

Esurance Insurance Company

Massachusetts Automobile Insurance Policy

Please read your policy. Part of the policy is a page marked "Coverage Selections." It shows the types and amounts of coverage you have purchased. As you read the policy, check the Coverage Selections Page to make sure it shows exactly what you intended to buy. If there is any question, call your agent or company right away.

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This insurance policy is a legal contract between the policy owner (you) and the company (we or us). It insures you and **your auto** for the period shown on the Coverage Selections Page.

As long as you pay your premium, we agree to provide you or others the benefits to which you or they are entitled. The exact terms and conditions are explained in the following pages.

There are two basic categories of insurance described in this policy, Compulsory Insurance and Optional Insurance.

Compulsory Insurance.

There are four Parts to Compulsory Insurance. They are all required by law. Every auto registered in Massachusetts must have them.

Optional Insurance.

There are eight Parts to Optional Insurance. Some of them extend the coverage or the amounts of protection provided by Compulsory Insurance. Some of them provide protection not found in Compulsory Insurance. You do not have to buy any of these eight Parts if you do not want to.

Auto insurance claims arise in different ways. Autos are sometimes stolen or damaged. Accidents may injure people in **your auto**, people in other autos, or **pedestrians**. You may be responsible for an accident or someone else may be. An accident may happen in Massachusetts or out of state. Different situations require different kinds of insurance.

Please read the whole policy to see what kinds of insurance are available to cover these different situations. You should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will show a premium charge next to it. If no premium charge is shown, you do not have that coverage.

Sometimes you and we will agree to change this policy. The only way that can be done is by an "Endorsement" added to this policy form. All endorsements must be in writing. They then become part of this policy.

We are pleased to have you as a customer and hope you have a safe and accident-free year. But if you need us, we are here to help you. If you have an accident or loss, or if someone sues you, contact your agent or us.

Do the same if you have any questions or complaints. If you think we have treated you unfairly at any time, you may contact the Division of Insurance, (617) 521-7777.

Throughout this policy:

1. **We, Us** or **Our** – refers to the company issuing this policy.
2. **You** or **Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page. This includes your spouse while a **household member**.
3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the ownership, maintenance, or use of an auto.
4. **Auto** – means a land motor vehicle or **trailer**, but does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or **trailer** while it is located for use as a residence or premises. We will consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads. We consider a tractor or other equipment to be an auto while it is being used on public roads.
 - D. Any vehicle not subject to motor vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle.

Other words and phrases are defined. They are in boldface when used.

5. **Your Auto** – means:
 - A. The vehicle(s) described on the Coverage Selections Page.
 - B. Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term **your auto**. However, **your auto** does not include a substitute vehicle owned by you.
 - C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

For Parts 1,2,3,4,5, and 6 the term **your auto** also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

6. Trailer – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement. The **trailer** must be attached to **your auto**.

7. Occupying – means in, upon, entering into, or getting out of.

8. Collision – means the accidental upset of **your auto** or any physical contact of **your auto** with another object.

9. Household Member – means anyone living in your household who is related to you by blood, marriage, or adoption. This includes wards, step-children, or foster children.

10. Pedestrian – includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not **occupying** an auto at the time of the accident.

Our Agreement

This policy is a legal contract under Massachusetts law. Because this is an auto policy, it only covers accidents and losses which result from the ownership, maintenance, or use of autos. The exact protection is determined by the coverages you purchased.

We agree to provide the insurance protection you purchased for accidents which happen while this policy is in force.

You agree to pay premiums when due and to cooperate with us in case of accidents or claims.

Our contract consists of this policy, the Coverage Selections Page, any endorsements agreed upon, and your application for insurance. Oral promises or statements made by you or our agent are not part of this policy.

There are many laws relating to auto insurance. We and you must and do agree that, when those laws apply, they are part of this policy.

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Compulsory Insurance

There are four Parts to Compulsory Insurance. They are called Compulsory Insurance because Massachusetts law requires you to buy all of them before you can register **your auto**. No law requires you to buy more than Compulsory Insurance. However, if you have financed **your auto**, the bank or finance company may require that you have some Optional Insurance as a condition of your loan.

The amount of your coverage and the cost of each Part are shown on the Coverage Selections Page.

Your Compulsory Insurance does not pay for any damage to **your auto**.

Part 1. Bodily Injury To Others.

Under this Part, we will pay damages to people injured or killed by **your auto** in Massachusetts accidents. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages. We will pay only if you or someone else using **your auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay or defend:

1. For injuries to guest occupants of **your auto**.
2. For accidents outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. For injuries to any employee of the legally responsible person if they are entitled to benefits under any workers' compensation law or similar law for the same injury.
4. For accidents while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of your auto in providing volunteer transportation services at the direction of a charitable group.

The law provides a special protection for anyone entitled to damages under this Part. We must pay their claims even if false statements were made when applying for this policy or **your auto** registration. We must also pay even if you or the legally responsible person fails to cooperate with us after the accident. We will, however, be entitled to reimbursement from the person who did not cooperate or who made any false statements.

If a claim is covered by us and by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limits before we pay. Then, we will pay, up to the limits shown on your Coverage Selections Page, for any damages not covered by that insurance.

**Part 2.
Personal Injury
Protection.**

The benefits under this Part are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the accident. We will pay the benefits described below to you and other people injured or killed in auto accidents. For any one accident, we will pay as many people as are injured. The most we will pay for injuries to any one person is \$8,000. This is the most we will pay no matter how many autos or premiums are shown on the Coverage Selections Page.

We will pay three kinds of benefits:

A. Medical Expenses

We will pay all reasonable expenses incurred as a result of the accident for necessary medical, surgical, X-ray, and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing, and funeral services.

B. Lost Wages

If an injured person is out of work because of the accident, we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the accident. We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the accident, we will pay up to 75% of the amount he or she actually lost in earning power as a result of the accident.

C. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

We will pay PIP benefits to or for:

1. You, or any other person, if injured while **occupying your auto** with your consent.
2. You, or anyone living in your household, if injured while **occupying** an auto which does not have Compulsory Insurance or if struck by an auto which does not have Compulsory Insurance
3. Any **pedestrian**, including you, if struck by **your auto** in

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Compulsory Insurance (Continued)

Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

Benefits are paid only for expenses or losses incurred within two years after the accident.

If the accident is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time – usually thirty days. If the accident is outside Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.

Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this Part and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an accident. In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payments under this paragraph will be determined by Massachusetts law.

Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership, or corporation to provide, pay for, or reimburse the cost of medical expenses (“health plan”). If so, we will pay up to \$2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of \$2,000 for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of \$2,000 under this Part. We will not pay for medical expenses in excess of \$2,000 that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages and replacement services will not exceed \$8,000.

Within two years after an accident, we may pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone covered under this Part who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the accident. Our payment will not reduce the benefits otherwise payable under this Part.

We will not pay PIP benefits to or for:

1. Any person who, at the time of the accident, was operating or occupying a motorcycle, any motor vehicle not subject to motor vehicle registration, or a motorized bicycle, or moped.
2. Any person who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.
3. Any person who is entitled to benefits under any workers' compensation law or similar law for the same injury.
4. Any person while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.
5. Any person injured while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

When you purchased this Part you were given the choice to exclude yourself, or yourself and **household members**, from some or all of the PIP coverage. The portion of each claim you may have agreed to exclude is called a "deductible." You paid a smaller premium if you chose a deductible. In that case, we will only pay up to the difference between \$8,000 and the amount of your deductible. The deductible is shown on the Coverage Selections Page.

If anyone is entitled to PIP benefits and also to benefits under another Part of this policy, we will pay from this Part first.

We will not pay PIP benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a court judgment or settlement.

If anyone covered under this policy is also entitled to PIP benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most. Each insurer will pay only its proportionate share. We will not pay benefits under this Part which duplicate payments made under the No-Fault coverage of any other auto policy.

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Compulsory Insurance (Continued)

Part 3. Bodily Injury Caused By An Uninsured Auto.

Sometimes an owner or operator of an auto legally responsible for an accident is uninsured. Some accidents involve unidentified hit-and-run autos. Under this Part, we will pay damages for bodily injury to people injured or killed in certain accidents caused by uninsured or hit-and-run autos. We will pay only if the injured person is legally entitled to recover from the owner or operator of the uninsured or hit-and-run auto. We will pay for hit-and-run accidents only if the owner or operator causing the accident cannot be identified

Sometimes the company insuring the auto responsible for an accident will deny coverage or become insolvent. We consider such an auto to be uninsured for purposes of this Part. However, we do not consider an auto owned by a governmental unit which is self-insured to be an uninsured auto. We do not consider an auto owned by someone who is legally self-insured, to be an uninsured auto.

This Part is Compulsory. You must have limits of \$20,000 per person and \$40,000 per accident. However, you may want to buy more protection. If so, we must sell you limits up to \$35,000 per person and \$80,000 per accident, provided you have purchased at least these limits for Part 5. Higher limits may be purchased if agreed upon by you and by us.

We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you, or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for your spouse, or any **household member** who has an auto policy of his or her own. We will not pay damages to or for anyone who is covered by any auto policy of another **household member** providing uninsured auto insurance with higher limits.
3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has an auto policy of his or her own. We will not pay damages to or for anyone who is covered by any auto policy of another **household member** providing uninsured auto insurance.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you or a **household member** is using an auto which you or a **household member** owns or uses regularly and a premium for this Part is not shown for that auto on the Coverage Selections Page, the most that we will pay under this Part is \$35,000 per person and \$80,000 per accident, provided additional coverage for this part is shown on the

Coverage Selections page. These are the limits we are required by law to offer.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian**, or while **occupying** an auto you do not own, and you have two or more auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to anyone under this Part while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.

We will not pay under this Part for injuries which occur while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

We will not pay damages to or for you, if struck by, or while **occupying** an auto you own and which does not have compulsory auto insurance.

Likewise, we will not pay damages to or for any **household member** if struck by or while **occupying** an auto owned by that **household member** which does not have compulsory auto insurance.

We will reduce the damages an injured person is entitled to recover by:

1. The amount recovered from any legally responsible person provided the injured person is fully paid for his or her damages for bodily injury.
2. The amount paid under a workers' compensation law or similar law.
3. Any expenses that are payable or would have been payable, except for a deductible, under the PIP coverage of this policy or any other auto policy.

We will pay the balance of the damages up to the limits shown for this Part on your Coverage Selections Page.

The decision as to whether an injured person is entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of the damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. Unless otherwise agreed, all monetary awards not paid within thirty days after the receipt of the award shall bear interest from the date of award at the rate allowed by statute. In no event may a demand for arbitration be the first notice. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

If an injured person settles a claim as a result of an accident covered under this Part, we will pay that person only if the claim was settled with our consent. We will not be bound under this Part by any judgment resulting from a lawsuit brought without our written consent. We will not unreasonably withhold our consent. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is shown on the Coverage Selections Page as the "per person" limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is shown on the Coverage Selections Page as the "per accident" limit. This is the most we will pay as the result of a single accident.

The limits of two or more autos or policies shall not be added together, combined, or stacked to determine the limits of coverage available to anyone covered under this Part. This applies regardless of the number of autos involved, persons covered, claims made, or premiums shown on the Coverage Selections Page.

