

**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RULES**

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1. ELIGIBILITY

All individually owned vehicles registered under the Massachusetts Compulsory Motor Vehicle Law and rated in this manual shall be written on the Encompass Insurance Company of Massachusetts Policy.

Coverage for risks not subject to the Compulsory Law shall be provided under the approved Encompass Insurance Company of Massachusetts Policy and associated endorsements. Such risks shall be written at rates determined in accordance with this Manual.

2. COVERAGES AND LIMITS

The types of coverages available in the Encompass Insurance Company of Massachusetts Policy are:

Compulsory Insurance Coverages

Part 1 - Bodily Injury To Others

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

Part 2 - Personal Injury Protection

The basic limit is \$8,000 for each person.

Refer to Rule 30 for available deductibles.

Part 3 - Bodily Injury Caused By An Uninsured Auto

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

Part 4 - Damage To Someone Else's Property

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

Optional Insurance Coverages

Part 5 - Optional Bodily Injury To Others

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

Part 6 - Medical Payments

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

Part 7 - Collision

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

Part 8 - Limited Collision

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

Part 9 - Comprehensive

This coverage is subject to a basic deductible of \$500. Other deductibles are available at the option of the insured. A separate glass deductible is also available at the option of the insured. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an actual cash value, stated amount or agreed amount basis.

Part 10 - Substitute Transportation

Transportation Coverage is available under one of four options. Option 1 includes Rental Reimbursement only. Options 2 through 4 automatically include Automobile Trip Interruption coverage (at \$100 per day/\$500 maximum limit) and Automobile Emergency Transportation Coverage at \$20. Extended Transportation Coverage is optional and can be purchased on a per auto basis.

Refer to Rule 17 for applicable limits and premiums.

Part 11 - Towing And Labor

Towing and Labor Coverage is available under one of two options. This coverage is optional and can be purchased on a per auto basis.

It is available only for private passenger motor vehicles and motorcycles.

Refer to Rule 33 for applicable limits and premiums.

Part 12 - Bodily Injury Caused By An Underinsured Auto

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

Other Coverages Available Are For:

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

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

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

3. MANDATORY OFFER OF COVERAGE

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

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

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

4. RESERVED FOR FUTURE USE

5. RESIDENCE AND LOCATION

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

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

Any motor vehicle owned by a NON-RESIDENT of Massachusetts for which Massachusetts registration is required, principally garaged **INSIDE** the Commonwealth, shall be charged the rate for the territory in which the motor vehicle is principally garaged by such NON-RESIDENT during the period of Massachusetts registration.

6. OUT-OF-STATE GARAGING

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

7. POLICY PERIOD

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

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

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

If a short term policy is cancelled at the request of the insured later than thirty days from the effective date or later than thirty days from the receipt of the policy, whichever is later, the return premium shall be calculated on a short rate basis using the appropriate short rate table applicable to short term policies found in Rule 18.

Percentages for Short Term Policies

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

*All dates inclusive

8. CHANGES

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

9. RESERVED FOR FUTURE USE

10. CERTIFIED RISKS – FINANCIAL RESPONSIBILITY LAWS

A. Application

If a certificate of insurance is necessary to comply with the requirements of a Financial Responsibility Law of any state, or province of the Dominion of Canada, evidence of financial responsibility will be issued upon request of the insured.

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

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

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

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

1. Owners

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

2. Non-Owners

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

B. Rating Factors

1. A factor of 1.50 is applicable if the certificate is required for a conviction listed below. This factor is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a factor of 1.05 applies.
 - a. Driving a motor vehicle while intoxicated or under the influence of marijuana or a narcotic drug.
 - b. Failing to stop and report when involved in an accident.
 - c. Homicide or assault arising out of the operation of a motor vehicle.

2. A factor 1.25 is applicable if the certificate is required for a conviction listed below. This factor is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a factor of 1.05 applies.
 - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results therefrom.
 - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results therefrom.
3. A factor of 1.05 is applicable if the certificate is required for any other cause whatsoever.
4. The applicable rating factors are to be applied to the final premium as developed for Parts 1, 2, 4 and 5.

11. PREMIUM CALCULATION RULE

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

1. Apply the appropriate rating factor under Rule 35, to the manual rate for Parts 1, 2, 4, 5, 6, 7, 8, and 9.
2. Apply the appropriate rating factor under Rule 24, to the manual rate for Parts 7 and 9, if applicable.
3. Apply the appropriate discount to the premium developed in Step 2. Refer to Rule 19 for a definition of the available discounts.

Parts 1 through 9 and Part 12 may be subject to more than one discount. In such case, the order of discounts shall be (1) Annual Mileage, (2) Multi-Car, (3) Anti-Theft, (4) Good Payer, (5) Paid-In-Full, (6) Years with Prior Carrier or Current Agent, (7) Future Effective Date, (8) New Car, (9) Property Insurance Policy, (10) Multi-Policy, (11) Good Student, (12) Enhanced Protection Discount (13) Group, and (14) Class 15. The discount shall be rounded to the nearest dollar after each application except for Class 15. (Refer to Rule 19 for the application of a Class 15 discount.)

4. Apply the appropriate merit rating factor and, if applicable, the Excellent Driver Discount or Excellent Driver Plus discount to the premium developed in step 3.
5. Determine the appropriate basic coverage package capping factor on a vehicle level, and apply it to the manual rate for Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12. The capping factor shall be calculated as follows:

If a vehicle qualifies for the basic coverage package as described in Division of Insurance Bulletin 2009-13, determine the applicable MAIP premium. The capping factor then equals the minimum of 1.00 and (MAIP Annual Premium Total / Encompass Annual Premium Subtotal)

If a vehicle does not qualify for the basic coverage package as described in Division of Insurance Bulletin 2009-13, the capping factor is equal to 1.00.

12. WHOLE DOLLAR PREMIUM RULE

The premium for each exposure shall be rounded at each step to the nearest whole dollar, separately for each coverage provided by the policy.

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

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

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

Exceptions:

- (1) The discount for insureds 65 and older - refer to Rule 19.

13. RESERVED FOR FUTURE USE

14. RESERVED FOR FUTURE USE

15. RESERVED FOR FUTURE USE

16. DEDUCTIBLES – PARTS 7, 8 AND 9

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

17. SUBSTITUTE TRANSPORTATION

The charges for this coverage are on a per vehicle/per year basis for automobiles and motorcycles. Refer to the table below for applicable limits and premiums. The premiums shown are not subject to any discounts other than the Class 15 Discount and the Paid In Full Discount for qualifying vehicles.

Private Passenger Autos		Rental Reimbursement		
<u>Available Options</u>	<u>Per day limit</u>	<u>Maximum limit</u>	<u>Premium Per Auto</u>	
Option 1	\$ 15	\$ 450	\$ 12	
Option 2	\$ 30	\$ 900	\$ 63	
Option 3	\$ 45	\$ 1,350	\$146	
Option 4	\$ 100	\$ 3,000	\$300	

Motorcycles		Rental Reimbursement		
<u>Available Options</u>	<u>Per day limit</u>	<u>Maximum limit</u>	<u>Premium Per Auto</u>	
Option 1	\$ 15	\$ 450	\$ 45	
Option 2	\$ 30	\$ 900	\$ 90	
Option 3	\$ 45	\$ 1,350	\$167	
Option 4	\$ 100	\$ 3,000	\$346	

18. TERMINATION OF INSURANCE

A. Cancellations

The following provisions apply when a policy is cancelled:

1. If a policy is cancelled by the company at any time, or by the insured within thirty days of the effective date or within thirty days of the receipt of the policy, whichever is later, the return premium shall be computed pro rata. "Policy" in this instance includes the copy of the coverage selections page showing the final approved rates for that policy year.

If the policy is cancelled at the request of the insured later than thirty days from the effective date or later than thirty days from the receipt of the policy, whichever is later, the return premium shall be calculated on a short rate basis except that in the following cases the return premium shall be computed pro rata:

- a. If the insured has disposed of the automobile, provided the insured takes out a new policy in the same company on another automobile to become effective within thirty days of the date of cancellation.
 - b. If the insured automobile is repossessed under terms of a financing agreement.
 - c. If an automobile is cancelled from a policy, the policy remaining in force on other automobiles, or if there remains in force in the name of the insured or his spouse, if a resident of the same household, and in the same company, a concurrent automobile policy covering another automobile.
 - d. If the insured enters the military service of the United States of America.
 - e. If the insured deletes or reduces any coverage and the policy remains in effect for other coverage.
2. **Theft of Vehicle or Plates**
 - a. If the insured automobile is stolen or destroyed (total or constructive total loss) and cancellation is requested by the insured within thirty days following the date the automobile is stolen or destroyed, the return premium for all coverages (including the premium for the coverages under which loss was paid) shall be calculated on a pro rata basis from the day following the date of such loss.
 - b. If the insured registration plates are stolen or destroyed, a lost plate affidavit is to be issued to the Registry of Motor Vehicles canceling only coverage with respect to such plates effective the day following the date of such loss, and the policy shall continue to provide coverage with respect to any replacement plates.
 - c. If the insured files a lost plate affidavit with the Registry of Motor Vehicles, the company may cancel the policy.
 3. Except as otherwise provided by law, no cancellation of the policy, or any of its parts, whether by the company or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party at least twenty days in each case prior to the intended effective date thereof. Notice of cancellation sent by the company to the insured and the loss payee at the addresses stated in the policy by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service, shall be a sufficient notice and that an affidavit of any officer, producer, or employee of the company, duly authorized for the purpose that he has so sent such addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. When the cancellation becomes effective, the company shall electronically transmit the pertinent data to the Registry of Motor Vehicles in the manner prescribed by the Uninsured Motorists System (UMS).

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

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

The policy shall terminate upon:

1. The sale or transfer of title by the owner of the motor vehicle or trailer thirty (30) days after the transfer unless the owner has registered a replacement motor vehicle.
2. The surrender to the Registry of Motor Vehicles of the registration plates issued to the owner of the motor vehicle by the Registrar of Motor Vehicles under Chapter 90, with a written statement, in such form as the said Registrar may require, (plates returned receipt) that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.
3. The filing with the Registry a certificate of insurance of another company as of the effective date of such certificate.

Note: If more than one motor vehicle or trailer is described in the policy, the termination of coverage applies only to the motor vehicle or trailer involved in one of the situations described above.

C. Reinstatement

If a policy has been cancelled by an insurance company, and such policy is later reinstated by the Board of appeal or by the Superior Court or Municipal Court of the City of Boston, the premium charge for the unexpired term of the policy shall be calculated pro rata on the premium applicable to the policy when originally issued.

D. Plates Returned Receipt

In the event that a policy has been terminated by-

- a. sale or transfer of the motor vehicle, or
- b. surrender of the registration plates by the owner of the motor vehicle with a written statement in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.

A receipt from the Registry of Motor Vehicles stating that the registration plates have been surrendered must be furnished to the insurance company.

E. Leased Vehicles Under Long Term Contract

In the event a policy of this type is cancelled, the cancellation notice is to be issued in the name of the person or organization to whom the policy was issued. A copy of the cancellation notice must be sent to the owner/registrant also, if it is other than the person to whom the policy was issued.

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

F. Instructions For Use of Pro Rata or Short Rate Table

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

Examples:

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

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

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

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

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

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

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

Example: 18 month policy term

No. of days in policy term	547
No. of days in effect	425
425 / 547 = .777 pro rata factor	
.777 x total premium = earned premium	

Instructions for Short Rate Table:

1. Determine the pro rata earned premium in accordance with the previous instructions.
2. Add that factor to the following factor:

Policy Period			Factors
Months in Effect			
in excess of	but less than		
0	1		.000
1	2		.055
2	3		.050
3	4		.045
4	5		.040
5	6		.035
6	7		.030
7	8		.025
8	9		.020
9	10		.015
10	11		.010
11	12		.005

3. Apply the factor determined in 2 above to the annual premium to compute the percentage of the annual premium which is to be retained by the company.

Example:

Pro rata premium in example	.214
Short rate factor (policy in effect 2-3 months)	<u>.050</u>
	.264

Earned premium for annual policy cancelled on a short rate basis is .264 times the annual premium.

PRO RATA TABLE

January			February			March			April			May			June		
Day Of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	.003	1	32	.088	1	60	.164	1	91	.249	1	121	.332	1	152	.416
2	2	.005	2	33	.090	2	61	.167	2	92	.252	2	122	.334	2	153	.419
3	3	.008	3	34	.093	3	62	.170	3	93	.255	3	123	.337	3	154	.422
4	4	.011	4	35	.096	4	63	.173	4	94	.258	4	124	.340	4	155	.425
5	5	.014	5	36	.099	5	64	.175	5	95	.260	5	125	.342	5	156	.427
6	6	.016	6	37	.101	6	65	.178	6	96	.263	6	126	.345	6	157	.430
7	7	.019	7	38	.104	7	66	.181	7	97	.266	7	127	.348	7	158	.433
8	8	.022	8	39	.107	8	67	.184	8	98	.268	8	128	.351	8	159	.436
9	9	.025	9	40	.110	9	68	.186	9	99	.271	9	129	.353	9	160	.438
10	10	.027	10	41	.112	10	69	.189	10	100	.274	10	130	.356	10	161	.441
11	11	.030	11	42	.115	11	70	.192	11	101	.277	11	131	.359	11	162	.444
12	12	.033	12	43	.118	12	71	.195	12	102	.279	12	132	.362	12	163	.447
13	13	.036	13	44	.121	13	72	.197	13	103	.282	13	133	.364	13	164	.449
14	14	.038	14	45	.123	14	73	.200	14	104	.285	14	134	.367	14	165	.452
15	15	.041	15	46	.126	15	74	.203	15	105	.288	15	135	.370	15	166	.455
16	16	.044	16	47	.129	16	75	.205	16	106	.290	16	136	.373	16	167	.458
17	17	.047	17	48	.132	17	76	.208	17	107	.293	17	137	.375	17	168	.460
18	18	.049	18	49	.134	18	77	.211	18	108	.296	18	138	.378	18	169	.463
19	19	.052	19	50	.137	19	78	.214	19	109	.299	19	139	.381	19	170	.466
20	20	.055	20	51	.140	20	79	.216	20	110	.301	20	140	.384	20	171	.468
21	21	.058	21	52	.142	21	80	.219	21	111	.304	21	141	.386	21	172	.471
22	22	.060	22	53	.145	22	81	.222	22	112	.307	22	142	.389	22	173	.474
23	23	.063	23	54	.148	23	82	.225	23	113	.310	23	143	.392	23	174	.477
24	24	.066	24	55	.151	24	83	.227	24	114	.312	24	144	.395	24	175	.479
25	25	.068	25	56	.153	25	84	.230	25	115	.315	25	145	.397	25	176	.482
26	26	.071	26	57	.156	26	85	.233	26	116	.318	26	146	.400	26	177	.485
27	27	.074	27	58	.159	27	86	.236	27	117	.321	27	147	.403	27	178	.488
28	28	.077	28	59	.162	28	87	.238	28	118	.323	28	148	.405	28	179	.490
29	29	.079				29	88	.241	29	119	.326	29	149	.408	29	180	.493
30	30	.082				30	89	.244	30	120	.329	30	150	.411	30	181	.496
31	31	.085				31	90	.247				31	151	.414			



