

Accident Forgiveness

This endorsement changes the policy. Please read it carefully.

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Accident Forgiveness means that **we** will waive and not assign points for an at-fault accident under our merit rating plan if:

1. The policy was endorsed with this coverage at the time the accident occurred;
2. The operator involved in the accident is listed on the Coverage Selections Page at the time of the accident and the Merit Rating Board has posted for the at-fault accident to the account of the operator; and
3. The operator involved in the accident was not deferred or excluded from coverage.

If Accident Forgiveness was applied in a prior term of this policy, we will continue to waive the points for that accident until: (1) the accident no longer qualifies for points under our merit rating plan; (2) this endorsement is removed; or (3) there is a lapse in coverage.

Conditions

At the time this endorsement is initially purchased all operators on the policy must have a merit rating code of: 99, 98, 00, 01, 02, 03, or 04.

Only one at-fault accident per policy will be forgiven at any point in time.

Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.

The Merit Rating Board's surcharge date is used to determine which at-fault accident is the oldest.

Any other accidents that occur while one accident is being forgiven, will not qualify for Accident Forgiveness unless the surcharge for

the older at-fault accident is reversed by the Board of Appeals.

Removal of Accident Forgiveness

We will remove this endorsement and Accident Forgiveness will no longer apply if:

1. At any point in time during the policy period **you** request that **we** remove this endorsement; or
2. **You** add an operator to **your** policy who has a merit rating code of 05 or greater.

Points previously waived for an accident will be assigned in accordance with our merit rating plan as of the date that this coverage is removed.

Other Terms

This endorsement does not require us to renew your policy.

Accident Forgiveness does not apply to motor vehicle violations.

The premium impact of Accident Forgiveness will vary based on a number of factors, including, but not limited to, driving history, operator assignment and age of accident.

Where there has been a lapse in coverage, the policy will automatically be reinstated with this endorsement, if eligible. Accident Forgiveness will apply only to subsequent accidents in accordance with the terms of this endorsement.

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1. The policy was endorsed with this coverage at the time the accident occurred;
2. The operator ~~and the vehicle~~ involved in the accident ~~were~~ is listed on the Coverage Selections Page at the time of the accident and the Merit Rating Board has posted for the at fault accident to the account of the operator; and
3. The operator involved in the accident was not deferred or excluded from coverage.

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Where there has been a lapse in coverage, the policy will automatically be reinstated with this endorsement, if eligible. Accident Forgiveness will apply only to subsequent accidents in accordance with the terms of this endorsement.

RULE 19. DISCOUNTS

A. Multi-Car

An individual (or lawfully married individuals residing in the same household), who owns two or more automobiles and purchases coverage from Commerce for at least two such automobiles, shall be entitled to a reduction of the premium applicable to Coverage Parts 1, 2, 4, 5, 7, 8 and 9. At least two of the automobiles must be private passenger vehicles as defined in Rule 27, except that vehicles classified as antiques are not eligible. Refer to Miscellaneous Rating Factors page for applicable discount.

B. Account Discount

The Account Discount applies if a named insured:

- (1) purchases a Personal Automobile Insurance Policy from Commerce, (eligible policies must include vehicles of the private passenger type as defined in Rule 27, motorcycles, or motor homes/camper bodies as defined in Rule 39) and number (2) or (3) below are met. Vehicles classified as antiques, and miscellaneous motor vehicle types (with the exception of motor homes/camper bodies as defined in Rule 39) are not eligible.
- (2) maintains a Massachusetts Property Insurance Policy on their principal place of residence with Commerce, the FAIR Plan, or another eligible company. The property policy shall include a Homeowner, Condominium (not rented to others), or Renters policy, but shall not include a dwelling/fire only policy.
- (3) maintains a qualifying MAPFRE life insurance policy(ies). A qualifying MAPFRE life insurance policy is an active individual term life or individual whole life policy within the policyholder's account that is owned by the named insured or a related household member.

If the above criteria are met:

- Only the largest single discount shall apply; and
- A discount of the premium applicable for Coverage Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 will be given to eligible policyholders as follows:

Description	No MAPFRE Life Policies	MAPFRE Life Policy
Commerce Auto only	0%	2%
Commerce Auto and Home (HO 2, 3)	11%	13%
Commerce Auto and Home (HO 15)	15%	17%
Commerce Auto and Home (HO 4, 6)	9%	11%
Property with the Fair Plan	3%	5%
Property with Other Carrier	5%	7%

C. Anti-Theft Device

Refer to Anti-Theft Devices Standards and Discounts Section.

D. Class 15

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. If the principal operator becomes age 65 during the policy year, the class 10 premium will be adjusted as of that date. The premium adjustment will be credited to the policyholder on that date unless that date is within sixty days of the expiration date of the policy, in which case the adjustment may be credited to the renewal policy. A notice of this classification change must be sent, or made electronically available to the policyholder either prior to or with the proposed adjustment. The policyholder is required to notify Commerce of any change in operator usage which would affect entitlement to the discount.

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

E. Annual Mileage Discount

A discount of the premium paid for Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12 will be given to eligible policyholders when the annual mileage of the vehicle falls into one of five categories. The discount will be based on: (1) the actual mileage driven in a recent 12 month period as determined by a comparison of two odometer readings, at least six months apart, and not more than 24 months prior to renewal processing or, obtained from Registry of Motor Vehicle information, or (2) if not available, a certification by the insured on the Annual Mileage Discount Form or other paper or on-line forms required by the company. Refer to the Miscellaneous Rating Factors page for the applicable categories and discounts.

Eligibility

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as antiques are not eligible. Commerce may request that the applicant for the discount complete the Annual Mileage Discount Form or other paper or on-line form for the verification of eligibility for the discount.

If two odometer readings, at least six months apart are not available to Commerce through the Registry of Motor Vehicles as set forth above, or if the Annual Mileage Discount Form or other required form is not completed by the insured and provided to the company prior to renewal processing, the vehicle is not eligible for the annual mileage discount

If a vehicle replaces another vehicle which is receiving the discount, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

Application of Discount

The applicable discount applies to rates otherwise determined for each insured vehicle by coverage, limits purchased, territory code, driver class, and model year and symbol prior to the application of the premium adjustment required under the Merit Rating Plan.

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A. Multi-Car

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- (3) maintains a qualifying MAPFRE life insurance policy(ies). A qualifying MAPFRE life insurance policy is an active individual term life or individual whole life policy within the policyholder’s account that is owned by the named insured or a related household member.

If the above criteria are met:

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- A discount of the premium applicable for Coverage Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 will be given to eligible policyholders as follows:

Description	No MAPFRE Life Policies	MAPFRE Life Policy
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Commerce Auto and Home (HO 2, 3)	11%	13%
Commerce Auto and Home (HO 15)	15%	17%
Commerce Auto and Home (HO 4, 6)	9%	11%
Property with the Fair Plan	3%	5%
Property with Other Carrier	5%	7%

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Refer to Anti-Theft Devices Standards and Discounts Section.

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

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1. Eligibility

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as antiques are not eligible. Commerce may request that the applicant for the discount complete the Annual Mileage Discount Form or other paper or on-line form for the verification of eligibility for the discount.

2. Verification

~~The discount will be based on the actual mileage driven in the previous policy year using the following verification steps:~~

~~**Step 1:** Commerce will use information from the Vehicle Inspection System of the Registry of Motor Vehicles to determine annual mileage. The difference in the two most recent odometer readings reported by the Registry within the last 24 months, if at least six months apart, shall be annualized to determine eligibility for the discount.~~

~~**Step 2:** If the Vehicle Inspection System reports only one odometer reading within the past 24 months at the time of verification, 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 will be annualized to determine eligibility.~~

~~The Annual Mileage Discount will not be applied if verification cannot be made using the steps identified above.~~

~~If two odometer readings, at least six months apart are not available to Commerce through the Registry of Motor Vehicles as set forth above, or if the Annual Mileage Discount Form or other required form is not completed by the insured and provided to the company prior to renewal processing, the vehicle is not eligible for the annual mileage discount~~

If a vehicle replaces another vehicle which is receiving the discount, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

3. Application of Discount

The applicable discount applies to rates otherwise determined for each insured vehicle by coverage, limits purchased, territory code, driver class, and model year and symbol prior to the application of the premium adjustment required under the Merit Rating Plan.

RULE 38. Disappearing Deductible Credit

The Disappearing Deductible Credit is available to all eligible policyholders as of May 1, 2013. Endorsement CIC 2197 will be attached to all eligible new and renewal policies. For renewal policies issued on and after May 1, 2013, prior year(s) of coverage with Commerce count for the purposes of determining deductible credit awards.

Eligibility

The coverage applies if a premium is shown for any auto in the Coverage Selections Page for Collision or Limited Collision.

Credit Awards

Credits will be awarded after one full clean year where no credits were used or lost. "Clean Year" means any twelve month policy period in which the insured has their auto insured by Commerce and: (1) no operator was surcharged for an at-fault accident, and (2) the policy was free of hit and run Collision or Comprehensive loss payments greater than \$500.

