

# MASSACHUSETTS ENDORSEMENT - M-0108-S

## Personal Vehicle Sharing Exclusion

We will not pay any claim for injury or property damage under the policy, while **your auto** is being used in a personal vehicle sharing program. Such programs allow the use of **your auto** by a person other than you or a **household member** under an agreement and with payment to you. This exclusion does not apply to Personal Injury Protection (Part 2).

Ed. 10-13

# AUTOMOBILE INSURERS BUREAU OF MASSACHUSETTS

## MEDICAL PAYMENTS ENDORSEMENT – M-109-S

This endorsement includes changes that affect your auto insurance. Please read the endorsement carefully to see how it affects your policy.

### **Optional Insurance, 6. Medical Payments**

Under Part 6, Medical Payments, the following sentence is added at the end of the third paragraph, which appears on Page 15 after the numbered items:

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

### **General Provisions and Exclusions, 5. Our Right To Be Repaid**

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

Ed. 01-14

## **IMPORTANT NOTICE – YOUR POLICY HAS CHANGED**

Massachusetts Law requires that you be notified of any reductions or eliminations made in coverages, conditions or definitions. You are notified that your policy is being changed as shown below. The exact protection you have should be determined by consulting your policy and Coverage Selections Page.

### **Optional Insurance, 6. Medical Payments**

Under Part 6, Medical Payments, the following sentence is added at the end of the third paragraph, which appears on Page 15 after the numbered items:

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

### **General Provisions and Exclusions, 5. Our Right To Be Repaid**

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

### **New Personal Vehicle Sharing Exclusion**

Your Massachusetts Automobile Renewal policy will include a new Personal Vehicle Sharing Exclusion. This exclusion will apply under all coverages on your policy except for Part 2., Personal Injury Protection, if your vehicle is used in a vehicle sharing program.

**PRIVATE PASSENGER AUTOMOBILE ENDORSEMENTS  
ALPHABETICAL INDEX**

TITLE	FORM NO.	EDITION
\$100 Glass Deductible	MPY-0039-S	04-08
Accident/Violation Forgiveness Coverage	G1-72832-A	11-07
Antique Auto	M-0047-S	04-08
Auto Loan/Lease Deficiency (Gap) Coverage	G1-72835-A	11-07
Conditional Premium and Coverage Endorsement	M-0101-S	01-92
Coverage for Anyone Renting an Auto to You	M-0070-S	04-08
Coverage for Customized Vans and Pick-ups	MPY-0037-S	04-08
Excess Electronic Equipment Coverage	MPY-0041-S	04-08
Extended Non-Owned Automobile Endorsement	G1-74699-A	02-10
Extended Substitute Transportation Coverage	G1-72834-A	11-07
Guest Occupants Exclusion	M-0002-S	04-08
Identity Fraud Expense Coverage Endorsement	G1-74698-A	02-10
Massachusetts Mandatory Endorsement	M-0099-S	04-07
<u>Medical Payments Endorsement</u>	<u>M-109-S</u>	<u>01-14</u>
Mobile Home Endorsement	MPY-0002-S	01-77
Operator Exclusion Form	M-0106-S	01-01
Other Optional Insurance - Combined Additional Coverage	MPY-0031-S	04-08
Other Optional Insurance - Fire, Lightning and Transportation	MPY-0028-S	04-08
Other Optional Insurance – Theft	MPY-0029-S	04-08
<u>Personal Vehicle Sharing Exclusion</u>	<u>M-0108-S</u>	<u>10-13</u>
Repair/Replacement Value Coverage	G1-72833-A	11-07
Safety Glass Coverage Endorsement	G1-72836-A	11-07
Stated Amount Coverage	MPY-0027-S	04-08
Substitute Transportation Coverage - \$45 Per Day, Maximum Limit \$1,350	M-0105-S	01-01
Suspension of Coverage and Reduction of Limits	MPY-0032-S	04-08
Waiver of Deductible	MPY-0016-S	04-08
Massachusetts Automobile Insurance Policy		2008

**AUTOMOBILE INSURERS BUREAU OF MASSACHUSETTS**

**MASSACHUSETTS  
MANDATORY ENDORSEMENT—M-0099-S (ED. 9-11)**

This endorsement includes changes that affect your auto insurance. Please read this endorsement carefully to see how it affects your policy.