**SECTION: ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RULES**

**EFFECTIVE: May 1, 2009
PAGE NO: 18-6-Massachusetts**

July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	.499	1	213	.584	1	244	.668	1	274	.751	1	305	.836	1	335	.918
2	183	.501	2	214	.586	2	245	.671	2	275	.753	2	306	.838	2	336	.921
3	184	.504	3	215	.589	3	246	.674	3	276	.756	3	307	.841	3	337	.923
4	185	.507	4	216	.592	4	247	.677	4	277	.759	4	308	.844	4	338	.926
5	186	.510	5	217	.595	5	248	.679	5	278	.762	5	309	.847	5	339	.929
6	187	.512	6	218	.597	6	249	.682	6	279	.764	6	310	.849	6	340	.932
7	188	.515	7	219	.600	7	250	.685	7	280	.767	7	311	.852	7	341	.934
8	189	.518	8	220	.603	8	251	.688	8	281	.770	8	312	.855	8	342	.937
9	190	.521	9	221	.605	9	252	.690	9	282	.773	9	313	.858	9	343	.940
10	191	.523	10	222	.608	10	253	.693	10	283	.775	10	314	.860	10	344	.942
11	192	.526	11	223	.611	11	254	.696	11	284	.778	11	315	.863	11	345	.945
12	193	.529	12	224	.614	12	255	.699	12	285	.781	12	316	.866	12	346	.948
13	194	.532	13	225	.616	13	256	.701	13	286	.784	13	317	.868	13	347	.951
14	195	.534	14	226	.619	14	257	.704	14	287	.786	14	318	.871	14	348	.953
15	196	.537	15	227	.622	15	258	.707	15	288	.789	15	319	.874	15	349	.956
16	197	.540	16	228	.625	16	259	.710	16	289	.792	16	320	.877	16	350	.959
17	198	.542	17	229	.627	17	260	.712	17	290	.795	17	321	.879	17	351	.962
18	199	.545	18	230	.630	18	261	.715	18	291	.797	18	322	.882	18	352	.964
19	200	.548	19	231	.633	19	262	.718	19	292	.800	19	323	.885	19	353	.967
20	201	.551	20	232	.636	20	263	.721	20	293	.803	20	324	.888	20	354	.970
21	202	.553	21	233	.638	21	264	.723	21	294	.805	21	325	.890	21	355	.973
22	203	.556	22	234	.641	22	265	.726	22	295	.808	22	326	.893	22	356	.975
23	204	.559	23	235	.644	23	266	.729	23	296	.811	23	327	.896	23	357	.978
24	205	.562	24	236	.647	24	267	.732	24	297	.814	24	328	.899	24	358	.981
25	206	.564	25	237	.649	25	268	.734	25	298	.816	25	329	.901	25	359	.984
26	207	.567	26	238	.652	26	269	.737	26	299	.819	26	330	.904	26	360	.986
27	208	.570	27	239	.655	27	270	.740	27	300	.822	27	331	.907	27	361	.989
28	209	.573	28	240	.658	28	271	.742	28	301	.825	28	332	.910	28	362	.992
29	210	.575	29	241	.660	29	272	.745	29	302	.827	29	333	.912	29	363	.995
30	211	.578	30	242	.663	30	273	.748	30	303	.830	30	334	.915	30	364	.997
31	212	.581	31	243	.666				31	304	.833				31	365	1.00

Denotes Change

(Rule 18)

**SHORT RATE CANCELLATION OF SHORT TERM POLICIES
Percentages of Policy Premiums to be Retained by Insurance Company**

No. of Days in force	Policy Effective Date																
								August		September		October		November		December	
	Jan.	Feb.	Mar.	Apr.	May	June	July	1-15	16-31	1-15	16-30	1-15	16-31	1-15	16-30	1-15	16-31
1-10	9	9	10	11	13	15	16	17	18	19	20	22	25	29	37	54	73
11-15	11	12	13	15	16	17	18	19	20	21	23	26	29	35	45	65	100
16-20	15	16	16	17	18	19	21	22	24	26	28	31	37	44	59	83	
21-25	17	17	18	19	20	22	24	26	28	30	34	37	44	53	70	100	
26-30	18	19	20	21	22	24	27	29	32	35	39	43	51	62	81	100	
31-35	19	20	21	23	24	27	30	33	36	39	44	49	59	70	91		
36-40	21	22	23	25	27	29	33	36	40	43	49	55	65	77	100		
41-45	22	24	25	27	29	32	35	40	43	48	54	61	71	85	100		
46-50	24	25	27	29	31	34	38	43	47	52	59	66	76	92			
51-55	25	27	28	30	33	37	41	47	51	57	63	71	82	100			
56-60	27	28	30	32	35	39	44	50	55	61	67	76	88	100			
61-65	28	30	32	34	37	42	47	53	59	64	71	80	94				
66-70	30	31	33	36	40	44	50	57	62	68	76	85	100				
71-75	31	33	35	38	42	47	53	60	65	71	80	90	100				
76-80	32	35	37	40	44	49	56	63	68	75	84	94					
81-85	34	36	39	42	46	52	59	66	71	78	88	99					
86-90	35	38	40	44	48	54	62	69	75	82	92	100					
91-105	38	41	44	48	53	59	66	74	81	89	100						
106-120	42	45	49	54	59	65	74	82	90	100							
121-135	47	50	54	59	65	71	81	91	100								
136-150	51	55	59	64	70	78	88	100									
151-165	55	60	63	69	75	84	95										
166-180	59	63	68	72	80	90	100										
181-195	63	67	72	78	85	96											
196-210	67	71	76	83	91	100											
211-225	70	75	80	87	94												
226-240	73	78	84	92	100												
241-255	77	82	88	94													
256-270	80	86	92	100													
271-285	84	90	96														
286-300	87	93	100														
301-315	90	97															
316-330	94	100															
331-360	99																
361-365	100																

TABLE 1
(Motorcycles with Registration
Expiration of December 31)



**SECTION: ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RULES**

**EFFECTIVE: May 1, 2009
PAGE NO: 18-8-Massachusetts**

No. of Days in force	<table border="0" style="width: 100%; text-align: center;"> <tr> <th colspan="2">July</th> <th colspan="2">August</th> <th colspan="2">September</th> <th colspan="2">October</th> <th colspan="2">November</th> </tr> <tr> <th>1-15</th><th>16-31</th> <th>1-15</th><th>16-31</th> <th>1-15</th><th>16-30</th> <th>1-15</th><th>16-31</th> <th>1-15</th><th>16-30</th> </tr> </table>																	July		August		September		October		November		1-15	16-31	1-15	16-31	1-15	16-30	1-15	16-31	1-15	16-30
	July		August		September		October		November																												
1-15	16-31	1-15	16-31	1-15	16-30	1-15	16-31	1-15	16-30																												
1-10	9	9	10	11	13	15	16	17	18	19	20	22	25	29	37	54	73																				
11-15	11	12	13	15	16	17	18	19	20	21	23	26	29	35	45	65	100																				
16-20	15	16	16	17	18	19	21	22	24	26	28	31	37	44	59	83																					
21-25	17	17	18	19	20	22	24	26	28	30	34	37	44	53	70	100																					
26-30	18	19	20	21	22	24	27	29	32	35	39	43	51	62	81	100																					
31-35	19	20	21	23	24	27	30	33	36	39	44	49	59	70	91																						
36-40	21	22	23	25	27	29	33	36	40	43	49	55	65	77	100																						
41-45	22	24	25	27	29	32	35	40	43	48	54	61	71	85	100																						
46-50	24	25	27	29	31	34	38	43	47	52	59	66	76	92																							
51-55	25	27	28	30	33	37	41	47	51	57	63	71	82	100																							
56-60	27	28	30	32	35	39	44	50	55	61	67	76	88	100																							
61-65	28	30	32	34	37	42	47	53	59	64	71	80	94																								
66-70	30	31	33	36	40	44	50	57	62	68	76	85	100																								
71-75	31	33	35	38	42	47	53	60	65	71	80	90	100																								
76-80	32	35	37	40	44	49	56	63	68	75	84	94																									
81-85	34	36	39	42	46	52	59	66	71	78	88	99																									
86-90	35	38	40	44	48	54	62	69	75	82	92	100																									
91-105	38	41	44	48	53	59	66	74	81	89	100																										
106-120	42	45	49	54	59	65	74	82	90	100																											
121-135	47	50	54	59	65	71	81	91	100																												
136-150	51	55	59	64	70	78	88	100																													
151-165	55	60	63	69	75	84	95																														
166-180	59	63	68	72	80	90	100																														
181-195	63	67	72	78	85	96																															
196-210	67	71	76	83	91	100																															
211-225	70	75	80	87	94																																
226-240	73	78	84	92	100																																
241-255	77	82	88	94																																	
256-270	80	86	92	100																																	
271-285	84	90	96																																		
286-300	87	93	100																																		
301-315	90	97																																			
316-330	94	100																																			
331-360	99																																				
361-365	100																																				

TABLE 2
(All Vehicles with Registration
Expiration of November 30)

Denotes Change

19. DISCOUNTS

Multi-Car

An individual (or lawfully married individuals residing in the same household), who owns two or more automobiles and purchases coverage 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, except that vehicles classified as antiques

Anti-Theft Device

Refer to Anti-Theft Devices Standards and Discounts Section.

Class 15

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

Apply the appropriate rating factor found in the rate pages to the class 10 rate for each part and unless the result is a whole dollar amount, reduce the result to the next whole dollar.

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

Annual Mileage Discount

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

1. Eligibility

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

2. Verification

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

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

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

3. Application of Discount

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

Advanced Driver Training

[Reserved]

Good Payer Discount

The Good Payer Discount rating factors in the rate pages will be applied to the otherwise applicable rates for Parts 1, 4, 5, 6, 7 and 8 for all private passenger autos, vans and pickups on the policy when the policy meets the following eligibility requirements:

1. **Initial Qualification:** All private passenger autos, vans and pickups on the policy will initially qualify for the discount for all policies written in Encompass Insurance Company of Massachusetts with an effective date on or after April 1, 2008.
2. **Subsequent Qualification:** The policy will be evaluated prior to each renewal to determine whether the policy qualifies for the discount at such renewal. The discount will be removed from all private passenger autos, vans and pickups on the policy if a cancellation notice for non-payment of vehicle premiums was sent during the most recent prior 12-month period ending 45 days prior to the renewal effective date. Otherwise, the discount will apply to all private passenger autos, pickups and vans on the policy at renewal.

Paid-in-Full Discount

The applicable rates for Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will be reduced by the appropriate factor shown in the rate pages when the insured meets the following criteria:

New Business Qualifications

In order for the policy to qualify for the Paid-in-Full Discount at new business, the policy premium must be paid in full on the date at which the policy is bound.

Renewal Qualifications

In order for the policy to qualify for the Paid-in-Full Discount upon renewal, the policy premium must be paid in full by the time the first bill following the renewal effective date has been generated by the system.

Exception 1: For automatic payment plans, the full policy premium must be scheduled for withdrawal or scheduled to be charged by the time the first bill following the renewal effective date has been generated by the system.

Exception 2: This discount does not apply to policies that have been financed through third party lenders.

Note: The discount only applies at the beginning of a policy period.

Future Effective Date Discount

The applicable rates for Parts 1, 2, 4, 5, 6, 7, 8, and 9 will be reduced by the appropriate factor shown in the rate pages if the following criteria are satisfied:

1. The Encompass Insurance Company of Massachusetts policy is issued 7 or more days before the policy effective date at New Business. The policyholder has prior insurance with no lapse in coverage at New Business. A policyholder will be considered to have a lapse at New Business if there is a lapse of 1 day or more between the expiration date of the prior policy and the New Business effective date of the Encompass Insurance Company of Massachusetts policy.

Note: Military personnel returning from deployment who had no need for liability insurance coverage while deployed will be defined to have had no lapse at new business if:

- a. They had liability insurance coverage prior to deployment, and
- b. This coverage was either in-force or expired within 30 days of the date of deployment, and c.
- c. They have applied for insurance within 30 days of the date of their return to the United States.

The discount will only apply during the first two policy periods.

New Car Discount

This discount will be applied to Parts 7, 8, and 9 for private passenger autos, vans and pickups that meet the following qualifications:

1. Initial Qualification for the Discount

To initially qualify for the discount, the automobile must:

- a. be model year 2008 or subsequent, and
- b. be current, first prior, or next subsequent model year, and
- c. not have been previously titled.

2. Subsequent Qualification for the Discount

Once an automobile has qualified for the New Car Discount, it will continue to qualify for all policy periods that commence within 36 months of the date the automobile was purchased.

3. Administration of the New Car Discount

- a. For purposes of this manual rule, current model year is defined to be January 1st to December 31st of the current calendar year.
- b. The discount will be applied at the time the qualifying vehicle is added or replaced on the policy.
- c. To determine the appropriate rating factor, refer to the rate pages.

Multi-Policy Discount

The Multi-Policy A discount will be applied to Parts 1, 2, 4, 5, 6, 7, 8, and 9 when the named insured or spouse is also the named insured on an Encompass Insurance Company of Massachusetts policy that provides coverage for a primary home.

The Multi-Policy B discount will be applied to Parts 1, 2, 4, 5, 6, 7, 8, and 9 when the named insured or spouse is also the named insured on an Encompass Insurance Company of Massachusetts policy that provides coverage for a primary condominium or primary renters segment.

Refer to the rate pages for the appropriate rating factors.

Good Student Discount

A Good Student Discount applies to Parts 1, 2, 4, 5, 6, 7, 8, and 9 for autos where the owner or operator is Class 17, 18, 20, 21, 25, or 26, provided:

1. The owner or operator is at least 16 years of age, and either
 - (a.) enrolled as a full time high school, college or university student, or
 - (b.) attended a college or university on a full-time basis for at least two consecutive years, and had a cumulative college scholastic record upon termination or graduation meeting the requirements outlined in section 2 below.
2. A certified statement from a school official is presented on each anniversary date of the policy indicating that the student has met one of the following requirements during the immediately preceding school semester:
 - (a) Student is in the upper 20% of his/her class scholastically.
 - (b) Student maintains a "B" average, or its equivalent. If the letter grading system cannot be averaged then no grade can be below "B".
 - (c) When in a school maintaining a numerical grade, student must have at least a 3 in a 4 point system or its equivalent.
 - (d) Student is included in a "Dean's List", "Honor Roll" or comparable list indicating scholastic achievement.

Refer to rate pages for Good Student Discount factors.

Enhanced Protection Discount

The Level 1 Enhanced Protection Discount will be applied to Parts 1, 2, 4, 5, 6, 7, 8, and 9 for autos where the prior Part 1 or Part 5 limit, as defined in Rule 35.1.f, is greater than or equal to \$100,000/\$300,000.

The Level 2 Prior Enhanced Protection Discount will be applied to Parts 1, 2, 4, 5, 6, 7, 8, and 9 for autos where the prior Part 1 or Part 5 limit, as defined in Rule 35.1.f, is greater than or equal to \$250,000/\$500,000.

Refer to the rate pages for the appropriate rating factors.

Years with Prior Carrier or Current Agent Discount

The Years with Prior Carrier or Current Agent Discount will be applied to Parts 1, 2, 4, 5, 6, 7, 8, and 9 for private passenger autos, vans and pickups that meet the following qualifications:

1. The policy qualifies for either the Ultra Preferred or Preferred Plus rating tiers.
2. The Years with Prior Carrier or Current Agent is equal to 4 or greater.

Years with Prior Carrier or Current Agent is defined in Rule 35.1.a of this manual. Refer to the rate pages for the appropriate rating factors.

Property Insurance Policy Discount

The Property Insurance Policy Discount will be applied to Parts 1, 2, 4, 5, 6, 7, 8, and 9 for private passenger autos, vans, and pickups that meet the following qualifications:

1. Initial Qualification for the Discount

To initially qualify for the discount, the named insured or spouse must:

- a. be a named insured on an insurance policy covering personal property within the state of Massachusetts provided by an insurance carrier other than Encompass Insurance Company of Massachusetts. Qualifying types include:
 - i. a Primary Homeowners policy
 - ii. a Condominium or Renters policy

2. Subsequent Qualification for the Discount

Once an automobile has qualified for the Property Insurance Policy Discount, it will continue to apply unless it is determined that the named insured or spouse no longer carries a qualifying property insurance policy provided by an insurance carrier other than Encompass Insurance Company of Massachusetts.

3. Administration of the Property Insurance Policy Discount

- a. The appropriate rating factor will only be applied to the policy premium if it is determined through the initial and subsequent qualification guidelines that qualification for this discount has been met by the policyholder.
- b. To determine the appropriate rating factor, refer to the rate pages.

20. MODEL YEAR RATING

A. Model Year Defined

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

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

- B. If the rates for a model year are not displayed in the rate pages, increase the rates shown for the latest model year by 5% for Comprehensive and 5% for Collision for each year in excess of the latest model year shown.
- C. Effective October 1 of each calendar year, the premiums for autos of the eleventh preceding and earlier model years shall be adjusted to equal the premiums for the tenth preceding model year.

21. FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE

A. Actual Cash Value

	<u>Actual Cash Value</u>
Fire	10% of Comprehensive Premium
Fire & Theft	70% of Comprehensive Premium
Fire, Theft & C.A.C.	85% of Comprehensive Premium

B. Stated Amount

Refer to the Rate Section for any specified peril.

