

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## Massachusetts

### Amendatory Endorsement – AU14324-1

**I.** Throughout your policy documents the term “Coverage Selections Page” now means “Policy Declarations.”

**II.** In **Definitions**, the following is added:

**11. Custom parts or equipment** – means equipment, devices, accessories, enhancements, and changes, other than those offered by the manufacturer of the auto specifically for that model, or installed by the auto dealership when new as part of the original sale, which alter the appearance or performance of an auto. This does not include items designed for assisting disabled persons.

**12. Camper body** – means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A camper body does not include:

- A.** caps, tops, or canopies designed for use as protection of the cargo area of an auto; or
- B.** radio or television antennas, awnings, cabanas, or equipment designed to create additional off-highway living facilities.

**III.** In **Bodily Injury To Others (Part 1)**, the following changes are made:

**A.** The following is added under “We will not pay”:

- 4.** For punitive or exemplary damages.

**B.** The following is added:

#### **Action Against Us**

No insured person may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Bodily Injury To Others (Part 1)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If the insured person is subjected to claims arising out of the same accident by more than one person claiming bodily injury, the time for the insured person to bring an action against us shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the insured person.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and us, then whoever obtains this judgment or agreement against an insured person may sue us up to the limits of this policy. However, no one has the right to join us in a suit to determine legal responsibility of an insured person.

**IV.** In **Personal Injury Protection (Part 2)**, the following is added:

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Personal Injury Protection (Part 2)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

- V. In **Bodily Injury Caused By An Uninsured Auto (Part 3)**, the following is added:

We will not pay for punitive or exemplary damages.

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Bodily Injury Caused By An Uninsured Auto (Part 3)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If an insured person commences a timely action against the owner or operator of an uninsured auto to recover damages for loss arising out of the accident and gives us written notice of such action within 30 days after such action is commenced, an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date of the accident, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured auto; or
- B. two years after we deny coverage.

If any insured person sues a person believed responsible for the accident without our written consent, we are not bound by any resulting judgment.

- VI. In **Damage to Someone Else's Property (Part 4)**, the following is added:

**Action Against Us**

No insured person may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Damage to Someone Else's Property (Part 4)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If the insured person is subjected to claims arising out of the same accident by more than one person claiming property damage, the time for the insured person to bring an action against us shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the insured person.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and us, then whoever obtains this judgment or agreement against an insured person may sue us up to the limits of this policy. However, no one has the right to join us in a suit to determine legal responsibility of an insured person.

- VII. In **Optional Bodily Injury to Others (Part 5)**, the following changes are made:

- A. The following is added under "We will not pay":

- 6. For punitive or exemplary damages.

**B.** The following is added:

**Action Against Us**

No insured person may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Optional Bodily Injury to Others (Part 5)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If the insured person is subjected to claims arising out of the same accident by more than one person claiming bodily injury, the time for the insured person to bring an action against us shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the insured person.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and us, then whoever obtains this judgment or agreement against an insured person may sue us up to the limits of this policy. However, no one has the right to join us in a suit to determine legal responsibility of an insured person.

**VII.** In **Medical Payments (Part 6)**, the following is added:

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Medical Payments (Part 6)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

**VIII.** In **Collision (Part 7), Limited Collision (Part 8), Comprehensive (Part 9), Substitute Transportation (Part 10) and Towing and Labor (Part 11)**, the following is added:

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under this Part (7, 8, or 9), unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the loss.

**IX.** In **Collision (Part 7)**, the following is added:

Our limit of liability is the least of:

- 1.** The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
- 2.** The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation; or
- 3.** \$500, if the loss is to a covered trailer not described on the Policy Declarations.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, you may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An auto and attached trailer are considered separate autos, and you must pay the deductible, if any, on each. Only one deductible will apply to an auto with a mounted **camper body**. If unmounted, a separate deductible will apply to the auto and **camper body**.

When more than one coverage is applicable to the loss, you may recover under the broadest coverage but not both.

The maximum we will pay for a covered loss to any **custom parts or equipment** is \$1,000.

**X.** In **Limited Collision (Part 8)**, the following is added:

Our limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation; or
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, you may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An auto and attached trailer are considered separate autos, and you must pay the deductible, if any, on each. Only one deductible will apply to an auto with a mounted **camper body**. If unmounted, a separate deductible will apply to the auto and **camper body**.

When more than one coverage is applicable to the loss, you may recover under the broadest coverage but not both.

