

**MASSACHUSETTS  
PRIVATE PASSENGER  
AUTOMOBILE INSURANCE MANUAL**

AMICA MUTUAL INSURANCE COMPANY  
EFFECTIVE DECEMBER 1, 2010

## SECTION I - GENERAL RULES

### **RULE 1. MASSACHUSETTS AUTOMOBILE INSURANCE POLICY - ELIGIBILITY**

All individually owned vehicles registered under the Massachusetts Compulsory Motor Vehicle Law and rated in accordance with this Manual may be written.

Coverage for risks not subject to the Compulsory Law may be provided under the countrywide Personal Auto Policy and the Massachusetts Amendment of Policy Provisions Endorsement MP 00 99 at rates determined in accordance with this Manual.

### **RULE 2. COVERAGES AND LIMITS**

The types of coverages available are:

#### **Compulsory Insurance Coverages**

##### **Part 1 - Bodily Injury To Others**

The basic limits are \$20,000 each person and \$40,000 each accident.

##### **Part 2 - Personal Injury Protection**

The basic limit is \$8,000 for each person. Refer to Rule 30 for available deductibles.

##### **Part 3 - Bodily Injury Caused By An Uninsured Auto**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

##### **Part 4 - Damage To Someone Else's Property**

The basic limit is \$5,000 each accident. Increased limits are available.

#### **Optional Insurance Coverages**

##### **Part 5 - Optional Bodily Injury To Others**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available.

##### **Part 6 - Medical Payments**

The basic limit is \$5,000 each person. Higher limits are available for all motor vehicles rated in this manual. Motorcycle limits are available from \$500 to \$50,000. This coverage is excess over Personal Injury Protection.

##### **Part 7 - Collision**

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. Waiver of Deductible is available at the option of the insured. Endorsement MPY-0016-S must be attached. This coverage is written on an actual cash value or stated amount basis.

##### **Part 8 - Limited Collision**

This coverage is subject to a basic deductible of \$500. Other deductibles or full coverage are available at the option of the insured. This coverage is written on an actual cash value or stated amount basis.

##### **Part 9 - Comprehensive**

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. A separate \$100 glass deductible is also available at the option of the insured. Endorsement MPY-0039-S, titled \$100 Glass Deductible, must be issued with the policy. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an actual cash value, stated amount or agreed amount basis.

##### **Part 10 - Substitute Transportation**

This coverage pays for loss of use to a motor vehicle as a result of an accident or loss. Refer to the Miscellaneous Rating factors page for applicable limits and premiums.

**Part 11 - Towing And Labor**

This coverage will pay up to \$100 for towing and labor costs for each auto disablement. The rate for \$100 is \$16 for vehicles 10 or less years of age and \$20 for vehicles greater than 10 years old. It is available only for private passenger motor vehicles, as defined in Rule 27, and motorcycles.

**Part 12 - Bodily Injury Caused By An Underinsured Auto**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

**Other Coverages Available Are For:**

Fire, Theft & Combine Additional Coverages subject to a basic deductible of \$500. Higher deductibles are available at the option of the insured.

Theft coverage may be granted only in connection with Fire Coverage, and for a like amount in both cases.

These coverages are written on an actual cash value basis or stated amount basis.

Endorsement MPY-0031-S, titled Other Optional Insurance – Combined Additional Coverage, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0028-S, titled Other Optional Insurance – Fire, Lightning and Transportation, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0029-S, titled Other Optional Insurance – Theft, must be issued with the policy when this coverage is afforded.

**RULE 3. MANDATORY OFFER OF COVERAGE**

Massachusetts law requires a company that provides Compulsory Insurance Coverages to make a mandatory offer to issue to any person so insured additional coverages consisting of:

1. Limits up to \$35,000 each person and \$80,000 each accident for Parts 3, 5 and 12.
2. \$5,000 each person for Part 6.
3. Parts 7, 8 and 9, subject to a basic deductible of \$500.
4. Part 10 - Substitute Transportation.
5. Fire, Theft and Comprehensive Coverage subject to a basic deductible of \$500.

Companies must charge an extra-risk rate or refuse Collision and Comprehensive coverages under certain circumstances as required by law. Refer to Rule 24 for extra-risk rating procedures.

**RULE 4. STANDARD PROCEDURES**

**A. Renewals**

1. The company must mail the Coverage Selections Page not less than thirty days prior to policy expiration.
2. The Company may elect to secure payment of a deposit premium. The premium quotation shall be based on the latest classification information and premium charges established for the renewal policy.
3. Failure to pay the deposit premium may result in cancellation of the policy or removal of the annual mileage discount. The specific reason for cancellation is non-payment of any required premium.

The Cancellation Notice must also contain the following statement:

“This cancellation will not take effect if the full amount due, including any applicable late payment charges or financing fees, shown above is paid on or prior to the effective date of cancellation.”

## **B. Non-Renewal**

1. No company shall refuse to renew a policy unless written notice is given by the company to the insured, or the producer or broker producing the business, at least forty-five days prior to the expiration of the policy.
  - a. A notice required to be sent by the company to the insured may be by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. Unless another company has replaced the insurance, the notice should be electronically transmitted to the Registry of Motor Vehicles not earlier than the policy expiration date. If the insurance and registration are coterminous, it will not be necessary to notify the Registry of Motor Vehicles.
  - b. If the notice is required to be sent by the company to the producer or broker producing the business, such producer or broker shall, within fifteen days of receiving such notice, send a copy to the insured by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. The producer or broker must notify the company not later than the policy expiration date if the insurance is not replaced so that the company may, in turn, electronically transmit the notice to the Registry of Motor Vehicles. Notice to the company is not required if the insurance and registration are coterminous.

## **C. New Business**

The producer is required to obtain from the applicant for insurance a new business application in all cases except when the producer is transferring a book of business from one company to another and the acquiring company waives this requirement.

If coverage is being replaced midterm, the producer must verify that there is no automobile insurance premium owed to the former company or producer.

## **D. Standards for New Business**

1. The producer of record must provide information necessary for a company to transmit data to the Registry of Motor Vehicles for each vehicle insured.

In addition to reporting the necessary information to the company, the producer shall prepare an RMV-3 form, accompanied by the appropriate fee, for processing by the Registry of Motor Vehicles, if an insured requests a corrected registration certificate.
2. The producer of record for the new policy must notify the prior producer of record, if known, or the prior insurer of the transfer of coverage as soon as possible. Prior producers of record must accept the notices of transfer or other forms of insurance verification from insureds, insurers or producers of record for the new policies, provided the notices meet at least the following standards:
  - (1) The notice must be signed by the producer of record for the new policy or, it must be on the company's letterhead, if it is issued by the new insurer; and
  - (2) The notice must bear the registry stamp of the new insurer. The stamp may be in electronic format.
3. Upon receipt of notice, Amica shall immediately:
  - a. discontinue coverage as of the date shown on the Notice;
  - b. compute the return premium, if any, as of the date shown on the Notice; and
  - c. notify the former producer, if any, of the transfer of coverage.

No notice of cancellation is required.

**EXCEPTION** - Except for D-1 above, Section D of this Rule is not applicable to those specific instances when a producer transfers a block of business from one carrier to another. In such situations the producer should refer to the former carrier for specific procedures. No notice is required, but the producer of record must provide the new carrier with information necessary for that carrier to transmit registration data to the Registry of Motor Vehicles.

**E. Cancellation (Other Than Transfer of Insurer)**

1. Notice of cancellation must be given in a timely manner as required by Massachusetts law and shall include the specific reason(s) for cancellation.
2. The company must electronically notify the Registry of Motor Vehicles immediately upon the intended effective date of cancellation.

Refer to Rule 18.

**RULE 5. RESIDENCE AND LOCATION**

The proper rate schedules and rules are those effective in the city or town where the automobile is principally garaged. Motor vehicles used by salesmen or solicitors, or those with similar duties, requiring the operation of the motor vehicle in more than one rating territory in Massachusetts, shall be assigned to the territory determined by the place of principal garaging, or, if there is no specific city or town of principal garaging, then, by the residential address of the operator, or, if the residential address of the operator cannot be determined, then, by the Massachusetts business address of the operator. No adjustment of the premium shall be made by reason of a change in the place of principal garaging during the policy period unless such change is permanent.

Massachusetts registration is required of non-residents in accordance with reciprocal agreements with the various states as determined by the Registrar of Motor Vehicles.

Any motor vehicle owned by a non-resident of Massachusetts for which Massachusetts registration is required, regularly garaged inside the Commonwealth, shall be charged the rate for the territory in which the motor vehicle is principally garaged by such non-resident during the period of Massachusetts registration.

**RULE 6. OUT-OF-STATE GARAGING**

Any motor vehicle, whether owned by a resident or non-resident of Massachusetts for which Massachusetts registration is required, principally garaged outside of Massachusetts shall be written at limits of liability at least equal to the financial responsibility limits of the state of principal garaging, and shall be charged the rates for vehicles garaged in Territory 9.

**RULE 7. POLICY PERIOD**

- A. The insured shall have the option to purchase and the insurer shall not refuse to issue an annual motor vehicle policy or bond providing compulsory coverages containing any expiration date as the insured may elect. Insurers may offer such policies or bonds for a period of more than one year but not more than two years or may issue an extension of any existing policy or bond.
- B. Policies insuring individually owned motorcycles, trailers and other recreational-type vehicles shall, at the option of the insured, be issued for a period of less than one year with policy expiration to be coterminous with the registration. Endorsement M-0103-S, titled Non-Renewal of Policy (Motorcycles, Recreational Vehicles & Trailers), must be issued with the policy.

“Recreational-type vehicle” means a land motor vehicle subject to a motor vehicle registration which expires November 30 or December 31, and is principally used for vacation travel or leisure-time activity. Registration for motorcycles expires December 31. Registration for all other recreational vehicles expires November 30.

The premium for such policies shall be determined by applying the appropriate percentage to the annual rate based on policy inception date as shown in the table below.

Percentages for Short Term Policies				
		Date Interval*		Percent of Annual Rates
All Other		Motorcycle		
Dec.	1-31	Jan.	1-31	100
Jan.	1-31	Feb.	1-28	98
Feb.	1-28	Mar.	1-31	94
Mar.	1-31	Apr.	1-30	90
Apr.	1-30	May	1-31	88
May	1-31	Jun.	1-30	86
Jun.	1-30	Jul.	1-31	80
Jul.	1-15	Aug.	1-15	75
Jul.	16-31	Aug.	16-31	68
Aug.	1-15	Sep.	1-15	60
Aug.	16-31	Sep.	16-30	53
Sep.	1-15	Oct.	1-15	45
Sep.	16-30	Oct.	16-31	38
Oct.	1-15	Nov.	1-15	30
Oct.	16-31	Nov.	16-30	27
Nov.	1-15	Dec.	1-15	20
Nov.	16-30	Dec.	16-31	14

\*All dates inclusive

**RULE 8. CHANGES**

- A. All mid-term changes requiring adjustments of premium shall be computed pro rata based on the rates in effect on the policy inception date.
- B. **Minimum Premiums**
  - 1. If an outstanding policy is amended and results in a premium adjustment of less than \$5, such adjustment may be waived, or it may be made subject to a minimum adjustment of \$5 except that the actual return premium of less than \$5 shall be allowed at the request of the insured.
  - 2. A minimum premium of \$5 shall apply if an additional premium results because a coverage is added, or the limits of liability are increased, or a deductible is reduced, at the request of the insured during the policy period.
  - 3. If a return premium of less than \$5 results because a coverage is cancelled, or limits of liability are reduced, or a deductible is increased at the request of the insured, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.
  - 4. If the limits of liability are increased because of a change in the limits prescribed under any financial responsibility law, the additional premium charge shall be the actual difference in premium charges; if less than \$5, it may be charged or waived.

**RULE 9. MOTOR VEHICLE REGISTRATION CERTIFICATES**

The specific insurance certification requirements under the Massachusetts Compulsory Motor Vehicle Insurance Law are included in Section 1A of General Laws Chapter 90. Motor vehicles not subject to the Compulsory Law do not require insurance certification.

Every insurance carrier issuing a motor vehicle liability insurance policy covering a motor vehicle or trailer subject to the Compulsory Law must issue the prescribed Motor Vehicle Registration Certificate indicating a policy or binder has been issued covering such motor vehicle or trailer. No form or certificate shall be used other than that which is a part of the Massachusetts motor vehicle application for registration.

Certificates shall be executed in the name of the insurance carrier only by individuals authorized to sign in the prescribed Authorization To Sign Motor Vehicle Registration Certificates form filed with the Commissioner of Insurance.

Section 34 B of General Laws Chapter 90, G.L. provides penalties for unlawful use of the Motor Vehicle Registration Certificate.

## **RULE 10. CERTIFIED RISKS - FINANCIAL RESPONSIBILITY LAWS**

### **A. Application**

If a certificate of insurance is necessary to comply with the requirements of a financial responsibility Law of any state or province of Canada, the insurance company must issue evidence of financial responsibility upon request of the insured.

In the event that evidence of financial responsibility is required as the result of a motor vehicle violation, a policy affording Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) shall be construed to have the necessary limits of liability of the state or province.

**NOTE:** A charge shall be made for any filing required because of a motor vehicle accident.

In the event that a certificate of insurance for the future is required as the result of a conviction of a motor vehicle violation, the policy limits shall be increased to afford limits of liability not less than that required by the financial responsibility laws of the state or province requesting certification and premium shall be increased accordingly.

The filing of a financial responsibility certificate of insurance as the result of a conviction of a motor vehicle violation requires the following rate adjustment to be allocated evenly between the Part 4 and Part 5 premiums computed as follows:

#### **1. Owners**

- a. If an owner is required to file evidence of financial responsibility for owned automobiles and for the operation of automobiles which he does not own, the additional premium shall be computed by applying the applicable adjustment in Section B to the sum of the total of Parts 1, 2, 4 and 5 premium for the highest rated automobile owned by the insured and the total non-ownership liability premium, modified in accordance with any applicable rating plan.
- b. In all other cases, the additional premium shall be computed by applying the applicable adjustment in Section B to the total premium for Parts 1, 2, 4 and 5 for the highest rated automobile owned by the insured, modified in accordance with any applicable rating plan.

#### **2. Non-Owners**

- a. If the policy is written to insure a Named Operator or Named Non-Owner, the additional premium shall be computed by applying the applicable adjustment in Section B to the total bodily injury and property damage premium for the policy.
- b. If coverage is provided under a policy which has been extended to cover a named individual in accordance with the Use of Other Automobiles Rule (Rule 50), the additional premium shall be computed by applying the applicable adjustment to the (1) bodily injury rate for the highest rated automobile insured under the policy for the rating territory in which the named individual is located, or (2) if there is no automobile at such location, the rates for a Class 30 private passenger automobile for the territory in which the named individual is located.

## **B. Premium Adjustments**

1. A 50% premium adjustment is applicable if the certificate is required for a conviction listed below. This premium adjustment is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a 5% premium adjustment applies.
  - a. Driving a motor vehicle while intoxicated or under the influence of marijuana or a narcotic drug.
  - b. Failing to stop and report when involved in an accident.
  - c. Homicide or assault arising out of the operation of a motor vehicle.
2. A 25% premium adjustment is applicable if the certificate is required for a conviction listed below. This premium adjustment is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a 5% premium adjustment applies.
  - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results therefrom.
  - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results therefrom.
3. A 5% premium adjustment is applicable if the certificate is required for any other cause whatsoever.
4. Premium adjustments are to be applied to the final premium as developed for Parts 1, 2, 4 and 5.

## **RULE 11. PREMIUM CALCULATION RULE**

The following sequence shall be used in rating the policy. The manual rate includes any premium adjustment as may be necessary to increase, reduce or eliminate the deductible amount applicable to Parts 7, 8 and 9, or to apply Waiver of Deductible under Part 7.

1. Apply the appropriate rating factor under Rule 24 to the manual rate for Parts 7 and 9, if applicable.
2. Apply the appropriate rating factor under Rule 26 if applicable.
3. Apply the appropriate rating adjustment under Rule 48 to the rate for Parts 7, 8 or 9, if applicable.
4. Apply the appropriate discount to the premium developed in Step 2. Refer to Rule 19 for a definition of the available discounts.

Parts 1 through 9 and Part 12 may be subject to more than one discount. In such case, the order of discounts shall be (1) annual mileage, (2) multi-car, (3) passive restraint, (4) anti-theft, (5) multi-line, (6) good student, (7) loyalty, and (8) class 15. The discount shall be rounded to the nearest dollar after each application except for class 15. (Refer to Rule 19 for the application of a class 15 discount.)

5. Apply the appropriate merit rating plan percentage to the premium developed in step 4.

**NOTE:** A discount of the premiums paid for Parts 4 and 7 will be given to eligible policyholders who provide evidence of purchase of eleven monthly passes or tickets from a qualified public transit system during the policy period. Refer to Rule 19. The discount is applied to the premium developed in step 5.



## **RULE 12. WHOLE DOLLAR PREMIUM RULE**

The premium for each exposure shall be rounded at each step to the nearest whole dollar, separately for each coverage provided by the policy. This does not apply to Part 5, 20/40 limits and Part 6, \$5,000 limit where rates will be rounded to the penny.

A premium involving \$0.50 or more shall be rounded to the next whole dollar at the end of each step. This does not apply to Part 5, 20/40 limits and Part 6, \$5,000 limit where rates will be rounded to the penny.

This procedure shall apply to all interim premium adjustments, including endorsements or cancellations at the request of the insured. In the case of cancellation by the company, the return premium may be carried to the next higher whole dollar.

**NOTE:** The premium for "each exposure" means the premium developed for each coverage for each automobile after the application of all applicable discounts.

## **RULE 13. INSTALLMENT PAYMENT OF PREMIUMS**

All motor vehicle insurance policy premium charges are due and payable on the effective date of the policy, subject to the provisions of the Deposit Premium Rule (Rule 14), unless an installment payment plan is used.

## **RULE 14. DEPOSIT PREMIUM RULE**

A company, its producer or any broker may require deposit premium prior to the issuance of a policy provided the per vehicle deposit does not exceed 30% of the applicable annual premium for the insurance requested. If the applicant has been in default in the payment of any premium for automobile insurance or merit rating adjustment during the preceding 24 months, the entire policy premium charges are payable in advance.

## **RULE 15. EMPLOYERS SUBJECT TO MASSACHUSETTS WORKERS' COMPENSATION ACT**

Motor vehicles owned by an employer subject to the Massachusetts workers' compensation law not used at any time to transport persons other than employees of the named insured shall be eligible for a 25% reduction in the Personal Injury Protection premium otherwise applicable. A vehicle which qualifies for this reduction is not eligible for any Personal Injury Protection deductible. The policy covering a vehicle to which this reduction applies must be accompanied by the endorsement titled Restriction of Personal Injury Protection for Employers Subject to the Massachusetts Workers' Compensation Act, M-0063-S.

## **RULE 16. DEDUCTIBLES - PARTS 7, 8 and 9**

Deductibles, higher than the standard deductible, are available for Collision, Limited Collision and Comprehensive Coverages including Fire, Theft and Combined Additional Coverages. Refer to the Miscellaneous Rating Factors page for applicable factors.

## **RULE 17. SUBSTITUTE TRANSPORTATION**

The charges for this coverage are on a per vehicle/per year basis for automobiles and motorcycles. Refer to the Miscellaneous Rating Factors page for applicable limits and premiums.

## **RULE 18. TERMINATION OF INSURANCE**

### **A. Cancellations**

The following provisions apply when a policy is cancelled:

1. If a policy is cancelled by the company or insured at any time, the return premium shall be computed pro rata. "Policy" in this instance includes the copy of the Coverage Selections Page.
2. **Theft of Vehicle or Plates**
  - a. If the insured automobile is stolen or destroyed (total or constructive total loss) and cancellation is requested by the insured within thirty days following the date the automobile is stolen or destroyed, the return premium for all coverages (including the premium for the coverages under which loss was paid) shall be calculated on a pro rata basis from the day following the date of such loss.
  - b. If the insured registration plates are stolen or destroyed, a lost plate affidavit is to be issued to the Registry of Motor Vehicles canceling only coverage with respect to such plates effective the day following the date of such loss, and the policy shall continue to provide coverage with respect to any replacement plates.
  - c. If the insured files a lost plate affidavit with the Registry of Motor Vehicles, the company may cancel the policy.
3. Except as otherwise provided by law, no cancellation of the policy, or any of its parts, whether by the company or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party at least twenty days in each case prior to the intended effective date thereof. Notice of cancellation sent by the company to the insured and the loss payee at the addresses stated in the policy by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service, shall be a sufficient notice and that an affidavit of any officer, producer, or employee of the company, duly authorized for the purpose that he has so sent such addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. When the cancellation becomes effective, the company shall electronically transmit the pertinent data to the Registry of Motor Vehicles in the manner prescribed by the Uninsured Motorists System (UMS). The written notice to the insured shall specify the reason or reasons for cancellation. If the reason for cancellation is non-payment of premium, the Notice of Cancellation shall state the amount of deficiency of the premium owed to the company including late pay fees or financing fees for all the insurance provided and shall state in substance that the cancellation will not be effective if the insured pays the full amount of such deficiency on or prior to the effective date of the cancellation. If a cancellation of the policy results in a return premium of less than \$5.00, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.

No policy in effect prior to a rate level revision shall be endorsed or cancelled and rewritten to take advantage of such a revision or to avoid the application of such a revision.

### **B. Sale or Transfer of Motor Vehicle, Surrender of Registration Plates, or Filing of a New Certificate**

The policy shall terminate upon:

1. The sale or transfer of title by the owner of the motor vehicle or trailer thirty (30) days after the transfer unless the owner has registered a replacement motor vehicle.
2. The surrender to the Registry of Motor Vehicles of the registration plates issued to the owner of the motor vehicle by the Registrar of Motor Vehicles under Chapter 90, with a written statement, in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.
3. The filing with the Registry a certificate of insurance of another company as of the effective date of such certificate.  
NOTE: If more than one motor vehicle or trailer is described in the policy, the termination of coverage applies only to the motor vehicle or trailer involved in one of the situations described above.

**C. Reinstatement**

If a policy has been cancelled by an insurance company, and such policy is later reinstated by the Board of Appeal on Motor Vehicle Liability Policies and Bonds or by a court of competent jurisdiction, the premium charge for the unexpired term of the policy shall be calculated pro rata on the premium applicable to the policy when originally issued.

**D. Plates Returned Receipt**

In the event that a policy has been terminated by (a) sale or transfer of the motor vehicle, or (b) surrender of the registration plates by the owner of the motor vehicle with a written statement in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer, a receipt from the Registry of Motor Vehicles stating that the registration plates have been surrendered must be furnished to the insurance company.

**E. Leased Vehicles Under Long Term Contract**

In the event a policy on a leased vehicle under a long-term contract is cancelled, the cancellation notice is to be issued in the name of the person or organization to whom the policy was issued. A copy of the cancellation notice must be sent to the owner/registrant also, if it is other than the person to whom the policy was issued.

Upon the intended effective date of cancellation, a notice issued in the name of the actual owner/registrant must be electronically transmitted to the Registry by the company.

**F. Instructions For Use of the Pro Rata Table**

1. Express the date of cancellation by year and decimal part of a year by combining the calendar year with the decimal appearing opposite the month and day in the Pro Rata Table, e.g., March 7, 2007, is designated as 2007.181.
2. In like manner express the effective date of the policy by year and decimal part of a year and subtract from the cancellation date.
3. The difference, in the case of one year policies, represents the percentage of the annual premium which is to be retained by the carrier.

Examples:

Cancellation date September 22, 2007	2007.726
Effective date July 6, 2007	<u>2007.512</u>
	.214

Earned premium for one year policy term will therefore be .214 times the annual premium.

Cancellation date March 7, 2007	2007.181
Effective date December 15, 2006	<u>2006.956</u>
	.225

Earned premium for one year policy term will therefore be .225 times the annual premium.

**NOTE:** As it is not customary to charge for the extra day (February 29) which occurs one year in every four years, this table shall also be used for each such year.

The following additional provisions apply to policies with policy terms in excess of 12 months:

- a. If a policy written for a two year term is cancelled after twelve months, but less than twenty-four months, the earned premium shall be the first twelve months' premium plus the pro rata share of the annual premium for the second twelve months.
- b. If a policy written for a term in excess of one year, but less than two years, is cancelled after the first twelve months, the earned premium shall be computed on a pro rata basis in the following manner.

Example: 18 month policy term

No. of days in policy term	547
No. of days in effect	425

$425 \div 547 = .777$  pro rata factor  
.777 x total premium = earned premium

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

PRO RATA TABLE

January			February			March			April			May			June		
Day Of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	.003	1	32	.088	1	60	.164	1	91	.249	1	121	.332	1	152	.416
2	2	.005	2	33	.090	2	61	.167	2	92	.252	2	122	.334	2	153	.419
3	3	.008	3	34	.093	3	62	.170	3	93	.255	3	123	.337	3	154	.422
4	4	.011	4	35	.096	4	63	.173	4	94	.258	4	124	.340	4	155	.425
5	5	.014	5	36	.099	5	64	.175	5	95	.260	5	125	.342	5	156	.427
6	6	.016	6	37	.101	6	65	.178	6	96	.263	6	126	.345	6	157	.430
7	7	.019	7	38	.104	7	66	.181	7	97	.266	7	127	.348	7	158	.433
8	8	.022	8	39	.107	8	67	.184	8	98	.268	8	128	.351	8	159	.436
9	9	.025	9	40	.110	9	68	.186	9	99	.271	9	129	.353	9	160	.438
10	10	.027	10	41	.112	10	69	.189	10	100	.274	10	130	.356	10	161	.441
11	11	.030	11	42	.115	11	70	.192	11	101	.277	11	131	.359	11	162	.444
12	12	.033	12	43	.118	12	71	.195	12	102	.279	12	132	.362	12	163	.447
13	13	.036	13	44	.121	13	72	.197	13	103	.282	13	133	.364	13	164	.449
14	14	.038	14	45	.123	14	73	.200	14	104	.285	14	134	.367	14	165	.452
15	15	.041	15	46	.126	15	74	.203	15	105	.288	15	135	.370	15	166	.455
16	16	.044	16	47	.129	16	75	.205	16	106	.290	16	136	.373	16	167	.458
17	17	.047	17	48	.132	17	76	.208	17	107	.293	17	137	.375	17	168	.460
18	18	.049	18	49	.134	18	77	.211	18	108	.296	18	138	.378	18	169	.463
19	19	.052	19	50	.137	19	78	.214	19	109	.299	19	139	.381	19	170	.466
20	20	.055	20	51	.140	20	79	.216	20	110	.301	20	140	.384	20	171	.468
21	21	.058	21	52	.142	21	80	.219	21	111	.304	21	141	.386	21	172	.471
22	22	.060	22	53	.145	22	81	.222	22	112	.307	22	142	.389	22	173	.474
23	23	.063	23	54	.148	23	82	.225	23	113	.310	23	143	.392	23	174	.477
24	24	.066	24	55	.151	24	83	.227	24	114	.312	24	144	.395	24	175	.479
25	25	.068	25	56	.153	25	84	.230	25	115	.315	25	145	.397	25	176	.482
26	26	.071	26	57	.156	26	85	.233	26	116	.318	26	146	.400	26	177	.485
27	27	.074	27	58	.159	27	86	.236	27	117	.321	27	147	.403	27	178	.488
28	28	.077	28	59	.162	28	87	.238	28	118	.323	28	148	.405	28	179	.490
29	29	.079				29	88	.241	29	119	.326	29	149	.408	29	180	.493
30	30	.082				30	89	.244	30	120	.329	30	150	.411	30	181	.496
31	31	.085				31	90	.247				31	151	.414			
July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	.499	1	213	.584	1	244	.668	1	274	.751	1	305	.836	1	335	.918
2	183	.501	2	214	.586	2	245	.671	2	275	.753	2	306	.838	2	336	.921
3	184	.504	3	215	.589	3	246	.674	3	276	.756	3	307	.841	3	337	.923
4	185	.507	4	216	.592	4	247	.677	4	277	.759	4	308	.844	4	338	.926
5	186	.510	5	217	.595	5	248	.679	5	278	.762	5	309	.847	5	339	.929
6	187	.512	6	218	.597	6	249	.682	6	279	.764	6	310	.849	6	340	.932
7	188	.515	7	219	.600	7	250	.685	7	280	.767	7	311	.852	7	341	.934
8	189	.518	8	220	.603	8	251	.688	8	281	.770	8	312	.855	8	342	.937
9	190	.521	9	221	.605	9	252	.690	9	282	.773	9	313	.858	9	343	.940
10	191	.523	10	222	.608	10	253	.693	10	283	.775	10	314	.860	10	344	.942
11	192	.526	11	223	.611	11	254	.696	11	284	.778	11	315	.863	11	345	.945
12	193	.529	12	224	.614	12	255	.699	12	285	.781	12	316	.866	12	346	.948
13	194	.532	13	225	.616	13	256	.701	13	286	.784	13	317	.868	13	347	.951
14	195	.534	14	226	.619	14	257	.704	14	287	.786	14	318	.871	14	348	.953
15	196	.537	15	227	.622	15	258	.707	15	288	.789	15	319	.874	15	349	.956
16	197	.540	16	228	.625	16	259	.710	16	289	.792	16	320	.877	16	350	.959
17	198	.542	17	229	.627	17	260	.712	17	290	.795	17	321	.879	17	351	.962
18	199	.545	18	230	.630	18	261	.715	18	291	.797	18	322	.882	18	352	.964
19	200	.548	19	231	.633	19	262	.718	19	292	.800	19	323	.885	19	353	.967
20	201	.551	20	232	.636	20	263	.721	20	293	.803	20	324	.888	20	354	.970
21	202	.553	21	233	.638	21	264	.723	21	294	.805	21	325	.890	21	355	.973
22	203	.556	22	234	.641	22	265	.726	22	295	.808	22	326	.893	22	356	.975
23	204	.559	23	235	.644	23	266	.729	23	296	.811	23	327	.896	23	357	.978
24	205	.562	24	236	.647	24	267	.732	24	297	.814	24	328	.899	24	358	.981
25	206	.564	25	237	.649	25	268	.734	25	298	.816	25	329	.901	25	359	.984
26	207	.567	26	238	.652	26	269	.737	26	299	.819	26	330	.904	26	360	.986
27	208	.570	27	239	.655	27	270	.740	27	300	.822	27	331	.907	27	361	.989
28	209	.573	28	240	.658	28	271	.742	28	301	.825	28	332	.910	28	362	.992
29	210	.575	29	241	.660	29	272	.745	29	302	.827	29	333	.912	29	363	.995
30	211	.578	30	242	.663	30	273	.748	30	303	.830	30	334	.915	30	364	.997
31	212	.581	31	243	.666				31	304	.833				31	365	1.00

**\*RULE 19. DISCOUNTS**

**A. Multi-Car**

A policyholder who owns two or more automobiles and purchases coverage from the same company for at least two such automobiles, shall be entitled to a reduction of the premium applicable to Coverage Parts 1, 2, 4, 5, 7, 8 and 9. At least two of the automobiles must be private passenger vehicles as defined in Rule 27, except that vehicles classified as antiques are not eligible. The premium reduction applies only to private passenger vehicles as defined in Rule 27. Refer to Miscellaneous Rating Factors page for applicable discount.

**B. Public Transit**

A discount of the premiums paid for Part 4 and Part 7 coverages will be given to eligible policyholders who provide evidence of purchase of eleven monthly passes or tickets from a qualifying mass transit system during the automobile policy period. Refer to the Miscellaneous Rating Factors page for the applicable discount.

**1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27 and be classified as use class 10, 15, 17, 18, 20, 21, 25 or 26 for a minimum of eleven or twelve months of the policy year. In addition, the vehicle must not be driven to work or school ten days or more per month. A minimum of eight of the eleven monthly passes or tickets may be submitted, provided other evidence of purchase is submitted for the missing passes or tickets. The insurer shall collect all such passes and other evidence used by a policyholder to obtain the discount.

**NOTE:** If a policyholder purchases a pre-paid non-refundable annual pass and furnishes proof of such purchase, the discount will be applied to the current policy rather than the expiring policy.

**2. Replaced Vehicles**

The discount will be computed on the basis of combined earned premium for Parts 4 and 7 provided the replacement vehicle otherwise qualifies for the discount. If the insured changes insurance companies and replaces the vehicle at the same time, the second company will be responsible for the discount provided the policy has been in effect six months or more.

**3. Application of Discount**

A discount will be applied to Part 4 and 7 premiums for each eligible vehicle. If there is only one eligible operator with more than one vehicle, the discount will be applied to the vehicle with the higher combined premium. If the policy insures only one vehicle, but there are two or more eligible operators, the discount shall be applied only once. If two or more vehicles and operators are eligible for discount, the discount shall first be applied to the vehicle which develops the highest combined premium for Parts 4 and 7, and then in descending order to the vehicle with the lowest combined premium.

This discount is fully earned and returnable directly to the policyholder unless the policyholder directs that the discount be applied as a credit to premium charges for a renewal policy or it is used to offset undisputed outstanding premium due the insurer. The maximum discount per eligible vehicle is \$75.

**4. Qualifying Massachusetts Transit Systems**

Refer to the Rate Section for a list of approved public transit systems.

**5. The public transit discount shall be applied to the final premium as previously calculated and as previously adjusted by the applicable merit rating adjustment, including class 15.**

**C. Anti-Theft Device**

Refer to Anti-Theft Devices Standards and Discounts Rule 54.

**D. Class 15**

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. If the principal operator becomes age 65 during the policy year, the class 10 premium must be adjusted as of that date. The premium adjustment shall be credited to the policyholder on that date unless that date is within sixty days of the expiration date of the policy, in which case the adjustment may be credited to the renewal policy. A notice of this classification change must be sent to the policyholder either prior to or with the proposed adjustment. The policyholder is required to notify the company of any change in operator usage which would affect entitlement to the discount. The discount will be calculated as follows; compute 75% of the class 10 rate for each part and display the exact dollar and cents results for each part.

The 25% discount is applied to the final premium for each part after all other discounts and rating factors have been completed. It is the last step in the rating process prior to the application of the merit rating adjustment.

**E. Annual Mileage Discount**

A discount of the premium paid for Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12 will be given to eligible policyholders on request, when the annual mileage of the vehicle falls into one of two categories. The discount will be based on the actual mileage driven in the previous policy year as determined by a comparison of two odometer readings, at least six months apart, from Registry of Motor Vehicle information or the Annual Mileage Discount Form and other standard automobile insurance forms available to the company. Refer to the Miscellaneous Rating Factors page for the applicable categories and discounts.

**1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as Antiques are not eligible. The company may request that the applicant for the discount complete the Annual Mileage Discount Form for the verification of eligibility for the discount.

**2. Verification**

The company may use the odometer readings provided by the applicant on the Annual Mileage Discount Form or other standard forms available to the company, in order to verify the mileage driven in the past year. The company shall compute the annualized difference between the odometer reading at the time of application and the previous odometer reading to determine eligibility. If a vehicle replaces a vehicle which is receiving the discount, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

The company may use information from the Vehicle Inspection System of the Registry of Motor Vehicles to verify annual mileage. The difference in the two most recent odometer readings reported by the Registry, if at least six months apart, shall be annualized to determine eligibility for the discount. If the Registry reports only one reading, which is more than six months before the application for the discount, the applicant may provide a current odometer reading on the Annual Mileage Discount Form, and the difference shall be annualized to determine eligibility.

If two odometer readings, at least six months apart, are not available to the company through the Registry of Motor Vehicles, the Annual Mileage Discount Form or other standard forms, the vehicle is not eligible for the annual mileage discount.

**3. Application of Discount**

The applicable discount applies to rates otherwise determined for each insured vehicle by coverage, limits purchased, territory, driver class, and model year and symbol prior to the application of merit rating adjustment.

**F. Passive Restraint Discount**

A 25% discount will apply to the premium paid for Parts 2, 3, 6 and 12 if will be given to eligible policyholders for qualifying vehicles which contain at least one of the following occupant safety features; an airbag installed for either the driver's seating position or both front outboard designated seating positions or an automatic seatbelt installed for either the driver's seating positions or both front outboard designated seating positions.

**G. Advanced Driver Training**

[Reserved]

**H. Multi-Line Discount**

A discount shall apply, in accordance with the table below, if a policyholder also has a homeowners and/or qualifying Amica Life Insurance policy(ies). A qualifying Amica Life Insurance policy is an active individual term life policy, an active individual whole life policy, or an active individual universal life policy within the policyholder's account that is owned by the named insured or a related household member.

- a. Only the largest single discount shall apply regardless of the number of Homeowners policies in force.
- b. A qualifying Amica Life Insurance policy may be associated with only one policyholder in a given household.
- c. The discount shall apply to Parts 1, 2, 4, 5, 6, 7, 8, and 9.

	No Amica Life Policies	1 Amica Life Policy	2+ Amica Life Policies
Auto only	0%	4%	7%
Auto & HO-1, 2, 3, 5, 9	5%	7%	10%
Auto & HO-6	3%	5%	8%
Auto & HO-4	2%	5%	8%

**I. Good Student**

The applicable Good Student discount applies provided 1. the owner or operator is Rate Class 17, 18, 20, 21, 25, or 26 and a full time high school, college or university student, 2. a certified statement from a school official is presented to the Company on each anniversary date of the policy indicating that the student has met one of the following requirements during the immediately preceding school semester: (a) is in the upper 20% of his/her class scholastically, or (b) maintains a "B" average, or its equivalent. If the letter grading system can not be averaged then no grade can be below "B.", (c) when in a school maintaining a numerical grade, must have at least a 3 in a 4, 3, 2, 1 point system or its equivalent, (d) in addition to the prior semester records, allow the Annual GPA as an additional qualifier of good student status; this may be obtained by averaging GPAs of the (2) preceding semesters, (e) student is included in a "Dean's List," "Honor Roll" or comparable list indicating scholastic achievement. A change resulting from a change in the scholastic standing of the student can not be effected between anniversary dates of the policy. Refer to Miscellaneous Rating Factors page for applicable discount.

**J. Loyalty**

A discount based on the number of years an insured has consecutively held an automobile policy with Amica will be applied to Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, and 12. Insureds that are not presently insured with Amica but have been consecutively insured for a period of not less than three years with the same insurer or insurer group and have not been cancelled or non-renewed will be eligible for a 3% discount. Refer to the Miscellaneous Rating Factors page for applicable discount.



**Rule 20. MODEL YEAR RATING**

**A. Model Year Defined**

The model year of an auto is used in rating physical damage coverage on an actual cash value basis.

The model year of the auto is the year assigned by the auto manufacturer. The model year of rebuilt or structurally altered autos is determined by the model year of the chassis.

**B. Rating of Model Years Not Shown on Rate Pages**

1. When model year is used in rating and the relativities for a model year are not displayed in the Rate Pages, multiply the appropriate symbol factor for the latest model year displayed by the factors displayed in the table below:

<b>Model Year to be Rated</b>	<b>Model Year/Symbol Factors</b>
Latest Model Year Displayed + 1 year	1.05
Latest Model Year Displayed + 2 years	1.10
Latest Model Year Displayed + 3 years	1.16

**Rule 21. FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE**

**A. Actual Cash Value**

Refer to Miscellaneous Rating Factors Section for the applicable rating factors.

**B. Stated Amount**

Refer to Miscellaneous Rating Factors Section for the applicable rating factors.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Rule 22. NON-SYMBOLLED VEHICLES AND RATING VEHICLES FOR WHICH SYMBOLS ARE NOT SHOWN ON THE RATE PAGES**

**A. Non-Symbolled Vehicles**

1. For rating of newly announced models for which no symbol is shown, use the symbol of the latest corresponding model which is shown until announcement is made.
2. For rating of other vehicles which have no prior corresponding model, determine the appropriate symbol based on the FOB List Price or Purchase Price, whichever is higher, from the following table.