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

A. Non-Symbolled Vehicles

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

	Model Years	Model Years	Model Years	Model Years
Symbol	1980 & Prior	1981-1989	1990 - 2010	2011 & Subsequent
1	0- 1600	0- 1600	0- 6500	0 - 3000
2	1601- 2100	1601- 2100	6501- 8000	3001 - 5500
3	2101- 2750	2101- 2750	8001- 9000	5501 - 8000
4	2751- 3700	2751- 3700	9001-10000	8001 - 9000
5	3701- 5000	3701- 5000	10001-11250	9001 - 10000
6	5001- 6500	5001- 6500	11251-12500	10001 - 11000
7	6501- 8000	6501- 8000	12501-13750	11001 - 12000
8	8001-10000	8001-10000	13751-15000	12001 - 13000
10	10001-12500	10001-12500	15001-16250	13001 - 14000
11	12501-15000	12501-15000	16251-17500	14001 - 15000
12	15001-17500	15001-17500	17501-18750	15001 - 15625
13	17501-20000	17501-20000	18751-20000	15626 - 16250
14	20001 & above	20001-24000	20001-22000	16251 - 16875
15		24001-28000	22001-24000	16876 - 17500
16		28001-33000	24001-26000	17501 - 18125
17		33001-39000	26001-28000	18126 - 18750
18		39001-46000	28001-30000	18751 - 19375
19		46001-55000	30001-33000	19376 - 20000
20		55001-65000	33001-36000	20001 - 20625
21		65001 & above	36001-40000	20626 - 21250
22			40001-45000	21251 - 21875
23			45001-50000	21876 - 22500
24			50001-60000	22501 - 23125
25			60001-70000	23126 - 23750
26			70001-80000	23751 - 24375
27			80001 & above	24376 - 25000
28				25001 - 25625
29				25626 - 26250
30				26251 - 26875
31				26876 - 27500
32				27501 - 28125

Symbol	Model Years 1980 & Prior	Model Years 1981-1989	Model Years 1990 - 2010	Model Years 2011 & Subsequent
33				28126 - 28750
34				28751 - 29375
35				29376 - 30000
36				30001 - 31000
37				31001 - 32000
38				32001 - 33000
39				33001 - 34000
40				34001 - 35000
41				35001 - 36000
42				36001 - 37000
43				37001 - 38000
44				38001 - 39000
45				39001 - 40000
46				40001 - 41250
47				41251 - 42500
48				42501 - 43750
49				43751 - 45000
50				45001 - 46250
51				46251 - 47500
52				47501 - 48750
53				48751 - 50000
54				50001 - 52500
55				52501 - 55000
56				55001 - 57500
57				57501 - 60000
58				60001 - 65000
59				65001 - 70000
60				70001 - 75000
61				75001 - 80000
62				80001 - 85000
63				85001 - 90000
64				90001 - 95000
65				95001 - 100000
66				100001 - 110000
67				110001 - 120000
68				120001 - 130000
69				130001 - 140000
70				140001 - 150000

	Model Years	Model Years	Model Years	Model Years
Symbol	1980 & Prior	1981-1989	1990 - 2010	2011 & Subsequent
71				Rating Symbol Only*
72				Rating Symbol Only*
73				Rating Symbol Only*
74				Rating Symbol Only*
75				Rating Symbol Only*
98				150001 and above

* NOT FOR USE IN ASSIGNING PRICE NEW SYMBOLS. These symbols have no corresponding price ranges and will therefore not be used to determine a vehicle's Price New Symbol. Vehicles can only be assigned these Rating Symbols via experience-based modification.

3. Stated or Agreed Amount

If an automobile is appraised for stated or agreed amount coverage, the appraised value must be used to determine the symbol. For model years 1980 and prior, with values of \$20,001 and above, the auto must be rated on a Stated Amount Basis in accordance with Rule 41. The insurer has the option to waive the requirement of obtaining an appraisal as required under Rule 41.

4. Equipment: Vans and Pick-ups

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

Refer to the rate pages for the appropriate rating factors.

23. HIGH-THEFT VEHICLES

For certain model years, some makes and models are considered high-theft vehicles. These vehicles are identified as promulgated by the Massachusetts Division of Insurance.

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

New Business Rule

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

A category III, IV, or V device installed more than thirty days after the policy effective date qualifies for the charged for an extra-risk rate shall be earned on a pro-rata basis.

24. EXTRA-RISK RATING (COLLISION AND COMPREHENSIVE)

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

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

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

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

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

Application of Factors

A. Single Vehicle Policies

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

B. Multi-Vehicle Policies

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

25. VEHICLE SERIES RATING

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

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

Reassignment of symbols may only be applied at policy issuance or renewal. A policy shall not be changed mid-term solely due to a change in symbol assignment based on symbol review.

26. MISCELLANEOUS OPTIONAL COVERAGES

Motor Vehicle Auto Loan and Lease Deficiency Coverage

1. Eligibility

A policy providing both collision and comprehensive coverage may be extended to provide coverage for the difference between the unpaid principal due on a loan/lease financing agreement and the actual cash value of the vehicle, in the event of a total loss, subject to the following:

- a. This coverage may be provided only to a vehicle that is a private passenger auto, pickup, van or motor home.
- b. The insured must request this coverage within 30 days of the date the vehicle is financed and added to the policy.
- c. The vehicle must be new, defined as never previously titled under the motor vehicle laws of any state.

Note: This coverage is not available when replacement value coverage is also purchased on the vehicle.

2. Rates

- a. Part 9. Apply a factor of 1.07 to the premium for Part 9 at the applicable deductible amount.
- b. Parts 7 and 8. Apply a factor of 1.07 to the premium for Parts 7 or 8 at the applicable deductible amount.

Accident/Violation Forgiveness Coverage

For private passenger autos, vans and pickups, no merit rating points apply to accidents and minor violations that are associated with an operator who is listed on the policy at the time of the accident or minor violation. However, the points associated with a major violation will continue to apply to each chargeable major violation that occurred during the experience period.

Apply a factor of 1.14 to the premium for Parts 1, 2, 4, 5, 6, 7, 8, and 9.

27. IDENTITY FRAUD EXPENSE COVERAGE

Identity Fraud Expense Coverage is available for policies written under the Ultra Preferred Auto Rating Tier. This coverage is provided for no additional premium charge. Refer to the endorsement for specific coverage details.

28. PRIVATE PASSENGER CLARIFICATIONS

A. Operators

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

1. Assignment of Operators to Automobiles

- a. Each operator listed on the policy shall be assigned to an automobile on the policy based on the operator's class and merit rating in a manner which produces the highest Combined Premium (the sum of the premium for Parts 1, 2, 4, 5, 7, 8, and 9 for the operator's class and the operator's merit rating) for each automobile. The operators shall be assigned in order of the highest Combined Premium applied to the automobile with highest Base Premium (the automobile's Class 10 premium for Parts 1, 2, 4, 5, 7, 8, and 9) until all operators are assigned to an automobile, except that:
 - i. If an inexperienced operator is the principal operator of a specific automobile, the automobile shall be rated with the appropriate inexperienced principal operator class and merit rating of that operator; and
 - ii. If an operator age 65 or over is the principal operator of a specific automobile and all operators listed on the policy have been licensed at least six years, the automobile shall be rated as Class 15 and that operator's merit rating shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the merit rating of such operators shall be applied in the manner which produces the highest Combined Premium.
 - iii. If an operator's class and merit rating are rated on an automobile covered by another Massachusetts private passenger insurance policy, that operator shall be deferred from rating on the policy (Deferred Operator). If all operators listed on a policy are Deferred Operators, the operator producing the lowest Combined Premium shall be assigned to the automobile(s).
 - iv. If only one operator is listed on the policy, all automobiles on the policy will be assigned the same principal operator classification and merit rating.
 - v. If each listed operator has been used in rating an automobile on the policy, any remaining automobiles shall be assigned the operator class and merit rating which produces the lowest Combined Premium, unless the automobile is subject to rating as Class 30.
 - vi. If more than one operator is listed on the policy, an operator cannot be assigned as the principal operator of more than one automobile on the policy until the other operators (except Deferred Operators) are assigned to an automobile.
- b. The assignment of operators to automobiles applies regardless of the number of policies or insurers involved.
- c. An inexperienced operator in active military service with the Armed Forces of the United States of America shall not be considered an operator of the automobile unless such individual customarily operates the automobile.
- d. Private passenger automobiles owned by clergy are to be classified as class 10 or 15 unless (a) Class 30 is required due to business use other than in connection with church use or (b) an inexperienced operator is listed on the policy.

2. Excluded Operator

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

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

3. Driving Experience

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

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

4. Operators

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

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

Occasional Operator – a person who has an operator's license and operates the insured automobile less than the principal operator.

B. Operator Classes**Class**

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

C. Classification Changes

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

D. Satisfactory Driver Training Program

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

- b. The course was conducted by instructors certified by the State Department of Education or other responsible state agency.
- c. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of six clock hours per student in the practice driving phase. The practice driving requirement may be met in either of the following ways:
 - (1) A minimum of six clock hours per student for actual driving experience exclusive of observation time in the car. In this case, time spent in an approved simulated practice driving trainer, the use of which is authorized by the State Department of Education or other responsible state agency, may be counted as part of the required thirty clock hours of classroom instruction.
 - (2) A minimum of three clock hours per student for actual driving experience exclusive of observation time in the car, and a minimum of twelve clock hours per student in an approved device which simulates practice driving, the use of which is authorized by the State Department of Education or other responsible state agency. In this case, only the time spent in excess of twelve clock hours may be counted as part of the required thirty clock hours of classroom instruction.

29. REPLACEMENT VALUE COVERAGE

Replacement value coverage for autos may be purchased on new, previously unregistered autos. This coverage may be continued on renewal policies if the coverage has been in force continuously since originally purchased, and the auto is not more than four model years older than the current model year. The current model year is defined as the current calendar year for dates from January 1 to September 30 and as the subsequent calendar year for dates from October 1 to December 31. The premium shall be calculated as follows:

Apply a factor of 1.20 to the premiums for Part 7, 8 and 9.

Note: The following types of vehicles are ineligible for this coverage:

1. Any vehicle designed for and used off-road.
2. Motor homes, motorcycles or recreational vehicles.
3. Leased private passenger automobiles.
4. Any vehicle on the Restricted Vehicle List and/or valued in excess of \$150,000.
5. Previously unregistered vehicles in which the model year of the vehicle is more than 4 years older than current model year.

30. PERSONAL INJURY PROTECTION – DEDUCTIBLE FORM

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

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

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

31. EXTENDED NON-OWNED AUTOMOBILE COVERAGE

Extended Non-owned Automobile Coverage, as described below, is available for policies written under the Ultra Preferred and Preferred Plus Auto Rating Tiers. This coverage is provided for no additional premium charge.

1. **Liability Coverage** - Liability coverage may be extended to any rated operator on the policy who is furnished an auto for regular use but is NOT employed by a garage when a corporation, co-partnership or unincorporated association provides insurance coverage on an auto for its business use only.
2. **Medical Expenses Coverage**—Medical Expenses Coverage is only available if Liability Coverage is extended.
3. **Personal Umbrella Coverage** - Refer to the Personal Umbrella Rule Manual.

32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, those vehicle specifically described above and similar type vehicles which qualify as private passenger automobiles, refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

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

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

33. TOWING AND LABOR COST

(Private Passenger Automobiles and Motorcycles Only)

Refer to the table below for limits and premiums. The premiums shown are not subject to any discounts other than the Class 15 Discount and the Paid In Full Discount for qualifying vehicles.

Applicable regardless of the term of the policy or endorsement.

<u>Amount of Coverage</u>	<u>Premium Per Auto or Motorcycle</u>
\$50	\$ 8
\$100	\$ 16

34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES

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

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

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

35. AUTO RATING TIER

This rule applies to private passenger autos, pickups and vans but does not apply to premiums for miscellaneous type vehicles.

Refer to the rate pages to determine the appropriate rating factors to be applied to the premiums for Parts 1, 2, 4, 5, 6, 7, 8 and 9.

1. Initial Auto Rating Tier Determination

Each policy shall be assigned an Auto Rating Tier based upon certain criteria.

Determine the Policy Auto Rating Tier based on the following:

a. Years with Prior Carrier or Current Agent

Years with Prior Carrier or Current Agent is defined as the maximum number of years immediately preceding the inception of the Encompass Insurance Company of Massachusetts policy in which either of the first two named insureds (if applicable) have held continuous automobile liability insurance with one carrier or the agent who is quoting or issuing Encompass Insurance Company of Massachusetts.

Note 1: If the prior carrier or agent was involved in a merger or acquisition or changed its name, the number of years insured with the carrier or agent is the combined years of continuous automobile liability insurance with any carrier or agent involved in such merger, acquisition or name change.

Note 2: Military personnel returning from deployment overseas who had no need for liability insurance coverage while deployed will be defined to have had continuous prior insurance if:

- (1) They had liability insurance coverage prior to deployment, and
- (2) The prior coverage was either still in-force or expired within 30 days of the date of deployment, and
- (3) They have applied for insurance within 30 days of their return to the United States.

In these cases, the number of years insured with the prior carrier or agent will be the sum of the number of years with the prior carrier as defined above prior to deployment and the length of time deployed overseas.

b. Lapse at New Business

An applicant or policyholder will be considered to have a lapse at New Business if there is a lapse of one day or more between the expiration date of her/his prior policy and the New Business effective date of the Encompass Insurance Company of Massachusetts policy.

Note: Military personnel returning from deployment overseas who had no need for liability insurance coverage while deployed will be defined to have had continuous prior insurance if:

- (1) They had liability insurance coverage prior to deployment, and The prior coverage was either still in-force or expired within 30 days of the date of deployment, and
- (2) They have applied for insurance within 30 days of their return to the United States.

c. Prior Auto Insurance

Determine the type of auto liability insurance that the applicant and co-applicant had immediately prior to the inception of the Encompass Insurance Company of Massachusetts policy according to the table below. If the applicant and co-applicant have different prior auto insurance types, the lower numbered type applies.

Prior Auto Insurance Type	Definition
1	Prior auto liability insurance or No prior auto liability insurance and not required to have such insurance under state law.
2	No prior auto liability insurance but required to have such insurance under state law.

d. Multi-Car

The Multi-Car tiering criterion is determined by the number of autos which are insured for Liability or Comprehensive coverage under the policy.

e. Years Licensed and Number of Incidents

Determine the number of years licensed and number of chargeable accidents, minor violations and major violations in the most recent five years of the policy experience period for each rated operator. The criterion listed in the table below applies to all rated operators on the policy.

f. Prior Part 1 or Part 5 Limits

The limit for Part 1 (or Part 5 if selected) from the prior carrier is the greater of the liability limits immediately preceding the inception of the Encompass Insurance Company of Massachusetts policy of either of the first two named insureds (if applicable) for bodily injury to or death of a person as a result of any one accident.

	Ultra Preferred	Preferred Plus	Preferred	Standard
Years with Prior Carrier or Current Agent	2 or greater	2 or greater	No limitation	No limitation
Lapse at New Business	No	No	No	No limitation
Prior Auto Insurance	Yes	Yes	Yes	No limitation
Multi-Car	At least 2 autos	No limitation	No limitation	No limitation
Fewest Years Licensed of All Operators on the Policy	>=5	At least one operator must be >= 5 years	At least one operator must be >= 5 years	No limitation
Greatest Number of Incidents of All Operators on the Policy	0	0	Total incidents must result in 4 or fewer merit rating points	No limitation
Prior Part 1 or Part 5 Limits	>=\$50,000/\$100,000	>=\$50,000/\$100,000	>=\$50,000/\$100,000	No limitation

2. Subsequent Auto Rating Tier Determination

The same Tier will continue to apply at renewal and endorsement except under the following conditions:

- a. At renewal, the policy's Multi-Car status will be reassigned if the number of vehicles on the policy was changed
- b. At renewal, the policy's Years Licensed status will be reassigned to reflect the new number of years licensed for all drivers on the policy.
- c. At renewal, the policy's Number of Incidents status will be reassigned based on the number of chargeable accidents, minor violations and major violations for all drivers in the most recent five years of the applicable policy experience period.

Exception: For policies written with Accident/Violation Forgiveness Coverage during the experience period, no forgiven accidents and minor violations that are associated with a rated operator who is listed on the policy at the time of the accident or minor violation will be considered in determining the Number of Incidents. However, all chargeable major violations associated with a rated operator that occurred during the experience period will be considered in the determination of the Number of Incidents.

- d. At renewal, the policy's Prior Part 1 or Part 5 Limits status will be reassigned if the Part 5 liability limit was increased to that of a different segment and maintained for five consecutive years.

The applicable Tier will be determined pursuant to the table in this rule.

- e. At renewal, the Years with Prior Carrier or Current Agent will be reassigned to include the number of years the policy has been continuously insured with Encompass Insurance Company of Massachusetts.

36. RESERVED FOR FUTURE USE

37. RESERVED FOR FUTURE USE

38. RESERVED FOR FUTURE USE

39. MOTOR HOMES/CAMPER BODIES

A. Motor Homes

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

Refer to the Miscellaneous Motor Vehicles page under Motor Homes for rating methods and factors; for Parts 7, 8 and 9, refer to Rule 22 to determine rating symbol.

B. Camper Bodies

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

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

Symbolled Pick-Up

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the camper body to the value of the vehicle as determined in item 2.
4. Develop the premium according to the rating symbol determined in item 3 and the model year indicated in the rate section. All other applicable rating steps for the pick-up being rated with a camper body apply.