The Insured's policy will earn a \$50 credit for each consecutive clean year(s) after the initial clean year up to the policy period. The maximum credits that can be earned is \$250.

If the credits are used or lost, a new clean policy year must be completed before the insured is awarded credits again.

Using Credits

Credits will be used to reduce the deductible amount that is owed on a Collision, Limited Collision or Comprehensive claim greater than \$500 to which the deductible applies as long as the insured is not eligible for coverage under the Elite Package Endorsement. If the deductible is waived in whole or part by the Elite Package endorsement, that coverage prevails.

Credits will be set to \$0 if they are used during the policy period.

Losing Credits

Credits will be lost and will be set to \$0 during the policy period if:

- At any time the insured does not have Collision Limited Collision coverage on at least one auto covered by the policy;
- The insured or any operator listed on the policy is surcharged for an at-fault accident when there is no Collision or Limited Collision claim made;
- The deductible is waived in whole or part by coverage in the Elite Package Endorsement;
- The policy cancels with a lapse in coverage.

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Eligibility

The coverage applies if a premium is shown for any auto in the Coverage Selections Page for Collision or Limited Collision.

Credit Awards

~~The awarded credit, if any, as of policy inception is shown on the Coverage Selections Page.~~ Credits will be awarded after one full clean year where no credits were used or lost. "Clean Year" means any twelve month policy period in which the insured has their auto insured by Commerce and: (1) no operator was surcharged for an at-fault accident, and (2) the policy was free of hit and run Collision or Comprehensive loss payments greater than \$500.

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- The policy cancels with a lapse in coverage.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

If an inspection is not conducted prior to the expiration of the deferral period specified in 211 CMR 94.07 (1), Physical Damage Coverage on the Private Passenger Motor Vehicle is automatically suspended at 12:01 a.m. on the day following the tenth calendar day allowed by 211 CMR 94.07(1), and will continue until the inspection is effected.

Commerce will reinstate Physical Damage Coverage effective at the time of inspection, in accordance to the Regulation, if the Applicant thereafter requests an inspection.

Standards and Procedures for Inspection

- (1) Pre-insurance Inspections required or permitted pursuant 211 CMR 94.00 will be conducted by an Authorized Representative of Commerce at a time and place reasonably convenient to the Applicant. A reasonable convenient time shall include, in addition to customary business hours, sufficient early morning, evening and weekend hours. A reasonably convenient place shall not be more than five miles from the city or town where the Private Passenger Motor Vehicle is principally garaged.
- (2) (a) Any forms issued by Commerce to the Applicant, for presentation to the Authorized Representative will not contain the Vehicle Identification Number (VIN) of the motor vehicle to be inspected.

(b) The Inspection will:
 1. be recorded in the Motor Vehicle Pre-Insurance Inspection Report;
 2. include two color photographs of the Private Passenger Motor Vehicle;
 3. include a close-up color photograph showing the Vehicle Identification Number (VIN) located on the Environmental Protection Agency/Federal Certification Label (EPA) sticker affixed to the driver's side door jamb. The photograph will be of sufficient clarity that the information contained on the EPA sticker and the VIN is legible. If the EPA sticker is damaged, faded, missing or otherwise not legible, a photograph of the EPA sticker or of the area of the door jamb where the sticker normally is located still is required.
(c) The Authorized Representative will take additional photographs showing any damaged areas of the Private Passenger Motor Vehicle.

(d) The inspection information and photographs must be sent immediately to Commerce which will be retained for three years as provided by the Regulation.
- (3) Commerce will maintain an up-to-date list of all its authorized representatives and inspection sites.
- (4) There will be no additional or separate charge to the Applicant in connection with an inspection of a Private Passenger Motor Vehicle.

RULE 56. MERIT RATING PLAN

The following is an overview of the terms of the Merit Rating Plan and its impact on underlying rates.

Experience Period

Each listed operator on a policy is assigned a merit rating based on the operator's driving record. The merit rating adjustment is a percentage multiplied by the otherwise applicable premium that reflects the number, type, and age of at fault accidents and traffic violations of the operator during the policy experience period. The percentage can be either positive or negative.

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

The merit rating adjustment will be determined based on the merit rating code reported to us by the Merit Rating Board.

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 Commerce 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, Commerce 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 Commerce 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, Commerce will submit a policy inquiry to the Merit Rating Board in compliance with the MRB manual and its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents will be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating code.

If an operator's MVR is not electronically available, the operator's policy experience period will begin as of the effective date of the policy until Commerce receives an authorized inquiry response from the Merit Rating Board with the operator's actual merit rating code. The operator may obtain an official driving record or a record from a previous insurer and submit it to Commerce. 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 Commerce. 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, Commerce will submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating code.

Determination of Merit Rating Code

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

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

An "at-fault" accident is one in which the company determines that the involved 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, damage to someone else's property, collision or limited 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 or traffic violations in the past five years is three or less, the points assigned to each incident shall be reduced by one, and the total number of points assigned to the operator shall be the sum of those reduced points. 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 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. In addition, a merit rating code of 98 will be assigned to an operator with at least 5 years of experience, with an incident free period equal to or greater than three, with 1 minor non criminal traffic violation that occurred in the 4th, 5th or 6th year of the experience period.

In determining the merit rating adjustment for motorcycles, the merit rating code for a motorcycle operator is the merit rating code otherwise determined unless the operator is classified as inexperienced under Rule 44 and the otherwise applicable merit rating code for the operator is 98 or 99.

The motorcycle rating code will be determined as follows:

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Years of Motorcycle Experience	Operator Merit Rating	Motorcycle Merit Rating
	Code	Code
5 but less than 6	99	98
	98	98
Less than 5	99	00
	98	00

Accident Forgiveness – CIC 2209

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1. The policy was endorsed with this coverage at the time the accident occurred;
2. The operator involved in the accident is listed on the Coverage Selections Page at the time of the accident and the Merit Rating Board has posted for the at fault accident to the account of the operator; and
3. The operator involved in the accident was not deferred or excluded from coverage.

If Accident Forgiveness was applied in a prior term of this policy, Commerce will continue to waive the points for that accident until: (1) the accident no longer qualifies for points under our Merit Rating Plan; (2) this endorsement is removed; or (3) there is a lapse in coverage.

Conditions

- At the time this endorsement is initially purchased all operators on the policy must have a merit rating code of: 99, 98, 00, 01, 02, 03, or 04.
- Only one at-fault accident per policy will be forgiven at any point in time.
- Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.
- The Merit Rating Board's surcharge date is used to determine which at-fault accident is the oldest.
- Any other accidents that occur while one accident is being forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at-fault accident is reversed by the Board of Appeals.

Removal of Accident Forgiveness

Commerce will remove this endorsement and Accident Forgiveness will no longer apply if:

1. at any point in time during the policy period the insured requests removal of this endorsement; or
2. the insured adds an operator to their policy who has a merit rating code of 05 or greater.

Points previously waived for an accident will be assigned in accordance with our Merit Rating Plan as of the date that this coverage is removed.

Where there has been a lapse in coverage, the policy will automatically be reinstated with this endorsement, if eligible. Accident Forgiveness will apply only to subsequent accidents in accordance with the terms of the endorsement.

There is a 10% charge to the policy premium for accident forgiveness to apply, Note: This charge does not apply to the Commerce Elite Package or Commerce Enhancer Package endorsements.

Calculation of Premium Adjustment

The merit rating adjustment is multiplied by the otherwise applicable premium for Part 1 - Compulsory Bodily Injury, Part 2 - Personal Injury Protection, Part 4 – Damage to Someone Else's Property, Part 5 – Optional Bodily Injury and Part 7 - Collision.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

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Commerce will reinstate Physical Damage Coverage effective at the time of inspection, in accordance to the Regulation, if the Applicant thereafter requests an inspection.

Standards and Procedures for Inspection

- (1) Pre-insurance Inspections required or permitted pursuant 211 CMR 94.00 will be conducted by an Authorized Representative of Commerce at a time and place reasonably convenient to the Applicant. A reasonable convenient time shall include, in addition to customary business hours, sufficient early morning, evening and weekend hours. A reasonably convenient place shall not be more than five miles from the city or town where the Private Passenger Motor Vehicle is principally garaged.
- (2)
 - (a) Any forms issued by Commerce to the Applicant, for presentation to the Authorized Representative will not contain the Vehicle Identification Number (VIN) of the motor vehicle to be inspected.
 - (b) The Inspection will:
 1. be recorded in the Motor Vehicle Pre-Insurance Inspection Report;
 2. include two color photographs of the Private Passenger Motor Vehicle;
 3. include a close-up color photograph showing the Vehicle Identification Number (VIN) located on the Environmental Protection Agency/Federal Certification Label (EPA) sticker affixed to the driver's side door jamb. The photograph will be of sufficient clarity that the information contained on the EPA sticker and the VIN is legible. If the EPA sticker is damaged, faded, missing or otherwise not legible, a photograph of the EPA sticker or of the area of the door jamb where the sticker normally is located still is required.
 - (c) The Authorized Representative will take additional photographs showing any damaged areas of the Private Passenger Motor Vehicle.
 - (d) The inspection information and photographs must be sent immediately to Commerce which will be retained for three years as provided by the Regulation.
- (3) Commerce will maintain an up-to-date list of all its authorized representatives and inspection sites.
- (4) There will be no additional or separate charge to the Applicant in connection with an inspection of a Private Passenger Motor Vehicle.

