unless otherwise noted, apply to all your coverages.

Our Agreement

We will pay for direct and accidental loss to **your auto** or any non-owned auto, including their equipment, minus any applicable deductible shown in the Declarations Page. If loss to more than one **your auto** or non-owned auto results from the same **collision**, only the highest applicable deductible will apply. We will pay for loss to **your auto** caused by:

1. Other than **collision** (Comprehensive – Part 9) only if the Declarations Page indicates that Other Than Collision (Comprehensive – Part 9) Coverage is provided for that auto.
2. **Collision** (Parts 7 and 8) only if the Declarations Page indicates that Collision (Parts 7 and 8) Coverage is provided for that auto.

If there is a loss to a non-owned auto, we will provide the broadest coverage applicable to any **your auto** shown in the Declarations Page.

ADDITIONAL COVERAGES

A. New Vehicle Replacement Coverage (Parts 7, 8 and 9)

In the event of a covered **total loss** within the first three years of a **new vehicle** being insured by us, we will pay, without application of a deductible, at your option:

1. The verifiable purchase price to replace the vehicle with a vehicle of the same model year, make, model and body style excluding any acquisition costs.
2. The cost of a new vehicle of the same make and same or similar model and body style with similar options (if available, this includes the hybrid/alternative fuel version of the vehicle even if not previously owned), excluding any acquisition costs; or
3. The Agreed Value as determined when the vehicle was initially added.

B. Transportation Expenses (Part 10)

We will pay, without application of a deductible, up to a maximum of \$12,500 for:

1. Temporary transportation expenses incurred by you for comparable transportation in the event of a loss to **your auto**.
2. Expenses which you become legally responsible for in the event of loss to a non-owned auto.

Subject to the provisions of Paragraphs 1 and 2, if the loss is caused by a total theft of **your auto** or a non-owned auto, we will pay only reasonable transportation expenses incurred from the time when either:

1. The police are notified of a total theft of **your auto** or non-owned auto; or
2. The auto is withdrawn from use due to any other covered loss; and

Our payment will be limited to that period of time reasonably required to repair or replace **your auto** or the non-owned auto.

C. Trip Interruption/Emergency Living Expenses (Part 10)

We will pay, without application of a deductible, up to a maximum of \$2,500 for reasonable trip interruption and emergency living expenses incurred by you as a result of a covered loss to your auto or non-owned auto. We will pay for such expenses if the loss is caused by one of the following:

1. Other than **collision** (Comprehensive – Part 9)
 2. **Collision** (Parts 7 and 8)
 3. Mechanical or electrical breakdown.
-

D. Roadside Coverage (Part 11)

We will pay, without application of a deductible, for emergency road service labor costs performed where the vehicle became disabled.

We will also pay reasonable delivery charges for gas, oil, tires or a battery, but we will not pay for the item itself.

We will pay for these costs each time **your auto** or any non-owned auto is disabled. This is limited to expenses incurred at the site where the vehicle became disabled.

E. Coverage For Personal Property

In the event of a covered **Collision** (Parts 7 and 8) or Other Than **Collision** (Comprehensive – Part 9), we will pay, without application of a deductible, for physical loss to personal property not otherwise excluded by this policy.

This coverage applies if you currently carry a policy issued by us, or one of our affiliated insurance companies, providing coverage for your home and contents and the covered property is:

1. Owned or used by you or any **household member** and
2. In your auto at the time of loss

Our limit of liability for the total of all losses to personal property as a result of any one occurrence shall be the lesser of \$2,500 or the amount necessary to replace the property with other property of like kind and quality.

You may file a claim for an item under either this policy, or the policy covering your home and contents, but if you file a claim under both policies you will not receive more than the value of the item, less any applicable deductibles.

We do not cover:

1. Articles separately described and specifically insured elsewhere in this policy or on any other insurance policy; or
 2. Watercraft, including their trailers, furnishings, equipment and outboard motors; or;
 3. Any motorized land vehicle; or
 4. Pets of any kind.
-

F. Pet Coverage

If a dog or cat owned by you or a **household member** is injured during a covered Other Than **Collision** (Comprehensive – Part 9) or **Collision** (Parts 7 and 8) loss, we will pay, without application of a deductible, up to \$1,000 for expenses related to the injury or death including the replacement of your pet.

Our limit of liability as a result of any one occurrence shall be the lesser of \$1,000 or the costs related to the injury or death of the pet including the replacement of the pet.

G. Vehicle And Home Alteration Coverage

If you or a **household member** suffer a dismemberment or paralysis as a result of a covered loss, we will pay up to \$2,500 for the following one-time expenses:

1. Alterations to your residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person;
2. Modifications to **your auto** that are necessary to make the vehicle accessible to and/or drivable by you, your spouse or a **household member**.

The modifications must be:

1. Recommended by a nationally-recognized organization providing support and assistance to wheelchair users;
2. Carried out by individuals experienced in such alterations and modifications; and
3. Within one year of the covered loss; and
4. In compliance with any applicable laws or requirements for approval by the appropriate government authorities.

H. Auto Identity Theft/Fraudulent Title Coverage

We will pay, without application of a deductible, for expenses incurred to establish ownership as a result of fraudulent and unlawful use of a vehicle identification number by other than an insured under this policy. We will also pay for the loss of the auto if the title is shown to be fraudulent, you did not know it was fraudulent and the auto is confiscated by a public authority.

Our limit of liability for this coverage as a result of any one occurrence shall be the lesser of:

1. The expenses incurred by you to establish ownership and clear the title; or
2. The Agreed Value of the auto.

I. Auto Loan/Lease Coverage

If there is a total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** less:

1. The amount paid under Part 7 Collision, Part 8 Limited Collision and/or Part 9 Comprehensive of the policy, and;
2. Any:
 - a. Overdue lease/loan payments at the time of loss;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
 - c. Security deposits not refunded by a lessor;
 - d. Cost for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

J. Coverage For Accidental Deployment Of An Airbag

We will pay, without application of a deductible, the cost to repair or replace an airbag passive restraint system that accidentally deploys when not caused by a collision (Parts 7 and 8) or other than collision (Comprehensive – Part 9) loss .

K. Auto lock Coverage

We will pay, without application of a deductible, for a loss of keys to **your auto** or non-owned auto which include:

1. The cost to duplicate or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the vehicle; or
3. The cost to re-key the vehicle locks when the keys are lost or stolen or the vehicle is stolen and then recovered.

L. Towing Coverage (Part 11)

In the event of a covered loss, we will pay, without a deductible, the cost to tow your vehicle to the repair facility of your choice within a 100 mile radius of where your auto became disabled. If the nearest facility authorized by the manufacturer to repair your auto is farther, we will pay the cost to transport it there.