Non-Symbolled Pick-Up

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the camper body.
2. Based on the price developed in item 1 refer to Rule 22 to determine the symbol.
3. Develop the premium according to the symbol determined in item 2 and the model year indicated the rate section. All other applicable rating steps for the pick-up being rated with a camper body apply.

40. ANTIQUE MOTOR CARS AND ANTIQUE MOTORCYCLES

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

The Merit Rating Plan does not apply to vehicles described in this Rule.

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

41. STATED AMOUNT COVERAGE

Parts 7, 8 and 9

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

1. An appraisal shall be made at the time of application to establish the current market value of the vehicle. The insurer shall verify the accuracy of the appraisal.
2. 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 tables below. Apply the rate obtained from the tables to each \$100 of the appraised valuation. For Symbol 17 and above use the Symbol 17 rate.

This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule.

The rating steps applicable to the vehicle type being rated are the same whether the vehicle is written on an actual cash value basis or on a stated amount basis.

STATED AMOUNT COMPREHENSIVE RATES \$500 DEDUCTIBLE

Symbol	1	2	3	4	5	6	7	8	10	11	12	13	14	15	16	17
Territory																
1	1.66	0.78	0.70	0.66	0.62	0.59	0.56	0.54	0.52	0.51	0.50	0.50	0.49	0.47	0.46	0.45
2	1.70	0.80	0.72	0.68	0.64	0.60	0.57	0.55	0.54	0.52	0.52	0.51	0.50	0.48	0.47	0.46
3	1.75	0.82	0.74	0.70	0.66	0.62	0.59	0.57	0.55	0.54	0.53	0.53	0.51	0.50	0.48	0.47
4	1.71	0.81	0.72	0.68	0.64	0.61	0.58	0.56	0.54	0.53	0.52	0.51	0.50	0.49	0.47	0.46
5	1.78	0.84	0.75	0.71	0.67	0.63	0.60	0.58	0.56	0.55	0.54	0.54	0.52	0.51	0.49	0.48
6	1.86	0.88	0.78	0.74	0.70	0.66	0.63	0.60	0.59	0.57	0.56	0.56	0.54	0.53	0.51	0.50
7	1.93	0.91	0.81	0.77	0.72	0.68	0.65	0.63	0.61	0.60	0.59	0.58	0.57	0.55	0.53	0.52
8	1.98	0.93	0.84	0.79	0.74	0.70	0.67	0.64	0.63	0.61	0.60	0.60	0.58	0.56	0.55	0.53
9	1.96	0.93	0.83	0.78	0.74	0.69	0.66	0.64	0.62	0.61	0.60	0.59	0.58	0.56	0.54	0.53
10	2.09	0.98	0.88	0.83	0.78	0.74	0.71	0.68	0.66	0.65	0.63	0.63	0.61	0.59	0.58	0.56
11	2.23	1.05	0.94	0.89	0.84	0.79	0.75	0.73	0.71	0.69	0.68	0.67	0.65	0.63	0.61	0.60
12	2.30	1.09	0.97	0.92	0.86	0.81	0.78	0.75	0.73	0.71	0.70	0.69	0.68	0.65	0.63	0.62
13	2.59	1.22	1.09	1.03	0.97	0.92	0.87	0.84	0.82	0.80	0.79	0.78	0.76	0.73	0.71	0.70
14	2.71	1.28	1.15	1.08	1.02	0.96	0.92	0.88	0.86	0.84	0.82	0.82	0.80	0.77	0.75	0.73
15	3.34	1.57	1.41	1.33	1.25	1.18	1.13	1.09	1.06	1.03	1.01	1.00	0.98	0.94	0.92	0.90
16	5.41	2.55	2.28	2.16	2.03	1.91	1.83	1.76	1.71	1.67	1.64	1.62	1.59	1.53	1.49	1.46
17	1.93	0.91	0.81	0.77	0.72	0.68	0.65	0.63	0.61	0.60	0.59	0.58	0.57	0.55	0.53	0.52
18	3.93	1.85	1.66	1.57	1.47	1.39	1.33	1.28	1.24	1.21	1.19	1.18	1.15	1.11	1.08	1.06
19	4.32	2.04	1.82	1.72	1.62	1.53	1.46	1.41	1.37	1.34	1.31	1.30	1.27	1.22	1.19	1.17
20	3.91	1.84	1.65	1.56	1.47	1.38	1.32	1.27	1.24	1.21	1.19	1.17	1.15	1.11	1.08	1.06
21	5.32	2.51	2.25	2.12	2.00	1.88	1.80	1.73	1.68	1.64	1.62	1.60	1.56	1.51	1.46	1.44

22	6.00	2.83	2.53	2.39	2.25	2.12	2.02	1.95	1.90	1.85	1.82	1.80	1.76	1.70	1.65	1.62
23	3.60	1.70	1.52	1.44	1.35	1.28	1.22	1.17	1.14	1.11	1.10	1.08	1.06	1.02	0.99	0.97
24	2.71	1.28	1.15	1.08	1.02	0.96	0.92	0.88	0.86	0.84	0.82	0.82	0.80	0.77	0.75	0.73
25	4.09	1.93	1.73	1.63	1.53	1.45	1.38	1.33	1.29	1.26	1.24	1.23	1.20	1.16	1.13	1.10
26	4.87	2.30	2.06	1.94	1.83	1.72	1.65	1.59	1.54	1.51	1.48	1.46	1.43	1.38	1.34	1.32
27	1.57	0.74	0.66	0.63	0.59	0.56	0.53	0.51	0.50	0.49	0.48	0.47	0.46	0.44	0.43	0.42
40	2.48	1.17	1.05	0.99	0.93	0.88	0.84	0.81	0.78	0.77	0.75	0.75	0.73	0.70	0.68	0.67
41	2.50	1.18	1.06	1.00	0.94	0.88	0.84	0.81	0.79	0.77	0.76	0.75	0.73	0.71	0.69	0.67
42	3.03	1.43	1.28	1.21	1.14	1.07	1.02	0.99	0.96	0.94	0.92	0.91	0.89	0.86	0.84	0.82
43	3.19	1.51	1.35	1.27	1.20	1.13	1.08	1.04	1.01	0.99	0.97	0.96	0.94	0.90	0.88	0.86
44	5.21	2.46	2.20	2.08	1.96	1.84	1.76	1.70	1.65	1.61	1.58	1.57	1.53	1.48	1.44	1.41
45	3.36	1.58	1.42	1.34	1.26	1.19	1.13	1.09	1.06	1.04	1.02	1.01	0.98	0.95	0.92	0.91

STATED AMOUNT FIRE RATES \$500 DEDUCTIBLE

1-27, 40-45	0.21	0.10	0.09	0.08	0.08	0.07	0.07	0.07	0.07	0.06	0.06	0.06	0.06	0.06	0.06	0.06
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Stated Amount C.A.C. with M.M.& V. \$500 Deductible 15% of the Stated Amount Comprehensive Rate

Additional Charges to Reduce Deductible from \$500 - Same as Actual Cash Value Charges

For Higher Deductibles, Refer to Rule 16

STATED AMOUNT THEFT RATES \$500 DEDUCTIBLE

Symbol	1	2	3	4	5	6	7	8	10	11	12	13	14	15	16	17
Territory																
1	0.96	0.45	0.40	0.38	0.36	0.34	0.32	0.31	0.30	0.30	0.29	0.29	0.28	0.27	0.26	0.26
2	0.98	0.46	0.41	0.39	0.37	0.35	0.33	0.32	0.31	0.30	0.30	0.29	0.29	0.28	0.27	0.26
3	1.02	0.48	0.43	0.41	0.38	0.36	0.34	0.33	0.32	0.31	0.31	0.31	0.30	0.29	0.28	0.27
4	0.99	0.47	0.42	0.40	0.37	0.35	0.34	0.32	0.31	0.31	0.30	0.30	0.29	0.28	0.27	0.27
5	1.04	0.49	0.44	0.42	0.39	0.37	0.35	0.34	0.33	0.32	0.32	0.31	0.31	0.30	0.29	0.28
6	1.09	0.52	0.46	0.44	0.41	0.39	0.37	0.36	0.35	0.34	0.33	0.33	0.32	0.31	0.30	0.30
7	1.14	0.54	0.48	0.46	0.43	0.40	0.39	0.37	0.36	0.35	0.35	0.34	0.34	0.32	0.31	0.31
8	1.18	0.56	0.50	0.47	0.44	0.42	0.40	0.38	0.37	0.36	0.36	0.35	0.35	0.33	0.33	0.32
9	1.17	0.55	0.49	0.47	0.44	0.41	0.39	0.38	0.37	0.36	0.35	0.35	0.34	0.33	0.32	0.32
10	1.26	0.59	0.53	0.50	0.47	0.44	0.42	0.41	0.40	0.39	0.38	0.38	0.37	0.36	0.35	0.34
11	1.36	0.64	0.57	0.54	0.51	0.48	0.46	0.44	0.43	0.42	0.41	0.41	0.40	0.38	0.37	0.37
12	1.41	0.66	0.59	0.56	0.53	0.50	0.47	0.46	0.44	0.43	0.43	0.42	0.41	0.40	0.39	0.38
13	1.61	0.76	0.68	0.64	0.60	0.57	0.54	0.52	0.51	0.50	0.49	0.48	0.47	0.45	0.44	0.43
14	1.69	0.80	0.72	0.67	0.64	0.60	0.57	0.55	0.54	0.52	0.51	0.51	0.50	0.48	0.47	0.46
15	2.13	1.00	0.90	0.85	0.80	0.75	0.72	0.69	0.67	0.66	0.65	0.64	0.62	0.60	0.59	0.58
16	3.58	1.69	1.51	1.43	1.34	1.27	1.21	1.16	1.13	1.11	1.09	1.08	1.05	1.01	0.99	0.97
17	1.14	0.54	0.48	0.46	0.43	0.40	0.39	0.37	0.36	0.35	0.35	0.34	0.34	0.32	0.31	0.31
18	2.54	1.20	1.07	1.01	0.95	0.90	0.86	0.83	0.80	0.79	0.77	0.76	0.75	0.72	0.70	0.69
19	2.82	1.33	1.19	1.12	1.06	1.00	0.95	0.92	0.89	0.87	0.86	0.85	0.83	0.80	0.78	0.76
20	2.53	1.19	1.07	1.01	0.95	0.90	0.85	0.82	0.80	0.78	0.77	0.76	0.74	0.72	0.70	0.68
21	3.52	1.66	1.49	1.40	1.32	1.24	1.19	1.14	1.11	1.09	1.07	1.06	1.03	1.00	0.97	0.95
22	3.99	1.88	1.69	1.59	1.50	1.41	1.35	1.30	1.26	1.23	1.21	1.20	1.17	1.13	1.10	1.08
23	2.32	1.09	0.98	0.92	0.87	0.82	0.78	0.75	0.73	0.72	0.70	0.70	0.68	0.66	0.64	0.63
24	1.69	0.80	0.72	0.67	0.64	0.60	0.57	0.55	0.54	0.52	0.51	0.51	0.50	0.48	0.47	0.46
25	2.65	1.25	1.12	1.06	1.00	0.94	0.90	0.86	0.84	0.82	0.81	0.80	0.78	0.75	0.73	0.72
26	3.20	1.51	1.35	1.28	1.20	1.13	1.08	1.04	1.01	0.99	0.97	0.96	0.94	0.91	0.88	0.87
27	0.89	0.42	0.38	0.36	0.34	0.32	0.30	0.29	0.28	0.28	0.27	0.27	0.26	0.25	0.25	0.24
40	1.53	0.72	0.65	0.61	0.57	0.54	0.52	0.50	0.48	0.47	0.47	0.46	0.45	0.43	0.42	0.41
41	1.54	0.73	0.65	0.62	0.58	0.55	0.52	0.50	0.49	0.48	0.47	0.46	0.45	0.44	0.42	0.42
42	1.92	0.90	0.81	0.76	0.72	0.68	0.65	0.62	0.61	0.59	0.58	0.58	0.56	0.54	0.53	0.52
43	2.03	0.96	0.86	0.81	0.76	0.72	0.69	0.66	0.64	0.63	0.62	0.61	0.60	0.57	0.56	0.55
44	3.44	1.62	1.45	1.37	1.29	1.22	1.16	1.12	1.09	1.06	1.05	1.03	1.01	0.97	0.95	0.93
45	2.14	1.01	0.91	0.85	0.80	0.76	0.72	0.70	0.68	0.66	0.65	0.64	0.63	0.61	0.59	0.58

Stated Amount Rating

B. Collision and Limited Collision Rating Procedures

1. Determine the Actual Cash Value premium for the latest model year shown in the Rate pages for the vehicle symbol developed from Rule 22 for the appropriate territory, class and deductible. Divide the Actual Cash Value premium by the Stated Amount Divisor shown below. Round the result to the nearest cent. For Symbol 18 and above, use the Symbol 17 Actual Cash Value premium and divisor.
2. Apply the above rate to each \$100 of insured value to determine the stated amount premium.

STATED AMOUNT DIVISORS

Symbol		Symbol	
1	32.50	10	156.25
2	72.50	11	168.75
3	85.00	12	181.25
4	95.00	13	193.75
5	106.25	14	210.00
6	118.75	15	230.00
7	131.25	16	250.00
8	143.75	17	270.00

NOTE: The cost of the Waiver of Deductible is the same as that shown on the Actual Cash Value Rate pages.

42. RESERVED FOR FUTURE USE

43. RESERVED FOR FUTURE USE

44. MOTORCYCLES, MOTORSCOOTERS, MOPEDS AND SIMILAR MOTOR VEHICLES

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.50. The merit rating points assigned to an operator on a private passenger automobile insurance policy, if available, shall also be applied to the motorcycle policy. An operator with less than five years of motorcycle experience will not be eligible for either the Excellent Driver or the Excellent Driver Plus discount and an operator with less than six years, but more than five years, of motorcycle experience will not be eligible for the Excellent Driver Plus discount. Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

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

Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law.

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

The multi-car discount does not apply to any vehicle rated under this rule.

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

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

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

Group C - Cubic Centimeter Engine Displacement of 351-650

Group D - Cubic Centimeter Engine Displacement over 650

Fire - See rate section.

Theft - See rate section.

Comprehensive - See rate section.

Collision - See rate section.

Limited Collision - See rate section.

Substitute Transportation – See Miscellaneous Rating Factors page.

Towing and Labor – See Miscellaneous Rating Factors page.

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

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

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

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

45. AGREE AMOUNT COVERAGE – COMPREHENSIVE

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

1. An appraisal is to be made to establish the current market value of the vehicle. The cost of appraisal shall be borne by the policyholder.
2. Refer to Rule 22 to determine the appraised value symbol group.
3. Obtain the stated amount rate from Rule 41.
4. Apply the rate obtained to each \$100 of valuation.
5. Multiply the premium obtained in (4) above by the factor of 110%.

This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule.

The rating steps applicable to the vehicle type being rated are the same whether the vehicle is written on an actual cash value basis or on an agreed amount basis.

46. EXCESS ELECTRONIC EQUIPMENT COVERAGE

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

1. Determine the value of the equipment, including installation, in excess of \$1,000
2. The rate charged is a flat rate and is not subject to any discount other than that applicable to Class 15 and Paid In Full.

Apply a rate of \$4 to each \$100 of valuation.

47. CUSTOMIZED VANS AND PICK-UPS

Coverage for loss or damage to customizing equipment located in or upon a pick-up or van is excluded under the Encompass Insurance Company of Massachusetts Policy. Collision, Limited Collision and Comprehensive coverage for customizing equipment is available for any pick-up or van insured under the policy for Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) by adding the value of the customized equipment to the value of the vehicle. All other applicable rating steps for the vehicle being rated with customizing equipment apply.

The vehicle should be rated as follows:

A. Symbolled Pick-Up or Van

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

B. Non-Symbolled Pick-Up or Van

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

48. RESERVED FOR FUTURE USE

49. RESERVED FOR FUTURE USE

50. RESERVED FOR FUTURE USE

51. RESERVED FOR FUTURE USE

52. RESERVED FOR FUTURE USE

53. RESERVED FOR FUTURE USE

54. ANTI-THEFT DEVICE STANDARDS AND DISCOUNTS

1. Eligibility

This rule is applicable to:

- (1) Private Passenger Automobiles

2. Coverages

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

3. Discounts Applicable

The following discounts are to be applied:

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

4. Definitions

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

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

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

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

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

5. General

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

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

Discounts Applicable

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

Categories Defined

Category I

Devices qualifying in this category receive 5% discounts.

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

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

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

A sticker may identify the presence of this system.

(b) Ignition or Starter Cut-Off Switches

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

(c) Non-Passive, Externally-Operated Alarm

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

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

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

(e) Steering Column Armored Collar

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

(f) Steering Wheel Removal Lock

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

Category II

Devices qualifying in this category receive 15% discounts.