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

The merit rating adjustment will be determined based on the merit rating code reported to us by the Merit Rating Board.

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 Commerce 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, Commerce 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 Commerce 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, Commerce will submit a policy inquiry to the Merit Rating Board in compliance with the MRB manual and its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents will be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating code.

If an operator's MVR is not electronically available, the operator's policy experience period will begin as of the effective date of the policy until Commerce receives an authorized inquiry response from the Merit Rating Board with the operator's actual merit rating code. The operator may obtain an official driving record or a record from a previous insurer and submit it to Commerce. 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 Commerce. 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, Commerce will submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating code.

Determination of Merit Rating Code

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

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

An "at-fault" accident is one in which the company determines that the involved 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, damage to someone else's property, collision or limited 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 or traffic violations in the past five years is three or less, the points assigned to each incident shall be reduced by one, and the total number of points assigned to the operator shall be the sum of those reduced points. 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 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. In addition, a merit rating code of 98 will be assigned to an operator with at least 5 years of experience, with an incident free period equal to or greater than three, with 1 minor non criminal traffic violation that occurred in the 4th, 5th or 6th year of the experience period.

In determining the merit rating adjustment for motorcycles, the merit rating code for a motorcycle operator is the merit rating code otherwise determined unless the operator is classified as inexperienced under Rule 44 and the otherwise applicable merit rating code for the operator is 98 or 99.

The motorcycle rating code will be determined as follows:

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Years of Motorcycle Experience	Operator Merit Rating Code	Motorcycle Merit Rating Code
5 but less than 6	99	98
	98	98
Less than 5	99	00
	98	00

Accident Forgiveness – CIC 2209

Accident Forgiveness means that Commerce will waive and not assign points for an at-fault accident under the Merit Rating Plan if:

1. The policy was endorsed with this coverage at the time the accident occurred;
2. The operator ~~and the vehicle~~ involved in the accident ~~were~~ is listed on the Coverage Selections Page at the time of the accident and the Merit Rating Board has posted for the at fault accident to the account of the operator; and
3. The operator involved in the accident was not deferred or excluded from coverage.

If Accident Forgiveness was applied in a prior term of this policy, Commerce will continue to waive the points for that accident until: (1) the accident no longer qualifies for points under our Merit Rating Plan; (2) this endorsement is removed; or (3) there is a lapse in coverage.

Conditions

- At the time this endorsement is initially purchased all operators on the policy must have a merit rating code of: 99, 98, 00, 01, 02, 03, or 04.
- Only one at-fault accident per policy will be forgiven at any point in time.
- Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.
- The Merit Rating Board's surcharge date is used to determine which at-fault accident is the oldest.
- Any other accidents that occur while one accident is being forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at-fault accident is reversed by the Board of Appeals.

Removal of Accident Forgiveness

Commerce will remove this endorsement and Accident Forgiveness will no longer apply if:

1. at any point in time during the policy period the insured requests removal of this endorsement; or
2. the insured adds an operator to their policy who has a merit rating code of 05 or greater.

Points previously waived for an accident will be assigned in accordance with our Merit Rating Plan as of the date that this coverage is removed.

Where there has been a lapse in coverage, the policy will automatically be reinstated with this endorsement, if eligible. Accident Forgiveness will apply only to subsequent accidents in accordance with the terms of the endorsement.

There is a 10% charge to the policy premium for accident forgiveness to apply, Note: This charge does not apply to the Commerce Elite Package or Commerce Enhancer Package endorsements.

Calculation of Premium Adjustment

The merit rating adjustment is multiplied by the otherwise applicable premium for Part 1 - Compulsory Bodily Injury, Part 2 - Personal Injury Protection, Part 4 – Damage to Someone Else's Property, Part 5 – Optional Bodily Injury and Part 7 - Collision.

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6. Apply discounts/factor in the following order: motorcycle training, anti-theft, senior citizen, household, loyalty plus, account, group, green, clean in three;
7. Apply merit rating;
8. Apply paid in full.
9. Add Motorcycle Accessory Coverage premium.
10. Apply Accident Forgiveness

The premium for each exposure shall be rounded to the nearest whole dollar at the end of each step. (Rounding should occur after the application of each discount.)

B. Original Cost New Determination Rule

New Business: When an Original Cost New (OCN) can not be determined from the Registry or another viable third party valuation source (i.e. NADA books, internet etc.). We may determine original cost new based on an original new sales receipt.

Renewal Business: When converting a renewal policy from the Actual Retail Value (ARV) rating methodology to the Original Cost New (OCN) rating methodology, if the OCN can not be determined, then the OCN should be calculated as follows:

$$\text{OCN} = \text{ARV} \times \text{Age Appreciation Factor}$$

The applicable factors are as follows:

Age of Vehicle	Appreciation Factor
1	1.000
2	1.100
3	1.200
4	1.300
5	1.450
6	1.650
7	1.900
8 +	2.250

***Note:** Original Cost New is necessary only if Part 7 – Collision, Part 8 – Limited Collision and/or Part 9 – Comprehensive coverage is purchased.

C. Territory Definitions

Except for East Boston and South Boston, sections of cities and towns designated “North,” “East,” “South,” and “West” or with a prefix or suffix merely supplemental to the principal name (such as **West** Newton or Arlington **Heights**) are not separately listed (see principal designation). In some instances (such as **North** Andover) there are two distinct townships, Andover and North Andover, in which case both are listed.

Counties are indicated by the Statistical Code Numbers as follows:

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

Motorcycle Rating Rules and Territory Definitions

A. Premium Calculation Rule

Premiums for Motorcycles shall be calculated using the following step procedures. Note that not all of these steps may be applicable for every coverage or policyholder.

1. Determine the manual base premium by territory and Group (A-F).
2. Apply adjustments for increased limits or deductible, if applicable;
3. Apply the inexperienced driver adjustment factor of 1.75, if applicable;
4. Add waiver of deductible charges, if applicable;
5. Apply extra risk rating factor, if applicable.
6. Apply discounts/factor in the following order: motorcycle training, anti-theft, senior citizen, household, loyalty plus, account, group, green, clean in three;
7. Apply merit rating;
8. Apply paid in full.
9. Add Motorcycle Accessory Coverage premium.
10. Apply Accident Forgiveness

The premium for each exposure shall be rounded to the nearest whole dollar at the end of each step. (Rounding should occur after the application of each discount.)

B. Original Cost New Determination Rule

New Business: When an Original Cost New (OCN) can not be determined from the Registry or another viable third party valuation source (i.e. NADA books, internet etc.); ~~We may determine original cost new based on an original new sales receipt; we will provide physical damage coverage on a Stated Amount basis only once an appraisal is received and accepted by the Company.~~

Renewal Business: When converting a renewal policy from the Actual Retail Value (ARV) rating methodology to the Original Cost New (OCN) rating methodology, if the OCN can not be determined, then the OCN should be calculated as follows:

$$OCN = ARV \times \text{Age Appreciation Factor}$$

The applicable factors are as follows:

Age of Vehicle	Appreciation Factor
1	1.000
2	1.100
3	1.200
4	1.300
5	1.450
6	1.650
7	1.900
8 +	2.250

***Note:** Original Cost New is necessary only if Part 7 – Collision, Part 8 – Limited Collision and/or Part 9 – Comprehensive coverage is purchased.

C. Territory Definitions

Except for East Boston and South Boston, sections of cities and towns designated “North,” “East,” “South,” and “West” or with a prefix or suffix merely supplemental to the principal name (such as **West** Newton or Arlington **Heights**) are not separately listed (see principal designation). In some instances (such as **North** Andover) there are two distinct townships, Andover and North Andover, in which case both are listed.

Counties are indicated by the Statistical Code Numbers as follows:

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

RULE 40. ANTIQUÉ MOTOR CARS

Any motor vehicle or motorcycle registered as an antique or, if not registered, is over twenty-five years old which is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and which is not used primarily for the transportation of passengers or goods over any way, provided that the application for registration thereof is accompanied by an affidavit upon a form provided by the Registrar which will include a statement of the age and intended use of such motor vehicle. Refer to Rule 41 for Stated Amount Coverage.