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**General Provisions and Exclusions (Page 30):**

**21. Actual  
Cash Value**

Whenever the appraised cost of repair of an auto plus the probable salvage value of the auto may be reasonably expected to exceed the actual cash value of the auto, we shall determine the auto's actual cash value. Our determination shall be based on a consideration of all of the following factors:

- 1.) the retail book value for an auto of like kind and quality, but for the damage incurred;
  - 2.) the price paid for the auto plus the value of prior improvements to the auto at the time of the accident, less appropriate depreciation;
  - 3.) the decrease in value of the auto resulting from prior unrelated damage which is detected by the appraiser; and
  - 4.) the actual cost of purchase of an available auto of like kind and quality but for the damage sustained.
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**MASSACHUSETTS  
MANDATORY ENDORSEMENT—M-0099-S (ED. 9-11)**

This endorsement includes changes that affect your auto insurance. Please read this endorsement carefully to see how it affects your policy.

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**General Provisions and Exclusions (Page 30):**

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

**MASSACHUSETTS  
MANDATORY ENDORSEMENT—M-0099-S (ED. 9-11)**

This endorsement includes changes that affect your auto insurance. Please read this endorsement carefully to see how it affects your policy.

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**General Provisions and Exclusions (Page 30):**

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





**NOTICE**

If you or someone else on your behalf knowingly gives us false, deceptive, misleading or incomplete information in this application and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy.

Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of all household members and customary operators required to be listed and the answers given above for all listed operators. We may also limit our payments under Part 3 and Part 4.

We will not pay for a collision or limited collision loss for an accident which occurs while your auto is being operated by a household member who is not listed as an operator on your policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the Safe Driver Insurance Plan.