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

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

(b) Non-Passive Fuel Cut-Off Device

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

(c) Non-Passive Steering Wheel Lock

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

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

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

(e) Window Identification System

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

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

A sticker may identify the presence of this identification system.

(f) Emergency Handbrake Lock

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

(g) Car Transmission Lock

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

A sticker may identify this system.

Category III

Devices qualifying in this category receive 20% discounts.

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

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

(b) Passive Fuel Cut-Off Device

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

- (1) The fuel line must be blocked when the power is off.
- (2) The switch to open the fuel line must be well hidden from view, but accessible to the driver from the driver's seat. In the alternative a tubular key or an electronic keyless device may be used.
- (3) A parking/service attendant override switch may be provided. It must be well hidden from view. It must not be accessible from the passenger compartment; alternatively, if the override switch is accessible from the passenger compartment, a warning buzzer must sound (or the operator must be distracted in some other way) while the engine is running and the override switch engaged. If the buzzer is disconnected, it must result in disconnection of the entire anti-theft system.
- (4) Any under-the-dash wiring installed in connection with this device must blend in color with factory-installed wiring.

(c) Armored Ignition Cut-Off Switch

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

- (1) Armored cable must run from a separate key to the coil, starter solenoid, or other engine component. Such cable must be similar to that used in outdoor telephone booths, collapse when cut, and preclude quick reconnection of the cut wire inside; alternatively, some other effective means of preventing defeat of the system by cutting the armored cable must be employed.
- (2) The device must prevent hot-wiring of the car.
- (3) A separate lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

(d) Passive Multi-Component Cut-Off Switch

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

- (1) The primary wire to the ignition coil must be disconnected.
- (2) The device must disconnect the starter.
- (3) One or more wires to the electronic ignition system, or to the points and condenser must be disconnected and grounded to the chassis.
- (4) The wiring must blend with factory-installed wiring, and the disconnecting/grounding wires must be routed to random points in the electrical system away from the components they affect.
- (5) The control module, if separate from the electronic locking mechanism, must be hidden in the engine compartment or other part of the car so that it is not easily detectable.
- (6) In order to start the car, a lock or electronic device must be used to deactivate the system. The lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

(e) Passive Time Delay Ignition System

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

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

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

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

(1) Armored Cable Hood Lock

- (a) The hood lock cable must be armored by case hardened solid steel tubing designed to resist cutting; tubing must extend through firewall and be secured so as to prevent retraction. Otherwise, an alarm meeting the criteria of Section (5.3)(a) must be installed.
- (b) The system must be engaged by a push button or other device which facilitates use. The push button or other device must be installed within reach of driver when seated.
- (c) No portion of the hood lock cable may be accessible so that it could be grasped from underneath the car; and, if accessible through the grillwork, armor must extend to the locking mechanism.

(2) Electrically Operated Hood Lock

- (a) The hood lock is electrically operated and functions so that it remains locked even if the wiring operating the hood lock is cut.
- (b) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a separate key or electronic keyless device must be used.
- (c) If the hood lock can be reached through the grillwork or from underneath the car, the hood lock must be shielded or armored so that it cannot be manually operated. The locks controlling the devices must be of tubular type or operate electronically.

(g) Passive, Delayed Ignition Cut-Off System

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

- (1) The ignition must cut off automatically as soon as the engine reaches a speed in the range of 1,500 to 2,000 RPM.
- (2) The system must be automatically armed when the ignition key is turned to the off position.
- (3) A push button or other type of disarm switch must be well hidden from view. The wiring must blend with factory-installed wiring if placed under the dash. In the alternative, a tubular key or an electronic keyless device may be used.
- (4) An alarm or horn shall be actuated at the same time the ignition is disabled.
- (5) If a parking/service attendant switch is provided, a buzzer must sound all the time the engine is running. The switch must be hidden in a remote place.

(h) Passive Ignition Lock Protective system

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

A sticker may identify the presence of this system.

(i) High Security Ignition Replacement Lock

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

A sticker may identify the presence of this system.

(j) Hydraulic Brake Lock

This is a dash-mounted device which, when activated and pressurized with the brake pedal, maintains hydraulic pressure on the brakes at two or more of a vehicle's wheels so that the vehicle cannot be driven. The device must have a high security locking system with at least 50,000 combinations and a lock which cannot be pulled using a conventional slide hammer or lock puller equipment.

Category IV

Devices qualifying in this category receive 20% discounts.

(a) Vehicle Recovery System

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

Category V

Devices qualifying in this category receive 25% discounts.

(a) Vehicle Recovery System with Unauthorized Movement Notification

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

55. RESERVED FOR FUTURE USE

56. MERIT RATING PLAN

Points/Experience Period

Each listed operator on a policy is assigned a factor based on the operator's driving history record. The factor applied to the otherwise applicable rate which reflects the number, type, and age of chargeable incidents during the Policy Experience Period.

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

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free Periods of more than five but less than six years.

The Excellent Driver Discount Plus is awarded to operators with Incident-Free Periods of at least six years.

Classification of Merit Rating Points

Merit rating points are assigned as follows:

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

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

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

Calculation of Premium Adjustment

The merit rating factor is applied to Compulsory Bodily Injury (Part 1), PIP (Part 2), Property Damage (Part 4), Optional Bodily Injury To Others (Part 5), Medical Payments (Part 6), Collision (Part 7), Limited Collision (Part 8) and Comprehensive (Part 9).

The merit rating premium adjustment is the last step in the rating process after all discounts and rating factors have been completed.

Total Operator merit rating points are based on the Incident Free Period. When the Incident Free Period is less than or equal to three, the total number of merit rating points applicable to the operator shall be the sum of the points identified for each Chargeable Incident in the Policy Experience Period. When the Incident Free Period is greater than three and the total number of Chargeable Incidents in the most recent five years of the Policy Experience Period is three or less, the merit rating points applicable to each incident shall be reduced by one and the total number of merit rating points applicable to the Operator shall be the sum of those reduced points. In no event shall the merit rating points for any single incident be reduced below zero.

Assignment of Operators to Vehicles

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

Refer to the rate pages for the applicable merit rating factors.

Increased Limits Tables

Unless otherwise specified, the basic limits rates shown on the rate pages are for \$20,000/\$40,000 bodily injury (Parts 1 and 5) and \$5,000 property damage (Part 4). The charge for bodily injury increased limits is determined by applying the factors shown on the Increased Limits Tables to the total of the Part 1 and Part 5 territory/class base premiums and then subtracting the Part 1 territory/class base premium.

57. RESERVED FOR FUTURE USE

58. RESERVED FOR FUTURE USE



**SECTION: ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RULES**

**EFFECTIVE: May 1, 2009
PAGE NO: MCR-1-Massachusetts**

MOTORCYCLE RATES

Part 1 - Bodily Injury

Part 2 - PIP

Territory	Experienced Operators				Territory	Experienced Operators			
	Group A	Group B	Group C	Group D		Group A	Group B	Group C	Group
1	\$10	\$10	\$18	\$15	1	\$1	\$1	\$2	\$1
2	\$9	\$9	\$16	\$14	2	\$1	\$1	\$1	\$1
3	\$10	\$10	\$18	\$15	3	\$1	\$1	\$2	\$1
4	\$14	\$13	\$24	\$21	4	\$1	\$1	\$2	\$2
5	\$13	\$12	\$22	\$19	5	\$1	\$1	\$2	\$2
6	\$15	\$15	\$26	\$22	6	\$1	\$1	\$2	\$2
7	\$15	\$14	\$25	\$21	7	\$1	\$1	\$2	\$2
8	\$14	\$14	\$24	\$21	8	\$1	\$1	\$2	\$2
9	\$15	\$15	\$26	\$23	9	\$1	\$1	\$2	\$2
10	\$21	\$20	\$35	\$30	10	\$2	\$2	\$3	\$3
11	\$20	\$19	\$34	\$29	11	\$2	\$2	\$3	\$2
12	\$22	\$20	\$37	\$31	12	\$2	\$2	\$3	\$3
13	\$23	\$22	\$40	\$34	13	\$2	\$2	\$3	\$3
14	\$25	\$23	\$42	\$36	14	\$2	\$2	\$4	\$3
15	\$41	\$39	\$70	\$60	15	\$4	\$3	\$6	\$5
16	\$47	\$45	\$80	\$69	16	\$4	\$4	\$7	\$6
17	\$42	\$40	\$72	\$62	17	\$4	\$3	\$6	\$5
18	\$42	\$40	\$72	\$62	18	\$4	\$3	\$6	\$5
19	\$42	\$40	\$72	\$62	19	\$4	\$3	\$6	\$5
20	\$42	\$40	\$72	\$62	20	\$4	\$3	\$6	\$5
21	\$42	\$40	\$72	\$62	21	\$4	\$3	\$6	\$5
22	\$42	\$40	\$72	\$62	22	\$4	\$3	\$6	\$5
23	\$42	\$40	\$72	\$62	23	\$4	\$3	\$6	\$5
24	\$42	\$40	\$72	\$62	24	\$4	\$3	\$6	\$5
25	\$42	\$40	\$72	\$62	25	\$4	\$3	\$6	\$5
26	\$42	\$40	\$72	\$62	26	\$4	\$3	\$6	\$5
27	\$8	\$8	\$13	\$12	27	\$1	\$1	\$1	\$1
40	\$22	\$21	\$38	\$33	40	\$2	\$2	\$3	\$3
41	\$25	\$23	\$42	\$36	41	\$2	\$2	\$4	\$3
42	\$41	\$39	\$70	\$60	42	\$4	\$3	\$6	\$5
43	\$42	\$40	\$71	\$61	43	\$4	\$3	\$6	\$5
44	\$47	\$44	\$79	\$68	44	\$4	\$4	\$7	\$6
45	\$41	\$39	\$70	\$60	45	\$3	\$3	\$6	\$5

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates
- (3) Group definitions are as follows:

Group	Vehicle size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

Denotes Change



**SECTION: ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RULES**

**EFFECTIVE: July 1, 2011
PAGE NO: MCR-2-Massachusetts**

**MOTORCYCLE RATES
Part 5 - Optional BI
Rates at Basic limits**

Territory	Experienced Operators				Territory	Experienced Operators			
	With Guest					Without Guest			
	Group A	Group B	Group C	Group D		Group A	Group B	Group C	Group D
1	\$13	\$12	\$20	\$17	1	\$2	\$3	\$4	\$5
2	\$12	\$11	\$18	\$15	2	\$2	\$3	\$4	\$5
3	\$13	\$12	\$20	\$16	3	\$2	\$3	\$4	\$5
4	\$17	\$15	\$27	\$22	4	\$3	\$4	\$6	\$7
5	\$16	\$14	\$25	\$20	5	\$3	\$4	\$5	\$7
6	\$18	\$16	\$29	\$23	6	\$3	\$5	\$6	\$8
7	\$17	\$15	\$27	\$22	7	\$3	\$5	\$6	\$8
8	\$17	\$15	\$27	\$22	8	\$3	\$4	\$6	\$7
9	\$18	\$16	\$29	\$23	9	\$3	\$5	\$6	\$8
10	\$24	\$21	\$38	\$31	10	\$4	\$7	\$9	\$11
11	\$23	\$20	\$37	\$30	11	\$4	\$6	\$8	\$10
12	\$24	\$22	\$39	\$32	12	\$5	\$7	\$9	\$11
13	\$26	\$23	\$42	\$34	13	\$5	\$7	\$10	\$12
14	\$28	\$25	\$42	\$36	14	\$5	\$8	\$10	\$13
15	\$31	\$31	\$42	\$42	15	\$9	\$13	\$17	\$22
16	\$31	\$31	\$42	\$42	16	\$10	\$15	\$20	\$25
17	\$31	\$31	\$42	\$42	17	\$9	\$13	\$18	\$22
18	\$31	\$31	\$42	\$42	18	\$9	\$13	\$18	\$22
19	\$31	\$31	\$42	\$42	19	\$9	\$13	\$18	\$22
20	\$31	\$31	\$42	\$42	20	\$9	\$13	\$18	\$22
21	\$31	\$31	\$42	\$42	21	\$9	\$13	\$18	\$22
22	\$31	\$31	\$42	\$42	22	\$9	\$13	\$18	\$22
23	\$31	\$31	\$42	\$42	23	\$9	\$13	\$18	\$22
24	\$31	\$31	\$42	\$42	24	\$9	\$13	\$18	\$22
25	\$31	\$31	\$42	\$42	25	\$9	\$13	\$18	\$22
26	\$31	\$31	\$42	\$42	26	\$9	\$13	\$18	\$22
27	\$10	\$9	\$16	\$13	27	\$2	\$2	\$3	\$4
40	\$25	\$23	\$41	\$33	40	\$5	\$7	\$9	\$12
41	\$28	\$25	\$42	\$36	41	\$5	\$8	\$10	\$13
42	\$31	\$31	\$42	\$42	42	\$9	\$13	\$17	\$22
43	\$31	\$31	\$42	\$42	43	\$9	\$13	\$18	\$22
44	\$31	\$31	\$42	\$42	44	\$10	\$15	\$20	\$24
45	\$31	\$31	\$42	\$42	45	\$9	\$13	\$17	\$21

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Group definitions are as follows:

Group	Vehicle size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

MOTORCYCLE RATES

**Part 4 - Property Damage
Rates at Basic limits**

Territory	Experienced Operators			
	Group A	Group B	Group C	Group D
1	\$9	\$9	\$16	\$14
2	\$10	\$9	\$16	\$14
3	\$11	\$11	\$19	\$17
4	\$12	\$11	\$20	\$17
5	\$12	\$11	\$20	\$18
6	\$13	\$12	\$22	\$19
7	\$13	\$12	\$22	\$19
8	\$13	\$12	\$22	\$19
9	\$16	\$15	\$27	\$23
10	\$15	\$14	\$26	\$22
11	\$16	\$15	\$27	\$23
12	\$21	\$20	\$36	\$31
13	\$19	\$18	\$32	\$27
14	\$20	\$19	\$35	\$30
15	\$22	\$21	\$38	\$32
16	\$23	\$22	\$39	\$33
17	\$30	\$29	\$52	\$44
18	\$30	\$29	\$52	\$44
19	\$30	\$29	\$52	\$44
20	\$30	\$29	\$52	\$44
21	\$30	\$29	\$52	\$44
22	\$30	\$29	\$52	\$44
23	\$30	\$29	\$52	\$44
24	\$30	\$29	\$52	\$44
25	\$30	\$29	\$52	\$44
26	\$30	\$29	\$52	\$44
27	\$9	\$9	\$16	\$14
40	\$16	\$15	\$27	\$23
41	\$23	\$22	\$39	\$34
42	\$23	\$22	\$39	\$33
43	\$24	\$23	\$41	\$35
44	\$23	\$22	\$39	\$33
45	\$23	\$22	\$40	\$34

**Part 6 - Medical Payments
Rates by limit**

All Territories	
Limit per person	All Groups
\$500	\$55
\$750	\$62
\$1,000	\$68
\$2,000	\$92
\$5,000	\$149
\$10,000	\$241
\$15,000	\$296
\$20,000	\$339
\$25,000	\$360
\$50,000	\$378

**Part 3 - Uninsured Motorists
Rates by limit**

All Territories	
Limit	All Groups
20/40	\$19
20/50	\$20
25/50	\$20
35/80	\$23
50/100	\$25
100/300	\$29
250/500	\$36
500/500	\$45
500/1000	\$54

**Part 12 - Underinsured Motorists
Rates by limit**

All Territories	
Limit	All Groups
20/40	\$0
20/50	\$1
25/50	\$7
35/80	\$21
50/100	\$41
100/300	\$93
250/500	\$255
500/500	\$466
500/1000	\$677

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Group definitions are as follows:

Group	Vehicle Size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

Notes: (1) Rates for Parts 3, 6, and 12 are the same for experienced and inexperienced operators.