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

Endorsement M-0047-S titled Antique Auto must be issued with the policy. Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

An Antique Motor Vehicle is rated as follows:

1. For Coverage Parts 1, 2 4 and 5, charge a percentage of the otherwise applicable Class 10 private passenger premium, in accordance with Rule 11, Premium Calculation.
2. For coverage Parts 3, 6 and 12 charge the applicable private passenger premium, in accordance with Rule 11 – Premium Calculation.
3. For Coverage Parts 7, 8, and 9, determine the symbol based on the appraised value. Then charge a percentage of the otherwise applicable Class 10 private passenger premium in accordance with Rule 11 – Premium Calculation, for the latest model year.

Antique Motor Vehicles are not eligible to receive Coverage Part 10, Substitute Transpiration and Part 11 – Towing and Labor.

An Antique Motorcycle is rated as follows:

1. For Coverage Parts 1, 2 4 and 5, charge a percentage of the otherwise applicable motorcycle base premium in accordance with the motorcycle premium calculation rule.
2. For coverage Parts 3, 6 and 12 charge the applicable motorcycle premium in accordance with the motorcycle premium calculation rule.
3. For Coverage Parts 7, 8, and 9, determine the appraised value. Then charge a percentage of the Territory 1 base premium in accordance with the motorcycle premium calculation rule.

Antique Motorcycles are not eligible to receive Coverage Part 11 – Towing and Labor.

This calculation and the applicable rating percentages are further defined in the Miscellaneous Motor Vehicle Rate Page.

RULE 41. STATED AMOUNT COVERAGE

Part 7 - Collision, Part 8 – Limited Collision and Part 9 - Comprehensive

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

1. An appraisal will be made at the time of application to establish the current market value of the vehicle. The cost of the appraisal will be borne by the policyholder. The company will verify the accuracy of the appraisal.
2. Using the appraised value and the vehicle's model year, refer to Rule 22 to determine the symbol group. Obtain the stated amount rate from the Stated Amount Rate Calculation stated below. Apply the rate obtained to each \$100 of the appraised valuation.
3. Determine final premium in accordance to Rule 11 – Premium Calculation

We will provide physical damage coverage on a Stated Amount basis only once an appraisal is received and accepted by the Company. Policies with stated amount require an appraisal at new business and once every 3 years on renewal.

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

RULE 40. ANTIQUÉ MOTOR CARS

Any motor vehicle or motorcycle registered as an antique or, if not registered, is over twenty-five years old which is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and which is not used primarily for the transportation of passengers or goods over any way, provided that the application for registration thereof is accompanied by an affidavit upon a form provided by the Registrar which will include a statement of the age and intended use of such motor vehicle. [Refer to Rule 41 for Stated Amount Coverage.](#)

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

Endorsement M-0047-S titled Antique Auto must be issued with the policy.
Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

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1. For Coverage Parts 1, 2 4 and 5, charge a percentage of the otherwise applicable Class 10 private passenger premium, in accordance with Rule 11, Premium Calculation.
2. For coverage Parts 3, 6 and 12 charge the applicable private passenger premium, in accordance with Rule 11 – Premium Calculation.
3. For Coverage Parts 7, 8, and 9, determine the symbol based on the appraised value. Then charge a percentage of the otherwise applicable Class 10 private passenger premium in accordance with Rule 11 – Premium Calculation, for the latest model year.

Antique Motor Vehicles are not eligible to receive Coverage Part 10, Substitute Transpiration and Part 11 – Towing and Labor.

An Antique Motorcycle is rated as follows:

1. For Coverage Parts 1, 2 4 and 5, charge a percentage of the otherwise applicable motorcycle base premium in accordance with the motorcycle premium calculation rule.
2. For coverage Parts 3, 6 and 12 charge the applicable motorcycle premium in accordance with the motorcycle premium calculation rule.
3. For Coverage Parts 7, 8, and 9, determine ~~the symbol based on~~ the appraised value. Then charge a percentage of the Territory 1 base premium in accordance with the motorcycle premium calculation rule.

Antique Motorcycles are not eligible to receive Coverage Part 11 – Towing and Labor.

This calculation and the applicable rating percentages are further defined in the Miscellaneous Motor Vehicle Rate Page.

RULE 41. STATED AMOUNT COVERAGE

Part 7 - Collision, Part 8 – Limited Collision and Part 9 - Comprehensive

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

1. An appraisal will be made at the time of application to establish the current market value of the vehicle. The cost of the appraisal will be borne by the policyholder. The company will verify the accuracy of the appraisal.
2. Using the appraised value and the vehicle's model year, refer to Rule 22 to determine the symbol group. Obtain the stated amount rate from the Stated Amount Rate Calculation stated below. Apply the rate obtained to each \$100 of the appraised valuation.
3. Determine final premium in accordance to Rule 11 – Premium Calculation

[We will provide physical damage coverage on a Stated Amount basis only once an appraisal is received and accepted by the Company. Policies with stated amount require an appraisal at new business and once every 3 years on renewal.](#)

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

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

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.75. The merit rating assigned to an operator on a private passenger automobile insurance policy, if available, will also be applied to the motorcycle policy in accordance with the merit rating plan (Rule 56). Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

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

Part 2 - Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Part 2 - Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law. If Part 5 - Optional Bodily Injury to Others is purchased with guest occupants excluded, Endorsement M-0002-S titled "Guest Occupants Exclusion" must be issued with the policy.

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

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

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

Group A - Cubic Centimeter Engine Displacement of 350 or less.

Group B - Cubic Centimeter Engine Displacement of 351-500.

Group C - Cubic Centimeter Engine Displacement of 501-650

Group D - Cubic Centimeter Engine Displacement of 651-850

Group E - Cubic Centimeter Engine Displacement of 851-1250

Group F - Cubic Centimeter Engine Displacement over 1250

Fire - See rate section.

Theft - See rate section.

Comprehensive - See rate section.

Collision - See rate section.

Limited Collision - See rate section.

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

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.75. The merit rating assigned to an operator on a private passenger automobile insurance policy, if available, will also be applied to the motorcycle policy in accordance with the merit rating plan (Rule 56). Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

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

Part 2 - Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Part 2 - Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law. If Part 5 - Optional Bodily Injury to Others is purchased with guest occupants excluded, Endorsement M-0002-S titled "Guest Occupants Exclusion" must be issued with the policy.

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

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

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

Group A - Cubic Centimeter Engine Displacement of 350 or less.

Group B - Cubic Centimeter Engine Displacement of 351-500.

Group C - Cubic Centimeter Engine Displacement of 501-650

Group D - Cubic Centimeter Engine Displacement of 651-850

Group E - Cubic Centimeter Engine Displacement of 851-1250

Group F - Cubic Centimeter Engine Displacement over 1250

Fire - See rate section.

Theft - See rate section.

Comprehensive - See rate section.

Collision - See rate section.

Limited Collision - See rate section.

RULE 19. DISCOUNTS

A. Multi-Car

An individual (or lawfully married individuals residing in the same household), who owns two or more automobiles and purchases coverage from Commerce for at least two such automobiles, shall be entitled to a reduction of the premium applicable to Coverage Parts 1, 2, 4, 5, 7, 8 and 9. At least two of the automobiles must be private passenger vehicles as defined in Rule 27, except that vehicles classified as antiques are not eligible. Refer to Miscellaneous Rating Factors page for applicable discount.

B. Account Discount

The Account Discount applies if a named insured:

- (1) purchases a Personal Automobile Insurance Policy from Commerce, (eligible policies must include vehicles of the private passenger type as defined in Rule 27, motorcycles, or motor homes/camper bodies as defined in Rule 39) and number (2) or (3) below are met. Vehicles classified as antiques, and miscellaneous motor vehicle types (with the exception of motor homes/camper bodies as defined in Rule 39) are not eligible.
- (2) maintains a Massachusetts Property Insurance Policy on their principal place of residence with Commerce, the FAIR Plan, or another eligible company. The property policy shall include a Homeowner, Condominium (not rented to others), or Renters policy, but shall not include a dwelling/fire only policy.
- (3) maintains a qualifying MAPFRE life insurance policy(ies). A qualifying MAPFRE life insurance policy is an active individual term life or individual whole life policy within the policyholder’s account that is owned by the named insured or a related household member.

If the above criteria are met:

- Only the largest single discount shall apply; and
- A discount of the premium applicable for Coverage Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 will be given to eligible policyholders as follows:

Description	No MAPFRE Life Policies	MAPFRE Life Policy
Commerce Auto only	0%	2%
Commerce Auto and Home (HO 2, 3)	11%	13%
Commerce Auto and Home (HO 15)	15%	17%
Commerce Auto and Home (HO 4, 6)	9%	11%
Property with the Fair Plan	3%	5%
Property with Other Carrier	5%	7%

C. Anti-Theft Device

Refer to Anti-Theft Devices Standards and Discounts Section.

D. Class 15

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. If the principal operator becomes age 65 during the policy year, the class 10 premium will be adjusted as of that date. The premium adjustment will be credited to the policyholder on that date unless that date is within sixty days of the expiration date of the policy, in which case the adjustment may be credited to the renewal policy. A notice of this classification change must be sent, or made electronically available to the policyholder either prior to or with the proposed adjustment. The policyholder is required to notify Commerce of any change in operator usage which would affect entitlement to the discount.

