

**\*\*THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY\*\***

## **MASSACHUSETTS AUTO ENDORSEMENT**

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

*Your* Auto Policy is amended as follows:

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### **PART I YOUR PROPERTY COVERAGE**

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#### **LOSSES WE WON'T PAY FOR**

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**(3) Racing** is deleted and replaced by the following:

**(3) Racing.** *We won't pay for loss to a vehicle that occurs while it is taking part in, or practicing for, a pre-arranged speed contest.*

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### **PART II YOUR LIABILITY COVERAGE**

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#### **LIABILITY AND MEDICAL EXPENSES**

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##### **WHAT WE COVER**

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**A. LIABILITY** The first paragraph is deleted and replaced by the following:

##### **A. LIABILITY**

This coverage applies to *occurrences* that involve a *vehicle accident*. *We'll pay money an insured person is legally obligated to pay as damages because of:*

- *bodily injury; and*
- *property damage.*

Throughout this section of the policy, with respect to *property damage*, ownership, maintenance or use of a vehicle includes its loading and unloading.

##### **DAMAGES WE WON'T PAY**

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**(13) Racing** is deleted and replaced by the following:

**(13) Racing.** *We won't pay for any **bodily injury**, **property damage** or **medical expenses** arising out of a **vehicle accident** that occurs while taking part in or practicing for a pre-arranged speed contest.*

### **EXTRA BENEFITS**

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**A. Legal Services** The first paragraph is deleted and replaced by the following:

##### **A. Legal Services**

*We'll defend against claims and suits for **bodily injury** and **property damage** covered by this policy at our own expense. This applies even if any of the allegations of the suit are groundless, false or fraudulent. But our obligation ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We also reserve the right to investigate and settle a claim whenever we wish.*

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### **PART III TERMS AND CONDITIONS**

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#### **HOW MUCH WE'LL PAY**

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**Coverage limit.** The following is added:

No one will be entitled to receive duplicate payments for the same elements of loss under Liability Coverage and:

- Medical Expenses Coverage or Uninsured Motorists coverage; or
- Any Underinsured Motorists Coverage or Personal Injury Protection Coverage provided by this policy.

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## YOUR PROPERTY COVERAGE

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The following is added:

Whenever the appraised cost of repair plus the probable salvage value may be reasonably expected to exceed the actual cash value of your vehicle or any *non-owned auto*, we shall determine the actual cash value of *your* vehicle or *non-owned auto*. This determination shall be based on consideration of all of the following factors:

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

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## YOUR PROPERTY COVERAGE

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The following is added:

1. If we have a plan approved by the Commissioner of Insurance providing for direct payment for loss to the vehicle(s) insured under *Your Property Coverage* prior to our receipt of a claim form stating that the repair work described in an appraisal made pursuant to regulations promulgated by the auto damage appraisers licensing board has been completed, then the following applies:
  - a. If *you* elect not to repair the vehicle for which a claim payment has been made; or
  - b. If *you* have not provided *us* with the claim form described above;  
we will decrease the actual cash value of the vehicle by the amount of damage sustained plus any applicable *deductible* until we receive a claim form described above.
2. If *you* choose not to accept payment under *our* plan described in Paragraph 1. above, or if we do not have a plan approved by the Commissioner of Insurance that provides for the direct payment for loss to the vehicle(s) insured under *your* property coverage, then the following applies:
  - a. If *you* instruct *us* in writing, we will pay the repair shop directly within seven days of receipt of the claim form that states that the repair work described in the appraisal made pursuant to the regulations promulgated by the auto damage appraisers licensing board has been completed.  
Receipt of the claim form described above by registered mail shall be sufficient proof of receipt.
  - b. If *you* elect not to repair the vehicle, or do not provide *us* with the claim form described above, we will decrease the actual cash value of the vehicle by the amount of damage sustained.
  - c. If *you* do not provide *us* with a claim form described above, we will pay only the decrease in actual cash value of the vehicle less any *deductible*.

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## WHAT TO DO AFTER AN OCCURRENCE OR LOSS

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The first paragraph is deleted and replaced by the following:

This section explains the steps *you* must take after an *occurrence* or loss, in order for *us* to help *you*. We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to *us*.

- **Step One: At the Scene of the Accident or Loss** the following is added:
  1. Promptly notify the police in the event of larceny, robbery or pilferage.

2. In the event of loss due to fire, submit a signed statement to the fire department that contains information concerning the fire loss as required by the state fire marshal.

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## GENERAL CONDITIONS

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3. **CANCELLATION OR NONRENEWAL** is deleted and replaced by the following:

**(a) Nonrenewal.** We may decide not to renew this policy. If we do, we'll notify you at least 45 days before the policy ends. We'll mail our notice by obtaining a certificate of mailing receipt issued by the United States Post Office to the named insured shown in the Declarations at the address shown in this policy. We will have the right not to renew or continue this policy at each anniversary of its original effective date.

**(b) Cancellation by you.** You may cancel this policy during the *policy period* for any reason by:

1. Returning this policy to us; or
2. Giving us advance written notice of the date cancellation is to take effect.

**(c) Cancellation by us.** We may cancel by mailing notice at least 20 days prior to the effective date to the named insured shown in the Declarations at the address shown in this policy and obtaining a certificate of mailing receipt issued by the United States Post Office.

We will cancel this policy only:

1. For nonpayment of premium; or
2. If your driver's license or that of
  - (a)** Any driver who lives with you; or
  - (b)** Any driver who customarily uses your vehicle; has been suspended or revoked. This must have occurred:
    - (a)** During the policy period; or
    - (b)** Since the last anniversary of the original effective date if the policy period is other than one year; or
3. If the policy was obtained through material misrepresentation.

**(d) Refund.** If the policy is cancelled, we'll refund the unearned premium within a reasonable time. The refund will be calculated pro rata.

### Termination by Operation of Law

This policy will terminate with respect to your vehicle by operation of law in any of the following circumstances:

1. Another insurer files with the Registrar of Motor Vehicles a certificate of insurance covering the same vehicle insured under the terminating policy. In this case, the policy will terminate on the date on which a new certificate of insurance filed with the Registrar of Motor Vehicles becomes effective.
2. You sell or transfer title to such vehicle. In this case, the coverage under this policy will terminate 30 days from the date of the sale or transfer, unless, within the 30 day period, you transfer the registration of the vehicle to a newly acquired vehicle that is a replacement vehicle.
3. You surrender the registration plates for such vehicle to the Registrar of Motor Vehicles.

7. **APPRAISALS** is deleted and replaced by the following:

7. **APPRAISALS**

- a. If *you* and *we* fail to agree as to the amount of loss, each will, on the written demand of either, within 60 days after *we* receive the proof of loss, select a competent and disinterested appraiser. The appraisal will be made at a reasonable time and place. The appraisers will first select a competent and disinterested umpire, and failing for 15 days to agree upon the umpire, at *our* request or *your* request, the umpire will be selected by a judge of a court of record in the county and state in which the appraisal is pending. The appraisers will then appraise the loss, stating separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An award in writing of any two will determine the amount of loss. Each party will:
  1. Pay its chosen appraiser; and
  2. Bear the expenses of the appraisal and the umpire equally.
- b. *We* do not waive any of *our* rights under this policy by agreeing to an appraisal.

The following **General Condition** is added:

**MANDATORY INSPECTION**

1. *We* have the right as authorized by Massachusetts Regulation to inspect any:
  - a. Private Passenger auto; or
  - b. Pick up or van;which *you* insure or intend to insure for Property Coverage under this policy.
2. When *we* require an inspection *you* must:
  - a. Cooperate; and
  - b. Make the vehicle available for the inspection.

**\*\*THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY\*\***

## **MASSACHUSETTS - PERSONAL INJURY PROTECTION COVERAGE**

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

*Your* Auto Policy is amended as follows:

**THE COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT INCLUDE PERSONAL INJURY PROTECTION FOR OWNERS, OPERATORS OR GUEST PASSENGERS OF MOTORCYCLES WHO SUFFER BODILY INJURY WHILE OPERATING OR RIDING AS A GUEST UPON SUCH VEHICLES.**

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### **PERSONAL INJURY PROTECTION COVERAGE**

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#### **INSURING AGREEMENT**

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**A.** We will pay, in accordance with the Massachusetts General Laws, personal injury protection benefits to or for an *insured* who sustains *bodily injury*. The *bodily injury* must:

1. Be caused by an accident; and
2. Arise out of the ownership, operation, maintenance, control or use of a *motor vehicle* as a vehicle.

**B.** Subject to the limit shown in the Declarations, personal injury protection benefits consist of the following:

**1. Medical And Funeral Expenses**

Payment for all reasonable expenses incurred within two years from the date of the accident for necessary:

- a. Medical, surgical, X-ray and dental services, including prosthetic devices; and
- b. Ambulance, hospital, professional nursing and funeral services.

However, we will only pay up to \$2,000 for necessary medical and funeral expenses described in **B.1.** above if, and to the extent that such expenses have been or will be compensated, paid or indemnified under any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services.

**2. Loss Of Income**

Any amounts actually lost by reason of inability to work and earn wages, salary or their equivalent, but not other income, that would otherwise have been earned in the normal course of the injured *insured's* employment.

- a. If an *insured* is entitled to wages, salary or their equivalent, under any program for continuation of such wages, salary or their equivalent, we will pay an amount that, together with any payments due under any program for continuation of wages, salary or their equivalent will provide 75% of the *insured's* average weekly wages or salary or their equivalent for the year immediately preceding the accident.
- b. If an *insured* is not entitled to wages, salary or their equivalent under any program for continuation of such wages, salary or their equivalent, we will pay 75% of an *insured's* average weekly wages or salary or their equivalent for the year immediately preceding the accident.

**3. Replacement Services**

Reasonable expenses made to others who are not members of the *insured's* household and reasonably incurred in obtaining from those others ordinary and necessary services that the *insured* would have performed:

- a. Without pay; and
- b. For the benefit of the *insured* and/or members of the *insured's* household.

## EXCLUSIONS

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- A.** We do not provide Personal Injury Protection Coverage for any *insured* for *bodily injury*:
1. Sustained while under the influence of alcohol or a narcotic drug as defined under Massachusetts law.
  2. Sustained while committing a felony or seeking to avoid lawful apprehension or arrest by a police officer.
  3. Sustained with the specific intent of causing injury or damage to himself, herself or others.
  4. Who is entitled to benefits under any workers' compensation law for the same injury.
  5. Sustained while operating or *occupying* a motorcycle, moped or similar type vehicle.
- B.** We do not provide Personal Injury Protection Coverage for *bodily injury* sustained by:
1. The *named insured* or any *family member* while *occupying*, or while a *pedestrian* struck by, any *motor vehicle* other than *your covered* auto for which the security required by the compulsory automobile insurance law of Massachusetts is in effect.
  2. Any person other than:
    - a. The *named insured* or any *family member*, or
    - b. A Massachusetts resident;if the accident occurs outside of Massachusetts.
- C.** We do not provide Personal Injury Protection Coverage for *bodily injury*:
1. Due to:
    - a. War (declared or undeclared);
    - b. Civil war;
    - c. Insurrection;
    - d. Rebellion or revolution; or
    - e. Any act or condition incident to any of the foregoing.
  2. Resulting from:
    - a. Radioactive;
    - b. Toxic;
    - c. Explosive; orother hazardous properties of nuclear material.

## LIMIT OF LIABILITY

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- A.** The limits of liability shown in the Declarations page for Personal Injury Protection Coverage is *our* maximum limit of liability for each *insured* injured in any one accident. This is the most we will pay regardless of the number of:
1. *Insureds*;
  2. Claims made;
  3. *Your covered autos* or premiums shown in the Declarations; or
  4. *Your covered autos* involved in the accident.
- B.** We will not make duplicate payment under this coverage for any element of loss:
1. For which payment has been made by or on behalf of persons or organizations who may be legally responsible; or
  2. To the extent that damages for expenses and loss are otherwise recoverable as a personal injury protection benefit in a court judgment or settlement.
- C.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any disability benefits law or similar law.

D. The amount of any *deductible* shown in the Declarations shall be deducted from the Limit of Liability shown in the Declarations Such *deductible* shall be applicable to:

1. The *named insured*; or
2. The *named insured* and any *family member*;  
as shown in the Declarations.

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## OTHER INSURANCE

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If there is other Personal Injury Protection Insurance, *we* will pay only *our* share of the loss. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits. However, any insurance *we* provide with respect to a vehicle *you* do not own, including any vehicle while used as a temporary substitute for *your covered auto*, shall be excess over any other collectible Personal Injury Protection Insurance.

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## PART III: TERMS AND CONDITIONS

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### WHAT TO DO AFTER AN OCCURRENCE OR LOSS

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- **Step Two: Notify Us** is deleted and replaced by the following:
- **Step Two: Notify Us**

*We* must be notified as soon as practicable after the accident occurs, and in every case, within at least two years from the date of the accident. Notice must include a written description of the nature and extent of injuries sustained, treatment received and contemplated and such other information as may assist in determining the amount due and payable.

(a) Policy identification. Provide *us* with *your* auto policy number found on the Declarations Page.

(b) Names and addresses. Provide *us* with the names and addresses of the following people:

- *you*;
- anyone else involved in the accident or loss who is covered by this policy;
- anyone who was injured;
- anyone whose property was damaged; and
- any witnesses.

(c) Circumstances of the accident or loss. Tell *us* where, when and how the occurrence or loss happened.

#### **In Case of Theft or a Hit-and-Run Driver**

If the accident or loss involved theft or a hit-and-run driver, *you* must notify the police as soon as possible.

- **Step Four: Cooperate with Our Defense** is revised by the following:

1. **Help Us Substantiate Your Claim**

(e) **Submit to physical examinations.** is deleted and replaced by the following:

An *insured* must submit to physical examinations by physicians *we* select as often as may be reasonably required and will do all things necessary to enable *us* to obtain medical reports and other needed information to assist in determining the amounts due.

The following is added to **WHAT TO DO AFTER AN OCCURRENCE OF LOSS**

If an *insured* makes a claim for loss of income benefits, that *insured* must authorize *us* to:

1. Obtain details of all wage or salary payments, or their equivalent, paid to the *insured* by any employer in the year immediately preceding the date of accident, or earned by the *insured*; and

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2. Make any reasonable necessary investigation as to whether or not such loss may be reduced as a result of any program calling for the continuance of such wage, salary or earnings during absence from work.

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## GLOSSARY

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The **Glossary** section is amended for **Personal Injury Protection Coverage** as follows:

1. *Family Member* is deleted and replaced by:

*Family Member* means a person related to the *named insured* person by blood, marriage or adoption who is a resident of the *named insured's* household. This includes a ward or foster child.

2. *Trailer* is deleted and replaced by:

*Trailer* means any vehicle or object on wheels and having no motive power of its own, but which is drawn by, or used in combination with a *motor vehicle*. Such vehicle does not include:

- a. A pole dolly or pole dickey;
- b. A pair of wheels commonly used as an implement for other purposes than transportation;
- c. A portable, collapsible or separate two wheel tow dolly limited only to the purpose of transporting or towing a registered vehicle;
- d. Farm machinery or implements when used in connection with the operation of a farm or estate; or
- e. A vehicle when towed behind a farm tractor and used in connection with the operation of a farm or estate.

The following definitions are added:

1. *Occupying* means:

- a. In or upon,
- b. Entering into; or
- c. Alighting from.

2. *Your covered auto* means a *motor vehicle* owned by the *named insured*:

- a. To which *bodily injury* liability coverage of this policy applies and for which a specific premium is charged; and
- b. For which the *named insured* is required by the Massachusetts General Laws to maintain financial responsibility.

3. *Health benefits plan* means any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership, or corporation other than a government plan.

4. *Motor vehicle* means a:

- a. Vehicle constructed and designed for propulsion by power other than muscular power including such vehicles when pulled or towed by another *motor vehicle*; or
- b. *Trailer*.

However, *motor vehicle* does not include:

- a. Railroad and railway cars;
- b. Trolley motor or trackless trolleys as defined under Massachusetts law;
- c. Vehicles running only upon rails or tracks;

- d. Vehicles used for other purposes than the transportation of property and incapable of being driven at a speed exceeding 12 miles per hour and which are:

- (1) Used exclusively for the building, repair and maintenance of highways; or
- (2) Designed especially for use elsewhere than on the traveled part of ways;



- e. Wheelchairs owned and operated by invalids;
  - f. Vehicles which are operated or guided by a person on foot; or
  - g. Motorized bicycles.
5. *Named insured* means the person named in the Declarations.
  6. *Pedestrian* includes persons operating bicycles tricycles and similar vehicles and persons on horseback or in vehicles drawn by horses or other draft animals.
  7. *Insured* means:
    - a. The *named insured* or any *family member*:
      - (1) While *occupying*; or
      - (2) Who is a *pedestrian* struck by; a *motor vehicle*.
    - b. Any other person:
      - (1) While *occupying*; or
      - (2) Who is a *pedestrian* struck by; *your covered auto*.

## GENERAL CONDITIONS

The following Conditions are added with regard to Personal Injury Protection Coverage:

### 1. Policy Territory

The policy territory is, with respect to Personal Injury Protection Coverage:

- a. The United States of America, it's territories or possessions; or
- b. Canada.

### 2. Prompt Payment Of Claims

1. Upon notification of a disability from a licensed physician, payments for *medical expenses* described in the Insuring Agreement Paragraph **B.1.** above will begin within 10 days or we will give written notice of *our* intent not to make such payments, specifying the reasons for the nonpayment.
2. If benefits due and payable remain unpaid for more than 30 days after satisfactory proof of claim is received, any unpaid party shall have a right to commence an action in contract for amounts determined to be due in accordance with this endorsement.

### 3. Premium Recomputation

The premium for this policy has been established in reliance upon the limitations on the right to recover damages contained in the Massachusetts General Laws. If a court of competent jurisdiction:

1. Declares; or
2. Enters a judgment, the effect of which is to render; the provisions of the General Laws invalid or unenforceable, in whole or in part, we shall have the right to:
  1. Recompute the policy premium; and
  2. At *our* option, void or amend the provisions of this endorsement.

### 4. Coordination of Coverage

- A. Any amounts payable under Medical Expenses Coverage of this policy shall be excess over the first \$2,000 of medical and funeral expenses paid under the Personal Injury Protection Coverage provided under this policy when:
  1. A *health benefits plan* is available to pay benefits; and

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2. The *health benefits plan* includes a provision stating that coverage is secondary to other coverage for health care services.