MOTORCYCLE RATES

**Part 7 - Collision
Rates at \$500 deductible**

Territory	Rate per \$100 of value*	
	Experienced Operators	All Groups
	1	\$2.12
2	\$2.01	
3	\$2.39	
4	\$2.63	
5	\$2.74	
6	\$2.76	
7	\$2.94	
8	\$3.36	
9	\$3.06	
10	\$3.58	
11	\$3.16	
12	\$4.12	
13	\$4.29	
14	\$5.98	
15	\$6.98	
16	\$7.67	
17	\$7.17	
18	\$7.17	
19	\$7.17	
20	\$7.17	
21	\$7.17	
22	\$7.17	
23	\$7.17	
24	\$7.17	
25	\$7.17	
26	\$7.17	
27	\$1.80	
40	\$4.55	
41	\$4.54	
42	\$6.19	
43	\$6.99	
44	\$6.43	
45	\$6.85	

**Part 7 - Collision
Other deductibles**

All Territories	
Deductible	All Groups
\$300	\$500 deductible premium + \$52
\$1,000	66.9% of \$500 deductible premium
\$2,000	53.2% of \$500 deductible premium

**Part 7 - Collision
Waiver of Deductible Charges**

All Territories	
Deductible	All Groups
\$300	\$11
\$500	\$15
\$1,000	\$18
\$2,000	\$27

Part 8 - Limited Collision

\$500 deductible base premium (Part 8) =
(6.0%) x [\$500 deductible Collision base premium (Part 7)]

Deductible	All Groups
\$0	\$500 deductible premium (Part 8) + \$8
\$300	\$500 deductible premium (Part 8) + \$5
\$1,000	58.6% of \$500 deductible premium (Part 8)
\$2,000	38.9% of \$500 deductible premium (Part 8)

Determine motorcycle Collision rates by the following procedure:

- (a) Determine the motorcycle's insured value* in hundreds of dollars.
- (b) Multiply the value determined in (a) by the rate per \$100 for its territory.

* Value is defined as follows:

- (a) The Average Retail Value as expressed in the current Kelley Blue Book.
- (b) For all motorcycles for which an Average Retail Value is not published in the current Kelley Blue Book, the value may be determined using other sources, including the use of Original Cost New for new motorcycles.
- (c) a minimum value of \$1,800 applies to vehicle sizes 651 c.c. and over

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.

**SECTION: ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RULES**

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- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
(3) Rates are per \$100 of insured value.

MOTORCYCLE RATES

**Part 9 - Comprehensive
Rates at \$500 deductible**

Territory	Rate per \$100 of All Groups
1	\$0.91
2	\$0.89
3	\$0.93
4	\$1.00
5	\$1.02
6	\$1.21
7	\$1.45
8	\$1.85
9	\$1.62
10	\$2.05
11	\$1.98
12	\$2.50
13	\$2.32
14	\$3.16
15	\$3.77
16	\$5.68
17	\$5.86
18	\$5.86
19	\$5.86
20	\$5.86
21	\$5.86
22	\$5.86
23	\$5.86
24	\$5.86
25	\$5.86
26	\$5.86
27	\$0.81
40	\$2.34
41	\$2.49
42	\$3.47
43	\$3.58
44	\$5.66
45	\$3.61

**Part 9 - Comprehensive
Other deductibles**

Deductible	All Territories
	All Groups
\$300	\$500 deductible premium + \$4
\$1,000	77.7% of \$500 deductible premium
\$2,000	70.3% of \$500 deductible premium

Fire	Charge 5% of the motorcycle Comprehensive
Theft	Charge 90% of the motorcycle Comprehensive

Determine motorcycle Comprehensive rates by the following procedure:

- (a) Determine the motorcycle's insured value* in hundreds of dollars.
(b) Multiply the value determined in (a) by the rate per \$100 for its territory.

* Value is defined as follows:

- (a) The Average Retail Value as expressed in the current Kelley Blue Book.
(b) For all motorcycles for which an Average Retail Value is not published in the current Kelley Blue Book, the value may be determined using other sources, including the use of Original Cost New for new motorcycles.
(c) a minimum value of \$1,800 applies to vehicle sizes 651 c.c. and over

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
(2) Rates for Part 9 are the same for experienced and inexperienced operators.
(3) Rates are per \$100 of insured value.

**Approved Motorcycle Training Sites
Rider Education Recognition Program (RERP) Number**

Bristol Community College, Fall River	(61347)
Central Mass Safety Council, West Boylston	(60055)
Hanscomb AFB, Bedford	(61141)
Motorcycle Safe Riding Project , Beverly	(60050)
	(Formerly listed as Cycles 128)
Northern Essex Community College, Haverhill	(61348)
Otis ANGB, Cape Cod	(60758)
Riverside Kawasaki, Hanscomb AFB in Bedford	(61350)
Safety Council of Western Mass, Dalton	(61277)
South Weymouth NAS, South Weymouth	(60690)
Westfield State College, Westfield	(61349)

Those who participate in motorcycle rider education courses in any other location are also eligible for the 10% reduction, given the course is approved by the Motorcycle Safety Foundation. If courses are taken out of state, they must be Motorcycle Safety Foundation certified and adhere to Governor's Highway Safety Bureau rules and regulations on file at the Secretary of State's office.

MISCELLANEOUS MOTOR VEHICLE RATES

	LIABILITY	PHYSICAL DAMAGE
Pick-Up (Rule 32)	Manual Rates	Part 7 - 60%* Part 8 - Manual Rate Part 9 – 90%
Trailers (Rule 34)	No Charge	Parts 7, 8 and 9 50% Latest Model Year shown in Rate Pages, Territory 1, Class 10 Symbol based on Cost New
Motor Homes (Rule 39)	Manual Rates	Parts 7 and 8 - 50% Part 9 – Manual Rate
Antique Motor Cars (Rule 40) (Advisory Rating & Factors)	Parts 1, 2, 4 & 5 25% of Class 10 Parts 3, 6 and 12 Manual Rates	Parts 7, 8 and 9 50% Latest Model Year shown in Rate Pages, Territory 1, Class 10 Symbol based on appraised value
Antique Motorcycles (Rule 40) (Advisory Rating & Factors)	Parts 1, 2, 4 & 5 25% of Motorcycle Rates Parts 3, 6 and 12 Manual Rates	Part 7, 8 and 9 50% of Territory 1 Motorcycle Rates
*Reduction not applicable to Waiver of Deductible premium		

Motorcycles, etc. (Rule 44)

Motorcycle Rider Training Program Discount - 10% Parts 1-8 and 12
Insureds age 65 or older - 25% All Parts
Paid In Full – 10% All Parts

Discounts – The following discounts are available for all qualifying Miscellaneous Motor Vehicles:

Class 15 – 25% All Parts
Paid In Full – 10% All Parts

HIGH-THEFT VEHICLE LIST

Commonwealth of Massachusetts Division of Insurance Regulation 211 CMR 86.07

Make/Model/Year

Make/Model/Year

Make/Model/Year



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

**AUTO PREMIUM CALCULATION
(ROUND TO THE NEAREST DOLLAR AFTER EACH STEP)**

STEP	Part 1	Part 2	Part 4	Part 5	Part 6	Part 7	Part 8	Part 9
1 TERRITORIAL/CLASS BASE RATE								
2 INCREASED LIMIT FACTOR		x						
3 MODEL YEAR						x		x
4 SYMBOL FACTOR						x		x
5 LIMITED COLLISION FACTOR							x	0.060
6 DEDUCTIBLE FACTOR	x						x / +	x
7 GLASS DEDUCTIBLE FACTOR								x
8 WAIVER OF DEDUCTIBLE CHARGE								x
9 REPLACEMENT VALUE FACTOR								x
10 ACTUAL CASH VALUE								x
11 AUTO RATING TIER FACTOR	x	x	x	x	x	x	x	x
12 EXTRA-RISK RATING FACTOR								x
13 ANNUAL MILEAGE DISCOUNT	x	x	x	x	x	x	x	x
14 MULTI-CAR DISCOUNT	x	x	x	x	x	x	x	x
15 ANTI-THEFT DEVICE DISCOUNT								x
16 GOOD PAYER DISCOUNT	x	x	x	x	x	x	x	x
17 PAID-IN-FULL DISCOUNT	x	x	x	x	x	x	x	x
18 YEARS WITH PRIOR CARRIER OR CURRENT AGENT DISCOUNT	x	x	x	x	x	x	x	x
19 FUTURE EFFECTIVE DATE DISCOUNT	x	x	x	x	x	x	x	x
20 NEW CAR DISCOUNT								x
21 PROPERTY INSURANCE POLICY DISCOUNT	x	x	x	x	x	x	x	x
22 MULTI-POLICY DISCOUNT	x	x	x	x	x	x	x	x
23 GOOD STUDENT DISCOUNT	x	x	x	x	x	x	x	x
24 ENHANCED PROTECTION DISCOUNT	x	x	x	x	x	x	x	x
25 AUTO LOAN/LEASE COVERAGE FACTOR								x
26 ACCIDENT/VIOLATION FORGIVENESS FACTOR	x	x	x	x	x	x	x	x
27 GROUP DISCOUNT	x	x	x	x	x	x	x	x
28 CLASS 15 DISCOUNT	x	x	x	x	x	x	x	x
29 MERIT RATING FACTOR	x	x	x	x	x	x	x	x
30 EXCELLENT DRIVER/EXCELLENT DRIVER PLUS DISCOUNT	x	x	x	x	x	x	x	x
31 CERTIFIED RISK SURCHARGE	x	x	x	x	x	x	x	x
32 TOTAL COVERAGE PREMIUM	=	=	=	=	=	=	=	=

Part 5 Territorial/Class Base Rate		Rate
33 PART 1 TERRITORIAL/CLASS BASE RATE		
INCREASED LIMIT FACTOR - 1.00	x	
34 PART 5 TERRITORIAL/CLASS BASE RATE		
INCREASED LIMIT FACTOR	x	
TOTAL PART 5 TERRITORIAL/CLASS BASE RATE	=	

NOTES	
Territory:	
Limit:	
Ded(s):	
Model Yr:	
Symbol:	
Class:	
Tier:	
Other:	

35	Parts 3 and 12	Rate	Annual Mileage	Paid In Full	Group Discount	Class 15	Total
PART 3 PREMIUM		x	x	x	x		
PART 12 PREMIUM		x	x	x	x		+
TOTAL UM/UIM COVERAGE PREMIUM		=					=

36	Parts 10 and 11	Rate	Paid In Full	Group Discount	Class 15	Total
PART 10 PREMIUM		x	x	x		
PART 11 PREMIUM		x	x	x		+
TOTAL PARTS 10 AND 11 COVERAGE PREMIUM		=				=

37	Miscellaneous Coverages	Rate	Paid In Full	Class 15	Total
EXCESS ELECTRONIC EQUIPMENT PREMIUM		x	x		+
CUSTOMIZATION COMP PREMIUM		x	x		+
CUSTOMIZATION COLLISION PREMIUM		x	x		+
CUSTOMIZATION LIMITED COLLISION PREMIUM		x	x		+
TOTAL MISC COVERAGES PREMIUM		=			=

38 ENCOMPASS ANNUAL PREMIUM - SUBTOTAL	=	
BASIC COVERAGE PACKAGE CAPPING FACTOR	*	
TOTAL CAPPED ANNUAL PREMIUM*	=	
TOTAL COVERAGE PREMIUM	=	

* The total capped annual premium will not exceed the residual market premium threshold applicable to the basic coverage package described in Division of Insurance Bulletin 2009-13



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

CLASS-TERRITORY BASE RATES - PART 1 (A-1)

Territory	Class 10	Class 17	Class 18	Class 20	Class 21	Class 25	Class 26	Class 30
1	127	227	143	427	225	384	200	123
2	158	284	183	530	291	478	262	152
3	165	297	195	572	311	516	280	162
4	179	332	205	639	361	574	325	171
5	181	326	226	663	382	596	343	180
6	194	359	222	705	433	635	390	190
7	187	330	234	711	419	641	377	182
8	220	403	264	822	495	740	447	215
9	220	377	262	743	451	669	405	214
10	239	471	313	845	556	761	501	242
11	241	536	325	870	586	783	527	274
12	268	512	355	872	629	784	567	261
13	265	487	334	764	554	688	497	259
14	370	633	466	931	710	838	638	360
15	405	649	449	855	706	770	636	388
16	377	736	651	931	761	838	685	387
17	228	442	278	753	446	676	400	229
18	296	732	402	980	707	882	636	335
19	314	628	417	820	628	739	564	350
20	342	751	462	1000	760	901	683	378
21	418	760	627	972	797	873	717	583
22	421	773	621	989	799	892	718	575
23	273	605	422	851	627	766	564	276
24	275	540	348	854	561	768	506	280
25	273	612	366	856	645	770	582	297
26	359	709	501	895	737	805	663	347
27	125	239	140	437	219	394	195	129
40	374	704	463	1030	735	927	661	395
41	331	594	435	880	658	792	594	338
42	440	708	506	940	769	848	693	446
43	418	743	526	997	819	900	737	452
44	326	674	592	851	692	766	622	332
45	436	735	524	1007	822	908	739	455

Note: Class 15 rates are 75% of Class 10 final rates for all coverages.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

CLASS-TERRITORY BASE RATES - PART 4 (\$5000 PDL)

Territory	Class 10	Class 17	Class 18	Class 20	Class 21	Class 25	Class 26	Class 30
1	161	287	203	565	351	510	315	169
2	204	352	244	711	437	641	395	208
3	206	357	257	731	437	659	394	219
4	209	357	252	753	449	676	404	229
5	219	375	260	809	498	727	449	244
6	234	387	278	822	519	740	468	249
7	227	372	279	804	527	724	473	247
8	258	441	321	930	590	835	532	290
9	249	425	300	890	559	802	503	259
10	254	431	303	895	563	807	505	260
11	221	406	274	790	498	710	447	232
12	289	485	343	947	623	851	562	293
13	290	465	328	908	599	818	539	290
14	328	545	377	988	671	890	604	335
15	338	575	385	965	696	868	626	343
16	321	616	414	1028	680	926	614	333
17	261	503	313	908	530	817	478	261
18	295	584	360	960	621	865	561	292
19	294	553	354	892	576	803	517	287
20	296	591	359	984	626	885	564	311
21	340	636	408	944	684	851	615	341
22	413	652	485	906	706	815	636	403
23	248	569	366	921	610	829	549	273
24	304	569	364	925	585	833	524	296
25	305	651	381	978	682	882	615	322
26	344	631	447	906	691	813	620	341
27	180	320	213	624	362	563	326	180
40	269	501	330	908	571	817	515	308
41	272	487	343	908	607	817	547	289
42	273	524	374	931	659	840	594	324
43	315	541	372	932	670	839	602	320
44	248	531	360	907	600	815	539	258
45	320	540	364	930	666	838	598	325

Note: Class 15 rates are 75% of Class 10 final rates for all coverages.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

CLASS-TERRITORY BASE RATES - PART 2 (A-2)

Territory	Class 10	Class 17	Class 18	Class 20	Class 21	Class 25	Class 26	Class 30
1	40	69	45	128	71	114	63	40
2	47	82	53	149	84	134	75	45
3	51	84	58	161	90	144	81	49
4	51	91	59	175	101	157	90	50
5	61	102	72	205	119	185	109	61
6	57	101	64	197	123	176	110	56
7	56	92	66	199	119	179	106	53
8	70	120	83	247	152	223	136	68
9	69	112	81	222	137	201	123	66
10	76	140	96	249	169	224	152	75
11	73	152	94	243	168	219	151	79
12	86	158	111	263	196	238	176	83
13	94	169	116	254	190	229	170	91
14	114	195	140	272	212	246	193	110
15	132	212	146	271	228	244	205	123
16	134	257	224	312	261	281	235	136
17	74	137	89	235	140	210	126	74
18	97	230	129	305	226	273	202	110
19	108	210	140	265	208	238	186	118
20	109	239	144	302	236	272	212	125
21	132	239	199	293	246	265	222	184
22	132	242	199	301	249	270	222	182
23	86	193	132	257	195	230	175	87
24	89	166	110	259	175	232	158	89
25	87	193	115	260	201	233	179	98
26	118	229	161	279	235	251	212	115
27	39	68	42	123	65	111	58	41
40	121	221	145	312	227	281	206	125
41	124	224	160	315	241	283	217	126
42	134	216	153	277	230	249	209	134
43	135	241	170	313	262	282	237	146
44	127	262	227	320	266	288	239	131
45	140	236	165	310	257	278	234	145

Note: Class 15 rates are 75% of Class 10 final rates for all coverages.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

CLASS-TERRITORY BASE RATES - PART 5 (Basic B)

Territory	Class 10	Class 17	Class 18	Class 20	Class 21	Class 25	Class 26	Class 30
1	24	51	31	85	45	76	39	26
2	29	63	41	103	56	96	52	30
3	30	66	43	113	61	103	55	32
4	33	75	45	127	71	116	64	35
5	33	74	48	132	73	118	68	39
6	37	80	48	141	84	126	75	40
7	36	74	51	141	82	126	73	38
8	42	90	58	163	97	148	88	46
9	42	84	57	146	88	134	79	44
10	45	100	70	159	106	144	97	47
11	48	117	69	164	114	148	102	59
12	53	112	77	165	121	148	111	60
13	51	110	73	144	109	130	99	54
14	72	146	99	177	138	161	123	73
15	81	146	98	163	138	147	125	85
16	99	157	131	173	148	158	133	109
17	45	94	58	146	87	132	77	48
18	69	160	87	183	137	165	125	85
19	69	138	87	155	122	141	110	85
20	81	169	103	188	146	171	131	98
21	110	165	137	184	156	166	140	141
22	107	167	140	185	157	168	140	141
23	52	141	89	157	120	144	108	57
24	53	112	73	157	106	144	97	59
25	60	142	79	163	125	146	115	68
26	77	150	102	170	142	153	129	82
27	26	55	30	88	44	77	39	28
40	69	157	100	193	143	176	129	78
41	62	135	93	165	128	148	116	69
42	84	159	109	177	148	159	134	96
43	84	166	116	187	157	169	142	100
44	80	142	120	157	133	144	119	98
45	87	171	117	191	158	173	143	100