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

E. Annual Mileage Discount

A discount of the premium paid for Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12 will be given to eligible policyholders when the annual mileage of the vehicle falls into one of five categories. The discount will be based on: (1) the actual mileage driven in the previous policy year, a recent 12 month period as determined by a comparison of two odometer readings, at least six months apart, and not more than 24 months ~~old prior to renewal processing or~~, obtained from Registry of Motor Vehicle information, or ~~the Company may require (2) if not available, a certification by the insured on~~ the Annual Mileage Discount Form ~~and or other paper or on-line standard automobile insurance forms required by the company~~. Refer to the Miscellaneous Rating Factors page for the applicable categories and discounts.

1. Eligibility

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as antiques are not eligible. Commerce may request that the applicant for the discount complete the Annual Mileage Discount Form or other paper or on-line form for the verification of eligibility for the discount.

2. Verification

~~The discount will be based on the actual mileage driven in the previous policy year using the following verification steps:~~

~~**Step 1:** Commerce will use information from the Vehicle Inspection System of the Registry of Motor Vehicles to determine annual mileage. The difference in the two most recent odometer readings reported by the Registry within the last 24 months, if at least six months apart, shall be annualized to determine eligibility for the discount.~~

~~**Step 2:** If the Vehicle Inspection System reports only one odometer reading within the past 24 months at the time of verification, 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 will be annualized to determine eligibility.~~

~~The Annual Mileage Discount will not be applied if verification cannot be made using the steps identified above.~~

~~If two odometer readings, at least six months apart are not available to Commerce through the Registry of Motor Vehicles as set forth above, or if the Annual Mileage Discount Form or other required form is not completed by the insured and provided to the company prior to renewal processing, the vehicle is not eligible for the annual mileage discount~~

If a vehicle replaces another vehicle which is receiving the discount, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

3. Application of Discount

The applicable discount applies to rates otherwise determined for each insured vehicle by coverage, limits purchased, territory code, driver class, and model year and symbol prior to the application of the premium adjustment required under the Merit Rating Plan.

RULE 38. Disappearing Deductible Credit

The Disappearing Deductible Credit is available to all eligible policyholders as of May 1, 2013. Endorsement CIC 2197 will be attached to all eligible new and renewal policies. For renewal policies issued on and after May 1, 2013, prior year(s) of coverage with Commerce count for the purposes of determining deductible credit awards.

Eligibility

The coverage applies if a premium is shown for any auto in the Coverage Selections Page for Collision or Limited Collision.

Credit Awards

~~The awarded credit, if any, as of policy inception is shown on the Coverage Selections Page.~~ Credits will be awarded after one full clean year where no credits were used or lost. "Clean Year" means any twelve month policy period in which the insured has their auto insured by Commerce and: (1) no operator was surcharged for an at-fault accident, and (2) the policy was free of hit and run Collision or Comprehensive loss payments greater than \$500.

The Insured's policy will earn a \$50 credit for each consecutive clean year(s) after the initial clean year up to the policy period. The maximum credits that can be earned is \$250.

If the credits are used or lost, a new clean policy year must be completed before the insured is awarded credits again.

Using Credits

Credits will be used to reduce the deductible amount that is owed on a Collision, Limited Collision or Comprehensive claim greater than \$500 to which the deductible applies as long as the insured is not eligible for coverage under the Elite Package Endorsement. If the deductible is waived in whole or part by the Elite Package endorsement, that coverage prevails.

Credits will be set to \$0 if they are used during the policy period.

Losing Credits

Credits will be lost and will be set to \$0 during the policy period if:

- At any time the insured does not have Collision Limited Collision coverage on at least one auto covered by the policy;
- The insured or any operator listed on the policy is surcharged for an at-fault accident when there is no Collision or Limited Collision claim made;
- The deductible is waived in whole or part by coverage in the Elite Package Endorsement;
- The policy cancels with a lapse in coverage.

RULE 40. ANTIQUÉ MOTOR CARS

Any motor vehicle or motorcycle registered as an antique or, if not registered, is over twenty-five years old which is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and which is not used primarily for the transportation of passengers or goods over any way, provided that the application for registration thereof is accompanied by an affidavit upon a form provided by the Registrar which will include a statement of the age and intended use of such motor vehicle. [Refer to Rule 41 for Stated Amount Coverage.](#)

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

Endorsement M-0047-S titled Antique Auto must be issued with the policy.
Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

An Antique Motor Vehicle is rated as follows:

1. For Coverage Parts 1, 2 4 and 5, charge a percentage of the otherwise applicable Class 10 private passenger premium, in accordance with Rule 11, Premium Calculation.
2. For coverage Parts 3, 6 and 12 charge the applicable private passenger premium, in accordance with Rule 11 – Premium Calculation.
3. For Coverage Parts 7, 8, and 9, determine the symbol based on the appraised value. Then charge a percentage of the otherwise applicable Class 10 private passenger premium in accordance with Rule 11 – Premium Calculation, for the latest model year.

Antique Motor Vehicles are not eligible to receive Coverage Part 10, Substitute Transpiration and Part 11 – Towing and Labor.

An Antique Motorcycle is rated as follows:

1. For Coverage Parts 1, 2 4 and 5, charge a percentage of the otherwise applicable motorcycle base premium in accordance with the motorcycle premium calculation rule.
2. For coverage Parts 3, 6 and 12 charge the applicable motorcycle premium in accordance with the motorcycle premium calculation rule.
3. For Coverage Parts 7, 8, and 9, determine ~~the symbol based on~~ the appraised value. Then charge a percentage of the Territory 1 base premium in accordance with the motorcycle premium calculation rule.

Antique Motorcycles are not eligible to receive Coverage Part 11 – Towing and Labor.

This calculation and the applicable rating percentages are further defined in the Miscellaneous Motor Vehicle Rate Page.

RULE 41. STATED AMOUNT COVERAGE

Part 7 - Collision, Part 8 – Limited Collision and Part 9 - Comprehensive

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

1. An appraisal will be made at the time of application to establish the current market value of the vehicle. The cost of the appraisal will be borne by the policyholder. The company will verify the accuracy of the appraisal.
2. Using the appraised value and the vehicle's model year, refer to Rule 22 to determine the symbol group. Obtain the stated amount rate from the Stated Amount Rate Calculation stated below. Apply the rate obtained to each \$100 of the appraised valuation.
3. Determine final premium in accordance to Rule 11 – Premium Calculation

[We will provide physical damage coverage on a Stated Amount basis only once an appraisal is received and accepted by the Company. Policies with stated amount require an appraisal at new business and once every 3 years on renewal.](#)

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

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

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.75. The merit rating assigned to an operator on a private passenger automobile insurance policy, if available, will also be applied to the motorcycle policy in accordance with the merit rating plan (Rule 56). Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

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

Part 2 - Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Part 2 - Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law. If Part 5 - Optional Bodily Injury to Others is purchased with guest occupants excluded, Endorsement M-0002-S titled "Guest Occupants Exclusion" must be issued with the policy.

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

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

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

Group A - Cubic Centimeter Engine Displacement of 350 or less.

Group B - Cubic Centimeter Engine Displacement of 351-500.

Group C - Cubic Centimeter Engine Displacement of 501-650

Group D - Cubic Centimeter Engine Displacement of 651-850

Group E - Cubic Centimeter Engine Displacement of 851-1250

Group F - Cubic Centimeter Engine Displacement over 1250

Fire - See rate section.

Theft - See rate section.

Comprehensive - See rate section.

Collision - See rate section.

Limited Collision - See rate section.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

If an inspection is not conducted prior to the expiration of the deferral period specified in 211 CMR 94.07 (1), Physical Damage Coverage on the Private Passenger Motor Vehicle is automatically suspended at 12:01 a.m. on the day following the tenth calendar day allowed by 211 CMR 94.07(1), and will continue until the inspection is effected.

Commerce will reinstate Physical Damage Coverage effective at the time of inspection, in accordance to the Regulation, if the Applicant thereafter requests an inspection.

Standards and Procedures for Inspection

- (1) Pre-insurance Inspections required or permitted pursuant 211 CMR 94.00 will be conducted by an Authorized Representative of Commerce at a time and place reasonably convenient to the Applicant. A reasonable convenient time shall include, in addition to customary business hours, sufficient early morning, evening and weekend hours. A reasonably convenient place shall not be more than five miles from the city or town where the Private Passenger Motor Vehicle is principally garaged.
- (2) (a) Any forms issued by Commerce to the Applicant, for presentation to the Authorized Representative will not contain the Vehicle Identification Number (VIN) of the motor vehicle to be inspected.