M. Rented Auto Coverage (Part 5)

We cover any auto you or a family member rent for up to 90 days; or motor vehicle with less than four wheels you or a family member rent for up to 45 days. We cover damages an insured person is legally obligated to pay a rental company for bodily injury or property damage arising from the maintenance or use of a rented vehicle. The rental must take place anytime during the policy period. Damages must be caused by an occurrence unless stated otherwise or an exclusion applies. These payments do not increase the amount of liability coverage.

Limit of Liability – Agreed Value

A. Our limit of liability for loss will be the lesser of the:

1. Agreed Value stated in the Coverage Selections Page or, for a newly acquired auto, the lesser of the verifiable purchase price or the average retail value; or
2. Amount necessary to repair or replace the damaged or stolen parts with like kind and quality without application of depreciation.

However, the most we will pay for loss to any non-owned auto which is a trailer is \$1500.

We will reduce our payment by any amounts paid for previous loss to that vehicle if the prior damage has not been repaired.

B. Our payment for loss will be reduced by any applicable deductible shown in the Declarations Page except that no deductible will be applied in the event of a Total Loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

General Provisions and Exclusions

1. The **Where You Are Covered** Provision is amended to include the following additional coverage:

Limited Worldwide Coverage

If you rent, borrow, or lease an auto, purchase an auto, or temporarily relocate a covered auto outside the United States, its territories or possessions, Puerto Rico, or Canada, your coverage will apply to the operation or use of that vehicle by you or any **household member** provided all of the following criteria is met:

1. The required, as defined by the country or jurisdiction, insurance is purchased or provided for the vehicle being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy, up to the limit of your policy;
 2. The rental, lease or use of the non-owned auto is for a period of less than 90 days; and
 3. We are notified within 30 days of your purchase or relocation of your vehicle.
-

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – M-0047-S**

Antique Auto

Any coverage provided under Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) applies to the auto registered as an “Antique Auto” only if it is maintained solely for use in exhibitions, club activities, parades, and other functions of public interest and it is not used primarily to transport passengers or goods over any way.

If any coverage is provided under Bodily Injury Caused By An Uninsured Auto (Part 3), Damage to Someone Else’s Property (Part 4), Optional Bodily Injury to Others (Part 5), Medical Payments (Part 6), or Bodily Injury Caused By An Underinsured Auto (Part 12), the most we will pay are the limits we are required to sell if the auto registered as an “Antique Auto” is not maintained solely for use in exhibitions, club activities, parades, and other functions of public interest, or, if it is used primarily to transport passengers or goods over any way.

If Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) applies to the auto shown below, the most we will pay for each loss of, or damage to, the auto is either the Agreed Value of the auto at the time of the loss or damage, or the Limit shown below for that auto, whichever is less. However, in all cases we will subtract the Deductible Amount shown below.

Description of Antique Auto _____

Limit \$ _____

Deductible Amount \$ _____

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSMENT – M-0070-S**

**Coverage for Anyone Renting an Auto to You
Additional Insured – Lessor**

The coverage provided under:

1. Bodily Injury to Others (Part 1),
2. Personal Injury Protection (Part 2),
3. Bodily Injury Caused by an Uninsured Auto (Part 3) up to the Compulsory Limits,
4. Damage to Someone Else's Property (Part 4) up to the Compulsory Limit,

for the rented auto shown below also applies to any person shown below and to that person's agents or employees.

The coverage provided for:

1. Amounts over the compulsory limit for Damage to Someone Else's Property (Part 4),
2. Optional Bodily Injury to Others (Part 5),

for the rented auto shown below applies to the person renting an auto to you, as shown below, and to that person's agents or employees, only while the rented auto is being used by you or on your behalf.

If we cancel this policy, a notice of cancellation will be sent to the person shown below.

Complete only if information is not on Coverage Selections Page.

This policy provides Optional Coverage for:

- Collision (Part 7),
- Limited Collision (Part 8),
- Comprehensive (Part 9)

Name and Address of Person
Renting an Auto to You (Lessor):

Description of Rented Auto:

Name and Address of Owner:
(if different)

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-0037-S**

Coverage for Customized Vans and Pick-ups

We will pay for direct and accidental damage or loss to custom furnishings or custom equipment installed in or upon a pick-up or van described on the Coverage Selections Page and for which a premium charge is shown for Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9).

We will not pay for any antennas, other than an auto antenna, while located outside of the vehicle, or awnings, cabanas, or any equipment that creates additional living space.

The provisions of the policy that apply to Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) apply to this endorsement, except item three on page 13.

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-0041-S**

Excess Electronic Equipment Coverage

The most we will pay for loss to electronic equipment that reproduces, receives or transmits audio, visual or data signals that is permanently installed in the auto, in locations not used by the auto manufacturer for installation of such equipment, is increased from \$1,000 to the amount shown in this Schedule.

The provisions of the policy that apply to Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) apply to this endorsement. The policy deductible does not apply to any coverage provided by this endorsement.

We will pay only the agreed value of the described item and its related equipment at the time of loss, or the limit shown below, whichever is less.

Schedule

Coverage is provided where a Premium and Limit of Liability is shown for this coverage.

Description of Auto _____

Excess Electronic Equipment _____

Limit of Liability _____

Premium _____

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-0039-S**

\$100 Glass Deductible - Comprehensive

Under Comprehensive (Part 9), the provision which states that the deductible does not apply to glass breakage is replaced for any auto to which this endorsement applies as shown on the Coverage Selections Page, as follows:

We will pay for glass breakage, but in all cases we will subtract the deductible amount of \$100.

If you have glass breakage and other damage to your auto that is covered by your Comprehensive coverage (Part 9), this \$100 glass deductible applies in addition to the deductible you selected for your Comprehensive coverage (Part 9).

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – M-0002-S**

Guest Occupants Exclusion – Motorcycles

We will not pay under Optional Bodily Injury to Others (Part 5) for damages to guest occupants of a motorcycle operated by someone covered under this Part.

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – M-0103-S**

**Non-Renewal of Policy -
Motorcycles, Recreational Vehicles and Trailers**

On your application for insurance, you requested that we not renew your policy. Therefore, your policy will expire on the expiration date shown on the Coverage Selections Page and will not be renewed. In such a case, we are not required to mail our Legal Notice of Non-Renewal to your agent or to you.

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT - M-0106-S**

Operator Exclusion Form

It is agreed that the person named below will not operate the vehicle(s) described below, or any replacement thereof, under any circumstances whatsoever.

Excluded
Operator _____

Vehicle
Description _____

Vehicle
Description _____

I am aware that under the terms of my Massachusetts Automobile Insurance Policy, if I, or someone on my behalf, provide false, deceptive, misleading or incomplete information in any application or policy change request, and if such false, deceptive, misleading or incomplete information increases the company's risk of loss, the company may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed and the answers given for all listed operators. Payments under Parts 3 and 4 may also be limited to those amounts that the company is required to sell.