Note: Class 15 rates are 75% of Class 10 final rates for all coverages.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

CLASS-TERRITORY BASE RATES - PART 7 (\$500 Deductible)

Territory	Class 10	Class 17	Class 18	Class 20	Class 21	Class 25	Class 26	Class 30
1	232	511	312	933	521	839	480	230
2	240	516	314	971	510	875	470	239
3	248	548	339	1001	544	901	502	247
4	261	575	347	1046	586	940	542	260
5	267	585	361	1072	621	964	573	266
6	262	576	352	1016	607	915	559	260
7	273	583	376	1003	627	903	579	269
8	320	658	449	1143	714	1030	657	318
9	301	619	400	1071	676	964	622	299
10	296	639	407	1084	700	977	645	300
11	318	708	439	1045	702	940	646	316
12	356	736	465	1061	777	953	714	355
13	357	666	496	1069	783	961	722	354
14	436	813	594	1148	900	1033	830	434
15	521	852	640	1145	942	1031	868	510
16	549	980	687	1327	951	1193	878	527
17	331	698	443	1061	669	956	618	330
18	406	780	528	1047	793	941	730	398
19	402	755	571	964	785	867	723	401
20	500	876	645	1138	908	1024	838	485
21	514	878	731	1115	1019	1004	939	617
22	587	896	774	1137	1013	1022	935	789
23	386	856	692	1116	914	1006	843	434
24	395	769	567	1040	796	937	735	393
25	416	811	623	1057	857	952	791	437
26	529	870	734	1095	959	984	885	579
27	213	469	278	870	466	783	430	211
40	362	698	503	1052	765	947	708	370
41	337	719	528	1061	804	955	742	352
42	391	770	601	1053	857	948	791	381
43	441	802	610	1088	902	980	831	430
44	382	769	513	1040	728	937	672	367
45	437	754	585	1042	856	938	790	425

Note: Class 15 rates are 75% of Class 10 final rates for all coverages.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

CLASS-TERRITORY BASE RATES - PART 9 (\$500 Deductible)

Territory	Class 10	Class 17	Class 18	Class 20	Class 21	Class 25	Class 26	Class 30
1	64	64	64	64	64	64	64	64
2	61	61	61	61	61	61	61	61
3	66	66	66	66	66	66	66	66
4	68	68	68	68	68	68	68	68
5	74	74	74	74	74	74	74	74
6	69	69	69	69	69	69	69	69
7	72	72	72	72	72	72	72	72
8	81	81	81	81	81	81	81	81
9	75	75	75	75	75	75	75	75
10	74	74	74	74	74	74	74	74
11	71	71	71	71	71	71	71	71
12	93	93	93	93	93	93	93	93
13	96	96	96	96	96	96	96	96
14	111	111	111	111	111	111	111	111
15	128	128	128	128	128	128	128	128
16	206	206	206	206	206	206	206	206
17	73	73	73	73	73	73	73	73
18	150	150	150	150	150	150	150	150
19	154	154	154	154	154	154	154	154
20	154	154	154	154	154	154	154	154
21	204	204	204	204	204	204	204	204
22	230	230	230	230	230	230	230	230
23	143	143	143	143	143	143	143	143
24	105	105	105	105	105	105	105	105
25	156	156	156	156	156	156	156	156
26	187	187	187	187	187	187	187	187
27	62	62	62	62	62	62	62	62
40	103	103	103	103	103	103	103	103
41	96	96	96	96	96	96	96	96
42	117	117	117	117	117	117	117	117
43	123	123	123	123	123	123	123	123
44	200	200	200	200	200	200	200	200
45	129	129	129	129	129	129	129	129

Note: Class 15 rates are 75% of Class 10 final rates for all coverages.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

BASE RATES - PARTS 3, 6 and 12

All Territories:

Limit	Part 3 Rate	Part 12 Rate
20/40	\$19	\$0
40/40	24	13
20/50	19	1
25/50	21	3
25/60	23	4
30/60	24	7
30/70	24	7
35/80	24	11
45/45	26	16
50/50	26	18
50/100	26	19
100/100	27	41
100/150	29	42
100/200	29	42
100/300	30	43
100/500	30	45
150/300	33	77
200/200	34	98
200/300	34	100
200/400	34	101
200/500	34	102
250/1000	37	130
200/600	34	103
250/500	36	122
300/300	41	163
300/500	41	170
300/600	41	173
300/1000	42	179
500/500	53	310
500/1000	55	320
750/750	57	339
1000/1000	58	352
1000/2000	58	356
2000/2000	65	389

Limit	Part 6
\$5,000	\$42
\$10,000	55
\$15,000	69
\$20,000	72
\$25,000	82
\$50,000	94
\$100,000	114



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

AUTO INCREASED LIMIT FACTORS

Part 5		Part 4	
20/40	1.000	\$5,000	1.000
20/50	1.010	\$10,000	1.204
25/50	1.050	\$15,000	1.220
25/60	1.060	\$20,000	1.232
30/60	1.110	\$25,000	1.242
30/70	1.110	\$30,000	1.249
35/80	1.160	\$35,000	1.254
40/40	1.190	\$40,000	1.258
45/45	1.230	\$45,000	1.262
50/50	1.260	\$50,000	1.265
50/100	1.270	\$75,000	1.274
100/100	1.480	\$80,000	1.275
100/150	1.490	\$100,000	1.280
100/200	1.490	\$200,000	1.350
100/300	1.500	\$250,000	1.368
100/500	1.510	\$300,000	1.384
150/300	1.690	\$500,000	1.430
200/200	1.810	\$750,000	1.458
200/300	1.820	\$1,000,000	1.489
200/400	1.830	\$2,000,000	1.532
200/500	1.840		
200/600	1.840		
250/500	1.940		
250/1000	1.990		
300/300	2.150		
300/500	2.180		
300/600	2.190		
300/1000	2.230		
500/500	2.860		
500/1000	2.910		
750/750	3.080		
1000/1000	3.210		
1000/2000	3.230		
2000/2000	3.540		



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

AUTO MODEL YEAR AND SYMBOL FACTORS

SYMBOL	MODEL YEARS 2011 & SUBSEQUENT		MODEL YEARS 1990 & SUBSEQUENT		MODEL YEARS 1989 & PRIOR	
	PART 9 FACTOR	PART 7 & 8 FACTOR	PART 9 FACTOR	PART 7 & 8 FACTOR	PART 9 FACTOR	PART 7 & 8 FACTOR
	1	0.66	0.66	0.78	0.88	0.42
2	0.81	0.82	1.00	1.00	0.42	0.60
3	1.00	1.00	1.21	1.09	0.42	0.60
4	1.23	1.15	1.37	1.16	0.42	0.60
5	1.40	1.22	1.54	1.22	0.52	0.74
6	1.55	1.27	1.71	1.28	0.78	0.88
7	1.72	1.31	1.87	1.35	1.00	1.00
8	1.85	1.37	2.04	1.42	1.30	1.13
10	2.00	1.43	2.23	1.49	1.63	1.25
11	2.13	1.49	2.44	1.56	1.95	1.38
12	2.26	1.54	2.68	1.64	2.32	1.52
13	2.36	1.58	2.91	1.72	2.80	1.68
14	2.47	1.61	3.18	1.82	3.35	1.88
15	2.60	1.66	3.51	1.94	3.98	2.10
16	2.70	1.69	3.82	2.05	4.63	2.35
17	2.83	1.73	4.12	2.16	5.38	2.55
18	2.96	1.78	4.41	2.27	6.25	2.75
19	3.06	1.82	4.77	2.39	7.25	3.00
20	3.17	1.85	5.18	2.50	8.45	3.30
21	3.28	1.90	5.65	2.61	(e)	(f)
22	3.38	1.94	6.25	2.75		
23	3.49	1.99	6.88	2.91		
24	3.60	2.01	7.82	3.14		
25	3.70	2.06	9.15	3.50		
26	3.79	2.09	10.55	3.85		
27	3.89	2.12	(c)	(d)		
28	4.00	2.16				
29	4.09	2.19				
30	4.19	2.24				
31	4.30	2.27				
32	4.38	2.30				
33	4.47	2.34				
34	4.57	2.37				
35	4.66	2.40				
36	4.79	2.45				
37	4.94	2.49				
38	5.09	2.54				
39	5.21	2.57				
40	5.36	2.61				
41	5.49	2.64				
42	5.64	2.69				
43	5.77	2.72				
44	5.91	2.75				
45	6.04	2.78				
46	6.19	2.82				
47	6.36	2.87				
48	6.53	2.90				
49	6.70	2.94				
50	6.85	2.99				
51	7.02	3.03				
52	7.19	3.06				
53	7.34	3.10				
54	7.60	3.16				
55	7.91	3.24				
56	8.26	3.33				
57	8.60	3.42				
58	9.13	3.57				
59	9.83	3.75				
60	10.55	3.93				
61	11.30	4.15				
62	12.06	4.42				
63	12.85	4.67				
64	13.64	4.94				
65	14.40	5.19				
66	15.57	5.58				
67	17.15	6.10				
68	18.72	6.63				
69	20.26	7.15				
70	21.83	7.66				
71	23.40	8.18				
72	24.98	8.70				
73	26.55	9.22				
74	28.13	9.90				
75	29.70	10.27				
98	(a)	(b)				

MODEL YEAR	PART 9 FACTOR	PART 7 & 8 FACTOR
2012	1.158	1.158
2011	1.103	1.103
2010	1.050	1.050
2009	1.000	1.000
2008	0.952	0.952
2007	0.907	0.907
2006	0.864	0.864
2005	0.823	0.823
2004	0.784	0.784
2003	0.747	0.747
2002	0.711	0.711
2001 & Prior	0.677	0.677

- (a) Add 1.574 to Symbol 70 relativity for each \$10,000 or fraction of \$10,000 above \$150,000 of original cost.
- (b) Add 0.522 to Symbol 70 relativity for each \$10,000 or fraction of \$10,000 above \$150,000 of original cost.
- (c) Add 1.50 to Symbol 26 relativity for each \$10,000 or fraction of \$10,000 above \$80,000 of original cost.
- (d) Add 0.50 to Symbol 26 relativity for each \$10,000 or fraction of \$10,000 above \$80,000 of original cost.
- (e) Add 1.50 to Symbol 20 relativity for each \$10,000 or fraction of \$10,000 above \$65,000 of original cost.
- (f) Add 0.50 to Symbol 20 relativity for each \$10,000 or fraction of \$10,000 above \$65,000 of original cost.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

DEDUCTIBLES

PIP		
Deductible	Named Insured	Named Insured and Household Members
\$100	0.98	0.98
\$250	0.96	0.95
\$500	0.92	0.90
\$1,000	0.86	0.81
\$2,000	0.74	0.65
\$4,000	0.63	0.52
\$8,000	0.55	0.41

Physical Damage			
Deductible	Collision	Limited Collision	Comprehensive
\$0		\$8*	
\$300	0.17**	\$5*	0.03**
\$500	1.00	1.00	1.00
\$1,000	0.63	0.54	0.75
\$2,000	0.48	0.32	0.67

Collision Waiver of Deductible Charge
\$10
\$13
\$16
\$25

Glass Deductibles for Comp, Fire & Theft, and CAC***	
Deductible	Comprehensive
\$100	0.84

*Flat charge added to \$500 deductible rate.

**Applied to \$500 deductible base rate to determine buyback charge.

***Discounted from the premium that would apply in the absence of a glass deductible.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

AUTO RATING TIER FACTORS

Tier	Parts 1 and 5	Part 4	Part 6	Part 2	Part 9	Parts 7 and 8
Ultra-Preferred	0.72	0.75	0.77	0.80	0.73	0.73
Preferred Plus	0.82	0.84	0.86	0.86	0.80	0.83
Preferred	0.93	0.95	0.95	0.92	0.94	0.93
Standard	1.09	1.10	1.09	1.10	1.00	1.00



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

AUTO MERIT RATING FACTORS

Total Merit Points	Experienced Operator (Class 10, 15, 30) Merit Rating Factor							
	Part 1	Part 2	Part 4	Part 5	Part 6	Part 7	Part 8	Part 9
0	1.050	1.050	1.050	1.000	1.000	1.050	1.000	1.000
1	1.150	1.150	1.150	1.025	1.025	1.150	1.025	1.025
2	1.300	1.300	1.300	1.025	1.025	1.300	1.025	1.025
3	1.450	1.450	1.450	1.025	1.025	1.450	1.025	1.025
4	1.600	1.600	1.600	1.025	1.025	1.600	1.025	1.025
5	1.842	1.842	1.842	1.103	1.103	1.842	1.103	1.103
6	1.999	1.999	1.999	1.103	1.103	1.999	1.103	1.103
7	2.157	2.157	2.157	1.103	1.103	2.157	1.103	1.103
8	2.315	2.315	2.315	1.103	1.103	2.315	1.103	1.103
9	2.618	2.618	2.618	1.129	1.129	2.618	1.129	1.129
10	2.785	2.785	2.785	1.129	1.129	2.785	1.129	1.129
11	2.952	2.952	2.952	1.129	1.129	2.952	1.129	1.129
12	3.119	3.119	3.119	1.129	1.129	3.119	1.129	1.129
13	3.286	3.286	3.286	1.129	1.129	3.286	1.129	1.129
14	3.454	3.454	3.454	1.129	1.129	3.454	1.129	1.129
15	3.621	3.621	3.621	1.129	1.129	3.621	1.129	1.129
16	3.788	3.788	3.788	1.129	1.129	3.788	1.129	1.129
17	3.955	3.955	3.955	1.129	1.129	3.955	1.129	1.129
18	4.122	4.122	4.122	1.129	1.129	4.122	1.129	1.129
19	4.289	4.289	4.289	1.129	1.129	4.289	1.129	1.129
20	4.456	4.456	4.456	1.129	1.129	4.456	1.129	1.129
21	4.623	4.623	4.623	1.129	1.129	4.623	1.129	1.129
22	4.790	4.790	4.790	1.129	1.129	4.790	1.129	1.129
23	4.958	4.958	4.958	1.129	1.129	4.958	1.129	1.129
24	5.125	5.125	5.125	1.129	1.129	5.125	1.129	1.129
25	5.292	5.292	5.292	1.129	1.129	5.292	1.129	1.129
26	5.459	5.459	5.459	1.129	1.129	5.459	1.129	1.129
27	5.626	5.626	5.626	1.129	1.129	5.626	1.129	1.129
28	5.793	5.793	5.793	1.129	1.129	5.793	1.129	1.129
29	5.960	5.960	5.960	1.129	1.129	5.960	1.129	1.129
30	6.127	6.127	6.127	1.129	1.129	6.127	1.129	1.129
31	6.294	6.294	6.294	1.129	1.129	6.294	1.129	1.129
32	6.461	6.461	6.461	1.129	1.129	6.461	1.129	1.129
33	6.629	6.629	6.629	1.129	1.129	6.629	1.129	1.129
34	6.796	6.796	6.796	1.129	1.129	6.796	1.129	1.129
35	6.963	6.963	6.963	1.129	1.129	6.963	1.129	1.129
36	7.130	7.130	7.130	1.129	1.129	7.130	1.129	1.129
37	7.297	7.297	7.297	1.129	1.129	7.297	1.129	1.129
38	7.464	7.464	7.464	1.129	1.129	7.464	1.129	1.129
39	7.631	7.631	7.631	1.129	1.129	7.631	1.129	1.129
40	7.798	7.798	7.798	1.129	1.129	7.798	1.129	1.129
41	7.965	7.965	7.965	1.129	1.129	7.965	1.129	1.129
42	8.133	8.133	8.133	1.129	1.129	8.133	1.129	1.129
43	8.300	8.300	8.300	1.129	1.129	8.300	1.129	1.129
44	8.467	8.467	8.467	1.129	1.129	8.467	1.129	1.129
45	8.634	8.634	8.634	1.129	1.129	8.634	1.129	1.129