(b) The Inspection will:
 1. be recorded in the Motor Vehicle Pre-Insurance Inspection Report;
 2. include two color photographs of the Private Passenger Motor Vehicle;
 3. include a close-up color photograph showing the Vehicle Identification Number (VIN) located on the Environmental Protection Agency/Federal Certification Label (EPA) sticker affixed to the driver's side door jamb. The photograph will be of sufficient clarity that the information contained on the EPA sticker and the VIN is legible. If the EPA sticker is damaged, faded, missing or otherwise not legible, a photograph of the EPA sticker or of the area of the door jamb where the sticker normally is located still is required.
(c) The Authorized Representative will take additional photographs showing any damaged areas of the Private Passenger Motor Vehicle.

(d) The inspection information and photographs must be sent immediately to Commerce which will be retained for three years as provided by the Regulation.
- (3) Commerce will maintain an up-to-date list of all its authorized representatives and inspection sites.
- (4) There will be no additional or separate charge to the Applicant in connection with an inspection of a Private Passenger Motor Vehicle.

RULE 56. MERIT RATING PLAN

The following is an overview of the terms of the Merit Rating Plan and its impact on underlying rates.

Experience Period

Each listed operator on a policy is assigned a merit rating based on the operator's driving record. The merit rating adjustment is a percentage multiplied by the otherwise applicable premium that reflects the number, type, and age of at fault accidents and traffic violations of the operator during the policy experience period. The percentage can be either positive or negative.

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

The merit rating adjustment will be determined based on the merit rating code reported to us by the Merit Rating Board.

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 Commerce 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, Commerce 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 Commerce 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, Commerce will submit a policy inquiry to the Merit Rating Board in compliance with the MRB manual and its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents will be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating code.

If an operator's MVR is not electronically available, the operator's policy experience period will begin as of the effective date of the policy until Commerce receives an authorized inquiry response from the Merit Rating Board with the operator's actual merit rating code. The operator may obtain an official driving record or a record from a previous insurer and submit it to Commerce. 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 Commerce. 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, Commerce will submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating code.

Determination of Merit Rating Code

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

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

An "at-fault" accident is one in which the company determines that the involved 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, damage to someone else's property, collision or limited 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 or traffic violations in the past five years is three or less, the points assigned to each incident shall be reduced by one, and the total number of points assigned to the operator shall be the sum of those reduced points. 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 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. In addition, a merit rating code of 98 will be assigned to an operator with at least 5 years of experience, with an incident free period equal to or greater than three, with 1 minor non criminal traffic violation that occurred in the 4th, 5th or 6th year of the experience period.

In determining the merit rating adjustment for motorcycles, the merit rating code for a motorcycle operator is the merit rating code otherwise determined unless the operator is classified as inexperienced under Rule 44 and the otherwise applicable merit rating code for the operator is 98 or 99.

The motorcycle rating code will be determined as follows:

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Years of Motorcycle Experience	Operator Merit Rating Code	Motorcycle Merit Rating Code
5 but less than 6	99	98
	98	98
Less than 5	99	00
	98	00

Accident Forgiveness – CIC 2209

Accident Forgiveness means that Commerce will waive and not assign points for an at-fault accident under the Merit Rating Plan if:

1. The policy was endorsed with this coverage at the time the accident occurred;
2. The operator ~~and the vehicle~~ involved in the accident ~~were~~ is listed on the Coverage Selections Page at the time of the accident and the Merit Rating Board has posted for the at fault accident to the account of the operator; and
3. The operator involved in the accident was not deferred or excluded from coverage.

If Accident Forgiveness was applied in a prior term of this policy, Commerce will continue to waive the points for that accident until: (1) the accident no longer qualifies for points under our Merit Rating Plan; (2) this endorsement is removed; or (3) there is a lapse in coverage.

Conditions

- At the time this endorsement is initially purchased all operators on the policy must have a merit rating code of: 99, 98, 00, 01, 02, 03, or 04.
- Only one at-fault accident per policy will be forgiven at any point in time.
- Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.
- The Merit Rating Board's surcharge date is used to determine which at-fault accident is the oldest.
- Any other accidents that occur while one accident is being forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at-fault accident is reversed by the Board of Appeals.

Removal of Accident Forgiveness

Commerce will remove this endorsement and Accident Forgiveness will no longer apply if:

1. at any point in time during the policy period the insured requests removal of this endorsement; or
2. the insured adds an operator to their policy who has a merit rating code of 05 or greater.

Points previously waived for an accident will be assigned in accordance with our Merit Rating Plan as of the date that this coverage is removed.

Where there has been a lapse in coverage, the policy will automatically be reinstated with this endorsement, if eligible. Accident Forgiveness will apply only to subsequent accidents in accordance with the terms of the endorsement.

There is a 10% charge to the policy premium for accident forgiveness to apply, Note: This charge does not apply to the Commerce Elite Package or Commerce Enhancer Package endorsements.

Calculation of Premium Adjustment

The merit rating adjustment is multiplied by the otherwise applicable premium for Part 1 - Compulsory Bodily Injury, Part 2 - Personal Injury Protection, Part 4 – Damage to Someone Else's Property, Part 5 – Optional Bodily Injury and Part 7 - Collision.

Motorcycle Rating Rules and Territory Definitions

A. Premium Calculation Rule

Premiums for Motorcycles shall be calculated using the following step procedures. Note that not all of these steps may be applicable for every coverage or policyholder.

1. Determine the manual base premium by territory and Group (A-F).
2. Apply adjustments for increased limits or deductible, if applicable;
3. Apply the inexperienced driver adjustment factor of 1.75, if applicable;
4. Add waiver of deductible charges, if applicable;
5. Apply extra risk rating factor, if applicable.
6. Apply discounts/factor in the following order: motorcycle training, anti-theft, senior citizen, household, loyalty plus, account, group, green, clean in three;
7. Apply merit rating;
8. Apply paid in full.
9. Add Motorcycle Accessory Coverage premium.
10. Apply Accident Forgiveness

The premium for each exposure shall be rounded to the nearest whole dollar at the end of each step. (Rounding should occur after the application of each discount.)

B. Original Cost New Determination Rule

New Business: When an Original Cost New (OCN) can not be determined from the Registry or another viable third party valuation source (i.e. NADA books, internet etc.); ~~We may determine original cost new based on an original new sales receipt; we will provide physical damage coverage on a Stated Amount basis only once an appraisal is received and accepted by the Company.~~

Renewal Business: When converting a renewal policy from the Actual Retail Value (ARV) rating methodology to the Original Cost New (OCN) rating methodology, if the OCN can not be determined, then the OCN should be calculated as follows:

$$OCN = ARV \times \text{Age Appreciation Factor}$$

The applicable factors are as follows:

Age of Vehicle	Appreciation Factor
1	1.000
2	1.100
3	1.200
4	1.300
5	1.450
6	1.650
7	1.900
8 +	2.250

***Note:** Original Cost New is necessary only if Part 7 – Collision, Part 8 – Limited Collision and/or Part 9 – Comprehensive coverage is purchased.

C. Territory Definitions

Except for East Boston and South Boston, sections of cities and towns designated “North,” “East,” “South,” and “West” or with a prefix or suffix merely supplemental to the principal name (such as **West** Newton or Arlington **Heights**) are not separately listed (see principal designation). In some instances (such as **North** Andover) there are two distinct townships, Andover and North Andover, in which case both are listed.

Counties are indicated by the Statistical Code Numbers as follows:

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

Motorcycle Rating Rules and Territory Definitions

A. Premium Calculation Rule

Premiums for Motorcycles shall be calculated using the following step procedures. Note that not all of these steps may be applicable for every coverage or policyholder.

1. Determine the manual base premium by territory and Group (A-F).
2. Apply adjustments for increased limits or deductible, if applicable;
3. Apply the inexperienced driver adjustment factor of 1.75, if applicable;
4. Add waiver of deductible charges, if applicable;
5. Apply extra risk rating factor, if applicable.
6. Apply discounts/factor in the following order: motorcycle training, anti-theft, senior citizen, household, loyalty plus, account, group, green, clean in three;
7. Apply merit rating;
8. Apply paid in full.
9. Add Motorcycle Accessory Coverage premium.
10. Apply Accident Forgiveness

The premium for each exposure shall be rounded to the nearest whole dollar at the end of each step. (Rounding should occur after the application of each discount.)

B. Original Cost New Determination Rule

New Business: When an Original Cost New (OCN) can not be determined from the Registry or another viable source (i.e. NADA books, internet etc.), we will provide physical damage coverage on a Stated Amount basis only once an appraisal is received and accepted by the Company.

Renewal Business: When converting a renewal policy from the Actual Retail Value (ARV) rating methodology to the Original Cost New (OCN) rating methodology, if the OCN can not be determined, then the OCN should be calculated as follows:

$$\text{OCN} = \text{ARV} \times \text{Age Appreciation Factor}$$

The applicable factors are as follows:

Age of Vehicle	Appreciation Factor
1	1.000
2	1.100
3	1.200
4	1.300
5	1.450
6	1.650
7	1.900
8 +	2.250

***Note:** Original Cost New will only be requested if Part 7 – Collision, Part 8 – Limited Collision and/or Part 9 – Comprehensive coverage is purchased.