The maximum we will pay for a covered loss to any **custom parts or equipment** is \$1,000.

**XI.** In **Comprehensive (Part 9)**, the following is added:

Our limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation; or
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, you may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An auto and attached trailer are considered separate autos, and you must pay the deductible, if any, on each. Only one deductible will apply to an auto with a mounted **camper body**. If unmounted, a separate deductible will apply to the auto and **camper body**.

When more than one coverage is applicable to the loss, you may recover under the broadest coverage but not both.

The maximum we will pay for a covered loss to any **custom parts or equipment** is \$1,000.

**XII.** In **Substitute Transportation (Part 10)**, Part 10 has been deleted and replaced with the following:

Under this Part, we will reimburse you in certain situations up to the limits shown on your Policy Declarations. 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.

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.

**XIII.** In **Bodily Injury Caused By An Underinsured Auto (Part 12)**, the following is added:

We will not pay for punitive or exemplary damages.

#### **Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Bodily Injury Caused By An Underinsured Auto (Part 12)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If an insured person commences a timely action against the owner or operator of an underinsured auto to recover damages for loss arising out of the accident and gives us written notice of such action within 30 days after such action is commenced, an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date of the accident, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an underinsured auto; or
- B. two years after we deny coverage.

If any insured person sues a person believed responsible for the accident without our written consent, we are not bound by any resulting judgment.

**XIV.** In **General Provisions and Exclusions**, the following changes are made:

The following provisions are added:

**21. What Law Will Apply**

This policy is issued in accordance with the laws of Massachusetts and covers property or risks principally located in Massachusetts. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Massachusetts.

If a covered loss to the auto, a covered auto accident, or any other occurrence for which coverage applies under this policy happens outside Massachusetts, claims or disputes regarding that covered loss to the auto, covered auto accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the auto, covered auto accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

**22. Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Massachusetts. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Massachusetts, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the auto, a covered auto accident, or any other occurrence for which coverage applies under this policy happens outside Massachusetts, lawsuits regarding that covered loss to the auto, covered auto accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the auto, covered auto accident, or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

**23. Action Against Us**

No one may bring an action against us unless:

1. There is full compliance with all policy terms; and
2. The action is commenced no later than two years from the date the cause of action accrues.

However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

**24. Arbitration**

Arbitration pursuant to this provision shall be subject to the following:

1. No arbitrator shall have the authority to award punitive damages or attorney's fees;
2. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

**25. Payment**

If your initial premium payment for your first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or remittance been honored upon presentation.

**26. Actual Cash Value**

Whenever the appraised cost of repair of an auto plus the probable salvage value of the auto may be reasonably expected to exceed the actual cash value of the auto, we shall determine the auto's actual cash value. Our determination shall be based on a consideration of all of the following factors:

1. the retail book value for an auto of like kind and quality, but for the damage incurred;
2. the price paid for the auto plus the value of prior improvements to the auto at the time of the accident, less appropriate depreciation;
3. the decrease in value of the auto resulting from prior unrelated damage which is detected by the appraiser; and
4. the actual cost of purchase of an available auto of like kind and quality but for the damage sustained.

All other policy terms and conditions apply.

# Policy Endorsement

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## Massachusetts

### Amendatory Endorsement –AU14324-1

- I. Throughout your policy documents the term “Coverage Selections Page” now means “Policy Declarations.”
- II. In **Definitions**, the following is added:
  - 11. Custom parts or equipment** – means equipment, devices, accessories, enhancements, and changes, other than those offered by the manufacturer of the auto specifically for that model, or installed by the auto dealership when new as part of the original sale, which alter the appearance or performance of an auto. This does not include items designed for assisting disabled persons.
  - 12. Camper body** – means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A camper body does not include:
    - A. caps, tops, or canopies designed for use as protection of the cargo area of an auto; or
    - B. radio or television antennas, awnings, cabanas, or equipment designed to create additional off-highway living facilities.
- III. In **Bodily Injury to Others (Part 1)**, the following changes are made:
  - A. The following is added under “We will not pay”:
    4. For punitive or exemplary damages.
  - B. The following is added:

**Action Against Us**  
No insured person may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Bodily Injury to Others (Part 1)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If the insured person is subjected to claims arising out of the same accident by more than one person claiming bodily injury, the time for the insured person to bring an action against us shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the insured person.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and us, then whoever obtains this judgment or agreement against an insured person may sue us up to the limits of this policy. However, no one has the right to join us in a suit to determine legal responsibility of an insured person.
- IV. In **Personal Injury Protection (Part 2)**, the following is added:

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Personal Injury Protection (Part 2)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

**V. In Bodily Injury Caused By An Uninsured Auto (Part 3), the following is added:**

We will not pay for punitive or exemplary damages.