We will not make payments under this Part which duplicate payments under the uninsured auto insurance of any other auto policy.

This Part will not benefit any insurer or self-insurer under a workers' compensation law or any similar law.

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

Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of **your auto**, including loading or unloading. The amount we will pay is the amount which the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a **household member**, or someone using **your auto** with your consent is legally responsible for the accident. The amount we will pay includes, if applicable, sales tax and loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to **your auto** or towing or recovery of **your auto** or any decreased value or intangible loss claimed to result from the property damage.

We will not pay for property damage which occurs:

1. While **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.
2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to the ownership, maintenance, or use of **your auto** by you or a **household member**.
3. While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.
4. While you or a **household member**, is using an auto which you or a **household member** owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
5. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.
6. When the property damage is caused by anyone using an auto without the consent of the owner.
7. While an auto is being used in any racing, speed, stunting, or demolition contest or activity.

The most we will pay for damage resulting from any one accident is shown on the Coverage Selections Page. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limit shown on the Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner's auto insurance.

Under this Part, we may have to pay for property damage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case we may be entitled to reimbursement from that person.

This Part is Compulsory. You must have limits of at least \$5,000. However, you may want to buy more protection. Higher limits may be purchased if agreed upon by you and by us.

There are eight separate Parts to Optional Insurance. They are called Optional Insurance because they are not required by law. The amount of insurance and cost of any of these Parts you purchased is shown on the Coverage Selections Page.

With the exception of Towing And Labor (Part 11), we must sell you any or all of the Optional coverages you wish. These are subject to certain deductibles and limits specified in Massachusetts law. However, the law states that we may refuse to sell Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9), in certain specified instances.

Because Collision (Part 7) and Limited Collision (Part 8) – duplicate each other in many ways, you may buy one of them but not both.

If you do not buy either one, you still have the right to sue people who damage **your auto**. However, we will not provide any assistance to you under this policy.

We will not pay under any of the Optional coverages:

1. If the accident happens while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.

2. For loss of or damage to any electronic equipment that reproduces, receives or transmits audio, visual, or data signals, unless it has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. If the electronic equipment is permanently installed but not in locations used by the auto manufacturer, we will only pay up to \$1,000 for loss to such equipment. Tapes, discs, cassettes, and other media are not covered.

Electronic Equipment includes but is not limited to:

- A. Radios and Stereos;
- B. Cassette and Compact Disc Systems;
- C. Navigation Systems, Internet Access Systems, and Personal Computers;
- D. Video Entertainment Systems, Telephones, and Televisions;
- E. Two-way mobile radios, Scanners, and Citizens Band Radios.

3. For loss of or damage to any custom furnishings or custom equipment in or upon any pick-up truck, van, or similar vehicle. Custom furnishings or custom equipment include but are not limited to the following items: special carpeting and insulation, furniture, bars, television receivers, facilities for cooking and sleeping, height-extending roofs, custom murals, paintings or other decals or graphics.

4. For loss or damage to equipment designed for the detection or avoidance of any law enforcement speed measuring device. This does not apply to electronic equipment designed solely for safety warning systems.

5. For injury or damage that is intentionally caused by you, a **household member**, or anyone else using **your auto** with your consent.

6. For injury or damage resulting from an accident while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

Part 5.
**Optional Bodily
Injury To Others.**

Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the household member. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

This Part is similar to Compulsory Bodily Injury To Others (Part 1). It pays for accidents involving **your auto** in Massachusetts and does not pay for the benefit of anyone using an auto without the consent of the owner. Unlike the Compulsory Part, this Part provides coverage for injuries to guest occupants and for accidents occurring outside Massachusetts.

We will not pay or defend:

1. For injuries to employees of the person using the auto who are injured in the course of employment.
2. For injuries resulting from an accident while you or a **household member** is using an auto which you or a **household member** owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
3. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.
4. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.
5. For any liability assumed under any other contract or agreement.

Your policy will automatically apply to an accident that occurs in any other state or a Canadian province if you have purchased any coverage under this part. If the state or province has a financial responsibility law or similar law requiring limits of liability for bodily injury or property damage higher than the limits you have purchased, your policy will provide the higher required limits.

**Optional
Insurance
(Continued)**

If a state or province has a compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state or province, your policy will provide at least the required minimum amounts and types of coverage.

The limits shown for this Part on the Coverage Selections Page 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 on the Coverage Selections Page for this Part and are not in addition to them.

The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is shown on the Coverage Selections Page as the “per person” limit for the auto involved in that accident. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is shown on the Coverage Selections Page as the “per accident” limit for the auto involved in that accident. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner’s auto insurance must pay its limits before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limits shown on your Coverage Selections Page. If the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner’s auto insurance.

Any payments we make to anyone or for anyone under Bodily Injury Caused By An Uninsured Auto (Part 3) will reduce the amount of damages that person is entitled to recover from anyone covered under this Part.

We will also pay up to \$250 for the cost of bail bonds required as a result of an accident covered under this Part including bail bonds for traffic law violations related to the accident.

We must sell you limits up to \$35,000 per person and \$80,000 per accident if you want to buy them. Higher limits may be purchased if agreed upon by you and by us.

Part 6. Medical Payments. Under this Part, we will pay reasonable expenses for necessary medical and funeral services incurred as a result of an accident.

We will pay for expenses resulting from bodily injuries to anyone **occupying your auto** at the time of the accident. We will also pay for expenses resulting from bodily injuries to you or any **household member** if struck by an auto or if **occupying** someone else's auto at the time of the accident.

We will not pay for expenses resulting from injuries to:

1. Anyone injured while in a vehicle which had been placed off the public roads for use as a residence.
2. Anyone injured in the course of employment in selling, servicing, repairing, or parking autos if that person is entitled to workers' compensation or similar benefits.
3. Anyone employed by you or your spouse who is injured in the course of employment. This exception does not apply to any domestic employee who is not entitled to any workers' compensation or similar benefits.
4. Anyone injured while **occupying** an auto without a reasonable belief that he or she had the consent of the owner to do so.
5. You or a **household member**, while occupying or struck by an auto 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.
6. Any person who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.
7. Anyone who is entitled to benefits under workers' compensation law or similar law for the same injury.

No payments will be made under this Part that duplicate payments made for the same bodily injuries under Parts 1, 2, 3, 5, or 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 auto insurance policy or under a health insurance policy covering the injured person.

We will not pay for expenses incurred more than two years after the date of the accident. We will not pay under this Part for any expenses that are payable, or would have been payable except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy.

The most we will pay for any one person as a result of any one accident is shown on the Coverage Selections Page. That amount is also the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

If someone covered under this Part is also entitled to Medical Payments coverage under another auto policy issued to you or any **household member**, we will pay only our proportionate share. If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's Medical Payments insurance must pay its limit before we pay. Then, we will pay up to the limit shown on your Coverage Selections Page for any expenses not covered by that insurance.

We will not pay benefits under this Part which duplicate payments made under the Medical Payments coverage of any other auto policy.

We must sell you limits of \$5,000 per person if you want to buy them. Higher limits may be purchased if agreed upon by you and us.

Part 7. Collision.

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is the competitive price, which we secure from a licensed repair facility under our direct payment plan. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto, we will replace the part.

The amount we will pay for towing, recovery and storage of **your auto** will be limited to the amounts, including all fees, established by law or by regulation of the Massachusetts Department of Public Utilities for the removal of motor vehicles by police order or from private property.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage 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.

We will not pay for any liability assumed under any other contract or agreement.

We will not pay for a **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 this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:

1. The **household member** would be classified as an inexperienced operator, or
2. More points would be assigned under a merit rating plan.

You must notify us within 60 days after a person who will operate **your auto** becomes a **household member**, if that person was not a **household member** on the effective date of your policy. In the same manner, you must also notify us if a **household member**, who will operate **your auto**, becomes a licensed operator.

If we pay for the total loss of **your auto**, we will suspend the Collision Coverage for that auto until it passes a Motor Vehicle Inspection Test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

Part 8.

Limited Collision. Under this Part, we will pay in some situations for direct and accidental damage to **your auto** caused by a **collision**. We will also pay in these situations for damage to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to physically repair the auto, whichever is less. The cost to repair the auto is limited to the competitive price which we secure from a licensed repair facility under our direct payment plan. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto, we will replace the part.

The amount we will pay for towing, recovery and storage of **your auto** will be limited to the amounts, including all fees, established by law or regulation of the Massachusetts Department of Public Utilities for the removal of motor vehicles by police order or from private property.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage 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.

We will not pay for any liability assumed under any other contract or agreement.

We will not pay for a loss for an accident which occurs while **your auto** is being operated by a **household member** who is not listed as an operator of this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:

1. The **household member** would be classified as an inexperienced operator, or
2. More points would be assigned under a merit rating plan.

You must notify us within 60 days after a person who will operate **your auto** becomes a **household member** if that person was not a **household member** on the effective date of your policy. In the same manner, you must notify us if a **household member**, who will operate **your auto**, becomes a licensed operator.

The protection under this Part is not as broad as under Collision coverage but the premium is considerably less. We only pay under this Part for multiple car accidents in which the driver of the auto we are covering was no more than 50% at fault. We will not pay if the owner of the other auto cannot be identified. We are required to determine whether the driver of the auto we are covering was more than 50% at fault. We will notify you of our decision.

As long as the driver of the auto covered under this Part was not more than 50% at fault, his or her percentage of fault will not affect the amount of our payment.

We will consider the driver of the auto covered under this Part to be no more than 50% at fault if:

1. The auto was legally parked when struck by another auto.
2. The auto was struck in the rear by another auto moving in the same direction.
3. The operator of the other auto was convicted of certain violations of law. We will not pay if the operator of the auto covered under this Part was also convicted of one of the same violations.
4. The driver is entitled to recover in court against an identified person for some reason other than those listed above.

If we pay for the total loss of **your auto**, we will suspend the Limited Collision Coverage for that auto until it passes a Motor Vehicle Inspection Test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

**Part 9.
Comprehensive.**

Under this Part, we will pay for direct and accidental damage to or loss of **your auto** other than damage caused by **collision**. We will also pay for such damage or loss to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of loss. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price which we secure from a licensed repair facility under our direct payment plan. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto, we will replace the part. We will reimburse you for substitute transportation expenses if **your auto** is stolen.

The amount we will pay for towing, recovery and storage of **your auto** will be limited to the amounts, including all fees, established by law or regulation of the Massachusetts Department of Public Utilities for the removal of motor vehicles by police order or from private property.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page. Your deductible does not apply to glass breakage or substitute transportation expenses following a theft.

We will not pay for 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.

This Part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

We will not pay for any liability assumed under any other contract or agreement.

We consider glass breakage when not involving other collision loss to be a Comprehensive loss. We consider the following types of losses to be Comprehensive and not Collision losses: losses caused by vandalism, fire and theft, missiles, falling objects, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, riot or contact with a bird or animal.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time. After that, we will reimburse you up to \$15 a day to a maximum of \$450.

Your right to reimbursement stops on the day **your auto** is located or before that time if we pay you for the theft loss.

If you choose not to rent an auto, we will reimburse you up to the same amount for taxicab fares, bus fares and other transportation expenses. If **your auto** is found, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the auto and for repairs will not be more than the actual cash value of the auto.

If **your auto** is damaged by fire, you must report the loss to us and the fire department.