However, if coverage provided under Medical Expenses Coverage is exhausted, the Personal Injury Protection Coverage under this policy will apply up to the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations.

- B. Any amounts payable under Medical Expense Coverage of this policy shall be excess over the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations when a *health benefits plan* is not available to pay benefits.

#### **5. Renewal Or Continuation Of A Policy Of Health, Sickness Or Disability Insurance**

Within two years from the date of the accident, *we* may pay the cost of renewing or continuing a policy of health, sickness or disability insurance to an *insured* who is unwilling or unable to pay such cost. Upon receipt of such payment, the *insured* shall continue that policy of insurance or an equivalent policy in force for the two-year period. Prior to receipt of such payment, the *insured* shall not be compelled to renew or maintain any policy of insurance that is in force.

The payment of such cost by *us* shall not interfere in any way with the *insured's* choice of physician or course of medical treatment.

**\*\*THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY\*\***

## **MASSACHUSETTS – COLLISION COVERAGE WAIVER OF DEDUCTIBLE**

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

*Your* Auto Policy is amended as follows:

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### **PART III TERMS AND CONDITIONS**

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#### **YOUR PROPERTY COVERAGE**

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The following is added:

We will pay under Your Property Coverage for loss to your vehicle or any *non-owned auto* without a *deductible* only if:

1. A specific premium charge for Collision Coverage Waiver of Deductible is shown in the Declarations; and
2. The operator of your vehicle or any *non-owned auto* was not more than 50% of the cause of the accident from which the damage arose.

We will consider the operator of your vehicle or any *non-owned auto* to be not more than 50% of the cause of the accident from which the damage arose if:

1. The operator of your vehicle or any *non-owned auto* is entitled to recover in a legal action against another identified person. In this case, the operator of your vehicle or any *non-owned auto* must preserve our rights against the identified person or his or her insurer;
2. *Your* vehicle or any *non-owned auto* was legally parked and the loss or damage is the result of impact with another auto owned by another identified person;
3. *Your* vehicle or any *non-owned auto* was struck in the rear by another auto moving in the same direction owned by another identified person; or
4. The operator of the other auto causing loss or damage to your vehicle or any *non-owned auto* as a result of the operation of that auto at the time of the accident has been convicted of:
  - a. Operating the auto under the influence of alcohol or a narcotic drug;
  - b. Driving the wrong way on a one-way street; or
  - c. Operating at an excessive speed.

However, this Paragraph (4.) does not apply if the operator of your vehicle or any *non-owned auto* is convicted of any of the violations described in **a.**, **b.** or **c.** above as a result of the operation of your vehicle or any *non-owned auto* at the time of the accident.

Paragraphs **2.**, **3.** and **4.** apply regardless of any right of the operator of your vehicle or any *non-owned auto* to recover damages from another person in a legal action for loss or damage.



## **ACE Producer Compensation Practices & Policies**

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com>.

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## Miscellaneous Rules

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### Optional Collision Coverages

#### A. Full Collision - Deductible Waiver

1. Full Collision is available only if the named insured elects to purchase Collision Coverage.
2. This Coverage will waive the Collision deductible provided the operator of the insured vehicle was not more than 50% at-fault. Refer to the applicable endorsement for details.
3. Add the appropriate charge listed below to the otherwise applicable Collision premium.

Collision Deductible	Charge
300	\$10
500	\$13
1000	\$16
2500	\$29
5000	\$50
10000	\$100

Attach AUTO591 – Massachusetts Collision Coverage Waiver of Deductible

#### B. Limited Collision Coverage

1. Limited Collision is available only if the named insured does not elect to purchase Collision Coverage.
2. This Coverage will provide payment, less the applicable deductible, to an insured person provided the operator of the insured vehicle was not more than 50% at-fault. Refer to the applicable endorsement for details.
3. Apply the appropriate factor from the chart below to the otherwise applicable Limited Collision premium.

Collision Deductible	Factor
300	1.88
500	1.86
1000	1.00
2500	0.58
5000	0.50
10000	0.33

Attach AUTO592 – Massachusetts Limited Collision Coverage

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## Miscellaneous Rules

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### Optional Collision Coverages

#### A. Full Collision - Deductible Waiver

1. Full Collision is available only if the named insured elects to purchase Collision Coverage.
2. This Coverage will waive the Collision deductible provided the operator of the insured vehicle was not more than 50% at-fault. Refer to the applicable endorsement for details.
3. Add the appropriate charge listed below to the otherwise applicable Collision premium.

Collision Deductible	Charge
300	\$10
500	\$13
1000	\$16
2500	\$29
5000	\$50
10000	\$100

Attach AUTO591 – Massachusetts Full Collision [Coverage Waiver of Deductible](#)

#### B. Limited Collision Coverage

1. Limited Collision is available only if the named insured does not elect to purchase Collision Coverage.
2. This Coverage will provide payment, less the applicable deductible, to an insured person provided the operator of the insured vehicle was not more than 50% at-fault. Refer to the applicable endorsement for details.
3. Apply the appropriate factor from the chart below to the otherwise applicable Limited Collision premium.

Collision Deductible	Factor
300	1.88
500	1.86
1000	1.00
2500	0.58
5000	0.50
10000	0.33

Attach AUTO592 – Massachusetts Limited Collision Coverage



## ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> ~~or by calling the following toll-free telephone number:~~  
~~1-866-512-2862.~~

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## **MASSACHUSETTS - PERSONAL INJURY PROTECTION COVERAGE**

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

*Your* Auto Policy is amended as follows:

**THE COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT INCLUDE PERSONAL INJURY PROTECTION FOR OWNERS, OPERATORS OR GUEST PASSENGERS OF MOTORCYCLES WHO SUFFER BODILY INJURY WHILE OPERATING OR RIDING AS A GUEST UPON SUCH VEHICLES.**

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### **PERSONAL INJURY PROTECTION COVERAGE**

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#### **INSURING AGREEMENT**

---

**A.** We will pay, in accordance with the Massachusetts General Laws, personal injury protection benefits to or for an *insured* who sustains *bodily injury*. The *bodily injury* must:

1. Be caused by an accident; and
2. Arise out of the ownership, operation, maintenance, control or use of a *motor vehicle* as a vehicle.

**B.** Subject to the limit shown in the Declarations, personal injury protection benefits consist of the following:

**1. Medical And Funeral Expenses**

Payment for all reasonable expenses incurred within two years from the date of the accident for necessary:

- a. Medical, surgical, X-ray and dental services, including prosthetic devices; and
- b. Ambulance, hospital, professional nursing and funeral services.

However, we will only pay up to \$2,000 for necessary medical and funeral expenses described in **B.1.** above if, and to the extent that such expenses have been or will be compensated, paid or indemnified under any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services.

**2. Loss Of Income**

Any amounts actually lost by reason of inability to work and earn wages, salary or their equivalent, but not other income, that would otherwise have been earned in the normal course of the injured *insured's* employment.

- a. If an *insured* is entitled to wages, salary or their equivalent, under any program for continuation of such wages, salary or their equivalent, we will pay an amount that, together with any payments due under any program for continuation of wages, salary or their equivalent will provide 75% of the *insured's* average weekly wages or salary or their equivalent for the year immediately preceding the accident.
- b. If an *insured* is not entitled to wages, salary or their equivalent under any program for continuation of such wages, salary or their equivalent, we will pay 75% of an *insured's* average weekly wages or salary or their equivalent for the year immediately preceding the accident.

**3. Replacement Services**

Reasonable expenses made to others who are not members of the *insured's* household and reasonably incurred in obtaining from those others ordinary and necessary services that the *insured* would have performed:

- a. Without pay; and
- b. For the benefit of the *insured* and/or members of the *insured's* household.



## EXCLUSIONS

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- A. We do not provide Personal Injury Protection Coverage for any *insured* for *bodily injury*:
1. Sustained while under the influence of alcohol or a narcotic drug as defined under Massachusetts law.
  2. Sustained while committing a felony or seeking to avoid lawful apprehension or arrest by a police officer.
  3. Sustained with the specific intent of causing injury or damage to himself, herself or others.
  4. Who is entitled to benefits under any workers' compensation law for the same injury.
  5. **Sustained** ~~W~~while operating or *occupying* a motorcycle, moped or similar type vehicle.
- B. We do not provide Personal Injury Protection Coverage for *bodily injury* sustained by:
1. The *named insured* or any *family member* while *occupying*, or while a *pedestrian* struck by, any *motor vehicle* other than *your covered* auto for which the security required by the compulsory automobile insurance law of Massachusetts is in effect.
  2. Any person other than:
    - a. The *named insured* or any *family member*, or
    - b. A Massachusetts resident;if the accident occurs outside of Massachusetts.
- C. We do not provide Personal Injury Protection Coverage for *bodily injury*:
1. Due to:
    - a. War (declared or undeclared);
    - b. Civil war;
    - c. Insurrection;
    - d. Rebellion or revolution; or
    - e. Any act or condition incident to any of the foregoing.
  2. Resulting from:
    - a. Radioactive;
    - b. Toxic;
    - c. Explosive; orother hazardous properties of nuclear material.

## LIMIT OF LIABILITY

---

- A. The limits of liability shown in the Declarations page for Personal Injury Protection Coverage is *our* maximum limit of liability for each *insured* injured in any one accident. This is the most we will pay regardless of the number of:
1. *Insureds*;
  2. Claims made;
  3. *Your covered autos* or premiums shown in the Declarations; or
  4. *Your covered autos* involved in the accident.
- B. We will not make duplicate payment under this coverage for any element of loss:
1. For which payment has been made by or on behalf of persons or organizations who may be legally responsible; or
  2. To the extent that damages for expenses and loss are otherwise recoverable as a personal injury protection benefit in a court judgment or settlement.
- C. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any disability benefits law or similar law.

- D. The amount of any *deductible* shown in the Declarations shall be deducted from the Limit of Liability shown in the Declarations ~~total amount of expenses and losses listed in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation shown in Paragraphs B.2.a. and B.2.b. of the Personal Injury Protection Coverage Insuring Agreement.~~ Such *deductible* shall be applicable to:
1. The *named insured*; or
  2. The *named insured* and any *family member*,  
as shown in the Declarations.

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## OTHER INSURANCE

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If there is other Personal Injury Protection Insurance, *we* will pay only *our* share of the loss. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits. However, any insurance *we* provide with respect to a vehicle *you* do not own, including any vehicle while used as a temporary substitute for *your covered auto*, shall be excess over any other collectible Personal Injury Protection Insurance.

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## PART III: TERMS AND CONDITIONS

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### WHAT TO DO AFTER AN OCCURRENCE OR LOSS

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- **Step Two: Notify Us** is deleted and replaced by the following:
- **Step Two: Notify Us**

*We* must be notified as soon as practicable after the accident occurs, and in every case, within at least two years from the date of the accident. Notice must include a written description of the nature and extent of injuries sustained, treatment received and contemplated and such other information as may assist in determining the amount due and payable.

- (a) Policy identification. Provide *us* with *your* auto policy number found on the Declarations Page.
- (b) Names and addresses. Provide *us* with the names and addresses of the following people:
- *you*;
  - anyone else involved in the accident or loss who is covered by this policy;
  - anyone who was injured;
  - anyone whose property was damaged; and
  - any witnesses.

- (c) Circumstances of the accident or loss. Tell *us* where, when and how the occurrence or loss happened.

#### **In Case of Theft or a Hit-and-Run Driver**

If the accident or loss involved theft or a hit-and-run driver, *you* must notify the police as soon as possible.

- **Step Four: Cooperate with Our Defense** is revised by the following:

#### **1. Help Us Substantiate Your Claim**

- (e) **Submit to physical examinations.** is deleted and replaced by the following:

An *insured* must submit to physical examinations by physicians *we* select as often as may be reasonably required and will do all things necessary to enable *us* to obtain medical reports and other needed information to assist in determining the amounts due.

The following is added to **WHAT TO DO AFTER AN OCCURRENCE OF LOSS**

If an *insured* makes a claim for loss of income benefits, that *insured* must authorize *us* to:

1. Obtain details of all wage or salary payments, or their equivalent, paid to the *insured* by any employer in the year immediately preceding the date of accident, or earned by the *insured*; and
2. Make any reasonable necessary investigation as to whether or not such loss may be reduced as a result of any program calling for the continuance of such wage, salary or earnings during absence from work.

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## GLOSSARY

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The **Glossary** section is amended for **Personal Injury Protection Coverage** as follows:

1. *Family Member* is deleted and replaced by:

*Family Member* means a person related to the *named insured* person by blood, marriage or adoption who is a resident of the *named insured's* household. This includes a ward or foster child.

2. *Trailer* is deleted and replaced by:

*Trailer* means any vehicle or object on wheels and having no motive power of its own, but which is drawn by, or used in combination with a *motor vehicle*. Such vehicle does not include:

- a. A pole dolly or pole dickey;
- b. A pair of wheels commonly used as an implement for other purposes than transportation;
- c. A portable, collapsible or separate two wheel tow dolly limited only to the purpose of transporting or towing a registered vehicle;
- d. Farm machinery or implements when used in connection with the operation of a farm or estate; or
- e. A vehicle when towed behind a farm tractor and used in connection with the operation of a farm or estate.

The following definitions are added:

1. *Occupying* means:
  - a. In or upon,
  - b. Entering into; or
  - c. Alighting from.
2. *Your covered auto* means a *motor vehicle* owned by the *named insured*:
  - a. To which *bodily injury* liability coverage of this policy applies and for which a specific premium is charged; and
  - b. For which the *named insured* is required by the Massachusetts General Laws to maintain financial responsibility.
3. *Health benefits* plan means any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership, or corporation other than a government plan.
4. *Motor vehicle* means a:
  - a. Vehicle constructed and designed for propulsion by power other than muscular power including such vehicles when pulled or towed by another *motor vehicle*; or
  - b. *Trailer*.

However, *motor vehicle* does not include:

- a. Railroad and railway cars;
- b. Trolley motor or trackless trolleys as defined under Massachusetts law;
- c. Vehicles running only upon rails or tracks;

- d. Vehicles used for other purposes than the transportation of property and incapable of being driven at a speed exceeding 12 miles per hour and which are:
    - (1) Used exclusively for the building, repair and maintenance of highways; or
    - (2) Designed especially for use elsewhere than on the traveled part of ways;
  - e. Wheelchairs owned and operated by invalids;
  - f. Vehicles which are operated or guided by a person on foot; or
  - g. Motorized bicycles.
5. *Named insured* means the person named in the Declarations.
6. *Pedestrian* includes persons operating bicycles tricycles and similar vehicles and persons on horse-back or in vehicles drawn by horses or other draft animals.
7. *Insured* means:
- a. The *named insured* or any *family member*:
    - (1) While *occupying*; or
    - (2) Who is a *pedestrian* struck by;  
a *motor vehicle*.
  - b. Any other person:
    - (1) While *occupying*; or
    - (2) Who is a *pedestrian* struck by;  
*your covered auto*.

## GENERAL CONDITIONS

The following Conditions are added with regard to Personal Injury Protection Coverage:

### 1. Policy Territory

The policy territory is, with respect to Personal Injury Protection Coverage:

- a. The United States of America, it's territories or possessions; or
- b. Canada.

### 2. Prompt Payment Of Claims

- 1. Upon notification of a disability from a licensed physician, payments for *medical expenses* described in the Insuring Agreement Paragraph **B.1.** above will begin within 10 days or *we* will give written notice of *our* intent not to make such payments, specifying the reasons for the nonpayment.
- 2. If benefits due and payable remain unpaid for more than 30 days after satisfactory proof of claim is received, any unpaid party shall have a right to commence an action in contract for amounts determined to be due in accordance with this endorsement.

### 3. Premium Recomputation

The premium for this policy has been established in reliance upon the limitations on the right to recover damages contained in the Massachusetts General Laws. If a court of competent jurisdiction:

- 1. Declares; or
- 2. Enters a judgment, the effect of which is to render;

the provisions of the General Laws invalid or unenforceable, in whole or in part, *we* shall have the right to:

- 1. Recompute the policy premium; and
- 2. At *our* option, void or amend the provisions of this endorsement.

#### 4. Coordination of Coverage

- A. Any amounts payable under Medical Expenses Coverage of this policy shall be excess over the first \$2,000 of medical and funeral expenses paid under the Personal Injury Protection Coverage provided under this policy when:
1. A *health benefits plan* is available to pay benefits; and
  2. The *health benefits plan* includes a provision stating that coverage is secondary to other coverage for health care services.

However, if coverage provided under Medical Expenses Coverage is exhausted, the Personal Injury Protection Coverage under this policy will apply up to the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations.

- B. Any amounts payable under Medical Expense Coverage of this policy shall be excess over the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations when a *health benefits plan* is not available to pay benefits.

#### 5. Renewal Or Continuation Of A Policy Of Health, Sickness Or Disability Insurance

Within two years from the date of the accident, *we* may pay the cost of renewing or continuing a policy of health, sickness or disability insurance to an *insured* who is unwilling or unable to pay such cost. Upon receipt of such payment, the *insured* shall continue that policy of insurance or an equivalent policy in force for the two-year period. Prior to receipt of such payment, the *insured* shall not be compelled to renew or maintain any policy of insurance that is in force.

The payment of such cost by *us* shall not interfere in any way with the *insured's* choice of physician or course of medical treatment.

**\*\*THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY\*\***

**MASSACHUSETTS – ~~FULL COLLISION COVERAGE~~ WAIVER OF DEDUCTIBLE**

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

*Your* Auto Policy is amended as follows:

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**PART III TERMS AND CONDITIONS**

---

**YOUR PROPERTY COVERAGE**

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The following is added:

We will pay under Your Property Coverage for loss to your vehicle or any *non-owned auto* without a *deductible* only if:

1. A specific premium charge for ~~Full~~ Collision Coverage Waiver of Deductible is shown in the Declarations; and
2. The operator of your vehicle or any *non-owned auto* was not more than 50% of the cause of the accident from which the damage arose.