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Bodily Injury Caused By An Uninsured Auto (Part 3)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If an insured person commences a timely action against the owner or operator of an uninsured auto to recover damages for loss arising out of the accident and gives us written notice of such action within 30 days after such action is commenced, an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date of the accident, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured auto; or
- B. two years after we deny coverage.

If any insured person sues a person believed responsible for the accident without our written consent, we are not bound by any resulting judgment.

**VI. In Damage to Someone Else's Property (Part 4), the following is added:**

**Action Against Us**

No insured person may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Damage to Someone Else's Property (Part 4)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If the insured person is subjected to claims arising out of the same accident by more than one person claiming property damage, the time for the insured person to bring an action against us shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the insured person.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and us, then whoever obtains this judgment or agreement against an insured person may sue us up to the limits of this policy. However, no one has the right to join us in a suit to determine legal responsibility of an insured person.

**VII. In Optional Bodily Injury to Others (Part 5), the following changes are made:**

**A. The following is added under "We will not pay":**

- 6.** For punitive or exemplary damages.

B. The following is added:

**Action Against Us**

No insured person may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Optional Bodily Injury to Others (Part 5)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If the insured person is subjected to claims arising out of the same accident by more than one person claiming bodily injury, the time for the insured person to bring an action against us shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the insured person.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and us, then whoever obtains this judgment or agreement against an insured person may sue us up to the limits of this policy. However, no one has the right to join us in a suit to determine legal responsibility of an insured person.

VII. In **Medical Payments (Part 6)**, the following is added:

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Medical Payments (Part 6)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

VIII. In **Collision (Part 7), Limited Collision (Part 8), Comprehensive (Part 9), Substitute Transportation (Part 10)** and **Towing and Labor (Part 11)**, the following is added:

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under this Part (7, 8, or 9), unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the loss.

IX. In **Collision (Part 7)**, the following is added:

Our limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation; or
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, you may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An auto and attached trailer are considered separate autos, and you must pay the deductible, if any, on each. Only one deductible will apply to an auto with a mounted **camper body**. If unmounted, a separate deductible will apply to the auto and **camper body**.

When more than one coverage is applicable to the loss, you may recover under the broadest coverage but not both.

The maximum we will pay for a covered loss to any **custom parts or equipment** is \$1,000.

**X.** In **Limited Collision (Part 8)**, the following is added:

Our limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation; or
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, you may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An auto and attached trailer are considered separate autos, and you must pay the deductible, if any, on each. Only one deductible will apply to an auto with a mounted **camper body**. If unmounted, a separate deductible will apply to the auto and **camper body**.

When more than one coverage is applicable to the loss, you may recover under the broadest coverage but not both.

The maximum we will pay for a covered loss to any **custom parts or equipment** is \$1,000.

**XI.** In **Comprehensive (Part 9)**, the following is added:

Our limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation; or
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, you may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An auto and attached trailer are considered separate autos, and you must pay the deductible, if any, on each. Only one deductible will apply to an auto with a mounted **camper body**. If unmounted, a separate deductible will apply to the auto and **camper body**.

When more than one coverage is applicable to the loss, you may recover under the broadest coverage but not both.

The maximum we will pay for a covered loss to any **custom parts or equipment** is \$1,000.

**XII.** In **Substitute Transportation (Part 10)**, Part 10 has been deleted and replaced with the following:

Under this Part, we will reimburse you in certain situations up to the limits shown on your Policy Declarations. 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.

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.

**XIII.** In **Bodily Injury Caused By An Underinsured Auto (Part 12)**, the following is added:

We will not pay for punitive or exemplary damages.

**Action Against Us**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Bodily Injury Caused By An Underinsured Auto (Part 12)**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date of the accident.

If an insured person commences a timely action against the owner or operator of an underinsured auto to recover damages for loss arising out of the accident and gives us written notice of such action within 30 days after such action is commenced, an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date of the accident, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an underinsured auto; or
- B. two years after we deny coverage.

If any insured person sues a person believed responsible for the accident without our written consent, we are not bound by any resulting judgment.

**XIV. In General Provisions and Exclusions**, the following changes are made:

The following provisions are added:

**21. What Law Will Apply**

This policy is issued in accordance with the laws of Massachusetts and covers property or risks principally located in Massachusetts. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Massachusetts.

