

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

Massachusetts Amendatory Endorsement - AU14324-2

- 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.

VIII. In *Medical Payments (Part 6)*, the following changes are made:

- A. The following is added at the end of the third paragraph which appears after the numbered items:

No payments will be made under this Part that duplicate payments made for the same bodily injuries under Part 1, Part 2, Part 3, Part 5, or Part 12 of this Policy. In addition, no payments will be made under this Part that duplicate payments made for the same bodily injuries under any other automobile insurance policy or under a health insurance policy covering the injured person.

- B. 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.

IX. 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.

X. 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 regulations; 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 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 regulations; 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 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 regulations; 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.

XIII. 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.

XIV. 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.

XV. In General Provisions And Exclusions, the following changes are made:

- A.** The final paragraph of General Provision 5, **Our Right To Be Repaid**, is deleted.
- B.** 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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The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Massachusetts Amendatory Endorsement - AU14324-21

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:

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- 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.

(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.

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.

VIII. In Medical Payments (Part 6), the following changes are made:

- A. The following is added at the end of the third paragraph, which appears on page 15 after the numbered items:**

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No payments will be made under this Part that duplicate payments made for the same bodily injuries under Part 1, Part 2, Part 3, Part 5, or Part 12 of this Policy. In addition, no payments will be made under this Part that duplicate payments made for the same bodily injuries under any other automobile insurance policy or under a health insurance policy covering the injured person.

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- B. The following is added:**

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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.

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**

VIIIIX. 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:

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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 regulations; 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 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 regulations; 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 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 regulations; 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

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property or part, you may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

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.

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**.

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

We will not pay for punitive or exemplary damages.

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

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.

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

XIII. 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)**.

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:

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

- 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.

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

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

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.

XVIV. In General Provisions And Exclusions, the following changes are made:

A. The final paragraph of General Provision 5, Our Right To Be Repaid, which appears on Page 26, is deleted.

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B. 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

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.

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

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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.

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All other policy terms and conditions apply.

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

Massachusetts Amendatory Endorsement - AU14324-21

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:

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- 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 changes are made:

- A. The following is added at the end of the third paragraph, which appears on page 15 after the numbered items:

No payments will be made under this Part that duplicate payments made for the same bodily injuries under Part 1, Part 2, Part 3, Part 5, or Part 12 of this Policy. In addition, no payments will be made under this Part that duplicate payments made for the same bodily injuries under any other automobile insurance policy or under a health insurance policy covering the injured person.

- B. 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:

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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 regulations; 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 regulations; 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 regulations; 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:

A. The final paragraph of General Provision 5, Our Right To Be Repaid, which appears on Page 26, is deleted.

B. 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

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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

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

Massachusetts Amendatory Endorsement - AU14324-2

- 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.

- VIII. In **Medical Payments (Part 6)**, the following changes are made:

- A. The following is added at the end of the third paragraph which appears after the numbered items:

No payments will be made under this Part that duplicate payments made for the same bodily injuries under Part 1, Part 2, Part 3, Part 5, or Part 12 of this Policy. In addition, no payments will be made under this Part that duplicate payments made for the same bodily injuries under any other automobile insurance policy or under a health insurance policy covering the injured person.

- B. 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.

- IX. 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.

X. 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 regulations; 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 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 regulations; 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 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 regulations; 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.

XIII. 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.

XIV. 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.

XVI. In General Provisions And Exclusions, the following changes are made:

- A.** The final paragraph of General Provision 5, **Our Right To Be Repaid**, is deleted.
- B.** 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.