We will consider the operator of your vehicle or any *non-owned auto* to be not more than 50% of the cause of the accident from which the damage arose if:

1. The operator of your vehicle or any *non-owned auto* is entitled to recover in a legal action against another identified person. In this case, the operator of your vehicle or any *non-owned auto* must preserve our rights against the identified person or his or her insurer;
2. *Your* vehicle or any *non-owned auto* was legally parked and the loss or damage is the result of impact with another auto owned by another identified person;
3. *Your* vehicle or any *non-owned auto* was struck in the rear by another auto moving in the same direction owned by another identified person; or
4. The operator of the other auto causing loss or damage to your vehicle or any *non-owned auto* as a result of the operation of that auto at the time of the accident has been convicted of:
  - a. Operating the auto under the influence of alcohol or a narcotic drug;
  - b. Driving the wrong way on a one-way street; or
  - c. Operating at an excessive speed.

However, this Paragraph (4.) does not apply if the operator of your vehicle or any *non-owned auto* is convicted of any of the violations described in **a.**, **b.** or **c.** above as a result of the operation of your vehicle or any *non-owned auto* at the time of the accident.

Paragraphs **2.**, **3.** and **4.** apply regardless of any right of the operator of your vehicle or any *non-owned auto* to recover damages from another person in a legal action for loss or damage.

**\*\*THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY\*\***

## **MASSACHUSETTS AUTO ENDORSEMENT**

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

*Your* Auto Policy is amended as follows:

---

### **PART I YOUR PROPERTY COVERAGE**

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#### **LOSSES WE WON'T PAY FOR**

---

**(3) Racing** is deleted and replaced by the following:

**(3) Racing.** *We won't pay for loss to a vehicle that occurs while it is taking part in, or practicing for, a pre-arranged speed contest.*

---

### **PART II YOUR LIABILITY COVERAGE**

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#### **LIABILITY AND MEDICAL EXPENSES**

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##### **WHAT WE COVER**

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**A. LIABILITY** The first paragraph is deleted and replaced by the following:

##### **A. LIABILITY**

This coverage applies to *occurrences* that involve a *vehicle accident*. *We'll pay money an insured person is legally obligated to pay as damages because of:*

- *bodily injury; and*
- *property damage.*

Throughout this section of the policy, with respect to *property damage*, ownership, maintenance or use of a vehicle includes its loading and unloading.

##### **DAMAGES WE WON'T PAY**

---

**(13) Racing** is deleted and replaced by the following:

**(13) Racing.** *We won't pay for any **bodily injury**, **property damage** or **medical expenses** arising out of a **vehicle accident** that occurs while taking part in or practicing for a pre-arranged speed contest.*

### **EXTRA BENEFITS**

---

**A. Legal Services** The first paragraph is deleted and replaced by the following:

##### **A. Legal Services**

*We'll defend against claims and suits for **bodily injury** and **property damage** covered by this policy at our own expense. This applies even if any of the allegations of the suit are groundless, false or fraudulent. But our obligation ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We also reserve the right to investigate and settle a claim whenever we wish.*

---

### **PART III TERMS AND CONDITIONS**

---

#### **HOW MUCH WE'LL PAY**

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**Coverage limit.** The following is added:

No one will be entitled to receive duplicate payments for the same elements of loss under Liability Coverage and:

- Medical Expenses Coverage or Uninsured Motorists coverage; or
- Any Underinsured Motorists Coverage or Personal Injury Protection Coverage provided by this policy.

---

## YOUR PROPERTY COVERAGE

---

The following is added:

Whenever the appraised cost of repair plus the probable salvage value may be reasonably expected to exceed the actual cash value of your vehicle or any non-owned auto, we shall determine the actual cash value of your vehicle or non-owned auto. This determination shall be based on consideration of all of the following factors:

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

---

## YOUR PROPERTY COVERAGE

---

The following is added:

1. If we have a plan approved by the Commissioner of Insurance providing for direct payment for loss to the vehicle(s) insured under *Your Property Coverage* prior to our receipt of a claim form stating that the repair work described in an appraisal made pursuant to regulations promulgated by the auto damage appraisers licensing board has been completed, then the following applies:
  - a. If *you* elect not to repair the vehicle for which a claim payment has been made; or
  - b. If *you* have not provided *us* with the claim form described above;  
we will decrease the actual cash value of the vehicle by the amount of damage sustained plus any applicable *deductible* until *we* receive a claim form described above.
2. If *you* choose not to accept payment under *our* plan described in Paragraph 1. above, or if *we* do not have a plan approved by the Commissioner of Insurance that provides for the direct payment for loss to the vehicle(s) insured under *your* property coverage, then the following applies:
  - a. If *you* instruct *us* in writing, *we* will pay the repair shop directly within seven days of receipt of the claim form that states that the repair work described in the appraisal made pursuant to the regulations promulgated by the auto damage appraisers licensing board has been completed.  
Receipt of the claim form described above by registered mail shall be sufficient proof of receipt.
  - b. If *you* elect not to repair the vehicle, or do not provide *us* with the claim form described above, *we* will decrease the actual cash value of the vehicle by the amount of damage sustained.
  - c. If *you* do not provide *us* with a claim form described above, *we* will pay only the decrease in actual cash value of the vehicle less any *deductible*.

---

## WHAT TO DO AFTER AN OCCURRENCE OR LOSS

---

The first paragraph is deleted and replaced by the following:

This section explains the steps *you* must take after an *occurrence* or loss, in order for *us* to help *you*. *We* have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to *us*.

- **Step One: At the Scene of the Accident or Loss** the following is added:
  1. Promptly notify the police in the event of larceny, robbery or pilferage.



2. In the event of loss due to fire, submit a signed statement to the fire department that contains information concerning the fire loss as required by the state fire marshal.

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### GENERAL CONDITIONS

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3. **CANCELLATION OR NONRENEWAL** is deleted and replaced by the following:

**(a) Nonrenewal.** We may decide not to renew this policy. If we do, we'll notify you at least 45 days before the policy ends. We'll mail our notice by obtaining a certificate of mailing receipt issued by the United States Post Office to the named insured shown in the Declarations at the address shown in this policy. We will have the right not to renew or continue this policy at each anniversary of its original effective date.

**(b) Cancellation by you.** You may cancel this policy during the *policy period* for any reason by:

1. Returning this policy to us; or
2. Giving us advance written notice of the date cancellation is to take effect.

**(c) Cancellation by us.** We may cancel by mailing notice at least 20 days prior to the effective date to the named insured shown in the Declarations at the address shown in this policy and obtaining a certificate of mailing receipt issued by the United States Post Office.

We will cancel this policy only:

1. For nonpayment of premium; or
2. If your driver's license or that of
  - (a)** Any driver who lives with you; or
  - (b)** Any driver who customarily uses your vehicle; has been suspended or revoked. This must have occurred:
    - (a)** During the policy period; or
    - (b)** Since the last anniversary of the original effective date if the policy period is other than one year; or
3. If the policy was obtained through material misrepresentation.

**(d) Refund.** If the policy is cancelled, we'll refund the unearned premium within a reasonable time. The refund will be calculated pro rata.

### Termination by Operation of Law

This policy will terminate with respect to your vehicle by operation of law in any of the following circumstances:

1. Another insurer files with the Registrar of Motor Vehicles a certificate of insurance covering the same vehicle insured under the terminating policy. In this case, the policy will terminate on the date on which a new certificate of insurance filed with the Registrar of Motor Vehicles becomes effective.
2. You sell or transfer title to such vehicle. In this case, the coverage under this policy will terminate 30 days from the date of the sale or transfer, unless, within the 30 day period, you transfer the registration of the vehicle to a newly acquired vehicle that is a replacement vehicle.
3. You surrender the registration plates for such vehicle to the Registrar of Motor Vehicles.

7. **APPRAISALS** is deleted and replaced by the following:

### 7. APPRAISALS

- a. If *you* and *we* fail to agree as to the amount of loss, each will, on the written demand of either, within 60 days after *we* receive the proof of loss, select a competent and disinterested appraiser. The appraisal will be made at a reasonable time and place. The appraisers will first select a competent and disinterested umpire, and failing for 15 days to agree upon the umpire, at *our* request or *your* request, the umpire will be selected by a judge of a court of record in the county and state in which the appraisal is pending. The appraisers will then appraise the loss, stating separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An award in writing of any two will determine the amount of loss. Each party will:
  1. Pay its chosen appraiser; and
  2. Bear the expenses of the appraisal and the umpire equally.
- b. *We* do not waive any of *our* rights under this policy by agreeing to an appraisal.

The following **General Condition** is added:

#### **MANDATORY INSPECTION**

1. *We* have the right as authorized by Massachusetts Regulation to inspect any:
  - a. Private Passenger auto; or
  - b. Pick up or van;which *you* insure or intend to insure for Property Coverage under this policy.
2. When *we* require an inspection *you* must:
  - a. Cooperate; and
  - b. Make the vehicle available for the inspection.

# **Bankers Standard Insurance Company**

## **Filing Memorandum**

### **Personal Automobile**

#### **ACE Platinum Portfolio Program**

##### **Massachusetts**

With this filing, we are proposing to make the following changes to our personal automobile program:

- In response to Bulletin 2011-014 which requires specific language as to the determination of actual cash value set forth in 211 CMR 133.05 (1), we are revising AUTO413 ACE – Massachusetts Auto Endorsement

AUTO413 ACE-1212, Massachusetts Auto Endorsement, replaces AUTO413 ACE-0810.

- In response to MASS. GEN. LAWS ANN. Ch 90, § 34M (WEST 2008), we are revising the AUTO588 ACE – Massachusetts Personal Injury Protection Coverage.

AUTO588 ACE-1212, Massachusetts Personal Injury Protection Coverage, replaces AUTO588 ACE-0810.

- To reinforce and clarify the coverage available under AUTO591 ACE – Massachusetts Full Collision Coverage, we are revising the title of this optional endorsement to Massachusetts Collision Coverage – Waiver of Deductible.

AUTO591 ACE-1212, Massachusetts Collision Coverage – Waiver of Deductible, replaces AUTO591 ACE-0810.

The language in these revisions tracks with ISO language approved under filing designation number PP-2011-OEND1.

In addition, for reference please note that ALL-20887, ACE Producer Compensation Practices and Policies is being revised to remove the toll-free number.

ALL-20887 12/12, ACE Producer Compensation Practices and Policies replaces ALL-20887 1006.

Manual page 7.6 has been revised to reflect the revised form name for AUTO591. A markup and complete revised manual are included.

Our proposed effective dates for this filing are 12/01/12 for new business and 02/01/13 for renewals.

**MASSACHUSETTS  
AUTO  
PRODUCER MANUAL**

**Bankers Standard Insurance Company**

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## Territory Definitions

Determine territory assignment based upon the garaging location of the vehicle.

**Note:** The first position of the Statistical Code indicates County as follows:

	County		County		County
0	Barnstable Dukes Nantucket Plymouth	4	Franklin Hampden	7	Norfolk
1	Berkshire	5	Hampshire	8	Suffolk
2	Bristol	6	Middlesex	9	Worcester
3	Essex				

City of Boston – Zip Codes		
Definition	Rating Territory	Statistical Code
<b>BOSTON CENTRAL</b> - 02101-02118, 02123, 02133, 02199, 02201, 02202, 02203, 02210, 02215, 02241	23	821
<b>BRIGHTON (Including Allston)</b> - 02134, 02135, 02163	24	822
<b>CHARLESTOWN (East Boston)</b> - 02128, 02129	26	824
<b>DORCHESTER (North Dorchester, including Mattapan and South Dorchester) –</b> 02122, 02124, 02125, 02126 *	21	819
<b>EAST BOSTON (Charlestown)</b> - 02128, 02129	26	824
<b>HYDE PARK (Including Readville)</b> - 02136, 02137	20	818
<b>JAMAICA PLAIN</b> – 02130	19	817
<b>ROSLINDALE</b> - 02131	18	816
<b>ROXBURY (Including parts of Dorchester) –</b> 02119, 02120, 02121	22	820
<b>SOUTH BOSTON</b> - 02127	25	823
<b>WEST ROXBURY</b> - 02132	17	815

\*A portion of postal zip code district 02126 falls in Hyde Park (Territory 20) and should be rated as such. The correct border between South Dorchester and Hyde Park is as follows: Southeast, then East on Cummins Highway, Southwest on Rugby Road (1 block), Southeast on Greenfield Road, short stretch Southwest on River Street, Southeast on Mattakeeset St. to Neponset River. Border is in the middle of these streets.

### Out of State Territories and Statistical Codes:

	Rating Territory	Statistical Code
Connecticut	9	991
Maine	9	992
New Hampshire	9	993
New York	9	994
Rhode Island	9	995
Vermont	9	996
Other	9	999

## Territory Definitions

CITY or TOWN	RATING TERRITORY	STAT CODE	CITY or TOWN	RATING TERRITORY	STAT CODE
ABINGTON	8	010	BOYLSTON	2	971
ACTON	27	630	BRAINTREE	8	710
ACUSHNET	7	230	BREWSTER	27	080
ADAMS	27	110	BRIDGEWATER	6	011
AGAWAM	7	420	BRIGHTON See City of Boston Zips		
ALFORD	27	170	BRIMFIELD	3	491
AMESBURY	2	310	BROCKTON	33	002
AMHERST	5	510	BROOKFIELD	3	935
ANDOVER	3	311	BROOKLINE	8	702
ARLINGTON	4	610	BUCKLAND	27	430
ASHBURNHAM	1	930	BURLINGTON	4	635
ASHBY	1	670	CAMBRIDGE	11	600
ASHFIELD	27	470	CANTON	8	711
ASHLAND	5	631	CARLISLE	27	672
ATHOL	3	910	CARVER	7	030
ATTLEBORO	5	210	CHARLEMONT	27	472
AUBURN	6	931	CHARLESTOWN See City of Boston Zips		
AVON	11	730	CHARLTON	4	936
AYER	3	632	CHATHAM	27	051
BARNSTABLE	5	021	CHELMSFORD	2	612
BARRE	2	932	CHELSEA	16	802
BECKET	2	171	CHESHIRE	27	130
BEDFORD	2	633	CHESTER	1	440
BELCHERTOWN	3	530	CHESTERFIELD	27	570
BELLINGHAM	3	731	CHICOPEE	9	402
BELMONT	3	611	CHILMARK	27	081
BERKLEY	6	231	CLARKSBURG	27	131
BERLIN	27	933	CLINTON	6	911
BERNARDSTON	27	471	COHASSET	4	732
BEVERLY	5	312	COLRAIN	1	431
BILLERICA	5	634	CONCORD	27	613
BLACKSTONE	2	934	CONWAY	27	473
BLANDFORD	3	490	CUMMINGTON	27	571
BOLTON	1	970	DALTON	27	132
BOSTON CENTRAL See City of Boston Zips			DANVERS	5	313
BOURNE	4	050	DARTMOUTH	7	211
BOXBOROUGH	27	671	DEDHAM	8	712
BOXFORD	3	370	DEERFIELD	27	432

## Territory Definitions

CITY or TOWN	RATING TERRITORY	STAT CODE	CITY or TOWN	RATING TERRITORY	STAT CODE
DENNIS	3	052	GRANBY	4	574
DIGHTON	5	232	GRANVILLE	2	492
DORCHESTER See City of Boston Zips			GREAT BARRINGTON	1	111
DOUGLAS	2	937	GREENFIELD	3	410
DOVER	2	733	GROTON	27	636
DRACUT	6	614	GROVELAND	3	332
DUDLEY	3	938	HADLEY	27	531
DUNSTABLE	1	673	HALIFAX	5	070
DUXBURY	3	031	HAMILTON	1	333
EAST BOSTON - Boston (Zip Codes 02128, 02129)	26	824	HAMPDEN	5	493
EAST BRIDGEWATER	6	032	HANCOCK	27	174
EAST BROOKFIELD	2	973	HANOVER	4	033
EASTHAM	27	082	HANSON	5	034
EASTHAMPTON	3	511	HARDWICK	27	939
EAST LONGMEADOW	6	441	HARVARD	27	974
EASTON	7	212	HARWICH	1	055
EDGARTOWN	27	053	HATFIELD	27	532
EGREMONT	27	172	HAVERHILL	8	302
ERVING	27	433	HAWLEY	27	475
ESSEX	2	330	HEATH	2	476
EVERETT	14	602	HINGHAM	4	012
FAIRHAVEN	7	213	HINSDALE	2	133
FALL RIVER	13	201	HOLBROOK	11	735
FALMOUTH	3	054	HOLDEN	3	940
FITCHBURG	7	902	HOLLAND	1	494
FLORIDA	2	173	HOLLISTON	2	637
FOXBOROUGH	3	734	HOLYOKE	28	403
FRAMINGHAM	9	615	HOPEDALE	2	941
FRANKLIN	1	713	HOPKINTON	27	638
FREETOWN	5	233	HUBBARDSTON	1	942
GARDNER	3	912	HUDSON	3	616
GAY HEAD	27	083	HULL	9	035
GEORGETOWN	3	331	HUNTINGTON	2	533
GILL	27	474	HYDE PARK See City of Boston Zips		
GLOUCESTER	5	314	IPSWICH	2	315
GOSHEN	27	573	JAMAICA PLAIN See City of Boston Zips		
GOSNOLD	27	084	KINGSTON	4	036
GRAFTON	3	913	LAKEVILLE	5	037



## Territory Definitions

CITY or TOWN	RATING TERRITORY	STAT CODE	CITY or TOWN	RATING TERRITORY	STAT CODE
LANCASTER	2	943	MILFORD	5	915
LANESBOROUGH	1	134	MILLBURY	4	916
LAWRENCE	32	303	MILLIS	27	738
LEE	27	135	MILLVILLE	1	947
LEICESTER	7	944	MILTON	11	714
LENOX	27	136	MONROE	1	479
LEOMINSTER	5	914	MONSON	3	422
LEVERETT	1	477	MONTAGUE	27	411
LEXINGTON	2	617	MONTEREY	27	175
LEYDEN	1	478	MONTGOMERY	27	495
LINCOLN	1	639	MOUNT WASHINGTON	27	176
LITTLETON	27	640	NAHANT	8	338
LONGMEADOW	4	442	NANTUCKET	27	056
LOWELL	29	601	NATICK	3	621
LUDLOW	7	421	NEEDHAM	2	715
LUNENBURG	1	945	NEW ASHFORD	1	177
LYNN	31	300	NEW BEDFORD	13	200
LYNNFIELD	7	334	NEW BRAINTREE	27	975
MALDEN	14	603	NEWBURY	1	339
MANCHESTER	27	335	NEWBURYPORT	1	318
MANSFIELD	3	214	NEW MARLBOROUGH	27	178
MARBLEHEAD	4	316	NEW SALEM	27	480
MARION	3	038	NEWTON	6	605
MARLBOROUGH	5	618	NORFOLK	1	739
MARSHFIELD	7	039	NORTH ADAMS	2	112
MASHPEE	5	085	NORTHAMPTON	3	512
MATTAPOISETT	3	040	NORTH ANDOVER	5	319
MAYNARD	27	620	NORTH ATTLEBORO	3	215
MEDFIELD	27	736	NORTHBOROUGH	27	949
MEDFORD	12	604	NORTH BROOKFIELD	3	948
MEDWAY	27	737	NORTHBRIDGE	3	917
MELROSE	6	619	NORTH DORCHESTER See City of Boston Zips		
MENDON	27	946	NORTHFIELD	27	434
MERRIMAC	3	336	NORTH READING	5	641
METHUEN	10	317	NORTON	5	234
MIDDLEBOROUGH	6	013	NORWELL	3	041
MIDDLEFIELD	1	576	NORWOOD	7	716
MIDDLETON	6	337	OAK BLUFFS	27	057