PLEASE CONTINUE AND COMPLETE INFORMATION ON REVERSE

DRIVER INFORMATION (CONTINUED)		Explain all "Yes" responses in the REMARKS Section. During the last six years have you or any listed operator:			
	YES	NO		YES	NO
A. BEEN INVOLVED IN ANY MOTOR VEHICLE ACCIDENT OR BEEN FOUND GUILTY OF ANY MOVING VIOLATION?			D. BEEN CONVICTED OF VEHICULAR HOMICIDE, AUTO RELATED FRAUD, AUTO THEFT, OR DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS?		
B. BEEN ASSIGNED TO AN ALCOHOL EDUCATION PROGRAM?			E. RECEIVED PAYMENT FROM AN INSURANCE COMPANY FOR ANY COMPREHENSIVE CLAIM?		
C. HAD TWO OR MORE TOTAL FIRE OR TOTAL THEFT CLAIMS ?			F. HAD YOUR LICENSE REVOKED OR SUSPENDED?		
<b>LICENSE INFORMATION</b> Once you or the principal operator listed on this application become a resident of Massachusetts, you or the principal operator must obtain a Massachusetts driver's license. A resident of another state may drive in Massachusetts with a currently valid license issued by the individual's state of residence. A visitor from another country who is at least 18 years old and has a valid license issued by a country accepted by the Registrar of Motor Vehicles (in accordance with the 1949 Road Traffic Convention or the 1943 Inter-American Automotive Traffic Convention) may legally drive in Massachusetts for up to one year from the date of arrival in the United States. The failure by you or the principal operator to be properly licensed to operate a motor vehicle in Massachusetts may result in the non-renewal of the automobile insurance policy. For information about the Massachusetts requirements for driver's licenses, please consult the Registry of Motor Vehicle's website at <a href="http://www.mass.gov/rmv">www.mass.gov/rmv</a> .					
<b>SDIP INFORMATION</b> If in the last six years any listed operator had a driver's license in the United States or certain countries whose records are electronically available, we will obtain that official driving record(s), which will be used to assign SDIP points to you. See "Your Consumer Guide" for additional information.					
<b>GENERAL INFORMATION</b> Explain all "Yes" responses in the REMARKS Section; on Questions 3 - 8 include the auto number.					
	YES	NO		YES	NO
1. DO YOU PRESENTLY OWE ANY MOTOR VEHICLE PREMIUM, PAYABLE IN THE LAST TWELVE MONTHS?			5. IS ANY AUTO USED TO TRANSPORT (To or From Work or School): A. FELLOW EMPLOYEES, PASSENGERS OR STUDENTS, FOR A FEE? B. PERSONS EMPLOYED BY YOU?		
2. HAS YOUR AUTOMOBILE INSURANCE POLICY BEEN CANCELED OR NON-RENEWED FOR ANY REASON IN THE LAST THREE YEARS?			6. IS ANY VAN OR PICK-UP EQUIPPED WITH CUSTOM FURNISHINGS OR CUSTOM EQUIPMENT? (If Yes, You May Wish to Purchase Additional Coverage.)		
3. ARE ANY LISTED OPERATORS INCLUDED ON ANOTHER POLICY OR DO THEY HAVE THEIR OWN MASSACHUSETTS PERSONAL AUTOMOBILE POLICY? (LIST OPERATOR #, INSURANCE COMPANY, AND POLICY#)			7. IS ANY AUTO EQUIPPED WITH ELECTRONIC EQUIPMENT PERMANENTLY INSTALLED BUT NOT IN LOCATIONS USED BY THE AUTO MANUFACTURER FOR SUCH EQUIPMENT? (If You Wish to Purchase Coverage For these Items, list Make, Model, Serial #, Amount of Ins. for Items).		
4. IF A VEHICLE IS A MOTORCYCLE, HAS THE PRINCIPAL OPERATOR COMPLETED AN APPROVED MOTORCYCLE RIDER TRAINING PROGRAM?  (ATTACH COPY OF CERTIFICATE OR OTHER EVIDENCE OF COMPLETION)			8. IS ANY AUTO USED IN BUSINESS? (Type of Business) A. IF VAN/PICK-UP, IS IT USED TO DELIVER/TRANSPORT GOODS? B. IS GROSS VEHICLE WEIGHT 10,000 POUNDS OR MORE?		
9. IF ANY AUTO(S) TO BE INSURED IS TITLED WITH A SALVAGE TITLE ISSUED BY THE MASS REGISTRY OF MOTOR VEHICLES, PLEASE INDICATE. (Salvage Title Vehicles Are Not Eligible for Coverage Parts 7, 8, or 9)  AUTO 1 _____ AUTO 2 _____	<b>ATTACHMENTS</b>				
10. IF ANY AUTO(S) LISTED ON THE APPLICATION IS CONSIDERED TO BE AN ANTIQUE AUTO AND YOU WISH TO PURCHASE COVERAGE PARTS 7, 8 OR 9, ATTACH A COPY OF THE CURRENT APPRAISAL.	<input type="checkbox"/> ANTI-THEFT DEVICE CERTIFICATE <input type="checkbox"/> APPRAISAL <input type="checkbox"/> APPROVED DRIVER TRAINING CERTIFICATE <input type="checkbox"/> APPROVED MOTORCYCLE RIDER TRAINING CERTIFICATE. <input type="checkbox"/> CUSTOMIZED EQUIPMENT EVIDENCE <input type="checkbox"/> OPERATOR EXCLUSION FORM <input type="checkbox"/> OUT-OF-STATE DRIVER RECORD <input type="checkbox"/> PRE-INSURANCE FORM <input type="checkbox"/> VEHICLE RECOVERY SYSTEM CERTIFICATE				
11. IF THIS APPLICATION IS FOR A MOTORCYCLE, TRAILER OR RECREATIONAL VEHICLE, AN ANNUAL POLICY WILL BE ISSUED UNLESS INDICATED BELOW:  <input type="checkbox"/> MOTORCYCLE ONLY - ISSUE MY POLICY TO EXPIRE AT 12:01 A.M. ON JANUARY 1ST AND DO NOT RENEW. <input type="checkbox"/> TRAILER OR RECREATIONAL VEHICLE - ISSUE MY POLICY TO EXPIRE AT 12:01 A.M. ON DECEMBER 1ST AND DO NOT RENEW					
<b>REMARKS</b> IF ADDITIONAL SPACE IS REQUIRED, ATTACH ADDITIONAL SHEET(S) OF PAPER.					
<b>FAIR CREDIT REPORTING ACT:</b> In connection with your application for insurance and as part of our normal underwriting procedure, an investigative consumer report may be obtained, including, if applicable, information as to character, general reputation, personal characteristics and mode of living. This information is obtained through personal interviews with your friends, neighbors and associates. Upon written request, received within a reasonable time, additional detailed information concerning the nature and scope of this investigation will be provided.					
<b>DECLARATIONS AND SIGNATURES</b>					
I DECLARE THAT ALL THE STATEMENTS CONTAINED IN THIS APPLICATION ARE COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE AS OF THIS DATE. I UNDERSTAND THAT THE COMPANY MAY EXCHANGE PAYMENT OF PREMIUM INFORMATION AND ACCIDENT OR CLAIM INFORMATION WITH MY PREVIOUS AUTOMOBILE INSURANCE COMPANY.					
_____ Signature of Applicant			_____ Date and Time		
<b>TO BE COMPLETED BY AGENT:</b> The information contained in this application is as told to me by the applicant and is true and complete to the best of my knowledge.					
_____ Signature of Agent			_____ Date and Time		
<b>IF THIS APPLICATION IS BEING ELECTRONICALLY TRANSMITTED, THE FOLLOWING MUST ALSO BE COMPLETED:</b> I agree to be bound by this electronic record and it shall have the same legal force and effect as the written application.					
_____ Applicant's Name					