In addition, I am aware Massachusetts law requires that the company withhold payment of a Collision or Limited Collision loss if the insured auto is being operated by a household member who is not listed as an operator on my policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on my policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on my policy under the Merit Rating Plan.

Date

Policyholder's Signature

Date

Excluded Operator's Signature

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-0031-S**

**Other Optional Insurance
Combined Additional Coverage**

Under this endorsement, we will pay only for direct and accidental damage or loss to any auto to which this endorsement applies as shown below or on the Coverage Selections Page and caused by:

1. Windstorm, hail, earthquake, or explosion
2. Riot or civil commotion
3. The forced landing or falling of any aircraft or its parts or equipment
4. Flood or rising waters
5. Malicious mischief or vandalism
6. External discharge or leakage of water

We will not pay under this endorsement for damage or loss caused by rain, snow or sleet, whether or not wind-driven.

We will pay for each loss up to the agreed value of your auto at the time of loss, but in all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible does not apply in the case of glass breakage.

After a loss, you must allow us to have the auto appraised. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have your auto repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your auto available for reinspection within a reasonable period of time following repair, our payments automatically reduce the agreed value of your auto if you have further claims. If you later give us proof of proper repair, the agreed value will be increased.

If you choose not to accept payment under our direct payment plan, or we do not have such a plan, and you have your auto repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within seven days after receiving the form. If we fail to pay you within seven days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage, plus costs and reasonable attorney's fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have your auto repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the agreed value of your auto and pay you that amount less your deductible. Our payment automatically reduces the agreed value of your auto if you have further claims. If you later

MASSACHUSETTS ENDORSEMENT – MPY-0031-S

**Other Optional Insurance
Combined Additional Coverage (cont.)**

give us proof of proper repair, the agreed value will be increased. We have a right to inspect all repairs.

In any event, we will never pay more than what it would cost to repair or replace the damaged property.

Camper bodies are not covered under this endorsement unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If someone covered under this endorsement is using an auto he or she does not own at the time of loss, the owner's auto insurance pays up to its maximum limits before we pay. Then we will pay up to the limits shown below or on your Coverage Selections Page for any damages not covered by that insurance less the deductible amount selected.

All other provisions or parts of the policy which apply to Comprehensive (Part 9) also apply to the coverage under this endorsement.

[Your deductible is \$500 unless a different amount is shown below.]

Auto _____

Limit _____

Deductible _____

Premium _____

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-0028-S**

**Other Optional Insurance
Fire, Lightning, and Transportation**

Under this endorsement, we will pay only for direct and accidental damage or loss to any auto to which this endorsement applies as shown below or on the Coverage Selections Page and caused by:

1. Fire and lightning.
2. Smoke or smudge from the sudden and faulty operation of any fixed heating equipment where your auto is located.
3. The stranding, sinking, burning, collision, or derailment of any conveyance transporting your auto.

We will pay for each loss up to the agreed value of your auto at the time of loss, but in all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible does not apply in the case of glass breakage.

If your auto is damaged by fire, you must report the loss to us and the fire department.

After a loss, you must allow us to have the auto appraised. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have your auto repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your auto available for reinspection within a reasonable period of time following repair, our payments automatically reduce the agreed value of your auto if you have further claims. If you later give us proof of proper repair, the agreed value will be increased.

If you choose not to accept payment under our direct payment plan, or we do not have such a plan, and you have your auto repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within seven days after receiving the form. If we fail to pay you within seven days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage, plus costs and reasonable attorney's fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have your auto repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the agreed value of your auto and pay you that amount less your deductible. Our payment automatically reduces the agreed value of your auto if you have further claims. If you later give us proof of proper repair, the agreed value will be increased. We have a right to inspect all repairs.

MASSACHUSETTS ENDORSEMENT – MPY-0028-S

**Other Optional Insurance
Fire, Lightning, and Transportation (cont.)**

In any event, we will never pay more than what it would cost to repair or replace the damaged property.

Camper bodies are not covered under this endorsement unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If someone covered under this endorsement is using an auto he or she does not own at the time of loss, the owner's auto insurance pays up to its maximum limits before we pay. Then we will pay up to the limits shown below or on your Coverage Selections Page for any damages not covered by that insurance less the deductible amount selected.

All other provisions or parts of the policy which apply to Comprehensive (Part 9) also apply to the coverage under this endorsement.

[Your deductible is \$500 unless a different amount is shown below.]

Auto _____

Limit _____

Deductible _____

Premium _____

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-0029-S**

**Other Optional Insurance
Theft**

Under this endorsement, we will pay only for direct and accidental damage or loss to any auto to which this endorsement applies as shown below or on the Coverage Selections Page and caused by:

1. Theft
2. Larceny

We will pay for each loss up to the agreed value of your auto at the time of loss, but in all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible does not apply in the case of glass breakage or car rental following a theft.

If your auto is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time. After that, we will reimburse you up to \$15 a day to a maximum of \$450.

Your right to reimbursement stops on the day your auto is located or before that time if we pay you for the theft loss.

If you choose not to rent an auto, we will reimburse you up to the same amounts for taxicab fares, bus fares, and other transportation expenses.

If your stolen auto is found, we will pay the cost of transporting it to your last address shown in the policy. However, our total payment for transporting the auto and for repairs will not be more than the agreed value of the auto.

After a loss, you must allow us to have the auto appraised. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have your auto repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your auto available for reinspection within a reasonable period of time following repair, our payments automatically reduce the agreed value of your auto if you have further claims. If you later give us proof of proper repair, the agreed value will be increased.

If you choose not to accept payment under our direct payment plan, or we do not have such a plan, and you have your auto repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within seven days after receiving the form. If we fail to pay you within seven days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time,

MASSACHUSETTS ENDORSEMENT – MPY-0029-S

**Other Optional Insurance
Theft (cont.)**

you are entitled to double the amount of damage, plus costs and reasonable attorney's fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have your auto repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the agreed value of your auto and pay you that amount less your deductible. Our payment automatically reduces the agreed value of your auto if you have further claims. If you later give us proof of proper repair, the agreed value will be increased. We have a right to inspect all repairs.

In any event, we will never pay more than what it would cost to repair or replace the damaged property.

Camper bodies are not covered under this endorsement unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If someone covered under this endorsement is using an auto he or she does not own at the time of loss, the owner's auto insurance pays up to its maximum limits before we pay. Then we will pay up to the limits shown below or on your Coverage Selections Page for any damages not covered by that insurance less the deductible amount selected.

All other provisions or parts of the policy which apply to Comprehensive (Part 9) also apply to the coverage under this endorsement.