## Territory Definitions

CITY or TOWN	RATING TERRITORY	STAT CODE	CITY or TOWN	RATING TERRITORY	STAT CODE
OAKHAM	1	976	SALEM	12	304
ORANGE	2	412	SALISBURY	5	342
ORLEANS	27	058	SANDISFIELD	27	182
OTIS	27	179	SANDWICH	3	060
OXFORD	5	950	SAUGUS	12	321
PALMER	4	423	SAVOY	27	183
PAXTON	5	977	SCITUATE	6	044
PEABODY	10	320	SEEKONK	4	237
PELHAM	27	577	SHARON	6	741
PEMBROKE	6	042	SHEFFIELD	27	137
PEPPERELL	27	642	SHELBURNE	1	435
PERU	1	180	SHERBORN	1	674
PETERSHAM	27	978	SHIRLEY	2	643
PHILLIPSTON	1	979	SHREWSBURY	5	918
PITTSFIELD	4	102	SHUTESBURY	2	482
PLAINFIELD	27	578	SOMERSET	6	238
PLAINVILLE	4	740	SOMERVILLE	12	606
PLYMOUTH	7	014	SOUTHAMPTON	1	580
PLYMPTON	6	071	SOUTHBOROUGH	27	952
PRINCETON	27	980	SOUTH BOSTON See City of Boston Zips		
PROVINCETOWN	27	059	SOUTHBRIDGE	6	919
QUINCY	12	703	SOUTH HADLEY	4	513
RANDOLPH	14	717	SOUTHWICK	4	444
RAYNHAM	6	235	SPENCER	6	920
READING	3	622	SPRINGFIELD	30	400
REHOBOTH	4	236	STERLING	27	953
REVERE	15	803	STOCKBRIDGE	1	138
RICHMOND	27	181	STONEHAM	8	623
ROCHESTER	3	043	STOUGHTON	12	718
ROCKLAND	9	015	STOW	27	644
ROCKPORT	2	340	STURBRIDGE	1	954
ROSLINDALE See City of Boston Zips			SUDBURY	27	645
ROWE	27	481	SUNDERLAND	3	436
ROWLEY	3	341	SUTTON	27	955
ROXBURY See City of Boston Zips			SWAMPSCOTT	9	322
ROYALSTON	1	981	SWANSEA	5	239
RUSSELL	3	443	TAUNTON	9	202
RUTLAND	3	951	TEMPLETON	27	956

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**Territory Definitions**


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CITY or TOWN	RATING TERRITORY	STAT CODE		CITY or TOWN	RATING TERRITORY	STAT CODE
TEWKSBURY	5	646		WEST BROOKFIELD	27	960
TISBURY	27	061		WESTFIELD	6	424
TOLLAND	1	496		WESTFORD	27	650
TOPSFIELD	4	371		WESTHAMPTON	27	581
TOWNSEND	27	647		WESTMINSTER	1	961
TRURO	1	086		WEST NEWBURY	27	344
TYNGSBOROUGH	3	648		WESTON	3	651
TYRINGHAM	27	184		WESTPORT	5	240
UPTON	27	957		WEST ROXBURY See City of Boston Zips		
UXBRIDGE	27	921		WEST SPRINGFIELD	10	425
WAKEFIELD	6	624		WEST STOCKBRIDGE	1	139
WALES	2	497		WEST TISBURY	27	088
WALPOLE	4	719		WESTWOOD	4	742
WALTHAM	7	607		WEYMOUTH	9	721
WARE	3	514		WHATELY	27	437
WAREHAM	8	016		WHITMAN	8	017
WARREN	3	958		WILBRAHAM	5	445
WARWICK	27	483		WILLIAMSBURG	27	534
WASHINGTON	27	185		WILLIAMSTOWN	27	140
WATERTOWN	7	608		WILMINGTON	4	652
WAYLAND	2	649		WINCHENDON	3	924
WEBSTER	7	922		WINCHESTER	3	625
WELLESLEY	1	720		WINDSOR	1	186
WELLFLEET	27	087		WINTHROP	13	810
WENDELL	27	484		WOBURN	7	626
WENHAM	2	343		WORCESTER	13	900
WESTBOROUGH	2	923		WORTHINGTON	1	582
WEST BOYLSTON	2	959		WRENTHAM	2	743
WEST BRIDGEWATER	8	045		YARMOUTH	4	062

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## General Rules

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### Automatic Debit of Policy Premium

An additional charge of \$10.00 shall be payable each time the funds are not available to cover the automatic debit of policy premium.

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### Changes

- A. All changes requiring premium adjustments shall be computed on a pro-rata basis, including any premium which was subject to the minimum premium requirement.
- B. No charge will be made and no refunds given when the net change amounts to less than \$3.00.

**Exception:** On direct-billed policies with any installment payments remaining for the current policy period, charges or refunds of less than \$3.00 will be included in the next regularly scheduled installment billing.

---

### Installments

An additional charge of \$8.00 per installment, per policy shall be payable with each installment. This charge is waived when the policy premium is automatically debited from a bank account.

The following Installment Options are available: One Pay, Two Pay, Four Pay and Ten Pay.

If this policy is written in conjunction with any other policy, the billing is combined and the installment charge is applied to the entire account.

For any check returned by the bank unpaid, a non-sufficient funds fee of up to \$25.00 may be charged.

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### Policy Period

Policies are written for 12 months.

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### Rate and Condition Deviations

Deviated rates and conditions may be used for unusual risks at the request of the insured or the Company. These rates and conditions will comply with state requirements. Deviated rates and conditions may be used for risks with the following characteristics:

- Any vehicle with value of \$100,000 or greater;
- Any policy with more than 5 vehicles.

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### Rate Revision

A rate revision, meaning any revision of rates applicable to Auto coverages, shall be made in accordance with the following procedures:

- A. The effective date of such revision shall be as announced.
- B. The revision shall apply to any new or renewal policy, or binder having an effective date on or after the effective date of any such revision.
- C. All endorsements, regardless when issued, shall be issued using the same rates in effect at the time of policy issuance or renewal issuance.

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### Whole Dollar Premium

The premium for each exposure shall be rounded to the nearest whole dollar, separately for each coverage provided by the policy. A premium involving \$0.50 or more shall be rounded to the next higher whole dollar.

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**General Rules**

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**Eligibility --- Auto**

An Auto policy shall be used to afford coverage to private passenger autos and motor vehicles considered as private passenger autos in the "Definitions" rule if:

- A. They are written on a specified auto basis, and
- B. They are owned by an individual, by spouses who are residents of the same household, or by two or more resident relatives.

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**Eligibility --- Recreational Vehicles**

An Auto policy shall be used to afford coverage to motorcycles, motor homes, golf carts or other similar type vehicles, and snowmobiles if:

- A. They are written on a specified vehicle basis, and
- B. They are owned by an individual, by spouses who are residents of the same household, or by two or more resident relatives.

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**Definitions**

- A. A private passenger auto is a four wheel motor vehicle, other than a truck type, owned or leased under contract for a continuous period of at least six months, and
  - 1. not used as a public or livery conveyance for passengers, and
  - 2. not rented to others.
- B. A motor vehicle that is a pickup, panel truck or van shall be considered a private passenger auto if:
  - 1. owned by an individual or by spouses who are residents of the same household;
  - 2. not customarily used in the occupation, profession or business of the insured, other than farming or ranching; and
  - 3. the vehicle has a Gross Vehicle Weight of less than 10,000 pounds.
- C. A motor vehicle owned by a farm co-partnership or a farm family corporation shall be considered a private passenger auto owned by two or more relatives who are residents of the same household if:
  - 1. it is principally garaged on a farm or ranch, and
  - 2. it otherwise meets the definitions in A. and B. above.

Liability Coverage Only
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- D. A motor vehicle that is a pickup, panel truck or van used in the business of the United States Government, by an employee of the Government, shall be considered a private passenger auto if:
  - 1. owned by an individual or by spouses who are residents of the same household;
  - 2. not customarily used in any other occupation, profession or business of the insured, other than farming or ranching; and
  - 3. the vehicle has a Gross Vehicle Weight of less than 10,000 pounds.

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## Premium Determination Rules

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### Premium Determination

Single Limit Liability or Bodily Injury and Property Damage Liability, Personal Injury Protection, Medical Payments, Comprehensive and Collision premiums are determined as follows:

- A. Refer to the Classification Rule to determine the applicable Classification and Rating Factor.
- B. Model Year and Symbol Determination
  1. Refer to the ISO Model Year/Age Group rule to determine the model year/age of the auto and refer to the ISO Symbol and Identification Manual for the appropriate symbol of the auto.
  2. If no rating symbol is shown in the ISO Symbol and Identification (S&I) Manual, use the following procedure to determine an interim rating symbol.
    - a. If the S&I Manual displays a rating symbol for the PRIOR MODEL YEAR version of the same vehicle, use the prior model year's rating symbol for the new model year vehicle.
    - b. If the S&I Manual does NOT display a rating symbol for the prior model year version of the same vehicle, assign a symbol based on the cost new of the auto, using the Price/Symbol Chart located in the reference pages of the S&I Manual.
- C. Refer to the Territory definitions to determine the territory code for the location where the auto is principally garaged.

**Note:** When a risk is statutorily required to have, or is eligible for, a coverage that is not available in the territory of principal garaging, use the registration address to determine the territory for that coverage.

For those territories defined by ZIP code:

1. Determine the applicable rating territory based on the ZIP code of the location of principal garaging of the vehicle. If the ZIP code of the mailing address differs from the ZIP code of the location of principal garaging, use the ZIP code of the garaging location to assign the rating territory.
  2. As ZIP code boundaries are changed by USPS, a new ZIP code may be created. Manual pages will be updated regularly to include future USPS ZIP code changes.
  3. If a new ZIP code is not yet listed in the Territory Definitions, use the ZIP code that formerly applied to the risk before ZIP code boundaries were changed in order to determine the rating territory for a risk located in the new ZIP code.
- D. Refer to the rate pages to determine base rates for the desired coverage in the appropriate territory.
  - E. Determine if a package credit is applicable. If applicable, apply the credit to the Single Limit Liability or Bodily Injury and Property Damage Liability, Comprehensive, Collision and Uninsured/Underinsured Motorists premiums (the discount does not apply to optional endorsement premiums).
  - F. For Stated Amount Comprehensive, multiply the rate by the limit of liability to determine the base premium.
  - G. The premium for each coverage is determined by multiplying the base premium by the appropriate rating factor.

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**Premium Determination Rules**

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**Rating Sequence**

\*Rounding - Calculate to dollars and cents; do not round to the nearest whole dollar unless noted.

**A. Liability Single Limits or Split Limits (BI/PD)**

1. Base rate for limit on rate page
2. Apply package credit
3. Apply increased limit factor
4. Apply class factor
5. Apply excess vehicle credit
6. Apply anti-lock brake credit
7. Apply advanced driver training discount
8. Apply multi-car credit
9. Apply good student/student away at school credit
10. Apply continuous insurance credit
11. Apply account credit
12. Apply valuables credit
13. Apply annual mileage credit
14. Round to nearest whole dollar
15. Apply merit rating plan surcharge/credit

**B. Uninsured Motorists Single Limits or Split Limits**

1. Base rate on uninsured motorists rate page
2. Apply package credit
3. Apply increased limit factor
4. Apply annual mileage credit
5. Round to nearest whole dollar

**C. Underinsured Motorists Single Limits or Split Limits**

1. Base rate on underinsured motorists rate page
2. Apply package credit
3. Apply increased limit factor
4. Apply annual mileage credit
5. Round to nearest whole dollar

**D. Medical Payments**

1. Base rate for medical payments on rate page
2. Apply class factor
3. Apply excess vehicle credit
4. Apply passive restraint credit
5. Apply increased limit factor
6. Apply advanced driver training discount
7. Apply multi-car credit
8. Apply good student/student away at school credit
9. Apply continuous insurance credit
10. Apply account credit
11. Apply valuables credit
12. Apply annual mileage credit
13. Round to nearest whole dollar

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**Premium Determination Rules**

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**E. Personal Injury Protection**

1. Base rate for Personal Injury Protection on rate page
2. Apply class factor
3. Apply excess vehicle credit
4. Apply factor for increased deductible
5. Apply passive restraint credit
6. Apply advanced driver training discount
7. Apply multi-car credit
8. Apply good student/student away at school credit
9. Apply continuous insurance credit
10. Apply account credit
11. Apply valuables credit
12. Apply annual mileage credit
13. Round to nearest whole dollar
14. Apply merit rating plan surcharge/credit

**F. Comprehensive**

1. Base rate for comp on territory rate page
2. Apply symbol/model year relativity factor
3. Apply package credit
4. Apply factor for increased deductible
5. Apply class factor
6. Apply excess vehicle credit
7. Apply anti-theft credit
8. Apply multi-car credit
9. Apply good student/student away at school credit
10. Apply continuous insurance credit
11. Apply account credit
12. Apply valuables credit
13. Round to nearest whole dollar

**G. Collision**

1. Base rate for collision on territory rate page
2. Apply symbol/model year relativity factor
3. Apply package credit
4. Apply factor for increased deductible
5. Apply class factor
6. Apply excess vehicle credit
7. Apply advanced driver training discount
8. Apply multi-car credit
9. Apply good student/student away at school credit
10. Apply continuous insurance credit
11. Apply account credit
12. Apply valuables credit
13. Apply annual mileage credit
14. Round to nearest whole dollar
15. Apply merit rating plan surcharge/credit

**H. Limited Collision**

1. Base rate for collision on territory rate page
2. Apply symbol/model year relativity factor
3. Apply package credit
4. Apply limited collision deductible factor
5. Apply class factor
6. Apply excess vehicle credit
7. Apply multi-car credit
8. Apply good student/student away at school credit
9. Apply continuous insurance credit
10. Apply account credit
11. Apply valuables credit
12. Apply annual mileage credit
13. Round to nearest whole dollar



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## Classification Rules

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These rules do not apply to risks rated in accordance with the Miscellaneous Types Rule unless otherwise specified.

A. Autos owned by an individual or by two or more resident relatives are classified in accordance with the definitions in paragraph B. of this rule.

1. Determine the applicable factor from the Rating Factor table.
2. Refer to the Merit Rating Plan Factor table to determine the appropriate factor to be added to or subtracted from the Operator Classification Rating Factor.
3. 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 term of the policy.

**Exceptions:**

- a. A policy shall **not** be changed mid-term because of the attained age of an operator of the auto.
- b. A policy shall **not** be changed mid-term to affect a change in the Merit Rating Points.
- c. A policy shall **not** be changed mid-term solely due to a change in symbol assignment based on a review of loss experience.

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## Classification Rules

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### B. Definitions

#### 1. Operator Classifications

##### **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 65 and older**

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 3 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 3 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 3 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 3 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 3 years. With 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 3 years. With 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. Driving to or from the principal place of the occupation, profession or business of the insured is not considered business use.

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## Classification Rules

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### C. Operator Assignment

All operators of the insured automobiles must be listed on the Declarations Page. 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. Each operator listed on the policy shall be assigned to an automobile on the policy based on the operator's class and merit rating plan points in a manner which produces the highest combined premium (the sum of the premium for CSL or BI and PD Liability, PIP, Comprehensive and Collision 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 CSL or BI and PD Liability, PIP, Comprehensive and Collision) until all operators are assigned to an automobile, except that:

- a. 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 plan points of that operator;
  - b. 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 plan points shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the merit rating plan points of the Class 15 operators shall be applied in the manner which produces the highest combined premium.
  - c. If an operator's class and merit rating plan points 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).
  - d. 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 plan points.
  - e. 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 plan points which produces the lowest combined premium, unless the automobile is subject to rating as Class 30.
  - f. 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.
2. The assignment of operators to automobiles applies regardless of the number of policies or insurers involved.
  3. 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.
  4. 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.

### D. 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.

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## Classification Rules

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### E. 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.

### F. 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.

### G. Satisfactory Driver Training Program

1. The applicable Driver Training Classification Code applies to each Youthful Operator licensed less than three years where such operator has successfully completed and received a certificate under the Massachusetts Driver Education Program prescribed by the Registrar of Motor Vehicles, or
2. Satisfactory Evidence" (a certificate signed by school officials) is presented that such operator has 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
    - (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.

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## Classification Rules

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I. Panel trucks, pickups and vans

When a pickup is used to transport a permanently attached camper body with facilities for cooking and sleeping, refer to the Motor Homes section of the Miscellaneous Vehicle Rule.

Liability Coverage Only

Liability Coverage: Rate as private passenger.

Physical Damage Coverages Only

- a. When a symbol is displayed in the ISO Symbol and Identification Manual: Comprehensive and Collision-Rate as private passenger
- b. When NO symbol is displayed in the ISO Symbol and Identification Manual, determine a symbol based on original cost new from the Price/Symbol Chart located in the reference pages of the S&I Manual.
  - (1) Comprehensive -- Use the private passenger base rate.
  - (2) Collision -- Use the private passenger base rate.
- c. When a pickup is used to transport a non-permanently attached camper body, or to transport a camper body or cover with no facilities for cooking and sleeping:
  - (1) Add the cost of the camper body or cover to the cost of the pickup and determine a symbol from the tables on page 1 of the ISO Symbol and Identification Manual.
  - (2) Rate in accordance with paragraph a. above if a symbol for the pickup alone is displayed in the ISO Symbol and Identification Manual.
  - (3) Rate in accordance with paragraph b. above if NO symbol for the pickup alone is displayed in the ISO Symbol and Identification Manual.