**REFER TO OTHER SIDE FOR ADDITIONAL INFORMATION**

Check carefully that all operators of your auto(s) are shown. Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

**NOTICE:** If you or someone else on your behalf has knowingly given us false, deceptive, misleading or incomplete information and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy. Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of all household members and customary operators required to be listed and the answers given above for all listed operators. We may also limit our payments under Part 3 and Part 4. Check to make certain that you have correctly listed all operators and the completeness of their previous driving records. The Merit Rating Board may verify the accuracy of the previous driving records of all listed operators.

We will not pay for a collision or limited collision loss for an accident which occurs while your auto is being operated by a household member who is not listed as an operator on your policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the Safe Driver Insurance Plan.

**DISCOUNTS:**

Several discounts are available and your premium has been reduced if one or more of the following categories is indicated in Item 4. If a listed operator purchased a monthly public transit commuter pass for 11 of the 12 months preceding the effective date of the policy you may be entitled to the public transit commuter discount. Contact your agent or company representative for further details.

	Age 65 and Older	Air Bag/ Automatic Seatbelts	Annual Mileage		Anti-Theft Device/ Vehicle Recovery System	Multi-Car Discount
			0-5000	5001-7500		
Coverage	All	Parts 2, 3, 6, and 12	Parts 1-8 and 12	Parts 1-8 and 12	Part 9	Parts 1, 2, 4, 5, 7, 8 and 9
Discount Available	25%	25%	10%	5%	5-36% Depending on the category of device	5%

**PART 5 - OPTIONAL BODILY INJURY TO OTHERS**

The limits shown for this Part are the total limits you have under Compulsory Bodily Injury to Others (Part 1) and this Part. This means that the Compulsory limits are included within the limits shown for this Part and are not in addition to them.

**PART 12 - BODILY INJURY CAUSED BY AN UNDERINSURED AUTO**

The limits shown for this Part are subject to adjustment. We will only pay for any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the owner and operator of the underinsured auto and the limits shown for this Part.

**SAFE DRIVER INSURANCE PLAN**

The Safe Driver Insurance Plan credit or surcharge shown on the reverse side for each auto is based on the driving records of the operators listed on your policy. Credits result from 5 or 6 years of incident-free driving. If surcharge points are shown for any auto, refer to the SDIP statement furnished with your Coverage Selections Page to determine how the points for each listed operator were calculated. The operator with the highest combined operator classification and SDIP points shall be assigned to the auto with the highest premium for Parts 1,2,4,5,7,8 and 9. The operator with the next highest combined operator classification and SDIP points shall be assigned to the auto with the next highest premium and so forth.