[Your deductible is \$500 unless a different amount is shown below.]

Auto _____

Limit _____

Deductible _____

Premium _____

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY – 0040-S**

Original Equipment Manufacturer Parts Coverage

This endorsement applies to any auto shown below or on the Coverage Selections Page and for which a premium charge is added for Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9).

We will pay the amount necessary to replace any damaged crash part which cannot be repaired with a part manufactured or licensed by the original equipment manufacturer due to the direct and accidental damage to any auto to which this endorsement applies.

A crash part, as used in this endorsement, means a motor vehicle part of sheet metal or plastic that constitutes the visible exterior of the vehicle, including inner and outer panels. It does not include glass or a mechanical part.

With respect to coverage provided by this endorsement, the provisions of the Policy apply unless expressly modified by the endorsement.

Description of Auto _____

Premium _____

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-0032-S**

Suspension of Coverage and Reduction of Limits

If the driver's license or auto registration for you or anyone residing in your household who usually operates your auto has been under suspension or revocation during the policy period, or the driver's license is not valid, the coverage provided under any of the Optional Insurance Parts of the policy which you have purchased, is suspended while that person is operating any auto.

We are also reducing the limits available for that person under Bodily Injury Caused By An Uninsured Auto (Part 3) and Damage to Someone Else's Property (Part 4) to the minimum limits we are required to sell.

This endorsement is effective _____.

This endorsement will remain in effect while the person's driver's license or auto registration is under suspension or revocation, or the driver's license is not valid.

NAME of individual whose driver's license or auto registration is
under suspension or revocation, or who does not have a valid license

(Policyholder's Signature)

(Date)

[The company has the option of obtaining the signature of the policyholder on this endorsement or sending this endorsement at least 20 days prior to the effective date of the suspension of coverage.]

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – M-0004-S**

Transportation of Fellow Employees, Students or Others

The coverage provided under Bodily Injury to Others (Part 1) also applies to bodily injuries sustained by any person as a result of an accident while that person is a passenger in your auto if you or anyone operating your auto is at the time of the accident:

- A. Going to or from work and also carrying someone else to or from work for a fee, or
- B. Going to or from a school or place of school activity and also carrying someone else to or from a school or a place of school activity for a fee.

The coverage provided under Damage to Someone Else's Property (Part 4), Optional Bodily Injury to Others (Part 5), and Medical Payments (Part 6) also applies to bodily injuries and property damage resulting from an accident involving an auto you or a household member is operating, or involving your auto operated by anyone while:

- A. Going to or from work and also carrying someone else to or from work for a fee, or
- B. Going to or from a school or place of school activity and also carrying someone else to or from a school or a place of school activity for a fee.

We will not pay under this endorsement for bodily injury or property damage sustained while:

- A. The auto is rented or used as a public or private livery, or
- B. Using any auto that seats more than nine persons and has a taximeter.

All of the provisions of the policy not changed by this endorsement apply to the coverage provided by this endorsement.

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – M-0051-S**

Use of Other Autos – Vehicles Furnished or Available For Regular Use

With respect to the individual(s) and coverages indicated in the Schedule, the provisions of the policy apply unless modified by this endorsement.

1. Any coverage provided under Damage to Someone Else's Property, Optional Bodily Injury to Others, Medical Payments, Collision, Limited Collision, and Comprehensive (Parts 4, 5, 6, 7, 8, and 9) also applies to any vehicle which is furnished or available for the regular use of the named individual on the schedule.
2. We will not pay under this endorsement if:
 - a. The auto is:
 1. owned by you or any household member, or
 2. a temporary substitute for an auto owned by you or a household member.
 - b. The auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos.
 - c. The auto is being used in the business or occupation of the named individual unless the auto is being operated or occupied by named individual, private chauffeur or domestic employee.
3. Under Damage to Someone Else's Property (Part 4) and Optional Bodily Injury to Others (Part 5), the following are not covered:
 - a. The Commonwealth of Massachusetts and any of its agencies and authorities.
 - b. The United States of America and any of its agencies.
 - c. Any person while using an auto in the course of his employment by the United States government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the accident has been reported to the United States or the Attorney General.
4. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner's auto insurance pays up to its limits before we pay.

Use of Other Automobiles – Vehicles Furnished or Available For Regular Use (cont.)

5. The coverage purchased for the named individual is shown in the schedule. If no premium charge is shown, the coverage does not apply.

Unless otherwise indicated below, Use of Other Autos coverage is applicable only to the individual named in the Schedule or in the Coverage Selections Page.

Name of Individual: _____

If indicated below, Use of Other Autos coverage applies to:

Named Individual and Household Members.

Schedule

Coverages	Premium
Part 4	_____
Part 5	_____
Part 6	_____
Part 7	_____
Part 8	_____
Part 9	_____

Limits of Liability:

Comprehensive – Agreed Value less \$_____ deductible

Collision – Agreed Value less \$_____ deductible

Limited Collision – Agreed Value less \$_____ deductible

[Ed. 04-08]

**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – MPY-0016-S**

Waiver of Deductible

The deductible amount shown on the Coverage Selections Page for Collision (Part 7) does not apply to any auto to which this endorsement applies as shown on the Coverage Selections Page if:

1. The auto was legally parked when struck by another auto owned by an identified person.
2. The auto was struck in the rear by another auto moving in the same direction and owned by an identified person.
3. The operator of the other auto was convicted of any of the following violations:
 - a. Operating under the influence of alcohol, marijuana, or a narcotic drug.
 - b. Driving the wrong way on a one-way street.
 - c. Operating at an excessive rate of speed.
 - d. Any similar violation of any similar law of another state in which the accident occurs.

However, we will not pay if the operator of the auto covered under this Part was also convicted of one of the above violations.

4. You are entitled to recover in court against an identified person for some reason other than those listed above.

Description of Auto _____

Premium _____

[Ed. 04-08]

COVERAGE SELECTIONS PAGE

This page and any attached endorsements form a part of your policy

This policy is Issued By:
ITEM 1. This policy is Issued To:

Massachusetts Personal Automobile
 Policy Number
 [Producer]

ITEM 2. This policy is effective from:

To:

(12:01 A.M. Eastern Standard Time)

ITEM 3. Description of your Auto:

AUTO	AUTO
------	------

ITEM 4. This policy provides only the coverages for which a premium charge is shown.