If a covered loss to the auto, a covered auto accident, or any other occurrence for which coverage applies under this policy happens outside Massachusetts, claims or disputes regarding that covered loss to the auto, covered auto accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the auto, covered auto accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

**22. Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Massachusetts. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Massachusetts, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the auto, a covered auto accident, or any other occurrence for which coverage applies under this policy happens outside Massachusetts, lawsuits regarding that covered loss to the auto, covered auto accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the auto, covered auto accident, or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

**23. Action Against Us**

No one may bring an action against us unless:

1. There is full compliance with all policy terms; and
2. The action is commenced no later than two years from the date the cause of action accrues.

However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

**24. Arbitration**

Arbitration pursuant to this provision shall be subject to the following:

1. No arbitrator shall have the authority to award punitive damages or attorney's fees;
2. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

**25. Payment**

If your initial premium payment for your first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or remittance been honored upon presentation.

**26. Actual Cash Value**

Whenever the appraised cost of repair of an auto plus the probable salvage value of the auto may be reasonably expected to exceed the actual cash value of the auto, we shall determine the auto's actual cash value. Our determination shall be based on a consideration of all of the following factors:

1. the retail book value for an auto of like kind and quality, but for the damage incurred;
2. the price paid for the auto plus the value of prior improvements to the auto at the time of the accident, less appropriate depreciation;
3. the decrease in value of the auto resulting from prior unrelated damage which is detected by the appraiser; and
4. the actual cost of purchase of an available auto of like kind and quality but for the damage sustained.

All other policy terms and conditions apply.

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ALLSTATE INSURANCE COMPANY  
Massachusetts

HOME OFFICE  
NORTHBROOK, ILLINOIS

Application No.: XXXXXXXXXXXXXXXXXXXX

Send Policy to Agent: N

Applicant's Name: XXXXXXXX

Address : FIRST

City : FIRST St: CO Zip: 80204

Telephone Num. : ( 111 ) 858 - 1111 County: 016 Terr.: 3500101

VEHICLES

No	Yr	Make	Model	Vehicle ID Number	Cy	Dr	CT	PGS	VSC	Cost
1	1997	2.2CL		XXXXXXXXXXXXXXXXXXXX	4	2	10	Q	XB1	

USE RATE

No	Odom (000)	Car Usage	Miles One Way	Date Purch	Est Ann (000)	Incl Cmpr	Rare Rest	Split Terr	Alt Yr	Weeks Rented
1	: 010	PLEASURE		08/1997	010	N	N	0101		

No	Own/Lease	Original Owner/Lessee
1	: Y/N	Y

COVERAGES

1997

2.2CL

	LIMITS	PREMIUMS	PREMIUMS	PREMIUMS	PREMIUMS
Bodily Injury To Others	Per Person \$xxx,000 Per Accident \$xxx,000	119.41 Included			

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Damage to Someone Else's Property	Per Accident \$xxx,000	66.86			
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Optional Bodily Injury To Others	Per Person \$xxx,000 Per Accident \$xxx,000	107.83 Included			
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Medical Payments	Per Person \$1,000	29.94			
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Personal Injury Protection Self	Ded \$1,000	29.94			
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Personal Injury Protection Self and HHM	Ded \$1,000	29.94			
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Collision	Ded \$150	198.50			
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Collision (Limited)	Ded \$150	198.50			
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Collision (Waive Deductible)	Ded \$150	198.50			
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Collision/OEM	Ded \$150	198.50			
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Collision/OEM (Limited)	Ded \$150	198.50			
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Collision/OEM	Ded \$150	198.50			
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(Waive Deductible)

Comprehensive/Glass/ OEM	Ded	\$150	82.70
Comprehensive/Glass	Ded	\$150	82.70
Comprehensive	Ded	\$150	82.70
Glass	Ded		
BI Caused By An Uninsured Auto	Per Person Per Accident	\$xxx,000 \$xxx,000	107.83 Included
BI Caused By An Underinsured Auto	Per Person Per Accident	\$xxx,000 \$xxx,000	107.83 Included
Substitute Trans	Per Day Max	\$xxx \$x,xxx	107.83 Included
Ext. Substitute Trans	Per Day Max	\$xxx \$x,xxx	107.83 Included
Towing and Labor	Per Dispatch	\$x,xxx	107.83
New Car Expanded Protection			107.83
Optional Ins. Fire/Light/Trans	Ded	\$150	198.50
Optional Ins. Theft/Fire/Light/ Trans	Ded	\$150	198.50
Optional Ins. Theft/Fire/Light/ Trans/Combined Add. Cov.	Ded	\$150	198.50
Excess Electronic Equipment		\$x,xxx	9.00
Identity Theft Expenses		\$xxx	xx.xx
Estimated Vehicle Premiums			547.38