Symbol	Model Years 1980 & Prior	Model Years 1981-1989	Model Years 1990 -2010	Symbol	Model Years 2011 and Later	Symbol	Model Years 2011 and Later
1	0- 1600	0- 1600	0- 6500	1	1-3,000	41	35,001-36,000
2	1601- 2100	1601- 2100	6501- 8000	2	3,001-5,500	42	36,001-37,000
3	2101- 2750	2101- 2750	8001- 9000	3	5,501-8,000	43	37,001-38,000
4	2751- 3700	2751- 3700	9001-10000	4	8,001-9,000	44	38,001-39,000
5	3701- 5000	3701- 5000	10001-11250	5	9,001-10,000	45	39,001-40,000
6	5001- 6500	5001- 6500	11251-12500	6	10,001-11,000	46	40,001-41,250
7	6501- 8000	6501- 8000	12501-13750	7	11,001-12,000	47	41,251-42,500
8	8001-10000	8001-10000	13751-15000	8	12,001-13000	48	42,501-43,750
10	10001-12500	10001-12500	15001-16250	10	13,001-14000	49	43,751-45,000
11	12501-15000	12501-15000	16251-17500	11	14,001-15000	50	45,001-46,250
12	15001-17500	15001-17500	17501-18750	12	15,001-15,625	51	46,251-47,500
13	17501-20000	17501-20000	18751-20000	13	15,626-16,250	52	47,501-48,750
14	20001 & above	20001-24000	20001-22000	14	16,251-16,875	53	48,751-50,000
15		24001-28000	22001-24000	15	16,876-17,500	54	50,001-52,500
16		28001-33000	24001-26000	16	17,501-18,125	55	52,501-55,000
17		33001-39000	26001-28000	17	18,126-18,750	56	55,001-57,500
18		39001-46000	28001-30000	18	18,751-19,375	57	57,501-60,000
19		46001-55000	30001-33000	19	19,376-20,000	58	60,001-65,000
20		55001-65000	33001-36000	20	20,001-20,625	59	65,001-70,000
21		65001 & above	36001-40000	21	20,626-21,250	60	70,001-75,000
22			40001-45000	22	21,251-21,875	61	75,001-80,000
23			45001-50000	23	21,876-22,500	62	80,001-85,000
24			50001-60000	24	22,501-23,125	63	85,001-90,000
25			60001-70000	25	23,126-23,750	64	90,001-95,000
26			70001-80000	26	23,751-24,375	65	95,001-100,000
27			80001 & above	27	24,376-25,000	66	100,001-110,000
				28	25,001-25,625	67	110,001-120,000
				29	25,626-26,250	68	120,001-130,000
				30	26,251-26,875	69	130,001-140,000
				31	26,876-27,500	70	140,001-150,000
				32	27,501-28,125		
				33	28,126-28,750	71	Rating Symbol *
				34	28,751-29,375	72	Rating Symbol *
				35	29,376-30,000	73	Rating Symbol *
				36	30,001-31,000	74	Rating Symbol *
				37	31,001-32,000	75	Rating Symbol *
				38	32,001-33,000		
				39	33,001-34,000		
				40	34,001-35,000	98	150,001 & above**

\* These symbols have no corresponding price ranges and will therefore not be used to determine a vehicle's Price New Symbol. Vehicles can only be assigned these rating symbols via experience-based modification.

\*\* Vehicles assigned Symbol 98 will be priced according to Rule 22.

**3. Stated or Agreed Amount**

If an automobile is appraised for stated or agreed amount coverage, the appraised value must be used to determine the symbol.

For model years 1980 and prior, with values of \$20,001 and above, the auto must be rated on a Stated Amount Basis in accordance with Rule 41. The insurer has the option to waive the requirement of obtaining an appraisal as required under Rule 41.

**4. Equipment: Vans and Pick-ups**

Except with respect to the coverage provided under Rule 47 for custom furnishings or custom equipment, the cost of any equipment installed in or upon a pick-up or van shall be added to the FOB List Price, Purchase Price or Appraisal Value in determining the applicable symbol.

**B. 2011 and Later Model Years – Symbol 98 Vehicles**

Develop the base rates for Symbol 98 Vehicles as follows:

1. Comprehensive
  - a. Increase the factor for Symbol 70 by +0.74 for each \$10,000 or fraction of \$10,000 above \$150,000 of Original Cost; and
  - b. Apply this factor to the applicable model year Symbol 11 rate, calculated by multiplying the base rate by the Symbol 11 factor.
2. Collision
  - a. Increase the factor for Symbol 70 by +0.35 for each \$10,000 or fraction of \$10,000 above \$150,000 of Original Cost; and
  - b. Apply this factor to the applicable model year Symbol 11 rate, calculated by multiplying the base rate by the Symbol 11 factor.

**C. 1990-2010 Model Years – Symbol 27 Vehicles**

Determine the actual cash value premium for Symbol 27 vehicles by:

- a) Dividing the factor for Symbol 26 by the factor for Symbol 17 and then by increasing the resulting factor by +.15 for each \$10,000 or portion of \$10,000 above \$80,000 of the FOB List Price or Purchase Price, whichever is higher.
- b) Applying this factor to the Symbol 17 factor, then multiplying by the base rate for the appropriate territory, class, and model year and then rated in accordance with Rule 11.

**RULE 23. HIGH-THEFT VEHICLES**

For certain model years, some makes and models are considered high-theft vehicles. These vehicles are identified as such in the Symbol and Identification Section of this Manual.

Any person who acquires ownership of a high-theft vehicle must have a Category III, Category IV or Category V anti-theft device or vehicle recovery system installed in the vehicle, otherwise the company may, at its option, charge an extra-risk rate, decline coverage, or cancel existing coverage.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**New Business Rule**

Any high-theft vehicle listed on a New Business Application which does not have an appropriate anti-theft device or vehicle recovery system shall be written at the extra-risk rate. If an appropriate device is installed within thirty days of the policy effective date, the extra-risk premium will be waived and the anti-theft discount will be allowed retroactive to policy inception. If an appropriate device is not installed within thirty days of policy inception, the company, at its election, may cancel Collision and Comprehensive or continue such coverage at the extra-risk rate.

A category III, IV, or V device installed more than thirty days after the policy effective date qualifies for the applicable discount, but the discount shall be calculated pro-rata from the date of installation. Any premium charged for an extra-risk rate shall be earned on a pro-rata basis.

**RULE 24. EXTRA-RISK RATING (COLLISION AND COMPREHENSIVE)**

The following circumstances require the application of the extra-risk rate if the company elects to write the coverage and the insurance to be provided is on a vehicle:

1. customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto insurance related fraud, or auto theft.
2. customarily driven or owned by persons who have within the last three years, been convicted of any category of driving under the influence of alcohol or drugs.
3. customarily driven by or owned by persons who, within three years preceding the effective date of the policy, have been involved in four or more at-fault auto accidents. An at-fault auto accident is one in which the owner or any person who customarily drives the auto was more than 50% at fault.
4. designated as a "high-theft vehicle" which does not have at least a minimum anti-theft or auto recovery device as prescribed by the Commissioner of Insurance. (Refer to Rule 23.)
5. customarily driven by or owned by persons who have two or more total auto theft or fire insurance claims within the three years immediately preceding the effective date of the policy.
6. customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making claim under Collision or Comprehensive coverage.
7. for which a salvage title has been issued by the Registrar of Motor Vehicles unless a new certificate of title has been issued in accordance with Massachusetts law. (Coverage cannot be written on a vehicle which has been issued a salvage title.)

The factors for the extra-risk rate are applied to the manual rate as follows:

	Collision	Comprehensive
Vehicular Homicide	1.5	1.0
Auto Insurance Related Fraud	1.5	1.5
Auto Theft	1.5	1.5
Driving Under the Influence of Alcohol or Drugs	1.1	1.0
Four or More At-Fault Accidents	1.1	1.0
High-Theft Vehicle	1.0	1.5
Two or More Total Fire or Total Theft Losses	1.0	1.5
Material Misrepresentation	1.5 (1.2)	1.5 (1.2)
Salvage Title	Coverage not available	

**NOTE:** For the first instance of a material misrepresentation in the application for insurance, the lower indicated factor may be used, at the option of the company.

**Application of Factors**

**A. Single Vehicle Policies**

Where more than one category applies to the same operator or vehicle, the highest applicable factor shall be used respectively for Collision and Comprehensive. For example, if a listed operator is convicted of vehicular homicide and also has a high-theft vehicle, the factor for both Collision and Comprehensive is 1.5. The factors do not compound. In cases where separate policies are issued by the same insurer to the common owner of two or more vehicles, the highest applicable factors for Collision and Comprehensive shall be assigned to the vehicle with the highest premium for Collision and Comprehensive respectively. For each subsequent vehicle, the next highest applicable factor shall be assigned to the next highest premium for Collision and Comprehensive respectively, etc. If one or more of the extra-risk categories of insurance fraud, auto theft or material misrepresentation apply to such common owner, the applicable factor shall be used for both Collision and Comprehensive for each insured vehicle.

**B. Multi-Vehicle Policies**

The highest applicable factors for Collision and Comprehensive shall be assigned to the vehicle with the highest premium for Collision and Comprehensive respectively. Each subsequent vehicle shall be assigned the next highest applicable factor and so forth. If one or more of the extra-risk categories of insurance fraud, auto theft or material misrepresentation apply to the insured owner, the applicable factor shall be used for both Collision and Comprehensive for each insured vehicle.

**RULE 25. VEHICLE SERIES RATING**

Vehicle Series Rating (VSR) is a program applied by the Insurance Services Office (ISO) to adjust the Price New Symbols of vehicles to increase or decrease the symbol due to loss experience reflecting crash damage, ease of repair, cost of repair parts, and theft for the particular vehicle, resulting in the Rating Symbol. The Rating Symbol is used to determine a vehicle's premium for Collision, Limited Collision and Comprehensive coverage.

The VSR program reviews the symbol assignments for all vehicle series five times: when the model year is introduced and in each of the next four annual VSR review years. The symbol for a particular series may be upsymbolled, downsymbolled, or may remain the same.

Reassignment of symbols shall be effective with 2006 and subsequent model year vehicles and may only be applied at policy issuance or renewal. A policy shall not be changed mid-term solely due to a change in symbol assignment based on symbol review.

**RULE 26. ADDITIONAL RATING FACTORS**

**DRIVING EXPERIENCE FACTOR**

The premium for each coverage is determined by applying the Driving Experience factor from the table below to Parts 1, 2, 4, 5, 6, 7, 8, and 9.

Years		Coverages	Coverages
Driving Experience		1,2,4,7	5,6,8,9
No valid US or Canadian License		Factor	Factor
	Range 7	1.095	1.04
0-2	Range 1	1.00	1.00
3-5	Range 2	1.00	1.00
6-9	Range 3	1.095	1.04
10-19	Range 4	1.00	1.00
20-49	Range 5	0.95	0.95
50-59	Range 6	1.00	1.00
60+	Range 7	1.095	1.04

**LIMIT/VEHICLES FACTOR**

Determine if the vehicle qualifies for a multi-car discount. Determine the Each Person Bodily Injury Liability Limit for the vehicle. The premium for each coverage is determined by applying the Limit/Vehicles factor for the appropriate Each Person Bodily Injury Liability Limit and single/multi-car status from the tables below to Parts 1, 2, 3, 4, 5, 6, 7, 9, and 12. For vehicles without liability coverage, a factor of 1.00 should be used for Parts 1, 2, 3, 4, 5, 6, 7, 9, and 12.

**Vehicles Not Qualifying For the Multi-Car Discount**

SELECTED BI EP Limit	PART								
	1	2	3	4	5	6	7	9	12
20	1.10	1.10	1.10	1.10	1.10	1.10	1.00	1.10	1.10
25-50	1.07	1.00	1.00	1.00	1.07	1.00	1.00	1.00	1.00
100-1000	0.98	.98	.98	.98	.98	.98	.98	.98	.98

**Vehicles Qualifying For the Multi-Car Discount**

SELECTED BI EP Limit	PART								
	1	2	3	4	5	6	7	9	12
20	1.10	1.10	1.10	1.10	1.10	1.10	1.00	1.10	1.10
25-50	1.07	1.00	1.00	1.00	1.07	1.00	.98	.98	1.00
100-1000	0.98	.98	.98	.98	.98	.98	.98	.98	.98

**SECTION II - PRIVATE PASSENGER AUTOMOBILES**

**RULE 27. PRIVATE PASSENGER DEFINITION**

- A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others. A vehicle which meets the conditions of Rule 31, regarding the transportation of fellow employees, students or others for consideration, is included in this definition, provided such vehicle is not registered for carrying passengers for hire.
- B. A motor vehicle that is a pick-up or van, that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and
  - 1. has a gross vehicle weight rating of less than 10,000 pounds or has a rating symbol assigned to it by the Insurance Services Office (ISO), and
  - 2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.
- C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

- D. At the option of the company, an eligible vehicle under this rule whose title has been transferred to a trust may be written under the Massachusetts Automobile Insurance Policy, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

If a motor vehicle is leased as described in the foregoing paragraphs, and the lessee is obtaining the insurance, the policy must be issued to the lessee as named insured and Endorsement M-0070-S, "Coverage For Anyone Renting An Auto To You," must be attached to the policy.

### **RULE 28. PRIVATE PASSENGER CLASSIFICATIONS**

#### **A. Operator Classes**

- 10 Experienced Operator.** The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more.** The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years.** The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years.** The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 21 Inexperienced Occasional Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is not the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 25 Inexperienced Principal Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has completed a Satisfactory Driver Training Program.
- 26 Inexperienced Occasional Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, has completed a Satisfactory Driver Training Program, and is not the principal operator of the automobile.
- 30 Business Use.** The operator has been licensed at least six years and the automobile is used in the occupation, profession, or business of the insured. Going to or from the principal place of the occupation, profession or business of the insured is not considered business use.

**B. Operators**

All operators of the insured automobiles must be listed on the Coverage Selections Page of the Policy. An operator is a person who has an operator's license, but does not include a person who has only a learner's permit.

**1. Assignment of Operators to Automobiles**

a. Each operator listed on the policy shall be assigned to an automobile on the policy based on the operator's class and merit rating in a manner which produces the highest Combined Premium (the sum of the premium for Parts 1, 2, 4, 5, 7, 8, and 9 for the operator's class and the operator's merit rating plan points) for each automobile. The operators shall be assigned in order of the highest Combined Premium applied to the automobile with highest Base Premium (the automobile's Class 10 premium for Parts 1, 2, 4, 5, 7, 8, and 9) until all operators are assigned to an automobile, except that:

i. If an inexperienced operator is the principal operator of a specific automobile, the automobile shall be rated with the appropriate inexperienced principal operator class and merit rating of that operator;

ii. If an operator age 65 or over is the principal operator of a specific automobile and all operators listed on the policy have been licensed at least six years, the automobile shall be rated as Class 15 and that operator's merit rating shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the merit rating of the Class 15 operators shall be applied in the manner which produces the highest Combined Premium.

iii. If an operator's class and merit rating are rated on an automobile covered by another Massachusetts private passenger insurance policy, that operator shall be deferred from rating on the policy (Deferred Operator). If all operators listed on a policy are Deferred Operators, the operator producing the lowest Combined Premium shall be assigned to the automobile(s).

iv. If only one operator is listed on the policy, all automobiles on the policy will be assigned the same principal operator classification and merit rating.

v. If each listed operator has been used in rating an automobile on the policy, any remaining automobiles shall be assigned the operator class and merit rating which produces the lowest Combined Premium, unless the automobile is subject to rating as Class 30.

vi. If more than one operator is listed on the policy, an operator cannot be assigned as the principal operator of more than one automobile on the policy until the other operators (except Deferred Operators) are assigned to an automobile.

An operator is a Deferred Operator if that operator's classification and merit rating plan adjustment are assigned to and rated on another automobile covered by another Massachusetts private passenger automobile insurance policy.

b. The assignment of operators to automobiles applies regardless of the number of policies or insurers involved.

c. An inexperienced operator in active military service with the Armed Forces of the United States of America shall not be considered an operator of the automobile unless such individual customarily operates the automobile.

d. Private passenger automobiles owned by clergy are to be classified as Class 10 or 15 unless (a) Class 30 is required due to business use other than in connection with church use or (b) an inexperienced operator is listed on the policy.



**2. Excluded Operator**

If an operator who is a member of the household is to be excluded in rating a particular automobile to produce a lower premium charge, the policyholder must submit a signed statement that such operator does not and will not operate the automobile to be insured. The signed statement must be on the Operator Exclusion Form, M-0106-S.

If any operator excluded as a result of such signed statement operates the automobile, the appropriate operator classification premium for the full policy period may be charged unless a collision or limited collision claim has been denied in accordance with the provisions of the policy because the excluded operator was driving the automobile at the time of the accident.

**3. Driving Experience**

An operator new to Massachusetts must provide evidence of licensure from the state or country where the operator was previously licensed in order to assign the correct operator classification under this rule. If electronically available, the company will be responsible for obtaining the motor vehicle operator report from the other state or country. If necessary, a certified English translation may be required. No operator shall be assigned to Class 10 unless the operator has six or more years of driving experience.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

**4. Operator Use**

Operators will be classified by the amount of use of an insured automobile:

- Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

**C. Classification Changes**

Classification of each automobile shall be determined by the facts existing as of the effective date of the policy. Premium adjustments shall be made on a pro rata basis if changes occur during the policy period.

**D. Satisfactory Driver Training Program**

1. Completion and receipt of a certificate under the Massachusetts Driver Education Program prescribed by the Registrar of Motor Vehicles, or
2. The presenting of satisfactory evidence (certificate signed by school officials) that such operators have successfully completed a driver education course in a state other than Massachusetts meeting the following standards:
  - a. The course had the official approval of the State Department of Education or other responsible state agency, and was conducted by:
    - (1) a recognized secondary school, college or university, or

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

- (2) other school approved and supervised by the State Department of Education or other responsible state agency.
- b. The course was conducted by instructors certified by the State Department of Education or other responsible state agency.
- c. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of twelve clock hours per student in the practice driving phase.

### **RULE 29. RESERVED FOR FUTURE USE**

### **RULE 30. PERSONAL INJURY PROTECTION - DEDUCTIBLE FORM**

The policyholder, at his or her option, may elect an amount to be deducted from the amounts otherwise due each person subject to the deduction, under the following conditions:

1. The option of electing a deductible shall be limited to individual insureds and shall apply only to private passenger vehicles as defined in this Section and motor homes owned by such insureds.
2. The eligible policyholder may select a deductible amount of \$100, \$250, \$500, \$1,000, \$2,000, \$4,000 or \$8,000.
3. The deductible applicable to the "Policyholder alone" is the only deductible available if the policyholder is the only member of the household, regardless of the number of vehicles which he owns. Lawfully married individuals having joint ownership and registration of a single motor vehicle which is the only vehicle in the household shall be considered to be an individual for purposes of paragraph 4 of this rule. In such a case the same form of deductible must apply to both of the lawfully married individuals.
4. Either the deductible for the policyholder "alone" or the policyholder and household members is available to a policyholder who has two or more members in his household and there is one motor vehicle in the household.
5. The deductible applicable to the policyholder and household members is the only deductible available for election if there are two or more members in the household, and also two or more motor vehicles insured for Personal Injury Protection by household members.
6. If two or more vehicles are insured under a single policy, the same deductible election shall apply to all vehicles insured under such a policy.
7. As used in this rule, the term "household members" means those persons living in the policyholder's household who are related to the policyholder by blood, marriage or adoption. This includes wards or foster children.

The Personal Injury Protection premium otherwise applicable shall be reduced by the dollar amount determined by applying the percentage shown on the Miscellaneous Rating Factors page to the manual premium.

### **RULE 31. TRANSPORTATION OF FELLOW EMPLOYEES**

If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the premium to be charged shall be the otherwise applicable private passenger automobile premium. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, **Students or Others, M-0004-S.**

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B).

Liability

100% of the otherwise applicable premium rated in accordance with Rule 11.

Physical Damage

Part 7: 60% of the otherwise applicable premium rated in accordance with Rule 11.\*

Part 8: 100% of the otherwise applicable premium rated in accordance with Rule 11.

Part 9: 90% of the otherwise applicable premium rated in accordance with Rule 11.

\* Reduction not applicable to Waiver of Deductible premium.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

**RULE 33. TOWING AND LABOR COST**

Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

Applicable regardless of the term of the policy or endorsement.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Liability

No Charge

Physical Damage

1. Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

2. Multiply the Territory 1, Class 10 base rate by the appropriate symbol factor for the 2010 model year.

3. Parts 7, 8 and 9: 50% of the otherwise applicable premium rated in accordance with Rule 11.

All policies subject to this rule, written for trailers with living quarters, must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 35. AUTOLOAN/LEASE COVERAGE**

A policy providing both collision and comprehensive coverage may be extended to provide coverage for the difference between the outstanding indebtedness on a loan/lease agreement on a vehicle, and the actual cash value of the vehicle, subject to the following:

Auto Loan/Lease Coverage may be provided only to a vehicle that is a private passenger auto, pickup or van; and

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

The insured must request the auto loan/lease coverage within 30 days of leasing or financing a vehicle.

The charge for this coverage will be 7% of both the Part 7, Collision, and Part 9, Comprehensive coverages.

**RULES 36 - 38. RESERVED FOR FUTURE USE**

**SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES**

**RULE 39. MOTOR HOMES/CAMPER BODIES**

**A. Motor Homes**

Any motor vehicle originally designed or permanently altered as living quarters (including cooking, dining, plumbing or refrigeration facilities), and which is used exclusively for human habitation or camping purposes. This also includes pick-up trucks used solely to transport a camper body or other similar living quarters. A motor vehicle designed primarily to transport property which has been temporarily altered or equipped for human habitation shall not be deemed to be a motor home.

Liability

100% of the otherwise applicable premium rated in accordance with Rule 11.

Physical Damage

Parts 7 and 8: 50% of the otherwise applicable premium rated in accordance with Rule 11.

Part 9: 100% of the otherwise applicable premium rated in accordance with Rule 11.

For Parts 7, 8 and 9, refer to Rule 22 to determine rating symbol.

**B. Camper Bodies**

A pick-up truck used to transport a portable camper body or similar living quarters, but which is also used for other purposes should be rated, both pick-up and camper body, according to the otherwise regular use of the vehicle.

For Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) coverages, the vehicle should be rated as follows:

Symbolled Pick-Up

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the camper body to the value of the vehicle as determined in item 2.
4. Develop the premium in accordance with Rule 11 using the rating symbol determined in item 3 and the model year indicated in the rate section.

Non-Symbolled Pick-Up

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the camper body.
2. Based on the price developed in item 1 refer to Rule 22 to determine the symbol.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

- 3. Develop the premium in accordance with Rule 11 using the symbol determined in item 2 and the model year indicated in the rate section.

NOTE: All policies subject to this rule must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 40. ANTIQUÉ MOTOR CARS AND ANTIQUÉ MOTORCYCLES**

Any motor vehicle or motorcycle registered as an antique or, if not registered, is over twenty-five years old which is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and which is not used primarily for the transportation of passengers or goods over any way, provided that the application for registration thereof is accompanied by an affidavit upon a form provided by the Registrar which shall include a statement of the age and intended use of such motor vehicle.

The merit rating plan percentages do not apply to vehicles described in this Rule.

Endorsement M-0047-S titled Antique Auto must be issued with the policy.

Antique Motor Cars

- Parts 1, 2, 4 & 5: 25% of the otherwise applicable Class 10 premium rated in accordance with Rule 11.
- Parts 3, 6 & 12: 100% of the otherwise applicable premium rated in accordance with Rule 11.
- Parts 7, 8 & 9: 50% of the otherwise applicable premium rated in accordance with Rule 11 using the appropriate 2010 model year symbol, based on the appraised value, and the Territory 1, Class 10 base rate

Antique Motorcycles

- Parts 1, 2, 4 & 5: 25% of the otherwise applicable Motorcycle rate
- Parts 3, 6 & 12: 100% of the otherwise applicable Motorcycle rate
- Parts 7, 8 & 9: 50% of the otherwise applicable Territory 1 Motorcycle rate.

**RULE 41. STATED AMOUNT COVERAGE**

**Parts 7, 8 and 9**

A motor vehicle shall be insured on a stated amount basis when it can be clearly established that its value will produce an inadequate premium charge using normal rating procedures. In such case, the vehicle shall be rated as follows:

- 1. An appraisal shall be made at the time of application to establish the current market value of the vehicle. The insurer shall verify the accuracy of the appraisal.
- 2. Calculating Stated Amount Premiums
  - a. Collision

Multiply the base rate by symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Divide the results by the appropriate stated amount divisor to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

Model Years 2010 & Earlier Symbols	Collision Stated Amount Divisor
1	32.50
2	72.50
3	85.00
4	95.00

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

5	106.25
6	118.75
7	131.25
8	143.75
10	156.25
11	168.75
12	181.25
13	193.75
14	210.00
15	230.00
16	250.00
17 and higher	270.00

b. Limited Collision

Multiply the Collision base rate by the symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Multiply the result by the limited Collision Deductible factor displayed on the rate pages. Divide the results by the appropriate Collision stated amount divisor displayed above to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

c. Comprehensive

Multiply the Comprehensive base rate by the symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Multiply by 100 and divide the results by the appropriate Median Symbol Value displayed below to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

Model Years 2010 & Earlier Symbols	Comprehensive Median Symbol Value
1	3,250
2	7,250
3	8,500
4	9,500
5	10,625
6	11,875
7	13,125
8	14,375
10	15,625
11	16,875
12	18,125
13	19,375
14	21,000
15	23,000
16	25,000
17 and higher	27,000

Endorsement MPY-0027-S titled Stated Amount Coverage must be issued with the policy. This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule.

**RULE 42. GOLFMOBILES AND LAWNMOWERS (MOTORIZED)**

Coverage for these vehicles is to be provided by a Personal Auto Policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

**RULE 43. SNOWMOBILES**

A snowmobile is a motor vehicle designed for use principally on snow or ice using wheels or crawler-type treads or belts for locomotion across land, ice or snow. This does not include a vehicle using airplane - type propellers or fans.

Coverage shall be provided on a Personal Auto Policy without a Personal Injury Protection endorsement.

ISO Endorsement PP-03-20 titled Snowmobiles must be issued with the policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

**NOTE:** a. Only Stated Amount Coverage is available.

- b. A snowmobile and trailer designed to be towed by the snowmobile shall be considered one unit for determining the deductible amount to any loss, provided said trailer is described in the schedule on the endorsement.

**RULE 44. MOTORCYCLES, MOTORSCOOTERS, MOPEDS AND SIMILAR MOTOR VEHICLES**

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.50. The merit rating assigned to an operator on a private passenger automobile insurance policy, if available, shall also be applied to the motorcycle policy. Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

If there is more than one operator on a policy, the operators shall be assigned to the motorcycles in the order which produces the highest Combined Premium. The Combined Premium is the sum of the premium for Parts 1, 2, 4, 5, 7, 8 and 9 for the operator's classification, including the 25% discount for operators age 65 and over, and the operator's merit rating. Any motorcycles remaining after assignment of all operators shall be assigned the classification and merit rating producing the lowest Combined Premium for the listed operators. If an inexperienced operator is the only listed operator of the motorcycle on the policy, all motorcycles shall be assigned an inexperienced operator classification.

Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law. If Optional Bodily Injury to Others (Part 5) is purchased with guest occupants excluded, Endorsement M-0002-S titled "Guest Occupants Exclusion" must be issued with the policy.

The term "Motorcycle" shall include any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including any bicycle with a motor or driving wheel attached, except a tractor, a motorized lawnmower, a motor vehicle designed for the carrying of golf clubs and not more than four persons, an industrial three wheel truck, or a motor vehicle on which the operator and passengers ride within an enclosed cab.

The multi-car discount does not apply to any motorcycle.

Motorcycles shall be classified on the basis of cubic centimeter displacement in accordance with the following groups and written at the rate shown on the Rate Sheets.

Group A - Cubic Centimeter Engine Displacement of 100 or less.

Group B - Cubic Centimeter Engine Displacement of 101-350.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Group C - Cubic Centimeter Engine Displacement of 351-650

Group D - Cubic Centimeter Engine Displacement over 650

**Fire** - See rate section.

**Theft** - See rate section.

**Comprehensive** - See rate section.

**Collision** - See rate section.

**Limited Collision** - See rate section.

**Substitute Transportation** – See Miscellaneous Rating Factors page.

**Towing and Labor** – See Miscellaneous Rating Factors page.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule, shall be eligible for a 25% discount if the experienced operator has attained age 65, or older. The discount applies to all Parts.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 10% discount if the principal operator has completed an approved motorcycle rider training program. The discount applies to Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12. Refer to the Miscellaneous Motor Vehicles Page for a list of approved sites.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 20% discount if the motorcycle is equipped with a Vehicle Recovery System which falls under Category IV of the Anti-Theft Device Standards and Discounts, as defined in Rule 54. This discount is applicable to Comprehensive coverage or other combinations of specified perils which afford Theft coverage.

Coverage for vehicles rated in accordance with this Rule and not subject to the Compulsory Law shall be provided on a Personal Auto Policy without a Personal Injury Protection Endorsement.

### **RULE 45. AGREED AMOUNT COVERAGE - COMPREHENSIVE**

At the option of the policyholder, Comprehensive (Part 9) coverage may be written to provide that in determining the actual cash value of a motor vehicle to be insured, no deduction shall be made to reduce the value of the vehicle to less than the agreed value in the event of loss. "Agreed value" means the value of the vehicle as determined by agreement between the insurer and the policyholder. As a condition to this coverage, the insurer shall be permitted to inspect the vehicle at the time of application. The vehicle shall be rated as follows:

1. An appraisal is to be made to establish the current market value of the vehicle. The cost of appraisal shall be borne by the policyholder.
2. Refer to Rule 22 to determine the appraised value symbol group.
3. Multiply the Comprehensive base rate by the symbol relativity for model year 2010. Multiply by 100 and divide the results by the appropriate Median Symbol Value displayed in Rule 41 to obtain the stated amount rate.
4. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium.
5. Multiply the premium obtained in (4) above by the factor of 110%. Apply all other rating factors, discounts and Merit Rating point percentages in accordance with Rule 11.

Endorsement MPY-0034-S titled "Agreed Amount Coverage - Comprehensive" must be issued with the policy.

This rating procedure is not available for antique automobiles and antique motorcycles as defined in Rule 40.



**RULE 46. EXCESS ELECTRONIC EQUIPMENT COVERAGE**

Coverage for loss or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, is excluded under the Massachusetts Automobile Insurance Policy, unless the electronic equipment has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. However, electronic equipment which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment is covered up to \$1,000. Coverage in excess of \$1,000 is available, as follows:

1. Determine the value of the equipment, including installation, in excess of \$1,000
2. Apply a rate of \$4 to each \$100 of valuation.
3. The rate charged is a flat rate. No other rating factors, discounts or Merit Rating percentages apply, except for the Class 15 discount, if applicable.
4. Endorsement MPY-0041-S, "Excess Electronic Equipment Coverage," must be issued with the policy.

Refer to the Miscellaneous Rating Factors page for premium charges.

**RULE 47. CUSTOMIZED VANS AND PICK-UPS**

Coverage for loss or damage to customizing equipment located in or upon a pick-up or van is excluded under the Massachusetts Automobile Insurance Policy. Coverage for customizing equipment is available for any pick-up or van insured under the policy for Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) by attaching Endorsement MPY-0037-S, Coverage for Customized Vans and Pick-Ups, and adding the value of the customized equipment to the value of the vehicle.

The vehicle should be rated as follows:

**A. Symbolled Pick-Up or Van**

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the customized equipment to the value of the vehicle as determined in accordance with Rule 11 using tem 2.
4. Develop the premium according to the rating symbol determined in Item 3 and the model year indicated in the rate section.

**B. Non-Symbolled Pick-Up or Van**

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the customized equipment.
2. Based on the price developed in Item 1, refer to Rule 22 to determine the symbol.
3. Develop the premium in accordance with Rule 11 using the symbol determined in Item 2 and the model year indicated in the rate section.

**RULE 48. ORIGINAL EQUIPMENT MANUFACTURER PARTS COVERAGE**

Coverage Parts 7, 8, 9

Coverage for payment of an amount necessary to replace damaged crash parts of an auto with parts manufactured or licensed by the original equipment manufacturer is provided for autos with less than 20,000 miles. At the option of the company, this coverage may be extended. Crash parts are defined to be sheet metal or plastic parts that constitute the visible exterior of the vehicle excluding glass and mechanical parts.

Eligible autos are private passenger automobiles as defined in Rule 27 which are insured for Collision, Limited Collision or Comprehensive coverage, and which are up to 10 model years old. For purposes of this rule, July 1 shall be considered the date at which model years age. For example, a model year 2007 vehicle will be new on July 1, 2006. It will be one model year old on July 1, 2007, two model years old on July 1, 2008, etc. It will be 10 model years old on July 1, 2016.

Refer to the Miscellaneous Rating Factors section for premium development.

Endorsement MPY-0040-S titled Original Equipment Manufacturer Parts Coverage must be issued with the policy.

**SECTION IV - NON-OWNED AUTOMOBILES**

**RULE 49. NAMED NON-OWNER POLICY**

A policy may be written, at the option of the company, to insure a named individual who does not own an auto but drives borrowed or rented autos. The policy may also provide coverage for family members. Use Personal Auto Policy PP 00 01 and the Named Non-Owner Coverage Endorsement PP 03 22.

The following rates apply:

**Bodily Injury Liability, Property Damage Liability, Medical Payments**

If the exclusions for vehicles furnished or available for regular use apply:

Charge 40 % of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual.

Charge 60% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual and family members.

If the exclusions for vehicles furnished or available for regular use do not apply:

Charge 60% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual.

Charge 80% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual and family members

**Uninsured Motorists and Underinsured Motorists**

Charge the applicable Part 3 and Part 12 private passenger premiums rated in accordance with Rule 11.

**RULE 50. USE OF OTHER AUTOMOBILES**

A policy may be extended to provide coverage for an individual who owns an auto but also drives borrowed or rented autos. The policy may also be extended to provide coverage for household members.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Endorsement M-0051-S, Use of Other Automobiles-Vehicles Furnished or Available For Regular Use may be used to cover vehicles furnished or available for regular use except vehicles furnished for use as public or livery conveyances.

Endorsement M-0052-S, Use of Other Automobiles-Vehicles Furnished or Available For Use as Public or Livery Conveyances, may be used to cover non-owned public or livery conveyances. Primary insurance must be in effect for these vehicles.

The following rates apply for Damage To Someone Else's Property (Part 4), Optional Bodily Injury To Others (Part 5), and Medical Payments (Part 6):

### 1. Vehicles Furnished or Available For Regular Use Except Public or Livery Conveyances

- A. No Primary Insurance - 90% of the applicable Private Passenger base rate for an individual and 100% for individual and household members.
- B. Primary Insurance – 12% of the applicable Private Passenger base rate for an individual and 13% for individual and household members.
- C. If the Named Individual is in the business of selling, servicing, repairing or parking autos and there is no insurance afforded on a primary basis, the applicable exclusion may be eliminated and the rate to be changed shall be 100% of the applicable private passenger base rate.

### 2. Vehicles Furnished or Available For Use As Public or Livery Conveyances

50% of the applicable Private Passenger base rate for an individual and 60% for an individual and household members.

### Physical Damage Coverages

A policy providing Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverages may be extended to provide these coverages for non-owned private passenger autos furnished or available for regular use to the named individual other than for use as a public or livery conveyance.

The premium for these coverages shall be the applicable private passenger class, symbol 5 and the 2010 Model Year in the manual for the territory in which the named individual resides.

### Government Workers

If the auto furnished or available for regular use is insured and is used in the business of the United States Government or the Commonwealth of Massachusetts, attach M-0049-S, Federal Employees Using Autos They Do Not Own In The Course Of Their Employment, or M-0069-S, Commonwealth of Massachusetts Employees Using Autos They Do Not Own In The Course Of Their Employment:

**RULES 51 - 53. RESERVED FOR FUTURE USE**

## SECTION V - SUPPLEMENTAL INFORMATION

### **RULE 54. ANTI-THEFT DEVICE STANDARDS AND DISCOUNTS**

#### **1. Eligibility**

This rule is applicable to:

- (1) Private Passenger Automobiles as defined in Private Passenger Definition (Rule 27) in this Manual.

#### **2. Coverages**

The discount is applicable to the Comprehensive coverage or other combination of specified perils which afford Theft coverage.

**3. Discounts Applicable**

The following discounts are to be applied:

<b>Vehicles Qualifying for</b>	<b>Discount</b>
Category I	5%
Category II	15%
Category III	20%
Category IV	20%
Category IV, plus Category I	25%
Category IV, plus Category II	30%
Category IV, plus Category III	35%
Category V	25%
Category V, plus Category I	28%
Category V, plus Category II	32%
Category V, plus Category III	36%

**4. Definitions**

As used in this regulation, the following words shall mean:

“Passive” describes an anti-theft device or system which is activated automatically when the operator turns the ignition key to the off position.

“Alarm,” except where otherwise specified, means horn, bell, siren or other sounding device which is audible at 300 feet.

“Tubular” describes a type of lock whose key is cylindrically shaped and which has at least 50,000 combinations.

“Electronic lock or keyless device” is an electronic coding device which must have more than 10,000 combinations. The combination used to unlock the device can be entered through a keyboard or similar data entry device or by means of a remote control device.

**5. General**

Stickers identifying the particular anti-theft system installed may not be attached to the car unless specifically permitted in these rules.

If two or more qualifying devices are attached to a vehicle, the total discount shall be that applicable to the device meeting standards for the highest discount. If one of the qualifying devices is a Category IV device, the applicable discount shall be calculated as stated in Item 4. Discounts Applicable.

Insurers may require reasonable evidence of installation of any anti-theft device but may not refuse to grant a discount to a qualifying device solely on the grounds that it was installed by the owner of the auto.

**Categories Defined**

**Category I**

Devices qualifying in this category receive 5% discounts.

**(a) Ignition or Starter Cut-Off Switch in Combination with Flush or Tapered Door Lock Buttons**

This device is an ignition cut-off switch (sometimes called a “kill switch”) or a starter cut-off switch which is inserted into the ignition wiring of an auto. The switch is tripped upon leaving the auto and must be switched back in order to start the auto.

The switch must be installed so that it is not visible from the driver’s position when the driver is seated. In addition, the vehicle must contain flush or tapered door lock buttons on all doors.

A sticker may identify the presence of this system.

**(b) Ignition or Starter Cut-Off Switches**

Such ignition or starter cut-off switches either must be designed so that the wires leading from the switch to the engine compartment are protected by armored tubing or cable, or operate passively.

**(c) Non-Passive, Externally-Operated Alarm**

This is a non-passive warning alarm which is installed in an auto and can be set to go off if any door, the trunk or the hood is opened without first turning off the alarm by use of a key inserted in a lock mounted on the outside of the auto.

**(d) Internally-Operated Alarm Not Meeting Category II or Category III Criteria**

This is an alarm system which is activated from within the vehicle but which does not meet all the criteria found in Section (5.3) (a) or Section (5.4)(a); alarm must be triggered by entry of doors, hood or trunk.

**(e) Steering Column Armored Collar**

This is a device similar to an oversized padlock which clamps on the steering column over the ignition lock and prevents access to it. This device, upon being locked, prevents the vehicle from being started, or if the auto is hot-wired and started, the device prevents it from being steered. No part of the device, when not in operation, is attached to the steering column. A sticker may identify the presence of this device.

**(f) Steering Wheel Removal Lock**

This device prevents steering movement of the vehicle from a parked position. This is a high security steering wheel lock assembly manufactured of hardened steel components, which allows removal of the steering wheel from the vehicle. The assembly is permanently attached to the vehicle's steering column and is located between the column and the steering wheel. Operation of the lock is controlled by a high security configured key. Unlocking the assembly will permit removal of the steering wheel from the vehicle. A fitted security plate is then inserted onto the lock assembly in place of the steering wheel and the lock's security key is then removed. Re-attachment of the steering wheel onto the lock assembly requires use of the security key to first remove the fitted security plate and then to attach the steering wheel. The security key can be removed from the lock assembly only after either the security plate or steering wheel have been locked into place.

**Category II**

Devices qualifying in this category receive 15% discounts.

**(a) Internally-Operated Alarm Systems Not Meeting Category III Criteria**

This is an alarm system which is activated from within the auto but which does not meet all the criteria in Section (5.4)(a). The ignition must be automatically cut off, or the starter must be disconnected automatically. The alarm must be triggered by entry of doors, hood or trunk.

**(b) Non-Passive Fuel Cut-Off Device**

This is a shut-off device which operates to block the fuel line when a switch is tripped or when the device is engaged by a key. The switch to open or shut off the fuel line must be well hidden from view.

**(c) Non-Passive Steering Wheel Lock**

This device prevents the steering wheel from turning. A steel collar and barrel, into which the shackle of a lock fits, are permanently attached to the steering post. The shackle, made of case-hardened alloy steel, fits over the steering wheel spoke and into the barrel. A tubular key operates the lock. The collar, barrel and shackle must resist cutting with a file. A sticker may identify the presence of this system.