COVERAGES, Parts 1-12	AUTO			AUTO		
COMPULSORY INSURANCE	LIMITS	DEDUCTIBLE	PREMIUM	LIMITS	DEDUCTIBLE	PREMIUM
1. Bodily Injury To Others	\$ 20,000 per person \$ 40,000 per accident	NONE	\$	\$20,000 per person \$40,000 per accident	NONE	\$
2. Personal Injury Protection	\$ 8,000 per person	\$ <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$	\$ 8,000 per person	\$ <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$
3. Bodily Injury Caused By An Uninsured Auto <small>(Compulsory Limits \$20,000/\$40,000)</small>	\$ per person \$ per accident	NONE	\$	\$ per person \$ per accident	NONE	\$
4. Damage To Someone Else's Property <small>(Compulsory Limit \$5,000)</small>	\$ per accident	NONE	\$	\$ per accident	NONE	\$

OPTIONAL INSURANCE						
5. Optional Bodily Injury To Others	\$ per person \$ per accident	NONE	\$	\$ per person \$ per accident	NONE	\$
6. Medical Payments	\$ per person	NONE	\$	\$ per person	NONE	\$
7. Collision	Agreed Value	\$	\$	Agreed Value	\$	\$
8. Limited Collision	Agreed Value	\$	\$	Agreed Value	\$	\$
9. Comprehensive	Agreed Value	\$	\$	Agreed Value	\$	\$
10. Substitute Transportation	Up to \$ a day, maximum \$	NONE	\$	Up to \$ day, maximum \$ a	NONE	\$
11. Towing and Labor	Up to \$ For each disablement	NONE	\$	Up to \$ for each disablement	NONE	\$
12. Bodily Injury Caused By An Underinsured Auto	\$ per person \$ per accident	NONE	\$	\$ per person \$ per accident	NONE	\$

MERIT RATING PLAN	CREDIT	\$	CREDIT	\$
	PREMIUM	\$	PREMIUM	\$
Identification Numbers of Endorsements Forming a Part of This Policy				TOTAL PREMIUM
				\$

ITEM 5. Place of Principal Garaging	ITEM 6. Secured Lender/Lessor - Additional Insured, if Rented Auto
AUTO	
AUTO	

Driver Information:

Oper No.	Operator Name	Date of Birth	License Number	Lic. State	Date First Licensed if Less Than 6 Yrs		Driver Training Yes/No	% Use		Operator Status: O - Occasional P - Principal E - Excluded D - Deferred	
					Auto	Motor cycle		Auto 1	Auto 2	Auto 1	Auto2

REFER TO OTHER SIDE FOR ADDITIONAL INFORMATION

Check carefully that all operators of your auto(s) are shown. Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

NOTICE: You must notify us of changes that have occurred prior to the renewal of this policy and during the policy period. It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone else on your behalf has knowingly given us false, deceptive, misleading or incomplete information and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy. Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of all household members and customary operators required to be listed and the answers given above for all listed operators. We may also limit our payments under Part 3 and Part 4. Check to make certain that you have correctly listed all operators and the completeness of their previous driving records. The Merit Rating Board may verify the accuracy of the previous driving records of all listed operators.

We will not pay for a collision or limited collision loss for an accident which occurs while your auto is being operated by a household member who is not listed as an operator on your policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the merit rating plan.

DISCOUNTS:

Several discounts are available and your premium has been reduced if one or more of the following categories is indicated in Item 4. If a listed operator purchased a monthly public transit commuter pass for 11 of the 12 months preceding the effective date of the policy you may be entitled to the public transit commuter discount. Contact your agent or company representative for further details.

	Age 65 and Older	Air Bag/ Automatic Seatbelts	Annual Mileage		Anti-Theft Device/ Vehicle Recovery System	Multi-Car Discount
			0-5000	5001-7500		
Coverage	All	Parts 2, 3, 6, and 12	Parts 1-8 and 12	Parts 1-8 and 12	Part 9	Parts 1, 2, 4, 5, 7, 8 and 9
Discount Available	25%	25%	10%	5%	5-36% Depending on the category of device	5%

PART 5 - OPTIONAL BODILY INJURY TO OTHERS

The limits shown for this Part are the total limits you have under Compulsory Bodily Injury to Others (Part 1) and this Part. This means that the Compulsory limits are included within the limits shown for this Part and are not in addition to them.

PART 12 - BODILY INJURY CAUSED BY AN UNDERINSURED AUTO

The limits shown for this Part are subject to adjustment. We will only pay for any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the owner and operator of the underinsured auto and the limits shown for this Part.

Countersigned by: _____

AUTOMOBILE POLICY

COVERAGE IS PROVIDED BY:

AIG CASUALTY COMPANY

(A stock insurance company, herein called the Company)



A Member of American International Group, Inc.

*The Policy, together with the Coverage Selections Page and endorsements,
if any, complete the policy.*

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In witness whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.

AIG CASUALTY COMPANY



Secretary



President

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**AIG CASUALTY COMPANY
MASSACHUSETTS ENDORSEMENT – M-0052-S**

**Use of Other Autos – Vehicles Furnished or Available
For Use as Public or Livery Conveyances**

With respect to the individual(s) and coverages indicated in the Schedule, the provisions of the policy apply unless modified by this endorsement.

1. Any coverage provided under Damage to Someone Else's Property (Part 4), Optional Bodily Injury to Others (Part 5), Medical Payments (Part 6), Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) also applies to any vehicle which is furnished or available for the use of the named individual on the schedule as a public or livery conveyance.
2. We will not pay under this endorsement if:
 - a. The auto is:
 1. owned by you or any household member, or
 2. a temporary substitute for an auto owned by you or a household member.
 - b. The auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos.
 - c. The auto is being used in the business or occupation of the named individual unless the auto is being operated or occupied by named individual, private chauffeur or domestic employee.
3. Under Damage to Someone Else's Property (Part 4) and Optional Bodily Injury to Others (Part 5), the following are not covered:
 - a. The Commonwealth of Massachusetts and any of its agencies and authorities.
 - b. The United States of America and any of its agencies.
 - c. Any person while using an auto in the course of his employment by the United States government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the accident has been reported to the United States or the Attorney General.
4. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner's auto insurance pays up to its limits before we pay.

Use of Other Automobiles – Vehicles Furnished or Available For Use as Public Or Livery Conveyances (cont.)

5. The coverage purchased for the named individual is shown in the schedule. If no premium charge is shown, the coverage does not apply.

Schedule

Unless otherwise indicated below , Use of Other Autos coverage is applicable only to the individual named in the Schedule or in the Coverage Selections Page.

Name of Individual: _____

If indicated below, Use of Other Autos coverage applies to:

Named Individual and Household Members.