Countersigned by: \_\_\_\_\_

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## REPAIR/REPLACEMENT VALUE COVERAGE

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In consideration of an additional premium the following provision is added under the **General Provisions** number **11. Repair And Payment After a Collision or Loss**, and shown on the **Coverage Selections Page**:

1. Only for the **auto(s)** shown on the Coverage Selections Page as having "Repair/Replacement Value Coverage"; and
2. Only in regard to covered losses by other than fire, theft or larceny; and
3. Only when the cost to repair the **auto** exceeds 100% of its actual cash value;

### LIMIT OF LIABILITY

After a covered loss, the **auto** will be replaced with a current model year **auto** that is of:

1. The same make, if possible;
2. Similar vehicle size and class; and
3. Similar body type and equipment.

This coverage does not apply to any **auto(s)** that is more than four model years older than the current model year.

We will not pay for:

Repair/Replacement Value Coverage for any **auto(s)** not shown on the Coverage Selection Pages as having that coverage, including:

1. Any newly acquired **auto(s)** whether an addition or replacement of the **auto(s)** described on the Coverage Selection Pages; and
2. A temporary substitute for a described **auto** which is out of normal use because of its breakdown repair, servicing, loss or destruction; or
3. An **auto** that is not **your auto** as defined in this policy.

All other provisions of this policy apply.

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## **ACCIDENT/VIOLATION FORGIVENESS COVERAGE**

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In consideration of an additional premium, the following provision is added to the **Massachusetts Automobile Insurance Policy**:

For an additional premium and when the Accident/Violation Forgiveness is shown on your Coverage Selections Pages, the following provision is added to your policy.

### **Accident/Violation Forgiveness Coverage**

For private passenger autos, vans and pickups showing the Accident/Violation Forgiveness Coverage applies, no Safe Driver Insurance Plan Points will be applied to your premium for 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.

All other policy provisions apply.

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## AUTO LOAN/LEASE DEFICIENCY (GAP) COVERAGE

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### PHYSICAL DAMAGE• AUTO

Only for the **auto(s)** shown on the Coverage Selections Page as having this coverage and in consideration of an additional premium, the following provision is added to your **Massachusetts Automobile Insurance Policy**:

#### Auto Loan/Lease Deficiency Coverage

If there is a covered total loss to the **auto**, we will pay any unpaid amount due on the lease or loan for that **auto** less:

1. The amount otherwise paid for the loss under **Part(s) 7, 8 or 9**; and
2. Any:
  - a. Overdue payments under the provisions of the loan or lease agreement;
  - b. Financial penalties or surcharges imposed under the loan or lease agreement;
  - c. Security deposits not refunded by the lessor;
  - d. Carry-over balances from previous loans or leases.

The coverage provided by this endorsement is subject to the following conditions;

1. We are requested by you or a **household member** to provide this coverage within 30 days of financing or leasing the **auto**; and
2. The Coverage Selections page indicates that both **comprehensive** and **collision** coverage are provided on the described **auto**; and
3. Coverage will apply only to your original loan or lease written on the covered **auto**.

Total loss as used in this endorsement means:

1. Total theft of the **auto**; or
2. A loss in which the cost to repair the **auto** plus the salvage value exceeds the actual cash value of the **auto**.

This endorsement does not apply to a **non-owned auto**.

All other provisions of this policy apply.

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## SAFETY GLASS COVERAGE ENDORSEMENT

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In consideration of a reduction in premium, the following provision is added to the **Massachusetts Automobile Insurance Policy**:

Under Comprehensive coverage (Part 9), the provision that states that the deductible does not apply to glass breakage is replaced for any auto to which this endorsement applies as shown on the Coverage Selections Page. **We** will pay only if:

1. The Coverage Selections Page indicates that "Comprehensive Coverage" applies to the **auto**; and
2. The Coverage Selections Page indicates that "Safety Glass Coverage" is applicable to the **auto**.

We will pay for glass breakage and apply a \$100 deductible for any glass replacement. This deductible applies to glass breakage and replacement only. **Your** glass breakage deductible applies in addition to **your** Comprehensive coverage deductible if loss consists of glass breakage and other loss covered under Comprehensive coverage.

The glass breakage deductible does not apply should **you** choose to repair rather than replace **your** glass.