Massachusetts law requires that if we pay for the total loss of **your auto** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement auto unless it is made reasonably available for our inspection within two Registry of Motor Vehicles business days following the day you acquired it. We may also raise your deductible unless you install an approved anti-theft device in the replacement auto.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage or loss not covered by that insurance less the deductible amount you selected.

**Part 10.
Substitute
Transportation**

Under this Part, we will reimburse you in certain situations up to the limits shown on your Coverage Selections Page. We will reimburse you if **your auto** was in a **collision** and is being repaired or replaced. We will also reimburse you if **your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9). We will not make any payments unless you lose the use of **your auto** for at least 24 hours.

Reimbursement for rental charges and transportation expenses will end the earliest of when **your auto** has been returned to you, repaired, or replaced. We will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. If **your auto** is deemed by us to be a total loss, reimbursement for rental charges and transportation expenses will end three business days after we offer to pay the actual cash value under Part 7, Part 8, or Part 9.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time.

Under Comprehensive (Part 9) there is substitute transportation coverage when **your auto** is stolen. If you purchase both Comprehensive and \$15/\$450 limits under this Part, Comprehensive will pay first until its coverage is no longer available. Then this Part will pay. If you purchase higher limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part are the limits for this Part.

The coverage under this Part will not duplicate any payments under Comprehensive (Part 9).

If you choose not to rent an auto, we will reimburse you up to the same amounts for taxicab fares, bus fares, and other transportation expenses.

Part 11.

Towing And Labor. Under this Part, we will pay up to the limit shown on your Coverage Selections Page for towing, recovery and labor costs incurred each time **your auto** is disabled. We will pay only for labor done at the scene to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.

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

Sometimes an owner or operator of an auto legally responsible for an accident is underinsured. Under this Part, we will pay damages for bodily injury to people injured or killed as a result of certain accidents caused by someone who does not have enough insurance.

We will only pay if the injured person is legally entitled to recover from the owners or the operators of all underinsured autos. Such injured person has a claim under this Part when the limits for auto bodily injury liability insurance covering the owners and operators of the legally responsible autos are:

1. Less than the limits shown for this Part on your Coverage Selections Page; and
2. Not sufficient to pay for the damages sustained by the injured person.

We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you, or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for your spouse, or any **household member** who has an auto policy of his or her own. We will not pay damages to or for anyone who is covered by an auto policy of another **household member** providing underinsured auto insurance with higher limits.
3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has an auto policy of his or her own. We will not pay damages to or for anyone who is covered by an auto policy of another **household member** providing underinsured auto coverage.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and have two or more auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay for:

1. You, while **occupying** an auto you own unless a premium charge is shown for that auto on your Coverage Selections Page.
2. Anyone injured while using an auto without the consent of the owner.
3. Any **household member** if struck by or while **occupying** an auto owned by that **household member** which does not have Massachusetts compulsory auto insurance.

If you or a **household member** is using an auto which you or a **household member** owns or uses regularly and a premium for this Part is not shown for that auto on the Coverage Selections Page, the most that we will pay under this Part is \$35,000 per person and \$80,000 per accident, provided additional coverage for this Part is shown on the Coverage Selections Page. These are the limits we are required by law to offer.

We will reduce the damages an injured person is entitled to recover by:

1. The total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured autos.
2. The amount recovered from any legally responsible person provided the injured person is fully paid for his or her damages for bodily injury.
3. The amount paid under a workers' compensation law or similar law.
4. Any expenses that are payable or would have been payable, except for a deductible, under the PIP coverage of this policy or any other auto policy.

If only one person sustains bodily injury, we will pay any unpaid damages up to the difference between the total amount collected from the auto bodily injury liability insurance covering the legally responsible owners and operators of all insured autos and the "per person" limit shown for this Part on your Coverage Selections Page. This is the most we will pay for injuries to one or more persons as the result of bodily injury to any one person in any one accident.

Subject to the "per person" limit, if two or more people sustain bodily injury and are entitled to coverage under this Part, we will pay any unpaid damages up to the difference between the auto bodily injury liability insurance "per accident" limit covering the legally responsible owners and operators and the "per accident" limit shown for this Part on your Coverage Selections Page. This is the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident.

The decision as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. Unless otherwise agreed, all monetary awards not paid within thirty days after receipt of the award shall bear interest from the date of the award at the rate allowed by statute. In no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

If an injured person settles a claim as a result of an accident covered under this Part, we will pay that person only if the claim was settled with our consent. We will not be bound under this Part by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

The limits of two or more autos or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this Part, regardless of the number of autos involved, persons covered, claims made, or premiums shown on the Coverage Selections Page.

We will not make payments under this Part which duplicate payments under the underinsured auto insurance of any other auto policy.

This Part will not benefit any insurer or self-insurer under a workers' compensation law or any similar law.

This section of the policy contains general provisions which, unless otherwise noted, apply to all your coverages. It also describes some situations in which policy benefits will not be paid.

**1. Where You
Are Covered.**

Compulsory Bodily Injury To Others (Part 1) only covers accidents in Massachusetts. All the other Parts provide coverage for accidents and losses which happen in the United States or Canada. We consider United States territories and possessions and Puerto Rico to be part of the United States. We will pay for accidents and losses which happen while **your auto** is being transported between ports of the United States and Canada. **Your auto** is not covered in any other country.

**2. Our Duty To
Defend You And
Our Right To Settle.**

We have the right to defend any lawsuit brought against anyone covered under this policy for damages which might be payable under this policy. We also have a duty to defend any such lawsuit, even if it is without merit, but our duty to defend ends when we tender or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum limits of coverage under this policy. We may end our duty to defend at any time during the course of the lawsuit by tendering or paying the maximum limits of coverage under the policy without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

**3. Additional Costs
We Will Pay.**

We will pay, in addition to the limits shown for Compulsory and Optional Bodily Injury To Others (Parts 1 and 5) and Damage To Someone Else's Property (Part 4):

A. Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits you selected in any suit we defend.

B. Interest on that part of a judgment or arbitration award that is within our limits of liability which accrues after the judgment or award in any matter we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.

C. Up to \$40 a day for loss of earnings, but not for loss of other income, to any person covered under this policy who attends hearings or trials at our request.

D. Other reasonable expenses incurred at our request.

4. What Happens If You Die. If you die, we will continue coverage for the period of this policy for:

- A. Your spouse, if a **household member** at your death.
- B. Any legal representative to the extent he or she is responsible for maintenance or use of **your auto**.
- C. Any person having proper temporary custody of **your auto**.

5. Our Right To Be Repaid.

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we recover more than we paid, we will pay that person the excess, less his or her proportionate share of the costs of recovery, including reasonable attorneys' fees. Any amount recovered because of a payment we make under Part 3 or Part 12 of this policy shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Part 3 or Part 12. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorneys' fees.

Sometimes you or someone else may recover money from the person legally responsible for an accident and also receive money from us for the same accident. If so, the amount we paid must be repaid to us to the extent that you or someone else recovers. If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Part 3 or Part 12 of this policy, we must be repaid for any amounts so paid. We must be repaid only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

6. When You Have More Than One Auto Policy With Us.	You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies. However, claims made under Bodily Injury Caused By An Uninsured Auto (Part 3) and Bodily Injury Caused By An Underinsured Auto (Part 12) are treated differently. The difference is explained in the description of the coverage for that Part.
7. If You Go Bankrupt.	Bankruptcy or insolvency of any person covered under this policy does not relieve us of any of our obligations under this policy.
8. We Do Not Pay For Nuclear Losses, War Losses.	We will not pay under Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) for any person who is an insured under a nuclear energy liability policy or who would be an insured under such a policy had it not already exhausted its limits. We will not pay under Medical Payments (Part 6), Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion, or revolution, or any act incident to any of these causes.
9. We Do Not Pay For Ordinary Wear Or Tear.	We will not pay for damage to your auto which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.
10. If We Pay For A Total Loss.	If we pay for the total loss of your auto , we have the right, if we so choose, to take title to that auto. We also have the right, if we so choose, to take any damaged part for which we pay.
11. Repair And Payment After A Collision or Loss; If We Disagree On The Amount of Damage (Parts 7, 8 and 9).	Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9), you must allow us to have the auto appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have your auto repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your auto available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of your auto if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have your auto repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

If we fail to pay you within 7 days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage plus costs and reasonable attorneys' fees. We will pay the repair shop directly if you request and the repair shop certifies that it meets certain requirements. If you choose not to have **your auto** repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of **your auto** and pay you that amount less your deductible. Our payment reduces the actual cash value of **your auto** if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

Sometimes there may be a disagreement as to the amount of money we owe for losses or damage to an auto. If so, Massachusetts law sets forth a method of settling the disagreement. Either you or we can, within 60 days after you file your proof of loss, demand in writing that appraisers be selected. The appraisers must then follow a procedure set by law to establish the amount of damage. Their decision will be binding on you and us. You and we must share the cost of the appraisal.

12. Sales Tax.

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) we will pay, subject to your deductible, all sales taxes applicable to the loss of an auto or damage to an auto.

13. Secured Lenders. When your Coverage Selections Page shows that a lender has a secured interest in **your auto**, we will make payments under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) according to the legal interests of each party.

The secured lender's right of payment will not be affected by your acts or neglect. However we will not pay if the loss of or damage to **your auto** is the result of conversion, embezzlement, or secretion by you or any **household member**. Also, we will not pay the secured lender if the loss of or damage to **your auto** is the result of arson, theft or any other means of disposal committed by you or at your direction.

When we pay any secured lender we shall, to the extent of our payment, have the right to exercise any of the secured lender's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the secured lender must do so within 30 days after the loss or damage becomes known to the secured lender.

	In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must be sent to the secured lender as provided in this policy.
14. No Benefits To Anyone In The Auto Business.	Coverage under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) shall not in any way benefit any person or group having possession of your auto for the purpose of servicing, repairing, parking, storing, or transporting it, or for any similar purpose.
15. If Two Or More Autos Are Insured Under This Policy.	Two or more autos may be insured under this policy. There may be different limits for each auto. If so, when someone covered under this policy is injured while a pedestrian or is using an auto other than your auto at the time of the accident, the most we will pay under any applicable Part is the highest limit shown for that Part for any one auto on your Coverage Selections Page.
16. Trailers.	We consider your auto and trailer together to be one auto in applying the limits shown on the Coverage Selections Page under Bodily Injury To Others, Damage To Someone Else's Property and Optional Bodily Injury To Others (Parts 1, 4 and 5).
17. Premiums For Extensions Or Renewals.	The premium we will charge for any extension or renewal of this policy will be in accordance with our rates and rules in effect at the time of the effective date of the extension or renewal.
18. False Information.	If you or someone on your behalf gives us false, deceptive, misleading, or incomplete information in any application or policy change request, 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 of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed, and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under the compulsory coverages of this policy.
19. Changes Which Affect Premium.	If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges. This includes the description, ownership, type of usage, place of garaging of your auto . It also includes the household members and individuals who customarily operate your auto .
20. Pre-Insurance Inspection.	Massachusetts law provides that we may inspect certain motor vehicles for providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9).

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 decision 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 damaged sustained.
-

22. Assignment. Under Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9), an assignment of interest under this policy will not bind us without our knowledge or consent. Any improper assignment shall be void and invalid. The assignee shall acquire no rights under this contract and we shall not recognize any such assignment. This limitation on assignment shall not affect our right to subrogation under this policy.