Coverages	Premium
Part 4	_____
Part 5	_____
Part 6	_____
Part 7	_____
Part 8	_____
Part 9	_____

Limits of Liability:

Comprehensive – Agreed Value less \$_____ deductible

Collision – Agreed Value less \$_____ deductible

Limited Collision – Agreed Value less \$_____ deductible

[Ed. 04-08]

APPLICATION FOR MASSACHUSETTS MOTOR VEHICLE INSURANCE

PRODUCER CODE:		APPLICANT'S NAME, RESIDENTIAL ADDRESS AND ZIP		PHONE:
BINDER/POLICY #:		MAIL ADDRESS (IF DIFFERENT)		
EFFECTIVE DATE	EXPIRATION DATE			
[COMPANY USE]		DIRECT BILL AGENCY BILL	PAYMENT PLAN	DEPOSIT PREMIUM \$

COVERAGE INFORMATION: Massachusetts Law requires that if a company elects to provide Compulsory Insurance Coverage (Parts 1,2,3,4), it must also offer the following Optional Coverages: Optional Bodily Injury to Others, Bodily Injury Caused by An Uninsured Auto, Bodily Injury Caused by An Underinsured Auto at limits up to \$35,000 each person, \$80,000 each accident, Medical Payments Coverage up to \$5,000, Collision, Limited Collision, Comprehensive and Substitute Transportation. However, Part 7, Collision, Part 8, Limited Collision, and Part 9, Comprehensive coverages may be refused or cancelled in certain situations as provided for in the law. Part 11, Towing and Labor Coverage is available at the option of the Company.

COVERAGES PARTS 1 - 12	AUTO 1			AUTO 2		
	LIMITS/DEDUCTIBLE		PREMIUM	LIMITS/DEDUCTIBLE		PREMIUM
1. BODILY INJURY TO OTHERS	\$20,000 PER PERSON/\$40,000 PER ACCIDENT		\$	\$20,000 PER PERSON/\$40,000 PER ACCIDENT		\$
2. PERSONAL INJURY PROTECTION	\$8,000 PER PERSON	<input type="checkbox"/> YOURSELF	\$	\$8,000 PER PERSON	<input type="checkbox"/> YOURSELF	\$
	\$ DED	<input type="checkbox"/> YOURSELF & HOUSEHOLD MEMBERS	\$	\$ DED	<input type="checkbox"/> YOURSELF & HOUSEHOLD MEMBERS	\$
3. BODILY INJURY CAUSED BY AN UNINSURED AUTO (COMPULSORY LIMITS \$20,000/\$40,000)	PER PERSON		\$	PER PERSON		\$
4. DAMAGE TO SOMEONE ELSE'S PROPERTY (COMPULSORY LIMIT \$5,000)	PER ACCIDENT		\$	PER ACCIDENT		\$
OPTIONAL INSURANCE						
5. OPTIONAL BODILY INJURY TO OTHERS	PER PERSON		\$	PER PERSON		\$
	PER ACCIDENT		\$	PER ACCIDENT		\$
6. MEDICAL PAYMENTS	PER PERSON		\$	PER PERSON		\$
7. COLLISION ACV	WAIVER OF DEDUCTIBLE	\$ DED	\$	WAIVER OF DEDUCTIBLE	\$ DED	\$
8. LIMITED COLLISION ACV		\$ DED	\$		\$ DED	\$
9. COMPREHENSIVE ACV	\$100 GLASS DEDUCTIBLE	\$ DED	\$	\$100 GLASS DEDUCTIBLE	\$ DED	\$
10. SUBSTITUTE TRANSPORTATION	UP TO \$	A DAY, MAXIMUM	\$	UP TO \$	A DAY, MAXIMUM	\$
11. TOWING AND LABOR	UP TO \$	FOR EACH DISABLEMENT	\$	UP TO \$	FOR EACH DISABLEMENT	\$
12. BODILY INJURY CAUSED BY AN UNDERINSURED AUTO	PER PERSON		\$	PER PERSON		\$
	PER ACCIDENT		\$	PER ACCIDENT		\$
MERIT RATING PLAN	PREMIUM ADJUSTMENT		\$	PREMIUM ADJUSTMENT		\$
GUEST OCCUPANT EXCLUSION FOR MOTORCYCLE	PREMIUM		\$	PREMIUM*		\$
TOTAL PREMIUM						\$

VEHICLE INFORMATION	PLACE OF PRINCIPAL GARAGING - AUTO 1: STREET ADDRESS, CITY OR TOWN ZIP CODE	AUTO 2:
----------------------------	--	---------

#	YEAR	MAKE, MODEL AND, IF MOTORCYCLE, C.C.	VEHICLE IDENTIFICATION NUMBER	GROSS VEHICLE WEIGHT RATING FOR VAN OR PICK-UP	REGISTRATION PLATE NUMBER	DATE OF PURCHASE	VEHICLE COST NEW OR MOTORCYCLE AVERAGE RETAIL VALUE	MILES AUTO WAS DRIVEN IN PAST 12 MOS	ODOMETER READING
1									
2									

#	AIR BAG/PASSIVE SEAT BELT (YES/NO)	ANTI- THEFT (YES/NO)	VEHICLE RECOVERY SYSTEM (YES/NO)	LEASED AUTO (YES/NO)	SECURED LENDER AND/OR LESSOR (Please include name and address)
1					
2					

NOTICE: Evidence of installation of an anti-theft device or a vehicle recovery system is required to receive a discount for Part 9, Comprehensive. If your auto is not equipped with an anti-theft device or a vehicle recovery system and your auto is on the High-Theft Vehicle List furnished with this application, you may be charged an Extra-Risk rate for Part 9, Comprehensive.

DRIVER INFORMATION **Furnish information for the applicant and each individual who customarily operates the auto(s) whether or not a Household Member.** Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

OPERATOR NAME	DATE OF BIRTH	CURRENT DRIVER'S LICENSE # /LICENSED STATE <small>If licensed in another state or country within the last 6 years, also indicate that state or country and the license number.</small>	MERIT RATING POINTS	DATE FIRST LICENSED			DRIVER TRAINING YES / NO	% OF USE			
				MASS	OTHER	MOTOR CYCLE		AUTO 1	AUTO 2	AUTO 3	AUTO 4
1											
2											
3											
4											

NOTICE It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone else on your behalf knowingly gives us false, deceptive, misleading or incomplete information in this application and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy.

Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of all household members and customary operators required to be listed and the answers given above for all listed operators. You must notify us of changes that have occurred prior to the renewal of this policy and during the policy period. We may also limit our payments under Part 3 and Part 4.

We will not pay for a collision or limited collision loss for an accident which occurs while your auto is being operated by a household member who is not listed as an operator on your policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the Merit Rating Plan.