This coverage will also apply to a non-owned private passenger **auto** while being used by **you** or a **household member** with the consent of the owner if this coverage is indicated on the Coverage Selections Page for **your auto**. However, we will not pay for such damage or loss to any **auto** which is owned or regularly used by **you** or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.

All other policy provisions apply.

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## EXTENDED SUBSTITUTE TRANSPORTATION COVERAGE

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Only in regard to **Extended Substitute Transportation Coverage**,

**We** will provide the coverages described below for the **auto(s)** shown in the Coverage Selections Page as having each coverage:

### 1. RENTAL REIMBURSEMENT

**We** will pay, without application of a deductible, up to the amount shown in the Coverage Selections Page for transportation expenses incurred by **you** resulting from a covered **Comprehensive** or **Collision** loss.

However:

- a. For covered losses other than total **theft**, **we** will pay only if the **auto** or **non-owned auto** is disabled more than 24 hours. Payment will be limited to that period of time reasonably required to repair or replace the **auto**.
- b. For covered total **theft** losses, **we** will pay only transportation expenses incurred during the period:
  - (1) Beginning 48 hours after the **theft**, and
  - (2) Ending when the covered **auto** or the **non-owned auto** is returned to use or **we** pay for its loss.

### 2. AUTO TRIP INTERRUPTION

**We** will pay up to the amount shown in the Coverage Selections Page for reasonable and necessary:

- a. Food and lodging expenses; and
- b. Expenses for substitute transportation to the intended or alternate destination;

when your covered **auto** is damaged to the extent that it cannot be safely driven on the public way.

Payment under this coverage is subject to the following conditions:

- a. The disablement must occur more than 100 miles from where the disabled vehicle is principally garaged;
- b. The disablement must result from a covered **comprehensive** or **collision** loss; and
- c. **You** or any **household member** must be **occupying** the covered **auto** at the time of disablement.

**We** will pay no more than the limits shown in the Coverage Selections Page, regardless of the number of persons in the covered **auto** at the time of loss.

### 3. AUTO EMERGENCY TRANSPORTATION

**We** will pay up to \$20 for the cost of substitute transportation, from the place of a loss to the covered **auto** or **non-owned auto**, to the **covered person's** intended or alternate destination, if coverage is provided for the loss under the **Collision** or **Comprehensive** sections of this policy.

All other provisions of this policy apply.

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**REFER TO OTHER SIDE FOR ADDITIONAL INFORMATION**

Check carefully that all operators of your auto(s) are shown. Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

**NOTICE:** If you or someone else on your behalf has knowingly given us false, deceptive, misleading or incomplete information and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy. Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of all household members and customary operators required to be listed and the answers given above for all listed operators. We may also limit our payments under Part 3 and Part 4. Check to make certain that you have correctly listed all operators and the completeness of their previous driving records. The Merit Rating Board may verify the accuracy of the previous driving records of all listed operators.

We will not pay for a collision or limited collision loss for an accident which occurs while your auto is being operated by a household member who is not listed as an operator on your policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the Safe Driver Insurance Plan.

**DISCOUNTS:**

Several discounts are available and your premium has been reduced if one or more of the following categories is indicated in Item 4. If a listed operator purchased a monthly public transit commuter pass for 11 of the 12 months preceding the effective date of the policy you may be entitled to the public transit commuter discount. Contact your agent or company representative for further details.

	Age 65 and Older	Air Bag/ Automatic Seatbelts	Annual Mileage		Anti-Theft Device/ Vehicle Recovery System	Multi-Car Discount
			0-5000	5001-7500		
Coverage	All	Parts 2, 3, 6, and 12	Parts 1-8 and 12	Parts 1-8 and 12	Part 9	Parts 1, 2, 4, 5, 7, 8 and 9
Discount Available	25%	25%	10%	5%	5-36% Depending on the category of device	5%

**PART 5 - OPTIONAL BODILY INJURY TO OTHERS**

The limits shown for this Part are the total limits you have under Compulsory Bodily Injury to Others (Part 1) and this Part. This means that the Compulsory limits are included within the limits shown for this Part and are not in addition to them.