**(d) Armored Cable Hood Lock and Ignition Cut-Off Switch**

This system is one which meets all the criteria of Section (5.4)(f)(1) except paragraph (a). Armor must be similar to that used in outdoor telephone booths; it must extend through firewall and be secured so as to prevent retraction.

**(e) Window Identification System**

A window identification is one in which identification letters and/or numbers are etched by sandblasting, chemical process or other permanent marking into all the windows of the vehicle other than the small vent window.

Provision must be made for immediate telephone identification of the owner of the vehicle any time of day or night.

A sticker may identify the presence of this identification system.

**(f) Emergency Handbrake Lock**

This device prevents the release of the emergency handbrake. The lock replaces the handbrake grip, and is permanently attached to the handbrake lever. The lock encasement must be all metal construction. The lock is released by entering a preset digital combination. A sticker may identify the presence of this device.

**(g) Car Transmission Lock**

The device prevents the vehicle from moving from a parked position by locking the gear shift. A steel encased lock is permanently attached to the floor of the vehicle by a steel stand. The shackle, made of case hardened alloy steel, fits around the gear shift and is inserted into the lock. The device must have a high security locking system with at least 50,000 combinations. The lock, shackle and stand must resist cutting and filing.

A sticker may identify this system.

**Category III**

Devices qualifying in this category receive 20% discounts.

**(a) Passive Alarm System** - This is an alarm system meeting the following criteria:

- (1) Ignition must be cut off automatically, or starter must be disabled automatically.
- (2) Alarm must be triggered by entry of doors, hood or trunk.
- (3) Hood must not open unless unlocked from inside the vehicle by a key, or by an electronic keyless device.
- (4) Alarm must sound for no more than eight minutes, and upon ceasing to sound, must reset itself.
- (5) Alarm must not emit a pulsating, whooping, or yelping sound which would cause it to be mistaken for the modern police, fire or other emergency vehicle siren.
- (6) Alarm must be installed in the engine compartment so as to be inaccessible without opening the hood.
- (7) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a tubular lock or electronic keyless device must be used. The maximum time delay permitted to disarm the system after re-entry is twenty seconds.

**(b) Passive Fuel Cut-Off Device**

This fuel cut-off device is engaged by turning the ignition key to the off position. The driver must trip a switch to open the fuel line each time the car is started. This device must meet the following criteria:

- (1) The fuel line must be blocked when the power is off.
- (2) The switch to open the fuel line must be well hidden from view, but accessible to the driver from the driver's seat. In the alternative a tubular key or an electronic keyless device may be used.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

(3) A parking/service attendant override switch may be provided. It must be well hidden from view. It must not be accessible from the passenger compartment; alternatively, if the override switch is accessible from the passenger compartment, a warning buzzer must sound (or the operator must be distracted in some other way) while the engine is running and the override switch engaged. If the buzzer is disconnected, it must result in disconnection of the entire anti-theft system.

(4) Any under-the-dash wiring installed in connection with this device must blend in color with factory-installed wiring.

### **(c) Armored Ignition Cut-Off Switch**

This device is a kill switch designed to resist tampering. To prevent hot-wiring of the auto, a protective cap is attached to the coil or starter solenoid. Such devices must meet the following criteria:

(1) Armored cable must run from a separate key to the coil, starter solenoid, or other engine component. Such cable must be similar to that used in outdoor telephone booths, collapse when cut, and preclude quick reconnection of the cut wire inside; alternatively, some other effective means of preventing defeat of the system by cutting the armored cable must be employed.

(2) The device must prevent hot-wiring of the car.

(3) A separate lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

### **(d) Passive Multi-Component Cut-Off Switch**

This device is a kill switch activated when the ignition key is turned to the off position. It is designed to prevent hot-wiring of the auto. Such device must meet the following criteria:

(1) The primary wire to the ignition coil must be disconnected.

(2) The device must disconnect the starter.

(3) One or more wires to the electronic ignition system, or to the points and condenser must be disconnected and grounded to the chassis.

(4) The wiring must blend with factory-installed wiring, and the disconnecting/grounding wires must be routed to random points in the electrical system away from the components they affect.

(5) The control module, if separate from the electronic locking mechanism, must be hidden in the engine compartment or other part of the car so that it is not easily detectable.

(6) In order to start the car, a lock or electronic device must be used to deactivate the system. The lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

### **(e) Passive Time Delay Ignition System**

This is a device which allows the car to start only if the operator waits a prescribed time, which must vary from device to device in a range of three to twenty seconds, before moving the ignition key from "On" to "Start". If the auto does not start, the operator must be required to wait at least ninety seconds before the device can be operated successfully on a subsequent try.

The device must be resistant to tampering; for example, if it is forcibly removed, reconnection of the electrical system must not be possible with a hot-wire device. Alternatively, the device must be installed with a hood lock operated by a tubular key.

### **(f) Armored Cable or Electrically Operated Hood Lock and Ignition Cut-Off Switch**

This is a supplemental hood lock operated from within the auto which also cuts off the ignition when engaged. Such devices must meet the following criteria:

**(1) Armored Cable Hood Lock**

(a) The hood lock cable must be armored by case hardened solid steel tubing designed to resist cutting; tubing must extend through firewall and be secured so as to prevent retraction. Otherwise, an alarm meeting the criteria of Section (5.3)(a) must be installed.

(b) The system must be engaged by a push button or other device which facilitates use. The push button or other device must be installed within reach of driver when seated.

(c) No portion of the hood lock cable may be accessible so that it could be grasped from underneath the car; and, if accessible through the grillwork, armor must extend to the locking mechanism.

**(2) Electrically Operated Hood Lock**

(a) The hood lock is electrically operated and functions so that it remains locked even if the wiring operating the hood lock is cut.

(b) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a separate key or electronic keyless device must be used.

(c) If the hood lock can be reached through the grillwork or from underneath the car, the hood lock must be shielded or armored so that it cannot be manually operated. The locks controlling the devices must be of tubular type or operate electronically.

**(g) Passive, Delayed Ignition Cut-Off System**

This electronic system disables the ignition circuit at a preset engine speed such that the engine cannot be restarted or hot-wired. Such device must meet these criteria:

(1) The ignition must cut off automatically as soon as the engine reaches a speed in the range of 1,500 to 2,000 RPM.

(2) The system must be automatically armed when the ignition key is turned to the off position.

(3) A push button or other type of disarm switch must be well hidden from view. The wiring must blend with factory-installed wiring if placed under the dash. In the alternative, a tubular key or an electronic keyless device may be used.

(4) An alarm or horn shall be actuated at the same time the ignition is disabled.

(5) If a parking/service attendant switch is provided, a buzzer must sound all the time the engine is running. The switch must be hidden in a remote place.

**(h) Passive Ignition Lock Protective system**

This is a case hardened steel, protective cap which fits over the ignition lock so as to prevent extraction of the ignition lock cylinder. The cap fastens to a steel collar which fits around the steering post and over the ignition lock. The ignition key fits through a slot in the cap.

A sticker may identify the presence of this system.

**(i) High Security Ignition Replacement Lock**

This is a high security, case hardened steering column ignition lock, conforming to NHTSA Standard No. 1141, which cannot be removed using a conventional slide hammer or lock puller equipment.

A sticker may identify the presence of this system.

**(j) Hydraulic Brake Lock**

This is a dash-mounted device which, when activated and pressurized with the brake pedal, maintains hydraulic pressure on the brakes at two or more of a vehicle's wheels so that the vehicle cannot be driven. The device



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

must have a high security locking system with at least 50,000 combinations and a lock which cannot be pulled using a conventional slide hammer or lock puller equipment.

### **Category IV**

Devices qualifying in this category receive 20% discounts.

#### **Vehicle Recovery System**

This is an electronic unit installed in a vehicle that is activated after that vehicle is stolen. When activated, the device provides information to law enforcement officials or another public or private entities regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle.

### **Category V**

Devices qualifying in this category receive 25% discounts.

#### **Vehicle Recovery System with Unauthorized Movement Notification**

This is an electronic unit installed in a vehicle that is activated after that vehicle is moved without authorization. When activated, the device provides information to law enforcement officials or another public or private entity regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle. Additionally, the device must provide personalized notification to the owner of a vehicle (or his or her authorized user) in the event of a potentially unauthorized movement of the owner's vehicle. Personalized notification shall mean notification delivered directly to the owner or his or her authorized user via automated communication, which is available beyond the proximity of the vehicle itself, to one or more devices designated in advance by the owner or his or her authorized user, such as to the owner's home telephone, mobile phone, electronic mail service, or wireless text messaging service. If maintaining the system in effect requires the payment of a service fee, insureds must provide the insurer reasonable confirmation of the coverage.

## **RULE 55. PRE-INSURANCE INSPECTION PROGRAM**

General Laws Chapter 90, section 113S, and the implementing regulations, 211 CMR 94.00, require the pre-insurance inspection of private passenger motor vehicles. The following is a summary of the requirements of the regulation.

### **Eligibility**

Unless specifically exempted or waived, all private passenger motor vehicles and pick-ups or vans having a gross vehicle weight up to 8,000 pounds are required to be inspected by an insurer prior to the issuance of physical damage coverages by the insurer.

### **Mandatory Waiver of Inspection Requirements**

An inspection shall not be required if:

1. The motor vehicle is a new, unused motor vehicle from a franchised automobile dealership where the insurer is provided with either: a copy of the bill of sale which contains a full description of the motor vehicle, including all options and accessories; or a copy of the RMV Form 1 provided by the Registry of Motor Vehicles, which establishes the transfer of ownership from the dealer to the customer and a copy of the window sticker or the dealer invoice showing the itemized options and equipment in addition to the total retail price of the vehicle.
2. The applicant has been insured for three years or longer, without interruption, under a motor vehicle liability policy or policies which include(s) physical damage coverage, issued by the insurer to which the application is submitted; or any applicant involuntarily transferred to another insurer due to the applicant's original insurer's withdrawal from the Commonwealth if the applicant otherwise qualifies under this regulation.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

3. An inspection is waived by the insurer.
4. Any private passenger motor vehicle not owned by the applicant, which is used by the applicant, with the permission of the owner, as a temporary substitute due to breakdown, repair, servicing, loss or destruction of the applicant's own motor vehicle.
5. A motor vehicle which is leased less than six months, provided the insurer receives the lease or rental agreement containing a description of the leased motor vehicle, including its condition.
6. When requiring an inspection would cause a serious hardship to the insurer or the applicant and such hardship is documented in the applicant's policy record.
7. When the insurer has no inspection facility or authorized representative either in the city or town in which the motor vehicle is principally garaged or within five miles of said city or town.

### Optional Waiver of Inspection Requirements

An inspection may be waived if:

1. The motor vehicle is ten or more model years older for all policies issued or renewed during the current calendar year.  
  
Example: For policies issued or renewed during calendar year 2005, inspection of all 1995 and older model year vehicles may be waived.
2. A non-owned vehicle is insured under a policy providing physical damage coverage issued by an insurer which has inspected such motor vehicle in accordance with the provisions of this regulation.
3. A producer is transferring a book of business from one insurer to one or more insurers.
4. An individual applicant's coverage is being transferred by an independent insurance producer to a new insurer and said producer provides the new insurer with a copy of the inspection report completed on behalf of the previous insurer, provided the independent producer represents both insurers, and the insured vehicle was physically inspected by the previous insurer. However, if the new insurer does not receive a copy of the inspection report sixty days prior to the first annual date, the insurer must, upon renewal of the physical damage insurance, require an inspection.
5. When a motor vehicle is insured for physical damage on the applicant's expiring Massachusetts Automobile Insurance Policy, or when a copy of a prior Pre-insurance Inspection is provided.
6. When the applicant has been a customer of the producer for at least three years under a Massachusetts Automobile insurance Policy which included physical damage coverage.
7. For all policy transactions effective December 1, 2010 or later, the applicant or the rated operator has a Merit Rating Code of 99, 98 or 00 through 15.

### Deferral of Inspection

An insurer may defer an inspection for ten calendar days (not including legal holidays and Sundays) following the effective date of coverage on new business and on additional or replacement vehicles to an existing policy, if an inspection at the time of the request for coverage would create a serious inconvenience for the applicant.

Whenever an inspection is deferred, the Notice of Mandatory Pre-Insurance Inspection Requirement (Form B) or the Acknowledgment of Requirement for Pre-Insurance Inspection (Form D) must be used.

If an inspection is not conducted within the ten day deferral period, physical damage coverage is automatically suspended on the day following the ten day deferral period.

Coverage may be reinstated to be effective at the time of inspection or, the Notice of Suspension of Physical Damage Coverage (Form C) must be used.

# MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

## Inspection Procedures

Inspections required or permitted shall be made by a designated authorized representative of the insurer at a time and place reasonably convenient to the applicant.

The inspection shall be recorded on the Motor Vehicle Pre-Insurance Inspection Report (Form A) and include appropriate photos.

The insurer must retain the original report and photographs for three years except as provided by the Regulation.

The insurers shall maintain an up-to-date list of all its authorized representatives and inspection sites.

The company will apply the pre-inspection requirements uniformly and without regard to whether the policy was insured voluntarily or was assigned to it through the MAIP in compliance with the spirit of regulation 211 CMR 94.

## **RULE 56. MERIT RATING PLAN**

The merit rating plan is a Safe Driver Insurance Plan (SDIP).

### **Adjustments/Experience Period**

Each listed operator on a policy is assigned a code based on the operator's driving history record. A percentage associated with the code is applied to the otherwise applicable premium that reflects the number, type, and age of chargeable incidents during the Policy Experience Period. The percentage can be either positive or negative. A negative percentage is either the Excellent Driver Discount, Code 98, awarded to operators with Incident-Free Periods of more than five but less than six years, or the Excellent Driver Discount Plus, Code 99, awarded to operators with Incident-Free Periods of at least six years. The Experience Period is the six year period immediately preceding the effective date of the policy. Additional codes will range from 0 to 45. The Merit Rating Board will compute and report to the Insurer the code for each listed operator.

### **Operators New to Massachusetts**

If an application for insurance indicates that an operator new to Massachusetts was licensed outside of Massachusetts within the last six years or such operator is being added to an existing policy, the operator's Policy Experience Period will begin as of the effective date of that policy until Amica receives an authorized inquiry response from the Merit Rating Board indicating the operator's code.

If an operator's Motor Vehicle Report (MVR) is electronically available, the company will be responsible for obtaining it from the state or country where the operator was licensed. Driving history on MVRs obtained from more than one state or country must be combined by the company and considered as one report. An acceptable MVR must have three years or more driving history, unless the operator has been licensed less than three years. If there are no motor vehicle violations or at-fault accidents shown on the MVR, the company must submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents will be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's code.

If an MVR is not electronically available, the operator's Policy Experience Period will begin as of the effective date of the policy until Amica receives an authorized inquiry response from the Merit Rating Board with the operator's actual code. The operator may obtain an official driving record or a record from a previous insurer and submit it to the company. If the driving record is not in English, a translation certified as true and correct by the translator must be obtained by the operator and attached to the driving record submitted to the company. An acceptable driving record must have three or more years driving history, unless the operator has been licensed less than three years.

If there are no motor vehicle violations or at-fault accidents shown on the operator's record, Amica will submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's code.

### **Determination of Codes**

Points are assigned to an operator for each of the following at-fault accidents and traffic violations that occurred during the five years immediately preceding the effective date of the policy.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Minor traffic law violation	2 points	Major at-fault accident	4 points
Minor at-fault accident	3 points	Major traffic law violation	5 points

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision of at least \$500 and up to \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

The code is determined by summing all applicable points associated with an operator.

Points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

**Calculation of the Adjustment**

The percentage is applied to Compulsory Bodily Injury (Part 1), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

The premium adjustment is the last step in the rating process and prior to the addition of optional endorsements, after all discounts and rating factors have been completed.

See Rule 26 to determine the applicable range for each driver. Range 7 factors apply for miscellaneous types.

	<u>Experienced Operators</u>	<u>Inexperienced Operators</u>
	<u>Reductions</u>	<u>Reductions</u>
Excellent Driver Discount Plus (6 Years Incident-Free)	Range 3 -0.212 Range 4 -0.212 Range 5 -0.212 Range 6 -0.212 Range 7 -0.212	Range 1 N/A Range 2 N/A
Excellent Driver Discount (5 Years Incident-Free)	Ranges 3, 4, 5, 6, 7 <u>-0.07</u>	Range 2 (Licensed 5+ Years) <u>-.117</u>
	<u>Adjustments</u>	<u>Adjustments</u>
Number of Adjustments X	See rate pages for merit factor	See rate pages for merit factor

The code is based on the Incident Free Period. When the Incident Free Period is less than or equal to three, the code applicable to the operator shall be the sum of the points identified for each chargeable Incident in the Policy Experience Period. When the Incident Free Period is greater than three and the total number of chargeable Incidents in the most recent five years of the Policy Experience Period is three or less, the points applicable to each incident shall be reduced by one. In no event shall the adjustments for any single incident result in a negative percentage.

**Assignment of Operators to Vehicles**

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

**Excellent Driver Discount and Excellent Driver Discount Plus**

A percentage value will reflect the lower expected loss experience of operators with incident-free periods of more than five and less than six, and of at least six years, respectively, which may vary according to the affected Liability and Collision coverages, irrespective of the class and territory of the policy.

**RULE 57. RESERVED FOR FUTURE USE**

**RULE 58. REGISTRY OF MOTOR VEHICLES PROCEDURES**

The following is a general summary of Registry of Motor Vehicles procedures. For specific details about procedures, contact the Registry.

**Registration Requirements**

A Registration is required for all vehicles and trailers. A complete "RMV-1" form must be submitted, along with the previous owner's title or certificate of origin, or a bill of sale for a vehicle that has not been titled previously.

Six to eight weeks prior to the expiration date of registration, the Registry will mail an "RMV-2" renewal card, which will show the current registration data for the owner of the vehicle and the vehicle. Certain changes may be made by the owner on the application.

An "RMV-3" Amendment of Registration form may be used to change information on a current registration, renew a current registration if an "RMV-2" form has not been received, swap from one license plate to another type of plate, such as a vanity plate, and re-register a vehicle for the same owner, if a new title is not required.

**Registration Transfer**

Valid plates from a previously-owned vehicle may be transferred to a newly acquired vehicle provided the owner is at least eighteen and has lost possession of the vehicle through either a transfer of ownership or sale of the vehicle.

An owner has seven (7) calendar days to operate a newly acquired vehicle with current plates before the transfer is processed at the Registry, and the intent of the owner is to transfer the registration from the previous vehicle to a newly acquired vehicle of the same type.

Restrictions on a registration transfer are: the owner must be the same on both vehicles, the transferred registration must be active, and the new vehicle must have the same type of plate.

**Salvage Title**

All vehicles for which an insurance company has made a total loss payment must be titled as a salvage vehicle except for vehicles 10 years or older. A vehicle which has a Salvage Title may not be provided with physical damage insurance until a new Certificate of Title is issued by the Registry. The Reconstructed or Recovered Theft Title will be awarded after the vehicle has passed a salvage inspection. The vehicle must be either towed to the salvage inspection site or a repair plate must be attached.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Miscellaneous Rating Factors**

<b>DISCOUNTS (RULE 19)</b>																											
Multi-Car:	10% Parts 1, 2, 4, 5, 7, 8 and 9																										
Public Transit:	10% Property Damage and Collision \$75 Maximum per eligible vehicle																										
Annual Mileage: Discount	0-5,000 miles – 10% Discount Parts 1-8 and 12 5,001-7,500 miles - 5% Discount Parts 1-8 and 12																										
Passive Restraint:	25% Parts 2, 3, 6 and 12																										
Multi-Line	Refer to Rule 19																										
Good Student	10% Parts 1, 2, 4, 5, 6, 7, 8, and 9																										
Loyalty	Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, and 12 <table border="0"> <thead> <tr> <th>Years Insured with Amica</th> <th>Discount</th> </tr> </thead> <tbody> <tr><td>0</td><td>0%</td></tr> <tr><td>1</td><td>0%</td></tr> <tr><td>2</td><td>0%</td></tr> <tr><td>3</td><td>3%</td></tr> <tr><td>4</td><td>3%</td></tr> <tr><td>5</td><td>3%</td></tr> <tr><td>6</td><td>5%</td></tr> <tr><td>7</td><td>5%</td></tr> <tr><td>8</td><td>5%</td></tr> <tr><td>9</td><td>5%</td></tr> <tr><td>10+</td><td>7%</td></tr> <tr><td>Qualified New Business</td><td>3%</td></tr> </tbody> </table>	Years Insured with Amica	Discount	0	0%	1	0%	2	0%	3	3%	4	3%	5	3%	6	5%	7	5%	8	5%	9	5%	10+	7%	Qualified New Business	3%
Years Insured with Amica	Discount																										
0	0%																										
1	0%																										
2	0%																										
3	3%																										
4	3%																										
5	3%																										
6	5%																										
7	5%																										
8	5%																										
9	5%																										
10+	7%																										
Qualified New Business	3%																										
<b>FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE (RULE 21)</b>																											
<u>Actual Cash Value</u>																											
Fire	10% of Comprehensive Premium rated in accordance with Rule 11.																										
Fire & Theft	70% of Comprehensive Premium rated in accordance with Rule 11.																										
Fire, Theft & C.A.C.	85% of Comprehensive Premium rated in accordance with Rule 11.																										
<u>Stated Amount</u>																											
Fire	12.5% of Comprehensive Premium rated in accordance with Rule 41.																										
Theft	60% of Comprehensive Premium rated in accordance with Rule 41.																										
C.A.C	15% of Comprehensive Premium rated in accordance with Rule 41.																										

**Miscellaneous Rating Factors**

<b>EXCESS ELECTRONIC EQUIPMENT COVERAGE (RULE 46)</b>			
Apply a rate of \$4 to each \$100 of valuation.			
<b>CUSTOMIZING EQUIPMENT - STATED AMOUNT COVERAGE (RULE 47)</b>			
Refer to Rule 47			
<b>ORIGINAL EQUIPMENT MANUFACTURER PARTS COVERAGE (RULE 48)</b>			
Applies to private passenger vehicles as defined in Rule 27.			
	Comprehensive	Collision	Limited Collision
Rating Factor	1.01	1.05	1.05
Comprehensive coverage is subject to a \$1.00 minimum premium.			

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Miscellaneous Motor Vehicles**

	<b>LIABILITY</b>	<b>PHYSICAL DAMAGE</b>
<b>Pick-Up (Rule 32)</b>	Manual Rates	Part 7 - 60%* Part 8 - Manual Rate Part 9 - 90%
<b>Trailers (Rule 34)</b>	No Charge	Parts 7, 8 and 9 50% of the premium rated in accordance with Rule 11 using the appropriate symbol factor for the 2010 Model Year, Territory 1, Class 10 Symbol based on Cost New
<b>Motor Homes (Rule 39)</b>	Manual Rates	Parts 7 and 8 - 50% Part 9 - Manual Rate
<b>Antique Motor Cars (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Class 10 Parts 3, 6 and 12 Manual Rates	Parts 7, 8 and 9 50% of the premium rated in accordance with Rule 11 using the appropriate symbol factor for the 2010 Model Year, Territory 1, Class 10 Symbol based on appraised value
<b>Antique Motorcycles (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Motorcycle Rates Parts 3, 6 and 12 Manual Rates	Part 7, 8 and 9 50% of Territory 1 Motorcycle Rates
<b>Golfmobiles and Lawnmowers (Motorized) (Rule 42)</b>	50% of Class 10	Parts 7, 8 and 9 50% of Class 10
<b>*Reduction not applicable to Waiver of Deductible premium</b>		

<b>Snowmobiles (Rule 43)</b>		
<u>Liability</u>		<u>Annual Premiums</u>
B.I. (excluding passenger hazard) - \$20,000/40,000		\$ 36
B.I. (including passenger hazard) - \$20,000/40,000		\$106
Uninsured Motorists - \$20,000/40,000		\$ 7
Property Damage - \$5,000		\$ 10
Medical Payments - \$500 per person (no other limits)		\$ 10
<u>Physical Damage</u>	<u>Deductible</u>	<u>Rate per 100</u>
Comprehensive	\$100	\$2.00
	200	1.60
Collision	\$200	\$1.75
	300	1.60
Annual premiums are minimum premiums		

<b>Motorcycles, etc. (Rule 44)</b>
Motorcycle Rider Training Program Discount - 10% Parts 1-8 and 12
Insureds age 65 or older - 25% All Parts



# MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

## Qualifying Massachusetts Transit Systems

The following transit systems have been approved by the Commissioner of Insurance for inclusion in the Public Transit Discount (Rule 19).

	<u>Approved As Of</u>
American Eagle Motor Coach, Inc. (formerly Medeiros Bus Co., Inc.)	February 1, 1981
Andre Coachlines, Inc.	January 1, 1984
Arrow Line, Inc., The	January 1, 1980
Bay State Spray & Provincetown	February 1, 1981
Berkshire Regional Transit Authority	January 1, 1982
Bloom's Bus Line	December 1, 1980
Bonanza Bus Lines, Inc.	September 1, 1983
Brockton Area Transit Authority	January 1, 1979
Brush Hill Transportation Co.	October 15, 1992
Burlington Transportation Bus (The People Mover/The B Line)	October 15, 1992
Cape Cod Regional Transit Authority	May 18, 1992
Carey's Bus Lines, Inc.	November 1, 1986
Coach Company, The (Kinson Bus Lines)	January 1, 1985
Connecticut Transit Authority (CTTRANSIT)	September 7, 1993
Dee Bus Service	January 1, 1982
Drummond, H.T., Inc.	January 1, 1985
Edmar Limousine Service, The	May 21, 1998
Gray Line Framingham Commuter Corp.	January 1, 1980
Greater Attleboro - Taunton Regional Transit Authority	January 1, 1982
Greenfield Montague Transit Authority	January 1, 1979
Hingham/Boston Commuter Boat Service	January 1, 1979
Interstate Coach	January 1, 1980
Kinson Bus Lines (The Coach Company)	January 1, 1985
Lexpress	January 1, 1982
Logan Express	January 29, 1996
Lowell Regional Transit Authority	January 1, 1980
Massachusetts Bay Transit Authority (includes The Ride)	January 1, 1979
Mass Rides	February 1, 2004
Merrimack Valley Regional Transit Authority	May 1, 1983
Montachusett Regional Transit Authority	January 1, 1980
Peter Pan Bus Lines, Inc. (formerly Priority Express)	August 15, 1988
Pioneer Valley Transit Authority	January 1, 1979
lymouth & Brockton Street Railway Co.	January 1, 1980
Rabbit Transit, Inc.	January 1, 1982
Trombly Motor Coach Service, Inc.	January 1, 1980
Vocell Co., Inc.	January 1, 1980
Worcester Gray Line, Inc.	January 1, 1980
Worcester Regional Transit Authority	January 1, 1980
Yankee Line, Inc., A	March 13, 1991

**MASSACHUSETTS  
PRIVATE PASSENGER  
AUTOMOBILE INSURANCE MANUAL**

AMICA MUTUAL INSURANCE COMPANY  
EFFECTIVE [JANUARY 1, 2010]

## SECTION I - GENERAL RULES

**RULE 1. MASSACHUSETTS AUTOMOBILE INSURANCE POLICY - ELIGIBILITY**

All individually owned vehicles registered under the Massachusetts Compulsory Motor Vehicle Law and rated in accordance with this Manual may be written.

Coverage for risks not subject to the Compulsory Law may be provided under the countrywide Personal Auto Policy and the Massachusetts Amendment of Policy Provisions Endorsement MP 00 99 at rates determined in accordance with this Manual.

**RULE 2. COVERAGES AND LIMITS**

The types of coverages available are:

**Compulsory Insurance Coverages****Part 1 - Bodily Injury To Others**

The basic limits are \$20,000 each person and \$40,000 each accident.

**Part 2 - Personal Injury Protection**

The basic limit is \$8,000 for each person. Refer to Rule 30 for available deductibles.

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

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

**Part 4 - Damage To Someone Else's Property**

The basic limit is \$5,000 each accident. Increased limits are available.

**Optional Insurance Coverages****Part 5 - Optional Bodily Injury To Others**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available.

**Part 6 - Medical Payments**

The basic limit is \$5,000 each person. Higher limits are available for all motor vehicles rated in this manual. Motorcycle limits are available from \$500 to \$50,000. This coverage is excess over Personal Injury Protection.

**Part 7 - Collision**

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. Waiver of Deductible is available at the option of the insured. Endorsement MPY-0016-S must be attached. This coverage is written on an actual cash value or stated amount basis.

**Part 8 - Limited Collision**

This coverage is subject to a basic deductible of \$500. Other deductibles or full coverage are available at the option of the insured. This coverage is written on an actual cash value or stated amount basis.

**Part 9 - Comprehensive**

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. A separate \$100 glass deductible is also available at the option of the insured. Endorsement MPY-0039-S, titled \$100 Glass Deductible, must be issued with the policy. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an actual cash value, stated amount or agreed amount basis.

**Part 10 - Substitute Transportation**

This coverage pays for loss of use to a motor vehicle as a result of an accident or loss. Refer to the Miscellaneous Rating factors page for applicable limits and premiums.

**Part 11 - Towing And Labor**

This coverage will pay up to \$100 for towing and labor costs for each auto disablement. The rate for \$100 is \$16 for vehicles 10 or less years of age and \$20 for vehicles greater than 10 years old. It is available only for private passenger motor vehicles, as defined in Rule 27, and motorcycles.

**Part 12 - Bodily Injury Caused By An Underinsured Auto**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

**Other Coverages Available Are For:**

Fire, Theft & Combine Additional Coverages subject to a basic deductible of \$500. Higher deductibles are available at the option of the insured.

Theft coverage may be granted only in connection with Fire Coverage, and for a like amount in both cases.

These coverages are written on an actual cash value basis or stated amount basis.

Endorsement MPY-0031-S, titled Other Optional Insurance – Combined Additional Coverage, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0028-S, titled Other Optional Insurance – Fire, Lightning and Transportation, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0029-S, titled Other Optional Insurance – Theft, must be issued with the policy when this coverage is afforded.

**RULE 3. MANDATORY OFFER OF COVERAGE**

Massachusetts law requires a company that provides Compulsory Insurance Coverages to make a mandatory offer to issue to any person so insured additional coverages consisting of:

1. Limits up to \$35,000 each person and \$80,000 each accident for Parts 3, 5 and 12.
2. \$5,000 each person for Part 6.
3. Parts 7, 8 and 9, subject to a basic deductible of \$500.
4. Part 10 - Substitute Transportation.
5. Fire, Theft and Comprehensive Coverage subject to a basic deductible of \$500.

Companies must charge an extra-risk rate or refuse Collision and Comprehensive coverages under certain circumstances as required by law. Refer to Rule 24 for extra-risk rating procedures.

**RULE 4. STANDARD PROCEDURES****A. Renewals**

1. The company must mail the Coverage Selections Page not less than thirty days prior to policy expiration.
2. The Company may elect to secure payment of a deposit premium. The premium quotation shall be based on the latest classification information and premium charges established for the renewal policy.
3. Failure to pay the deposit premium may result in cancellation of the policy or removal of the annual mileage discount. The specific reason for cancellation is non-payment of any required premium.

The Cancellation Notice must also contain the following statement:

“This cancellation will not take effect if the full amount due, including any applicable late payment charges or financing fees, shown above is paid on or prior to the effective date of cancellation.”

**B. Non-Renewal**

1. No company shall refuse to renew a policy unless written notice is given by the company to the insured, or the producer or broker producing the business, at least forty-five days prior to the expiration of the policy.
  - a. A notice required to be sent by the company to the insured may be by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. Unless another company has replaced the insurance, the notice should be electronically transmitted to the Registry of Motor Vehicles not earlier than the policy expiration date. If the insurance and registration are coterminous, it will not be necessary to notify the Registry of Motor Vehicles.
  - b. If the notice is required to be sent by the company to the producer or broker producing the business, such producer or broker shall, within fifteen days of receiving such notice, send a copy to the insured by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. The producer or broker must notify the company not later than the policy expiration date if the insurance is not replaced so that the company may, in turn, electronically transmit the notice to the Registry of Motor Vehicles. Notice to the company is not required if the insurance and registration are coterminous.

**C. New Business**

The producer is required to obtain from the applicant for insurance a new business application in all cases except when the producer is transferring a book of business from one company to another and the acquiring company waives this requirement.

If coverage is being replaced midterm, the producer must verify that there is no automobile insurance premium owed to the former company or producer.

**D. Standards for New Business**

1. The producer of record must provide information necessary for a company to transmit data to the Registry of Motor Vehicles for each vehicle insured.
 

In addition to reporting the necessary information to the company, the producer shall prepare an RMV-3 form, accompanied by the appropriate fee, for processing by the Registry of Motor Vehicles, if an insured requests a corrected registration certificate.
2. The producer of record for the new policy must notify the prior producer of record, if known, or the prior insurer of the transfer of coverage as soon as possible. Prior producers of record must accept the notices of transfer or other forms of insurance verification from insureds, insurers or producers of record for the new policies, provided the notices meet at least the following standards:
  - (1) The notice must be signed by the producer of record for the new policy or, it must be on the company's letterhead, if it is issued by the new insurer; and
  - (2) The notice must bear the registry stamp of the new insurer. The stamp may be in electronic format.
3. Upon receipt of notice, Amica shall immediately:
  - a. discontinue coverage as of the date shown on the Notice;
  - b. compute the return premium, if any, as of the date shown on the Notice; and
  - c. notify the former producer, if any, of the transfer of coverage.

No notice of cancellation is required.

**EXCEPTION** - Except for D-1 above, Section D of this Rule is not applicable to those specific instances when a producer transfers a block of business from one carrier to another. In such situations the producer should refer to the former carrier for specific procedures. No notice is required, but the producer of record must provide the new carrier with information necessary for that carrier to transmit registration data to the Registry of Motor Vehicles.

**E. Cancellation (Other Than Transfer of Insurer)**

1. Notice of cancellation must be given in a timely manner as required by Massachusetts law and shall include the specific reason(s) for cancellation.
2. The company must electronically notify the Registry of Motor Vehicles immediately upon the intended effective date of cancellation.

Refer to Rule 18.

**RULE 5. RESIDENCE AND LOCATION**

The proper rate schedules and rules are those effective in the city or town where the automobile is principally garaged. Motor vehicles used by salesmen or solicitors, or those with similar duties, requiring the operation of the motor vehicle in more than one rating territory in Massachusetts, shall be assigned to the territory determined by the place of principal garaging, or, if there is no specific city or town of principal garaging, then, by the residential address of the operator, or, if the residential address of the operator cannot be determined, then, by the Massachusetts business address of the operator. No adjustment of the premium shall be made by reason of a change in the place of principal garaging during the policy period unless such change is permanent.

Massachusetts registration is required of non-residents in accordance with reciprocal agreements with the various states as determined by the Registrar of Motor Vehicles.

Any motor vehicle owned by a non-resident of Massachusetts for which Massachusetts registration is required, regularly garaged inside the Commonwealth, shall be charged the rate for the territory in which the motor vehicle is principally garaged by such non-resident during the period of Massachusetts registration.

**RULE 6. OUT-OF-STATE GARAGING**

Any motor vehicle, whether owned by a resident or non-resident of Massachusetts for which Massachusetts registration is required, principally garaged outside of Massachusetts shall be written at limits of liability at least equal to the financial responsibility limits of the state of principal garaging, and shall be charged the rates for vehicles garaged in Territory 9.

**RULE 7. POLICY PERIOD**

- A. The insured shall have the option to purchase and the insurer shall not refuse to issue an annual motor vehicle policy or bond providing compulsory coverages containing any expiration date as the insured may elect. Insurers may offer such policies or bonds for a period of more than one year but not more than two years or may issue an extension of any existing policy or bond.
- B. Policies insuring individually owned motorcycles, trailers and other recreational-type vehicles shall, at the option of the insured, be issued for a period of less than one year with policy expiration to be coterminous with the registration. Endorsement M-0103-S, titled Non-Renewal of Policy (Motorcycles, Recreational Vehicles & Trailers), must be issued with the policy.

"Recreational-type vehicle" means a land motor vehicle subject to a motor vehicle registration which expires November 30 or December 31, and is principally used for vacation travel or leisure-time activity. Registration for motorcycles expires December 31. Registration for all other recreational vehicles expires November 30.

The premium for such policies shall be determined by applying the appropriate percentage to the annual rate based on policy inception date as shown in the table below.

Percentages for Short Term Policies				
		Date Interval*		Percent of
All Other		Motorcycle		Annual Rates
Dec.	1-31	Jan.	1-31	100
Jan.	1-31	Feb.	1-28	98
Feb.	1-28	Mar.	1-31	94
Mar.	1-31	Apr.	1-30	90
Apr.	1-30	May	1-31	88
May	1-31	Jun.	1-30	86
Jun.	1-30	Jul.	1-31	80
Jul.	1-15	Aug.	1-15	75
Jul.	16-31	Aug.	16-31	68
Aug.	1-15	Sep.	1-15	60
Aug.	16-31	Sep.	16-30	53
Sep.	1-15	Oct.	1-15	45
Sep.	16-30	Oct.	16-31	38
Oct.	1-15	Nov.	1-15	30
Oct.	16-31	Nov.	16-30	27
Nov.	1-15	Dec.	1-15	20
Nov.	16-30	Dec.	16-31	14

\*All dates inclusive

#### **RULE 8. CHANGES**

**A.** All mid-term changes requiring adjustments of premium shall be computed pro rata based on the rates in effect on the policy inception date.

#### **B. Minimum Premiums**

1. If an outstanding policy is amended and results in a premium adjustment of less than \$5, such adjustment may be waived, or it may be made subject to a minimum adjustment of \$5 except that the actual return premium of less than \$5 shall be allowed at the request of the insured.
2. A minimum premium of \$5 shall apply if an additional premium results because a coverage is added, or the limits of liability are increased, or a deductible is reduced, at the request of the insured during the policy period.
3. If a return premium of less than \$5 results because a coverage is cancelled, or limits of liability are reduced, or a deductible is increased at the request of the insured, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.
4. If the limits of liability are increased because of a change in the limits prescribed under any financial responsibility law, the additional premium charge shall be the actual difference in premium charges; if less than \$5, it may be charged or waived.

#### **RULE 9. MOTOR VEHICLE REGISTRATION CERTIFICATES**

The specific insurance certification requirements under the Massachusetts Compulsory Motor Vehicle Insurance Law are included in Section 1A of General Laws Chapter 90. Motor vehicles not subject to the Compulsory Law do not require insurance certification.

Every insurance carrier issuing a motor vehicle liability insurance policy covering a motor vehicle or trailer subject to the Compulsory Law must issue the prescribed Motor Vehicle Registration Certificate indicating a policy or binder has been issued covering such motor vehicle or trailer. No form or certificate shall be used other than that which is a part of the Massachusetts motor vehicle application for registration.

Certificates shall be executed in the name of the insurance carrier only by individuals authorized to sign in the prescribed Authorization To Sign Motor Vehicle Registration Certificates form filed with the Commissioner of Insurance.

Section 34 B of General Laws Chapter 90, G.L. provides penalties for unlawful use of the Motor Vehicle Registration Certificate.

## **RULE 10. CERTIFIED RISKS - FINANCIAL RESPONSIBILITY LAWS**

### **A. Application**

If a certificate of insurance is necessary to comply with the requirements of a financial responsibility Law of any state or province of Canada, the insurance company must issue evidence of financial responsibility upon request of the insured.

In the event that evidence of financial responsibility is required as the result of a motor vehicle violation, a policy affording Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) shall be construed to have the necessary limits of liability of the state or province.

**NOTE:** A charge shall be made for any filing required because of a motor vehicle accident.

In the event that a certificate of insurance for the future is required as the result of a conviction of a motor vehicle violation, the policy limits shall be increased to afford limits of liability not less than that required by the financial responsibility laws of the state or province requesting certification and premium shall be increased accordingly.

The filing of a financial responsibility certificate of insurance as the result of a conviction of a motor vehicle violation requires the following rate adjustment to be allocated evenly between the Part 4 and Part 5 premiums computed as follows:

#### **1. Owners**

- a. If an owner is required to file evidence of financial responsibility for owned automobiles and for the operation of automobiles which he does not own, the additional premium shall be computed by applying the applicable adjustment in Section B to the sum of the total of Parts 1, 2, 4 and 5 premium for the highest rated automobile owned by the insured and the total non-ownership liability premium, modified in accordance with any applicable rating plan.
- b. In all other cases, the additional premium shall be computed by applying the applicable adjustment in Section B to the total premium for Parts 1, 2, 4 and 5 for the highest rated automobile owned by the insured, modified in accordance with any applicable rating plan.