Cancellation.

Cancellation of this policy is something you should ordinarily have no reason to worry about.

You can cancel any of the Optional Insurance Parts at any time by giving us or your agent at least 20 days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can cancel the policy by giving us or your agent at least 20 days written notice.

We can cancel all or any part of this policy including your Compulsory Insurance if:

1. You have not paid your premiums.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. The driver's license or auto registration of you, or any person who resides in your household and who usually operates an auto insured under this policy, has been under suspension or revocation during the policy period.
4. You fail to comply with a request for a safety inspection test for a vehicle for which total damage has been paid.

We can cancel Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) on a vehicle:

1. Customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto related fraud, or auto theft, or
2. Customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making a claim under those coverages, or
3. 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, or
4. 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, or
5. 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.

We may also cancel:

1. Collision (Part 7) and Limited Collision (Part 8) on a vehicle customarily driven by or owned by persons who, within three years preceding the effective date of this policy, have been involved in four or more at-fault auto accidents. An at-fault accident is one in which you or any person who customarily drives **your auto** was more than 50% at fault.
2. Comprehensive (Part 9) on a vehicle 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 this policy.

If the driver's license or auto registration of anyone residing in your household who usually operates **your auto** has been under suspension, suspension or revocation during the policy period, we may suspend coverage for that person under any of the Optional Insurance Parts of the policy. We may also reduce the limits available for that person under Bodily Injury Caused By An Uninsured Auto (Part 3) and Damage To Someone Else's Property (Part 4) to the minimum limits we are required to sell.

We can cancel Towing And Labor (Part 11) for reasons other than those listed above if we do so within the first 90 days of the policy period. We can cancel, in the same manner, coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Automatic Termination.

Massachusetts law provides that your policy automatically terminates and a Notice of Cancellation will not be sent to you when:

1. You return the registration plates for **your auto** to the Registry of Motor Vehicles.
2. You purchase a new policy with another company covering **your auto** and a new Certificate of Insurance is filed with the Registry of Motor Vehicles.
3. You transfer title to **your auto**, and you do not register another auto. In this case, the policy will terminate 30 days from the date of transfer of title.

However, if more than one auto is described on the Coverage Selections Page, the termination of coverage applies only to the auto involved in any of the situations described above.

**Legal Notice
Requirement.**

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice.

In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must also be sent to the secured lender in a similar manner.

If we cancel this policy in its entirety, the cancellation is not effective unless we send the required notice to the Registry of Motor Vehicles.

If the policy is cancelled, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect. If the policy is cancelled by you or by law, we may give you a refund which is less than proportional based on a "short rate" table.

No refund of premium will be sent to you upon cancellation of the policy until we receive a receipt showing that the registration plates assigned to the insured motor vehicle have been returned to the Registry of Motor Vehicles or other document showing that you have replaced the insurance required by law.

If you think that we have cancelled your policy illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Renewal.

If we decide not to renew this policy or any of its Parts, we must mail our notice to your agent or to you at your last address shown on the Coverage Selections Page at least 45 days before your policy runs out. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

First. Help Any Injured Person.	Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the auto from further damage or loss. Where there is coverage provided by this policy, we will pay for any reasonable expenses incurred in doing this.
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Second. Notify The Police, Registry Or Fire Department.	<p>Under Massachusetts law, notice to the local or state police and the Registry of Motor Vehicles is required within 5 days if there is anyone injured in an accident, no matter how slight the injury, or if there is reason to believe that there has been over \$1,000 in total property damage.</p> <p>Within 24 hours, notify both the police and us if your auto is stolen or if you have been involved in a hit-and-run accident. You must report a fire loss to the fire department. The notice to the police or the fire department must be on the form required by law.</p>
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Third. File The Claim With Us.	<p>We do not know about accidents or losses until you or someone else notifies us. We, or our agent, must be notified promptly of the accident or loss by you or someone on your behalf. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses. If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts.</p> <p>If you are filing a claim for damage to your auto, you or someone on your behalf must file a proof of loss within 91 days after the accident.</p>
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Fourth. Cooperate With Us.	<p>After an accident or loss, you or anyone else covered under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. We must be sent copies of all legal documents in connection with the accident or loss.</p> <p>We may also require you and any person seeking payment under any part of this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.</p> <p>If anyone makes a claim or seeks payment under Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Medical Payments, or Bodily Injury Caused By An Underinsured Auto (Parts 2, 3, 6 or 12), we have a right to require that person to be examined by doctors selected by us. If anyone seeks continuing payments under any of these Parts, we may also require additional examinations at reasonable intervals. We will pay for these examinations. We must also be authorized to obtain medical reports and other records pertinent to the claim.</p> <p>Failure to cooperate with us may result in the denial of the claim.</p>
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**Remember: Defensive Driving
Can Save Your Life And Your
Money**

Esurance Insurance Company

IMPORTANT NOTICE

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

There are also word changes and deletions that have been made for simplification and clarification which are not listed as they are editorial changes and have no impact on the meaning of the policy.

Material changes to the policy sections are outlined as follows:

Part 1. Bodily Injury To Others

On Page 4, after the 3rd sentence, the sentence: "We will not pay for punitive or exemplary damages." has been added to clarify the scope of the policy.

On Page 4 the phrase "or defend" is added after "We will not pay" to clearly state the company will not defend when a listed exclusion applies to a particular claim.

On Page 4, provisions have been added to exclude coverage for your auto while being used as, or available for use as, public or livery conveyance, including - ride-sharing services.

This provision also appears as exclusion under other coverages in the policy and is referenced in this Notice as the "public livery exclusion".

Part 2. Personal Injury Protection

The public livery exclusion has been added.

The policy adds exclusion 5: "We will not pay under this Part for injuries which occur while an auto is being used in any racing, speed, stunting, or demolition contest or activity." This provision appears as an exclusion under other coverages in the policy and is referenced in this Notice as the "racing exclusion."

Part 3. Bodily Injury Caused By An Uninsured Auto

Part 12. Bodily Injury Caused By An Underinsured Auto

On Page 8 and 24, an exception to the regular use exclusion is added to provide that the most that will be paid is \$35,000 per person and \$80,000 per accident if the additional coverage is shown on the Coverage Selections Page.

In Part 3, the public livery exclusion is added. Because the public livery exclusion also applies to all Optional Coverages, it is not specifically stated in Part 12.

In Part 3, page 9, the racing exclusion is added. Because the racing exclusion also applies to all Optional Coverages, it is not specifically stated in Part 12.

On Page 10, the first paragraph, and in Part 12, page 25, the sentence: “Unless otherwise agreed, all monetary awards not paid within thirty days after the receipt of the award shall bear interest from the date of award at the rate allowed by statute.” has been added to clarify the scope of the coverage.

Part 4. Damage to Someone Else’s Property

The terms of the coverage have been simplified and a sentence has been added to clarify that any payment does not include compensation for physical damage to your auto, the towing or recovery of your auto, or any intangible loss.

The ride sharing exclusion and the racing exclusion have been added to the coverage.

Optional Insurance

The ride sharing exclusion and the racing exclusion have been added to apply to all optional coverages.

Part 5. Optional Bodily Injury to Others

The phrase “and such accident arises out of the ownership, maintenance, or use of an auto by you or the household member” has been added to the end of the first sentence.

The sentence: “We will not pay punitive or exemplary damages.” has been added at the end of the first paragraph.

On Page 14, after “we will not pay” “or defend” is added.

An exclusion for “any liability assumed under any contract or agreement,” is added to clarify the scope of the coverage.

Part 6. Medical Payments

Exclusion 6 is added: “Any person who contributed to his or her injury while operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself, or others.”

Exclusion 7 is added: “Anyone who is entitled to benefits under workers’ compensation law or similar law for the same injury.”

The policy includes the paragraph that: “No payments will be made under this Part that duplicate payments made for the same bodily injuries under Parts 1, 2, 3, 5 or 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 auto insurance policy or under a health insurance policy covering the injured person.”

Part 7. Collision**Part 8. Limited Collision****Part 9. Comprehensive**

The sentence: "We will not pay for any decrease in value claimed to result from the loss." Has been added to each coverage to clarify its scope.

The following sentence has been added in each coverage to clarify what will be paid: "The cost to physically repair the auto is the competitive price, which we secure from a licensed repair facility under our direct payment plan. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual Cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto." This clarifies what will be paid under these coverage parts.

The following sentence has been added in each coverage to clarify what will be paid: "The amount we will pay for towing, recovery and storage of your auto will be limited to the amounts, inclusive of all fees, established by law and regulation of the Massachusetts Department of Public Utilities for the removal of motor vehicles by policy order or from private property." The sentence "We will not pay for any liability assumed under any other contract or agreement." has been added in each coverage to clarify the intent of the policy.

Part 10. Substitute Transportation Rental Reimbursement

The amount of coverage has been clarified by adding: "Reimbursement for rental charges and transportation expenses will end the earliest of when your auto has been returned to you, repaired or replaced. We will pay only for a period of time which is reasonable for having your auto repaired or replaced. If your auto is deemed by us to be a total loss, reimbursement for rental charges and transportation expenses will end three business days after we offer to pay the actual cash value under Part7, Part 8, or Part 9."

General Provisions And Exclusions

General Provision 3B, Additional Costs We Will Pay, has been adjusted to specify when payment on interest starts.

The last sentence of General Provision 5 has been deleted.

General Provision 22, Assignment, has been added to the policy to inform the policyholder that the company will not be bound to an assignment of any interest under the policy without its knowledge or consent.

Cancellation

The cancellation provision has been changed to make it conform to the state law on cancellation.

Esurance Insurance Company

Massachusetts Automobile Insurance Policy

Please read your policy. Part of the policy is a page marked “Coverage Selections.” It shows the types and amounts of coverage you have purchased. As you read the policy, check the Coverage Selections Page to make sure it shows exactly what you intended to buy. If there is any question, call your agent or company right away.

2008 Edition

2015 Edition

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Coverage Selections Page

Introduction

1

This insurance policy is a legal contract between the policy owner (you) and the company (we or us). It insures you and **your auto** for the period shown on the Coverage Selections Page.

As long as you pay your premium, we agree to provide you or others the benefits to which you or they are entitled. The exact terms and conditions are explained in the following pages.

There are two basic categories of insurance described in this policy, Compulsory Insurance and Optional Insurance.

Compulsory Insurance.

There are four Parts to Compulsory Insurance. They are all required by law. Every auto registered in Massachusetts must have them.

Optional Insurance.

There are eight Parts to Optional Insurance. Some of them extend the coverage or the amounts of protection provided by Compulsory Insurance. Some of them provide protection not found in Compulsory Insurance. You do not have to buy any of these eight Parts if you do not want to.

Auto insurance claims arise in ~~hundreds of~~ different ways. Autos are sometimes stolen or damaged. Accidents may injure people in **your auto**, people in other autos, or **pedestrians**. You may be responsible for an accident or someone else may be. An accident may happen in Massachusetts or out of state. Different situations require different kinds of insurance.

Please read the whole policy to see what kinds of insurance are available to cover these different situations. ~~At the same time, you~~ You should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will show a premium charge next to it. If no premium charge is shown, you do not have that coverage.