**PART 12 - BODILY INJURY CAUSED BY AN UNDERINSURED AUTO**

The limits shown for this Part are subject to adjustment. We will only pay for any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the owner and operator of the underinsured auto and the limits shown for this Part.

**SAFE DRIVER INSURANCE PLAN**

The Safe Driver Insurance Plan credit or surcharge shown on the reverse side for each auto is based on the driving records of the operators listed on your policy. Credits result from 5 or 6 years of incident-free driving. If surcharge points are shown for any auto, refer to the SDIP statement furnished with your Coverage Selections Page to determine how the points for each listed operator were calculated. The operator with the highest combined operator classification and SDIP points shall be assigned to the auto with the highest premium for Parts 1,2,4,5,7,8 and 9. The operator with the next highest combined operator classification and SDIP points shall be assigned to the auto with the next highest premium and so forth.

Countersigned by: \_\_\_\_\_





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## REPAIR/REPLACEMENT VALUE COVERAGE

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In consideration of an additional premium The following provision is added under the **General Provisions** number **11. Repair And Payment After a Collision or Loss**, and shown on the **Coverage Selections Page** and :

1. Only for the **auto(s)** shown on the Coverage Selections Page as having "Repair/Replacement Value Coverage"; and
2. Only in regard to covered losses by other than fire, theft or larceny; and
3. Only when the cost to repair the **auto** exceeds 100% of its actual cash value;

### LIMIT OF LIABILITY

After a covered loss, the **auto** will be replaced with a current model year **auto** that is of:

1. The same make, if possible;
2. Similar vehicle size and class; and
3. Similar body type and equipment.

This coverage does not apply to any **auto(s)** that is more than four model years older than the current model year.

We will not pay for:

Repair/Replacement Value Coverage for any **auto(s)** not shown on the Coverage Selection Pages as having that coverage, including:

1. Any newly acquired **auto(s)** whether an addition or replacement of the **auto(s)** described on the Coverage Selection Pages; and
2. A temporary substitute for a described **auto** which is out of normal use because of its breakdown repair, servicing, loss or destruction; or
3. An **auto** that is not **your auto** as defined in this policy.

All other provisions of this policy apply.

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## ACCIDENT/VIOLATION FORGIVENESS COVERAGE

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In consideration of an additional premium, the following provision is added to the **Massachusetts Automobile Insurance Policy**:

For an additional premium and when the Accident/Violation Forgiveness is shown on your Coverage Selections Pages, the following provision is added to your policy.

### **Accident/Violation Forgiveness Coverage**

For private passenger autos, vans and pickups showing the Accident/Violation Forgiveness Coverage applies, no Safe Driver Insurance Plan Points will be applied to your premium for 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.

All other policy provisions apply.

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## AUTO LOAN/LEASE DEFICIENCY (GAP) COVERAGE

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### PHYSICAL DAMAGE• AUTO

Only for the auto(s) shown on the Coverage Selections Page as having this coverage, the section called **Optional Insurance** is amended by the addition of the following coverage.

#### Part 13.

#### Auto Loan/Lease Deficiency Coverage

If there is a covered total loss to the auto, we will pay any unpaid amount due on the lease or loan for that **auto** less:

1. The amount otherwise paid for the loss under **Part(s) 7, 8 or 9**; and
2. Any:
  - a. Overdue payments under the provisions of the loan or lease agreement;
  - b. Financial penalties or surcharges imposed under the loan or lease agreement;
  - c. Security deposits not refunded by the lessor;
  - d. Carry-over balances from previous loans or leases.

The coverage provided by this endorsement is subject to the following conditions;

1. We are requested by you or a **household member** to provide this coverage within 30 days of financing or leasing the **auto**; and
2. The Coverage Selections page indicates that both **comprehensive** and **collision** coverage are provided on the described **auto**; and
3. Coverage will apply only to your original loan or lease written on the covered **auto**.

Total loss as used in this endorsement means:

1. Total theft of the **auto**; or
2. A loss in which the cost to repair the **auto** plus the salvage value exceeds the actual cash value of the auto.

This endorsement does not apply to a **non-owned auto**.

All other provisions of this policy apply.