C. Territory Definitions

Except for East Boston and South Boston, sections of cities and towns designated “North,” “East,” “South,” and “West” or with a prefix or suffix merely supplemental to the principal name (such as **West** Newton or Arlington **Heights**) are not separately listed (see principal designation). In some instances (such as **North** Andover) there are two distinct townships, Andover and North Andover, in which case both are listed.

Counties are indicated by the Statistical Code Numbers as follows:

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	Dukes		Hampden
	Nantucket	5.....	Hampshire
	Plymouth	6.....	Middlesex
1.....	Berkshire	7.....	Norfolk
2.....	Bristol	8.....	Suffolk
3.....	Essex	9.....	Worcester

Motorcycle Rating Rules and Territory Definitions

A. Premium Calculation Rule

Premiums for Motorcycles shall be calculated using the following step procedures. Note that not all of these steps may be applicable for every coverage or policyholder.

1. Determine the manual base premium by territory and Group (A-F).
2. Apply adjustments for increased limits or deductible, if applicable;
3. Apply the inexperienced driver adjustment factor of 1.75, if applicable;
4. Add waiver of deductible charges, if applicable;
5. Apply extra risk rating factor, if applicable.
6. Apply discounts/factor in the following order: motorcycle training, anti-theft, senior citizen, household, loyalty plus, account, group, green, clean in three;
7. Apply merit rating;
8. Apply paid in full.
9. Add Motorcycle Accessory Coverage premium.
10. Apply Accident Forgiveness

The premium for each exposure shall be rounded to the nearest whole dollar at the end of each step. (Rounding should occur after the application of each discount.)

B. Original Cost New Determination Rule

New Business: When an Original Cost New (OCN) can not be determined from the Registry or another viable source (i.e. NADA books, internet etc.), we will provide physical damage coverage on a Stated Amount basis only once an appraisal is received and accepted by the Company.

Renewal Business: When converting a renewal policy from the Actual Retail Value (ARV) rating methodology to the Original Cost New (OCN) rating methodology, if the OCN can not be determined, then the OCN should be calculated as follows:

$$OCN = ARV \times \text{Age Appreciation Factor}$$

The applicable factors are as follows:

Age of Vehicle	Appreciation Factor
1	1.000
2	1.100
3	1.200
4	1.300
5	1.450
6	1.650
7	1.900
8 +	2.250

***Note:** Original Cost New will only be requested if Part 7 – Collision, Part 8 – Limited Collision and/or Part 9 – Comprehensive coverage is purchased.

C. Territory Definitions

Except for East Boston and South Boston, sections of cities and towns designated “North,” “East,” “South,” and “West” or with a prefix or suffix merely supplemental to the principal name (such as **West** Newton or Arlington **Heights**) are not separately listed (see principal designation). In some instances (such as **North** Andover) there are two distinct townships, Andover and North Andover, in which case both are listed.

Counties are indicated by the Statistical Code Numbers as follows:

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

RULE 19. DISCOUNTS

A. Multi-Car

An individual (or lawfully married individuals residing in the same household), who owns two or more automobiles and purchases coverage from Commerce for at least two such automobiles, shall be entitled to a reduction of the premium applicable to Coverage Parts 1, 2, 4, 5, 7, 8 and 9. At least two of the automobiles must be private passenger vehicles as defined in Rule 27, except that vehicles classified as antiques are not eligible. Refer to Miscellaneous Rating Factors page for applicable discount.

B. Account Discount

The Account Discount applies if a named insured:

- (1) purchases a Personal Automobile Insurance Policy from Commerce, (eligible policies must include vehicles of the private passenger type as defined in Rule 27, motorcycles, or motor homes/camper bodies as defined in Rule 39) and number (2) or (3) below are met. Vehicles classified as antiques, and miscellaneous motor vehicle types (with the exception of motor homes/camper bodies as defined in Rule 39) are not eligible.
- (2) maintains a Massachusetts Property Insurance Policy on their principal place of residence with Commerce, the FAIR Plan, or another eligible company. The property policy shall include a Homeowner, Condominium (not rented to others), or Renters policy, but shall not include a dwelling/fire only policy.
- (3) maintains a qualifying MAPFRE life insurance policy(ies). A qualifying MAPFRE life insurance policy is an active individual term life or individual whole life policy within the policyholder’s account that is owned by the named insured or a related household member.

If the above criteria are met:

- Only the largest single discount shall apply; and
- A discount of the premium applicable for Coverage Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 will be given to eligible policyholders as follows:

Description	No MAPFRE Life Policies	MAPFRE Life Policy
Commerce Auto only	0%	2%
Commerce Auto and Home (HO 2, 3)	11%	13%
Commerce Auto and Home (HO 15)	15%	17%
Commerce Auto and Home (HO 4, 6)	9%	11%
Property with the Fair Plan	3%	5%
Property with Other Carrier	5%	7%

C. Anti-Theft Device

Refer to Anti-Theft Devices Standards and Discounts Section.

D. Class 15

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. If the principal operator becomes age 65 during the policy year, the class 10 premium will be adjusted as of that date. The premium adjustment will be credited to the policyholder on that date unless that date is within sixty days of the expiration date of the policy, in which case the adjustment may be credited to the renewal policy. A notice of this classification change must be sent, or made electronically available to the policyholder either prior to or with the proposed adjustment. The policyholder is required to notify Commerce of any change in operator usage which would affect entitlement to the discount.

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

E. Annual Mileage Discount

A discount of the premium paid for Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12 will be given to eligible policyholders when the annual mileage of the vehicle falls into one of five categories. The discount will be based on: (1) the actual mileage driven in the previous policy year, a recent 12 month period as determined by a comparison of two odometer readings, at least six months apart, and not more than 24 months ~~old prior to renewal processing or~~, obtained from Registry of Motor Vehicle information, or ~~the Company may require (2) if not available, a certification by the insured on~~ the Annual Mileage Discount Form ~~and or other paper or on-line standard automobile insurance forms required by the company~~. Refer to the Miscellaneous Rating Factors page for the applicable categories and discounts.

1. Eligibility

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as antiques are not eligible. Commerce may request that the applicant for the discount complete the Annual Mileage Discount Form or other paper or on-line form for the verification of eligibility for the discount.

~~2. Verification~~

~~The discount will be based on the actual mileage driven in the previous policy year using the following verification steps:~~

~~**Step 1:** Commerce will use information from the Vehicle Inspection System of the Registry of Motor Vehicles to determine annual mileage. The difference in the two most recent odometer readings reported by the Registry within the last 24 months, if at least six months apart, shall be annualized to determine eligibility for the discount.~~

~~**Step 2:** If the Vehicle Inspection System reports only one odometer reading within the past 24 months at the time of verification, 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 will be annualized to determine eligibility.~~

~~The Annual Mileage Discount will not be applied if verification cannot be made using the steps identified above.~~

~~If two odometer readings, at least six months apart are not available to Commerce through the Registry of Motor Vehicles as set forth above, or if the Annual Mileage Discount Form or other required form is not completed by the insured and provided to the company prior to renewal processing, the vehicle is not eligible for the annual mileage discount~~

If a vehicle replaces another vehicle which is receiving the discount, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

3. Application of Discount

The applicable discount applies to rates otherwise determined for each insured vehicle by coverage, limits purchased, territory code, driver class, and model year and symbol prior to the application of the premium adjustment required under the Merit Rating Plan.

RULE 38. Disappearing Deductible Credit

The Disappearing Deductible Credit is available to all eligible policyholders as of May 1, 2013. Endorsement CIC 2197 will be attached to all eligible new and renewal policies. For renewal policies issued on and after May 1, 2013, prior year(s) of coverage with Commerce count for the purposes of determining deductible credit awards.

Eligibility

The coverage applies if a premium is shown for any auto in the Coverage Selections Page for Collision or Limited Collision.

Credit Awards

~~The awarded credit, if any, as of policy inception is shown on the Coverage Selections Page.~~ Credits will be awarded after one full clean year where no credits were used or lost. "Clean Year" means any twelve month policy period in which the insured has their auto insured by Commerce and: (1) no operator was surcharged for an at-fault accident, and (2) the policy was free of hit and run Collision or Comprehensive loss payments greater than \$500.

The Insured's policy will earn a \$50 credit for each consecutive clean year(s) after the initial clean year up to the policy period. The maximum credits that can be earned is \$250.

If the credits are used or lost, a new clean policy year must be completed before the insured is awarded credits again.

Using Credits

Credits will be used to reduce the deductible amount that is owed on a Collision, Limited Collision or Comprehensive claim greater than \$500 to which the deductible applies as long as the insured is not eligible for coverage under the Elite Package Endorsement. If the deductible is waived in whole or part by the Elite Package endorsement, that coverage prevails.