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## Discount Rules

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### 1. Good Student

The applicable Good Student Discount shall apply to the premiums for Single Limit Liability or Bodily Injury and Property Damage Liability, Medical Payments, PIP, Comprehensive and Collision as shown in the chart below provided:

a. The owner or operator:

- (1) is classified in one of the following inexperienced operator classes: 17, 18, 20, 21, 25 or 26 and
- (2) is a full time high school, college or university student at an accredited institution, a full time student enrolled in a vocational technical school.
- (3) has a driving record with less than 3 points under the Merit Rating Plan rule

b. 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:

- (1) Is in the upper 20% of his/her class scholastically;
- (2) Maintains a "B" average, or its equivalent. If the letter grading system cannot be averaged, then no grade can be below "B";
- (3) When in a school maintaining a numerical grading system, must have at least a 3 average in a 4,3,2,1 point system or its equivalent.
- (4) The student is included in a "Dean's List", "Honor Roll" or comparable list indicating scholastic achievement.

A classification change resulting from a change in the scholastic standing of the student can not be effected between anniversary dates of the policy.

The Good Student discount cannot be applied in conjunction with the Student Away at School discount.

Class Code	Discount
17	15%
18	15%
20	10%
21	10%
25	10%
26	10%

### 2. Student Away at School Discount

The applicable Student Away at School Discount applies to the premiums for Single Limit Liability or Bodily Injury and Property Damage Liability, Medical Payments, PIP, Comprehensive and Collision as shown in the chart below provided that all of the following criteria are met:

- a. The operator is classified in one of the following inexperienced operator classes: 17, 18, 20, 21, 25 or 26.
- b. The operator is a student residing at an accredited educational institution over 100 road miles from the automobile's place of principal garaging.
- c. The student operator does not have regular access to the covered vehicle while at school.

The Student Away at School discount cannot be applied in conjunction with the Good Student discount.

Class Code	Discount
17	10%
18	5%
20	15%
21	15%
25	15%
26	15%

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## Discount Rules

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### 3. Advanced Driver Training Discount

A **5%** discount shall apply to the premiums for Single Limit Liability or Bodily Injury and Property Damage Liability, Medical Payments, Personal Injury Protection, and Collision Coverage for an operator in class 17, 18, 20, 21, 25 or 26 who has successfully completed an advanced driver training program at an advanced driver training school certified by the Registrar of Motor Vehicles.

The eligible operator must provide the insurer with a certificate which evidences the satisfactory completion of the program after the advanced driver training school has been certified by the Registrar of Motor Vehicles.

The discount will be applied at the policy inception or renewal which immediately follows the completion of the program and will be available for three consecutive policy years, provided the eligible operator remains in an inexperienced operator classification.

The discount will be applied to the private passenger automobile(s) to which the eligible operator is assigned.

### 4. Multi-Car Discount

A 5% multi-car discount applies if more than one private passenger auto is owned by an individual or owned jointly by two or more resident relatives, and two or more such autos are insured in the same company for any of the following coverages: Single Limit Liability or Bodily Injury and Property Damage Liability, Personal Injury Protection, Medical Payments, Comprehensive or Collision.

The Multi-Car Rating Factor is also applicable if one private passenger auto is owned by an individual or owned jointly by two or more resident relatives, and a corporately-owned vehicle is furnished for the regular use of the named insured or a resident relative.

### 5. Vehicles Equipped with Anti-Theft or Vehicle Recovery Devices

To qualify for a discount on Comprehensive Coverage or other combination of specified perils which afford Theft Coverage, the vehicle must be equipped with a device described below.

If a vehicle is equipped with more than one qualifying device the single highest discount shall apply.

If one of the qualifying devices is a Category IV or V device, the applicable discount shall be as stated in the chart below.

Refer to Company for required evidence of installation of anti-theft or vehicle recovery devices prior to granting a discount.

#### Definitions:

- a. **Alarm** is a device which emits sounds audible at 300 feet or more.
- b. **Electronic Lock** or Keyless Entry is an electronic coding device that has more than 10,000 combinations. The combination used to unlock the device can be entered through a keypad or remote activation.
- c. **Non-Passive** device is a system designed to remain inoperative and nonfunctional until actively engaged by the user.
- d. **Passive** is a device designed to become automatically operative when the key is removed from the ignition or is in the off position.
- e. **Tubular Lock** is a lock that can be opened only by a cylindrical key and which has at least 50,000 combinations.

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## Discount Rules

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Category	Discount
I	5%
II	15%
III	20%
IV	20%
IV + I	25%
IV + II	30%
IV + III	35%
V	25%
V + I	28%
V + II	32%
V + III	36%

### **Category I - 5%**

A device qualifies as a Category I anti-theft device if it meets the requirements of one of the devices below:

**(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.

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. Reattachment 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.



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**Discount Rules**

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**Category II - 15%**

A device qualifies as Category II anti-theft device if it meets the requirements of one of the devices below:

**(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) 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.

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**Discount Rules**

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**Category III - 20%**

A device qualifies as a Category III anti-theft device if it meets the requirements of one of the devices listed below.

**(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.
- (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.

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## Discount Rules

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### (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.

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**Discount Rules**

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**(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 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.

**(k) Chip Key**

This device allows only the correct ignition key(s) to start the engine. The system prevents the motor vehicle from being started unless the key to the ignition enables the correct signal. The three types of systems that qualify are:

- (i) Transponder immobilizer system: system must detect the proper transponder value from the chip in the key in order to start the engine.
- (ii) VATS/PASS Key system: system must detect the proper resistance value in the key in order to start the engine.
- (iii) Passlock system: system must detect the proper R-code within the ignition lock or ignition switch to start the engine. This system does not have a chip in the key. The key turns the Passlock cylinder which provides the R-code.

**Category IV – 20%**

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.

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## Discount Rules

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### **Category V - 25%**

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.

#### 6. Passive Restraint Discount

A 25% discount shall apply to PIP and/or Medical Payments Coverage **only**. To qualify, the private passenger auto must be equipped with an automatic occupant restraint conforming to the federal crash protection requirements and meeting the criteria of either paragraph a. or b. below:

- a. an airbag installed for either the driver's seating position or both front outboard designated seating positions,
- b. an automatic seatbelt installed for either the driver's seating position or both front outboard designated seating positions.

#### 7. Anti-Lock Brake System

A **5%** discount on Single Limit Liability or Bodily Injury and Property Damage Liability coverages shall be afforded for those private passenger autos which are equipped with a factory installed four wheel Anti-Lock Braking System (ABS).

#### 8. Excess Vehicle Credit

If there are more vehicles than drivers, a credit will be applied to the extra vehicle(s) as follows:

Number of Excess Vehicles	Credit
1	25%
2	30%
3	35%
4	40%
5+	45%

The credit is applied in determining the premiums for the following coverage for each auto that qualifies: Single Limit Liability or Bodily Injury and Property Damage Coverage, Medical Payments Coverage, Personal Injury Protection, Comprehensive, and Collision Coverage.

#### 9. Package Credit

The auto policy may be written on an individual basis or as part of a package policy to be eligible for a package credit. To qualify for a package credit, individual Auto, Home, and Umbrella policies must be written under the same policy number.

The package discount will be applied to the base premiums for Single Limit Liability or Bodily Injury and Property Damage Liability, Uninsured/Underinsured Motorists Coverage, Comprehensive and Collision.

The discount does not apply to optional endorsement premiums.

The package discount is **10%**.

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## Discount Rules

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### 10. Continuous Insurance Credit

The following credits apply to the Single Limit Liability or Bodily Injury and Property Damage Liability Coverages, Medical Payments, Personal Injury Protection, Comprehensive and Collision Coverages, and Optional Coverages if the insured maintains continuous motor vehicle insurance for three or five years with the Company or an affiliate and/or one other carrier. Continuous insurance is defined as no lapse in coverage.

Years	Credit
3	2%
5	4%

### 11. Account Credit

A **5%** discount applies to the Single Limit Liability or Bodily Injury and Property Damage Liability Coverages, Medical Payments, Personal Injury Protection, Comprehensive and Collision Coverages, and Optional Coverages if the annual premium associated with all lines written with the Company or its affiliates is \$25,000 or greater, prior to the discount applying.

### 12. Valuables Credit

A discount applies to the Single Limit Liability or Bodily Injury and Property Damage Liability Coverages, Medical Payments, Comprehensive and Collision Coverages, and Optional Coverages if the insured maintains a Valuables policy with at least

Total limit of \$75,000 or Jewelry limit of \$25,000:	5%
Total limit of \$150,000 or Jewelry limit of \$100,000:	8%

### 13. Annual Mileage Credit

A discount shall be applied to the Single Limit Liability or Bodily Injury and Property Damage Liability Coverages, Uninsured Motorists Coverage, Underinsured Motorists Coverage, Medical Payments, PIP and Collision Coverages upon request when the annual mileage of the vehicle is less than 7,500 miles as shown in the chart below. 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.

Mileage	Credit
0 – 5,000	10%
5001 - 7500	5%

#### 1. Eligibility

The vehicle must be a private passenger vehicle as defined in these rules pages, 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.

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## Discount Rules

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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 points under a merit rating plan.

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## Merit Rating Plan Rules

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**A. Driving Record/Experience Period**

Each listed operator on a policy is assigned a merit rating code based on the operator's driving history record and reported to the company by the Merit Rating Board.

The merit rating code reflects the number, type, and age of at-fault accidents and traffic violations during the policy experience period.

The policy experience period is the six year period immediately preceding the effective date of the policy.

At-fault accidents and traffic violations that occurred more than five years prior to the policy effective date are not considered in the determination of the merit rating code.

**B. 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 the company receives an authorized inquiry response from the Merit Rating Board indicating the operator's merit rating 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 will 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 will 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 must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating 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 the company receives an authorized inquiry response from the Merit Rating Board with the operator's merit rating 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, the company must 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 merit rating code.

**C. Determination of Merit Rating Code**

Points are assigned as follows:

Conviction Type	Points	Accident Type	Points
Minor Traffic Law Violation	2	Minor At-Fault Accident	3
Major Traffic Law Violation	5	Major At-Fault Accident	4

An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault. An at-fault accident is defined as minor only if it resulted in a claim payment for bodily injury liability, property damage liability, or collision of at least \$500 and up to \$2,000. An at-fault accident is defined as major only if it resulted in a claim payment of more than \$2,000.

If the most recent at-fault accident or traffic violation occurred less than three years prior to the policy effective date, the operator's merit rating code will equal the sum of the points accumulated for at-fault accidents and traffic violations that occurred during the five years immediately preceding the effective date of the policy. If the most recent at-fault accident or traffic violation occurred more than three years prior to the policy effective date, and the number of at-fault accidents and traffic violations in the past five years is three or less, the operator's merit rating code is equal to the sum of the points accumulated for at-fault accidents or traffic violations that occurred during the five years immediately preceding the effective date of the policy minus the total number of at-fault accidents or traffic violations that occurred during that same time period.



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## Merit Rating Plan Rules

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In no event shall the points for any at-fault accident or traffic violation be reduced below zero.

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.

If there are no at-fault accidents or traffic violations attributable to an operator during the six years immediately preceding the policy effective date, the operator's merit rating code is 99. If there are no at-fault accidents or traffic violations attributable to an operator during the five years immediately preceding the policy effective date, the operator's merit rating code is 98.

### **D. Calculation of Premium Adjustment**

The merit rating code is used to determine the merit rating factor that is applied to CSL or Bodily Injury and Property Damage Liability, Personal Injury Protection, and Collision. A merit rating code of 99 means the operator is eligible for the Excellent Driver Plus discount; and a merit rating code of 98 means the operator is eligible for the Excellent Driver discount.

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## Miscellaneous Rules

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### Model Year for Comprehensive and Collision Coverages

- A. The model year of the auto is the year assigned by the auto manufacturer.
- B. Rebuilt or Structurally Altered Autos - the model year of the chassis determines the model year of the auto.
- C. If the factors for a model year are not displayed in the Relativity Factor Tables, multiply the factor for the latest model year/desired symbol shown in the Table by 1.05 for each model year above the latest model year. For example, if 2012 is the latest model year shown in the Table, the factor for model year 2014 is calculated by multiplying the 2012/desired symbol factor by 1.10 (1.05 X 1.05, rounded to two decimal places).
- D. Use the last two digits of the model year for coding purposes. For example, code 2011 vehicles as 11, 2012 as 12, etc.

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### Rating Procedures for Symbols Not Displayed on the Relativity Factor Tables

#### 1. 2011 and Later Model Years – Symbol 98 Vehicles

Develop the base rates for Symbol 98 vehicles as follows:

##### a. Comprehensive

- (1) Increase the factor for Symbol 70 by +0.50 for each \$10,000 or fraction of \$10,000 above \$150,000 of Original Cost; and
- (2) Apply this factor to the Symbol 11 rate for the applicable model year.

##### b. Collision

- (1) Increase the factor for Symbol 70 by +0.39 for each \$10,000 or fraction of \$10,000 above \$150,000 of Original Cost; and
- (2) Apply this factor to the Symbol 11 rate for the applicable model year.

#### 2. 1990 – 2010 Model Years – Symbol 27 Vehicles

Develop the base rates for Symbol 27 vehicles as follows:

##### a. Comprehensive

- (1) Increase the factor for Symbol 26 by +0.50 for each \$10,000 or fraction of \$10,000 above \$80,000 of Original Cost; and
- (2) Apply this factor to the Symbol 8 rate on the rate pages for the applicable model year.

##### b. Collision

- (1) Increase the factor for Symbol 26 by +0.39 for each \$10,000 or fraction of \$10,000 above \$80,000 of Original Cost; and
- (2) Apply this factor to the Symbol 8 rate on the rate pages for the applicable model year.

## Miscellaneous Rules

### 3. 1989 and Prior Model Year Vehicles

Apply the following factors to the Symbol 8/Base Model Year rate:

Symbol	COMPREHENSIVE		
	1981-1989 Model Years	1976-1980 Model Years	1975 & Prior Model Years
	Factor	Factor	Factor
1	0.12	0.12	0.12
2	0.12	0.12	0.12
3	0.12	0.12	0.12
4	0.12	0.12	0.12
5	0.14	0.14	0.14
6	0.22	0.22	0.22
7	0.28	0.28	0.28†
8	0.36	0.36	
10	0.46	0.46	
11	0.55	0.55	
12	0.65	0.65	
13	0.78	0.78	
14	0.93	0.99	
15	1.11		
16	1.29		
17	1.50		
18	1.74		
19	2.02		
20	2.36		
21	2.95		

Symbol	COLLISION		
	1981-1989 Model Years	1976-1980 Model Years	1975 & Prior Model Years
	Factor	Factor	Factor
1	0.20	0.20	0.20
2	0.20	0.20	0.20
3	0.20	0.20	0.20
4	0.20	0.20	0.20
5	0.25	0.25	0.25
6	0.30	0.30	0.30
7	0.34	0.34	0.34†
8	0.38	0.38	
10	0.42	0.42	
11	0.47	0.47	
12	0.51	0.51	
13	0.57	0.57	
14	0.63	0.66	
15	0.71		
16	0.79		
17	0.86		
18	0.93		
19	1.01		
20	1.11		
21	1.30		

#### † 1975 And Prior Model Year Vehicles Above \$10,000:

- COMPREHENSIVE: Increase the Symbol 7 rate by 20% for each \$1,000 or fraction of \$1,000 above \$10,000 of Original Cost.
- COLLISION: Increase the Symbol 7 rate by 5% for each \$1,000 or fraction of \$1,000 above \$10,000 of Original Cost.

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## Miscellaneous Rules

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### 3. Original Cost Means:

- a. Original F.O.B. List Price for autos built in the U.S.;
- b. Original Cost New in U.S. for specially built autos; or
- c. Original Cost New in U.S. for imported autos.

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### Suspension

- A. Under any policy providing just physical damage coverage, only Collision may be suspended.
- B. Liability coverages may not be suspended for risks for which a financial responsibility filing is in effect.
- C. Insurance may be suspended in accordance with the following provisions provided the period of suspension is at least thirty (30) consecutive days:
  1. Insurance may be reinstated upon the named insured's request effective not earlier than receipt of such request by the company or any of its authorized representatives.
  2. Reinstatement shall not extend the policy beyond its original expiration date.
  3. Premium adjustment on a pro-rata basis shall be made at the time of suspension or reinstatement. The premium for suspended coverages will be refunded for the remainder of the current policy period, and the premium for reinstate coverages will be billed in accordance with the company's regular billing procedures.
- D. If liability or Collision is suspended on all owned autos, coverage for which separate premiums apply -- including Uninsured Motorists Coverage and Medical Payment Coverage - may be continued in force without premium adjustment for these coverages.
- E. If liability or Collision is suspended on all private passenger autos owned by an individual or spouses, use of other autos coverage, for liability only, will be continued in force with no additional premium charge.
- F. Insurance covering a private passenger auto which is withdrawn from service for a period of at least thirty (30) consecutive days because of strike, may be suspended. Pro rata return premium on such vehicles shall be granted in accordance with Section C., provided the named insured furnishes the company with a letter requesting the return premium. The letter shall be written on the named insured's letterhead, signed by an executive of the company, and shall include the following:
  1. A description of each auto.
  2. The dates between which it was laid up because of the strike.
  3. A statement by the named insured that he agrees to reimburse the company for any payment made by the company on account of any accident, claim or suit involving a coverage for an auto described in the letter for which return premium has been allowed by the company.

## Miscellaneous Rules

### Uninsured Motorists Coverage

A. This form of auto insurance shall be afforded under every auto liability policy issued or delivered to the owner of a motor vehicle registered or principally garaged in Massachusetts.

This form of insurance must apply to all vehicles on the policy.

This coverage is excess over Personal Injury Protection Coverage.

Attach AUTO586 – Massachusetts Uninsured Motorists Coverage

Exceptions:

1. The named insured has the right to select lower limits but not less than the Financial Responsibility Limits.

### B. Rates

#### 1. Basic Limits - Bodily Injury

Base rates for \$100,000 Single Limit Uninsured Motorist Coverage and \$100,000/\$300,000 Split Limits Bodily Injury are displayed on the territory rate pages.

#### 2. Increased Limits – Bodily Injury

Increased limits may be afforded but may not be in excess of the Single Limit Liability limit or Bodily Injury Liability limits on the policy.