#### **2. Non-Owners**

- a. If the policy is written to insure a Named Operator or Named Non-Owner, the additional premium shall be computed by applying the applicable adjustment in Section B to the total bodily injury and property damage premium for the policy.
- b. If coverage is provided under a policy which has been extended to cover a named individual in accordance with the Use of Other Automobiles Rule (Rule 50), the additional premium shall be computed by applying the applicable adjustment to the (1) bodily injury rate for the highest rated automobile insured under the policy for the rating territory in which the named individual is located, or (2) if there is no automobile at such location, the rates for a Class 30 private passenger automobile for the territory in which the named individual is located.



**B. Premium Adjustments**

1. A 50% premium adjustment is applicable if the certificate is required for a conviction listed below. This premium adjustment is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a 5% premium adjustment applies.
  - a. Driving a motor vehicle while intoxicated or under the influence of marijuana or a narcotic drug.
  - b. Failing to stop and report when involved in an accident.
  - c. Homicide or assault arising out of the operation of a motor vehicle.
2. A 25% premium adjustment is applicable if the certificate is required for a conviction listed below. This premium adjustment is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a 5% premium adjustment applies.
  - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results therefrom.
  - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results therefrom.
3. A 5% premium adjustment is applicable if the certificate is required for any other cause whatsoever.
4. Premium adjustments are to be applied to the final premium as developed for Parts 1, 2, 4 and 5.

**RULE 11. PREMIUM CALCULATION RULE**

The following sequence shall be used in rating the policy. The manual rate includes any premium adjustment as may be necessary to increase, reduce or eliminate the deductible amount applicable to Parts 7, 8 and 9, or to apply Waiver of Deductible under Part 7.

1. Apply the appropriate rating factor under Rule 24 to the manual rate for Parts 7 and 9, if applicable.
2. Apply the appropriate rating factor under Rule 26 if applicable.
3. Apply the appropriate rating adjustment under Rule 48 to the rate for Parts 7, 8 or 9, if applicable.
4. Apply the appropriate discount to the premium developed in Step 2. Refer to Rule 19 for a definition of the available discounts.

Parts 1 through 9 and Part 12 may be subject to more than one discount. In such case, the order of discounts shall be (1) annual mileage, (2) multi-car, (3) passive restraint, (4) anti-theft, (5) multi-line, (6) good student, (7) loyalty, and (8) class 15. The discount shall be rounded to the nearest dollar after each application except for class 15. (Refer to Rule 19 for the application of a class 15 discount.)

5. Apply the appropriate merit rating plan percentage to the premium developed in step 4.

**NOTE:** A discount of the premiums paid for Parts 4 and 7 will be given to eligible policyholders who provide evidence of purchase of eleven monthly passes or tickets from a qualified public transit system during the policy period. Refer to Rule 19. The discount is applied to the premium developed in step 5.

**RULE 12. WHOLE DOLLAR PREMIUM RULE**

The premium for each exposure shall be rounded at each step to the nearest whole dollar, separately for each coverage provided by the policy. This does not apply to Part 5, 20/40 limits and Part 6, \$5,000 limit where rates will be rounded to the penny.

A premium involving \$0.50 or more shall be rounded to the next whole dollar at the end of each step. This does not apply to Part 5, 20/40 limits and Part 6, \$5,000 limit where rates will be rounded to the penny.

This procedure shall apply to all interim premium adjustments, including endorsements or cancellations at the request of the insured. In the case of cancellation by the company, the return premium may be carried to the next higher whole dollar.

**NOTE:** The premium for "each exposure" means the premium developed for each coverage for each automobile after the application of all applicable discounts.

**RULE 13. INSTALLMENT PAYMENT OF PREMIUMS**

All motor vehicle insurance policy premium charges are due and payable on the effective date of the policy, subject to the provisions of the Deposit Premium Rule (Rule 14), unless an installment payment plan is used.

**RULE 14. DEPOSIT PREMIUM RULE**

A company, its producer or any broker may require deposit premium prior to the issuance of a policy provided the per vehicle deposit does not exceed 30% of the applicable annual premium for the insurance requested. If the applicant has been in default in the payment of any premium for automobile insurance or merit rating adjustment during the preceding 24 months, the entire policy premium charges are payable in advance.

**RULE 15. EMPLOYERS SUBJECT TO MASSACHUSETTS WORKERS' COMPENSATION ACT**

Motor vehicles owned by an employer subject to the Massachusetts workers' compensation law not used at any time to transport persons other than employees of the named insured shall be eligible for a 25% reduction in the Personal Injury Protection premium otherwise applicable. A vehicle which qualifies for this reduction is not eligible for any Personal Injury Protection deductible. The policy covering a vehicle to which this reduction applies must be accompanied by the endorsement titled Restriction of Personal Injury Protection for Employers Subject to the Massachusetts Workers' Compensation Act, M-0063-S.

**RULE 16. DEDUCTIBLES - PARTS 7, 8 and 9**

Deductibles, higher than the standard deductible, are available for Collision, Limited Collision and Comprehensive Coverages including Fire, Theft and Combined Additional Coverages. Refer to the Miscellaneous Rating Factors page for applicable factors.

**RULE 17. SUBSTITUTE TRANSPORTATION**

The charges for this coverage are on a per vehicle/per year basis for automobiles and motorcycles. Refer to the Miscellaneous Rating Factors page for applicable limits and premiums.

**RULE 18. TERMINATION OF INSURANCE****A. Cancellations**

The following provisions apply when a policy is cancelled:

1. If a policy is cancelled by the company or insured at any time, the return premium shall be computed pro rata. "Policy" in this instance includes the copy of the Coverage Selections Page.
2. **Theft of Vehicle or Plates**
  - a. If the insured automobile is stolen or destroyed (total or constructive total loss) and cancellation is requested by the insured within thirty days following the date the automobile is stolen or destroyed, the return premium for all coverages (including the premium for the coverages under which loss was paid) shall be calculated on a pro rata basis from the day following the date of such loss.
  - b. If the insured registration plates are stolen or destroyed, a lost plate affidavit is to be issued to the Registry of Motor Vehicles canceling only coverage with respect to such plates effective the day following the date of such loss, and the policy shall continue to provide coverage with respect to any replacement plates.
  - c. If the insured files a lost plate affidavit with the Registry of Motor Vehicles, the company may cancel the policy.
3. Except as otherwise provided by law, no cancellation of the policy, or any of its parts, whether by the company or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party at least twenty days in each case prior to the intended effective date thereof. Notice of cancellation sent by the company to the insured and the loss payee at the addresses stated in the policy by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service, shall be a sufficient notice and that an affidavit of any officer, producer, or employee of the company, duly authorized for the purpose that he has so sent such addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. When the cancellation becomes effective, the company shall electronically transmit the pertinent data to the Registry of Motor Vehicles in the manner prescribed by the Uninsured Motorists System (UMS). The written notice to the insured shall specify the reason or reasons for cancellation. If the reason for cancellation is non-payment of premium, the Notice of Cancellation shall state the amount of deficiency of the premium owed to the company including late pay fees or financing fees for all the insurance provided and shall state in substance that the cancellation will not be effective if the insured pays the full amount of such deficiency on or prior to the effective date of the cancellation. If a cancellation of the policy results in a return premium of less than \$5.00, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.

No policy in effect prior to a rate level revision shall be endorsed or cancelled and rewritten to take advantage of such a revision or to avoid the application of such a revision.

**B. Sale or Transfer of Motor Vehicle, Surrender of Registration Plates, or Filing of a New Certificate**

The policy shall terminate upon:

1. The sale or transfer of title by the owner of the motor vehicle or trailer thirty (30) days after the transfer unless the owner has registered a replacement motor vehicle.
2. The surrender to the Registry of Motor Vehicles of the registration plates issued to the owner of the motor vehicle by the Registrar of Motor Vehicles under Chapter 90, with a written statement, in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.
3. The filing with the Registry a certificate of insurance of another company as of the effective date of such certificate.  
NOTE: If more than one motor vehicle or trailer is described in the policy, the termination of coverage applies only to the motor vehicle or trailer involved in one of the situations described above.

**C. Reinstatement**

If a policy has been cancelled by an insurance company, and such policy is later reinstated by the Board of Appeal on Motor Vehicle Liability Policies and Bonds or by a court of competent jurisdiction, the premium charge for the unexpired term of the policy shall be calculated pro rata on the premium applicable to the policy when originally issued.

**D. Plates Returned Receipt**

In the event that a policy has been terminated by (a) sale or transfer of the motor vehicle, or (b) surrender of the registration plates by the owner of the motor vehicle with a written statement in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer, a receipt from the Registry of Motor Vehicles stating that the registration plates have been surrendered must be furnished to the insurance company.

**E. Leased Vehicles Under Long Term Contract**

In the event a policy on a leased vehicle under a long-term contract is cancelled, the cancellation notice is to be issued in the name of the person or organization to whom the policy was issued. A copy of the cancellation notice must be sent to the owner/registrant also, if it is other than the person to whom the policy was issued.

Upon the intended effective date of cancellation, a notice issued in the name of the actual owner/registrant must be electronically transmitted to the Registry by the company.

**F. Instructions For Use of the Pro Rata Table**

1. Express the date of cancellation by year and decimal part of a year by combining the calendar year with the decimal appearing opposite the month and day in the Pro Rata Table, e.g., March 7, 2007, is designated as 2007.181.
2. In like manner express the effective date of the policy by year and decimal part of a year and subtract from the cancellation date.
3. The difference, in the case of one year policies, represents the percentage of the annual premium which is to be retained by the carrier.

Examples:

Cancellation date September 22, 2007	2007.726
Effective date July 6, 2007	<u>2007.512</u>
	.214

Earned premium for one year policy term will therefore be .214 times the annual premium.

Cancellation date March 7, 2007	2007.181
Effective date December 15, 2006	<u>2006.956</u>
	.225

Earned premium for one year policy term will therefore be .225 times the annual premium.

**NOTE:** As it is not customary to charge for the extra day (February 29) which occurs one year in every four years, this table shall also be used for each such year.

The following additional provisions apply to policies with policy terms in excess of 12 months:

- a. If a policy written for a two year term is cancelled after twelve months, but less than twenty-four months, the earned premium shall be the first twelve months' premium plus the pro rata share of the annual premium for the second twelve months.
- b. If a policy written for a term in excess of one year, but less than two years, is cancelled after the first twelve months, the earned premium shall be computed on a pro rata basis in the following manner.

Example: 18 month policy term	
No. of days in policy term	547
No. of days in effect	425
425 ) 547 = .777 pro rata factor	
.777 x total premium = earned premium	

PRO RATA TABLE

January			February			March			April			May			June		
Day Of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	.003	1	32	.088	1	60	.164	1	91	.249	1	121	.332	1	152	.416
2	2	.005	2	33	.090	2	61	.167	2	92	.252	2	122	.334	2	153	.419
3	3	.008	3	34	.093	3	62	.170	3	93	.255	3	123	.337	3	154	.422
4	4	.011	4	35	.096	4	63	.173	4	94	.258	4	124	.340	4	155	.425
5	5	.014	5	36	.099	5	64	.175	5	95	.260	5	125	.342	5	156	.427
6	6	.016	6	37	.101	6	65	.178	6	96	.263	6	126	.345	6	157	.430
7	7	.019	7	38	.104	7	66	.181	7	97	.266	7	127	.348	7	158	.433
8	8	.022	8	39	.107	8	67	.184	8	98	.268	8	128	.351	8	159	.436
9	9	.025	9	40	.110	9	68	.186	9	99	.271	9	129	.353	9	160	.438
10	10	.027	10	41	.112	10	69	.189	10	100	.274	10	130	.356	10	161	.441
11	11	.030	11	42	.115	11	70	.192	11	101	.277	11	131	.359	11	162	.444
12	12	.033	12	43	.118	12	71	.195	12	102	.279	12	132	.362	12	163	.447
13	13	.036	13	44	.121	13	72	.197	13	103	.282	13	133	.364	13	164	.449
14	14	.038	14	45	.123	14	73	.200	14	104	.285	14	134	.367	14	165	.452
15	15	.041	15	46	.126	15	74	.203	15	105	.288	15	135	.370	15	166	.455
16	16	.044	16	47	.129	16	75	.205	16	106	.290	16	136	.373	16	167	.458
17	17	.047	17	48	.132	17	76	.208	17	107	.293	17	137	.375	17	168	.460
18	18	.049	18	49	.134	18	77	.211	18	108	.296	18	138	.378	18	169	.463
19	19	.052	19	50	.137	19	78	.214	19	109	.299	19	139	.381	19	170	.466
20	20	.055	20	51	.140	20	79	.216	20	110	.301	20	140	.384	20	171	.468
21	21	.058	21	52	.142	21	80	.219	21	111	.304	21	141	.386	21	172	.471
22	22	.060	22	53	.145	22	81	.222	22	112	.307	22	142	.389	22	173	.474
23	23	.063	23	54	.148	23	82	.225	23	113	.310	23	143	.392	23	174	.477
24	24	.066	24	55	.151	24	83	.227	24	114	.312	24	144	.395	24	175	.479
25	25	.068	25	56	.153	25	84	.230	25	115	.315	25	145	.397	25	176	.482
26	26	.071	26	57	.156	26	85	.233	26	116	.318	26	146	.400	26	177	.485
27	27	.074	27	58	.159	27	86	.236	27	117	.321	27	147	.403	27	178	.488
28	28	.077	28	59	.162	28	87	.238	28	118	.323	28	148	.405	28	179	.490
29	29	.079				29	88	.241	29	119	.326	29	149	.408	29	180	.493
30	30	.082				30	89	.244	30	120	.329	30	150	.411	30	181	.496
31	31	.085				31	90	.247				31	151	.414			
July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	.499	1	213	.584	1	244	.668	1	274	.751	1	305	.836	1	335	.918
2	183	.501	2	214	.586	2	245	.671	2	275	.753	2	306	.838	2	336	.921
3	184	.504	3	215	.589	3	246	.674	3	276	.756	3	307	.841	3	337	.923
4	185	.507	4	216	.592	4	247	.677	4	277	.759	4	308	.844	4	338	.926
5	186	.510	5	217	.595	5	248	.679	5	278	.762	5	309	.847	5	339	.929
6	187	.512	6	218	.597	6	249	.682	6	279	.764	6	310	.849	6	340	.932
7	188	.515	7	219	.600	7	250	.685	7	280	.767	7	311	.852	7	341	.934
8	189	.518	8	220	.603	8	251	.688	8	281	.770	8	312	.855	8	342	.937
9	190	.521	9	221	.605	9	252	.690	9	282	.773	9	313	.858	9	343	.940
10	191	.523	10	222	.608	10	253	.693	10	283	.775	10	314	.860	10	344	.942
11	192	.526	11	223	.611	11	254	.696	11	284	.778	11	315	.863	11	345	.945
12	193	.529	12	224	.614	12	255	.699	12	285	.781	12	316	.866	12	346	.948
13	194	.532	13	225	.616	13	256	.701	13	286	.784	13	317	.868	13	347	.951
14	195	.534	14	226	.619	14	257	.704	14	287	.786	14	318	.871	14	348	.953
15	196	.537	15	227	.622	15	258	.707	15	288	.789	15	319	.874	15	349	.956
16	197	.540	16	228	.625	16	259	.710	16	289	.792	16	320	.877	16	350	.959
17	198	.542	17	229	.627	17	260	.712	17	290	.795	17	321	.879	17	351	.962
18	199	.545	18	230	.630	18	261	.715	18	291	.797	18	322	.882	18	352	.964
19	200	.548	19	231	.633	19	262	.718	19	292	.800	19	323	.885	19	353	.967
20	201	.551	20	232	.636	20	263	.721	20	293	.803	20	324	.888	20	354	.970
21	202	.553	21	233	.638	21	264	.723	21	294	.805	21	325	.890	21	355	.973
22	203	.556	22	234	.641	22	265	.726	22	295	.808	22	326	.893	22	356	.975
23	204	.559	23	235	.644	23	266	.729	23	296	.811	23	327	.896	23	357	.978
24	205	.562	24	236	.647	24	267	.732	24	297	.814	24	328	.899	24	358	.981
25	206	.564	25	237	.649	25	268	.734	25	298	.816	25	329	.901	25	359	.984
26	207	.567	26	238	.652	26	269	.737	26	299	.819	26	330	.904	26	360	.986
27	208	.570	27	239	.655	27	270	.740	27	300	.822	27	331	.907	27	361	.989
28	209	.573	28	240	.658	28	271	.742	28	301	.825	28	332	.910	28	362	.992
29	210	.575	29	241	.660	29	272	.745	29	302	.827	29	333	.912	29	363	.995
30	211	.578	30	242	.663	30	273	.748	30	303	.830	30	334	.915	30	364	.997
31	212	.581	31	243	.666				31	304	.833				31	365	1.00

**\*RULE 19. DISCOUNTS****A. Multi-Car**

A policyholder who owns two or more automobiles and purchases coverage from the same company for at least two such automobiles, shall be entitled to a reduction of the premium applicable to Coverage Parts 1, 2, 4, 5, 7, 8 and 9. At least two of the automobiles must be private passenger vehicles as defined in Rule 27, except that vehicles classified as antiques are not eligible. The premium reduction applies only to private passenger vehicles as defined in Rule 27. Refer to Miscellaneous Rating Factors page for applicable discount.

**B. Public Transit**

A discount of the premiums paid for Part 4 and Part 7 coverages will be given to eligible policyholders who provide evidence of purchase of eleven monthly passes or tickets from a qualifying mass transit system during the automobile policy period. Refer to the Miscellaneous Rating Factors page for the applicable discount.

**1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27 and be classified as use class 10, 15, 17, 18, 20, 21, 25 or 26 for a minimum of eleven or twelve months of the policy year. In addition, the vehicle must not be driven to work or school ten days or more per month. A minimum of eight of the eleven monthly passes or tickets may be submitted, provided other evidence of purchase is submitted for the missing passes or tickets. The insurer shall collect all such passes and other evidence used by a policyholder to obtain the discount.

**NOTE:** If a policyholder purchases a pre-paid non-refundable annual pass and furnishes proof of such purchase, the discount will be applied to the current policy rather than the expiring policy.

**2. Replaced Vehicles**

The discount will be computed on the basis of combined earned premium for Parts 4 and 7 provided the replacement vehicle otherwise qualifies for the discount. If the insured changes insurance companies and replaces the vehicle at the same time, the second company will be responsible for the discount provided the policy has been in effect six months or more.

**3. Application of Discount**

A discount will be applied to Part 4 and 7 premiums for each eligible vehicle. If there is only one eligible operator with more than one vehicle, the discount will be applied to the vehicle with the higher combined premium. If the policy insures only one vehicle, but there are two or more eligible operators, the discount shall be applied only once. If two or more vehicles and operators are eligible for discount, the discount shall first be applied to the vehicle which develops the highest combined premium for Parts 4 and 7, and then in descending order to the vehicle with the lowest combined premium.

This discount is fully earned and returnable directly to the policyholder unless the policyholder directs that the discount be applied as a credit to premium charges for a renewal policy or it is used to offset undisputed outstanding premium due the insurer. The maximum discount per eligible vehicle is \$75.

**4. Qualifying Massachusetts Transit Systems**

Refer to the Rate Section for a list of approved public transit systems.

5. The public transit discount shall be applied to the final premium as previously calculated and as previously adjusted by the applicable merit rating adjustment, including class 15.

**C. Anti-Theft Device**

Refer to Anti-Theft Devices Standards and Discounts Rule 54.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**D. Class 15**

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. If the principal operator becomes age 65 during the policy year, the class 10 premium must be adjusted as of that date. The premium adjustment shall be credited to the policyholder on that date unless that date is within sixty days of the expiration date of the policy, in which case the adjustment may be credited to the renewal policy. A notice of this classification change must be sent to the policyholder either prior to or with the proposed adjustment. The policyholder is required to notify the company of any change in operator usage which would affect entitlement to the discount. The discount will be calculated as follows; compute 75% of the class 10 rate for each part and display the exact dollar and cents results for each part.

The 25% discount is applied to the final premium for each part after all other discounts and rating factors have been completed. It is the last step in the rating process prior to the application of the merit rating adjustment.

**E. Annual Mileage Discount**

A discount of the premium paid for Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12 will be given to eligible policyholders on request, when the annual mileage of the vehicle falls into one of two categories. The discount will be based on the actual mileage driven in the previous policy year as determined by a comparison of two odometer readings, at least six months apart, from Registry of Motor Vehicle information or the Annual Mileage Discount Form and other standard automobile insurance forms available to the company. Refer to the Miscellaneous Rating Factors page for the applicable categories and discounts.

**1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as Antiques are not eligible. The company may request that the applicant for the discount complete the Annual Mileage Discount Form for the verification of eligibility for the discount.

**2. Verification**

The company may use the odometer readings provided by the applicant on the Annual Mileage Discount Form or other standard forms available to the company, in order to verify the mileage driven in the past year. The company shall compute the annualized difference between the odometer reading at the time of application and the previous odometer reading to determine eligibility. If a vehicle replaces a vehicle which is receiving the discount, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

The company may use information from the Vehicle Inspection System of the Registry of Motor Vehicles to verify annual mileage. The difference in the two most recent odometer readings reported by the Registry, if at least six months apart, shall be annualized to determine eligibility for the discount. If the Registry reports only one reading, which is more than six months before the application for the discount, the applicant may provide a current odometer reading on the Annual Mileage Discount Form, and the difference shall be annualized to determine eligibility.

If two odometer readings, at least six months apart, are not available to the company through the Registry of Motor Vehicles, the Annual Mileage Discount Form or other standard forms, the vehicle is not eligible for the annual mileage discount.

**3. Application of Discount**

The applicable discount applies to rates otherwise determined for each insured vehicle by coverage, limits purchased, territory, driver class, and model year and symbol prior to the application of merit rating adjustment.

**F. Passive Restraint Discount**

A 25% discount will apply to the premium paid for Parts 2, 3, 6 and 12 if will be given to eligible policyholders for qualifying vehicles which contain at least one of the following occupant safety features; an airbag installed for either the driver's seating position or both front outboard designated seating positions or an automatic seatbelt installed for either the driver's seating positions or both front outboard designated seating positions.



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**G. Advanced Driver Training**

[Reserved]

**H. Multi-Line Discount**

A discount shall apply, in accordance with the table below, if a policyholder also has a homeowners and/or qualifying Amica Life Insurance policy(ies). A qualifying Amica Life Insurance policy is an active individual term life policy, an active individual whole life policy, or an active individual universal life policy within the policyholder's account that is owned by the named insured or a related household member.

- a. Only the largest single discount shall apply regardless of the number of Homeowners policies in force.
- b. A qualifying Amica Life Insurance policy may be associated with only one policyholder in a given household.
- c. The discount shall apply to Parts 1, 2, 4, 5, 6, 7, 8, and 9.

	No Amica Life Policies	1 Amica Life Policy	2+ Amica Life Policies
Auto only	0%	4%	7%
Auto & HO-1, 2, 3, 5, 9	5%	7%	10%
Auto & HO-6	3%	5%	8%
Auto & HO-4	2%	5%	8%

**I. Good Student**

The applicable Good Student discount applies provided 1. the owner or operator is Rate Class 17, 18, 20, 21, 25, or 26 and a full time high school, college or university student, 2. a certified statement from a school official is presented to the Company on each anniversary date of the policy indicating that the student has met one of the following requirements during the immediately preceding school semester: (a) is in the upper 20% of his/her class scholastically, or (b) maintains a "B" average, or its equivalent. If the letter grading system can not be averaged then no grade can be below "B.", (c) when in a school maintaining a numerical grade, must have at least a 3 in a 4, 3, 2, 1 point system or its equivalent, (d) in addition to the prior semester records, allow the Annual GPA as an additional qualifier of good student status; this may be obtained by averaging GPAs of the (2) preceding semesters, (e) student is included in a "Dean's List," "Honor Roll" or comparable list indicating scholastic achievement. A change resulting from a change in the scholastic standing of the student can not be effected between anniversary dates of the policy. Refer to Miscellaneous Rating Factors page for applicable discount.

**J. Loyalty**

A discount based on the number of years an insured has consecutively held an automobile policy with Amica will be applied to Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, and 12. Insureds that are not presently insured with Amica but have been consecutively insured for a period of not less than three years with the same insurer or insurer group and have not been cancelled or non-renewed will be eligible for a 3% discount. Refer to the Miscellaneous Rating Factors page for applicable discount.

**Rule 20. MODEL YEAR RATING**

**A. Model Year Defined**

The model year of an auto is used in rating physical damage coverage on an actual cash value basis.

The model year of the auto is the year assigned by the auto manufacturer. The model year of rebuilt or structurally altered autos is determined by the model year of the chassis.

**B. Rating of Model Years Not Shown on Rate Pages**

1. When model year is used in rating and the relativities for a model year are not displayed in the Rate Pages, multiply the appropriate symbol factor for the latest model year displayed by the factors displayed in the table below:

<b>Model Year to be Rated</b>	<b>Model Year/Symbol Factors</b>
Latest Model Year Displayed + 1 year	1.05
Latest Model Year Displayed + 2 years	1.10
Latest Model Year Displayed + 3 years	1.16

**Rule 21. FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE**

**A. Actual Cash Value**

Refer to Miscellaneous Rating Factors Section for the applicable rating factors.

**B. Stated Amount**

Refer to Miscellaneous Rating Factors Section for the applicable rating factors.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Rule 22. NON-SYMBOLLED VEHICLES AND RATING VEHICLES FOR WHICH SYMBOLS ARE NOT SHOWN ON THE RATE PAGES****A. Non-Symbolled Vehicles**

1. For rating of newly announced models for which no symbol is shown, use the symbol of the latest corresponding model which is shown until announcement is made.
2. For rating of other vehicles which have no prior corresponding model, determine the appropriate symbol based on the FOB List Price or Purchase Price, whichever is higher, from the following table.

Symbol	Model Years 1980 & Prior	Model Years 1981-1989	Model Years 1990 -2010	Symbol	Model Years 2011 and Later	Symbol	Model Years 2011 and Later
1	0- 1600	0- 1600	0- 6500	1	1-3,000	41	35,001-36,000
2	1601- 2100	1601- 2100	6501- 8000	2	3,001-5,500	42	36,001-37,000
3	2101- 2750	2101- 2750	8001- 9000	3	5,501-8,000	43	37,001-38,000
4	2751- 3700	2751- 3700	9001-10000	4	8,001-9,000	44	38,001-39,000
5	3701- 5000	3701- 5000	10001-11250	5	9,001-10,000	45	39,001-40,000
6	5001- 6500	5001- 6500	11251-12500	6	10,001-11,000	46	40,001-41,250
7	6501- 8000	6501- 8000	12501-13750	7	11,001-12,000	47	41,251-42,500
8	8001-10000	8001-10000	13751-15000	8	12,001-13000	48	42,501-43,750
10	10001-12500	10001-12500	15001-16250	10	13,001-14000	49	43,751-45,000
11	12501-15000	12501-15000	16251-17500	11	14,001-15000	50	45,001-46,250
12	15001-17500	15001-17500	17501-18750	12	15,001-15,625	51	46,251-47,500
13	17501-20000	17501-20000	18751-20000	13	15,626-16,250	52	47,501-48,750
14	20001 & above	20001-24000	20001-22000	14	16,251-16,875	53	48,751-50,000
15		24001-28000	22001-24000	15	16,876-17,500	54	50,001-52,500
16		28001-33000	24001-26000	16	17,501-18,125	55	52,501-55,000
17		33001-39000	26001-28000	17	18,126-18,750	56	55,001-57,500
18		39001-46000	28001-30000	18	18,751-19,375	57	57,501-60,000
19		46001-55000	30001-33000	19	19,376-20,000	58	60,001-65,000
20		55001-65000	33001-36000	20	20,001-20,625	59	65,001-70,000
21		65001 & above	36001-40000	21	20,626-21,250	60	70,001-75,000
22			40001-45000	22	21,251-21,875	61	75,001-80,000
23			45001-50000	23	21,876-22,500	62	80,001-85,000
24			50001-60000	24	22,501-23,125	63	85,001-90,000
25			60001-70000	25	23,126-23,750	64	90,001-95,000
26			70001-80000	26	23,751-24,375	65	95,001-100,000
27			80001 & above	27	24,376-25,000	66	100,001-110,000
				28	25,001-25,625	67	110,001-120,000
				29	25,626-26,250	68	120,001-130,000
				30	26,251-26,875	69	130,001-140,000
				31	26,876-27,500	70	140,001-150,000
				32	27,501-28,125		
				33	28,126-28,750	71	Rating Symbol *
				34	28,751-29,375	72	Rating Symbol *
				35	29,376-30,000	73	Rating Symbol *
				36	30,001-31,000	74	Rating Symbol *
				37	31,001-32,000	75	Rating Symbol *
				38	32,001-33,000		
				39	33,001-34,000		
				40	34,001-35,000	98	150,001 & above**

\* These symbols have no corresponding price ranges and will therefore not be used to determine a vehicle's Price New Symbol. Vehicles can only be assigned these rating symbols via experience-based modification.

\*\* Vehicles assigned Symbol 98 will be priced according to Rule 22.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**3. Stated or Agreed Amount**

If an automobile is appraised for stated or agreed amount coverage, the appraised value must be used to determine the symbol.

For model years 1980 and prior, with values of \$20,001 and above, the auto must be rated on a Stated Amount Basis in accordance with Rule 41. The insurer has the option to waive the requirement of obtaining an appraisal as required under Rule 41.

**4. Equipment: Vans and Pick-ups**

Except with respect to the coverage provided under Rule 47 for custom furnishings or custom equipment, the cost of any equipment installed in or upon a pick-up or van shall be added to the FOB List Price, Purchase Price or Appraisal Value in determining the applicable symbol.

**B. 2011 and Later Model Years – Symbol 98 Vehicles**

Develop the base rates for Symbol 98 Vehicles as follows:

1. Comprehensive
  - a. Increase the factor for Symbol 70 by +0.74 for each \$10,000 or fraction of \$10,000 above \$150,000 of Original Cost; and
  - b. Apply this factor to the applicable model year Symbol 11 rate, calculated by multiplying the base rate by the Symbol 11 factor.
2. Collision
  - a. Increase the factor for Symbol 70 by +0.35 for each \$10,000 or fraction of \$10,000 above \$150,000 of Original Cost; and
  - b. Apply this factor to the applicable model year Symbol 11 rate, calculated by multiplying the base rate by the Symbol 11 factor.

**C. 1990-2010 Model Years – Symbol 27 Vehicles**

Determine the actual cash value premium for Symbol 27 vehicles by:

- a) Dividing the factor for Symbol 26 by the factor for Symbol 17 and then by increasing the resulting factor by +.15 for each \$10,000 or portion of \$10,000 above \$80,000 of the FOB List Price or Purchase Price, whichever is higher.
- b) Applying this factor to the Symbol 17 factor, then multiplying by the base rate for the appropriate territory, class, and model year and then rated in accordance with Rule 11.

**RULE 23. HIGH-THEFT VEHICLES**

For certain model years, some makes and models are considered high-theft vehicles. These vehicles are identified as such in the Symbol and Identification Section of this Manual.

Any person who acquires ownership of a high-theft vehicle must have a Category III, Category IV or Category V anti-theft device or vehicle recovery system installed in the vehicle, otherwise the company may, at its option, charge an extra-risk rate, decline coverage, or cancel existing coverage.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**New Business Rule**

Any high-theft vehicle listed on a New Business Application which does not have an appropriate anti-theft device or vehicle recovery system shall be written at the extra-risk rate. If an appropriate device is installed within thirty days of the policy effective date, the extra-risk premium will be waived and the anti-theft discount will be allowed retroactive to policy inception. If an appropriate device is not installed within thirty days of policy inception, the company, at its election, may cancel Collision and Comprehensive or continue such coverage at the extra-risk rate.

A category III, IV, or V device installed more than thirty days after the policy effective date qualifies for the applicable discount, but the discount shall be calculated pro-rata from the date of installation. Any premium charged for an extra-risk rate shall be earned on a pro-rata basis.

**RULE 24. EXTRA-RISK RATING (COLLISION AND COMPREHENSIVE)**

The following circumstances require the application of the extra-risk rate if the company elects to write the coverage and the insurance to be provided is on a vehicle:

1. customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto insurance related fraud, or auto theft.
2. customarily driven or owned by persons who have within the last three years, been convicted of any category of driving under the influence of alcohol or drugs.
3. customarily driven by or owned by persons who, within three years preceding the effective date of the policy, have been involved in four or more at-fault auto accidents. An at-fault auto accident is one in which the owner or any person who customarily drives the auto was more than 50% at fault.
4. designated as a "high-theft vehicle" which does not have at least a minimum anti-theft or auto recovery device as prescribed by the Commissioner of Insurance. (Refer to Rule 23.)
5. customarily driven by or owned by persons who have two or more total auto theft or fire insurance claims within the three years immediately preceding the effective date of the policy.
6. customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making claim under Collision or Comprehensive coverage.
7. for which a salvage title has been issued by the Registrar of Motor Vehicles unless a new certificate of title has been issued in accordance with Massachusetts law. (Coverage cannot be written on a vehicle which has been issued a salvage title.)

The factors for the extra-risk rate are applied to the manual rate as follows:

	Collision	Comprehensive
Vehicular Homicide	1.5	1.0
Auto Insurance Related Fraud	1.5	1.5
Auto Theft	1.5	1.5
Driving Under the Influence of Alcohol or Drugs	1.1	1.0
Four or More At-Fault Accidents	1.1	1.0
High-Theft Vehicle	1.0	1.5
Two or More Total Fire or Total Theft Losses	1.0	1.5
Material Misrepresentation	1.5 (1.2)	1.5 (1.2)
Salvage Title	Coverage not available	

**NOTE:** For the first instance of a material misrepresentation in the application for insurance, the lower indicated factor may be used, at the option of the company.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Application of Factors****A. Single Vehicle Policies**

Where more than one category applies to the same operator or vehicle, the highest applicable factor shall be used respectively for Collision and Comprehensive. For example, if a listed operator is convicted of vehicular homicide and also has a high-theft vehicle, the factor for both Collision and Comprehensive is 1.5. The factors do not compound. In cases where separate policies are issued by the same insurer to the common owner of two or more vehicles, the highest applicable factors for Collision and Comprehensive shall be assigned to the vehicle with the highest premium for Collision and Comprehensive respectively. For each subsequent vehicle, the next highest applicable factor shall be assigned to the next highest premium for Collision and Comprehensive respectively, etc. If one or more of the extra-risk categories of insurance fraud, auto theft or material misrepresentation apply to such common owner, the applicable factor shall be used for both Collision and Comprehensive for each insured vehicle.

**B. Multi-Vehicle Policies**

The highest applicable factors for Collision and Comprehensive shall be assigned to the vehicle with the highest premium for Collision and Comprehensive respectively. Each subsequent vehicle shall be assigned the next highest applicable factor and so forth. If one or more of the extra-risk categories of insurance fraud, auto theft or material misrepresentation apply to the insured owner, the applicable factor shall be used for both Collision and Comprehensive for each insured vehicle.

**RULE 25. VEHICLE SERIES RATING**

Vehicle Series Rating (VSR) is a program applied by the Insurance Services Office (ISO) to adjust the Price New Symbols of vehicles to increase or decrease the symbol due to loss experience reflecting crash damage, ease of repair, cost of repair parts, and theft for the particular vehicle, resulting in the Rating Symbol. The Rating Symbol is used to determine a vehicle's premium for Collision, Limited Collision and Comprehensive coverage.

The VSR program reviews the symbol assignments for all vehicle series five times: when the model year is introduced and in each of the next four annual VSR review years. The symbol for a particular series may be upsymbolled, downsymbolled, or may remain the same.

Reassignment of symbols shall be effective with 2006 and subsequent model year vehicles and may only be applied at policy issuance or renewal. A policy shall not be changed mid-term solely due to a change in symbol assignment based on symbol review.

**RULE 26. ADDITIONAL RATING FACTORS****DRIVING EXPERIENCE FACTOR**

The premium for each coverage is determined by applying the Driving Experience factor from the table below to Parts 1, 2, 4, 5, 6, 7, 8, and 9.

Years		Coverages	Coverages
Driving Experience		1,2,4,7	5,6,8,9
No valid US or Canadian License		Factor	Factor
	Range 7	1.095	1.04
0-2	Range 1	1.00	1.00
3-5	Range 2	1.00	1.00
6-9	Range 3	1.095	1.04
10-19	Range 4	1.00	1.00
20-49	Range 5	0.95	0.95
50-59	Range 6	1.00	1.00
60+	Range 7	1.095	1.04

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**LIMIT/VEHICLES FACTOR**

Determine if the vehicle qualifies for a multi-car discount. Determine the Each Person Bodily Injury Liability Limit for the vehicle. The premium for each coverage is determined by applying the Limit/Vehicles factor for the appropriate Each Person Bodily Injury Liability Limit and single/multi-car status from the tables below to Parts 1, 2, 3, 4, 5, 6, 7, 9, and 12. For vehicles without liability coverage, a factor of 1.00 should be used for Parts 1, 2, 3, 4, 5, 6, 7, 9, and 12.

**Vehicles Not Qualifying For the Multi-Car Discount**

SELECTED BI EP Limit	PART								
	1	2	3	4	5	6	7	9	12
20	1.10	1.10	1.10	1.10	1.10	1.10	1.00	1.10	1.10
25-50	1.07	1.00	1.00	1.00	1.07	1.00	1.00	1.00	1.00
100-1000	0.98	.98	.98	.98	.98	.98	.98	.98	.98

**Vehicles Qualifying For the Multi-Car Discount**

SELECTED BI EP Limit	PART								
	1	2	3	4	5	6	7	9	12
20	1.10	1.10	1.10	1.10	1.10	1.10	1.00	1.10	1.10
25-50	1.07	1.00	1.00	1.00	1.07	1.00	.98	.98	1.00
100-1000	0.98	.98	.98	.98	.98	.98	.98	.98	.98

**SECTION II - PRIVATE PASSENGER AUTOMOBILES****RULE 27. PRIVATE PASSENGER DEFINITION**

- A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others. A vehicle which meets the conditions of Rule 31, regarding the transportation of fellow employees, students or others for consideration, is included in this definition, provided such vehicle is not registered for carrying passengers for hire.
- B. A motor vehicle that is a pick-up or van, that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and
1. has a gross vehicle weight rating of less than 10,000 pounds or has a rating symbol assigned to it by the Insurance Services Office (ISO), and
  2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.
- C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

- D. At the option of the company, an eligible vehicle under this rule whose title has been transferred to a trust may be written under the Massachusetts Automobile Insurance Policy, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

If a motor vehicle is leased as described in the foregoing paragraphs, and the lessee is obtaining the insurance, the policy must be issued to the lessee as named insured and Endorsement M-0070-S, "Coverage For Anyone Renting An Auto To You," must be attached to the policy.

## **RULE 28. PRIVATE PASSENGER CLASSIFICATIONS**

### **A. Operator Classes**

- 10 Experienced Operator.** The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more.** The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years.** The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years.** The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 21 Inexperienced Occasional Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is not the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 25 Inexperienced Principal Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has completed a Satisfactory Driver Training Program.
- 26 Inexperienced Occasional Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, has completed a Satisfactory Driver Training Program, and is not the principal operator of the automobile.
- 30 Business Use.** The operator has been licensed at least six years and the automobile is used in the occupation, profession, or business of the insured. Going to or from the principal place of the occupation, profession or business of the insured is not considered business use.



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**B. Operators**

All operators of the insured automobiles must be listed on the Coverage Selections Page of the Policy. An operator is a person who has an operator's license, but does not include a person who has only a learner's permit.