Sometimes you and we will agree to change this policy. The only way that can be done is by an "Endorsement" added to the ~~basic~~ **this** policy

form. All endorsements must be in writing. They then become part of this policy.

We are pleased to have you as a customer and hope you have a safe and accident-free year. But if you need us, we are here to help you. If you have an accident or loss, or if someone sues you, contact your agent or us.

Do the same if you have any questions or complaints. If you think we have treated you unfairly at any time, you may contact the Division of Insurance, (617) 521-7777.

Throughout this policy:

1. **We, Us** or **Our** – refers to the company issuing this policy.
2. **You** or **Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page. **This includes your spouse while a household member.**
3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the ownership, maintenance, or use of an auto.
4. **Auto** – means a land motor vehicle or **trailer**, but does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or **trailer** while it is located for use as a residence or premises. We will consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads. ~~We will~~ consider a tractor or other equipment to be an auto while it is being used on public roads.
 - D. Any vehicle not subject to ~~Massachusetts Motor Vehicle~~ **motor vehicle** registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle ~~(ATV).~~

Other words and phrases are defined. They are in boldface when used.

5. **Your Auto** – means:
 - A. ~~The vehicle or vehicles~~ **(s)** described on the Coverage Selections Page.
 - B. Any auto while used as a temporary substitute for the described auto **with the consent of the owner** while ~~that the~~ **described** auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. ~~But~~ **This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term “your auto.”** However, **your auto** does not include a substitute vehicle owned by you ~~or your spouse.~~
 - C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

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~~maintaining or repairing furnishings or equipment.~~

~~Under~~

For Parts 1,-2,-3,-4,-5, and 6 the term “**your auto**” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

6. Trailer – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement. **The trailer must be attached to your auto.**

7. Occupying – means in, upon, entering into, or getting out of.

8. Collision – means the accidental upset of **your auto** or any physical contact of **your auto** with another object.

9. Household Member – means anyone living in your household who is related to you by blood, marriage, or adoption. This includes wards, step-children, or foster children.

10. Pedestrian – includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not **occupying** an auto at the time of the accident.

Our Agreement

This policy is a legal contract under Massachusetts law. Because this is an auto policy, it only covers accidents and losses which result from the ownership, maintenance, or use of autos. The exact protection is determined by the coverages you purchased.

We agree to provide the insurance protection you purchased for accidents which happen while this policy is in force.

You agree to pay premiums when due and to cooperate with us in case of accidents or claims.

Our contract consists of this policy, the Coverage Selections Page, any endorsements agreed upon, and your application for insurance. Oral promises or statements made by you or our agent are not part of this policy.

There are many laws of Massachusetts relating to automobile auto insurance. We and you must and do agree that, when those laws apply, they are part of this policy.

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Compulsory Insurance

There are four Parts to Compulsory Insurance. They are called Compulsory Insurance because Massachusetts law requires you to buy all of them before you can register **your auto**. No law requires you to buy more than this Compulsory Insurance. However, if you have financed **your auto**, the bank or finance company may legally insist **require** that you have some Optional Insurance as a condition of your loan.

The amount of your coverage and the cost of each Part **is** **are** shown on the Coverage Selections Page.

Your Compulsory Insurance does not pay for any damage to **your auto**—~~no matter what happens to it.~~

Part 1. Bodily Injury To Others

Under this Part, we will pay damages to people injured or killed by **your auto** in Massachusetts accidents. The damages we will pay **are** ~~are~~ the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. **We will not pay punitive or exemplary damages.** We will pay only if you or someone else using **your auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay **or defend**:

1. For injuries to guest occupants of **your auto**.
2. For accidents outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. For injuries to any ~~employees~~ **employee** of the legally responsible person if they are entitled to ~~Massachusetts~~ **benefits under any workers' compensation benefits law or similar law for the same injury.**
4. **For accidents while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of your auto in providing volunteer transportation services at the direction of a charitable group.**

The law provides a special protection for anyone entitled to damages under this Part. We must pay their claims even if false statements were made when applying for this policy or **your auto** registration. We must also pay even if you or the legally responsible person fails to cooperate with us after

the accident. We will, however, be entitled to reimbursement from the person who did not cooperate or who made any false statements.

**Compulsory
Insurance
(Continued)**

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If a claim is covered by us and ~~also~~ by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If someone covered under this Part is using an auto he or she

**Compulsory
Insurance
(Continued)**

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does not own at the time of the accident, the owner's auto insurance must pay its limits before we pay. Then, we will pay, up to the limits shown on your Coverage Selections Page, for any damages not covered by that insurance.

**Part 2.
Personal Injury
Protection.**

The benefits under this Part are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the accident. We will pay the benefits described below to you and other people injured or killed in auto accidents. For any one accident, we will pay as many people as are injured, but the **The** most we will pay for injuries to any one person is \$8,000. This is the most we will pay no matter how many autos or premiums are shown on the Coverage Selections Page.

We will pay three kinds of benefits:

A. Medical Expenses

We will pay all reasonable expenses incurred as a result of the accident for necessary medical, surgical, X-ray, and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing, and funeral services.

B. Lost Wages

If an injured person is out of work because of the accident, we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the accident. We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the accident, we will pay up to 75% of the amount he or she actually lost in earning power as a result of the accident.

C. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

We will pay PIP benefits to or for:

1. You, or any other person, if injured while **occupying your auto** with your consent.
2. You, or anyone living in your household, if injured while **occupying** an auto which does not have ~~Massachusetts~~ Compulsory Insurance or if struck by an auto which does not have ~~Massachusetts~~ Compulsory Insurance
3. Any **pedestrian**, including you, if struck by **your auto** in

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Compulsory Insurance (Continued)

Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

Benefits are paid only for expenses or losses ~~actually~~ incurred within two years after the accident.

If the accident is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time – usually thirty days. If the accident is outside Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.

Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this Part and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an accident. In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payments under this paragraph will be determined by Massachusetts law.

Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership, or corporation to provide, pay for, or reimburse the cost of medical expenses (“health plan”). If so, we will pay up to \$2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of \$2,000 for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of \$2,000 under this Part. We will not pay for medical expenses in excess of \$2,000 that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages and replacement services will not exceed \$8,000.

Within two years after an accident, we may, ~~at our option,~~ pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone covered under this Part who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the accident. ~~Also, our~~ **Our** payment will not ~~operate to~~ reduce the benefits otherwise payable under this Part.

We will not pay PIP benefits to or for:

1. ~~Anyone~~ **Any person** who, at the time of the accident, was operating or occupying a motorcycle, any motor vehicle not subject to motor vehicle registration, or a motorized bicycle, ~~including a~~ **or** moped.
2. ~~Anyone~~ **Any person** who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.
3. ~~Anyone~~ **Any person** who is entitled to benefits under any workers' compensation law **or similar law** for the same injury.
4. **Any person while your auto is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of your auto in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of your auto in providing volunteer transportation services at the direction of a charitable group.**
5. **Any person injured while an auto is being used in any racing, speed, stunting, or demolition contest or activity.**

When you purchased this Part you were given the choice of ~~either excluding~~ **to exclude** yourself, or yourself and **household members**, from some or all of the PIP coverage. The portion of each claim you may have agreed ~~not to be covered for~~ **exclude** is called a "deductible." You paid a smaller premium if you chose a deductible. In that case, we will only pay up to the difference between \$8,000 and the amount of your deductible. The deductible is shown on the Coverage Selections Page.

If anyone is entitled to PIP benefits and also to benefits under another Part of this policy, we will pay from this Part first.

We will not pay PIP benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a court judgment or settlement.

If anyone covered under this policy is also entitled to PIP benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most. ~~In that case, each~~ **Each** insurer will pay only its proportionate share. We will not pay benefits under this Part which duplicate payments made under the No-Fault coverage of any other auto policy.

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

Sometimes an owner or operator of an auto legally responsible for an accident is uninsured. Some accidents involve unidentified hit-and-run autos. Under this Part, we will pay damages for bodily injury to people injured or killed in certain accidents caused by uninsured or hit-and-run autos. We will pay only if the injured person is legally entitled to recover from the owner or operator of the uninsured or hit-and-run auto. We will pay for hit-and-run accidents only if the owner or operator causing the accident cannot be identified.

Sometimes the company insuring the auto responsible for an accident will deny coverage or become insolvent. We consider such an auto to be uninsured for purposes of this Part. However, we do not consider an auto owned by a governmental unit which is self-insured, or **to be an uninsured auto. We do not consider an auto owned** by someone who is legally self-insured, to be an uninsured auto.

This Part is Compulsory. You must have limits of \$20,000 per person and \$40,000 per accident. However, you may want to buy more protection. If so, we must sell you limits up to \$35,000 per person and \$80,000 per accident, provided you have purchased at least these limits for Part 5. Higher limits may be purchased if agreed upon by you and by us.

We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you, or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for **your spouse, or any household member** who has a ~~Massachusetts~~ **an auto policy of his or her own or**. **We will not pay damages to or for anyone** who is covered by any ~~Massachusetts~~ **auto policy of another household member** providing uninsured auto insurance with higher limits.
3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a ~~Massachusetts auto~~ **an auto policy of his or her own. We will not pay damages to or for anyone who is covered by any auto policy of another household member providing uninsured auto insurance.**
~~policy of his or her own, or who is covered by any Massachusetts auto policy of another household member providing uninsured auto insurance.~~

6.4. _____ Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you or a **household member** is using an auto which you or a **household member** owns or uses regularly and a premium for this Part is not shown for that auto on the Coverage Selections Page, the most that we will pay under this Part is \$35,000 per person and \$80,000 per accident, provided additional coverage for this part is shown on the

**Compulsory
Insurance
(Continued)**

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Coverage Selections page. These are the limits we are required by law to offer.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian**, or while **occupying** an auto you do not own, and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

~~We will not pay damages to or for you, if struck by, or while **occupying**~~

~~Compulsory
Insurance
(Continued)~~

9

~~We will not pay damages to anyone under this Part while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.~~

~~We will not pay under this Part for injuries which occur while an auto is being used in any racing, speed, stunting, or demolition contest or activity.~~

~~We will not pay damages to or for you, if struck by, or while **occupying** an auto you own and which does not have Massachusetts compulsory auto insurance.~~

~~Likewise, we will not pay damages to or for any **household member** if struck by, or while **occupying** an auto owned by that **household member** which does not have Massachusetts compulsory auto insurance.~~

~~The most we will pay for damages to or for anyone injured in the following situations is \$35,000 per person and \$80,000 per accident or the limits you purchased, whichever is less:~~

~~1. Anyone injured while **occupying your auto** while it is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.~~

~~2. Anyone injured while using an auto without the consent of the owner.~~

~~— Anyone injured while an auto is being operated in any~~

~~prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.~~

We will reduce the damages an injured person is entitled to recover by:

1. The amount recovered from any legally responsible person provided the injured person is fully compensated **paid** for his or her damages for bodily injury.
2. The amount paid under a workers' compensation law or similar law.
3. Any expenses that are payable or would have been payable, except for a deductible, under the PIP coverage of this policy or any other ~~Massachusetts~~ auto policy.

We will pay the balance of the damages up to the limits shown for this Part on your Coverage Selections Page.