Total Merit Points	Inexperienced Operator (All Other Classes) Merit Rating Factor							
	Part 1	Part 2	Part 4	Part 5	Part 6	Part 7	Part 8	Part 9
0	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
1	1.075	1.075	1.075	1.025	1.025	1.075	1.025	1.025
2	1.150	1.150	1.150	1.025	1.025	1.150	1.025	1.025
3	1.225	1.225	1.225	1.025	1.025	1.225	1.025	1.025
4	1.300	1.300	1.300	1.025	1.025	1.300	1.025	1.025
5	1.487	1.487	1.487	1.103	1.103	1.487	1.103	1.103
6	1.569	1.569	1.569	1.103	1.103	1.569	1.103	1.103
7	1.649	1.649	1.649	1.103	1.103	1.649	1.103	1.103
8	1.730	1.730	1.730	1.103	1.103	1.730	1.103	1.103
9	1.899	1.899	1.899	1.129	1.129	1.899	1.129	1.129
10	1.985	1.985	1.985	1.129	1.129	1.985	1.129	1.129
11	2.070	2.070	2.070	1.129	1.129	2.070	1.129	1.129
12	2.155	2.155	2.155	1.129	1.129	2.155	1.129	1.129
13	2.240	2.240	2.240	1.129	1.129	2.240	1.129	1.129
14	2.325	2.325	2.325	1.129	1.129	2.325	1.129	1.129
15	2.410	2.410	2.410	1.129	1.129	2.410	1.129	1.129
16	2.495	2.495	2.495	1.129	1.129	2.495	1.129	1.129
17	2.580	2.580	2.580	1.129	1.129	2.580	1.129	1.129
18	2.665	2.665	2.665	1.129	1.129	2.665	1.129	1.129
19	2.750	2.750	2.750	1.129	1.129	2.750	1.129	1.129
20	2.835	2.835	2.835	1.129	1.129	2.835	1.129	1.129
21	2.920	2.920	2.920	1.129	1.129	2.920	1.129	1.129
22	3.005	3.005	3.005	1.129	1.129	3.005	1.129	1.129
23	3.090	3.090	3.090	1.129	1.129	3.090	1.129	1.129
24	3.175	3.175	3.175	1.129	1.129	3.175	1.129	1.129
25	3.260	3.260	3.260	1.129	1.129	3.260	1.129	1.129
26	3.345	3.345	3.345	1.129	1.129	3.345	1.129	1.129
27	3.430	3.430	3.430	1.129	1.129	3.430	1.129	1.129
28	3.515	3.515	3.515	1.129	1.129	3.515	1.129	1.129
29	3.600	3.600	3.600	1.129	1.129	3.600	1.129	1.129
30	3.686	3.686	3.686	1.129	1.129	3.686	1.129	1.129
31	3.771	3.771	3.771	1.129	1.129	3.771	1.129	1.129
32	3.856	3.856	3.856	1.129	1.129	3.856	1.129	1.129
33	3.941	3.941	3.941	1.129	1.129	3.941	1.129	1.129
34	4.026	4.026	4.026	1.129	1.129	4.026	1.129	1.129
35	4.111	4.111	4.111	1.129	1.129	4.111	1.129	1.129
36	4.196	4.196	4.196	1.129	1.129	4.196	1.129	1.129
37	4.281	4.281	4.281	1.129	1.129	4.281	1.129	1.129
38	4.366	4.366	4.366	1.129	1.129	4.366	1.129	1.129
39	4.451	4.451	4.451	1.129	1.129	4.451	1.129	1.129
40	4.536	4.536	4.536	1.129	1.129	4.536	1.129	1.129
41	4.621	4.621	4.621	1.129	1.129	4.621	1.129	1.129
42	4.706	4.706	4.706	1.129	1.129	4.706	1.129	1.129
43	4.791	4.791	4.791	1.129	1.129	4.791	1.129	1.129
44	4.876	4.876	4.876	1.129	1.129	4.876	1.129	1.129
45	4.961	4.961	4.961	1.129	1.129	4.961	1.129	1.129



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

OTHER AUTO RATING FACTORS

RATING PLAN	RULE	FACTOR												
		Part 1	Part 2	Part 4	Part 5	Part 6	Part 7	Part 8	Part 9	Part 3	Part 12			
ANNUAL MILEAGE DISCOUNT	19													
0-5,000 Miles		0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90		0.90	0.90		
5,001-7,500 Miles		0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95		0.95	0.95		
MULTI-CAR DISCOUNT	19	0.95	0.95	0.95	0.95			0.95	0.95	0.95				
CLASS 15 DISCOUNT	19	0.75	0.75	0.75			0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
NEW CAR DISCOUNT	19													
Months since vehicle purchase														
0-<=12 months								0.95	0.95	0.95				
>12-<=24 months								0.97	0.97	0.97				
>24-<=36 months								0.99	0.99	0.99				
GOOD PAYER DISCOUNT	19	0.95		0.95	0.95	0.95	0.95	0.95	0.95					
PAID-IN-FULL DISCOUNT	19	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
FUTURE EFFECTIVE DATE DISCOUNT (Year 1)	19	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95				
FUTURE EFFECTIVE DATE DISCOUNT (Year 2)	19	0.975	0.975	0.975	0.975	0.975	0.975	0.975	0.975	0.975				
MULTI-POLICY DISCOUNT	19													
Multi-Policy A		0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80				
Multi-Policy B		0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95				
GOOD STUDENT DISCOUNT	19	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90				
ENHANCED PROTECTION DISCOUNT	19													
Level 1		0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95				
Level 2		0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90				
YEARS WITH PRIOR CARRIER OR CURRENT AGENT DISCO	19	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97				
PROPERTY INSURANCE POLICY DISCOUNT	19													
Homeowners Policy		0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92				
Condominium or Renters Policy		0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95				
EXCELLENT DRIVER DISCOUNT	56													
Experienced Operator (Class 10, 15, 30)		0.93	0.93	0.93	1.00	1.00	0.93	1.00	1.00					
Inexperienced Operator (All Other Classes)		0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86				
EXCELLENT DRIVER PLUS DISCOUNT	56	0.79	0.79	0.79	0.79	0.79	0.79	0.79	0.79	0.79				

ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
PRIVATE PASSENGER AUTOMOBILE

SUMMARY OF CHANGES

The filing contains two editorial rule revisions to filing ER-1705 for the Encompass Insurance Company of Massachusetts Private Passenger Automobile Program. The revisions include:

Rule 35 - Auto Rating Tier

In filing ER-1705, Rule 35 in the rule manual inadvertently omitted wording for Parts 2 and 9 from the list of coverages that auto rating tier applies to. This filing clarifies that omission by adding wording for Parts 2 and 9 into rule 35.

Auto Premium Calculation Worksheet

In filing ER-1705, the Paid in Full discount was added to Parts 3, 10, 11, 12, and Miscellaneous coverages. In order to remain consistent across all coverages, Paid in Full has been moved prior to Group discount and Class 15 discount for Parts 3, 10, 11, 12, and Miscellaneous coverages. This change is consistent with the wording of Rule 11 – Premium Calculation.



**MASSACHUSETTS
ENCOMPASS INSURANCE COMPANY OF MASSACHUSETTS
MOTOR VEHICLE RATE PAGES**

**AUTO PREMIUM CALCULATION
(ROUND TO THE NEAREST DOLLAR AFTER EACH STEP)**

STEP	Part 1	Part 2	Part 4	Part 5	Part 6	Part 7	Part 8	Part 9
1 TERRITORIAL/CLASS BASE RATE								
2 INCREASED LIMIT FACTOR		x						
3 MODEL YEAR						x		x
4 SYMBOL FACTOR						x		x
5 LIMITED COLLISION FACTOR							x	0.060
6 DEDUCTIBLE FACTOR	x					x	x / +	x
7 GLASS DEDUCTIBLE FACTOR								x
8 WAIVER OF DEDUCTIBLE CHARGE								x
9 REPLACEMENT VALUE FACTOR								x
10 ACTUAL CASH VALUE								x
11 AUTO RATING TIER FACTOR	x	x	x	x	x	x	x	x
12 EXTRA-RISK RATING FACTOR								x
13 ANNUAL MILEAGE DISCOUNT	x	x	x	x	x	x	x	x
14 MULTI-CAR DISCOUNT	x	x	x	x	x	x	x	x
15 ANTI-THEFT DEVICE DISCOUNT								x
16 GOOD PAYER DISCOUNT	x	x	x	x	x	x	x	x
17 PAID-IN-FULL DISCOUNT	x	x	x	x	x	x	x	x
18 YEARS WITH PRIOR CARRIER OR CURRENT AGENT DISCOUNT	x	x	x	x	x	x	x	x
19 FUTURE EFFECTIVE DATE DISCOUNT	x	x	x	x	x	x	x	x
20 NEW CAR DISCOUNT								x
21 PROPERTY INSURANCE POLICY DISCOUNT	x	x	x	x	x	x	x	x
22 MULTI-POLICY DISCOUNT	x	x	x	x	x	x	x	x
23 GOOD STUDENT DISCOUNT	x	x	x	x	x	x	x	x
24 ENHANCED PROTECTION DISCOUNT	x	x	x	x	x	x	x	x
25 AUTO LOAN/LEASE COVERAGE FACTOR								x
26 ACCIDENT/VIOLATION FORGIVENESS FACTOR	x	x	x	x	x	x	x	x
27 GROUP DISCOUNT	x	x	x	x	x	x	x	x
28 CLASS 15 DISCOUNT	x	x	x	x	x	x	x	x
29 MERIT RATING FACTOR	x	x	x	x	x	x	x	x
30 EXCELLENT DRIVER/EXCELLENT DRIVER PLUS DISCOUNT	x	x	x	x	x	x	x	x
31 CERTIFIED RISK SURCHARGE	x	x	x	x	x	x	x	x
32 TOTAL COVERAGE PREMIUM	=	=	=	=	=	=	=	=

Part 5 Territorial/Class Base Rate		Rate
33 PART 1 TERRITORIAL/CLASS BASE RATE		
INCREASED LIMIT FACTOR - 1.00	x	
34 PART 5 TERRITORIAL/CLASS BASE RATE		
INCREASED LIMIT FACTOR	x	
TOTAL PART 5 TERRITORIAL/CLASS BASE RATE	=	

NOTES	
Territory:	
Limit:	
Ded(s):	
Model Yr:	
Symbol:	
Class:	
Tier:	
Other:	

35	Parts 3 and 12	Rate	Annual Mileage	Paid In Full	Group Discount	Class 15	Total
PART 3 PREMIUM		x	x	x	x		
PART 12 PREMIUM		x	x	x	x		+
TOTAL UM/UIM COVERAGE PREMIUM		=					=

36	Parts 10 and 11	Rate	Paid In Full	Group Discount	Class 15	Total
PART 10 PREMIUM		x	x	x		
PART 11 PREMIUM		x	x	x		+
TOTAL PARTS 10 AND 11 COVERAGE PREMIUM		=				=

37	Miscellaneous Coverages	Rate	Paid In Full	Class 15	Total
EXCESS ELECTRONIC EQUIPMENT PREMIUM		x	x		+
CUSTOMIZATION COMP PREMIUM		x	x		+
CUSTOMIZATION COLLISION PREMIUM		x	x		+
CUSTOMIZATION LIMITED COLLISION PREMIUM		x	x		+
TOTAL MISC COVERAGES PREMIUM		=			=

38 ENCOMPASS ANNUAL PREMIUM - SUBTOTAL	=	
BASIC COVERAGE PACKAGE CAPPING FACTOR	*	
TOTAL CAPPED ANNUAL PREMIUM*	=	
TOTAL COVERAGE PREMIUM	=	

* The total capped annual premium will not exceed the residual market premium threshold applicable to the basic coverage package described in Division of Insurance Bulletin 2009-13

35. AUTO RATING TIER

This rule applies to private passenger autos, pickups and vans but does not apply to premiums for miscellaneous type vehicles.

Refer to the rate pages to determine the appropriate rating factors to be applied to the premiums for Parts 1, 2, 4, 5, 6, 7, ~~and 8~~ and 9.

1. Initial Auto Rating Tier Determination

Each policy shall be assigned an Auto Rating Tier based upon certain criteria.

Determine the Policy Auto Rating Tier based on the following:

a. Years with Prior Carrier or Current Agent

Years with Prior Carrier or Current Agent is defined as the maximum number of years immediately preceding the inception of the Encompass Insurance Company of Massachusetts policy in which either of the first two named insureds (if applicable) have held continuous automobile liability insurance with one carrier or the agent who is quoting or issuing Encompass Insurance Company of Massachusetts.

Note 1: If the prior carrier or agent was involved in a merger or acquisition or changed its name, the number of years insured with the carrier or agent is the combined years of continuous automobile liability insurance with any carrier or agent involved in such merger, acquisition or name change.

Note 2: Military personnel returning from deployment overseas who had no need for liability insurance coverage while deployed will be defined to have had continuous prior insurance if:

- (1) They had liability insurance coverage prior to deployment, and
- (2) The prior coverage was either still in-force or expired within 30 days of the date of deployment, and
- (3) They have applied for insurance within 30 days of their return to the United States.

In these cases, the number of years insured with the prior carrier or agent will be the sum of the number of years with the prior carrier as defined above prior to deployment and the length of time deployed overseas.

b. Lapse at New Business

An applicant or policyholder will be considered to have a lapse at New Business if there is a lapse of one day or more between the expiration date of her/his prior policy and the New Business effective date of the Encompass Insurance Company of Massachusetts policy.

Note: Military personnel returning from deployment overseas who had no need for liability insurance coverage while deployed will be defined to have had continuous prior insurance if:

- (1) They had liability insurance coverage prior to deployment, and The prior coverage was either still in-force or expired within 30 days of the date of deployment, and
- (2) They have applied for insurance within 30 days of their return to the United States.

c. Prior Auto Insurance

Determine the type of auto liability insurance that the applicant and co-applicant had immediately prior to the inception of the Encompass Insurance Company of Massachusetts policy according to the table below. If the applicant and co-applicant have different prior auto insurance types, the lower numbered type applies.

Prior Auto Insurance Type	Definition
1	Prior auto liability insurance or No prior auto liability insurance and not required to have such insurance under state law.
2	No prior auto liability insurance but required to have such insurance under state law.

d. Multi-Car

The Multi-Car tiering criterion is determined by the number of autos which are insured for Liability or Comprehensive coverage under the policy.

e. Years Licensed and Number of Incidents

Determine the number of years licensed and number of chargeable accidents, minor violations and major violations in the most recent five years of the policy experience period for each rated operator. The criterion listed in the table below applies to all rated operators on the policy.

f. Prior Part 1 or Part 5 Limits

The limit for Part 1 (or Part 5 if selected) from the prior carrier is the greater of the liability limits immediately preceding the inception of the Encompass Insurance Company of Massachusetts policy of either of the first two named insureds (if applicable) for bodily injury to or death of a person as a result of any one accident.

	Ultra Preferred	Preferred Plus	Preferred	Standard
Years with Prior Carrier or Current Agent	2 or greater	2 or greater	No limitation	No limitation
Lapse at New Business	No	No	No	No limitation
Prior Auto Insurance	Yes	Yes	Yes	No limitation
Multi-Car	At least 2 autos	No limitation	No limitation	No limitation
Fewest Years Licensed of All Operators on the Policy	>=5	At least one operator must be >= 5 years	At least one operator must be >= 5 years	No limitation
Greatest Number of Incidents of All Operators on the Policy	0	0	Total incidents must result in 4 or fewer merit rating points	No limitation
Prior Part 1 or Part 5 Limits	>=\$50,000/\$100,000	>=\$50,000/\$100,000	>=\$50,000/\$100,000	No limitation

2. Subsequent Auto Rating Tier Determination

The same Tier will continue to apply at renewal and endorsement except under the following conditions:

- a. At renewal, the policy's Multi-Car status will be reassigned if the number of vehicles on the policy was changed
- b. At renewal, the policy's Years Licensed status will be reassigned to reflect the new number of years licensed for all drivers on the policy.
- c. At renewal, the policy's Number of Incidents status will be reassigned based on the number of chargeable accidents, minor violations and major violations for all drivers in the most recent five years of the applicable policy experience period.

Exception: For policies written with Accident/Violation Forgiveness Coverage during the experience period, no forgiven accidents and minor violations that are associated with a rated operator who is listed on the policy at the time of the accident or minor violation will be considered in determining the Number of Incidents. However, all chargeable major violations associated with a rated operator that occurred during the experience period will be considered in the determination of the Number of Incidents.

- d. At renewal, the policy's Prior Part 1 or Part 5 Limits status will be reassigned if the Part 5 liability limit was increased to that of a different segment and maintained for five consecutive years.

The applicable Tier will be determined pursuant to the table in this rule.

- e. At renewal, the Years with Prior Carrier or Current Agent will be reassigned to include the number of years the policy has been continuously insured with Encompass Insurance Company of Massachusetts.