**1. Assignment of Operators to Automobiles**

a. Each operator listed on the policy shall be assigned to an automobile on the policy based on the operator's class and merit rating in a manner which produces the highest Combined Premium (the sum of the premium for Parts 1, 2, 4, 5, 7, 8, and 9 for the operator's class and the operator's merit rating plan points) for each automobile. The operators shall be assigned in order of the highest Combined Premium applied to the automobile with highest Base Premium (the automobile's Class 10 premium for Parts 1, 2, 4, 5, 7, 8, and 9) until all operators are assigned to an automobile, except that:

i. If an inexperienced operator is the principal operator of a specific automobile, the automobile shall be rated with the appropriate inexperienced principal operator class and merit rating of that operator;

ii. If an operator age 65 or over is the principal operator of a specific automobile and all operators listed on the policy have been licensed at least six years, the automobile shall be rated as Class 15 and that operator's merit rating shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the merit rating of the Class 15 operators shall be applied in the manner which produces the highest Combined Premium.

iii. If an operator's class and merit rating are rated on an automobile covered by another Massachusetts private passenger insurance policy, that operator shall be deferred from rating on the policy (Deferred Operator). If all operators listed on a policy are Deferred Operators, the operator producing the lowest Combined Premium shall be assigned to the automobile(s).

iv. If only one operator is listed on the policy, all automobiles on the policy will be assigned the same principal operator classification and merit rating.

v. If each listed operator has been used in rating an automobile on the policy, any remaining automobiles shall be assigned the operator class and merit rating which produces the lowest Combined Premium, unless the automobile is subject to rating as Class 30.

vi. If more than one operator is listed on the policy, an operator cannot be assigned as the principal operator of more than one automobile on the policy until the other operators (except Deferred Operators) are assigned to an automobile.

An operator is a Deferred Operator if that operator's classification and merit rating plan adjustment are assigned to and rated on another automobile covered by another Massachusetts private passenger automobile insurance policy.

b. The assignment of operators to automobiles applies regardless of the number of policies or insurers involved.

c. An inexperienced operator in active military service with the Armed Forces of the United States of America shall not be considered an operator of the automobile unless such individual customarily operates the automobile.

d. Private passenger automobiles owned by clergy are to be classified as Class 10 or 15 unless (a) Class 30 is required due to business use other than in connection with church use or (b) an inexperienced operator is listed on the policy.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**2. Excluded Operator**

If an operator who is a member of the household is to be excluded in rating a particular automobile to produce a lower premium charge, the policyholder must submit a signed statement that such operator does not and will not operate the automobile to be insured. The signed statement must be on the Operator Exclusion Form, M-0106-S.

If any operator excluded as a result of such signed statement operates the automobile, the appropriate operator classification premium for the full policy period may be charged unless a collision or limited collision claim has been denied in accordance with the provisions of the policy because the excluded operator was driving the automobile at the time of the accident.

**3. Driving Experience**

An operator new to Massachusetts must provide evidence of licensure from the state or country where the operator was previously licensed in order to assign the correct operator classification under this rule. If electronically available, the company will be responsible for obtaining the motor vehicle operator report from the other state or country. If necessary, a certified English translation may be required. No operator shall be assigned to Class 10 unless the operator has six or more years of driving experience.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

**4. Operator Use**

Operators will be classified by the amount of use of an insured automobile:

- Principal Operator – a person who has an operator's license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- Occasional Operator – a person who has an operator's license and operates the insured automobile less than the principal operator.

**C. Classification Changes**

Classification of each automobile shall be determined by the facts existing as of the effective date of the policy. Premium adjustments shall be made on a pro rata basis if changes occur during the policy period.

**D. Satisfactory Driver Training Program**

1. Completion and receipt of a certificate under the Massachusetts Driver Education Program prescribed by the Registrar of Motor Vehicles, or
2. The presenting of satisfactory evidence (certificate signed by school officials) that such operators have successfully completed a driver education course in a state other than Massachusetts meeting the following standards:
  - a. The course had the official approval of the State Department of Education or other responsible state agency, and was conducted by:
    - (1) a recognized secondary school, college or university, or

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

- (2) other school approved and supervised by the State Department of Education or other responsible state agency.
- b. The course was conducted by instructors certified by the State Department of Education or other responsible state agency.
- c. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of twelve clock hours per student in the practice driving phase.

**RULE 29. RESERVED FOR FUTURE USE****RULE 30. PERSONAL INJURY PROTECTION - DEDUCTIBLE FORM**

The policyholder, at his or her option, may elect an amount to be deducted from the amounts otherwise due each person subject to the deduction, under the following conditions:

1. The option of electing a deductible shall be limited to individual insureds and shall apply only to private passenger vehicles as defined in this Section and motor homes owned by such insureds.
2. The eligible policyholder may select a deductible amount of \$100, \$250, \$500, \$1,000, \$2,000, \$4,000 or \$8,000.
3. The deductible applicable to the "Policyholder alone" is the only deductible available if the policyholder is the only member of the household, regardless of the number of vehicles which he owns. Lawfully married individuals having joint ownership and registration of a single motor vehicle which is the only vehicle in the household shall be considered to be an individual for purposes of paragraph 4 of this rule. In such a case the same form of deductible must apply to both of the lawfully married individuals.
4. Either the deductible for the policyholder "alone" or the policyholder and household members is available to a policyholder who has two or more members in his household and there is one motor vehicle in the household.
5. The deductible applicable to the policyholder and household members is the only deductible available for election if there are two or more members in the household, and also two or more motor vehicles insured for Personal Injury Protection by household members.
6. If two or more vehicles are insured under a single policy, the same deductible election shall apply to all vehicles insured under such a policy.
7. As used in this rule, the term "household members" means those persons living in the policyholder's household who are related to the policyholder by blood, marriage or adoption. This includes wards or foster children.

The Personal Injury Protection premium otherwise applicable shall be reduced by the dollar amount determined by applying the percentage shown on the Miscellaneous Rating Factors page to the manual premium.

**RULE 31. TRANSPORTATION OF FELLOW EMPLOYEES**

If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the premium to be charged shall be the otherwise applicable private passenger automobile premium. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, **Students or Others, M-0004-S.**

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B).

Liability

100% of the otherwise applicable premium rated in accordance with Rule 11.

Physical Damage

Part 7: 60% of the otherwise applicable premium rated in accordance with Rule 11.\*

Part 8: 100% of the otherwise applicable premium rated in accordance with Rule 11.

Part 9: 90% of the otherwise applicable premium rated in accordance with Rule 11.

\* Reduction not applicable to Waiver of Deductible premium.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

**RULE 33. TOWING AND LABOR COST**

Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

Applicable regardless of the term of the policy or endorsement.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Liability

No Charge

Physical Damage

1. Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.
2. Multiply the Territory 1, Class 10 base rate by the appropriate symbol factor for the 2010 model year.
3. Parts 7, 8 and 9: 50% of the otherwise applicable premium rated in accordance with Rule 11.

All policies subject to this rule, written for trailers with living quarters, must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 35. AUTOLOAN/LEASE COVERAGE**

A policy providing both collision and comprehensive coverage may be extended to provide coverage for the difference between the outstanding indebtedness on a loan/lease agreement on a vehicle, and the actual cash value of the vehicle, subject to the following:

Auto Loan/Lease Coverage may be provided only to a vehicle that is a private passenger auto, pickup or van; and

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

The insured must request the auto loan/lease coverage within 30 days of leasing or financing a vehicle.

The charge for this coverage will be 7% of both the Part 7, Collision, and Part 9, Comprehensive coverages.

**RULES 36 - 38. RESERVED FOR FUTURE USE****SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES****RULE 39. MOTOR HOMES/CAMPER BODIES****A. Motor Homes**

Any motor vehicle originally designed or permanently altered as living quarters (including cooking, dining, plumbing or refrigeration facilities), and which is used exclusively for human habitation or camping purposes. This also includes pick-up trucks used solely to transport a camper body or other similar living quarters. A motor vehicle designed primarily to transport property which has been temporarily altered or equipped for human habitation shall not be deemed to be a motor home.

Liability

100% of the otherwise applicable premium rated in accordance with Rule 11.

Physical Damage

Parts 7 and 8: 50% of the otherwise applicable premium rated in accordance with Rule 11.

Part 9: 100% of the otherwise applicable premium rated in accordance with Rule 11.

For Parts 7, 8 and 9, refer to Rule 22 to determine rating symbol.

**B. Camper Bodies**

A pick-up truck used to transport a portable camper body or similar living quarters, but which is also used for other purposes should be rated, both pick-up and camper body, according to the otherwise regular use of the vehicle.

For Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) coverages, the vehicle should be rated as follows:

## Symbolled Pick-Up

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the camper body to the value of the vehicle as determined in item 2.
4. Develop the premium in accordance with Rule 11 using the rating symbol determined in item 3 and the model year indicated in the rate section.

## Non-Symbolled Pick-Up

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the camper body.
2. Based on the price developed in item 1 refer to Rule 22 to determine the symbol.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

3. Develop the premium in accordance with Rule 11 using the symbol determined in item 2 and the model year indicated in the rate section.

**NOTE:** All policies subject to this rule must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

#### **RULE 40. ANTIQUE MOTOR CARS AND ANTIQUE MOTORCYCLES**

Any motor vehicle or motorcycle registered as an antique or, if not registered, is over twenty-five years old which is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and which is not used primarily for the transportation of passengers or goods over any way, provided that the application for registration thereof is accompanied by an affidavit upon a form provided by the Registrar which shall include a statement of the age and intended use of such motor vehicle.

The merit rating plan percentages do not apply to vehicles described in this Rule.

Endorsement M-0047-S titled Antique Auto must be issued with the policy.

##### Antique Motor Cars

- |                    |  |
|--------------------|--|
| Parts 1, 2, 4 & 5: | 25% of the otherwise applicable Class 10 premium rated in accordance with Rule 11.   |
| Parts 3, 6 & 12:   | 100% of the otherwise applicable premium rated in accordance with Rule 11.   |
| Parts 7, 8 & 9:    | 50% of the otherwise applicable premium rated in accordance with Rule 11 using the appropriate 2010 model year symbol, based on the appraised value, and the Territory 1, Class 10 base rate |

##### Antique Motorcycles

- |                    |  |
|--------------------|--|
| Parts 1, 2, 4 & 5: | 25% of the otherwise applicable Motorcycle rate              |
| Parts 3, 6 & 12:   | 100% of the otherwise applicable Motorcycle rate             |
| Parts 7, 8 & 9:    | 50% of the otherwise applicable Territory 1 Motorcycle rate. |

#### **RULE 41. STATED AMOUNT COVERAGE**

##### **Parts 7, 8 and 9**

A motor vehicle shall be insured on a stated amount basis when it can be clearly established that its value will produce an inadequate premium charge using normal rating procedures. In such case, the vehicle shall be rated as follows:

1. An appraisal shall be made at the time of application to establish the current market value of the vehicle. The insurer shall verify the accuracy of the appraisal.
2. Calculating Stated Amount Premiums
  - a. Collision

Multiply the base rate by symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Divide the results by the appropriate stated amount divisor to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

Model Years 2010 & Earlier Symbols	Collision Stated Amount Divisor
1	32.50
2	72.50
3	85.00
4	95.00

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

5	106.25
6	118.75
7	131.25
8	143.75
10	156.25
11	168.75
12	181.25
13	193.75
14	210.00
15	230.00
16	250.00
17 and higher	270.00

## b. Limited Collision

Multiply the Collision base rate by the symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Multiply the result by the limited Collision Deductible factor displayed on the rate pages. Divide the results by the appropriate Collision stated amount divisor displayed above to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

## c. Comprehensive

Multiply the Comprehensive base rate by the symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Multiply by 100 and divide the results by the appropriate Median Symbol Value displayed below to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

Model Years 2010 & Earlier Symbols	Comprehensive Median Symbol Value
1	3,250
2	7,250
3	8,500
4	9,500
5	10,625
6	11,875
7	13,125
8	14,375
10	15,625
11	16,875
12	18,125
13	19,375
14	21,000
15	23,000
16	25,000
17 and higher	27,000

Endorsement MPY-0027-S titled Stated Amount Coverage must be issued with the policy. This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule.

**RULE 42. GOLFMOBILES AND LAWNMOWERS (MOTORIZED)**

Coverage for these vehicles is to be provided by a Personal Auto Policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

**RULE 43. SNOWMOBILES**

A snowmobile is a motor vehicle designed for use principally on snow or ice using wheels or crawler-type treads or belts for locomotion across land, ice or snow. This does not include a vehicle using airplane - type propellers or fans.

Coverage shall be provided on a Personal Auto Policy without a Personal Injury Protection endorsement.

ISO Endorsement PP-03-20 titled Snowmobiles must be issued with the policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

**NOTE:** a. Only Stated Amount Coverage is available.

- b. A snowmobile and trailer designed to be towed by the snowmobile shall be considered one unit for determining the deductible amount to any loss, provided said trailer is described in the schedule on the endorsement.

**RULE 44. MOTORCYCLES, MOTORSCOOTERS, MOPEDS AND SIMILAR MOTOR VEHICLES**

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.50. The merit rating assigned to an operator on a private passenger automobile insurance policy, if available, shall also be applied to the motorcycle policy. Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

If there is more than one operator on a policy, the operators shall be assigned to the motorcycles in the order which produces the highest Combined Premium. The Combined Premium is the sum of the premium for Parts 1, 2, 4, 5, 7, 8 and 9 for the operator's classification, including the 25% discount for operators age 65 and over, and the operator's merit rating. Any motorcycles remaining after assignment of all operators shall be assigned the classification and merit rating producing the lowest Combined Premium for the listed operators. If an inexperienced operator is the only listed operator of the motorcycle on the policy, all motorcycles shall be assigned an inexperienced operator classification.

Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law. If Optional Bodily Injury to Others (Part 5) is purchased with guest occupants excluded, Endorsement M-0002-S titled "Guest Occupants Exclusion" must be issued with the policy.

The term "Motorcycle" shall include any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including any bicycle with a motor or driving wheel attached, except a tractor, a motorized lawnmower, a motor vehicle designed for the carrying of golf clubs and not more than four persons, an industrial three wheel truck, or a motor vehicle on which the operator and passengers ride within an enclosed cab.

The multi-car discount does not apply to any motorcycle.

Motorcycles shall be classified on the basis of cubic centimeter displacement in accordance with the following groups and written at the rate shown on the Rate Sheets.

Group A - Cubic Centimeter Engine Displacement of 100 or less.

Group B - Cubic Centimeter Engine Displacement of 101-350.



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Group C - Cubic Centimeter Engine Displacement of 351-650

Group D - Cubic Centimeter Engine Displacement over 650

**Fire** - See rate section.

**Theft** - See rate section.

**Comprehensive** - See rate section.

**Collision** - See rate section.

**Limited Collision** - See rate section.

**Substitute Transportation** – See Miscellaneous Rating Factors page.

**Towing and Labor** – See Miscellaneous Rating Factors page.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule, shall be eligible for a 25% discount if the experienced operator has attained age 65, or older. The discount applies to all Parts.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 10% discount if the principal operator has completed an approved motorcycle rider training program. The discount applies to Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12. Refer to the Miscellaneous Motor Vehicles Page for a list of approved sites.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 20% discount if the motorcycle is equipped with a Vehicle Recovery System which falls under Category IV of the Anti-Theft Device Standards and Discounts, as defined in Rule 54. This discount is applicable to Comprehensive coverage or other combinations of specified perils which afford Theft coverage.

Coverage for vehicles rated in accordance with this Rule and not subject to the Compulsory Law shall be provided on a Personal Auto Policy without a Personal Injury Protection Endorsement.

#### **RULE 45. AGREED AMOUNT COVERAGE - COMPREHENSIVE**

At the option of the policyholder, Comprehensive (Part 9) coverage may be written to provide that in determining the actual cash value of a motor vehicle to be insured, no deduction shall be made to reduce the value of the vehicle to less than the agreed value in the event of loss. "Agreed value" means the value of the vehicle as determined by agreement between the insurer and the policyholder. As a condition to this coverage, the insurer shall be permitted to inspect the vehicle at the time of application. The vehicle shall be rated as follows:

1. An appraisal is to be made to establish the current market value of the vehicle. The cost of appraisal shall be borne by the policyholder.
2. Refer to Rule 22 to determine the appraised value symbol group.
3. Multiply the Comprehensive base rate by the symbol relativity for model year 2010. Multiply by 100 and divide the results by the appropriate Median Symbol Value displayed in Rule 41 to obtain the stated amount rate.
4. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium.
5. Multiply the premium obtained in (4) above by the factor of 110%. Apply all other rating factors, discounts and Merit Rating point percentages in accordance with Rule 11.

Endorsement MPY-0034-S titled "Agreed Amount Coverage - Comprehensive" must be issued with the policy.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

This rating procedure is not available for antique automobiles and antique motorcycles as defined in Rule 40.

**RULE 46. EXCESS ELECTRONIC EQUIPMENT COVERAGE**

Coverage for loss or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, is excluded under the Massachusetts Automobile Insurance Policy, unless the electronic equipment has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. However, electronic equipment which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment is covered up to \$1,000. Coverage in excess of \$1,000 is available, as follows:

1. Determine the value of the equipment, including installation, in excess of \$1,000
2. Apply a rate of \$4 to each \$100 of valuation.
3. The rate charged is a flat rate. No other rating factors, discounts or Merit Rating percentages apply, except for the Class 15 discount, if applicable.
4. Endorsement MPY-0041-S, "Excess Electronic Equipment Coverage," must be issued with the policy.

Refer to the Miscellaneous Rating Factors page for premium charges.

**RULE 47. CUSTOMIZED VANS AND PICK-UPS**

Coverage for loss or damage to customizing equipment located in or upon a pick-up or van is excluded under the Massachusetts Automobile Insurance Policy. Coverage for customizing equipment is available for any pick-up or van insured under the policy for Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) by attaching Endorsement MPY-0037-S, Coverage for Customized Vans and Pick-Ups, and adding the value of the customized equipment to the value of the vehicle.

The vehicle should be rated as follows:

**A. Symbolled Pick-Up or Van**

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the customized equipment to the value of the vehicle as determined in accordance with Rule 11 using tem 2.
4. Develop the premium according to the rating symbol determined in Item 3 and the model year indicated in the rate section.

**B. Non-Symbolled Pick-Up or Van**

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the customized equipment.
2. Based on the price developed in Item 1, refer to Rule 22 to determine the symbol.
3. Develop the premium in accordance with Rule 11 using the symbol determined in Item 2 and the model year indicated in the rate section.

**RULE 48. ORIGINAL EQUIPMENT MANUFACTURER PARTS COVERAGE**

Coverage Parts 7, 8, 9

Coverage for payment of an amount necessary to replace damaged crash parts of an auto with parts manufactured or licensed by the original equipment manufacturer is provided for autos with less than 20,000 miles. At the option of the company, this coverage may be extended. Crash parts are defined to be sheet metal or plastic parts that constitute the visible exterior of the vehicle excluding glass and mechanical parts.

Eligible autos are private passenger automobiles as defined in Rule 27 which are insured for Collision, Limited Collision or Comprehensive coverage, and which are up to 10 model years old. For purposes of this rule, July 1 shall be considered the date at which model years age. For example, a model year 2007 vehicle will be new on July 1, 2006. It will be one model year old on July 1, 2007, two model years old on July 1, 2008, etc. It will be 10 model years old on July 1, 2016.

Refer to the Miscellaneous Rating Factors section for premium development.

Endorsement MPY-0040-S titled Original Equipment Manufacturer Parts Coverage must be issued with the policy.

**SECTION IV - NON-OWNED AUTOMOBILES****RULE 49. NAMED NON-OWNER POLICY**

A policy may be written, at the option of the company, to insure a named individual who does not own an auto but drives borrowed or rented autos. The policy may also provide coverage for family members. Use Personal Auto Policy PP 00 01 and the Named Non-Owner Coverage Endorsement PP 03 22.

The following rates apply:

**Bodily Injury Liability, Property Damage Liability, Medical Payments**

If the exclusions for vehicles furnished or available for regular use apply:

Charge 40 % of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual.

Charge 60% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual and family members.

If the exclusions for vehicles furnished or available for regular use do not apply:

Charge 60% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual.

Charge 80% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual and family members

**Uninsured Motorists and Underinsured Motorists**

Charge the applicable Part 3 and Part 12 private passenger premiums rated in accordance with Rule 11.

**RULE 50. USE OF OTHER AUTOMOBILES**

A policy may be extended to provide coverage for an individual who owns an auto but also drives borrowed or rented autos. The policy may also be extended to provide coverage for household members.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Endorsement M-0051-S, Use of Other Automobiles-Vehicles Furnished or Available For Regular Use may be used to cover vehicles furnished or available for regular use except vehicles furnished for use as public or livery conveyances.

Endorsement M-0052-S, Use of Other Automobiles-Vehicles Furnished or Available For Use as Public or Livery Conveyances, may be used to cover non-owned public or livery conveyances. Primary insurance must be in effect for these vehicles.

The following rates apply for Damage To Someone Else's Property (Part 4), Optional Bodily Injury To Others (Part 5), and Medical Payments (Part 6):

1. Vehicles Furnished or Available For Regular Use Except Public or Livery Conveyances

- A. No Primary Insurance - 90% of the applicable Private Passenger base rate for an individual and 100% for individual and household members.
- B. Primary Insurance – 12% of the applicable Private Passenger base rate for an individual and 13% for individual and household members.
- C. If the Named Individual is in the business of selling, servicing, repairing or parking autos and there is no insurance afforded on a primary basis, the applicable exclusion may be eliminated and the rate to be changed shall be 100% of the applicable private passenger base rate.

2. Vehicles Furnished or Available For Use As Public or Livery Conveyances

50% of the applicable Private Passenger base rate for an individual and 60% for an individual and household members.

Physical Damage Coverages

A policy providing Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverages may be extended to provide these coverages for non-owned private passenger autos furnished or available for regular use to the named individual other than for use as a public or livery conveyance.

The premium for these coverages shall be the applicable private passenger class, symbol 5 and the 2010 Model Year in the manual for the territory in which the named individual resides.

Government Workers

If the auto furnished or available for regular use is insured and is used in the business of the United States Government or the Commonwealth of Massachusetts, attach M-0049-S, Federal Employees Using Autos They Do Not Own In The Course Of Their Employment, or M-0069-S, Commonwealth of Massachusetts Employees Using Autos They Do Not Own In The Course Of Their Employment:

**RULES 51 - 53. RESERVED FOR FUTURE USE**

**SECTION V - SUPPLEMENTAL INFORMATION**

**RULE 54. ANTI-THEFT DEVICE STANDARDS AND DISCOUNTS**

**1. Eligibility**

This rule is applicable to:

- (1) Private Passenger Automobiles as defined in Private Passenger Definition (Rule 27) in this Manual.

**2. Coverages**

The discount is applicable to the Comprehensive coverage or other combination of specified perils which afford Theft coverage.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**3. Discounts Applicable**

The following discounts are to be applied:

<b>Vehicles Qualifying for</b>	<b>Discount</b>
Category I	5%
Category II	15%
Category III	20%
Category IV	20%
Category IV, plus Category I	25%
Category IV, plus Category II	30%
Category IV, plus Category III	35%
Category V	25%
Category V, plus Category I	28%
Category V, plus Category II	32%
Category V, plus Category III	36%

**4. Definitions**

As used in this regulation, the following words shall mean:

“Passive” describes an anti-theft device or system which is activated automatically when the operator turns the ignition key to the off position.

“Alarm,” except where otherwise specified, means horn, bell, siren or other sounding device which is audible at 300 feet.

“Tubular” describes a type of lock whose key is cylindrically shaped and which has at least 50,000 combinations.

“Electronic lock or keyless device” is an electronic coding device which must have more than 10,000 combinations. The combination used to unlock the device can be entered through a keyboard or similar data entry device or by means of a remote control device.

**5. General**

Stickers identifying the particular anti-theft system installed may not be attached to the car unless specifically permitted in these rules.

If two or more qualifying devices are attached to a vehicle, the total discount shall be that applicable to the device meeting standards for the highest discount. If one of the qualifying devices is a Category IV device, the applicable discount shall be calculated as stated in Item 4. Discounts Applicable.

Insurers may require reasonable evidence of installation of any anti-theft device but may not refuse to grant a discount to a qualifying device solely on the grounds that it was installed by the owner of the auto.

**Categories Defined****Category I**

Devices qualifying in this category receive 5% discounts.

**(a) Ignition or Starter Cut-Off Switch in Combination with Flush or Tapered Door Lock Buttons**

This device is an ignition cut-off switch (sometimes called a “kill switch”) or a starter cut-off switch which is inserted into the ignition wiring of an auto. The switch is tripped upon leaving the auto and must be switched back in order to start the auto.

The switch must be installed so that it is not visible from the driver’s position when the driver is seated. In addition, the vehicle must contain flush or tapered door lock buttons on all doors.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

A sticker may identify the presence of this system.

**(b) Ignition or Starter Cut-Off Switches**

Such ignition or starter cut-of switches either must be designed so that the wires leading from the switch to the engine compartment are protected by armored tubing or cable, or operate passively.

**(c) Non-Passive, Externally-Operated Alarm**

This is a non-passive warning alarm which is installed in an auto and can be set to go off if any door, the trunk or the hood is opened without first turning off the alarm by use of a key inserted in a lock mounted on the outside of the auto.

**(d) Internally-Operated Alarm Not Meeting Category II or Category III Criteria**

This is an alarm system which is activated from within the vehicle but which does not meet all the criteria found in Section (5.3) (a) or Section (5.4)(a); alarm must be triggered by entry of doors, hood or trunk.

**(e) Steering Column Armored Collar**

This is a device similar to an oversized padlock which clamps on the steering column over the ignition lock and prevents access to it. This device, upon being locked, prevents the vehicle from being started, or if the auto is hot-wired and started, the device prevents it from being steered. No part of the device, when not in operation, is attached to the steering column. A sticker may identify the presence of this device.

**(f) Steering Wheel Removal Lock**

This device prevents steering movement of the vehicle from a parked position. This is a high security steering wheel lock assembly manufactured of hardened steel components, which allows removal of the steering wheel from the vehicle. The assembly is permanently attached to the vehicle's steering column and is located between the column and the steering wheel. Operation of the lock is controlled by a high security configured key. Unlocking the assembly will permit removal of the steering wheel from the vehicle. A fitted security plate is then inserted onto the lock assembly in place of the steering wheel and the lock's security key is then removed. Re-attachment of the steering wheel onto the lock assembly requires use of the security key to first remove the fitted security plate and then to attach the steering wheel. The security key can be removed from the lock assembly only after either the security plate or steering wheel have been locked into place.

**Category II**

Devices qualifying in this category receive 15% discounts.

**(a) Internally-Operated Alarm Systems Not Meeting Category III Criteria**

This is an alarm system which is activated from within the auto but which does not meet all the criteria in Section (5.4)(a). The ignition must be automatically cut off, or the starter must be disconnected automatically. The alarm must be triggered by entry of doors, hood or trunk.

**(b) Non-Passive Fuel Cut-Off Device**

This is a shut-off device which operates to block the fuel line when a switch is tripped or when the device is engaged by a key. The switch to open or shut off the fuel line must be well hidden from view.

**(c) Non-Passive Steering Wheel Lock**

This device prevents the steering wheel from turning. A steel collar and barrel, into which the shackle of a lock fits, are permanently attached to the steering post. The shackle, made of case-hardened alloy steel, fits over the steering wheel spoke and into the barrel. A tubular key operates the lock. The collar, barrel and shackle must resist cutting with a file. A sticker may identify the presence of this system.

**(d) Armored Cable Hood Lock and Ignition Cut-Off Switch**

This system is one which meets all the criteria of Section (5.4)(f)(1) except paragraph (a). Armor must be similar to that used in outdoor telephone booths; it must extend through firewall and be secured so as to prevent retraction.

**(e) Window Identification System**

A window identification is one in which identification letters and/or numbers are etched by sandblasting, chemical process or other permanent marking into all the windows of the vehicle other than the small vent window.

Provision must be made for immediate telephone identification of the owner of the vehicle any time of day or night.

A sticker may identify the presence of this identification system.

**(f) Emergency Handbrake Lock**

This device prevents the release of the emergency handbrake. The lock replaces the handbrake grip, and is permanently attached to the handbrake lever. The lock encasement must be all metal construction. The lock is released by entering a preset digital combination. A sticker may identify the presence of this device.

**(g) Car Transmission Lock**

The device prevents the vehicle from moving from a parked position by locking the gear shift. A steel encased lock is permanently attached to the floor of the vehicle by a steel stand. The shackle, made of case hardened alloy steel, fits around the gear shift and is inserted into the lock. The device must have a high security locking system with at least 50,000 combinations. The lock, shackle and stand must resist cutting and filing.

A sticker may identify this system.

**Category III**

Devices qualifying in this category receive 20% discounts.

**(a) Passive Alarm System** - This is an alarm system meeting the following criteria:

- (1) Ignition must be cut off automatically, or starter must be disabled automatically.
- (2) Alarm must be triggered by entry of doors, hood or trunk.
- (3) Hood must not open unless unlocked from inside the vehicle by a key, or by an electronic keyless device.
- (4) Alarm must sound for no more than eight minutes, and upon ceasing to sound, must reset itself.
- (5) Alarm must not emit a pulsating, whooping, or yelping sound which would cause it to be mistaken for the modern police, fire or other emergency vehicle siren.
- (6) Alarm must be installed in the engine compartment so as to be inaccessible without opening the hood.
- (7) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a tubular lock or electronic keyless device must be used. The maximum time delay permitted to disarm the system after re-entry is twenty seconds.

**(b) Passive Fuel Cut-Off Device**

This fuel cut-off device is engaged by turning the ignition key to the off position. The driver must trip a switch to open the fuel line each time the car is started. This device must meet the following criteria:

- (1) The fuel line must be blocked when the power is off.
- (2) The switch to open the fuel line must be well hidden from view, but accessible to the driver from the driver's seat. In the alternative a tubular key or an electronic keyless device may be used.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

(3) A parking/service attendant override switch may be provided. It must be well hidden from view. It must not be accessible from the passenger compartment; alternatively, if the override switch is accessible from the passenger compartment, a warning buzzer must sound (or the operator must be distracted in some other way) while the engine is running and the override switch engaged. If the buzzer is disconnected, it must result in disconnection of the entire anti-theft system.

(4) Any under-the-dash wiring installed in connection with this device must blend in color with factory-installed wiring.

**(c) Armored Ignition Cut-Off Switch**

This device is a kill switch designed to resist tampering. To prevent hot-wiring of the auto, a protective cap is attached to the coil or starter solenoid. Such devices must meet the following criteria:

(1) Armored cable must run from a separate key to the coil, starter solenoid, or other engine component. Such cable must be similar to that used in outdoor telephone booths, collapse when cut, and preclude quick reconnection of the cut wire inside; alternatively, some other effective means of preventing defeat of the system by cutting the armored cable must be employed.

(2) The device must prevent hot-wiring of the car.

(3) A separate lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

**(d) Passive Multi-Component Cut-Off Switch**

This device is a kill switch activated when the ignition key is turned to the off position. It is designed to prevent hot-wiring of the auto. Such device must meet the following criteria:

(1) The primary wire to the ignition coil must be disconnected.

(2) The device must disconnect the starter.

(3) One or more wires to the electronic ignition system, or to the points and condenser must be disconnected and grounded to the chassis.

(4) The wiring must blend with factory-installed wiring, and the disconnecting/grounding wires must be routed to random points in the electrical system away from the components they affect.

(5) The control module, if separate from the electronic locking mechanism, must be hidden in the engine compartment or other part of the car so that it is not easily detectable.

(6) In order to start the car, a lock or electronic device must be used to deactivate the system. The lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

**(e) Passive Time Delay Ignition System**

This is a device which allows the car to start only if the operator waits a prescribed time, which must vary from device to device in a range of three to twenty seconds, before moving the ignition key from "On" to "Start". If the auto does not start, the operator must be required to wait at least ninety seconds before the device can be operated successfully on a subsequent try.

The device must be resistant to tampering; for example, if it is forcibly removed, reconnection of the electrical system must not be possible with a hot-wire device. Alternatively, the device must be installed with a hood lock operated by a tubular key.

**(f) Armored Cable or Electrically Operated Hood Lock and Ignition Cut-Off Switch**

This is a supplemental hood lock operated from within the auto which also cuts off the ignition when engaged. Such devices must meet the following criteria:



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**(1) Armored Cable Hood Lock**

(a) The hood lock cable must be armored by case hardened solid steel tubing designed to resist cutting; tubing must extend through firewall and be secured so as to prevent retraction. Otherwise, an alarm meeting the criteria of Section (5.3)(a) must be installed.

(b) The system must be engaged by a push button or other device which facilitates use. The push button or other device must be installed within reach of driver when seated.

(c) No portion of the hood lock cable may be accessible so that it could be grasped from underneath the car; and, if accessible through the grillwork, armor must extend to the locking mechanism.

**(2) Electrically Operated Hood Lock**

(a) The hood lock is electrically operated and functions so that it remains locked even if the wiring operating the hood lock is cut.

(b) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a separate key or electronic keyless device must be used.

(c) If the hood lock can be reached through the grillwork or from underneath the car, the hood lock must be shielded or armored so that it cannot be manually operated. The locks controlling the devices must be of tubular type or operate electronically.

**(g) Passive, Delayed Ignition Cut-Off System**

This electronic system disables the ignition circuit at a preset engine speed such that the engine cannot be restarted or hot-wired. Such device must meet these criteria:

(1) The ignition must cut off automatically as soon as the engine reaches a speed in the range of 1,500 to 2,000 RPM.

(2) The system must be automatically armed when the ignition key is turned to the off position.

(3) A push button or other type of disarm switch must be well hidden from view. The wiring must blend with factory-installed wiring if placed under the dash. In the alternative, a tubular key or an electronic keyless device may be used.

(4) An alarm or horn shall be actuated at the same time the ignition is disabled.

(5) If a parking/service attendant switch is provided, a buzzer must sound all the time the engine is running. The switch must be hidden in a remote place.

**(h) Passive Ignition Lock Protective system**

This is a case hardened steel, protective cap which fits over the ignition lock so as to prevent extraction of the ignition lock cylinder. The cap fastens to a steel collar which fits around the steering post and over the ignition lock. The ignition key fits through a slot in the cap.

A sticker may identify the presence of this system.

**(i) High Security Ignition Replacement Lock**

This is a high security, case hardened steering column ignition lock, conforming to NHTSA Standard No. 1141, which cannot be removed using a conventional slide hammer or lock puller equipment.

A sticker may identify the presence of this system.

**(j) Hydraulic Brake Lock**

This is a dash-mounted device which, when activated and pressurized with the brake pedal, maintains hydraulic pressure on the brakes at two or more of a vehicle's wheels so that the vehicle cannot be driven. The device

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

must have a high security locking system with at least 50,000 combinations and a lock which cannot be pulled using a conventional slide hammer or lock puller equipment.

**Category IV**

Devices qualifying in this category receive 20% discounts.

**Vehicle Recovery System**

This is an electronic unit installed in a vehicle that is activated after that vehicle is stolen. When activated, the device provides information to law enforcement officials or another public or private entities regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle.

**Category V**

Devices qualifying in this category receive 25% discounts.

**Vehicle Recovery System with Unauthorized Movement Notification**

This is an electronic unit installed in a vehicle that is activated after that vehicle is moved without authorization. When activated, the device provides information to law enforcement officials or another public or private entity regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle. Additionally, the device must provide personalized notification to the owner of a vehicle (or his or her authorized user) in the event of a potentially unauthorized movement of the owner's vehicle. Personalized notification shall mean notification delivered directly to the owner or his or her authorized user via automated communication, which is available beyond the proximity of the vehicle itself, to one or more devices designated in advance by the owner or his or her authorized user, such as to the owner's home telephone, mobile phone, electronic mail service, or wireless text messaging service. If maintaining the system in effect requires the payment of a service fee, insureds must provide the insurer reasonable confirmation of the coverage.

**RULE 55. PRE-INSURANCE INSPECTION PROGRAM**

General Laws Chapter 90, section 113S, and the implementing regulations, 211 CMR 94.00, require the pre-insurance inspection of private passenger motor vehicles. The following is a summary of the requirements of the regulation.

**Eligibility**

Unless specifically exempted or waived, all private passenger motor vehicles and pick-ups or vans having a gross vehicle weight up to 8,000 pounds are required to be inspected by an insurer prior to the issuance of physical damage coverages by the insurer.

**[Exemptions to] Inspection Requirement**

An inspection shall not be required if:

1. The motor vehicle is a new, unused motor vehicle from a franchised automobile dealership where the insurer is provided with either: a copy of the bill of sale which contains a full description of the motor vehicle, including all options and accessories; or a copy of the RMV Form 1 provided by the Registry of Motor Vehicles, which establishes the transfer of ownership from the dealer to the customer and a copy of the window sticker or the dealer invoice showing the itemized options and equipment in addition to the total retail price of the vehicle.
2. The applicant has been insured for three years or longer, without interruption, under a motor vehicle liability policy or policies which include(s) physical damage coverage, issued by the insurer to which the application is submitted; or any applicant involuntarily transferred to another insurer due to the applicant's original insurer's withdrawal from the Commonwealth if the applicant otherwise qualifies under this regulation.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

3. An inspection is waived by the insurer.
4. Any private passenger motor vehicle not owned by the applicant, which is used by the applicant, with the permission of the owner, as a temporary substitute due to breakdown, repair, servicing, loss or destruction of the applicant's own motor vehicle.
5. A motor vehicle which is leased less than six months, provided the insurer receives the lease or rental agreement containing a description of the leased motor vehicle, including its condition.
6. When requiring an inspection would cause a serious hardship to the insurer or the applicant and such hardship is documented in the applicant's policy record.
7. When the insurer has no inspection facility or authorized representative either in the city or town in which the motor vehicle is principally garaged or within five miles of said city or town.

**Waiver of Inspection**

An inspection may be waived if:

1. The motor vehicle is ten or more model years older for all policies issued or renewed during the current calendar year.  
  
Example: For policies issued or renewed during calendar year 2005, inspection of all 1995 and older model year vehicles may be waived.
2. A non-owned vehicle is insured under a policy providing physical damage coverage issued by an insurer which has inspected such motor vehicle in accordance with the provisions of this regulation.
3. A producer is transferring a book of business from one insurer to one or more insurers.
4. An individual applicant's coverage is being transferred by an independent insurance producer to a new insurer and said producer provides the new insurer with a copy of the inspection report completed on behalf of the previous insurer, provided the independent producer represents both insurers, and the insured vehicle was physically inspected by the previous insurer. However, if the new insurer does not receive a copy of the inspection report sixty days prior to the first annual date, the insurer must, upon renewal of the physical damage insurance, require an inspection.
5. When a motor vehicle is insured for physical damage on the applicant's expiring Massachusetts Automobile Insurance Policy, or when a copy of a prior Pre-insurance Inspection is provided.
6. When the applicant has been a customer of the producer for at least three years under a Massachusetts Automobile insurance Policy which included physical damage coverage.

**Deferral of Inspection**

An insurer may defer an inspection for ten calendar days (not including legal holidays and Sundays) following the effective date of coverage on new business and on additional or replacement vehicles to an existing policy, if an inspection at the time of the request for coverage would create a serious inconvenience for the applicant. [An inspection may also be deferred for applicants ceded to Commonwealth Automobile Reinsurers.]

Whenever an inspection is deferred, the Notice of Mandatory Pre-Insurance Inspection Requirement (Form B) or the Acknowledgment of Requirement for Pre-Insurance Inspection (Form D) must be used [in accordance with the Regulation.]

If an inspection is not conducted within the ten day deferral period, physical damage coverage is automatically suspended on the day following the ten day deferral period.

Coverage may be reinstated to be effective at the time of inspection or, [in accordance with the Regulation,] the Notice of Suspension of Physical Damage Coverage (Form C) must be used.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Inspection Procedures**

Inspections required or permitted shall be made by a designated authorized representative of the insurer at a time and place reasonably convenient to the applicant.

The inspection shall be recorded on the [prescribed] Motor Vehicle Pre-Insurance Inspection Report (Form A) and include appropriate photos [as required under the Regulation].

The insurer must retain the original report and photographs for three years except as provided by the Regulation.

The insurers shall maintain an up-to-date list of all its authorized representatives and inspection sites.

The company will apply the pre-inspection requirements uniformly and without regard to whether the policy was insured voluntarily or was assigned to it through the MAIP in compliance with the spirit of regulation 211 CMR 94.

**RULE 56. MERIT RATING PLAN**

The merit rating plan is a Safe Driver Insurance Plan (SDIP).