The ~~determination~~ **decision** as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of the damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. ~~However,~~ **Unless otherwise agreed, all monetary awards not paid within thirty days after the receipt of the award shall bear interest from the date of award at the rate allowed by statute.** ~~In~~ no event may a demand for arbitration ~~constitute~~ **be the** first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

If an injured person settles a claim as a result of an accident covered under this Part, we will pay that person only if the claim was settled with our consent. We will not be bound under this Part by any judgment resulting from a lawsuit brought without our written consent. We will not, ~~however,~~ unreasonably withhold our consent. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is shown on the Coverage Selections Page as the "per person" limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is shown on the Coverage Selections Page as the "per accident" limit. This is the most we will pay as the result of a single accident.

The limits of two or more autos or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this Part, **This applies** regardless of the number of autos involved, persons covered, claims made, or premiums shown on the Coverage Selections Page.

We will not make payments under this Part which duplicate payments under the uninsured auto insurance of any other auto policy.

~~The~~ **This** Part will not benefit any insurer or self-insurer under a workers' compensation law or any similar law.

**Compulsory
Insurance
(Continued)**

Part 4. Under this Part, we will pay for damage or other destruction of the tangible property is damaged in an accident. The damages we will

Damage To of others caused by an accident and arising from the ownership, maintenance, Someone Else's or use of **your auto**, including loading or unloading. The amount we will pay are the amounts that person is

Property. the amount which the owner of the property is legally entitled to collect for

Property property damage through a court judgment or settlement. for the damaged property. We will pay only if you or, a **household member** is legally responsible for the accident. We will also pay if someone else, or someone using **your auto** with your consent is legally responsible for the accident. Damages include any The amount we will pay includes, if applicable, sales tax and the costs resulting from the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to **your auto** or towing or recovery of **your auto** or any decreased value or intangible loss claimed to result from the property damage.

We will not pay for property damage which occurs:

1. While **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.
2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to the ownership, maintenance, or use of **your auto** by you or a **household member**.
3. While anyone is using a vehicle **an auto** in the course of any business other than the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to private passenger autos, or. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.
4. While you or a **household member**, other than your spouse, is using an auto which you or any a **household member** owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
5. While you or your spouse, if a **household member**, is using an auto which you or your spouse, if a **household member**, owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
6. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property,

except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.

6. When the property damage is caused by anyone using an auto without the consent of the owner.

7. While an auto is being used in any racing, speed, stunting, or demolition contest or activity.

**Compulsory
Insurance
(Continued)**

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The most we will pay for damage resulting from any one accident is shown on the Coverage Selections Page. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limit shown on the Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner's auto insurance.

Under this Part, we may have to pay for property damage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case we may be entitled to reimbursement from that person.

This Part is Compulsory. You must have limits of at least \$5,000. However, you may want to buy more protection. Higher limits may be purchased if agreed upon by you and by us. ~~However, \$5,000 is the most we will pay for property damage caused by an auto covered under this Part which is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.~~

12 ~~Optional~~ Insurance

There are eight separate Parts to Optional Insurance. They are called Optional Insurance because they are not required by law. The amount of insurance and cost of any of these Parts you purchased is shown on the Coverage Selections Page.

With the exception of Towing and ~~And~~ Labor (Part 11), we must sell you any or all of the Optional coverages you wish. ~~These are~~ subject to certain deductibles and limits specified in Massachusetts law. However, ~~Massachusetts the law provides~~ states that we may refuse to sell Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9), ~~or both,~~ in certain specified instances.

Because ~~two of the Optional coverages~~ – Collision (Part 7) and Limited Collision (Part 8) – duplicate each other in many ways, you may buy one of them but not both. ~~If you do not buy either one, you still have the right to sue people who damage your auto but we will not provide any assistance to you under this policy.~~

If you do not buy either one, you still have the right to sue people who damage **your auto**. However, we will not provide any assistance to you under this policy.

We will not pay under any of the Optional coverages:

1. If the accident happens while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.

2. For loss of or damage to any electronic equipment that reproduces, receives or transmits audio, visual, or data signals, unless it has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. If the electronic equipment is permanently installed but not in locations used by the auto manufacturer, we will only pay up to \$1,000 for loss to such equipment. Tapes, discs, cassettes, and other media are not covered.

Electronic Equipment includes but is not limited to:

- A. Radios and Stereos;
- B. Cassette and Compact Disc Systems;
- C. Navigation Systems, Internet Access Systems, and Personal Computers;
- D. Video Entertainment Systems, Telephones, and Televisions;
- E. Two-way mobile radios, Scanners, and Citizens Band Radios.

Optional
Insurance
(Continued)

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3. For loss of or damage to any custom furnishings or custom equipment in or upon any pick-up truck, van, or similar vehicle. Custom furnishings or custom equipment include but are not limited to the following items: special carpeting and insulation, furniture, bars, television receivers, facilities for cooking and sleeping, height-extending roofs, custom murals, paintings or other decals or graphics.

4. For loss or damage to equipment designed for the detection or avoidance of any law enforcement speed measuring device. This does not apply to electronic equipment designed solely for safety warning systems.

5. For injury or damage that is intentionally caused by you, a **household member**, or anyone else using **your auto** with your consent.

6. For injury or damage resulting from an accident while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

**Optional
Insurance
(Continued)**

14

**Part 5.
Optional Bodily
and such
Injury to Others**

Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident. ~~the accident~~ arises out of the ownership, maintenance, or use of an auto by you or the household member. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. **We will not pay punitive or exemplary damages.**

This Part is similar to Compulsory Bodily Injury To Others (Part 1). ~~Like the Compulsory Part, this Part~~ **it** pays for accidents involving **your auto** in Massachusetts. ~~Also like the Compulsory Part, this Part~~ **and** does not pay for the benefit of anyone using an auto without the consent of the owner.

Unlike the Compulsory Part, this Part ~~does provide~~ **provides** coverage for injuries to guest occupants and for accidents occurring outside Massachusetts.

We will not pay **or defend**:

1. For injuries to employees of the person using the auto who are injured in the course of employment.
2. For injuries resulting from an accident while **you or a household member**, ~~other than your spouse~~, is using an auto which you or **any household member** owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
3. ~~For injuries resulting from an accident while you or your spouse, if a household member, is using an auto which you or your spouse, if a household member, owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.~~

~~4.3.~~ _____ While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.

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Optional Insurance (Continued)

11.4. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or **it applies** to pick-up trucks, vans, or similar vehicles not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

12.5. ~~If the~~ **For any** liability assumed under any other contract or agreement.

Your policy will automatically apply to an accident **that** occurs in any other state or in a Canadian province ~~and if~~ you have purchased any coverage ~~at all~~ under this Part, your policy will automatically apply to that accident, ~~as follows, if~~ **part.** If the state or province has **a** financial responsibility law or similar law requiring limits of liability for bodily injury or property damage higher than the limits you have purchased, your policy will provide the higher required limits.

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Optional Insurance (Continued)

If a state or province has a compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is shown on the Coverage Selections Page as the “per person” limit for the auto involved in that accident. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is shown on the Coverage Selections Page as the “per accident” limit for the auto involved in that accident. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner’s auto insurance must pay its limits before we

pay. Then, we will pay for any damages not paid by that insurance, up to the policy limits shown on your Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner's auto insurance.

Any payments we make to anyone or for anyone under Bodily Injury Caused By An Uninsured Auto (Part 3) will reduce the amount of damages that person is entitled to recover from anyone covered under this Part.

We will also pay up to \$250 for the cost of bail bonds required as a result of an accident covered under this Part including bail bonds for traffic law violations related to the accident.

Optional
Insurance
(Continued)

15

We must sell you limits up to \$35,000 per person and \$80,000 per accident if you want to buy them. Higher limits may be purchased if agreed upon by you and by us. However, while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity, the most we will pay is the required minimum limits.

Optional
Insurance
(Continued)

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Part 6. Medical Payments Under this Part, we will pay reasonable expenses for necessary **medical and** ~~medical and~~ funeral services incurred as a result of an accident.

We will pay for expenses resulting from bodily injuries to anyone **occupying your auto** at the time of the accident. We will also pay for expenses resulting from bodily injuries to you or any **household member** if struck by an auto or if **occupying** someone else's auto at the time of the accident.

We will not pay for expenses resulting from injuries to:

1. Anyone injured while in a vehicle which had been placed off the public roads for use as a residence.

2. Anyone injured in the course of employment in selling, servicing, repairing, or parking autos if that person is entitled to workers' compensation **or similar** benefits.
3. Anyone employed by you or your spouse who is injured in the course of employment. This exception does not apply to any domestic employee who is not entitled to any workers' compensation **or similar** benefits.
4. Anyone injured while **occupying** an auto without a reasonable belief that he or she had the consent of the owner to do so.
5. **A You or a household member**, ~~other than your spouse,~~ while occupying or struck by an auto owned or regularly used by you or ~~any~~ **a household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.
6. ~~You or your spouse, if a household member, while occupying~~ **Any person who contributed to his or struck her injury by operating an auto owned (a) while under the influence of alcohol, marijuana, or regularly used by you a narcotic drug, (b) while committing a felony or your spouse unless a premium seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.**
7. **Anyone who is entitled to benefits under workers' compensation law or similar law for the same injury.**

No payments will be made under this Part is shown for that that duplicate payments made for the same bodily injuries under Parts 1, 2, 3, 5, or 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 auto on the Coverage Selections Page insurance policy or under a health insurance policy covering the injured person.

We will not pay for expenses incurred more than two years after the date of the accident. We will not pay under this Part for any expenses that are payable, or would have been payable except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy.

The most we will pay for any one person as a result of any one accident is shown on the Coverage Selections Page. **This That amount is also** the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

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Optional Insurance (Continued)

If someone covered under this Part is also entitled to Medical Payments coverage under another auto policy issued to you or any **household member**, we will pay only our proportionate share. If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's ~~automobile~~ Medical Payments insurance must pay its limit before we pay. Then, we will pay up to the limit shown on your Coverage Selections Page for any expenses not covered by that insurance.

We will not pay benefits under this Part which duplicate payments made under the Medical Payments coverage of any other auto policy.

We must sell you limits of \$5,000 per person if you want to buy them. Higher limits may be purchased if agreed upon by you and us. ~~However, while an auto covered under this Part is being operated in a prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity, the most we will pay is the required minimum limits.~~

**Part 7.
Collision.**

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to ~~physically~~ repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. **We will not pay for any decrease in value claimed to result from the loss.** The most we will pay will be either the actual cash value of the auto or the cost to ~~physically~~ repair the auto, whichever is less. **The cost to repair the auto is the competitive price, which we secure from a licensed repair facility under our direct payment plan. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto.** We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto, we will replace the part.

The amount we will pay for towing, recovery and storage of your auto will be limited to the amounts, including all fees, established by law or by regulation of the Massachusetts Department of Public Utilities for the removal of motor vehicles by police order or from private property.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage 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.~~ **We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.** **the Coverage Selections Page.**

We will not pay for any liability assumed under any other contract or agreement.

We will not pay for a **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 this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:

Optional
Insurance
(Continued)

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~~this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:~~

- ~~8.1. _____ the **The**~~
~~**household member** would be classified as an inexperienced operator, -or~~
- ~~2. ~~more~~ **More** points would be assigned under a merit rating plan.~~

You must notify us within 60 days after a person who will operate **your auto** becomes a **household member**, if that person was not a **household member** on the effective date of your policy. In the same manner, you must **also** notify us if a **household member**, who will operate **your auto**, becomes a licensed operator.