Apply the appropriate factor listed below to the Uninsured Motorist base rate for each car.

Single Limits	Factor	Split Limits	Factor
\$100,000	1.00	\$20,000/\$40,000	0.64
\$300,000	1.43	\$100,000/\$300,000	1.00
\$500,000	1.86	\$250,000/500,000	1.23
		\$500,000/1,000,000	1.82

The provisions of Classifications and Merit Rating Plan rules do not apply to the rates for this coverage.

### Underinsured Motorists Coverage

A. Underinsured Motorists Coverage shall be made available upon the request of the named insured under the following conditions:

1. The Underinsured Motorists limits provided may not be greater than the Liability limits of the policy.
2. Underinsured Motorists Coverage shall be provided at the same limit as Uninsured Motorists Coverage.
3. Underinsured Motorists Coverage must apply to all vehicles insured under the policy.
4. This coverage is excess over Personal Injury Protection Coverage.

### B. Rates

1. Base rates for \$100,000 Single Limit and \$100,000/300,000 Split Limit coverage are displayed on the territory rate pages.

2. Apply the appropriate factor listed below to the Underinsured Motorist base rate for each car.

3. The rates are not subject to classification rating or modification by any rating plan.

Single Limits	Factor	Split Limits	Factor
\$100,000	1.00	\$20,000/\$40,000	0.00
\$300,000	2.03	\$100,000/\$300,000	1.00
\$500,000	3.61	\$250,000/500,000	2.79
		\$500,000/1,000,000	7.40

Attach AUTO587 – Massachusetts Underinsured Motorists Coverage

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## Miscellaneous Rules

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**Deductible Insurance**

- A. Deductible liability insurance is not available for vehicles classified and rated in accordance with the rules of this manual.
- B. Collision Deductibles For Which No Premium Is Shown: Apply the following factor to the \$1,000 deductible premium:

DEDUCTIBLE	FACTOR
<b>\$300</b>	1.81
<b>\$500</b>	1.58
<b>\$1,000</b>	1.00
<b>\$2,500</b>	0.77
<b>\$5,000</b>	0.67
<b>\$10,000</b>	0.44

A deductible reserve is set up for each vehicle when a \$1,000 or higher collision deductible is chosen. Refer to the endorsement for details.

Attach AUTO83 – Deductible Reserve – Collision

- C. Comprehensive Deductibles For Which No Premium Is Shown: Apply the following factor to the \$1,000 deductible premium:

DEDUCTIBLE	FACTOR
<b>\$300</b>	1.55
<b>\$500</b>	1.52
<b>\$1,000</b>	1.00
<b>\$2,500</b>	0.87
<b>\$5,000</b>	0.67
<b>\$10,000</b>	0.50

A deductible reserve is set up for each vehicle when a \$1,000 or higher comprehensive deductible is chosen. Refer to the endorsement for details.

Attach AUTO82 – Deductible Reserve - Comprehensive

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## Miscellaneous Rules

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### Optional Collision Coverages

#### A. Full Collision - Deductible Waiver

1. Full Collision is available only if the named insured elects to purchase Collision Coverage.
2. This Coverage will waive the Collision deductible provided the operator of the insured vehicle was not more than 50% at-fault. Refer to the applicable endorsement for details.
3. Add the appropriate charge listed below to the otherwise applicable Collision premium.

Collision Deductible	Charge
300	\$10
500	\$13
1000	\$16
2500	\$29
5000	\$50
10000	\$100

Attach AUTO591 – Massachusetts Collision Coverage Waiver of Deductible

#### B. Limited Collision Coverage

1. Limited Collision is available only if the named insured does not elect to purchase Collision Coverage.
2. This Coverage will provide payment, less the applicable deductible, to an insured person provided the operator of the insured vehicle was not more than 50% at-fault. Refer to the applicable endorsement for details.
3. Apply the appropriate factor from the chart below to the otherwise applicable Limited Collision premium.

Collision Deductible	Factor
300	1.88
500	1.86
1000	1.00
2500	0.58
5000	0.50
10000	0.33

Attach AUTO592 – Massachusetts Limited Collision Coverage

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## Miscellaneous Rules

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### Optional Comprehensive Coverage

#### Fire, Theft or Larceny Coverage

1. Fire, Theft or Larceny Coverage is available only if the named insured elects to purchase Fire, Theft or Larceny Coverage.
2. This coverage will provide Comprehensive Coverage on a named peril basis for fire, theft and larceny.
3. Collision coverage is not available if Fire, Theft or Larceny coverage is selected.
4. Charge 70% of the otherwise applicable Comprehensive premium.

Attach AUTO590 – Massachusetts Fire, Theft or Larceny Coverage

### Compulsory Liability Coverage

The insured has the option to select Compulsory Liability Coverage. Under this option liability coverage is limited to the Financial Responsibility limits required by Massachusetts.

1. Liability coverage is limited to accidents that occur in Massachusetts only.
2. Liability coverage is limited to the operator of the vehicle only.

Apply the appropriate factor from the chart below to the Bodily Injury and Property Damage Liability rates.

Class	Factor
10	0.92
15	0.96
17	0.90
18	0.95
20	0.92
21	0.94
25	0.91
26	0.90
30	0.87

Attach AUTO589 – Massachusetts Compulsory Motor Vehicle Liability Coverage



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## Miscellaneous Rules

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### Personal Injury Protection

A. Personal Injury Protection Coverage shall be afforded under every auto liability policy covering a motor vehicle delivered or issued for delivery in Massachusetts.

Attach AUTO588 – Massachusetts Personal Injury Protection Coverage

B. The basic limit of liability for Personal Injury Protection Coverage is \$8,000 and includes Medical and Funeral Expenses, Loss of Income and Replacement Services.

C. An insurer shall offer the option to purchase a PIP deductible on policies insuring individually owned private passenger type vehicles and motor homes under the following conditions:

1. The deductible applicable to the Named Insured Only is available if the named insured is the only member of the household, regardless of the number of vehicles owned. 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 this rule. In this case, the same form of deductible must apply to both lawfully married individuals.
2. The deductible applicable to the Named Insured Only **or** Named Insured and Resident Relatives is available if there are two or more members in the household and there is one vehicle in the household.
3. The deductible applicable to the Named Insured and Resident Relatives 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.
4. The same deductible election shall apply to all vehicles insured under one policy.

<b>Factor Applicable to PIP Rate Shown on the Rate Pages</b>		
<b>Deductible Amount</b>	<b>Per Accident Deductible Applicable to Named Insured Only</b>	<b>Per Accident Deductible Applicable to Named Insured and Resident Relatives</b>
<b>0</b>	1.00	1.00
<b>\$100</b>	0.98	0.98
<b>\$250</b>	0.96	0.95
<b>\$500</b>	0.92	0.90
<b>\$1000</b>	0.86	0.81
<b>\$2000</b>	0.74	0.65
<b>\$4000</b>	0.63	0.52
<b>\$8000</b>	0.55	0.41

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### 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.

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**Miscellaneous Rules**

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**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 Bodily Injury Liability and Property Damage Liability shall be construed to have the necessary limits of liability of the state or province.

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 premium adjustments to be added to the otherwise applicable premiums 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 surcharge in Section B to the sum of the total of the Bodily Injury and Property Damage Liability and Personal Injury Protection premiums 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 surcharge in Section B to the total premium for Bodily Injury and Property Damage Liability and Personal Injury Protection for the highest rated automobile owned by the insured, modified in accordance with any applicable rating plan.

**2. Non-Owners**

If the policy is written to insure a Named Operator or Named Non-Owner, the additional premium shall be computed by applying the applicable surcharge in Section B to the total bodily injury and property damage premium for the policy.

**B. Surcharges**

1. A 50% surcharge is applicable if the certificate is required for a conviction listed below. This surcharge 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% surcharge 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% surcharge is applicable if the certificate is required for a conviction listed below. This surcharge 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% surcharge applies.
  - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results there from.
  - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results there from.
3. A 5% surcharge is applicable if the certificate is required for any other cause.
4. Surcharges are to be applied to the final premium for CSL, Bodily Injury and Property Damage Liability and Personal Injury Protection.

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**Miscellaneous Rules**


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**Increased Limits**

## A. Liability

Use the base rates displayed on the rate pages.

The following tables contain the factors to be applied to the basic \$300,000 Single Limit Liability or \$250,000/500,000 Split Limit Bodily Injury Liability and \$100,000 Property Damage Liability rates:

Single Limits	Factor
<b>\$300,000</b>	1.00
<b>\$500,000</b>	1.25

Split Limits	Factor
<b>\$20,000/\$40,000</b>	0.32
<b>\$100,000/300,000</b>	0.77
<b>\$250,000/500,000</b>	1.00
<b>\$500,000/1,000,000</b>	1.50

Property Damage	Factor
<b>\$5,000</b>	0.78
<b>\$100,000</b>	1.00
<b>\$250,000</b>	1.02
<b>\$500,000</b>	1.04

## B. Medical Payments

1. Limits – Medical Payments coverage may be increased to a maximum limit of \$100,000.
2. This coverage is excess over PIP.
3. The following table contains the factors to be applied to the basic \$5,000 Medical Payments Coverage rate displayed on the rate pages:

LIMIT	FACTOR
<b>\$5,000</b>	1.00
<b>\$10,000</b>	1.32
<b>\$25,000</b>	2.00
<b>\$50,000</b>	2.32
<b>\$100,000</b>	2.74

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**Optional Coverage Rules**


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**Agreed Value**

1. Agreed Value Coverage
  - a. Coverage may only be offered for private passenger autos, pickup trucks and vans.
  - b. The vehicle must have Comprehensive and Collision Coverage.
  - c. Agreed Value is the value of the vehicle as shown on the Declarations Page. Agreed Value may be established in one of the following ways: cost new, sticker price, lease papers, loan papers, NADA, The Red Book, or an appraisal.
  - d. The basic Agreed Value premium charge is based on the vehicle's agreed value and is in addition to the vehicle's Comprehensive and Collision premiums as determined under the Premium Determination rules in this manual:

AGREED VALUE	PREMIUM	AGREED VALUE	PREMIUM
\$0 - \$30,000	\$ 22	\$60,001 - \$90,000	75
\$30,001 - \$60,000	48	\$90,001 or more	100

- e. If the Agreed Value is more than the Market Value, add \$10.00 for every \$1,000, or fraction thereof, of the difference.
- f. Market Value means the average retail value as defined in the most current "Red Book/Blue Book/NADA Book" at the time the policy is issued or renewed (rounded to the nearest 100). Market Value does not include optional equipment that is not already considered in the book's option package code.

Attach AUTO22 – Agreed Value Coverage

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**Optional Coverage Rules**


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## 2. Classic Auto Coverage

A Classic Auto is a private passenger type motor vehicle which is ten or more years old. Its value is significantly higher than the average value of other autos of the same make and model year.

- a. The vehicle must have Comprehensive Coverage.
- b. Determine the agreed value of coverage applicable to the vehicle. Agreed value is established by an appraisal. The value remains constant at each renewal unless a subsequent appraisal increases or decreases the value.
- c. Assign a symbol based on the agreed value from the table for Price/Symbol Chart located in the reference pages of the ISO S&I Manual corresponding to the model year of the vehicle.
- d. Classify and rate as a private passenger auto using the base rate, as calculated below, for the current model year.

<b>Liability, Uninsured Motorist / Underinsured Motorist, Medical Payments and PIP</b>	10.3% of private passenger premium
<b>Comprehensive, Collision</b>	37.1% of private passenger premium for each applicable coverage

- e. The Agreed Value premium charge is a flat charge based on the value of the vehicle in addition to the Comprehensive and Collision premiums:

<b>Value</b>	<b>Rate</b>
<b>\$0 - \$15,000</b>	<b>\$40</b>
<b>\$15,001 - \$40,000</b>	<b>\$80</b>
<b>\$40,001 - \$60,000</b>	<b>\$150</b>

- f. Agreed Value amounts over \$60,000 may be purchased. The rate is \$10 for every additional \$1,000 of value or fraction.

Attach AUTO609 – Massachusetts Classic Auto Agreed Value Coverage

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**Coverage for Electronic Equipment and Accessories**

1. The Auto policy may be endorsed to cover loss of or damage to any device or instrument designed as a citizen band radio, scanner, two-way mobile radio or telephone -- including its accessories, equipment and antenna -- if the equipment is permanently installed in the auto. This coverage includes tapes, wires, discs and other accessories used with sound reproduction equipment permanently installed in the auto.
2. Premium charges per vehicle are as follows:

<b>AMOUNT OF COVERAGE</b>	<b>PREMIUM</b>
<b>\$0 - 1,000</b>	<b>\$57</b>
<b>1,001 - 2,500</b>	<b>127</b>
<b>2,501 and over</b>	<b>234</b>

Attach AUTO9 – Coverage for Electronic Equipment and Accessories

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## Optional Coverage Rules

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### Customizing Equipment Coverage for Vans, Pickups and Panel Trucks Only

When Comprehensive and/or Collision coverages are afforded, the base rate is determined as follows:

1. Determine the Original Cost New of the vehicle, including the value of the customized equipment.
2. Determine a symbol, based on the amount developed above, from the tables in the ISO Symbol and Identification Manual corresponding to the model year of the vehicle.
3. Develop the premium according to the Premium Determination Rule, using the symbol determined above.

Attach AUTO10 – Customizing Equipment Coverage

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### Replacement Cost Coverage

- a. Coverage may only be offered to a vehicle with a model year within the prior three years.
- b. The vehicle must have Comprehensive and Collision Coverage.
- c. A vehicle is no longer eligible for Replacement Cost Coverage if it is more than 9 years old.
- d. List Cost New may be established in one of the following ways: cost new, sticker price, lease papers, loan papers, NADA, The Red Book, or an appraisal.
- e. Market Value is determined by applying the appropriate factor to the List Cost New for each year since the model year.

AGE OF VEHICLE	FACTOR	AGE OF VEHICLE	FACTOR
1	0.75	5	0.85
2	0.88	6	0.85
3	0.88	7	0.86
4	0.86	8-9	0.87

- f. Current Model Year Price is determined by applying the appropriate factor to the List Cost New for each model year after the current model.

AGE OF VEHICLE	FACTOR	AGE OF VEHICLE	FACTOR
1	1.03	5	1.03
2	1.03	6	1.03
3	1.03	7	1.03
4	1.03	8-9	1.03

- g. The basic Replacement Cost premium charge is based on the vehicle's List Cost New and is in addition to the vehicle's Comprehension and Collision premiums as determined under the Premium Determination rules in this manual:

LIST COST NEW	PREMIUM	LIST COST NEW	PREMIUM
\$0 - \$30,000	\$ 22	\$60,001 - \$90,000	75
\$30,001 - \$60,000	48	\$90,001 or more	100

- h. Add to the basic Replacement Cost Coverage premium, \$10.00 for every \$1,000, or fraction thereof, of the difference between the calculated Market Value and the Current Model Year Price.

Attach AUTO460 – Replacement Cost Coverage

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## Optional Coverage Rules

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### **Vehicles Held In Trust or by Limited Liability Company**

An auto policy may be issued in the name of a trust and trustee(s) or Limited Liability Company (LLC) when the title of the vehicle(s) is held by a trust or LLC. If the title is held in trust, the grantor of the trust must be an individual or spouses. All vehicles insured under the policy are owned by the trust or LLC.

There is no premium charge for this endorsement.

Attach AUTO472 – Vehicles Held In Trust Or By Limited Liability Company

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### **Window Glass Coverage**

When Comprehensive coverage is afforded, a separate \$100 window glass deductible is available at the option of the insured.

Charge 84% of the comprehensive premium.

Attach AUTO608 – Massachusetts Window Glass Coverage

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## Miscellaneous Type Vehicle Rules

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### Motor Homes

A motor home is a self propelled motor vehicle with a living area that is an integral part of the vehicle chassis or a pickup with a permanently attached camper body. The living area or camper body must include facilities for cooking and sleeping.

Liability, Medical Payments and Uninsured Motorists

1. Motor Homes used in driving to or from work or used in business – Classify and rate as private passenger autos.
2. Pleasure Use Motor Homes – Charge **50%** of the otherwise applicable base rates for private passenger autos. The Safe Driver Insurance Plan does not apply.

Physical Damage

1. Determine the value, including the value of any additional facilities or equipment. Additional facilities or equipment may include cooking, dining, sleeping, plumbing or refrigeration facilities, rooftop air conditioners, awnings, cabanas, or other equipment designed to be used with the motor home.
2. a. Assign a symbol based on the stated amount, using the Price/Symbol Chart in the ISO Symbol and Identification Manual corresponding to the model year of the motor home. Refer to the rate pages to determine base rates for the appropriate symbol and model year of the motor home.
  - b. If the symbol is not displayed, to develop base rates, determine rates in accordance with Rating Procedures for Symbols Not Displayed on the Relativity Factor Tables Rule, depending on the model year of the motor home.

**Exception:** For 1989 and prior model year motor homes with a stated amount value of \$65,001 and over, increase the Symbol 20 Base Rate as follows:

- (1) Comprehensive – **1.7%** for each \$1,000 or part of \$1,000 in excess of \$65,000.
- (2) Collision – **1.4%** for each \$1,000 or part of \$1,000 in excess of \$65,000.

- c. Motor Homes used in driving to or from work or used in business – Classify and rate as private passenger autos, using the base rates calculated in a. or b. above.
- d. Pleasure Use Motor Homes – Charge **35%** of the base rates calculated in a. or b. above. The Safe Driver Insurance Plan does not apply.
- e. For custom built Motor Homes, the model year of the chassis determines the model year of the motor home

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### Trailers Designed For Use With Private Passenger Autos

Liability

An Auto policy affording liability coverage covers trailers designed for use with a private passenger auto, pickup, or van, and camper bodies designed for use with a pickup, without additional premium charge and without specific description of the trailer or camper body.

**Exceptions:** Coverage is not provided for a trailer or camper body:

- (1) used for business purposes with other than a private passenger auto or owned pickup, panel truck or van; or
- (2) when no auto is owned by the insured.



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## Miscellaneous Type Vehicle Rules

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### Medical Payments

An Auto policy affording Medical Payments coverage provides coverage for trailers designed for use with private passenger auto, pickup or van, and camper bodies designed for use with a pickup, without additional premium charge and without specific description of the trailer or camper body.