PLEASE CONTINUE AND COMPLETE INFORMATION ON REVERSE

DRIVER INFORMATION (CONTINUED) Explain all "Yes" responses in the REMARKS Section. During the last six years have you or any listed operator:

	YES	NO		YES	NO
A. BEEN INVOLVED IN ANY MOTOR VEHICLE ACCIDENT OR BEEN FOUND GUILTY OF ANY MOVING VIOLATION?			D. BEEN CONVICTED OF VEHICULAR HOMICIDE, AUTO RELATED FRAUD, AUTO THEFT, OR DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS?		
B. BEEN ASSIGNED TO AN ALCOHOL EDUCATION PROGRAM?			E. RECEIVED PAYMENT FROM AN INSURANCE COMPANY FOR ANY COMPREHENSIVE CLAIM?		
C. HAD TWO OR MORE TOTAL FIRE OR TOTAL THEFT CLAIMS ?			F. HAD YOUR LICENSE REVOKED OR SUSPENDED?		

LICENSE INFORMATION Once you or the principal operator listed on this application become a resident of Massachusetts, you or the principal operator must obtain a Massachusetts driver's license. A resident of another state may drive in Massachusetts with a currently valid license issued by the individual's state of residence. A visitor from another country who is at least 18 years old and has a valid license issued by a country accepted by the Registrar of Motor Vehicles (in accordance with the 1949 Road Traffic Convention or the 1943 Inter-American Automotive Traffic Convention) may legally drive in Massachusetts for up to one year from the date of arrival in the United States. The failure by you or the principal operator to be properly licensed to operate a motor vehicle in Massachusetts may result in the non-renewal of the automobile insurance policy. For information about the Massachusetts requirements for driver's licenses, please consult the Registry of Motor Vehicle's website at www.mass.gov/rmv.

MERIT RATING INFORMATION If in the last six years any listed operator had a driver's license in the United States or certain countries whose records are electronically available, we will obtain that official driving record(s) which will be used in assigning merit rating points.

GENERAL INFORMATION Explain all "Yes" responses in the REMARKS Section; on Questions 3 - 8 include the auto number.

	YES	NO		YES	NO
1. DO YOU PRESENTLY OWE ANY MOTOR VEHICLE PREMIUM, PAYABLE IN THE LAST TWELVE MONTHS?			5. IS ANY AUTO USED TO TRANSPORT (To or From Work or School): A. FELLOW EMPLOYEES, PASSENGERS OR STUDENTS, FOR A FEE? B. PERSONS EMPLOYED BY YOU?		
2. HAS YOUR AUTOMOBILE INSURANCE POLICY BEEN CANCELED OR NON-RENEWED FOR ANY REASON IN THE LAST THREE YEARS?			6. IS ANY VAN OR PICK-UP EQUIPPED WITH CUSTOM FURNISHINGS OR CUSTOM EQUIPMENT? (If Yes, You May Wish to Purchase Additional Coverage.)		
3. ARE ANY LISTED OPERATORS INCLUDED ON ANOTHER POLICY OR DO THEY HAVE THEIR OWN MASSACHUSETTS PERSONAL AUTOMOBILE POLICY? (LIST OPERATOR #, INSURANCE COMPANY, AND POLICY#)			7. IS ANY AUTO EQUIPPED WITH ELECTRONIC EQUIPMENT PERMANENTLY INSTALLED BUT NOT IN LOCATIONS USED BY THE AUTO MANUFACTURER FOR SUCH EQUIPMENT? (If You Wish to Purchase Coverage For these Items, list Make, Model, Serial #, Amount of Ins. for Items).		
4. IF A VEHICLE IS A MOTORCYCLE, HAS THE PRINCIPAL OPERATOR COMPLETED AN APPROVED MOTORCYCLE RIDER TRAINING PROGRAM? (ATTACH COPY OF CERTIFICATE OR OTHER EVIDENCE OF COMPLETION)			8. IS ANY AUTO USED IN BUSINESS? (Type of Business) A. IF VAN/PICK-UP, IS IT USED TO DELIVER/TRANSPORT GOODS? B. IS GROSS VEHICLE WEIGHT 10,000 POUNDS OR MORE?		

9. IF ANY AUTO(S) TO BE INSURED IS TITLED WITH A SALVAGE TITLE ISSUED BY THE MASS REGISTRY OF MOTOR VEHICLES, PLEASE INDICATE. (Salvage Title Vehicles Are Not Eligible for Coverage Parts 7, 8, or 9)		ATTACHMENTS	
AUTO 1 _____	AUTO 2 _____	<input type="checkbox"/>	ANTI-THEFT DEVICE CERTIFICATE
		<input type="checkbox"/>	APPRAISAL
		<input type="checkbox"/>	APPROVED DRIVER TRAINING CERTIFICATE
		<input type="checkbox"/>	APPROVED MOTORCYCLE RIDER TRAINING CERTIFICATE.
		<input type="checkbox"/>	CUSTOMIZED EQUIPMENT EVIDENCE
		<input type="checkbox"/>	OPERATOR EXCLUSION FORM
		<input type="checkbox"/>	OUT-OF-STATE DRIVER RECORD
		<input type="checkbox"/>	PRE-INSURANCE FORM
		<input type="checkbox"/>	VEHICLE RECOVERY SYSTEM CERTIFICATE

REMARKS IF ADDITIONAL SPACE IS REQUIRED, ATTACH ADDITIONAL SHEET(S) OF PAPER.

FAIR CREDIT REPORTING ACT: In connection with your application for insurance and as part of our normal underwriting procedure, an investigative consumer report may be obtained, including, if applicable, information as to character, general reputation, personal characteristics and mode of living. This information is obtained through personal interviews with your friends, neighbors and associates. Upon written request, received within a reasonable time, additional detailed information concerning the nature and scope of this investigation will be provided.

DECLARATIONS AND SIGNATURES

I DECLARE THAT ALL THE STATEMENTS CONTAINED IN THIS APPLICATION ARE COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE AS OF THIS DATE. I UNDERSTAND THAT THE COMPANY MAY EXCHANGE PAYMENT OF PREMIUM INFORMATION AND ACCIDENT OR CLAIM INFORMATION WITH MY PREVIOUS AUTOMOBILE INSURANCE COMPANY.

Signature of Applicant

Date and Time

TO BE COMPLETED BY AGENT:
The information contained in this application is as told to me by the applicant and is true and complete to the best of my knowledge.

Signature of Agent

Date and Time

IF THIS APPLICATION IS BEING ELECTRONICALLY TRANSMITTED, THE FOLLOWING MUST ALSO BE COMPLETED:
I agree to be bound by this electronic record and it shall have the same legal force and effect as the written application.