If we pay for the total loss of **your auto**, we will suspend the Collision Coverage for that auto until it passes a Motor Vehicle Inspection Test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

Part 8.

Limited Collision. Under this Part, we will pay in some situations for direct and ~~acci-~~
~~dental~~ **accidental** damage

to **your auto** caused by a **collision**. We will also pay in these situations for damage to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to ~~physically~~ repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. **We will not pay for any decrease in value claimed to result from the loss.** The most we will pay will be either the actual cash value of the auto or the cost to physically repair the auto, whichever is less. **The cost to repair the auto is limited to the competitive price which we secure from a licensed repair facility under our direct payment plan.** Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. **Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto.** We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a

damaged part will impair the operational safety of the auto, we will replace the part.

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Optional Insurance (Continued)

The amount we will pay for towing, recovery and storage of **your auto** will be limited to the amounts, including all fees, established by law or regulation of the Massachusetts Department of Public Utilities for the removal of motor vehicles by police order or from private property.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage 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. ~~We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.~~

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Optional Insurance (Continued)

~~We will not pay for any liability assumed under any other contract or agreement.~~

We will not pay for a loss for an accident which occurs while **your auto** is being operated by a **household member** who is not listed as an operator of this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:

- ~~the~~**The** **household member** would be classified as an inexperienced operator, or
- ~~more~~**More** points would be assigned under a merit rating plan.

You must notify us within 60 days after a person who will operate **your auto** becomes a **household member** if that person was not a **household member** on the effective date of your policy. In the same manner, you must notify us if a **household member**, who will operate **your auto**, becomes a licensed operator.

The protection under this Part is not as broad as under Collision coverage but the premium is considerably less. We only pay under this Part for multiple car accidents in which the driver of the auto we are covering was no more than 50%

at fault. We will not pay if the owner of the other auto cannot be identified. ~~After a claim under this Part we~~ **We** are required to determine whether the driver of the auto we are covering was more than 50% at fault. We will notify you of our ~~determination~~ **decision**.

As long as the driver of the auto covered under this Part was not more than 50% at fault, his or her percentage of fault will not affect the amount of our payment.

We will consider the driver of the auto covered under this Part to be no more than 50% at fault if:

1. ~~That~~ **The** auto was legally parked when struck by another auto.
2. ~~That~~ **The** auto was struck in the rear by another auto moving in the same direction.
3. The operator of the other auto was convicted of certain violations ~~listed in Massachusetts of law or any similar law of another state in which the accident occurs. However, we~~ **We** will not pay if the operator of the auto covered under this Part was also convicted of one of the same violations.

~~That~~ **4. The** driver is entitled to recover in court against an identified person for some reason other than those listed above.

**Optional
Insurance
(Continued)**

20

If we pay for the total loss of **your auto**, we will suspend the Limited Collision Coverage for that auto until it passes a Motor Vehicle Inspection Test.

**Optional
Insurance
(Continued)**

19

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

Part 9.

Under this Part, we will pay for direct and accidental damage to or **loss of your**

Comprehensive — ~~loss of your~~ **auto** other than damage caused by **collision**. We will also pay for such damage or loss to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to ~~physically~~ repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of loss. **We will not pay for any decrease in value claimed to result from the loss.** The most we will pay will be either the actual cash value of the auto or the cost to ~~physically~~ repair the auto, whichever is less. **The cost to repair the auto is limited to the prevailing competitive price which we secure from a licensed repair facility under our direct payment plan.** Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. **Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto.** We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto, we will replace the part. We will reimburse you for substitute transportation expenses if **your auto** is stolen.

The amount we will pay for towing, recovery and storage of your auto will be limited to the amounts, including all fees, established by law or regulation of the Massachusetts Department of Public Utilities for the removal of motor vehicles by police order or from private property.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page. Your deductible does not apply to glass breakage or substitute transportation expenses following a theft.

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. ~~We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity. This Part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).~~

This Part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

We will not pay for any liability assumed under any other contract or agreement.

20

Optional

**Optional
Insurance**

We consider glass breakage when not involving other collision loss, and to be a Comprehensive loss. We consider the following types of losses to be Comprehensive and not Collision losses: losses caused by vandalism, fire and theft, missiles, falling objects, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, riot or contact with a bird or animal.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time. After that, we will reimburse you up to \$15 a day to a maximum of \$450.

Your right to reimbursement stops on the day **your auto** is located or before that time if we pay you for the theft loss.

If you choose not to rent an auto, we will reimburse you up to the same amount for taxicab fares, bus fares and other transportation expenses. If **your auto** is found, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the auto and for repairs will not be more than the actual cash value of the auto.

If **your auto** is damaged by fire, you must report the loss to us and the fire department.

Massachusetts law requires that if we pay for the total loss of **your auto** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement auto unless it is made reasonably available for our inspection within two Registry of Motor Vehicles business days following the day you acquired it. We may also raise your deductible unless you install an approved anti-theft device in the replacement auto.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage or loss not covered by that insurance less the deductible amount you selected.

**Part 10.
Substitute
Transportation**

Under this Part, we will reimburse you in certain situations up to the limits shown on your Coverage Selections Page. We will reimburse you if **your auto** was in a **collision** and is being repaired or replaced. We will also reimburse you if ~~**your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9).~~

if **your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9). We will not make any payments unless you lose the use of **your auto** for at least 24 hours.

Reimbursement for rental charges and transportation expenses will end the earliest of when **your auto** has been returned to you, repaired, or replaced. We will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. If **your auto** is deemed by us to be a total loss, reimbursement for rental charges and transportation expenses will end three business days after we offer to pay the actual cash value under Part 7, Part 8, or Part 9.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time.

Under Comprehensive (Part 9) there is ~~also~~ substitute transportation coverage when **your auto** is stolen. If you purchase both Comprehensive and \$15/\$450 limits under this Part, Comprehensive will pay first until its coverage is no longer available. Then this Part will pay. If you purchase ~~\$30/\$900~~ **higher** limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to ~~\$30 a day to a maximum of \$900.~~ If you purchase ~~\$45/\$1,350~~ **are the** limits under ~~for~~ this **Part.**

~~Part, the most we will pay under Comprehensive (Part 9) and~~ **The coverage under** this Part is up to \$45 a day to a maximum of \$1,350. ~~If you purchase \$100/\$3,000 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$100 a day to a maximum of \$3,000.~~

~~The Coverage here will not duplicate any Comprehensive payments.~~ **under Comprehensive (Part 9).**

If you choose not to rent an auto, we will reimburse you up to the same amounts for taxicab fares, bus fares, and other transportation expenses.

Part 11.

Towing And Labor. Under this Part, we will pay up to the limit shown on your Coverage

~~Towing and Labor~~ Selections

Page for towing, **recovery** and labor costs incurred each time **your auto** is disabled. We will pay only for labor done at the scene to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.

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**Optional
Insurance
(Continued)**

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**Part 12.
Bodily Injury**

Sometimes an owner or operator of an auto legally responsible for **an accident** ~~an accident~~ is underinsured. Under this Part, we will pay damages for bodily injury to people

**Caused By An
Underinsured Auto.**

injured or killed as a result of certain accidents caused by someone who does not have enough insurance.

We will only pay if the injured person is legally entitled to recover from the owners or the operators of all underinsured autos. Such injured person has a claim under this Part when the limits for ~~automobile~~ **auto** bodily injury liability insurance covering the owners and operators of the legally responsible autos are:

1. Less than the limits shown for this Part on your Coverage Selections Page; and
2. Not sufficient to pay for the damages sustained by the injured person.

We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while **occupying** an auto not owned by you, or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for **your spouse, or any household member** who has a ~~Massachusetts~~ **an** auto policy of his or her own or. **We will not pay damages to or for anyone** who is covered by a

Massachusetts **an** auto policy of another **household member** providing underinsured auto insurance with higher limits.

3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a ~~Massachusetts **an**~~ auto policy of his or her own. **We will not pay damages to or for anyone who is covered by an auto policy of another household member providing underinsured auto coverage.**

~~covered by a Massachusetts auto policy of another household member providing underinsured auto coverage.~~

4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

If you are injured while **occupying your auto** and you have two or more autos insured with us with different limits, we will only pay up to the limits shown on your Coverage Selections Page for the auto you are **occupying** when injured.

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and have two or more ~~Massachusetts~~ auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more **policies which provide coverage at the same limits, we will only pay our proportionate share.**

Optional Insurance (Continued)

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~~policies which~~ We will not pay to or for:

1. You, while **occupying** an auto you own unless a premium charge is shown for that auto on your Coverage Selections Page.

~~**2.** Anyone injured while **occupying your auto** while it is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.~~

~~**4.2.** _____ Anyone injured while using an auto without the consent of the owner.~~

~~Anyone injured while an auto is being operated in any prearranged or organized organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.~~

53. Any **household member** if struck by; or while **occupying** an auto owned by that **household member** which does not have Massachusetts compulsory auto insurance.

If you or a **household member** is using an auto which you or a **household member** owns or uses regularly and a premium for this Part is not shown for that auto on the Coverage Selections Page, the most that we will pay under this Part is \$35,000 per person and \$80,000 per accident, provided additional coverage for this Part is shown on the Coverage Selections Page These are the limits we are required by law to offer.

We will reduce the damages an injured person is entitled to recover by:

1. The total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured autos.
2. The amount recovered from any legally responsible person provided the injured person is fully compensated paid for his or her damages for bodily injury.
3. The amount paid under a workers' compensation law or similar law.
4. Any expenses that are payable or would have been payable, except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy.

If only one person sustains bodily injury, we will pay any unpaid damages up to the difference between the total amount collected from the automobile auto bodily injury liability insurance covering the legally responsible owners and operators of all insured autos and the "per person" limit shown for this Part on your Coverage Selections Page. This is the most we will pay for injuries to one or more persons as the result of bodily injury to any one person in any one accident.

Subject to the "per person" limit, if two or more people sustain bodily injury and are entitled to coverage under this Part, we will pay any unpaid damages up to the difference between the automobile auto bodily injury liability insurance "per accident" limit covering the legally responsible owners and operators and the "per accident" limit shown for this Part on your Coverage Selections Page. This is the

**Optional Insurance
(Continued)**

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most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident.

**Optional
Insurance
(Continued)**

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The determination decision as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. However, in Unless otherwise agreed, all monetary awards not paid within thirty days after receipt of the award shall bear interest from the date of the award at the rate allowed by statute. In no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to

conduct a reasonable investigation and attempt settlement before arbitration can be filed.

If an injured person settles a claim as a result of an accident covered under this Part, we will pay that person only if the claim was settled with our consent. We will not be bound under this Part by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

The limits of two or more autos or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this Part, regardless of the number of autos involved, persons covered, claims made, or premiums shown on the Coverage Selections Page.

We will not make payments under this Part which duplicate payments under the underinsured auto insurance of any other auto policy.

This Part will not benefit any insurer or self-insurer under a workers' compensation law or any similar law.

This section of the policy contains general provisions which, unless otherwise noted, apply to all your coverages. It also describes some situations in which policy benefits will not be paid.