**Exceptions:** Coverage is not provided for a trailer:

- (1) used for business purposes with other than a private passenger auto or owned pickup or van;
- (2) when no auto is owned by the insured; or
- (3) located for use as a residence or premises.

### Liability and Medical Payments

Liability and Medical Payments coverage is afforded without additional premium charge for farm wagons and farm implements when attached to a private passenger auto, pickup or van.

### Physical Damage

Trailers and camper bodies are to be insured as separate items with separate premiums shown for each unit. The deductible applies separately to each unit.

#### 1. Recreational Trailers and Camper Bodies

- a. A recreational trailer is a non-self propelled recreational unit equipped as living quarters including cooking, dining, sleeping, plumbing and/or refrigeration facilities.
- b. A camper body is a non-self-propelled unit designed to be transported by a pickup, with or without cooking, dining, sleeping, plumbing and/or refrigeration facilities.

To be eligible for coverage, the insured must maintain a separate and permanent residence other than the recreational trailer or camper body.

Comprehensive and Collision - Use Motor Home rates.

#### 2. All Other Trailers

DEDUCTIBLE	COMPREHENSIVE RATES PER \$100	COLLISION RATES PER \$100
<b>\$250</b>	\$0.94	\$0.76
<b>\$500</b>	\$0.89	\$0.71
<b>\$1000</b>	\$0.74	\$0.56
<b>\$2500</b>	\$0.63	\$0.44

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## Miscellaneous Type Vehicle Rules

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### Motorcycles, Mopeds, Motor Scooters, Motorbikes, Go-Carts and Any Other Similar Motor Vehicles Not Used For Business Purposes.

Liability
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Charge the following percentage of the private passenger liability base rate:

ENGINE SIZE CC	INEXPERIENCED OPERATORS	EXPERIENCED OPERATORS
<b>0-50</b>	42%	28%
<b>51-100</b>	56%	35%
<b>101-200</b>	70%	42%
<b>201-360</b>	84%	53%
<b>361-500</b>	98%	63%
<b>501 - 800</b>	112%	74%
<b>801-1000</b>	126%	84%
<b>Over 1000</b>	140%	95%

Passenger Hazard Exclusion – not available.

Uninsured Motorists and Medical Payments
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1. Uninsured Motorists – Charge **200%** of the private passenger base rate.
2. Medical Payments – Charge **400%** of the private passenger base rate.

Personal Injury Protection
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Personal Injury Protection Coverage for any operator or occupant of a motorcycle is excluded under the policy. The Personal Injury Protection premium shown in the chart below must be charged for all motorcycles subject to the compulsory law.

Engine Size	Inexperienced Operators	Experienced Operators
0-100	\$4	\$3
101-350	\$4	\$2
351-650	\$7	\$5
Over 650	\$6	\$4

Attach AUTO588 – Massachusetts Personal Injury Protection Coverage

## Miscellaneous Type Vehicle Rules

### Physical Damage

#### 1. Comprehensive

- a. 2011 and subsequent model year vehicles: Charge the applicable percentage of the symbol 3 rate for the model year of the vehicle.
- a. 1990-2010 model year vehicles: Charge the applicable percentage of the symbol 2 rate for the model year of the vehicle.
- b. 1989 and prior model year vehicles: charge the applicable percentage of the symbol 7 rate for the model year of the vehicle.

ALL MODEL YEARS		
Original Cost New	Inexperienced Operators	Experienced Operators
<b>0-400</b>	32%	21%
<b>401-600</b>	32%	21%
<b>601-900</b>	39%	28%
<b>901-1200</b>	60%	39%
<b>1201-1500</b>	81%	53%
<b>1501-1800</b>	102%	67%
<b>1801-2100</b>	119%	81%
<b>2101-2400</b>	140%	95%
<b>2401-2700</b>	161%	109%
<b>2701 and over</b>	+1% of symbol rate* for each \$100 over \$2700	+0.5% of symbol rate* for each \$100 over \$2700

\*Refer to 1.a. and 1.b.

#### 2. Collision

- a. 2011 and subsequent model year vehicles: Charge the applicable percentage of the symbol 3 rate for the model year of the vehicle.
- b. 1990-2010 and prior model year vehicles: Charge the applicable percentage of the symbol 2 rate for the model year of the vehicle.
- c. 1989 and prior model year vehicles: Charge the applicable percentage of the symbol 7 rate for the model year of the vehicle.

ALL MODEL YEARS		
Original Cost New	Inexperienced Operators	Experienced Operators
<b>0-400</b>	21%	14%
<b>401-600</b>	35%	21%
<b>601-900</b>	46%	32%
<b>901-1200</b>	60%	39%
<b>1201-1500</b>	67%	46%
<b>1501-1800</b>	77%	53%
<b>1801-2100</b>	88%	56%
<b>2101-2400</b>	105%	67%
<b>2401-2700</b>	116%	77%
<b>2701 and over</b>	+0.8%	+0.5% of
	symbol rate* for each \$100 over \$2700	symbol rate* for each \$100 over \$2700

\*Refer to 2.a. and 2.b.

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## Miscellaneous Type Vehicle Rules

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### Snowmobiles and All Terrain Vehicles

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

An all terrain vehicle is a four or six wheel motor vehicle equipped with balloon tires or crawler treads designed for use on rugged terrain or rugged terrain and water.

Liability
-----------

Charge 50% of private passenger base rates.

Medical Payments
------------------

Charge 200% of Private Passenger base rate.

Uninsured Motorists
---------------------

Charge the private passenger rate.

Physical Damage
-----------------

For Physical Damage Rates, use the premiums below per \$100 of insurance.

DEDUCTIBLE	COMPREHENSIVE RATES PER \$100	COLLISION RATES PER \$100
<b>\$250</b>	\$1.84	\$1.68
<b>\$500</b>	\$1.75	\$1.56
<b>\$1,000</b>	\$1.46	\$1.23
<b>\$2,500</b>	\$1.24	\$0.98

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## Miscellaneous Type Vehicle Rules

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### Dune Buggies

A dune buggy is a motor vehicle of the private passenger type designed or modified for use principally off public roads.

1. Registered Dune Buggies - Classify and rate as private passenger autos.
2. Non-Registered Dune Buggies

Liability
-----------

Charge 90% of private passenger base rates.

Medical Payments
------------------

Charge the private passenger base rate.

Uninsured Motorists
---------------------

Charge the private passenger rate

Physical Damage
-----------------

For Physical Damage Rates, use the premiums below per \$100 of insurance.

DEDUCTIBLE	COMPREHENSIVE RATES PER \$100	COLLISION RATES PER \$100
<b>\$250</b>	\$1.94	\$5.70
<b>\$500</b>	\$1.84	\$5.30
<b>\$1,000</b>	\$1.53	\$4.18
<b>\$2,500</b>	\$1.30	\$3.33

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## Miscellaneous Type Vehicle Rules

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**Golf Carts**

A golf cart is a vehicle with four wheels or less with limited speed capabilities, designed to carry golfers and their equipment.

Liability
-----------

Charge **25%** of the private passenger base rate.

Physical Damage
-----------------

For Physical Damage Rates, use the premiums below per \$100 of insurance.

DEDUCTIBLE	COMPREHENSIVE RATES PER \$100	COLLISION RATES PER \$100
<b>\$250</b>	\$0.65	\$0.80
<b>\$500</b>	\$0.61	\$0.74
<b>\$1,000</b>	\$0.51	\$0.59
<b>\$2,500</b>	\$0.43	\$0.47

**Antique Autos**

An antique auto, collectible or special interest auto is a motor vehicle of the private passenger type which is 25 or more years old and is maintained primarily for use in exhibitions, club activities, parades and other functions of public interest, and occasionally may be used for other purposes.

Liability, Medical Payments, PIP and Uninsured/Underinsured Motorists
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Charge 5% of the private passenger base rate.

NOTE: Personal Injury Protection coverage is to be afforded only where required.

Physical Damage
-----------------

For Physical Damage Rates, use the premiums below per \$100 of insurance. Physical Damage coverage is provided on an agreed value basis.

Attach AUTO435 - Antique Auto Agreed Value Coverage - (Physical Damage)

DEDUCTIBLE	COMPREHENSIVE RATES PER \$100	COLLISION RATES PER \$100
<b>\$250</b>	\$0.19	\$0.19
<b>\$500</b>	\$0.18	\$0.18
<b>\$1,000</b>	\$0.17	\$0.17
<b>\$2,500</b>	\$0.16	\$0.16

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## Class Plan Rating Factors

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### Rating Factors and Classification Codes

#### Operator Classifications

<b>Class Code</b>	<b>All Coverages EXCEPT Comprehensive</b>	<b>Comprehensive ONLY</b>
<b>10</b>	1.00	1.00
<b>15</b>	0.75	0.75
<b>17</b>	1.98	1.05
<b>18</b>	1.35	1.05
<b>20</b>	3.13	1.05
<b>21</b>	2.14	1.05
<b>25</b>	2.82	1.05
<b>26</b>	1.92	1.05
<b>30</b>	1.04	1.00

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**Class Plan Rating Factors**


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**Merit Rating Plan Factors**

	Experienced Operators Rate Classes 10, 15, or 30		Inexperienced Operators All Other Rate Classes	
	BI, PIP & PD	Collision	BI, PIP & PD	Collision
<b>Points</b>	<b>Credit Factors</b>			
Excellent Driver Plus	- 0.170	- 0.170	NA	NA
Excellent Driver	- 0.070	- 0.070	- 0.070	- 0.070
	<b>Credit/No Surcharge Factors</b>			
0	0.000	0.000	0.000	0.000
	<b>Surcharge Factors</b>			
1	0.150	0.150	0.075	0.075
2	0.300	0.300	0.150	0.150
3	0.450	0.450	0.225	0.225
4	0.600	0.600	0.300	0.300
5	0.750	0.750	0.375	0.375
6	0.900	0.900	0.450	0.450
7	1.050	1.050	0.525	0.525
8	1.200	1.200	0.600	0.600
9	1.350	1.350	0.675	0.675
10	1.500	1.500	0.750	0.750
11	1.650	1.650	0.825	0.825
12	1.800	1.800	0.900	0.900
13	1.950	1.950	0.975	0.975
14	2.100	2.100	1.050	1.050
15	2.250	2.250	1.125	1.125
16	2.400	2.400	1.200	1.200
17	2.550	2.550	1.275	1.275
18	2.700	2.700	1.350	1.350
19	2.850	2.850	1.425	1.425
20	3.000	3.000	1.500	1.500
21	3.150	3.150	1.575	1.575
22	3.300	3.300	1.650	1.650
23	3.450	3.450	1.725	1.725
24	3.600	3.600	1.800	1.800
25	3.750	3.750	1.875	1.875



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## Class Plan Rating Factors

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### Merit Rating Plan Factors

	<b>Experienced Operators Rate Classes 10, 15, or 30</b>		<b>Inexperienced Operators All Other Rate Classes</b>	
	BI, PIP & PD	Collision	BI, PIP & PD	Collision

<b>Points</b>	<b>Surcharge Factors</b>			
26	3.900	3.900	1.950	1.950
27	4.050	4.050	2.025	2.025
28	4.200	4.200	2.100	2.100
29	4.350	4.350	2.175	2.175
30	4.500	4.500	2.250	2.250
31	4.650	4.650	2.325	2.325
32	4.800	4.800	2.400	2.400
33	4.950	4.950	2.475	2.475
34	5.100	5.100	2.550	2.550
35	5.250	5.250	2.625	2.625
36	5.400	5.400	2.700	2.700
37	5.550	5.550	2.775	2.775
38	5.700	5.700	2.850	2.850
39	5.850	5.850	2.925	2.925
40	6.000	6.000	3.000	3.000
41	6.150	6.150	3.075	3.075
42	6.300	6.300	3.150	3.150
43	6.450	6.450	3.225	3.225
44	6.600	6.600	3.300	3.300
45	6.750	6.750	3.375	3.375

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**Base Rates/Rating Factor Tables**


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**STATE AUTO – ANNUAL BASE RATES**

	CSL	BI	PD	Med Pay	PIP	UM BI CSL	UIM BI CSL	UM BI	UIM BI	COMP	COLL
Territory	300,000	250/500	100,000	5,000	8,000	100,000	100,000	100/300	100/300	Symbol 8 MY 2010 1000 Ded	Symbol 8 MY 2010 1000 Ded
1	730	452	242	23	48	15	32	21	44	152	246
2	777	516	215	24	56	15	32	22	46	162	270
3	760	508	206	22	58	15	32	21	43	153	257
4	874	587	234	24	62	15	32	23	47	162	285
5	898	606	236	24	68	15	32	23	47	168	294
6	947	644	244	23	72	15	32	22	46	168	305
7	984	667	256	24	73	15	32	22	46	173	326
8	1015	696	253	23	74	15	32	22	45	171	326
9	1091	767	250	22	82	15	32	21	43	163	313
10	1115	783	257	23	84	15	32	21	44	170	308
11	1107	779	254	23	84	15	32	22	45	178	338
12	1194	846	265	22	85	15	32	20	42	170	351
13	1304	942	269	21	92	15	32	20	41	175	343
14	1416	1047	262	20	95	15	32	18	38	168	357
15	1660	1266	261	18	104	15	32	17	36	175	396
16	1541	1170	249	20	97	15	32	19	38	246	380
17	1128	796	255	22	85	15	32	21	43	160	341
18	1199	842	276	22	83	15	32	20	42	224	404
19	1430	1060	262	20	94	15	32	19	39	216	386
20	1418	1055	255	21	89	15	32	20	40	215	431
21	1640	1243	267	19	96	15	32	18	36	229	402
22	1708	1242	342	19	97	15	32	18	36	246	448
23	1157	833	242	22	86	15	32	21	42	217	361
24	1320	945	283	21	87	15	32	20	41	181	382
25	1206	847	277	22	89	15	32	20	42	230	413
26	1488	1082	298	20	95	15	32	18	38	228	438
27	655	422	196	24	46	15	32	23	48	160	253
28	1365	1018	243	21	96	15	32	19	40	169	341
29	1420	1066	244	20	95	15	32	19	39	167	314
30	1673	1305	228	19	107	15	32	18	36	169	334
31	1606	1211	270	19	101	15	32	18	38	181	374
32	1470	1125	226	20	96	15	32	19	40	247	355
33	1630	1230	272	19	101	15	32	18	37	183	382

**Base Rates/Rating Factor Tables**

**LIMIT FACTORS**

**Single Limit Factors**

<b>\$300,000</b>	<b>\$500,000</b>
1.00	1.25

**Bodily Injury Limit Factors**

<b>\$20,000/\$40,000</b>	<b>\$100,000/\$300,000</b>	<b>\$250,000/\$500,000</b>	<b>\$500,000/\$1,000,000</b>
0.32	0.77	1.00	1.50

**Property Damage Limit Factors**

<b>\$5,000</b>	<b>\$100,000</b>	<b>\$250,000</b>	<b>\$500,000</b>
0.78	1.00	1.02	1.04

**Uninsured Motorists Single Limit Factors**

<b>\$100,000</b>	<b>\$300,000</b>	<b>\$500,000</b>
1.00	1.43	1.86

**Uninsured Motorists Split Limit Factors**

<b>\$20,000/\$40,000</b>	<b>\$100,000/\$300,000</b>	<b>\$250,000/\$500,000</b>	<b>\$500,000/\$1,000,000</b>
0.64	1.00	1.23	1.82

**Underinsured Motorists Single Limit Factors**

<b>\$100,000</b>	<b>\$300,000</b>	<b>\$500,000</b>
1.00	2.03	3.61

**Underinsured Motorists Split Limit Factors**

<b>\$20,000/\$40,000</b>	<b>\$100,000/\$300,000</b>	<b>\$250,000/\$500,000</b>	<b>\$500,000/\$1,000,000</b>
0.00	1.00	2.79	7.40

**Medical Payments Limit Factors**

<b>\$5,000</b>	<b>\$10,000</b>	<b>\$25,000</b>	<b>\$50,000</b>	<b>\$100,000</b>
1.00	1.32	2.00	2.32	2.74

**Personal Injury Protection Deductible Factors – Named Insured and Resident Relatives**

<b>No Deductible</b>	<b>\$100 Deductible</b>	<b>\$250 Deductible</b>	<b>\$500 Deductible</b>	<b>\$1000 Deductible</b>	<b>\$2000 Deductible</b>	<b>\$4000 Deductible</b>	<b>\$8000 Deductible</b>
1.00	0.98	0.95	0.90	0.81	0.65	0.52	0.41

**Personal Injury Protection Deductible Factors – Named Insured Only**

<b>No Deductible</b>	<b>\$100 Deductible</b>	<b>\$250 Deductible</b>	<b>\$500 Deductible</b>	<b>\$1000 Deductible</b>	<b>\$2000 Deductible</b>	<b>\$4000 Deductible</b>	<b>\$8000 Deductible</b>
1.00	0.98	0.96	0.92	0.86	0.74	0.63	0.55

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**Base Rates/Rating Factor Tables**

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**Physical Damage Deductibles**

<b>Deductible Amount</b>	<b>Comprehensive</b>	<b>Collision</b>	<b>Limited Collision</b>
<b>\$100 – Window Glass Only</b>	0.84	N/A	N/A
<b>\$300</b>	1.55	1.81	1.88
<b>\$500</b>	1.52	1.58	1.86
<b>1,000</b>	1.00	1.00	1.00
<b>2,500</b>	0.87	0.77	0.58
<b>5,000</b>	0.67	0.67	0.50
<b>10,000</b>	0.50	0.44	0.33