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## SAFETY GLASS COVERAGE ENDORSEMENT

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In consideration of a reduction in premium, the following provision is added to the **Massachusetts Automobile Insurance Policy**:

Under Comprehensive coverage (Part 9), the provision that states that the deductible does not apply to glass breakage is replaced for any auto to which this endorsement applies as shown on the Coverage Selections Page. **We** will pay only if:

1. The Coverage Selections Page indicates that “Comprehensive Coverage” applies to the **auto**; and
2. The Coverage Selections Page indicates that “Safety Glass Coverage” is applicable to the **auto**.

We will pay for glass breakage and apply a \$100 deductible for any glass replacement. This deductible applies to glass breakage and replacement only. **Your** glass breakage deductible applies in addition to **your** Comprehensive coverage deductible if loss consists of glass breakage and other loss covered under comprehensive coverage.

The glass breakage deductible does not apply should **you** chose to repair rather than replace **your** glass.

This coverage will also apply to a non-owned private passenger **auto** while being used by **you** or a **household member** with the consent of the owner if this coverage is indicated on the Coverage Selections Page for **your auto**. However, we will not pay for such damage or loss to any **auto** which is owned or regularly used by **you** or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.

All other policy provisions apply.

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# SUBSTITUTE TRANSPORTATION COVERAGE

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Only in regard to **Extended Transportation Coverage**,

**We** will provide the coverages described below for the **auto(s)** shown in the Coverage Selections Page as having each coverage:

## 1. RENTAL REIMBURSEMENT

**We** will pay, without application of a deductible, up to the amount shown in the Coverage Selections Page for transportation expenses incurred by **you** resulting from a covered **Comprehensive** or **Collision** loss.

However:

- a. For covered losses other than total **theft**, **we** will pay only if the **auto** or **non-owned auto** is disabled more than 24 hours. Payment will be limited to that period of time reasonably required to repair or replace the **auto**.
- b. For covered total **theft** losses, **we** will pay only transportation expenses incurred during the period:
  - (1) Beginning 48 hours after the **theft**, and
  - (2) Ending when the covered **auto** or the **non-owned auto** is returned to use or **we** pay for its loss.

## 2. AUTO TRIP INTERRUPTION

**We** will pay up to the amount shown in the Coverage Selections Page for reasonable and necessary:

- a. Food and lodging expenses; and
- b. Expenses for substitute transportation to the intended or alternate destination;

when your covered **auto** is damaged to the extent that it cannot be safely driven on the public way.

Payment under this coverage is subject to the following conditions:

- a. The disablement must occur more than 100 miles from where the disabled vehicle is principally garaged;
- b. The disablement must result from a covered **comprehensive** or **collision** loss; and
- c. **You** or any **household member** must be **occupying** the covered **auto** at the time of disablement.

**We** will pay no more than the limits shown in the Coverage Selections Page, regardless of the number of persons in the covered **auto** at the time of loss.

## 3. AUTO EMERGENCY TRANSPORTATION

**We** will pay up to \$20 for the cost of substitute transportation, from the place of a loss to the covered **auto** or **non-owned auto**, to the **covered person's** intended or alternate destination, if coverage is provided for the loss under the **Collision** or **Comprehensive** sections of this policy.

All other provisions of this policy apply.

# MASSACHUSETTS ENDORSEMENT - M-0108-S

## Personal Vehicle Sharing Exclusion

We will not pay any claim for injury or property damage under the policy, while **your auto** is being used in a personal vehicle sharing program. Such programs allow the use of **your auto** by a person other than you or a **household member** under an agreement and with payment to you. This exclusion does not apply to Personal Injury Protection (Part 2).

[Ed. 10-13]

# AUTOMOBILE INSURERS BUREAU OF MASSACHUSETTS

## MEDICAL PAYMENTS ENDORSEMENT – M-109-S

This endorsement includes changes that affect your auto insurance. Please read the endorsement carefully to see how it affects your policy.

### **Optional Insurance, 6. Medical Payments**

Under Part 6, Medical Payments, the following sentence is added at the end of the third paragraph, which appears on Page 15 after the numbered items:

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

### **General Provisions and Exclusions, 5. Our Right To Be Repaid**

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

[Ed. 01-14]