Credits will be set to \$0 if they are used during the policy period.

Losing Credits

Credits will be lost and will be set to \$0 during the policy period if:

- At any time the insured does not have Collision Limited Collision coverage on at least one auto covered by the policy;
- The insured or any operator listed on the policy is surcharged for an at-fault accident when there is no Collision or Limited Collision claim made;
- The deductible is waived in whole or part by coverage in the Elite Package Endorsement;
- The policy cancels with a lapse in coverage.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

If an inspection is not conducted prior to the expiration of the deferral period specified in 211 CMR 94.07 (1), Physical Damage Coverage on the Private Passenger Motor Vehicle is automatically suspended at 12:01 a.m. on the day following the tenth calendar day allowed by 211 CMR 94.07(1), and will continue until the inspection is effected.

Commerce will reinstate Physical Damage Coverage effective at the time of inspection, in accordance to the Regulation, if the Applicant thereafter requests an inspection.

Standards and Procedures for Inspection

- (1) Pre-insurance Inspections required or permitted pursuant 211 CMR 94.00 will be conducted by an Authorized Representative of Commerce at a time and place reasonably convenient to the Applicant. A reasonable convenient time shall include, in addition to customary business hours, sufficient early morning, evening and weekend hours. A reasonably convenient place shall not be more than five miles from the city or town where the Private Passenger Motor Vehicle is principally garaged.
- (2)
 - (a) Any forms issued by Commerce to the Applicant, for presentation to the Authorized Representative will not contain the Vehicle Identification Number (VIN) of the motor vehicle to be inspected.
 - (b) The Inspection will:
 1. be recorded in the Motor Vehicle Pre-Insurance Inspection Report;
 2. include two color photographs of the Private Passenger Motor Vehicle;
 3. include a close-up color photograph showing the Vehicle Identification Number (VIN) located on the Environmental Protection Agency/Federal Certification Label (EPA) sticker affixed to the driver's side door jamb. The photograph will be of sufficient clarity that the information contained on the EPA sticker and the VIN is legible. If the EPA sticker is damaged, faded, missing or otherwise not legible, a photograph of the EPA sticker or of the area of the door jamb where the sticker normally is located still is required.
 - (c) The Authorized Representative will take additional photographs showing any damaged areas of the Private Passenger Motor Vehicle.
 - (d) The inspection information and photographs must be sent immediately to Commerce which will be retained for three years as provided by the Regulation.
- (3) Commerce will maintain an up-to-date list of all its authorized representatives and inspection sites.
- (4) There will be no additional or separate charge to the Applicant in connection with an inspection of a Private Passenger Motor Vehicle.

RULE 56. MERIT RATING PLAN

The following is an overview of the terms of the Merit Rating Plan and its impact on underlying rates.

Experience Period

Each listed operator on a policy is assigned a merit rating based on the operator's driving record. The merit rating adjustment is a percentage multiplied by the otherwise applicable premium that reflects the number, type, and age of at fault accidents and traffic violations of the operator during the policy experience period. The percentage can be either positive or negative.

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

The merit rating adjustment will be determined based on the merit rating code reported to us by the Merit Rating Board.

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 Commerce 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, Commerce 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 Commerce 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, Commerce will submit a policy inquiry to the Merit Rating Board in compliance with the MRB manual and its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents will be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating code.

If an operator's MVR is not electronically available, the operator's policy experience period will begin as of the effective date of the policy until Commerce receives an authorized inquiry response from the Merit Rating Board with the operator's actual merit rating code. The operator may obtain an official driving record or a record from a previous insurer and submit it to Commerce. 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 Commerce. 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, Commerce will submit a policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's merit rating code.

Determination of Merit Rating Code

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

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

An "at-fault" accident is one in which the company determines that the involved 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, damage to someone else's property, collision or limited 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 or traffic violations in the past five years is three or less, the points assigned to each incident shall be reduced by one, and the total number of points assigned to the operator shall be the sum of those reduced points. 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 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. In addition, a merit rating code of 98 will be assigned to an operator with at least 5 years of experience, with an incident free period equal to or greater than three, with 1 minor non criminal traffic violation that occurred in the 4th, 5th or 6th year of the experience period.

In determining the merit rating adjustment for motorcycles, the merit rating code for a motorcycle operator is the merit rating code otherwise determined unless the operator is classified as inexperienced under Rule 44 and the otherwise applicable merit rating code for the operator is 98 or 99.

The motorcycle rating code will be determined as follows:

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Years of Motorcycle Experience	Operator Merit Rating Code	Motorcycle Merit Rating Code
5 but less than 6	99	98
	98	98
Less than 5	99	00
	98	00

Accident Forgiveness – CIC 2209

Accident Forgiveness means that Commerce will waive and not assign points for an at-fault accident under the Merit Rating Plan if:

1. The policy was endorsed with this coverage at the time the accident occurred;
2. The operator ~~and the vehicle~~ involved in the accident ~~were is~~ listed on the Coverage Selections Page at the time of the accident and the Merit Rating Board has posted for the at fault accident to the account of the operator; and
3. The operator involved in the accident was not deferred or excluded from coverage.

If Accident Forgiveness was applied in a prior term of this policy, Commerce will continue to waive the points for that accident until: (1) the accident no longer qualifies for points under our Merit Rating Plan; (2) this endorsement is removed; or (3) there is a lapse in coverage.

Conditions

- At the time this endorsement is initially purchased all operators on the policy must have a merit rating code of: 99, 98, 00, 01, 02, 03, or 04.
- Only one at-fault accident per policy will be forgiven at any point in time.
- Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.
- The Merit Rating Board's surcharge date is used to determine which at-fault accident is the oldest.
- Any other accidents that occur while one accident is being forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at-fault accident is reversed by the Board of Appeals.

Removal of Accident Forgiveness

Commerce will remove this endorsement and Accident Forgiveness will no longer apply if:

1. at any point in time during the policy period the insured requests removal of this endorsement; or
2. the insured adds an operator to their policy who has a merit rating code of 05 or greater.

Points previously waived for an accident will be assigned in accordance with our Merit Rating Plan as of the date that this coverage is removed.

Where there has been a lapse in coverage, the policy will automatically be reinstated with this endorsement, if eligible. Accident Forgiveness will apply only to subsequent accidents in accordance with the terms of the endorsement.

There is a 10% charge to the policy premium for accident forgiveness to apply, Note: This charge does not apply to the Commerce Elite Package or Commerce Enhancer Package endorsements.

Calculation of Premium Adjustment

The merit rating adjustment is multiplied by the otherwise applicable premium for Part 1 - Compulsory Bodily Injury, Part 2 - Personal Injury Protection, Part 4 – Damage to Someone Else's Property, Part 5 – Optional Bodily Injury and Part 7 - Collision.

Motorcycle Rating Rules and Territory Definitions

A. Premium Calculation Rule

Premiums for Motorcycles shall be calculated using the following step procedures. Note that not all of these steps may be applicable for every coverage or policyholder.

1. Determine the manual base premium by territory and Group (A-F).
2. Apply adjustments for increased limits or deductible, if applicable;
3. Apply the inexperienced driver adjustment factor of 1.75, if applicable;
4. Add waiver of deductible charges, if applicable;
5. Apply extra risk rating factor, if applicable.
6. Apply discounts/factor in the following order: motorcycle training, anti-theft, senior citizen, household, loyalty plus, account, group, green, clean in three;
7. Apply merit rating;
8. Apply paid in full.
9. Add Motorcycle Accessory Coverage premium.
10. Apply Accident Forgiveness

The premium for each exposure shall be rounded to the nearest whole dollar at the end of each step. (Rounding should occur after the application of each discount.)

B. Original Cost New Determination Rule

New Business: When an Original Cost New (OCN) can not be determined from the Registry or another viable source (i.e. NADA books, internet etc.), we will provide physical damage coverage on a Stated Amount basis only once an appraisal is received and accepted by the Company.

Renewal Business: When converting a renewal policy from the Actual Retail Value (ARV) rating methodology to the Original Cost New (OCN) rating methodology, if the OCN can not be determined, then the OCN should be calculated as follows:

$$OCN = ARV \times \text{Age Appreciation Factor}$$

The applicable factors are as follows:

Age of Vehicle	Appreciation Factor
1	1.000
2	1.100
3	1.200
4	1.300
5	1.450
6	1.650
7	1.900
8 +	2.250

***Note:** Original Cost New will only be requested if Part 7 – Collision, Part 8 – Limited Collision and/or Part 9 – Comprehensive coverage is purchased.

C. Territory Definitions

Except for East Boston and South Boston, sections of cities and towns designated “North,” “East,” “South,” and “West” or with a prefix or suffix merely supplemental to the principal name (such as **West** Newton or Arlington **Heights**) are not separately listed (see principal designation). In some instances (such as **North** Andover) there are two distinct townships, Andover and North Andover, in which case both are listed.

Counties are indicated by the Statistical Code Numbers as follows:

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