**Adjustments/Experience Period**

Each listed operator on a policy is assigned a code based on the operator's driving history record. A percentage associated with the code is applied to the otherwise applicable premium that reflects the number, type, and age of chargeable incidents during the Policy Experience Period. The percentage can be either positive or negative. A negative percentage is either the Excellent Driver Discount, Code 98, awarded to operators with Incident-Free Periods of more than five but less than six years, or the Excellent Driver Discount Plus, Code 99, awarded to operators with Incident-Free Periods of at least six years. The Experience Period is the six year period immediately preceding the effective date of the policy. Additional codes will range from 0 to 45. The Merit Rating Board will compute and report to the Insurer the code for each listed operator.

**Operators New to Massachusetts**

If an application for insurance indicates that an operator new to Massachusetts was licensed outside of Massachusetts within the last six years or such operator is being added to an existing policy, the operator's Policy Experience Period will begin as of the effective date of that policy until Amica receives an authorized inquiry response from the Merit Rating Board indicating the operator's code.

If an operator's Motor Vehicle Report (MVR) is electronically available, the company will be responsible for obtaining it from the state or country where the operator was licensed. Driving history on MVRs obtained from more than one state or country must be combined by the company and considered as one report. An acceptable MVR must have three years or more driving history, unless the operator has been licensed less than three years. If there are no motor vehicle violations or at-fault accidents shown on the MVR, the company must submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents will be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's code.

If an MVR is not electronically available, the operator's Policy Experience Period will begin as of the effective date of the policy until Amica receives an authorized inquiry response from the Merit Rating Board with the operator's actual code. The operator may obtain an official driving record or a record from a previous insurer and submit it to the company. If the driving record is not in English, a translation certified as true and correct by the translator must be obtained by the operator and attached to the driving record submitted to the company. An acceptable driving record must have three or more years driving history, unless the operator has been licensed less than three years.

If there are no motor vehicle violations or at-fault accidents shown on the operator's record, Amica will submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's code.

**Determination of Codes**

Points are assigned to an operator for each of the following at-fault accidents and traffic violations that occurred during the five years immediately preceding the effective date of the policy.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Minor traffic law violation	2 points	Major at-fault accident	4 points
Minor at-fault accident	3 points	Major traffic law violation	5 points

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision of at least \$500 and up to \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

The code is determined by summing all applicable points associated with an operator.

Points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

### Calculation of the Adjustment

The percentage is applied to Compulsory Bodily Injury (Part 1), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

The premium adjustment is the last step in the rating process and prior to the addition of optional endorsements, after all discounts and rating factors have been completed.

See Rule 26 to determine the applicable range for each driver. Range 7 factors apply for miscellaneous types.

	<u>Experienced Operators</u>	<u>Inexperienced Operators</u>
	<u>Reductions</u>	<u>Reductions</u>
Excellent Driver Discount Plus (6 Years Incident-Free)	Range 3 -0.212 Range 4 -0.212 Range 5 -0.212 Range 6 -0.212 Range 7 -0.212	Range 1 N/A Range 2 N/A
Excellent Driver Discount (5 Years Incident-Free)	Ranges 3, 4, 5, 6, 7 <u>-0.07</u>	Range 2 (Licensed 5+ Years) <u>-.117</u>
	<u>Adjustments</u>	<u>Adjustments</u>
Number of Adjustments X	See rate pages for merit factor	See rate pages for merit factor

The code is based on the Incident Free Period. When the Incident Free Period is less than or equal to three, the code applicable to the operator shall be the sum of the points identified for each chargeable Incident in the Policy Experience Period. When the Incident Free Period is greater than three and the total number of chargeable Incidents in the most recent five years of the Policy Experience Period is three or less, the points applicable to each incident shall be reduced by one. In no event shall the adjustments for any single incident result in a negative percentage.

### Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

**Excellent Driver Discount and Excellent Driver Discount Plus**

A percentage value will reflect the lower expected loss experience of operators with incident-free periods of more than five and less than six, and of at least six years, respectively, which may vary according to the affected Liability and Collision coverages, irrespective of the class and territory of the policy.

**RULE 57. RESERVED FOR FUTURE USE****RULE 58. REGISTRY OF MOTOR VEHICLES PROCEDURES**

The following is a general summary of Registry of Motor Vehicles procedures. For specific details about procedures, contact the Registry.

**Registration Requirements**

A Registration is required for all vehicles and trailers. A complete "RMV-1" form must be submitted, along with the previous owner's title or certificate of origin, or a bill of sale for a vehicle that has not been titled previously.

Six to eight weeks prior to the expiration date of registration, the Registry will mail an "RMV-2" renewal card, which will show the current registration data for the owner of the vehicle and the vehicle. Certain changes may be made by the owner on the application.

An "RMV-3" Amendment of Registration form may be used to change information on a current registration, renew a current registration if an "RMV-2" form has not been received, swap from one license plate to another type of plate, such as a vanity plate, and re-register a vehicle for the same owner, if a new title is not required.

**Registration Transfer**

Valid plates from a previously-owned vehicle may be transferred to a newly acquired vehicle provided the owner is at least eighteen and has lost possession of the vehicle through either a transfer of ownership or sale of the vehicle.

An owner has seven (7) calendar days to operate a newly acquired vehicle with current plates before the transfer is processed at the Registry, and the intent of the owner is to transfer the registration from the previous vehicle to a newly acquired vehicle of the same type.

Restrictions on a registration transfer are: the owner must be the same on both vehicles, the transferred registration must be active, and the new vehicle must have the same type of plate.

**Salvage Title**

All vehicles for which an insurance company has made a total loss payment must be titled as a salvage vehicle except for vehicles 10 years or older. A vehicle which has a Salvage Title may not be provided with physical damage insurance until a new Certificate of Title is issued by the Registry. The Reconstructed or Recovered Theft Title will be awarded after the vehicle has passed a salvage inspection. The vehicle must be either towed to the salvage inspection site or a repair plate must be attached.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Miscellaneous Rating Factors**

<b>DISCOUNTS (RULE 19)</b>																											
Multi-Car:	10% Parts 1, 2, 4, 5, 7, 8 and 9																										
Public Transit:	10% Property Damage and Collision \$75 Maximum per eligible vehicle																										
Annual Mileage: Discount	0-5,000 miles – 10% Discount Parts 1-8 and 12 5,001-7,500 miles - 5% Discount Parts 1-8 and 12																										
Passive Restraint:	25% Parts 2, 3, 6 and 12																										
Multi-Line	Refer to Rule 19																										
Good Student	10% Parts 1, 2, 4, 5, 6, 7, 8, and 9																										
Loyalty	Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, and 12 <table border="0"> <thead> <tr> <th>Years Insured with Amica</th> <th>Discount</th> </tr> </thead> <tbody> <tr><td>0</td><td>0%</td></tr> <tr><td>1</td><td>0%</td></tr> <tr><td>2</td><td>0%</td></tr> <tr><td>3</td><td>3%</td></tr> <tr><td>4</td><td>3%</td></tr> <tr><td>5</td><td>3%</td></tr> <tr><td>6</td><td>5%</td></tr> <tr><td>7</td><td>5%</td></tr> <tr><td>8</td><td>5%</td></tr> <tr><td>9</td><td>5%</td></tr> <tr><td>10+</td><td>7%</td></tr> <tr><td>Qualified New Business</td><td>3%</td></tr> </tbody> </table>	Years Insured with Amica	Discount	0	0%	1	0%	2	0%	3	3%	4	3%	5	3%	6	5%	7	5%	8	5%	9	5%	10+	7%	Qualified New Business	3%
Years Insured with Amica	Discount																										
0	0%																										
1	0%																										
2	0%																										
3	3%																										
4	3%																										
5	3%																										
6	5%																										
7	5%																										
8	5%																										
9	5%																										
10+	7%																										
Qualified New Business	3%																										
<b>FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE (RULE 21)</b>																											
<u>Actual Cash Value</u>																											
Fire	10% of Comprehensive Premium rated in accordance with Rule 11.																										
Fire & Theft	70% of Comprehensive Premium rated in accordance with Rule 11.																										
Fire, Theft & C.A.C.	85% of Comprehensive Premium rated in accordance with Rule 11.																										
<u>Stated Amount</u>																											
Fire	12.5% of Comprehensive Premium rated in accordance with Rule 41.																										
Theft	60% of Comprehensive Premium rated in accordance with Rule 41.																										
C.A.C	15% of Comprehensive Premium rated in accordance with Rule 41.																										

**Miscellaneous Rating Factors**

<b>EXCESS ELECTRONIC EQUIPMENT COVERAGE (RULE 46)</b>			
Apply a rate of \$4 to each \$100 of valuation.			
<b>CUSTOMIZING EQUIPMENT - STATED AMOUNT COVERAGE (RULE 47)</b>			
Refer to Rule 47			
<b>ORIGINAL EQUIPMENT MANUFACTURER PARTS COVERAGE (RULE 48)</b>			
Applies to private passenger vehicles as defined in Rule 27.			
	Comprehensive	Collision	Limited Collision
Rating Factor	1.01	1.05	1.05
Comprehensive coverage is subject to a \$1.00 minimum premium.			



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Miscellaneous Motor Vehicles**

	<b>LIABILITY</b>	<b>PHYSICAL DAMAGE</b>
<b>Pick-Up (Rule 32)</b>	Manual Rates	Part 7 - 60%* Part 8 - Manual Rate Part 9 - 90%
<b>Trailers (Rule 34)</b>	No Charge	Parts 7, 8 and 9 50% of the premium rated in accordance with Rule 11 using the appropriate symbol factor for the 2010 Model Year, Territory 1, Class 10 Symbol based on Cost New
<b>Motor Homes (Rule 39)</b>	Manual Rates	Parts 7 and 8 - 50% Part 9 - Manual Rate
<b>Antique Motor Cars (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Class 10 Parts 3, 6 and 12 Manual Rates	Parts 7, 8 and 9 50% of the premium rated in accordance with Rule 11 using the appropriate symbol factor for the 2010 Model Year, Territory 1, Class 10 Symbol based on appraised value
<b>Antique Motorcycles (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Motorcycle Rates Parts 3, 6 and 12 Manual Rates	Part 7, 8 and 9 50% of Territory 1 Motorcycle Rates
<b>Golfmobiles and Lawnmowers (Motorized) (Rule 42)</b>	50% of Class 10	Parts 7, 8 and 9 50% of Class 10
<b>*Reduction not applicable to Waiver of Deductible premium</b>		

<b>Snowmobiles (Rule 43)</b>		
<u>Liability</u>		<u>Annual Premiums</u>
B.I. (excluding passenger hazard) - \$20,000/40,000		\$ 36
B.I. (including passenger hazard) - \$20,000/40,000		\$106
Uninsured Motorists - \$20,000/40,000		\$ 7
Property Damage - \$5,000		\$ 10
Medical Payments - \$500 per person (no other limits)		\$ 10
<u>Physical Damage</u>	<u>Deductible</u>	<u>Rate per 100</u>
Comprehensive	\$100	\$2.00
	200	1.60
Collision	\$200	\$1.75
	300	1.60
Annual premiums are minimum premiums		

<b>Motorcycles, etc. (Rule 44)</b>
Motorcycle Rider Training Program Discount - 10% Parts 1-8 and 12
Insureds age 65 or older - 25% All Parts

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Qualifying Massachusetts Transit Systems**

The following transit systems have been approved by the Commissioner of Insurance for inclusion in the Public Transit Discount (Rule 19).

	<u>Approved As Of</u>
American Eagle Motor Coach, Inc. (formerly Medeiros Bus Co., Inc.)	February 1, 1981
Andre Coachlines, Inc.	January 1, 1984
Arrow Line, Inc., The	January 1, 1980
Bay State Spray & Provincetown	February 1, 1981
Berkshire Regional Transit Authority	January 1, 1982
Bloom's Bus Line	December 1, 1980
Bonanza Bus Lines, Inc.	September 1, 1983
Brockton Area Transit Authority	January 1, 1979
Brush Hill Transportation Co.	October 15, 1992
Burlington Transportation Bus (The People Mover/The B Line)	October 15, 1992
Cape Cod Regional Transit Authority	May 18, 1992
Carey's Bus Lines, Inc.	November 1, 1986
Coach Company, The (Kinson Bus Lines)	January 1, 1985
Connecticut Transit Authority (CTTRANSIT)	September 7, 1993
Dee Bus Service	January 1, 1982
Drummond, H.T., Inc.	January 1, 1985
Edmar Limousine Service, The	May 21, 1998
Gray Line Framingham Commuter Corp.	January 1, 1980
Greater Attleboro - Taunton Regional Transit Authority	January 1, 1982
Greenfield Montague Transit Authority	January 1, 1979
Hingham/Boston Commuter Boat Service	January 1, 1979
Interstate Coach	January 1, 1980
Kinson Bus Lines (The Coach Company)	January 1, 1985
Lexpress	January 1, 1982
Logan Express	January 29, 1996
Lowell Regional Transit Authority	January 1, 1980
Massachusetts Bay Transit Authority (includes The Ride)	January 1, 1979
Mass Rides	February 1, 2004
Merrimack Valley Regional Transit Authority	May 1, 1983
Montachusett Regional Transit Authority	January 1, 1980
Peter Pan Bus Lines, Inc. (formerly Priority Express)	August 15, 1988
Pioneer Valley Transit Authority	January 1, 1979
lymouth & Brockton Street Railway Co.	January 1, 1980
Rabbit Transit, Inc.	January 1, 1982
Trombly Motor Coach Service, Inc.	January 1, 1980
Vocell Co., Inc.	January 1, 1980
Worcester Gray Line, Inc.	January 1, 1980
Worcester Regional Transit Authority	January 1, 1980
Yankee Line, Inc., A	March 13, 1991

**MASSACHUSETTS  
PRIVATE PASSENGER  
AUTOMOBILE INSURANCE MANUAL**

AMICA MUTUAL INSURANCE COMPANY  
EFFECTIVE DECEMBER 1, 2010

## SECTION I - GENERAL RULES

**RULE 1. MASSACHUSETTS AUTOMOBILE INSURANCE POLICY - ELIGIBILITY**

All individually owned vehicles registered under the Massachusetts Compulsory Motor Vehicle Law and rated in accordance with this Manual may be written.

Coverage for risks not subject to the Compulsory Law may be provided under the countrywide Personal Auto Policy and the Massachusetts Amendment of Policy Provisions Endorsement MP 00 99 at rates determined in accordance with this Manual.

**RULE 2. COVERAGES AND LIMITS**

The types of coverages available are:

**Compulsory Insurance Coverages****Part 1 - Bodily Injury To Others**

The basic limits are \$20,000 each person and \$40,000 each accident.

**Part 2 - Personal Injury Protection**

The basic limit is \$8,000 for each person. Refer to Rule 30 for available deductibles.

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

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

**Part 4 - Damage To Someone Else's Property**

The basic limit is \$5,000 each accident. Increased limits are available.

**Optional Insurance Coverages****Part 5 - Optional Bodily Injury To Others**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available.

**Part 6 - Medical Payments**

The basic limit is \$5,000 each person. Higher limits are available for all motor vehicles rated in this manual. Motorcycle limits are available from \$500 to \$50,000. This coverage is excess over Personal Injury Protection.

**Part 7 - Collision**

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. Waiver of Deductible is available at the option of the insured. Endorsement MPY-0016-S must be attached. This coverage is written on an actual cash value or stated amount basis.

**Part 8 - Limited Collision**

This coverage is subject to a basic deductible of \$500. Other deductibles or full coverage are available at the option of the insured. This coverage is written on an actual cash value or stated amount basis.

**Part 9 - Comprehensive**

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. A separate \$100 glass deductible is also available at the option of the insured. Endorsement MPY-0039-S, titled \$100 Glass Deductible, must be issued with the policy. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an actual cash value, stated amount or agreed amount basis.

**Part 10 - Substitute Transportation**

This coverage pays for loss of use to a motor vehicle as a result of an accident or loss. Refer to the Miscellaneous Rating factors page for applicable limits and premiums.

**Part 11 - Towing And Labor**

This coverage will pay up to \$100 for towing and labor costs for each auto disablement. The rate for \$100 is \$16 for vehicles 10 or less years of age and \$20 for vehicles greater than 10 years old. It is available only for private passenger motor vehicles, as defined in Rule 27, and motorcycles.

**Part 12 - Bodily Injury Caused By An Underinsured Auto**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

**Other Coverages Available Are For:**

Fire, Theft & Combine Additional Coverages subject to a basic deductible of \$500. Higher deductibles are available at the option of the insured.

Theft coverage may be granted only in connection with Fire Coverage, and for a like amount in both cases.

These coverages are written on an actual cash value basis or stated amount basis.

Endorsement MPY-0031-S, titled Other Optional Insurance – Combined Additional Coverage, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0028-S, titled Other Optional Insurance – Fire, Lightning and Transportation, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0029-S, titled Other Optional Insurance – Theft, must be issued with the policy when this coverage is afforded.

**RULE 3. MANDATORY OFFER OF COVERAGE**

Massachusetts law requires a company that provides Compulsory Insurance Coverages to make a mandatory offer to issue to any person so insured additional coverages consisting of:

1. Limits up to \$35,000 each person and \$80,000 each accident for Parts 3, 5 and 12.
2. \$5,000 each person for Part 6.
3. Parts 7, 8 and 9, subject to a basic deductible of \$500.
4. Part 10 - Substitute Transportation.
5. Fire, Theft and Comprehensive Coverage subject to a basic deductible of \$500.

Companies must charge an extra-risk rate or refuse Collision and Comprehensive coverages under certain circumstances as required by law. Refer to Rule 24 for extra-risk rating procedures.

**RULE 4. STANDARD PROCEDURES****A. Renewals**

1. The company must mail the Coverage Selections Page not less than thirty days prior to policy expiration.
2. The Company may elect to secure payment of a deposit premium. The premium quotation shall be based on the latest classification information and premium charges established for the renewal policy.
3. Failure to pay the deposit premium may result in cancellation of the policy or removal of the annual mileage discount. The specific reason for cancellation is non-payment of any required premium.

The Cancellation Notice must also contain the following statement:

“This cancellation will not take effect if the full amount due, including any applicable late payment charges or financing fees, shown above is paid on or prior to the effective date of cancellation.”

**B. Non-Renewal**

1. No company shall refuse to renew a policy unless written notice is given by the company to the insured, or the producer or broker producing the business, at least forty-five days prior to the expiration of the policy.
  - a. A notice required to be sent by the company to the insured may be by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. Unless another company has replaced the insurance, the notice should be electronically transmitted to the Registry of Motor Vehicles not earlier than the policy expiration date. If the insurance and registration are coterminous, it will not be necessary to notify the Registry of Motor Vehicles.
  - b. If the notice is required to be sent by the company to the producer or broker producing the business, such producer or broker shall, within fifteen days of receiving such notice, send a copy to the insured by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. The producer or broker must notify the company not later than the policy expiration date if the insurance is not replaced so that the company may, in turn, electronically transmit the notice to the Registry of Motor Vehicles. Notice to the company is not required if the insurance and registration are coterminous.

**C. New Business**

The producer is required to obtain from the applicant for insurance a new business application in all cases except when the producer is transferring a book of business from one company to another and the acquiring company waives this requirement.

If coverage is being replaced midterm, the producer must verify that there is no automobile insurance premium owed to the former company or producer.

**D. Standards for New Business**

1. The producer of record must provide information necessary for a company to transmit data to the Registry of Motor Vehicles for each vehicle insured.
 

In addition to reporting the necessary information to the company, the producer shall prepare an RMV-3 form, accompanied by the appropriate fee, for processing by the Registry of Motor Vehicles, if an insured requests a corrected registration certificate.
2. The producer of record for the new policy must notify the prior producer of record, if known, or the prior insurer of the transfer of coverage as soon as possible. Prior producers of record must accept the notices of transfer or other forms of insurance verification from insureds, insurers or producers of record for the new policies, provided the notices meet at least the following standards:
  - (1) The notice must be signed by the producer of record for the new policy or, it must be on the company's letterhead, if it is issued by the new insurer; and
  - (2) The notice must bear the registry stamp of the new insurer. The stamp may be in electronic format.
3. Upon receipt of notice, Amica shall immediately:
  - a. discontinue coverage as of the date shown on the Notice;
  - b. compute the return premium, if any, as of the date shown on the Notice; and
  - c. notify the former producer, if any, of the transfer of coverage.

No notice of cancellation is required.

**EXCEPTION** - Except for D-1 above, Section D of this Rule is not applicable to those specific instances when a producer transfers a block of business from one carrier to another. In such situations the producer should refer to the former carrier for specific procedures. No notice is required, but the producer of record must provide the new carrier with information necessary for that carrier to transmit registration data to the Registry of Motor Vehicles.

**E. Cancellation (Other Than Transfer of Insurer)**

1. Notice of cancellation must be given in a timely manner as required by Massachusetts law and shall include the specific reason(s) for cancellation.
2. The company must electronically notify the Registry of Motor Vehicles immediately upon the intended effective date of cancellation.

Refer to Rule 18.

**RULE 5. RESIDENCE AND LOCATION**

The proper rate schedules and rules are those effective in the city or town where the automobile is principally garaged. Motor vehicles used by salesmen or solicitors, or those with similar duties, requiring the operation of the motor vehicle in more than one rating territory in Massachusetts, shall be assigned to the territory determined by the place of principal garaging, or, if there is no specific city or town of principal garaging, then, by the residential address of the operator, or, if the residential address of the operator cannot be determined, then, by the Massachusetts business address of the operator. No adjustment of the premium shall be made by reason of a change in the place of principal garaging during the policy period unless such change is permanent.

Massachusetts registration is required of non-residents in accordance with reciprocal agreements with the various states as determined by the Registrar of Motor Vehicles.

Any motor vehicle owned by a non-resident of Massachusetts for which Massachusetts registration is required, regularly garaged inside the Commonwealth, shall be charged the rate for the territory in which the motor vehicle is principally garaged by such non-resident during the period of Massachusetts registration.

**RULE 6. OUT-OF-STATE GARAGING**

Any motor vehicle, whether owned by a resident or non-resident of Massachusetts for which Massachusetts registration is required, principally garaged outside of Massachusetts shall be written at limits of liability at least equal to the financial responsibility limits of the state of principal garaging, and shall be charged the rates for vehicles garaged in Territory 9.

**RULE 7. POLICY PERIOD**

- A. The insured shall have the option to purchase and the insurer shall not refuse to issue an annual motor vehicle policy or bond providing compulsory coverages containing any expiration date as the insured may elect. Insurers may offer such policies or bonds for a period of more than one year but not more than two years or may issue an extension of any existing policy or bond.
- B. Policies insuring individually owned motorcycles, trailers and other recreational-type vehicles shall, at the option of the insured, be issued for a period of less than one year with policy expiration to be coterminous with the registration. Endorsement M-0103-S, titled Non-Renewal of Policy (Motorcycles, Recreational Vehicles & Trailers), must be issued with the policy.

"Recreational-type vehicle" means a land motor vehicle subject to a motor vehicle registration which expires November 30 or December 31, and is principally used for vacation travel or leisure-time activity. Registration for motorcycles expires December 31. Registration for all other recreational vehicles expires November 30.

The premium for such policies shall be determined by applying the appropriate percentage to the annual rate based on policy inception date as shown in the table below.

Percentages for Short Term Policies				
		Date Interval*		Percent of
All Other		Motorcycle		Annual Rates
Dec.	1-31	Jan.	1-31	100
Jan.	1-31	Feb.	1-28	98
Feb.	1-28	Mar.	1-31	94
Mar.	1-31	Apr.	1-30	90
Apr.	1-30	May	1-31	88
May	1-31	Jun.	1-30	86
Jun.	1-30	Jul.	1-31	80
Jul.	1-15	Aug.	1-15	75
Jul.	16-31	Aug.	16-31	68
Aug.	1-15	Sep.	1-15	60
Aug.	16-31	Sep.	16-30	53
Sep.	1-15	Oct.	1-15	45
Sep.	16-30	Oct.	16-31	38
Oct.	1-15	Nov.	1-15	30
Oct.	16-31	Nov.	16-30	27
Nov.	1-15	Dec.	1-15	20
Nov.	16-30	Dec.	16-31	14

\*All dates inclusive

**RULE 8. CHANGES**

- A. All mid-term changes requiring adjustments of premium shall be computed pro rata based on the rates in effect on the policy inception date.
- B. **Minimum Premiums**
  - 1. If an outstanding policy is amended and results in a premium adjustment of less than \$5, such adjustment may be waived, or it may be made subject to a minimum adjustment of \$5 except that the actual return premium of less than \$5 shall be allowed at the request of the insured.
  - 2. A minimum premium of \$5 shall apply if an additional premium results because a coverage is added, or the limits of liability are increased, or a deductible is reduced, at the request of the insured during the policy period.
  - 3. If a return premium of less than \$5 results because a coverage is cancelled, or limits of liability are reduced, or a deductible is increased at the request of the insured, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.
  - 4. If the limits of liability are increased because of a change in the limits prescribed under any financial responsibility law, the additional premium charge shall be the actual difference in premium charges; if less than \$5, it may be charged or waived.

**RULE 9. MOTOR VEHICLE REGISTRATION CERTIFICATES**

The specific insurance certification requirements under the Massachusetts Compulsory Motor Vehicle Insurance Law are included in Section 1A of General Laws Chapter 90. Motor vehicles not subject to the Compulsory Law do not require insurance certification.

Every insurance carrier issuing a motor vehicle liability insurance policy covering a motor vehicle or trailer subject to the Compulsory Law must issue the prescribed Motor Vehicle Registration Certificate indicating a policy or binder has been issued covering such motor vehicle or trailer. No form or certificate shall be used other than that which is a part of the Massachusetts motor vehicle application for registration.



Certificates shall be executed in the name of the insurance carrier only by individuals authorized to sign in the prescribed Authorization To Sign Motor Vehicle Registration Certificates form filed with the Commissioner of Insurance.

Section 34 B of General Laws Chapter 90, G.L. provides penalties for unlawful use of the Motor Vehicle Registration Certificate.

## **RULE 10. CERTIFIED RISKS - FINANCIAL RESPONSIBILITY LAWS**

### **A. Application**

If a certificate of insurance is necessary to comply with the requirements of a financial responsibility Law of any state or province of Canada, the insurance company must issue evidence of financial responsibility upon request of the insured.

In the event that evidence of financial responsibility is required as the result of a motor vehicle violation, a policy affording Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) shall be construed to have the necessary limits of liability of the state or province.

**NOTE:** A charge shall be made for any filing required because of a motor vehicle accident.

In the event that a certificate of insurance for the future is required as the result of a conviction of a motor vehicle violation, the policy limits shall be increased to afford limits of liability not less than that required by the financial responsibility laws of the state or province requesting certification and premium shall be increased accordingly.

The filing of a financial responsibility certificate of insurance as the result of a conviction of a motor vehicle violation requires the following rate adjustment to be allocated evenly between the Part 4 and Part 5 premiums computed as follows:

#### **1. Owners**

- a. If an owner is required to file evidence of financial responsibility for owned automobiles and for the operation of automobiles which he does not own, the additional premium shall be computed by applying the applicable adjustment in Section B to the sum of the total of Parts 1, 2, 4 and 5 premium for the highest rated automobile owned by the insured and the total non-ownership liability premium, modified in accordance with any applicable rating plan.
- b. In all other cases, the additional premium shall be computed by applying the applicable adjustment in Section B to the total premium for Parts 1, 2, 4 and 5 for the highest rated automobile owned by the insured, modified in accordance with any applicable rating plan.

#### **2. Non-Owners**

- a. If the policy is written to insure a Named Operator or Named Non-Owner, the additional premium shall be computed by applying the applicable adjustment in Section B to the total bodily injury and property damage premium for the policy.
- b. If coverage is provided under a policy which has been extended to cover a named individual in accordance with the Use of Other Automobiles Rule (Rule 50), the additional premium shall be computed by applying the applicable adjustment to the (1) bodily injury rate for the highest rated automobile insured under the policy for the rating territory in which the named individual is located, or (2) if there is no automobile at such location, the rates for a Class 30 private passenger automobile for the territory in which the named individual is located.

**B. Premium Adjustments**

1. A 50% premium adjustment is applicable if the certificate is required for a conviction listed below. This premium adjustment is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a 5% premium adjustment applies.
  - a. Driving a motor vehicle while intoxicated or under the influence of marijuana or a narcotic drug.
  - b. Failing to stop and report when involved in an accident.
  - c. Homicide or assault arising out of the operation of a motor vehicle.
2. A 25% premium adjustment is applicable if the certificate is required for a conviction listed below. This premium adjustment is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a 5% premium adjustment applies.
  - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results therefrom.
  - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results therefrom.
3. A 5% premium adjustment is applicable if the certificate is required for any other cause whatsoever.
4. Premium adjustments are to be applied to the final premium as developed for Parts 1, 2, 4 and 5.

**RULE 11. PREMIUM CALCULATION RULE**

The following sequence shall be used in rating the policy. The manual rate includes any premium adjustment as may be necessary to increase, reduce or eliminate the deductible amount applicable to Parts 7, 8 and 9, or to apply Waiver of Deductible under Part 7.

1. Apply the appropriate rating factor under Rule 24 to the manual rate for Parts 7 and 9, if applicable.
2. Apply the appropriate rating factor under Rule 26 if applicable.
3. Apply the appropriate rating adjustment under Rule 48 to the rate for Parts 7, 8 or 9, if applicable.
4. Apply the appropriate discount to the premium developed in Step 2. Refer to Rule 19 for a definition of the available discounts.

Parts 1 through 9 and Part 12 may be subject to more than one discount. In such case, the order of discounts shall be (1) annual mileage, (2) multi-car, (3) passive restraint, (4) anti-theft, (5) multi-line, (6) good student, (7) loyalty, and (8) class 15. The discount shall be rounded to the nearest dollar after each application except for class 15. (Refer to Rule 19 for the application of a class 15 discount.)

5. Apply the appropriate merit rating plan percentage to the premium developed in step 4.

**NOTE:** A discount of the premiums paid for Parts 4 and 7 will be given to eligible policyholders who provide evidence of purchase of eleven monthly passes or tickets from a qualified public transit system during the policy period. Refer to Rule 19. The discount is applied to the premium developed in step 5.

**RULE 12. WHOLE DOLLAR PREMIUM RULE**

The premium for each exposure shall be rounded at each step to the nearest whole dollar, separately for each coverage provided by the policy. This does not apply to Part 5, 20/40 limits and Part 6, \$5,000 limit where rates will be rounded to the penny.

A premium involving \$0.50 or more shall be rounded to the next whole dollar at the end of each step. This does not apply to Part 5, 20/40 limits and Part 6, \$5,000 limit where rates will be rounded to the penny.

This procedure shall apply to all interim premium adjustments, including endorsements or cancellations at the request of the insured. In the case of cancellation by the company, the return premium may be carried to the next higher whole dollar.

**NOTE:** The premium for "each exposure" means the premium developed for each coverage for each automobile after the application of all applicable discounts.

**RULE 13. INSTALLMENT PAYMENT OF PREMIUMS**

All motor vehicle insurance policy premium charges are due and payable on the effective date of the policy, subject to the provisions of the Deposit Premium Rule (Rule 14), unless an installment payment plan is used.

**RULE 14. DEPOSIT PREMIUM RULE**

A company, its producer or any broker may require deposit premium prior to the issuance of a policy provided the per vehicle deposit does not exceed 30% of the applicable annual premium for the insurance requested. If the applicant has been in default in the payment of any premium for automobile insurance or merit rating adjustment during the preceding 24 months, the entire policy premium charges are payable in advance.

**RULE 15. EMPLOYERS SUBJECT TO MASSACHUSETTS WORKERS' COMPENSATION ACT**

Motor vehicles owned by an employer subject to the Massachusetts workers' compensation law not used at any time to transport persons other than employees of the named insured shall be eligible for a 25% reduction in the Personal Injury Protection premium otherwise applicable. A vehicle which qualifies for this reduction is not eligible for any Personal Injury Protection deductible. The policy covering a vehicle to which this reduction applies must be accompanied by the endorsement titled Restriction of Personal Injury Protection for Employers Subject to the Massachusetts Workers' Compensation Act, M-0063-S.

**RULE 16. DEDUCTIBLES - PARTS 7, 8 and 9**

Deductibles, higher than the standard deductible, are available for Collision, Limited Collision and Comprehensive Coverages including Fire, Theft and Combined Additional Coverages. Refer to the Miscellaneous Rating Factors page for applicable factors.

**RULE 17. SUBSTITUTE TRANSPORTATION**

The charges for this coverage are on a per vehicle/per year basis for automobiles and motorcycles. Refer to the Miscellaneous Rating Factors page for applicable limits and premiums.

**RULE 18. TERMINATION OF INSURANCE****A. Cancellations**

The following provisions apply when a policy is cancelled:

1. If a policy is cancelled by the company or insured at any time, the return premium shall be computed pro rata. "Policy" in this instance includes the copy of the Coverage Selections Page.
2. **Theft of Vehicle or Plates**
  - a. If the insured automobile is stolen or destroyed (total or constructive total loss) and cancellation is requested by the insured within thirty days following the date the automobile is stolen or destroyed, the return premium for all coverages (including the premium for the coverages under which loss was paid) shall be calculated on a pro rata basis from the day following the date of such loss.
  - b. If the insured registration plates are stolen or destroyed, a lost plate affidavit is to be issued to the Registry of Motor Vehicles canceling only coverage with respect to such plates effective the day following the date of such loss, and the policy shall continue to provide coverage with respect to any replacement plates.
  - c. If the insured files a lost plate affidavit with the Registry of Motor Vehicles, the company may cancel the policy.
3. Except as otherwise provided by law, no cancellation of the policy, or any of its parts, whether by the company or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party at least twenty days in each case prior to the intended effective date thereof. Notice of cancellation sent by the company to the insured and the loss payee at the addresses stated in the policy by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service, shall be a sufficient notice and that an affidavit of any officer, producer, or employee of the company, duly authorized for the purpose that he has so sent such addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. When the cancellation becomes effective, the company shall electronically transmit the pertinent data to the Registry of Motor Vehicles in the manner prescribed by the Uninsured Motorists System (UMS). The written notice to the insured shall specify the reason or reasons for cancellation. If the reason for cancellation is non-payment of premium, the Notice of Cancellation shall state the amount of deficiency of the premium owed to the company including late pay fees or financing fees for all the insurance provided and shall state in substance that the cancellation will not be effective if the insured pays the full amount of such deficiency on or prior to the effective date of the cancellation. If a cancellation of the policy results in a return premium of less than \$5.00, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.

No policy in effect prior to a rate level revision shall be endorsed or cancelled and rewritten to take advantage of such a revision or to avoid the application of such a revision.

**B. Sale or Transfer of Motor Vehicle, Surrender of Registration Plates, or Filing of a New Certificate**

The policy shall terminate upon:

1. The sale or transfer of title by the owner of the motor vehicle or trailer thirty (30) days after the transfer unless the owner has registered a replacement motor vehicle.
2. The surrender to the Registry of Motor Vehicles of the registration plates issued to the owner of the motor vehicle by the Registrar of Motor Vehicles under Chapter 90, with a written statement, in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.
3. The filing with the Registry a certificate of insurance of another company as of the effective date of such certificate.  
NOTE: If more than one motor vehicle or trailer is described in the policy, the termination of coverage applies only to the motor vehicle or trailer involved in one of the situations described above.

**C. Reinstatement**

If a policy has been cancelled by an insurance company, and such policy is later reinstated by the Board of Appeal on Motor Vehicle Liability Policies and Bonds or by a court of competent jurisdiction, the premium charge for the unexpired term of the policy shall be calculated pro rata on the premium applicable to the policy when originally issued.

**D. Plates Returned Receipt**

In the event that a policy has been terminated by (a) sale or transfer of the motor vehicle, or (b) surrender of the registration plates by the owner of the motor vehicle with a written statement in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer, a receipt from the Registry of Motor Vehicles stating that the registration plates have been surrendered must be furnished to the insurance company.

**E. Leased Vehicles Under Long Term Contract**

In the event a policy on a leased vehicle under a long-term contract is cancelled, the cancellation notice is to be issued in the name of the person or organization to whom the policy was issued. A copy of the cancellation notice must be sent to the owner/registrant also, if it is other than the person to whom the policy was issued.

Upon the intended effective date of cancellation, a notice issued in the name of the actual owner/registrant must be electronically transmitted to the Registry by the company.

**F. Instructions For Use of the Pro Rata Table**

1. Express the date of cancellation by year and decimal part of a year by combining the calendar year with the decimal appearing opposite the month and day in the Pro Rata Table, e.g., March 7, 2007, is designated as 2007.181.
2. In like manner express the effective date of the policy by year and decimal part of a year and subtract from the cancellation date.
3. The difference, in the case of one year policies, represents the percentage of the annual premium which is to be retained by the carrier.

Examples:

Cancellation date September 22, 2007	2007.726
Effective date July 6, 2007	<u>2007.512</u>
	.214

Earned premium for one year policy term will therefore be .214 times the annual premium.

Cancellation date March 7, 2007	2007.181
Effective date December 15, 2006	<u>2006.956</u>
	.225

Earned premium for one year policy term will therefore be .225 times the annual premium.

**NOTE:** As it is not customary to charge for the extra day (February 29) which occurs one year in every four years, this table shall also be used for each such year.

The following additional provisions apply to policies with policy terms in excess of 12 months:

- a. If a policy written for a two year term is cancelled after twelve months, but less than twenty-four months, the earned premium shall be the first twelve months' premium plus the pro rata share of the annual premium for the second twelve months.
- b. If a policy written for a term in excess of one year, but less than two years, is cancelled after the first twelve months, the earned premium shall be computed on a pro rata basis in the following manner.