ALLSTATE INSURANCE COMPANY

Massachusetts

HOME OFFICE  
NORTHBROOK, ILLINOIS

Application No.: XXXXXXXXXXXXXXX

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DISCOUNTS APPLIED

ITEM 1

\*\*\*\*\*  
ESTIMATED POLICY PREMIUM : 572.48  
PREMIUMS CHARGED MUST BE IN ACCORDANCE WITH THE COMPANY'S MANUAL RULES & RATES  
\*\*\*\*\*  
Amount Paid : 572.48 Cash

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HOUSEHOLD SECTION (APPLIES TO APPLICANT ONLY)

Mo Yr at Present Residence: 08/2000 Residence Type: HO Owns Residence: Yes  
Years at Present Employment: 2 Other Vehicles Owned in Household: N  
Is this the address where the vehicles are principally garaged? Y

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INSURANCE RECORD (PRESENT OR MOST RECENT AUTO INSURANCE CARRIED)

Prior Co: Policy Number:  
Exp Date: Years/Months Insured: PI Code: NO  
PRIOR BI LIMIT: 00000000

ALLSTATE INSURANCE COMPANY  
Massachusetts

HOME OFFICE

Application No.: XXXXXXXXXXXXXXXX

NORTHBROOK, ILLINOIS

With respect to the Applicant and all members of the household:

A-Has an insurer cancelled or refused or given notice that it intends to cancel or refuse any similar insurance for misrepresentation of any material fact in the procurement or renewal of insurance or in the submission of claims? : N

B-Has any license or permit to drive any motor vehicle been revoked, suspended or refused? : N

C-Is the applicant the registered owner of the autos to be insured? : Y

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OPERATOR INFORMATION ON ALL DRIVING MEMBERS OF HOUSEHOLD

Name: X XXXXXXXX Sex: M DOB: 06/01/1960  
Relation to Ins: SA INSURED Occupation: EM BLAH Mar St: MA  
Orig Date Licensed: 01/1990 Drivers Lic No: XXXXXX  
State Lic: MA DD Course Completion Date:  
Est % Use of Item 1: 100 Item 2: Item 3: Item 4: SS No: XXXXX0122

**Accident/Violation History**

DT: 20090301 Desc: Serious Minor

Fault: Y Concurnt: N

DT: 20080701 Desc: Intersection accident

Fault: Y Concurnt: N

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REMARKS:

ALLSTATE INSURANCE COMPANY  
Massachusetts

HOME OFFICE  
NORTHBROOK, ILLINOIS

Application No.: XXXXXXXXXXXXXXXX

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NOTICE: We may use a third party in connection with the development of your insurance score. In addition, we may obtain information regarding you and other individuals who may be covered by the insurance you are applying for including:

(i) driving record, based on state motor vehicle reports and loss information reports; (ii) your prior insurance record, if any, which will be obtained from your current or prior carrier(s); and (iii) claim history based on loss information reports. This means that if your business is a partnership, we may order reports on any partners who will be covered by the insurance.

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BINDER PROVISION

In reliance on the statements in this application and subject to the terms and conditions of the policy authorized for the company's issuance to the applicant, the company named above binds the insurance applied for to

Become Effective	03:30 AM	08/18/2006
Transaction Time/Date	03:30 AM	08/18/2006

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No: 001566	Loc: AFD
Office Phone: 7196374909	
Home Phone :	

Agent's Signature

To the best of my knowledge, the statements made on these application pages, including attachments hereto, are true. I certify that the information concerning insurance history, auto usage, and drivers used to compute my premium is correct and that I am eligible for the appropriate discounts indicated above. I request the Company, in reliance thereon, to issue the insurance applied for. I declare that the Company may re-compute the premium shown if the statements made herein are not substantially true.

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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.

ALLSTATE INSURANCE COMPANY  
Massachusetts

HOME OFFICE  
NORTHBROOK, ILLINOIS

Application No.: XXXXXXXXXX

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I have read this entire application, including the binder provision, before signing.

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APPLICANT'S SIGNATURE  
SAR1839

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DATE