## Base Rates/Rating Factor Tables

### Comprehensive (Base Model Year 2010)

Symbol (a)	2012 (b)	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999- 1990
1	0.35	0.33	0.38	0.36	0.34	0.33	0.31	0.29	0.28	0.27	0.25	0.24	0.23	0.22
2	0.42	0.40	0.49	0.47	0.44	0.42	0.40	0.38	0.36	0.34	0.32	0.31	0.29	0.28
3	0.53	0.50	0.59	0.56	0.53	0.51	0.48	0.45	0.44	0.41	0.39	0.37	0.35	0.34
4	0.64	0.61	0.67	0.64	0.60	0.58	0.54	0.52	0.50	0.47	0.44	0.42	0.40	0.38
5	0.74	0.70	0.75	0.71	0.68	0.65	0.61	0.58	0.56	0.53	0.50	0.47	0.45	0.43
6	0.81	0.77	0.84	0.80	0.76	0.72	0.68	0.65	0.62	0.59	0.55	0.53	0.50	0.48
7	0.89	0.85	0.92	0.87	0.83	0.79	0.75	0.71	0.68	0.64	0.61	0.58	0.55	0.52
8	0.97	0.92	1.00	0.95	0.90	0.86	0.81	0.77	0.74	0.70	0.66	0.63	0.60	0.57
10	1.03	0.98	1.09	1.04	0.98	0.94	0.88	0.84	0.81	0.76	0.72	0.69	0.65	0.62
11	1.10	1.05	1.19	1.13	1.07	1.02	0.96	0.92	0.88	0.83	0.79	0.75	0.71	0.68
12	1.17	1.11	1.26	1.20	1.13	1.08	1.02	0.97	0.93	0.88	0.83	0.79	0.76	0.72
13	1.22	1.16	1.32	1.25	1.19	1.14	1.07	1.02	0.98	0.92	0.87	0.83	0.79	0.75
14	1.27	1.21	1.37	1.30	1.23	1.18	1.11	1.05	1.01	0.96	0.90	0.86	0.82	0.78
15	1.32	1.26	1.43	1.36	1.29	1.23	1.16	1.10	1.06	1.00	0.94	0.90	0.86	0.82
16	1.35	1.29	1.50	1.43	1.35	1.29	1.22	1.16	1.11	1.05	0.99	0.95	0.90	0.86
17	1.40	1.33	1.54	1.46	1.39	1.32	1.25	1.19	1.14	1.08	1.02	0.97	0.92	0.88
18	1.43	1.36	1.58	1.50	1.42	1.36	1.28	1.22	1.17	1.11	1.04	1.00	0.95	0.90
19	1.45	1.38	1.66	1.58	1.49	1.43	1.34	1.28	1.23	1.16	1.10	1.05	1.00	0.95
20	1.47	1.40	1.75	1.66	1.58	1.51	1.42	1.35	1.30	1.23	1.16	1.10	1.05	1.00
21	1.49	1.42	1.86	1.77	1.67	1.60	1.51	1.43	1.38	1.30	1.23	1.17	1.12	1.06
22	1.51	1.44	1.96	1.86	1.76	1.69	1.59	1.51	1.45	1.37	1.29	1.23	1.18	1.12
23	1.53	1.46	2.06	1.96	1.85	1.77	1.67	1.59	1.52	1.44	1.36	1.30	1.24	1.17
24	1.55	1.48	2.18	2.07	1.96	1.87	1.77	1.68	1.61	1.53	1.44	1.37	1.31	1.24
25	1.58	1.50	2.33	2.21	2.10	2.00	1.89	1.79	1.72	1.63	1.54	1.47	1.40	1.33
26	1.61	1.53	2.48	2.36	2.23	2.13	2.01	1.91	1.84	1.74	1.64	1.56	1.49	1.41
27	1.63	1.55	-	-	-	-	-	-	-	-	-	-	-	-
28	1.65	1.57	-	-	-	-	-	-	-	-	-	-	-	-
29	1.66	1.58	-	-	-	-	-	-	-	-	-	-	-	-
30	1.67	1.59	-	-	-	-	-	-	-	-	-	-	-	-
31	1.69	1.61	-	-	-	-	-	-	-	-	-	-	-	-
32	1.70	1.62	-	-	-	-	-	-	-	-	-	-	-	-
33	1.71	1.63	-	-	-	-	-	-	-	-	-	-	-	-
34	1.73	1.65	-	-	-	-	-	-	-	-	-	-	-	-
35	1.75	1.67	-	-	-	-	-	-	-	-	-	-	-	-
36	1.77	1.69	-	-	-	-	-	-	-	-	-	-	-	-
37	1.82	1.73	-	-	-	-	-	-	-	-	-	-	-	-
38	1.85	1.76	-	-	-	-	-	-	-	-	-	-	-	-
39	1.88	1.79	-	-	-	-	-	-	-	-	-	-	-	-
40	1.91	1.82	-	-	-	-	-	-	-	-	-	-	-	-
41	1.94	1.85	-	-	-	-	-	-	-	-	-	-	-	-
42	1.98	1.89	-	-	-	-	-	-	-	-	-	-	-	-
43	2.02	1.92	-	-	-	-	-	-	-	-	-	-	-	-
44	2.05	1.95	-	-	-	-	-	-	-	-	-	-	-	-
45	2.07	1.97	-	-	-	-	-	-	-	-	-	-	-	-
46	2.10	2.00	-	-	-	-	-	-	-	-	-	-	-	-
47	2.13	2.03	-	-	-	-	-	-	-	-	-	-	-	-
48	2.15	2.05	-	-	-	-	-	-	-	-	-	-	-	-
49	2.18	2.08	-	-	-	-	-	-	-	-	-	-	-	-

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**Base Rates/Rating Factor Tables**


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**MODEL YEAR AND SYMBOL RELATIVITY FACTORS****Comprehensive (Base Model Year 2010)**

Symbol (a)	2012 (b)	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999- 1990
50	2.21	2.10	-	-	-	-	-	-	-	-	-	-	-	-
51	2.24	2.13	-	-	-	-	-	-	-	-	-	-	-	-
52	2.26	2.15	-	-	-	-	-	-	-	-	-	-	-	-
53	2.28	2.17	-	-	-	-	-	-	-	-	-	-	-	-
54	2.32	2.21	-	-	-	-	-	-	-	-	-	-	-	-
55	2.36	2.25	-	-	-	-	-	-	-	-	-	-	-	-
56	2.40	2.29	-	-	-	-	-	-	-	-	-	-	-	-
57	2.45	2.33	-	-	-	-	-	-	-	-	-	-	-	-
58	2.51	2.39	-	-	-	-	-	-	-	-	-	-	-	-
59	2.58	2.46	-	-	-	-	-	-	-	-	-	-	-	-
60	2.67	2.54	-	-	-	-	-	-	-	-	-	-	-	-
61	2.85	2.71	-	-	-	-	-	-	-	-	-	-	-	-
62	3.12	2.97	-	-	-	-	-	-	-	-	-	-	-	-
63	3.39	3.23	-	-	-	-	-	-	-	-	-	-	-	-
64	3.66	3.49	-	-	-	-	-	-	-	-	-	-	-	-
65	3.94	3.75	-	-	-	-	-	-	-	-	-	-	-	-
66	4.35	4.14	-	-	-	-	-	-	-	-	-	-	-	-
67	4.89	4.66	-	-	-	-	-	-	-	-	-	-	-	-
68	5.44	5.18	-	-	-	-	-	-	-	-	-	-	-	-
69	5.99	5.70	-	-	-	-	-	-	-	-	-	-	-	-
70	6.53	6.22	-	-	-	-	-	-	-	-	-	-	-	-
71	7.08	6.74	-	-	-	-	-	-	-	-	-	-	-	-
72	7.62	7.26	-	-	-	-	-	-	-	-	-	-	-	-
73	8.17	7.78	-	-	-	-	-	-	-	-	-	-	-	-
74	8.72	8.30	-	-	-	-	-	-	-	-	-	-	-	-
75	9.26	8.82	-	-	-	-	-	-	-	-	-	-	-	-

(a) This symbol table applies to 1990 and later model years. Refer to the rule for Symbols Not Displayed on the Relativity Factor Tables for rating Symbol 98 (2011 & later), Symbol 27 (2010-1990) vehicles and all symbols for 1989 and prior model year vehicles.

(b) If the model year is greater than 2012, multiply the factor for the latest model year shown in the Table for the appropriate symbol by 1.05 for each additional year. Round to two decimal places.

Example: A 2014 factor is 1.10 (1.05 X 1.05) times a 2012 factor.

**Base Rates/Rating Factor Tables****MODEL YEAR AND SYMBOL RELATIVITY FACTORS****Collision (Base Model Year 2010)**

Symbol (a)	2012 (b)	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999- 1990
1	0.48	0.46	0.62	0.58	0.55	0.51	0.47	0.43	0.41	0.38	0.36	0.34	0.32	0.30
2	0.60	0.57	0.70	0.66	0.62	0.58	0.53	0.49	0.46	0.43	0.41	0.39	0.36	0.34
3	0.74	0.70	0.77	0.72	0.68	0.64	0.59	0.54	0.51	0.48	0.45	0.42	0.39	0.37
4	0.84	0.80	0.82	0.77	0.72	0.68	0.62	0.57	0.54	0.51	0.48	0.45	0.42	0.39
5	0.90	0.86	0.86	0.81	0.76	0.71	0.65	0.60	0.57	0.53	0.50	0.47	0.44	0.41
6	0.93	0.89	0.90	0.85	0.79	0.75	0.68	0.63	0.59	0.56	0.52	0.50	0.46	0.43
7	0.98	0.93	0.95	0.89	0.84	0.79	0.72	0.67	0.63	0.59	0.55	0.52	0.48	0.46
8	1.02	0.97	1.00	0.94	0.88	0.83	0.76	0.70	0.66	0.62	0.58	0.55	0.51	0.48
10	1.06	1.01	1.05	0.99	0.92	0.87	0.80	0.74	0.69	0.65	0.61	0.58	0.54	0.50
11	1.10	1.05	1.09	1.02	0.96	0.90	0.83	0.76	0.72	0.68	0.63	0.60	0.56	0.52
12	1.13	1.08	1.10	1.03	0.97	0.91	0.84	0.77	0.73	0.68	0.64	0.61	0.56	0.53
13	1.17	1.11	1.11	1.04	0.98	0.92	0.84	0.78	0.73	0.69	0.64	0.61	0.57	0.53
14	1.19	1.13	1.13	1.06	0.99	0.94	0.86	0.79	0.75	0.70	0.66	0.62	0.58	0.54
15	1.20	1.14	1.14	1.07	1.00	0.95	0.87	0.80	0.75	0.71	0.66	0.63	0.58	0.55
16	1.21	1.15	1.15	1.08	1.01	0.95	0.87	0.81	0.76	0.71	0.67	0.63	0.59	0.55
17	1.21	1.15	1.16	1.09	1.02	0.96	0.88	0.81	0.77	0.72	0.67	0.64	0.59	0.56
18	1.22	1.16	1.17	1.10	1.03	0.97	0.89	0.82	0.77	0.73	0.68	0.64	0.60	0.56
19	1.22	1.16	1.19	1.12	1.05	0.99	0.90	0.83	0.79	0.74	0.69	0.65	0.61	0.57
20	1.23	1.17	1.21	1.14	1.06	1.00	0.92	0.85	0.80	0.75	0.70	0.67	0.62	0.58
21	1.24	1.18	1.23	1.16	1.08	1.02	0.93	0.86	0.81	0.76	0.71	0.68	0.63	0.59
22	1.24	1.18	1.24	1.17	1.09	1.03	0.94	0.87	0.82	0.77	0.72	0.68	0.63	0.60
23	1.25	1.19	1.25	1.18	1.10	1.04	0.95	0.88	0.83	0.78	0.73	0.69	0.64	0.60
24	1.25	1.19	1.26	1.18	1.11	1.05	0.96	0.88	0.83	0.78	0.73	0.69	0.64	0.60
25	1.25	1.19	1.28	1.20	1.13	1.06	0.97	0.90	0.84	0.79	0.74	0.70	0.65	0.61
26	1.26	1.20	1.30	1.22	1.14	1.08	0.99	0.91	0.86	0.81	0.75	0.72	0.66	0.62
27	1.26	1.20	-	-	-	-	-	-	-	-	-	-	-	-
28	1.26	1.20	-	-	-	-	-	-	-	-	-	-	-	-
29	1.27	1.21	-	-	-	-	-	-	-	-	-	-	-	-
30	1.27	1.21	-	-	-	-	-	-	-	-	-	-	-	-
31	1.27	1.21	-	-	-	-	-	-	-	-	-	-	-	-
32	1.28	1.22	-	-	-	-	-	-	-	-	-	-	-	-
33	1.28	1.22	-	-	-	-	-	-	-	-	-	-	-	-
34	1.28	1.22	-	-	-	-	-	-	-	-	-	-	-	-
35	1.29	1.23	-	-	-	-	-	-	-	-	-	-	-	-
36	1.29	1.23	-	-	-	-	-	-	-	-	-	-	-	-
37	1.30	1.24	-	-	-	-	-	-	-	-	-	-	-	-
38	1.31	1.25	-	-	-	-	-	-	-	-	-	-	-	-
39	1.32	1.26	-	-	-	-	-	-	-	-	-	-	-	-
40	1.32	1.26	-	-	-	-	-	-	-	-	-	-	-	-
41	1.33	1.27	-	-	-	-	-	-	-	-	-	-	-	-
42	1.34	1.28	-	-	-	-	-	-	-	-	-	-	-	-
43	1.34	1.28	-	-	-	-	-	-	-	-	-	-	-	-
44	1.35	1.29	-	-	-	-	-	-	-	-	-	-	-	-
45	1.35	1.29	-	-	-	-	-	-	-	-	-	-	-	-
46	1.35	1.29	-	-	-	-	-	-	-	-	-	-	-	-
47	1.35	1.29	-	-	-	-	-	-	-	-	-	-	-	-
48	1.37	1.30	-	-	-	-	-	-	-	-	-	-	-	-
49	1.37	1.30	-	-	-	-	-	-	-	-	-	-	-	-

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**Base Rates/Rating Factor Tables**


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**MODEL YEAR AND SYMBOL RELATIVITY FACTORS****Collision (Base Model Year 2010)**

Symbol (a)	2012 (b)	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999- 1990
50	1.37	1.30	-	-	-	-	-	-	-	-	-	-	-	-
51	1.37	1.30	-	-	-	-	-	-	-	-	-	-	-	-
52	1.38	1.31	-	-	-	-	-	-	-	-	-	-	-	-
53	1.38	1.31	-	-	-	-	-	-	-	-	-	-	-	-
54	1.38	1.31	-	-	-	-	-	-	-	-	-	-	-	-
55	1.38	1.31	-	-	-	-	-	-	-	-	-	-	-	-
56	1.39	1.32	-	-	-	-	-	-	-	-	-	-	-	-
57	1.39	1.32	-	-	-	-	-	-	-	-	-	-	-	-
58	1.40	1.33	-	-	-	-	-	-	-	-	-	-	-	-
59	1.41	1.34	-	-	-	-	-	-	-	-	-	-	-	-
60	1.42	1.35	-	-	-	-	-	-	-	-	-	-	-	-
61	1.53	1.46	-	-	-	-	-	-	-	-	-	-	-	-
62	1.74	1.66	-	-	-	-	-	-	-	-	-	-	-	-
63	1.96	1.87	-	-	-	-	-	-	-	-	-	-	-	-
64	2.17	2.07	-	-	-	-	-	-	-	-	-	-	-	-
65	2.38	2.27	-	-	-	-	-	-	-	-	-	-	-	-
66	2.71	2.58	-	-	-	-	-	-	-	-	-	-	-	-
67	3.14	2.99	-	-	-	-	-	-	-	-	-	-	-	-
68	3.57	3.40	-	-	-	-	-	-	-	-	-	-	-	-
69	3.99	3.80	-	-	-	-	-	-	-	-	-	-	-	-
70	4.42	4.21	-	-	-	-	-	-	-	-	-	-	-	-
71	4.85	4.62	-	-	-	-	-	-	-	-	-	-	-	-
72	5.28	5.03	-	-	-	-	-	-	-	-	-	-	-	-
73	5.70	5.43	-	-	-	-	-	-	-	-	-	-	-	-
74	6.13	5.84	-	-	-	-	-	-	-	-	-	-	-	-
75	6.56	6.25	-	-	-	-	-	-	-	-	-	-	-	-

(a) This symbol table applies to 1990 and later model years. Refer to the rule for Symbols Not Displayed on the Relativity Factor Tables for rating Symbol 98 (2011 & later), Symbol 27 (2010-1990) vehicles and all symbols for 1989 and prior model year vehicles.

(b) If the model year is greater than 2012, multiply the factor for the latest model year shown in the Table for the appropriate symbol by 1.05 for each additional year. Round to two decimal places.

Example: A 2014 factor is 1.10 (1.05 X 1.05) times a 2012 factor.



<b><u>Form Number</u></b>		<b><u>Form Name</u></b>
PI-16209e	(12/11)	ACE GROUP Privacy Statement
ALL-20887	(12/12)	ACE Producer Compensation Practices & Policies
ALL-21101	(11/06)	Trade or Economic Sanctions Endorsement
CC-1K11g	(01/11)	Signatures
AUTO MA ACE	0711	Auto Policy
AUTO8 ACE-MA	0810	Additional Interest Corporate Owned Automobile
AUTO9 ACE-MA	0810	Coverage for Electronic Equipment and Accessories
AUTO10 ACE	0208	Customizing Equipment Coverage
AUTO12 ACE-MA	0810	Additional Interest
AUTO14 ACE-MA	0810	Loss Payable Clause
AUTO22 ACE	0111	Agreed Value Coverage
AUTO27 ACE	0208	Split Liability Limits
AUTO63 ACE	0208	Split Uninsured Motorists Limits (without Property Damage)
AUTO82 ACE-MA	0810	Deductible Reserve – Comprehensive
AUTO83 ACE-MA	0810	Deductible Reserve – Collision
AUTO413 ACE	1212	Massachusetts Auto Endorsement
AUTO435 ACE-MA	0810	Antique Auto Agreed Value Coverage – Physical Damage
AUTO460 ACE-MA	0911	Replacement Cost Coverage
AUTO472 ACE-MA	0810	Vehicles Held In Trust Or By Limited Liability Company
AUTO586 ACE	0810	MA Uninsured Motorists Coverage
AUTO587 ACE	0810	MA Underinsured Motorists Coverage
AUTO588 ACE	1212	MA Personal Injury Protection Coverage
AUTO589 ACE	0810	MA Compulsory Motor Vehicle Liability Coverage
AUTO590 ACE	0810	MA Fire, Theft or Larceny Coverage
AUTO591 ACE	1212	MA Collision Coverage Waiver of Deductible
AUTO592 ACE	0810	MA Limited Collision Coverage
AUTO593 ACE	0810	MA Named Driver Exclusion
AUTO600 ACE	0810	MA Consumer Information Guide
AUTO601 ACE	0810	MA Consumer Bill of Rights – Auto
AUTO608 ACE	0810	MA Window Glass Coverage
AUTO609 ACE	0810	MA Classic Auto Agreed Value Coverage