Example: 18 month policy term

No. of days in policy term	547
No. of days in effect	425
425 ) 547 = .777 pro rata factor	
.777 x total premium = earned premium	

**PRO RATA TABLE**

January			February			March			April			May			June		
Day Of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	.003	1	32	.088	1	60	.164	1	91	.249	1	121	.332	1	152	.416
2	2	.005	2	33	.090	2	61	.167	2	92	.252	2	122	.334	2	153	.419
3	3	.008	3	34	.093	3	62	.170	3	93	.255	3	123	.337	3	154	.422
4	4	.011	4	35	.096	4	63	.173	4	94	.258	4	124	.340	4	155	.425
5	5	.014	5	36	.099	5	64	.175	5	95	.260	5	125	.342	5	156	.427
6	6	.016	6	37	.101	6	65	.178	6	96	.263	6	126	.345	6	157	.430
7	7	.019	7	38	.104	7	66	.181	7	97	.266	7	127	.348	7	158	.433
8	8	.022	8	39	.107	8	67	.184	8	98	.268	8	128	.351	8	159	.436
9	9	.025	9	40	.110	9	68	.186	9	99	.271	9	129	.353	9	160	.438
10	10	.027	10	41	.112	10	69	.189	10	100	.274	10	130	.356	10	161	.441
11	11	.030	11	42	.115	11	70	.192	11	101	.277	11	131	.359	11	162	.444
12	12	.033	12	43	.118	12	71	.195	12	102	.279	12	132	.362	12	163	.447
13	13	.036	13	44	.121	13	72	.197	13	103	.282	13	133	.364	13	164	.449
14	14	.038	14	45	.123	14	73	.200	14	104	.285	14	134	.367	14	165	.452
15	15	.041	15	46	.126	15	74	.203	15	105	.288	15	135	.370	15	166	.455
16	16	.044	16	47	.129	16	75	.205	16	106	.290	16	136	.373	16	167	.458
17	17	.047	17	48	.132	17	76	.208	17	107	.293	17	137	.375	17	168	.460
18	18	.049	18	49	.134	18	77	.211	18	108	.296	18	138	.378	18	169	.463
19	19	.052	19	50	.137	19	78	.214	19	109	.299	19	139	.381	19	170	.466
20	20	.055	20	51	.140	20	79	.216	20	110	.301	20	140	.384	20	171	.468
21	21	.058	21	52	.142	21	80	.219	21	111	.304	21	141	.386	21	172	.471
22	22	.060	22	53	.145	22	81	.222	22	112	.307	22	142	.389	22	173	.474
23	23	.063	23	54	.148	23	82	.225	23	113	.310	23	143	.392	23	174	.477
24	24	.066	24	55	.151	24	83	.227	24	114	.312	24	144	.395	24	175	.479
25	25	.068	25	56	.153	25	84	.230	25	115	.315	25	145	.397	25	176	.482
26	26	.071	26	57	.156	26	85	.233	26	116	.318	26	146	.400	26	177	.485
27	27	.074	27	58	.159	27	86	.236	27	117	.321	27	147	.403	27	178	.488
28	28	.077	28	59	.162	28	87	.238	28	118	.323	28	148	.405	28	179	.490
29	29	.079				29	88	.241	29	119	.326	29	149	.408	29	180	.493
30	30	.082				30	89	.244	30	120	.329	30	150	.411	30	181	.496
31	31	.085				31	90	.247				31	151	.414			
July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	.499	1	213	.584	1	244	.668	1	274	.751	1	305	.836	1	335	.918
2	183	.501	2	214	.586	2	245	.671	2	275	.753	2	306	.838	2	336	.921
3	184	.504	3	215	.589	3	246	.674	3	276	.756	3	307	.841	3	337	.923
4	185	.507	4	216	.592	4	247	.677	4	277	.759	4	308	.844	4	338	.926
5	186	.510	5	217	.595	5	248	.679	5	278	.762	5	309	.847	5	339	.929
6	187	.512	6	218	.597	6	249	.682	6	279	.764	6	310	.849	6	340	.932
7	188	.515	7	219	.600	7	250	.685	7	280	.767	7	311	.852	7	341	.934
8	189	.518	8	220	.603	8	251	.688	8	281	.770	8	312	.855	8	342	.937
9	190	.521	9	221	.605	9	252	.690	9	282	.773	9	313	.858	9	343	.940
10	191	.523	10	222	.608	10	253	.693	10	283	.775	10	314	.860	10	344	.942
11	192	.526	11	223	.611	11	254	.696	11	284	.778	11	315	.863	11	345	.945
12	193	.529	12	224	.614	12	255	.699	12	285	.781	12	316	.866	12	346	.948
13	194	.532	13	225	.616	13	256	.701	13	286	.784	13	317	.868	13	347	.951
14	195	.534	14	226	.619	14	257	.704	14	287	.786	14	318	.871	14	348	.953
15	196	.537	15	227	.622	15	258	.707	15	288	.789	15	319	.874	15	349	.956
16	197	.540	16	228	.625	16	259	.710	16	289	.792	16	320	.877	16	350	.959
17	198	.542	17	229	.627	17	260	.712	17	290	.795	17	321	.879	17	351	.962
18	199	.545	18	230	.630	18	261	.715	18	291	.797	18	322	.882	18	352	.964
19	200	.548	19	231	.633	19	262	.718	19	292	.800	19	323	.885	19	353	.967
20	201	.551	20	232	.636	20	263	.721	20	293	.803	20	324	.888	20	354	.970
21	202	.553	21	233	.638	21	264	.723	21	294	.805	21	325	.890	21	355	.973
22	203	.556	22	234	.641	22	265	.726	22	295	.808	22	326	.893	22	356	.975
23	204	.559	23	235	.644	23	266	.729	23	296	.811	23	327	.896	23	357	.978
24	205	.562	24	236	.647	24	267	.732	24	297	.814	24	328	.899	24	358	.981
25	206	.564	25	237	.649	25	268	.734	25	298	.816	25	329	.901	25	359	.984
26	207	.567	26	238	.652	26	269	.737	26	299	.819	26	330	.904	26	360	.986
27	208	.570	27	239	.655	27	270	.740	27	300	.822	27	331	.907	27	361	.989
28	209	.573	28	240	.658	28	271	.742	28	301	.825	28	332	.910	28	362	.992
29	210	.575	29	241	.660	29	272	.745	29	302	.827	29	333	.912	29	363	.995
30	211	.578	30	242	.663	30	273	.748	30	303	.830	30	334	.915	30	364	.997
31	212	.581	31	243	.666				31	304	.833				31	365	1.00

**\*RULE 19. DISCOUNTS****A. Multi-Car**

A policyholder who owns two or more automobiles and purchases coverage from the same company for at least two such automobiles, shall be entitled to a reduction of the premium applicable to Coverage Parts 1, 2, 4, 5, 7, 8 and 9. At least two of the automobiles must be private passenger vehicles as defined in Rule 27, except that vehicles classified as antiques are not eligible. The premium reduction applies only to private passenger vehicles as defined in Rule 27. Refer to Miscellaneous Rating Factors page for applicable discount.

**B. Public Transit**

A discount of the premiums paid for Part 4 and Part 7 coverages will be given to eligible policyholders who provide evidence of purchase of eleven monthly passes or tickets from a qualifying mass transit system during the automobile policy period. Refer to the Miscellaneous Rating Factors page for the applicable discount.

**1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27 and be classified as use class 10, 15, 17, 18, 20, 21, 25 or 26 for a minimum of eleven or twelve months of the policy year. In addition, the vehicle must not be driven to work or school ten days or more per month. A minimum of eight of the eleven monthly passes or tickets may be submitted, provided other evidence of purchase is submitted for the missing passes or tickets. The insurer shall collect all such passes and other evidence used by a policyholder to obtain the discount.

**NOTE:** If a policyholder purchases a pre-paid non-refundable annual pass and furnishes proof of such purchase, the discount will be applied to the current policy rather than the expiring policy.

**2. Replaced Vehicles**

The discount will be computed on the basis of combined earned premium for Parts 4 and 7 provided the replacement vehicle otherwise qualifies for the discount. If the insured changes insurance companies and replaces the vehicle at the same time, the second company will be responsible for the discount provided the policy has been in effect six months or more.

**3. Application of Discount**

A discount will be applied to Part 4 and 7 premiums for each eligible vehicle. If there is only one eligible operator with more than one vehicle, the discount will be applied to the vehicle with the higher combined premium. If the policy insures only one vehicle, but there are two or more eligible operators, the discount shall be applied only once. If two or more vehicles and operators are eligible for discount, the discount shall first be applied to the vehicle which develops the highest combined premium for Parts 4 and 7, and then in descending order to the vehicle with the lowest combined premium.

This discount is fully earned and returnable directly to the policyholder unless the policyholder directs that the discount be applied as a credit to premium charges for a renewal policy or it is used to offset undisputed outstanding premium due the insurer. The maximum discount per eligible vehicle is \$75.

**4. Qualifying Massachusetts Transit Systems**

Refer to the Rate Section for a list of approved public transit systems.

**5. The public transit discount shall be applied to the final premium as previously calculated and as previously adjusted by the applicable merit rating adjustment, including class 15.****C. Anti-Theft Device**

Refer to Anti-Theft Devices Standards and Discounts Rule 54.



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**D. Class 15**

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. If the principal operator becomes age 65 during the policy year, the class 10 premium must be adjusted as of that date. The premium adjustment shall be credited to the policyholder on that date unless that date is within sixty days of the expiration date of the policy, in which case the adjustment may be credited to the renewal policy. A notice of this classification change must be sent to the policyholder either prior to or with the proposed adjustment. The policyholder is required to notify the company of any change in operator usage which would affect entitlement to the discount. The discount will be calculated as follows; compute 75% of the class 10 rate for each part and display the exact dollar and cents results for each part.

The 25% discount is applied to the final premium for each part after all other discounts and rating factors have been completed. It is the last step in the rating process prior to the application of the merit rating adjustment.

**E. Annual Mileage Discount**

A discount of the premium paid for Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12 will be given to eligible policyholders on request, when the annual mileage of the vehicle falls into one of two categories. The discount will be based on the actual mileage driven in the previous policy year as determined by a comparison of two odometer readings, at least six months apart, from Registry of Motor Vehicle information or the Annual Mileage Discount Form and other standard automobile insurance forms available to the company. Refer to the Miscellaneous Rating Factors page for the applicable categories and discounts.

**1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as Antiques are not eligible. The company may request that the applicant for the discount complete the Annual Mileage Discount Form for the verification of eligibility for the discount.

**2. Verification**

The company may use the odometer readings provided by the applicant on the Annual Mileage Discount Form or other standard forms available to the company, in order to verify the mileage driven in the past year. The company shall compute the annualized difference between the odometer reading at the time of application and the previous odometer reading to determine eligibility. If a vehicle replaces a vehicle which is receiving the discount, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

The company may use information from the Vehicle Inspection System of the Registry of Motor Vehicles to verify annual mileage. The difference in the two most recent odometer readings reported by the Registry, if at least six months apart, shall be annualized to determine eligibility for the discount. If the Registry reports only one reading, which is more than six months before the application for the discount, the applicant may provide a current odometer reading on the Annual Mileage Discount Form, and the difference shall be annualized to determine eligibility.

If two odometer readings, at least six months apart, are not available to the company through the Registry of Motor Vehicles, the Annual Mileage Discount Form or other standard forms, the vehicle is not eligible for the annual mileage discount.

**3. Application of Discount**

The applicable discount applies to rates otherwise determined for each insured vehicle by coverage, limits purchased, territory, driver class, and model year and symbol prior to the application of merit rating adjustment.

**F. Passive Restraint Discount**

A 25% discount will apply to the premium paid for Parts 2, 3, 6 and 12 if will be given to eligible policyholders for qualifying vehicles which contain at least one of the following occupant safety features; an airbag installed for either the driver's seating position or both front outboard designated seating positions or an automatic seatbelt installed for either the driver's seating positions or both front outboard designated seating positions.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**G. Advanced Driver Training**

[Reserved]

**H. Multi-Line Discount**

A discount shall apply, in accordance with the table below, if a policyholder also has a homeowners and/or qualifying Amica Life Insurance policy(ies). A qualifying Amica Life Insurance policy is an active individual term life policy, an active individual whole life policy, or an active individual universal life policy within the policyholder's account that is owned by the named insured or a related household member.

- a. Only the largest single discount shall apply regardless of the number of Homeowners policies in force.
- b. A qualifying Amica Life Insurance policy may be associated with only one policyholder in a given household.
- c. The discount shall apply to Parts 1, 2, 4, 5, 6, 7, 8, and 9.

	No Amica Life Policies	1 Amica Life Policy	2+ Amica Life Policies
Auto only	0%	4%	7%
Auto & HO-1, 2, 3, 5, 9	5%	7%	10%
Auto & HO-6	3%	5%	8%
Auto & HO-4	2%	5%	8%

**I. Good Student**

The applicable Good Student discount applies provided 1. the owner or operator is Rate Class 17, 18, 20, 21, 25, or 26 and a full time high school, college or university student, 2. a certified statement from a school official is presented to the Company on each anniversary date of the policy indicating that the student has met one of the following requirements during the immediately preceding school semester: (a) is in the upper 20% of his/her class scholastically, or (b) maintains a "B" average, or its equivalent. If the letter grading system can not be averaged then no grade can be below "B.", (c) when in a school maintaining a numerical grade, must have at least a 3 in a 4, 3, 2, 1 point system or its equivalent, (d) in addition to the prior semester records, allow the Annual GPA as an additional qualifier of good student status; this may be obtained by averaging GPAs of the (2) preceding semesters, (e) student is included in a "Dean's List," "Honor Roll" or comparable list indicating scholastic achievement. A change resulting from a change in the scholastic standing of the student can not be effected between anniversary dates of the policy. Refer to Miscellaneous Rating Factors page for applicable discount.

**J. Loyalty**

A discount based on the number of years an insured has consecutively held an automobile policy with Amica will be applied to Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, and 12. Insureds that are not presently insured with Amica but have been consecutively insured for a period of not less than three years with the same insurer or insurer group and have not been cancelled or non-renewed will be eligible for a 3% discount. Refer to the Miscellaneous Rating Factors page for applicable discount.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Rule 20. MODEL YEAR RATING****A. Model Year Defined**

The model year of an auto is used in rating physical damage coverage on an actual cash value basis.

The model year of the auto is the year assigned by the auto manufacturer. The model year of rebuilt or structurally altered autos is determined by the model year of the chassis.

**B. Rating of Model Years Not Shown on Rate Pages**

1. When model year is used in rating and the relativities for a model year are not displayed in the Rate Pages, multiply the appropriate symbol factor for the latest model year displayed by the factors displayed in the table below:

<b>Model Year to be Rated</b>	<b>Model Year/Symbol Factors</b>
Latest Model Year Displayed + 1 year	1.05
Latest Model Year Displayed + 2 years	1.10
Latest Model Year Displayed + 3 years	1.16

**Rule 21. FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE****A. Actual Cash Value**

Refer to Miscellaneous Rating Factors Section for the applicable rating factors.

**B. Stated Amount**

Refer to Miscellaneous Rating Factors Section for the applicable rating factors.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Rule 22. NON-SYMBOLLED VEHICLES AND RATING VEHICLES FOR WHICH SYMBOLS ARE NOT SHOWN ON THE RATE PAGES**

**A. Non-Symbolled Vehicles**

1. For rating of newly announced models for which no symbol is shown, use the symbol of the latest corresponding model which is shown until announcement is made.
2. For rating of other vehicles which have no prior corresponding model, determine the appropriate symbol based on the FOB List Price or Purchase Price, whichever is higher, from the following table.

Symbol	Model Years 1980 & Prior	Model Years 1981-1989	Model Years 1990 -2010	Symbol	Model Years 2011 and Later	Symbol	Model Years 2011 and Later
1	0- 1600	0- 1600	0- 6500	1	1-3,000	41	35,001-36,000
2	1601- 2100	1601- 2100	6501- 8000	2	3,001-5,500	42	36,001-37,000
3	2101- 2750	2101- 2750	8001- 9000	3	5,501-8,000	43	37,001-38,000
4	2751- 3700	2751- 3700	9001-10000	4	8,001-9,000	44	38,001-39,000
5	3701- 5000	3701- 5000	10001-11250	5	9,001-10,000	45	39,001-40,000
6	5001- 6500	5001- 6500	11251-12500	6	10,001-11,000	46	40,001-41,250
7	6501- 8000	6501- 8000	12501-13750	7	11,001-12,000	47	41,251-42,500
8	8001-10000	8001-10000	13751-15000	8	12,001-13000	48	42,501-43,750
10	10001-12500	10001-12500	15001-16250	10	13,001-14000	49	43,751-45,000
11	12501-15000	12501-15000	16251-17500	11	14,001-15000	50	45,001-46,250
12	15001-17500	15001-17500	17501-18750	12	15,001-15,625	51	46,251-47,500
13	17501-20000	17501-20000	18751-20000	13	15,626-16,250	52	47,501-48,750
14	20001 & above	20001-24000	20001-22000	14	16,251-16,875	53	48,751-50,000
15		24001-28000	22001-24000	15	16,876-17,500	54	50,001-52,500
16		28001-33000	24001-26000	16	17,501-18,125	55	52,501-55,000
17		33001-39000	26001-28000	17	18,126-18,750	56	55,001-57,500
18		39001-46000	28001-30000	18	18,751-19,375	57	57,501-60,000
19		46001-55000	30001-33000	19	19,376-20,000	58	60,001-65,000
20		55001-65000	33001-36000	20	20,001-20,625	59	65,001-70,000
21		65001 & above	36001-40000	21	20,626-21,250	60	70,001-75,000
22			40001-45000	22	21,251-21,875	61	75,001-80,000
23			45001-50000	23	21,876-22,500	62	80,001-85,000
24			50001-60000	24	22,501-23,125	63	85,001-90,000
25			60001-70000	25	23,126-23,750	64	90,001-95,000
26			70001-80000	26	23,751-24,375	65	95,001-100,000
27			80001 & above	27	24,376-25,000	66	100,001-110,000
				28	25,001-25,625	67	110,001-120,000
				29	25,626-26,250	68	120,001-130,000
				30	26,251-26,875	69	130,001-140,000
				31	26,876-27,500	70	140,001-150,000
				32	27,501-28,125		
				33	28,126-28,750	71	Rating Symbol *
				34	28,751-29,375	72	Rating Symbol *
				35	29,376-30,000	73	Rating Symbol *
				36	30,001-31,000	74	Rating Symbol *
				37	31,001-32,000	75	Rating Symbol *
				38	32,001-33,000		
				39	33,001-34,000		
				40	34,001-35,000	98	150,001 & above**

\* These symbols have no corresponding price ranges and will therefore not be used to determine a vehicle's Price New Symbol. Vehicles can only be assigned these rating symbols via experience-based modification.

\*\* Vehicles assigned Symbol 98 will be priced according to Rule 22.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**3. Stated or Agreed Amount**

If an automobile is appraised for stated or agreed amount coverage, the appraised value must be used to determine the symbol.

For model years 1980 and prior, with values of \$20,001 and above, the auto must be rated on a Stated Amount Basis in accordance with Rule 41. The insurer has the option to waive the requirement of obtaining an appraisal as required under Rule 41.

**4. Equipment: Vans and Pick-ups**

Except with respect to the coverage provided under Rule 47 for custom furnishings or custom equipment, the cost of any equipment installed in or upon a pick-up or van shall be added to the FOB List Price, Purchase Price or Appraisal Value in determining the applicable symbol.

**B. 2011 and Later Model Years – Symbol 98 Vehicles**

Develop the base rates for Symbol 98 Vehicles as follows:

1. Comprehensive
  - a. Increase the factor for Symbol 70 by +0.74 for each \$10,000 or fraction of \$10,000 above \$150,000 of Original Cost; and
  - b. Apply this factor to the applicable model year Symbol 11 rate, calculated by multiplying the base rate by the Symbol 11 factor.
2. Collision
  - a. Increase the factor for Symbol 70 by +0.35 for each \$10,000 or fraction of \$10,000 above \$150,000 of Original Cost; and
  - b. Apply this factor to the applicable model year Symbol 11 rate, calculated by multiplying the base rate by the Symbol 11 factor.

**C. 1990-2010 Model Years – Symbol 27 Vehicles**

Determine the actual cash value premium for Symbol 27 vehicles by:

- a) Dividing the factor for Symbol 26 by the factor for Symbol 17 and then by increasing the resulting factor by +.15 for each \$10,000 or portion of \$10,000 above \$80,000 of the FOB List Price or Purchase Price, whichever is higher.
- b) Applying this factor to the Symbol 17 factor, then multiplying by the base rate for the appropriate territory, class, and model year and then rated in accordance with Rule 11.

**RULE 23. HIGH-THEFT VEHICLES**

For certain model years, some makes and models are considered high-theft vehicles. These vehicles are identified as such in the Symbol and Identification Section of this Manual.

Any person who acquires ownership of a high-theft vehicle must have a Category III, Category IV or Category V anti-theft device or vehicle recovery system installed in the vehicle, otherwise the company may, at its option, charge an extra-risk rate, decline coverage, or cancel existing coverage.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**New Business Rule**

Any high-theft vehicle listed on a New Business Application which does not have an appropriate anti-theft device or vehicle recovery system shall be written at the extra-risk rate. If an appropriate device is installed within thirty days of the policy effective date, the extra-risk premium will be waived and the anti-theft discount will be allowed retroactive to policy inception. If an appropriate device is not installed within thirty days of policy inception, the company, at its election, may cancel Collision and Comprehensive or continue such coverage at the extra-risk rate.

A category III, IV, or V device installed more than thirty days after the policy effective date qualifies for the applicable discount, but the discount shall be calculated pro-rata from the date of installation. Any premium charged for an extra-risk rate shall be earned on a pro-rata basis.

**RULE 24. EXTRA-RISK RATING (COLLISION AND COMPREHENSIVE)**

The following circumstances require the application of the extra-risk rate if the company elects to write the coverage and the insurance to be provided is on a vehicle:

1. customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto insurance related fraud, or auto theft.
2. customarily driven or owned by persons who have within the last three years, been convicted of any category of driving under the influence of alcohol or drugs.
3. customarily driven by or owned by persons who, within three years preceding the effective date of the policy, have been involved in four or more at-fault auto accidents. An at-fault auto accident is one in which the owner or any person who customarily drives the auto was more than 50% at fault.
4. designated as a "high-theft vehicle" which does not have at least a minimum anti-theft or auto recovery device as prescribed by the Commissioner of Insurance. (Refer to Rule 23.)
5. customarily driven by or owned by persons who have two or more total auto theft or fire insurance claims within the three years immediately preceding the effective date of the policy.
6. customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making claim under Collision or Comprehensive coverage.
7. for which a salvage title has been issued by the Registrar of Motor Vehicles unless a new certificate of title has been issued in accordance with Massachusetts law. (Coverage cannot be written on a vehicle which has been issued a salvage title.)

The factors for the extra-risk rate are applied to the manual rate as follows:

	Collision	Comprehensive
Vehicular Homicide	1.5	1.0
Auto Insurance Related Fraud	1.5	1.5
Auto Theft	1.5	1.5
Driving Under the Influence of Alcohol or Drugs	1.1	1.0
Four or More At-Fault Accidents	1.1	1.0
High-Theft Vehicle	1.0	1.5
Two or More Total Fire or Total Theft Losses	1.0	1.5
Material Misrepresentation	1.5 (1.2)	1.5 (1.2)
Salvage Title	Coverage not available	

**NOTE:** For the first instance of a material misrepresentation in the application for insurance, the lower indicated factor may be used, at the option of the company.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Application of Factors**

**A. Single Vehicle Policies**

Where more than one category applies to the same operator or vehicle, the highest applicable factor shall be used respectively for Collision and Comprehensive. For example, if a listed operator is convicted of vehicular homicide and also has a high-theft vehicle, the factor for both Collision and Comprehensive is 1.5. The factors do not compound. In cases where separate policies are issued by the same insurer to the common owner of two or more vehicles, the highest applicable factors for Collision and Comprehensive shall be assigned to the vehicle with the highest premium for Collision and Comprehensive respectively. For each subsequent vehicle, the next highest applicable factor shall be assigned to the next highest premium for Collision and Comprehensive respectively, etc. If one or more of the extra-risk categories of insurance fraud, auto theft or material misrepresentation apply to such common owner, the applicable factor shall be used for both Collision and Comprehensive for each insured vehicle.

**B. Multi-Vehicle Policies**

The highest applicable factors for Collision and Comprehensive shall be assigned to the vehicle with the highest premium for Collision and Comprehensive respectively. Each subsequent vehicle shall be assigned the next highest applicable factor and so forth. If one or more of the extra-risk categories of insurance fraud, auto theft or material misrepresentation apply to the insured owner, the applicable factor shall be used for both Collision and Comprehensive for each insured vehicle.

**RULE 25. VEHICLE SERIES RATING**

Vehicle Series Rating (VSR) is a program applied by the Insurance Services Office (ISO) to adjust the Price New Symbols of vehicles to increase or decrease the symbol due to loss experience reflecting crash damage, ease of repair, cost of repair parts, and theft for the particular vehicle, resulting in the Rating Symbol. The Rating Symbol is used to determine a vehicle's premium for Collision, Limited Collision and Comprehensive coverage.

The VSR program reviews the symbol assignments for all vehicle series five times: when the model year is introduced and in each of the next four annual VSR review years. The symbol for a particular series may be upsymbolled, downsymbolled, or may remain the same.

Reassignment of symbols shall be effective with 2006 and subsequent model year vehicles and may only be applied at policy issuance or renewal. A policy shall not be changed mid-term solely due to a change in symbol assignment based on symbol review.

**RULE 26. ADDITIONAL RATING FACTORS**

**DRIVING EXPERIENCE FACTOR**

The premium for each coverage is determined by applying the Driving Experience factor from the table below to Parts 1, 2, 4, 5, 6, 7, 8, and 9.

Years		Coverages	Coverages
Driving Experience		1,2,4,7	5,6,8,9
No valid US or Canadian License		Factor	Factor
	Range 7	1.095	1.04
0-2	Range 1	1.00	1.00
3-5	Range 2	1.00	1.00
6-9	Range 3	1.095	1.04
10-19	Range 4	1.00	1.00
20-49	Range 5	0.95	0.95
50-59	Range 6	1.00	1.00
60+	Range 7	1.095	1.04

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**LIMIT/VEHICLES FACTOR**

Determine if the vehicle qualifies for a multi-car discount. Determine the Each Person Bodily Injury Liability Limit for the vehicle. The premium for each coverage is determined by applying the Limit/Vehicles factor for the appropriate Each Person Bodily Injury Liability Limit and single/multi-car status from the tables below to Parts 1, 2, 3, 4, 5, 6, 7, 9, and 12. For vehicles without liability coverage, a factor of 1.00 should be used for Parts 1, 2, 3, 4, 5, 6, 7, 9, and 12.

**Vehicles Not Qualifying For the Multi-Car Discount**

<b>SELECTED BI EP Limit</b>	<b>PART</b>								
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>9</b>	<b>12</b>
20	1.10	1.10	1.10	1.10	1.10	1.10	1.00	1.10	1.10
25-50	1.07	1.00	1.00	1.00	1.07	1.00	1.00	1.00	1.00
100-1000	0.98	.98	.98	.98	.98	.98	.98	.98	.98

**Vehicles Qualifying For the Multi-Car Discount**

<b>SELECTED BI EP Limit</b>	<b>PART</b>								
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>9</b>	<b>12</b>
20	1.10	1.10	1.10	1.10	1.10	1.10	1.00	1.10	1.10
25-50	1.07	1.00	1.00	1.00	1.07	1.00	.98	.98	1.00
100-1000	0.98	.98	.98	.98	.98	.98	.98	.98	.98

**SECTION II - PRIVATE PASSENGER AUTOMOBILES**

**RULE 27. PRIVATE PASSENGER DEFINITION**

- A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others. A vehicle which meets the conditions of Rule 31, regarding the transportation of fellow employees, students or others for consideration, is included in this definition, provided such vehicle is not registered for carrying passengers for hire.
- B. A motor vehicle that is a pick-up or van, that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and
  - 1. has a gross vehicle weight rating of less than 10,000 pounds or has a rating symbol assigned to it by the Insurance Services Office (ISO), and
  - 2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.
- C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

- D. At the option of the company, an eligible vehicle under this rule whose title has been transferred to a trust may be written under the Massachusetts Automobile Insurance Policy, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

If a motor vehicle is leased as described in the foregoing paragraphs, and the lessee is obtaining the insurance, the policy must be issued to the lessee as named insured and Endorsement M-0070-S, "Coverage For Anyone Renting An Auto To You," must be attached to the policy.

## **RULE 28. PRIVATE PASSENGER CLASSIFICATIONS**

### **A. Operator Classes**

- 10 Experienced Operator.** The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more.** The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years.** The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years.** The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 21 Inexperienced Occasional Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is not the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 25 Inexperienced Principal Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has completed a Satisfactory Driver Training Program.
- 26 Inexperienced Occasional Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, has completed a Satisfactory Driver Training Program, and is not the principal operator of the automobile.
- 30 Business Use.** The operator has been licensed at least six years and the automobile is used in the occupation, profession, or business of the insured. Going to or from the principal place of the occupation, profession or business of the insured is not considered business use.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**B. Operators**

All operators of the insured automobiles must be listed on the Coverage Selections Page of the Policy. An operator is a person who has an operator's license, but does not include a person who has only a learner's permit.

**1. Assignment of Operators to Automobiles**

a. Each operator listed on the policy shall be assigned to an automobile on the policy based on the operator's class and merit rating in a manner which produces the highest Combined Premium (the sum of the premium for Parts 1, 2, 4, 5, 7, 8, and 9 for the operator's class and the operator's merit rating plan points) for each automobile. The operators shall be assigned in order of the highest Combined Premium applied to the automobile with highest Base Premium (the automobile's Class 10 premium for Parts 1, 2, 4, 5, 7, 8, and 9) until all operators are assigned to an automobile, except that:

i. If an inexperienced operator is the principal operator of a specific automobile, the automobile shall be rated with the appropriate inexperienced principal operator class and merit rating of that operator;

ii. If an operator age 65 or over is the principal operator of a specific automobile and all operators listed on the policy have been licensed at least six years, the automobile shall be rated as Class 15 and that operator's merit rating shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the merit rating of the Class 15 operators shall be applied in the manner which produces the highest Combined Premium.

iii. If an operator's class and merit rating are rated on an automobile covered by another Massachusetts private passenger insurance policy, that operator shall be deferred from rating on the policy (Deferred Operator). If all operators listed on a policy are Deferred Operators, the operator producing the lowest Combined Premium shall be assigned to the automobile(s).

iv. If only one operator is listed on the policy, all automobiles on the policy will be assigned the same principal operator classification and merit rating.

v. If each listed operator has been used in rating an automobile on the policy, any remaining automobiles shall be assigned the operator class and merit rating which produces the lowest Combined Premium, unless the automobile is subject to rating as Class 30.

vi. If more than one operator is listed on the policy, an operator cannot be assigned as the principal operator of more than one automobile on the policy until the other operators (except Deferred Operators) are assigned to an automobile.

An operator is a Deferred Operator if that operator's classification and merit rating plan adjustment are assigned to and rated on another automobile covered by another Massachusetts private passenger automobile insurance policy.

b. The assignment of operators to automobiles applies regardless of the number of policies or insurers involved.

c. An inexperienced operator in active military service with the Armed Forces of the United States of America shall not be considered an operator of the automobile unless such individual customarily operates the automobile.

d. Private passenger automobiles owned by clergy are to be classified as Class 10 or 15 unless (a) Class 30 is required due to business use other than in connection with church use or (b) an inexperienced operator is listed on the policy.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**2. Excluded Operator**

If an operator who is a member of the household is to be excluded in rating a particular automobile to produce a lower premium charge, the policyholder must submit a signed statement that such operator does not and will not operate the automobile to be insured. The signed statement must be on the Operator Exclusion Form, M-0106-S.

If any operator excluded as a result of such signed statement operates the automobile, the appropriate operator classification premium for the full policy period may be charged unless a collision or limited collision claim has been denied in accordance with the provisions of the policy because the excluded operator was driving the automobile at the time of the accident.

**3. Driving Experience**

An operator new to Massachusetts must provide evidence of licensure from the state or country where the operator was previously licensed in order to assign the correct operator classification under this rule. If electronically available, the company will be responsible for obtaining the motor vehicle operator report from the other state or country. If necessary, a certified English translation may be required. No operator shall be assigned to Class 10 unless the operator has six or more years of driving experience.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

**4. Operator Use**

Operators will be classified by the amount of use of an insured automobile:

- Principal Operator – a person who has an operator's license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- Occasional Operator – a person who has an operator's license and operates the insured automobile less than the principal operator.

**C. Classification Changes**

Classification of each automobile shall be determined by the facts existing as of the effective date of the policy. Premium adjustments shall be made on a pro rata basis if changes occur during the policy period.

**D. Satisfactory Driver Training Program**

1. Completion and receipt of a certificate under the Massachusetts Driver Education Program prescribed by the Registrar of Motor Vehicles, or
2. The presenting of satisfactory evidence (certificate signed by school officials) that such operators have successfully completed a driver education course in a state other than Massachusetts meeting the following standards:
  - a. The course had the official approval of the State Department of Education or other responsible state agency, and was conducted by:
    - (1) a recognized secondary school, college or university, or

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

- (2) other school approved and supervised by the State Department of Education or other responsible state agency.
- b. The course was conducted by instructors certified by the State Department of Education or other responsible state agency.
- c. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of twelve clock hours per student in the practice driving phase.

**RULE 29. RESERVED FOR FUTURE USE****RULE 30. PERSONAL INJURY PROTECTION - DEDUCTIBLE FORM**

The policyholder, at his or her option, may elect an amount to be deducted from the amounts otherwise due each person subject to the deduction, under the following conditions:

1. The option of electing a deductible shall be limited to individual insureds and shall apply only to private passenger vehicles as defined in this Section and motor homes owned by such insureds.
2. The eligible policyholder may select a deductible amount of \$100, \$250, \$500, \$1,000, \$2,000, \$4,000 or \$8,000.
3. The deductible applicable to the "Policyholder alone" is the only deductible available if the policyholder is the only member of the household, regardless of the number of vehicles which he owns. Lawfully married individuals having joint ownership and registration of a single motor vehicle which is the only vehicle in the household shall be considered to be an individual for purposes of paragraph 4 of this rule. In such a case the same form of deductible must apply to both of the lawfully married individuals.
4. Either the deductible for the policyholder "alone" or the policyholder and household members is available to a policyholder who has two or more members in his household and there is one motor vehicle in the household.
5. The deductible applicable to the policyholder and household members is the only deductible available for election if there are two or more members in the household, and also two or more motor vehicles insured for Personal Injury Protection by household members.
6. If two or more vehicles are insured under a single policy, the same deductible election shall apply to all vehicles insured under such a policy.
7. As used in this rule, the term "household members" means those persons living in the policyholder's household who are related to the policyholder by blood, marriage or adoption. This includes wards or foster children.

The Personal Injury Protection premium otherwise applicable shall be reduced by the dollar amount determined by applying the percentage shown on the Miscellaneous Rating Factors page to the manual premium.

**RULE 31. TRANSPORTATION OF FELLOW EMPLOYEES**

If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the premium to be charged shall be the otherwise applicable private passenger automobile premium. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, **Students or Others, M-0004-S.**

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B).

Liability

100% of the otherwise applicable premium rated in accordance with Rule 11.

Physical Damage

Part 7: 60% of the otherwise applicable premium rated in accordance with Rule 11.\*

Part 8: 100% of the otherwise applicable premium rated in accordance with Rule 11.

Part 9: 90% of the otherwise applicable premium rated in accordance with Rule 11.

\* Reduction not applicable to Waiver of Deductible premium.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

**RULE 33. TOWING AND LABOR COST**

Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

Applicable regardless of the term of the policy or endorsement.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Liability

No Charge

Physical Damage

1. Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

2. Multiply the Territory 1, Class 10 base rate by the appropriate symbol factor for the 2010 model year.

3. Parts 7, 8 and 9: 50% of the otherwise applicable premium rated in accordance with Rule 11.

All policies subject to this rule, written for trailers with living quarters, must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 35. AUTOLOAN/LEASE COVERAGE**

A policy providing both collision and comprehensive coverage may be extended to provide coverage for the difference between the outstanding indebtedness on a loan/lease agreement on a vehicle, and the actual cash value of the vehicle, subject to the following:

Auto Loan/Lease Coverage may be provided only to a vehicle that is a private passenger auto, pickup or van; and

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

The insured must request the auto loan/lease coverage within 30 days of leasing or financing a vehicle.

The charge for this coverage will be 7% of both the Part 7, Collision, and Part 9, Comprehensive coverages.

**RULES 36 - 38. RESERVED FOR FUTURE USE**

**SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES**

**RULE 39. MOTOR HOMES/CAMPER BODIES**

**A. Motor Homes**

Any motor vehicle originally designed or permanently altered as living quarters (including cooking, dining, plumbing or refrigeration facilities), and which is used exclusively for human habitation or camping purposes. This also includes pick-up trucks used solely to transport a camper body or other similar living quarters. A motor vehicle designed primarily to transport property which has been temporarily altered or equipped for human habitation shall not be deemed to be a motor home.

Liability

100% of the otherwise applicable premium rated in accordance with Rule 11.

Physical Damage

Parts 7 and 8: 50% of the otherwise applicable premium rated in accordance with Rule 11.

Part 9: 100% of the otherwise applicable premium rated in accordance with Rule 11.

For Parts 7, 8 and 9, refer to Rule 22 to determine rating symbol.

**B. Camper Bodies**

A pick-up truck used to transport a portable camper body or similar living quarters, but which is also used for other purposes should be rated, both pick-up and camper body, according to the otherwise regular use of the vehicle.

For Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) coverages, the vehicle should be rated as follows:

Symbolled Pick-Up

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the camper body to the value of the vehicle as determined in item 2.
4. Develop the premium in accordance with Rule 11 using the rating symbol determined in item 3 and the model year indicated in the rate section.

Non-Symbolled Pick-Up

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the camper body.
2. Based on the price developed in item 1 refer to Rule 22 to determine the symbol.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

3. Develop the premium in accordance with Rule 11 using the symbol determined in item 2 and the model year indicated in the rate section.

**NOTE:** All policies subject to this rule must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 40. ANTIQUÉ MOTOR CARS AND ANTIQUÉ MOTORCYCLES**

Any motor vehicle or motorcycle registered as an antique or, if not registered, is over twenty-five years old which is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and which is not used primarily for the transportation of passengers or goods over any way, provided that the application for registration thereof is accompanied by an affidavit upon a form provided by the Registrar which shall include a statement of the age and intended use of such motor vehicle.

The merit rating plan percentages do not apply to vehicles described in this Rule.

Endorsement M-0047-S titled Antique Auto must be issued with the policy.

Antique Motor Cars

- Parts 1, 2, 4 & 5: 25% of the otherwise applicable Class 10 premium rated in accordance with Rule 11.
- Parts 3, 6 & 12: 100% of the otherwise applicable premium rated in accordance with Rule 11.
- Parts 7, 8 & 9: 50% of the otherwise applicable premium rated in accordance with Rule 11 using the appropriate 2010 model year symbol, based on the appraised value, and the Territory 1, Class 10 base rate

Antique Motorcycles

- Parts 1, 2, 4 & 5: 25% of the otherwise applicable Motorcycle rate
- Parts 3, 6 & 12: 100% of the otherwise applicable Motorcycle rate
- Parts 7, 8 & 9: 50% of the otherwise applicable Territory 1 Motorcycle rate.

**RULE 41. STATED AMOUNT COVERAGE**

**Parts 7, 8 and 9**

A motor vehicle shall be insured on a stated amount basis when it can be clearly established that its value will produce an inadequate premium charge using normal rating procedures. In such case, the vehicle shall be rated as follows:

1. An appraisal shall be made at the time of application to establish the current market value of the vehicle. The insurer shall verify the accuracy of the appraisal.
2. Calculating Stated Amount Premiums
  - a. Collision

Multiply the base rate by symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Divide the results by the appropriate stated amount divisor to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

Model Years 2010 & Earlier Symbols	Collision Stated Amount Divisor
1	32.50
2	72.50
3	85.00
4	95.00

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

5	106.25
6	118.75
7	131.25
8	143.75
10	156.25
11	168.75
12	181.25
13	193.75
14	210.00
15	230.00
16	250.00
17 and higher	270.00

## b. Limited Collision

Multiply the Collision base rate by the symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Multiply the result by the limited Collision Deductible factor displayed on the rate pages. Divide the results by the appropriate Collision stated amount divisor displayed above to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

## c. Comprehensive

Multiply the Comprehensive base rate by the symbol relativity for model year 2010. For Symbol 17 and above use the Symbol 17 rate. Multiply by 100 and divide the results by the appropriate Median Symbol Value displayed below to obtain the stated amount rate. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium. Apply all other rating factors, discounts and Merit Rating Plan percentages in accordance with Rule 11.

Model Years 2010 & Earlier Symbols	Comprehensive Median Symbol Value
1	3,250
2	7,250
3	8,500
4	9,500
5	10,625
6	11,875
7	13,125
8	14,375
10	15,625
11	16,875
12	18,125
13	19,375
14	21,000
15	23,000
16	25,000
17 and higher	27,000

Endorsement MPY-0027-S titled Stated Amount Coverage must be issued with the policy. This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule.

**RULE 42. GOLFMOBILES AND LAWNMOWERS (MOTORIZED)**

Coverage for these vehicles is to be provided by a Personal Auto Policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**RULE 43. SNOWMOBILES**

A snowmobile is a motor vehicle designed for use principally on snow or ice using wheels or crawler-type treads or belts for locomotion across land, ice or snow. This does not include a vehicle using airplane - type propellers or fans.

Coverage shall be provided on a Personal Auto Policy without a Personal Injury Protection endorsement.

ISO Endorsement PP-03-20 titled Snowmobiles must be issued with the policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

**NOTE:** a. Only Stated Amount Coverage is available.

- b. A snowmobile and trailer designed to be towed by the snowmobile shall be considered one unit for determining the deductible amount to any loss, provided said trailer is described in the schedule on the endorsement.

**RULE 44. MOTORCYCLES, MOTORSCOOTERS, MOPEDS AND SIMILAR MOTOR VEHICLES**

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.50. The merit rating assigned to an operator on a private passenger automobile insurance policy, if available, shall also be applied to the motorcycle policy. Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

If there is more than one operator on a policy, the operators shall be assigned to the motorcycles in the order which produces the highest Combined Premium. The Combined Premium is the sum of the premium for Parts 1, 2, 4, 5, 7, 8 and 9 for the operator's classification, including the 25% discount for operators age 65 and over, and the operator's merit rating. Any motorcycles remaining after assignment of all operators shall be assigned the classification and merit rating producing the lowest Combined Premium for the listed operators. If an inexperienced operator is the only listed operator of the motorcycle on the policy, all motorcycles shall be assigned an inexperienced operator classification.

Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law. If Optional Bodily Injury to Others (Part 5) is purchased with guest occupants excluded, Endorsement M-0002-S titled "Guest Occupants Exclusion" must be issued with the policy.

The term "Motorcycle" shall include any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including any bicycle with a motor or driving wheel attached, except a tractor, a motorized lawnmower, a motor vehicle designed for the carrying of golf clubs and not more than four persons, an industrial three wheel truck, or a motor vehicle on which the operator and passengers ride within an enclosed cab.