Applicant's Name

STATEMENT OF VARIABILITY

Form No. & Ed. Date	Form Title	Variable(s)
M-0047-S (2008 ed.)	Antique Auto	Description of auto, limit and deductible amount.
MPY-0041-S (2008 ed.)	Excess Electronic Equipment Coverage	Description of auto, Excess Electronic Equipment, Limit of Liability and Premium.
M-0106-S (2008 ed.)	Operator Exclusion Form	Excluded Operator and vehicle description; date and signature of Policyholder and Excluded Operator.
MPY-0031-S (2008 ed.)	Other Optional insurance- Combined Additional Coverage	Auto, Limit, Deductible and Premium.
MPY-0028-S (2008 ed.)	Other Optional insurance- Fire, Lightning and Transportation	Auto, Limit, Deductible and Premium.
MPY-0029-S (2008 ed.)	Other Optional Insurance - Theft	Auto, Limit, Deductible and Premium.
MPY-0040-S (2008 ed.)	Original Equipment Manufacturer Parts Coverage	Description of Auto and Premium.
MPY-0032-S (2008 ed.)	Suspension of Coverage and Reduction of Limits	Effective date of Endorsement, Name of Individual, Policyholder's Signature and date.
M-0051-S (2008 ed.)	Use of Other Autos-Vehicles Furnished or Available fo Regular Use	Name of Individual, Schedule of Coverages and Premium; and Limts of Liability.
M-0052-S (2008 ed.)	Use of Other Autos-Vehicles Furnished or Available for Use on Public or Livery Conveyance	Name of Individual, Schedule of Coverages and Premium; and Limts of Liability.
MPY-0016-S (2008 ed.)	Waiver of Deductible	Description of Auto and Premium.

COVERAGE SELECTIONS PAGE

This page and any attached endorsements form a part of your policy

This policy is Issued By:
ITEM 1. This policy is Issued To:

Massachusetts Personal Automobile
 Policy Number
 [Producer]

ITEM 2. This policy is effective from:

To:

(12:01 A.M. Eastern Standard Time)

ITEM 3. Description of your Auto:

AUTO	AUTO
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ITEM 4. This policy provides only the coverages for which a premium charge is shown.

COVERAGES, Parts 1-12	AUTO			AUTO		
COMPULSORY INSURANCE	LIMITS	DEDUCTIBLE	PREMIUM	LIMITS	DEDUCTIBLE	PREMIUM
1. Bodily Injury To Others	\$ 20,000 per person \$ 40,000 per accident	NONE	\$	\$20,000 per person \$40,000 per accident	NONE	\$
2. Personal Injury Protection	\$ 8,000 per person	\$ <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$	\$ 8,000 per person	\$ <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$
3. Bodily Injury Caused By An Uninsured Auto <small>(Compulsory Limits \$20,000/\$40,000)</small>	\$ per person \$ per accident	NONE	\$	\$ per person \$ per accident	NONE	\$
4. Damage To Someone Else's Property <small>(Compulsory Limit \$5,000)</small>	\$ per accident	NONE	\$	\$ per accident	NONE	\$

OPTIONAL INSURANCE						
5. Optional Bodily Injury To Others	\$ per person \$ per accident	NONE	\$	\$ per person \$ per accident	NONE	\$
6. Medical Payments	\$ per person	NONE	\$	\$ per person	NONE	\$
7. Collision	Agreed Value	\$	\$	Agreed Value	\$	\$
8. Limited Collision	Agreed Value	\$	\$	Agreed Value	\$	\$
9. Comprehensive	Agreed Value	\$	\$	Agreed Value	\$	\$
10. Substitute Transportation	Up to \$ a day, maximum \$	NONE	\$	Up to \$ day, maximum \$	NONE	\$
11. Towing and Labor	Up to \$ For each disablement	NONE	\$	Up to \$ for each disablement	NONE	\$
12. Bodily Injury Caused By An Underinsured Auto	\$ per person \$ per accident	NONE	\$	\$ per person \$ per accident	NONE	\$

MERIT RATING PLAN	CREDIT	\$	CREDIT	\$
	SURCHARGE	\$	SURCHARGE	\$
	PREMIUM	\$	PREMIUM	\$
Identification Numbers of Endorsements Forming a Part of This Policy				TOTAL PREMIUM
				\$

ITEM 5. Place of Principal Garaging

ITEM 6. Secured Lender/Lessor - Additional Insured, if Rented Auto

AUTO	
AUTO	

Driver Information:

Oper No.	Operator Name	Date of Birth	License Number	Lic. State	Date First Licensed if Less Than 6 Yrs		Driver Training Yes/No	% Use		Operator Status: O - Occasional P - Principal E - Excluded D - Deferred	
					Auto	Motor cycle		Auto 1	Auto 2	Auto 1	Auto 2

REFER TO OTHER SIDE FOR ADDITIONAL INFORMATION

Check carefully that all operators of your auto(s) are shown. Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

NOTICE: You must notify us of changes that have occurred prior to the renewal of this policy and during the policy period. It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone else on your behalf has knowingly given us false, deceptive, misleading or incomplete information and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy. Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of all household members and customary operators required to be listed and the answers given above for all listed operators. We may also limit our payments under Part 3 and Part 4. Check to make certain that you have correctly listed all operators and the completeness of their previous driving records. The Merit Rating Board may verify the accuracy of the previous driving records of all listed operators.

We will not pay for a collision or limited collision loss for an accident which occurs while your auto is being operated by a household member who is not listed as an operator on your policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the merit rating plan.

DISCOUNTS:

Several discounts are available and your premium has been reduced if one or more of the following categories is indicated in Item 4. If a listed operator purchased a monthly public transit commuter pass for 11 of the 12 months preceding the effective date of the policy you may be entitled to the public transit commuter discount. Contact your agent or company representative for further details.

	Age 65 and Older	Air Bag/ Automatic Seatbelts	Annual Mileage		Anti-Theft Device/ Vehicle Recovery System	Multi-Car Discount
			0-5000	5001-7500		
Coverage	All	Parts 2, 3, 6, and 12	Parts 1-8 and 12	Parts 1-8 and 12	Part 9	Parts 1, 2, 4, 5, 7, 8 and 9
Discount Available	25%	25%	10%	5%	5-36% Depending on the category of device	5%

PART 5 - OPTIONAL BODILY INJURY TO OTHERS

The limits shown for this Part are the total limits you have under Compulsory Bodily Injury to Others (Part 1) and this Part. This means that the Compulsory limits are included within the limits shown for this Part and are not in addition to them.

PART 12 - BODILY INJURY CAUSED BY AN UNDERINSURED AUTO

The limits shown for this Part are subject to adjustment. We will only pay for any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the owner and operator of the underinsured auto and the limits shown for this Part.

MERIT RATING PLAN

The Merit Rating Plan credit or surcharge shown on the reverse side for each auto is based on the driving records of the operators listed on your policy. Credits result from incident-free driving. If a surcharge is shown for any auto, refer to the statement furnished with your Coverage Selections Page to determine how the points for each listed operator were calculated. The merit rating points and class of each operator are used in assigning the operators to the autos in the manner described in the rating manual.

Countersigned by: _____