The multi-car discount does not apply to any motorcycle.

Motorcycles shall be classified on the basis of cubic centimeter displacement in accordance with the following groups and written at the rate shown on the Rate Sheets.

Group A - Cubic Centimeter Engine Displacement of 100 or less.

Group B - Cubic Centimeter Engine Displacement of 101-350.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Group C - Cubic Centimeter Engine Displacement of 351-650

Group D - Cubic Centimeter Engine Displacement over 650

**Fire** - See rate section.

**Theft** - See rate section.

**Comprehensive** - See rate section.

**Collision** - See rate section.

**Limited Collision** - See rate section.

**Substitute Transportation** – See Miscellaneous Rating Factors page.

**Towing and Labor** – See Miscellaneous Rating Factors page.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule, shall be eligible for a 25% discount if the experienced operator has attained age 65, or older. The discount applies to all Parts.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 10% discount if the principal operator has completed an approved motorcycle rider training program. The discount applies to Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12. Refer to the Miscellaneous Motor Vehicles Page for a list of approved sites.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 20% discount if the motorcycle is equipped with a Vehicle Recovery System which falls under Category IV of the Anti-Theft Device Standards and Discounts, as defined in Rule 54. This discount is applicable to Comprehensive coverage or other combinations of specified perils which afford Theft coverage.

Coverage for vehicles rated in accordance with this Rule and not subject to the Compulsory Law shall be provided on a Personal Auto Policy without a Personal Injury Protection Endorsement.

#### **RULE 45. AGREED AMOUNT COVERAGE - COMPREHENSIVE**

At the option of the policyholder, Comprehensive (Part 9) coverage may be written to provide that in determining the actual cash value of a motor vehicle to be insured, no deduction shall be made to reduce the value of the vehicle to less than the agreed value in the event of loss. "Agreed value" means the value of the vehicle as determined by agreement between the insurer and the policyholder. As a condition to this coverage, the insurer shall be permitted to inspect the vehicle at the time of application. The vehicle shall be rated as follows:

1. An appraisal is to be made to establish the current market value of the vehicle. The cost of appraisal shall be borne by the policyholder.
2. Refer to Rule 22 to determine the appraised value symbol group.
3. Multiply the Comprehensive base rate by the symbol relativity for model year 2010. Multiply by 100 and divide the results by the appropriate Median Symbol Value displayed in Rule 41 to obtain the stated amount rate.
4. Apply this stated amount rate to each \$100 of the appraised valuation to determine the base premium.
5. Multiply the premium obtained in (4) above by the factor of 110%. Apply all other rating factors, discounts and Merit Rating point percentages in accordance with Rule 11.

Endorsement MPY-0034-S titled "Agreed Amount Coverage - Comprehensive" must be issued with the policy.

This rating procedure is not available for antique automobiles and antique motorcycles as defined in Rule 40.

**RULE 46. EXCESS ELECTRONIC EQUIPMENT COVERAGE**

Coverage for loss or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, is excluded under the Massachusetts Automobile Insurance Policy, unless the electronic equipment has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. However, electronic equipment which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment is covered up to \$1,000. Coverage in excess of \$1,000 is available, as follows:

1. Determine the value of the equipment, including installation, in excess of \$1,000
2. Apply a rate of \$4 to each \$100 of valuation.
3. The rate charged is a flat rate. No other rating factors, discounts or Merit Rating percentages apply, except for the Class 15 discount, if applicable.
4. Endorsement MPY-0041-S, "Excess Electronic Equipment Coverage," must be issued with the policy.

Refer to the Miscellaneous Rating Factors page for premium charges.

**RULE 47. CUSTOMIZED VANS AND PICK-UPS**

Coverage for loss or damage to customizing equipment located in or upon a pick-up or van is excluded under the Massachusetts Automobile Insurance Policy. Coverage for customizing equipment is available for any pick-up or van insured under the policy for Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) by attaching Endorsement MPY-0037-S, Coverage for Customized Vans and Pick-Ups, and adding the value of the customized equipment to the value of the vehicle.

The vehicle should be rated as follows:

**A. Symbolled Pick-Up or Van**

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the customized equipment to the value of the vehicle as determined in accordance with Rule 11 using tem 2.
4. Develop the premium according to the rating symbol determined in Item 3 and the model year indicated in the rate section.

**B. Non-Symbolled Pick-Up or Van**

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the customized equipment.
2. Based on the price developed in Item 1, refer to Rule 22 to determine the symbol.
3. Develop the premium in accordance with Rule 11 using the symbol determined in Item 2 and the model year indicated in the rate section.

**RULE 48. ORIGINAL EQUIPMENT MANUFACTURER PARTS COVERAGE**

Coverage Parts 7, 8, 9

Coverage for payment of an amount necessary to replace damaged crash parts of an auto with parts manufactured or licensed by the original equipment manufacturer is provided for autos with less than 20,000 miles. At the option of the company, this coverage may be extended. Crash parts are defined to be sheet metal or plastic parts that constitute the visible exterior of the vehicle excluding glass and mechanical parts.

Eligible autos are private passenger automobiles as defined in Rule 27 which are insured for Collision, Limited Collision or Comprehensive coverage, and which are up to 10 model years old. For purposes of this rule, July 1 shall be considered the date at which model years age. For example, a model year 2007 vehicle will be new on July 1, 2006. It will be one model year old on July 1, 2007, two model years old on July 1, 2008, etc. It will be 10 model years old on July 1, 2016.

Refer to the Miscellaneous Rating Factors section for premium development.

Endorsement MPY-0040-S titled Original Equipment Manufacturer Parts Coverage must be issued with the policy.

**SECTION IV - NON-OWNED AUTOMOBILES****RULE 49. NAMED NON-OWNER POLICY**

A policy may be written, at the option of the company, to insure a named individual who does not own an auto but drives borrowed or rented autos. The policy may also provide coverage for family members. Use Personal Auto Policy PP 00 01 and the Named Non-Owner Coverage Endorsement PP 03 22.

The following rates apply:

**Bodily Injury Liability, Property Damage Liability, Medical Payments**

If the exclusions for vehicles furnished or available for regular use apply:

Charge 40 % of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual.

Charge 60% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual and family members.

If the exclusions for vehicles furnished or available for regular use do not apply:

Charge 60% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual.

Charge 80% of the applicable Parts 1, 4, 5 and 6 premiums rated in accordance with Rule 11 to provide coverage for a named individual and family members

**Uninsured Motorists and Underinsured Motorists**

Charge the applicable Part 3 and Part 12 private passenger premiums rated in accordance with Rule 11.

**RULE 50. USE OF OTHER AUTOMOBILES**

A policy may be extended to provide coverage for an individual who owns an auto but also drives borrowed or rented autos. The policy may also be extended to provide coverage for household members.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Endorsement M-0051-S, Use of Other Automobiles-Vehicles Furnished or Available For Regular Use may be used to cover vehicles furnished or available for regular use except vehicles furnished for use as public or livery conveyances.

Endorsement M-0052-S, Use of Other Automobiles-Vehicles Furnished or Available For Use as Public or Livery Conveyances, may be used to cover non-owned public or livery conveyances. Primary insurance must be in effect for these vehicles.

The following rates apply for Damage To Someone Else's Property (Part 4), Optional Bodily Injury To Others (Part 5), and Medical Payments (Part 6):

1. Vehicles Furnished or Available For Regular Use Except Public or Livery Conveyances

- A. No Primary Insurance - 90% of the applicable Private Passenger base rate for an individual and 100% for individual and household members.
- B. Primary Insurance – 12% of the applicable Private Passenger base rate for an individual and 13% for individual and household members.
- C. If the Named Individual is in the business of selling, servicing, repairing or parking autos and there is no insurance afforded on a primary basis, the applicable exclusion may be eliminated and the rate to be changed shall be 100% of the applicable private passenger base rate.

2. Vehicles Furnished or Available For Use As Public or Livery Conveyances

50% of the applicable Private Passenger base rate for an individual and 60% for an individual and household members.

Physical Damage Coverages

A policy providing Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverages may be extended to provide these coverages for non-owned private passenger autos furnished or available for regular use to the named individual other than for use as a public or livery conveyance.

The premium for these coverages shall be the applicable private passenger class, symbol 5 and the 2010 Model Year in the manual for the territory in which the named individual resides.

Government Workers

If the auto furnished or available for regular use is insured and is used in the business of the United States Government or the Commonwealth of Massachusetts, attach M-0049-S, Federal Employees Using Autos They Do Not Own In The Course Of Their Employment, or M-0069-S, Commonwealth of Massachusetts Employees Using Autos They Do Not Own In The Course Of Their Employment:

**RULES 51 - 53. RESERVED FOR FUTURE USE**

**SECTION V - SUPPLEMENTAL INFORMATION**

**RULE 54. ANTI-THEFT DEVICE STANDARDS AND DISCOUNTS**

**1. Eligibility**

This rule is applicable to:

- (1) Private Passenger Automobiles as defined in Private Passenger Definition (Rule 27) in this Manual.

**2. Coverages**

The discount is applicable to the Comprehensive coverage or other combination of specified perils which afford Theft coverage.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**3. Discounts Applicable**

The following discounts are to be applied:

<b>Vehicles Qualifying for</b>	<b>Discount</b>
Category I	5%
Category II	15%
Category III	20%
Category IV	20%
Category IV, plus Category I	25%
Category IV, plus Category II	30%
Category IV, plus Category III	35%
Category V	25%
Category V, plus Category I	28%
Category V, plus Category II	32%
Category V, plus Category III	36%

**4. Definitions**

As used in this regulation, the following words shall mean:

“Passive” describes an anti-theft device or system which is activated automatically when the operator turns the ignition key to the off position.

“Alarm,” except where otherwise specified, means horn, bell, siren or other sounding device which is audible at 300 feet.

“Tubular” describes a type of lock whose key is cylindrically shaped and which has at least 50,000 combinations.

“Electronic lock or keyless device” is an electronic coding device which must have more than 10,000 combinations. The combination used to unlock the device can be entered through a keyboard or similar data entry device or by means of a remote control device.

**5. General**

Stickers identifying the particular anti-theft system installed may not be attached to the car unless specifically permitted in these rules.

If two or more qualifying devices are attached to a vehicle, the total discount shall be that applicable to the device meeting standards for the highest discount. If one of the qualifying devices is a Category IV device, the applicable discount shall be calculated as stated in Item 4. Discounts Applicable.

Insurers may require reasonable evidence of installation of any anti-theft device but may not refuse to grant a discount to a qualifying device solely on the grounds that it was installed by the owner of the auto.

**Categories Defined****Category I**

Devices qualifying in this category receive 5% discounts.

**(a) Ignition or Starter Cut-Off Switch in Combination with Flush or Tapered Door Lock Buttons**

This device is an ignition cut-off switch (sometimes called a “kill switch”) or a starter cut-off switch which is inserted into the ignition wiring of an auto. The switch is tripped upon leaving the auto and must be switched back in order to start the auto.

The switch must be installed so that it is not visible from the driver’s position when the driver is seated. In addition, the vehicle must contain flush or tapered door lock buttons on all doors.

A sticker may identify the presence of this system.

**(b) Ignition or Starter Cut-Off Switches**

Such ignition or starter cut-of switches either must be designed so that the wires leading from the switch to the engine compartment are protected by armored tubing or cable, or operate passively.

**(c) Non-Passive, Externally-Operated Alarm**

This is a non-passive warning alarm which is installed in an auto and can be set to go off if any door, the trunk or the hood is opened without first turning off the alarm by use of a key inserted in a lock mounted on the outside of the auto.

**(d) Internally-Operated Alarm Not Meeting Category II or Category III Criteria**

This is an alarm system which is activated from within the vehicle but which does not meet all the criteria found in Section (5.3) (a) or Section (5.4)(a); alarm must be triggered by entry of doors, hood or trunk.

**(e) Steering Column Armored Collar**

This is a device similar to an oversized padlock which clamps on the steering column over the ignition lock and prevents access to it. This device, upon being locked, prevents the vehicle from being started, or if the auto is hot-wired and started, the device prevents it from being steered. No part of the device, when not in operation, is attached to the steering column. A sticker may identify the presence of this device.

**(f) Steering Wheel Removal Lock**

This device prevents steering movement of the vehicle from a parked position. This is a high security steering wheel lock assembly manufactured of hardened steel components, which allows removal of the steering wheel from the vehicle. The assembly is permanently attached to the vehicle's steering column and is located between the column and the steering wheel. Operation of the lock is controlled by a high security configured key. Unlocking the assembly will permit removal of the steering wheel from the vehicle. A fitted security plate is then inserted onto the lock assembly in place of the steering wheel and the lock's security key is then removed. Re-attachment of the steering wheel onto the lock assembly requires use of the security key to first remove the fitted security plate and then to attach the steering wheel. The security key can be removed from the lock assembly only after either the security plate or steering wheel have been locked into place.

**Category II**

Devices qualifying in this category receive 15% discounts.

**(a) Internally-Operated Alarm Systems Not Meeting Category III Criteria**

This is an alarm system which is activated from within the auto but which does not meet all the criteria in Section (5.4)(a). The ignition must be automatically cut off, or the starter must be disconnected automatically. The alarm must be triggered by entry of doors, hood or trunk.

**(b) Non-Passive Fuel Cut-Off Device**

This is a shut-off device which operates to block the fuel line when a switch is tripped or when the device is engaged by a key. The switch to open or shut off the fuel line must be well hidden from view.

**(c) Non-Passive Steering Wheel Lock**

This device prevents the steering wheel from turning. A steel collar and barrel, into which the shackle of a lock fits, are permanently attached to the steering post. The shackle, made of case-hardened alloy steel, fits over the steering wheel spoke and into the barrel. A tubular key operates the lock. The collar, barrel and shackle must resist cutting with a file. A sticker may identify the presence of this system.

**(d) Armored Cable Hood Lock and Ignition Cut-Off Switch**

This system is one which meets all the criteria of Section (5.4)(f)(1) except paragraph (a). Armor must be similar to that used in outdoor telephone booths; it must extend through firewall and be secured so as to prevent retraction.

**(e) Window Identification System**

A window identification is one in which identification letters and/or numbers are etched by sandblasting, chemical process or other permanent marking into all the windows of the vehicle other than the small vent window.

Provision must be made for immediate telephone identification of the owner of the vehicle any time of day or night.

A sticker may identify the presence of this identification system.

**(f) Emergency Handbrake Lock**

This device prevents the release of the emergency handbrake. The lock replaces the handbrake grip, and is permanently attached to the handbrake lever. The lock encasement must be all metal construction. The lock is released by entering a preset digital combination. A sticker may identify the presence of this device.

**(g) Car Transmission Lock**

The device prevents the vehicle from moving from a parked position by locking the gear shift. A steel encased lock is permanently attached to the floor of the vehicle by a steel stand. The shackle, made of case hardened alloy steel, fits around the gear shift and is inserted into the lock. The device must have a high security locking system with at least 50,000 combinations. The lock, shackle and stand must resist cutting and filing.

A sticker may identify this system.

**Category III**

Devices qualifying in this category receive 20% discounts.

**(a) Passive Alarm System** - This is an alarm system meeting the following criteria:

- (1) Ignition must be cut off automatically, or starter must be disabled automatically.
- (2) Alarm must be triggered by entry of doors, hood or trunk.
- (3) Hood must not open unless unlocked from inside the vehicle by a key, or by an electronic keyless device.
- (4) Alarm must sound for no more than eight minutes, and upon ceasing to sound, must reset itself.
- (5) Alarm must not emit a pulsating, whooping, or yelping sound which would cause it to be mistaken for the modern police, fire or other emergency vehicle siren.
- (6) Alarm must be installed in the engine compartment so as to be inaccessible without opening the hood.
- (7) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a tubular lock or electronic keyless device must be used. The maximum time delay permitted to disarm the system after re-entry is twenty seconds.

**(b) Passive Fuel Cut-Off Device**

This fuel cut-off device is engaged by turning the ignition key to the off position. The driver must trip a switch to open the fuel line each time the car is started. This device must meet the following criteria:

- (1) The fuel line must be blocked when the power is off.
- (2) The switch to open the fuel line must be well hidden from view, but accessible to the driver from the driver's seat. In the alternative a tubular key or an electronic keyless device may be used.



## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

(3) A parking/service attendant override switch may be provided. It must be well hidden from view. It must not be accessible from the passenger compartment; alternatively, if the override switch is accessible from the passenger compartment, a warning buzzer must sound (or the operator must be distracted in some other way) while the engine is running and the override switch engaged. If the buzzer is disconnected, it must result in disconnection of the entire anti-theft system.

(4) Any under-the-dash wiring installed in connection with this device must blend in color with factory-installed wiring.

**(c) Armored Ignition Cut-Off Switch**

This device is a kill switch designed to resist tampering. To prevent hot-wiring of the auto, a protective cap is attached to the coil or starter solenoid. Such devices must meet the following criteria:

(1) Armored cable must run from a separate key to the coil, starter solenoid, or other engine component. Such cable must be similar to that used in outdoor telephone booths, collapse when cut, and preclude quick reconnection of the cut wire inside; alternatively, some other effective means of preventing defeat of the system by cutting the armored cable must be employed.

(2) The device must prevent hot-wiring of the car.

(3) A separate lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

**(d) Passive Multi-Component Cut-Off Switch**

This device is a kill switch activated when the ignition key is turned to the off position. It is designed to prevent hot-wiring of the auto. Such device must meet the following criteria:

(1) The primary wire to the ignition coil must be disconnected.

(2) The device must disconnect the starter.

(3) One or more wires to the electronic ignition system, or to the points and condenser must be disconnected and grounded to the chassis.

(4) The wiring must blend with factory-installed wiring, and the disconnecting/grounding wires must be routed to random points in the electrical system away from the components they affect.

(5) The control module, if separate from the electronic locking mechanism, must be hidden in the engine compartment or other part of the car so that it is not easily detectable.

(6) In order to start the car, a lock or electronic device must be used to deactivate the system. The lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

**(e) Passive Time Delay Ignition System**

This is a device which allows the car to start only if the operator waits a prescribed time, which must vary from device to device in a range of three to twenty seconds, before moving the ignition key from "On" to "Start". If the auto does not start, the operator must be required to wait at least ninety seconds before the device can be operated successfully on a subsequent try.

The device must be resistant to tampering; for example, if it is forcibly removed, reconnection of the electrical system must not be possible with a hot-wire device. Alternatively, the device must be installed with a hood lock operated by a tubular key.

**(f) Armored Cable or Electrically Operated Hood Lock and Ignition Cut-Off Switch**

This is a supplemental hood lock operated from within the auto which also cuts off the ignition when engaged. Such devices must meet the following criteria:

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**(1) Armored Cable Hood Lock**

(a) The hood lock cable must be armored by case hardened solid steel tubing designed to resist cutting; tubing must extend through firewall and be secured so as to prevent retraction. Otherwise, an alarm meeting the criteria of Section (5.3)(a) must be installed.

(b) The system must be engaged by a push button or other device which facilitates use. The push button or other device must be installed within reach of driver when seated.

(c) No portion of the hood lock cable may be accessible so that it could be grasped from underneath the car; and, if accessible through the grillwork, armor must extend to the locking mechanism.

**(2) Electrically Operated Hood Lock**

(a) The hood lock is electrically operated and functions so that it remains locked even if the wiring operating the hood lock is cut.

(b) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a separate key or electronic keyless device must be used.

(c) If the hood lock can be reached through the grillwork or from underneath the car, the hood lock must be shielded or armored so that it cannot be manually operated. The locks controlling the devices must be of tubular type or operate electronically.

**(g) Passive, Delayed Ignition Cut-Off System**

This electronic system disables the ignition circuit at a preset engine speed such that the engine cannot be restarted or hot-wired. Such device must meet these criteria:

(1) The ignition must cut off automatically as soon as the engine reaches a speed in the range of 1,500 to 2,000 RPM.

(2) The system must be automatically armed when the ignition key is turned to the off position.

(3) A push button or other type of disarm switch must be well hidden from view. The wiring must blend with factory-installed wiring if placed under the dash. In the alternative, a tubular key or an electronic keyless device may be used.

(4) An alarm or horn shall be actuated at the same time the ignition is disabled.

(5) If a parking/service attendant switch is provided, a buzzer must sound all the time the engine is running. The switch must be hidden in a remote place.

**(h) Passive Ignition Lock Protective system**

This is a case hardened steel, protective cap which fits over the ignition lock so as to prevent extraction of the ignition lock cylinder. The cap fastens to a steel collar which fits around the steering post and over the ignition lock. The ignition key fits through a slot in the cap.

A sticker may identify the presence of this system.

**(i) High Security Ignition Replacement Lock**

This is a high security, case hardened steering column ignition lock, conforming to NHTSA Standard No. 1141, which cannot be removed using a conventional slide hammer or lock puller equipment.

A sticker may identify the presence of this system.

**(j) Hydraulic Brake Lock**

This is a dash-mounted device which, when activated and pressurized with the brake pedal, maintains hydraulic pressure on the brakes at two or more of a vehicle's wheels so that the vehicle cannot be driven. The device

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

must have a high security locking system with at least 50,000 combinations and a lock which cannot be pulled using a conventional slide hammer or lock puller equipment.

**Category IV**

Devices qualifying in this category receive 20% discounts.

**Vehicle Recovery System**

This is an electronic unit installed in a vehicle that is activated after that vehicle is stolen. When activated, the device provides information to law enforcement officials or another public or private entities regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle.

**Category V**

Devices qualifying in this category receive 25% discounts.

**Vehicle Recovery System with Unauthorized Movement Notification**

This is an electronic unit installed in a vehicle that is activated after that vehicle is moved without authorization. When activated, the device provides information to law enforcement officials or another public or private entity regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle. Additionally, the device must provide personalized notification to the owner of a vehicle (or his or her authorized user) in the event of a potentially unauthorized movement of the owner's vehicle. Personalized notification shall mean notification delivered directly to the owner or his or her authorized user via automated communication, which is available beyond the proximity of the vehicle itself, to one or more devices designated in advance by the owner or his or her authorized user, such as to the owner's home telephone, mobile phone, electronic mail service, or wireless text messaging service. If maintaining the system in effect requires the payment of a service fee, insureds must provide the insurer reasonable confirmation of the coverage.

**RULE 55. PRE-INSURANCE INSPECTION PROGRAM**

General Laws Chapter 90, section 113S, and the implementing regulations, 211 CMR 94.00, require the pre-insurance inspection of private passenger motor vehicles. The following is a summary of the requirements of the regulation.

**Eligibility**

Unless specifically exempted or waived, all private passenger motor vehicles and pick-ups or vans having a gross vehicle weight up to 8,000 pounds are required to be inspected by an insurer prior to the issuance of physical damage coverages by the insurer.

**Mandatory Waiver of Inspection Requirements**

An inspection shall not be required if:

1. The motor vehicle is a new, unused motor vehicle from a franchised automobile dealership where the insurer is provided with either: a copy of the bill of sale which contains a full description of the motor vehicle, including all options and accessories; or a copy of the RMV Form 1 provided by the Registry of Motor Vehicles, which establishes the transfer of ownership from the dealer to the customer and a copy of the window sticker or the dealer invoice showing the itemized options and equipment in addition to the total retail price of the vehicle.
2. The applicant has been insured for three years or longer, without interruption, under a motor vehicle liability policy or policies which include(s) physical damage coverage, issued by the insurer to which the application is submitted; or any applicant involuntarily transferred to another insurer due to the applicant's original insurer's withdrawal from the Commonwealth if the applicant otherwise qualifies under this regulation.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

3. An inspection is waived by the insurer.
4. Any private passenger motor vehicle not owned by the applicant, which is used by the applicant, with the permission of the owner, as a temporary substitute due to breakdown, repair, servicing, loss or destruction of the applicant's own motor vehicle.
5. A motor vehicle which is leased less than six months, provided the insurer receives the lease or rental agreement containing a description of the leased motor vehicle, including its condition.
6. When requiring an inspection would cause a serious hardship to the insurer or the applicant and such hardship is documented in the applicant's policy record.
7. When the insurer has no inspection facility or authorized representative either in the city or town in which the motor vehicle is principally garaged or within five miles of said city or town.

### **Optional Waiver of Inspection Requirements**

An inspection may be waived if:

1. The motor vehicle is ten or more model years older for all policies issued or renewed during the current calendar year.  
  
Example: For policies issued or renewed during calendar year 2005, inspection of all 1995 and older model year vehicles may be waived.
2. A non-owned vehicle is insured under a policy providing physical damage coverage issued by an insurer which has inspected such motor vehicle in accordance with the provisions of this regulation.
3. A producer is transferring a book of business from one insurer to one or more insurers.
4. An individual applicant's coverage is being transferred by an independent insurance producer to a new insurer and said producer provides the new insurer with a copy of the inspection report completed on behalf of the previous insurer, provided the independent producer represents both insurers, and the insured vehicle was physically inspected by the previous insurer. However, if the new insurer does not receive a copy of the inspection report sixty days prior to the first annual date, the insurer must, upon renewal of the physical damage insurance, require an inspection.
5. When a motor vehicle is insured for physical damage on the applicant's expiring Massachusetts Automobile Insurance Policy, or when a copy of a prior Pre-insurance Inspection is provided.
6. When the applicant has been a customer of the producer for at least three years under a Massachusetts Automobile insurance Policy which included physical damage coverage.
7. For all policy transactions effective December 1, 2010 or later, the applicant or the rated operator has a Merit Rating Code of 99, 98 or 00 through 15.

### **Deferral of Inspection**

An insurer may defer an inspection for ten calendar days (not including legal holidays and Sundays) following the effective date of coverage on new business and on additional or replacement vehicles to an existing policy, if an inspection at the time of the request for coverage would create a serious inconvenience for the applicant.

Whenever an inspection is deferred, the Notice of Mandatory Pre-Insurance Inspection Requirement (Form B) or the Acknowledgment of Requirement for Pre-Insurance Inspection (Form D) must be used.

If an inspection is not conducted within the ten day deferral period, physical damage coverage is automatically suspended on the day following the ten day deferral period.

Coverage may be reinstated to be effective at the time of inspection or, the Notice of Suspension of Physical Damage Coverage (Form C) must be used.

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Inspection Procedures**

Inspections required or permitted shall be made by a designated authorized representative of the insurer at a time and place reasonably convenient to the applicant.

The inspection shall be recorded on the Motor Vehicle Pre-Insurance Inspection Report (Form A) and include appropriate photos.

The insurer must retain the original report and photographs for three years except as provided by the Regulation.

The insurers shall maintain an up-to-date list of all its authorized representatives and inspection sites.

The company will apply the pre-inspection requirements uniformly and without regard to whether the policy was insured voluntarily or was assigned to it through the MAIP in compliance with the spirit of regulation 211 CMR 94.

**RULE 56. MERIT RATING PLAN**

The merit rating plan is a Safe Driver Insurance Plan (SDIP).

**Adjustments/Experience Period**

Each listed operator on a policy is assigned a code based on the operator's driving history record. A percentage associated with the code is applied to the otherwise applicable premium that reflects the number, type, and age of chargeable incidents during the Policy Experience Period. The percentage can be either positive or negative. A negative percentage is either the Excellent Driver Discount, Code 98, awarded to operators with Incident-Free Periods of more than five but less than six years, or the Excellent Driver Discount Plus, Code 99, awarded to operators with Incident-Free Periods of at least six years. The Experience Period is the six year period immediately preceding the effective date of the policy. Additional codes will range from 0 to 45. The Merit Rating Board will compute and report to the Insurer the code for each listed operator.

**Operators New to Massachusetts**

If an application for insurance indicates that an operator new to Massachusetts was licensed outside of Massachusetts within the last six years or such operator is being added to an existing policy, the operator's Policy Experience Period will begin as of the effective date of that policy until Amica receives an authorized inquiry response from the Merit Rating Board indicating the operator's code.

If an operator's Motor Vehicle Report (MVR) is electronically available, the company will be responsible for obtaining it from the state or country where the operator was licensed. Driving history on MVRs obtained from more than one state or country must be combined by the company and considered as one report. An acceptable MVR must have three years or more driving history, unless the operator has been licensed less than three years. If there are no motor vehicle violations or at-fault accidents shown on the MVR, the company must submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents will be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's code.

If an MVR is not electronically available, the operator's Policy Experience Period will begin as of the effective date of the policy until Amica receives an authorized inquiry response from the Merit Rating Board with the operator's actual code. The operator may obtain an official driving record or a record from a previous insurer and submit it to the company. If the driving record is not in English, a translation certified as true and correct by the translator must be obtained by the operator and attached to the driving record submitted to the company. An acceptable driving record must have three or more years driving history, unless the operator has been licensed less than three years.

If there are no motor vehicle violations or at-fault accidents shown on the operator's record, Amica will submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's code.

**Determination of Codes**

Points are assigned to an operator for each of the following at-fault accidents and traffic violations that occurred during the five years immediately preceding the effective date of the policy.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Minor traffic law violation	2 points	Major at-fault accident	4 points
Minor at-fault accident	3 points	Major traffic law violation	5 points

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision of at least \$500 and up to \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

The code is determined by summing all applicable points associated with an operator.

Points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

**Calculation of the Adjustment**

The percentage is applied to Compulsory Bodily Injury (Part 1), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

The premium adjustment is the last step in the rating process and prior to the addition of optional endorsements, after all discounts and rating factors have been completed.

See Rule 26 to determine the applicable range for each driver. Range 7 factors apply for miscellaneous types.

	<u>Experienced Operators</u>	<u>Inexperienced Operators</u>
	<u>Reductions</u>	<u>Reductions</u>
Excellent Driver Discount Plus (6 Years Incident-Free)	Range 3 -0.212 Range 4 -0.212 Range 5 -0.212 Range 6 -0.212 Range 7 -0.212	Range 1 N/A Range 2 N/A
Excellent Driver Discount (5 Years Incident-Free)	Ranges 3, 4, 5, 6, 7 <u>-0.07</u>	Range 2 (Licensed 5+ Years) <u>-.117</u>
	<u>Adjustments</u>	<u>Adjustments</u>
Number of Adjustments X	See rate pages for merit factor	See rate pages for merit factor

The code is based on the Incident Free Period. When the Incident Free Period is less than or equal to three, the code applicable to the operator shall be the sum of the points identified for each chargeable Incident in the Policy Experience Period. When the Incident Free Period is greater than three and the total number of chargeable Incidents in the most recent five years of the Policy Experience Period is three or less, the points applicable to each incident shall be reduced by one. In no event shall the adjustments for any single incident result in a negative percentage.

**Assignment of Operators to Vehicles**

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

### **Excellent Driver Discount and Excellent Driver Discount Plus**

A percentage value will reflect the lower expected loss experience of operators with incident-free periods of more than five and less than six, and of at least six years, respectively, which may vary according to the affected Liability and Collision coverages, irrespective of the class and territory of the policy.

### **RULE 57. RESERVED FOR FUTURE USE**

### **RULE 58. REGISTRY OF MOTOR VEHICLES PROCEDURES**

The following is a general summary of Registry of Motor Vehicles procedures. For specific details about procedures, contact the Registry.

#### **Registration Requirements**

A Registration is required for all vehicles and trailers. A complete "RMV-1" form must be submitted, along with the previous owner's title or certificate of origin, or a bill of sale for a vehicle that has not been titled previously.

Six to eight weeks prior to the expiration date of registration, the Registry will mail an "RMV-2" renewal card, which will show the current registration data for the owner of the vehicle and the vehicle. Certain changes may be made by the owner on the application.

An "RMV-3" Amendment of Registration form may be used to change information on a current registration, renew a current registration if an "RMV-2" form has not been received, swap from one license plate to another type of plate, such as a vanity plate, and re-register a vehicle for the same owner, if a new title is not required.

#### **Registration Transfer**

Valid plates from a previously-owned vehicle may be transferred to a newly acquired vehicle provided the owner is at least eighteen and has lost possession of the vehicle through either a transfer of ownership or sale of the vehicle.

An owner has seven (7) calendar days to operate a newly acquired vehicle with current plates before the transfer is processed at the Registry, and the intent of the owner is to transfer the registration from the previous vehicle to a newly acquired vehicle of the same type.

Restrictions on a registration transfer are: the owner must be the same on both vehicles, the transferred registration must be active, and the new vehicle must have the same type of plate.

#### **Salvage Title**

All vehicles for which an insurance company has made a total loss payment must be titled as a salvage vehicle except for vehicles 10 years or older. A vehicle which has a Salvage Title may not be provided with physical damage insurance until a new Certificate of Title is issued by the Registry. The Reconstructed or Recovered Theft Title will be awarded after the vehicle has passed a salvage inspection. The vehicle must be either towed to the salvage inspection site or a repair plate must be attached.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Miscellaneous Rating Factors**

<b>DISCOUNTS (RULE 19)</b>																											
Multi-Car:	10% Parts 1, 2, 4, 5, 7, 8 and 9																										
Public Transit:	10% Property Damage and Collision \$75 Maximum per eligible vehicle																										
Annual Mileage: Discount	0-5,000 miles – 10% Discount Parts 1-8 and 12 5,001-7,500 miles - 5% Discount Parts 1-8 and 12																										
Passive Restraint:	25% Parts 2, 3, 6 and 12																										
Multi-Line	Refer to Rule 19																										
Good Student	10% Parts 1, 2, 4, 5, 6, 7, 8, and 9																										
Loyalty	Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, and 12 <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Years Insured with Amica</th> <th style="text-align: left;">Discount</th> </tr> </thead> <tbody> <tr><td>0</td><td>0%</td></tr> <tr><td>1</td><td>0%</td></tr> <tr><td>2</td><td>0%</td></tr> <tr><td>3</td><td>3%</td></tr> <tr><td>4</td><td>3%</td></tr> <tr><td>5</td><td>3%</td></tr> <tr><td>6</td><td>5%</td></tr> <tr><td>7</td><td>5%</td></tr> <tr><td>8</td><td>5%</td></tr> <tr><td>9</td><td>5%</td></tr> <tr><td>10+</td><td>7%</td></tr> <tr><td>Qualified New Business</td><td>3%</td></tr> </tbody> </table>	Years Insured with Amica	Discount	0	0%	1	0%	2	0%	3	3%	4	3%	5	3%	6	5%	7	5%	8	5%	9	5%	10+	7%	Qualified New Business	3%
Years Insured with Amica	Discount																										
0	0%																										
1	0%																										
2	0%																										
3	3%																										
4	3%																										
5	3%																										
6	5%																										
7	5%																										
8	5%																										
9	5%																										
10+	7%																										
Qualified New Business	3%																										
<b>FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE (RULE 21)</b>																											
<u>Actual Cash Value</u>																											
Fire	10% of Comprehensive Premium rated in accordance with Rule 11.																										
Fire & Theft	70% of Comprehensive Premium rated in accordance with Rule 11.																										
Fire, Theft & C.A.C.	85% of Comprehensive Premium rated in accordance with Rule 11.																										
<u>Stated Amount</u>																											
Fire	12.5% of Comprehensive Premium rated in accordance with Rule 41.																										
Theft	60% of Comprehensive Premium rated in accordance with Rule 41.																										
C.A.C	15% of Comprehensive Premium rated in accordance with Rule 41.																										



**Miscellaneous Rating Factors**

<b>EXCESS ELECTRONIC EQUIPMENT COVERAGE (RULE 46)</b>			
Apply a rate of \$4 to each \$100 of valuation.			
<b>CUSTOMIZING EQUIPMENT - STATED AMOUNT COVERAGE (RULE 47)</b>			
Refer to Rule 47			
<b>ORIGINAL EQUIPMENT MANUFACTURER PARTS COVERAGE (RULE 48)</b>			
Applies to private passenger vehicles as defined in Rule 27.			
	Comprehensive	Collision	Limited Collision
Rating Factor	1.01	1.05	1.05
Comprehensive coverage is subject to a \$1.00 minimum premium.			

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Miscellaneous Motor Vehicles**

	<b>LIABILITY</b>	<b>PHYSICAL DAMAGE</b>
<b>Pick-Up (Rule 32)</b>	Manual Rates	Part 7 - 60%* Part 8 - Manual Rate Part 9 – 90%
<b>Trailers (Rule 34)</b>	No Charge	Parts 7, 8 and 9 50% of the premium rated in accordance with Rule 11 suing the appropriate symbol factor for the 2010 Model Year, Territory 1, Class 10 Symbol based on Cost New
<b>Motor Homes (Rule 39)</b>	Manual Rates	Parts 7 and 8 - 50% Part 9 – Manual Rate
<b>Antique Motor Cars (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Class 10 Parts 3, 6 and 12 Manual Rates	Parts 7, 8 and 9 50% of the premium rated in accordance with Rule 11 suing the appropriate symbol factor for the 2010 Model Year, Territory 1, Class 10 Symbol based on appraised value
<b>Antique Motorcycles (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Motorcycle Rates Parts 3, 6 and 12 Manual Rates	Part 7, 8 and 9 50% of Territory 1 Motorcycle Rates
<b>Golfmobiles and Lawnmowers (Motorized) (Rule 42)</b>	50% of Class 10	Parts 7, 8 and 9 50% of Class 10
<b>*Reduction not applicable to Waiver of Deductible premium</b>		

<b>Snowmobiles (Rule 43)</b>		
<u>Liability</u>	<u>Annual Premiums</u>	
B.I. (excluding passenger hazard) - \$20,000/40,000	\$ 36	
B.I. (including passenger hazard) - \$20,000/40,000	\$106	
Uninsured Motorists - \$20,000/40,000	\$ 7	
Property Damage - \$5,000	\$ 10	
Medical Payments - \$500 per person (no other limits)	\$ 10	
<u>Physical Damage</u>	<u>Deductible</u>	<u>Rate per 100</u>
Comprehensive	\$100	\$2.00
	200	1.60
Collision	\$200	\$1.75
	300	1.60
Annual premiums are minimum premiums		

<b>Motorcycles, etc. (Rule 44)</b>
Motorcycle Rider Training Program Discount - 10% Parts 1-8 and 12
Insureds age 65 or older - 25% All Parts

## MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

**Qualifying Massachusetts Transit Systems**

The following transit systems have been approved by the Commissioner of Insurance for inclusion in the Public Transit Discount (Rule 19).

	<u>Approved As Of</u>
American Eagle Motor Coach, Inc. (formerly Medeiros Bus Co., Inc.)	February 1, 1981
Andre Coachlines, Inc.	January 1, 1984
Arrow Line, Inc., The	January 1, 1980
Bay State Spray & Provincetown	February 1, 1981
Berkshire Regional Transit Authority	January 1, 1982
Bloom's Bus Line	December 1, 1980
Bonanza Bus Lines, Inc.	September 1, 1983
Brockton Area Transit Authority	January 1, 1979
Brush Hill Transportation Co.	October 15, 1992
Burlington Transportation Bus (The People Mover/The B Line)	October 15, 1992
Cape Cod Regional Transit Authority	May 18, 1992
Carey's Bus Lines, Inc.	November 1, 1986
Coach Company, The (Kinson Bus Lines)	January 1, 1985
Connecticut Transit Authority (CTTRANSIT)	September 7, 1993
Dee Bus Service	January 1, 1982
Drummond, H.T., Inc.	January 1, 1985
Edmar Limousine Service, The	May 21, 1998
Gray Line Framingham Commuter Corp.	January 1, 1980
Greater Attleboro - Taunton Regional Transit Authority	January 1, 1982
Greenfield Montague Transit Authority	January 1, 1979
Hingham/Boston Commuter Boat Service	January 1, 1979
Interstate Coach	January 1, 1980
Kinson Bus Lines (The Coach Company)	January 1, 1985
Lexpress	January 1, 1982
Logan Express	January 29, 1996
Lowell Regional Transit Authority	January 1, 1980
Massachusetts Bay Transit Authority (includes The Ride)	January 1, 1979
Mass Rides	February 1, 2004
Merrimack Valley Regional Transit Authority	May 1, 1983
Montachusett Regional Transit Authority	January 1, 1980
Peter Pan Bus Lines, Inc. (formerly Priority Express)	August 15, 1988
Pioneer Valley Transit Authority	January 1, 1979
lymouth & Brockton Street Railway Co.	January 1, 1980
Rabbit Transit, Inc.	January 1, 1982
Trombly Motor Coach Service, Inc.	January 1, 1980
Vocell Co., Inc.	January 1, 1980
Worcester Gray Line, Inc.	January 1, 1980
Worcester Regional Transit Authority	January 1, 1980
Yankee Line, Inc., A	March 13, 1991