**1. Where You
Are Covered.**

Compulsory Bodily Injury To Others (Part 1) only covers accidents in Massachusetts. All the other Parts provide coverage for accidents and losses which happen in the United States or Canada. We consider United States territories and possessions and Puerto Rico to be part of the United States. We will pay for accidents and losses which happen while **your auto** is being transported between ports of the United States and Canada. **Your auto** is not covered in any other country.

**2. Our Duty To
Defend You And
Our Right To Settle.**

We have the right to defend any lawsuit brought against anyone covered under this policy for damages which might be payable under this policy. We also have a duty to defend any such lawsuit, even if it is without merit, but our duty to defend ends when we tender or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum limits of coverage under this policy. We may end our duty to defend at any time during the course of the lawsuit by tendering or paying the maximum limits of coverage under the policy without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

**3. Additional Costs
We Will Pay.**

We will pay, in addition to the limits shown for Compulsory and Optional Bodily Injury To Others (Parts 1 and 5) and Damage to Someone Else's Property (Part 4):

A. Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits you selected in any suit we defend.

B. Interest on that part of a judgment or arbitration award that is within our limits of liability which accrues after the judgment is entered or award in any suit matter we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.

C. Up to \$40 a day for loss of earnings, but not for loss of other income, to any person covered under this policy who attends hearings or trials at our request.

D. Other reasonable expenses incurred at our request.

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General Provisions And Exclusions (Continued)

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4. What Happens If You Die. If you die, we will continue coverage for the period of this policy for:

- A.** Your spouse, if a resident of your **household member** at your death.
- B.** Any legal representative to the extent he or she is responsible for maintenance or use of **your auto**.
- C.** Any person having proper temporary custody of **your auto**.

5. Our Right To Be Repaid.

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we recover more than we paid, we will pay that person the excess, less his or her proportionate share of the costs of recovery, including reasonable **attorneys' fees**. Any amount recovered, because of a payment we make under Part 3 or Part 12 of this policy shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Part 3 or Part 12. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable **attorneys' fees**.

Sometimes you or someone else may recover money from the person legally responsible for an accident and also receive money from us for the same accident. If so, the amount we paid must be repaid to us to the extent that you or someone else recovers. If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Part 3 or Part 12 of this policy, we must be repaid for any amounts so paid **but We must be repaid** only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

~~In either case we do not have to be repaid for any money we have paid under Medical Payments (Part 6).~~

**General Provisions
And Exclusions
(Continued)**

-
- 6. When You Have More Than One Auto Policy With Us.** You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies. However, claims made under Bodily Injury Caused By An Uninsured Auto (Part 3) and Bodily Injury Caused By An Underinsured Auto (Part 12) are treated differently. The difference is explained in the description of the coverage for that Part.
-
- 7. If You Go Bankrupt.** Bankruptcy or insolvency of any person covered under this policy does not relieve us of any of our obligations under this policy.
-
- 8. We Do Not Pay For Nuclear Losses, War Losses.** We will not pay under Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) for any person who is an insured under a nuclear energy liability policy or who would be an insured under such a policy had it not already exhausted its limits. We will not pay under Medical Payments (Part 6), Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Parts 7, 8 and Part 9) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion, or revolution, or any act incident to any of these causes.
-
- 9. We Do Not Pay For Ordinary Wear Or Tear.** We will not pay for damage to **your auto** which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.
-
- 10. If We Pay For A Total Loss.** If we pay for the total loss of **your auto**, we have the right, if we so choose, to take title to that auto. We also have the right, if we so choose, to take any damaged part for which we pay.
-
- 11. Repair And Payment After A Collision or Loss; If We Disagree On The Amount of Damage (Parts 7, 8 and 9).** Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9), you must allow us to have the auto appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have **your auto** repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make **your auto** available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of **your auto** if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased.
- If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have **your auto** repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

If we fail to pay you within 7 days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage plus costs and reasonable attorneys' fees. ~~If you request us to, we~~ We will pay the repair shop directly; however, if you request and the repair shop must certify certifies that it meets certain requirements. If you choose not to have **your auto** repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of **your auto** and pay you that amount less your deductible. Our payment automatically reduces the actual cash value of **your auto** if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

Sometimes there may be a disagreement as to the amount of money we owe for losses or damage to an auto. If so, Massachusetts law provides for sets forth a method of settling the disagreement. Either you or we can, within 60 days after you file your proof of loss, demand in writing that appraisers be selected. The appraisers must then follow a procedure set by law to establish the amount of damage. Their decision will be binding on you and us. You and we must share the cost of the appraisal.

12. Sales Tax. Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) we will pay, subject to your deductible, all sales taxes applicable to the loss of an auto or damage to an auto.

13. Secured Lenders. When your Coverage Selections Page shows that a lender has a secured interest in **your auto**, we will make payments under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) according to the legal interests of each party.

The secured lender's right of payment will not be invalidated affected by your acts or neglect except that. However we will not pay if the loss of or damage to **your auto** is the result of conversion, embezzlement, or secretion by you or any **household member**. Also, we will not pay the secured lender if the loss of or damage to **your auto** is the result of arson, theft or any other means of disposal committed by you or at your direction.

When we pay any secured lender we shall, to the extent of our payment, have the right to exercise any of the secured lender's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the

secured lender must do so within 30 days after the loss or damage becomes known to the secured lender.

General Provisions
And Exclusions
(Continued)

In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must be sent to the secured lender as provided in this policy.

14. No Benefits To Anyone In The Auto Business Coverage under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) shall not in any way benefit any person or organization having possession of **your auto** for the purpose of servicing, repairing, parking, storing, or transporting it, or for any similar purpose.

15. If Two Or More Autos Are Insured Under This Policy. Two or more autos may be insured under this policy. There may be different limits for each auto. If so, when someone covered under this policy is injured while a **pedestrian** or is using an auto other than **your auto** at the time of the accident, the most we will pay under any applicable Part is the highest limit shown for that Part for any one auto on your Coverage Selections Page.

16. Trailers When a **trailer** is attached to an auto, we **We** consider the **your auto** and **trailer** together to be one auto in applying the limits shown on the Coverage Selections Page under Bodily Injury To Others, Damage To Someone Else's Property and Optional Bodily Injury To Others (Parts 1, 4 and 5).

17. Premiums For Extensions Or Renewals. The premium we will charge for any extension or renewal of this policy will be in accordance with our rates and rules in effect at the time of the effective date of the extension or renewal.

18. False Information. If you or someone on your behalf gives us false, deceptive, misleading, or incomplete information in any application or policy change request, 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 of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all **household members** and customary operators required to be listed, and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under ~~Part 3 and Part 4~~ **the compulsory coverages** of this policy.

19. Changes Which Affect Premium. If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges, including. **This includes** the description, ownership, type of usage and, place of garaging of **your auto** and. **It also includes** the **household members** and individuals who customarily operate **your auto**.

20. Pre-Insurance Massachusetts law ~~requires~~ **provides** that we **may** inspect certain motor vehicles **Inspection** ~~before~~ **for** providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). ~~The required inspection of **your auto** may~~

30~~3~~

**General Provisions
And Exclusions
(Continued)**

1

~~be deferred in some cases for ten calendar days (not including legal holidays and Sundays), following the effective date of coverage, or the date on which Form B was mailed, whichever is later.~~

~~If you do not have **your auto** inspected within the time allowed, coverage for that auto will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.~~

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 decision 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.

22. Assignment. Under Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9), an assignment of interest under this policy will not bind us without our knowledge or consent. Any improper assignment shall be void and invalid. The assignee shall acquire no rights under this contract and we shall not recognize any such assignment. This limitation on assignment shall not affect our right to subrogation under this policy.

Cancellation.

Cancellation of this policy is something you should ordinarily have no reason to worry about.

You can cancel any of the Optional Insurance Parts at any time by giving us or your agent at least ~~twenty~~20 days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can, ~~of course,~~ cancel all of the Compulsory Insurance Parts ~~policy~~ by giving us or your agent at least ~~twenty~~20 days written notice.

We can cancel all ~~of~~ for any part of this policy including your Compulsory Insurance if:

1. You have not paid your ~~premium on this policy.~~ premiums.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. ~~Your~~The driver's license or auto registration of you, or any person who resides in your household and who usually operates an auto insured under this policy, has been under suspension or revocation during the policy period.
4. You fail to comply with a request for a safety inspection test for a vehicle for which total damage has been paid.

We can cancel Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) on a vehicle:

1. ~~customarily~~ Customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto related fraud, or auto theft, or
2. ~~customarily~~ Customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making a claim under those coverages, or
3. ~~customarily~~ 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, or
4. ~~for~~ 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, or
5. ~~designated~~ 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.

We may also cancel:

1. Collision (Part 7) and Limited Collision (Part 8) on a vehicle customarily driven by or owned by persons who, within three years preceding the effective date of this policy, have been involved in four or more at-fault auto accidents. An at-fault accident is one in which you or any person who customarily drives **your auto** was more than 50% at fault; and.
2. Comprehensive (Part 9) on a vehicle 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 this policy.

If the driver's license or auto registration of anyone residing in your household who usually operates **your auto** has been under suspension or revocation during the policy period, we may suspend coverage for that person under any of the Optional Insurance Parts of the policy. We may also reduce the limits available for that person under Bodily Injury Caused By An Uninsured Auto (Part 3),) and Damage To Someone Else's Property (Part 4) to the minimum limits we are required to sell.

We can cancel Towing And Labor (Part 11) for reasons other than those listed above if we do so within the first 90 days of the policy period. We can cancel, in the same manner, coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Automatic Termination.

Massachusetts law provides that your policy automatically terminates and a Notice of Cancellation will not be sent to you when:

1. You return the registration plates for **your auto** to the Registry of Motor Vehicles.
2. You purchase a new policy with another company covering **your auto** and a new Certificate of Insurance is filed with the Registry of Motor Vehicles.
3. You transfer title to **your auto**, and you do not register another auto. In this case, the policy will terminate 30 days from the date of transfer of title.

However, if more than one auto is described on the Coverage Selections Page, the termination of coverage applies only to the auto involved in any of the situations described above.

**Legal Notice
Requirement.**

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice.

In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must also be sent to the secured lender in a similar manner.

If we cancel this policy in its entirety, the cancellation is not effective unless we send the required notice to the Registry of Motor Vehicles.

~~If we cancel the policy~~ **the policy is cancelled**, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect. **If the policy is cancelled by you or by law, we may give you a refund which is less than proportional based on a "short rate" table.**

~~If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table which compensates us for our expenses in servicing your policy.~~

No refund of premium will be sent to you upon cancellation of the policy until we receive a receipt showing that the registration plates assigned to the insured motor vehicle have been returned to the Registry of Motor Vehicles or other document showing that you have replaced the insurance required by law.

If you think that we have cancelled your policy illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Renewal.

If we decide not to renew this policy or any of its Parts, we must mail our notice to your agent or to you at your last address shown on the Coverage Selections Page at least 45 days before your policy runs out. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

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When There Is An Accident Or Loss

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- First,** Call an ambulance or the police and, of course, cooperate with them.
- Help Any** Do whatever is reasonable to protect the **automobile** **auto** from further damage
- Injured Person.** or loss. **We** **Where there is coverage provided by this policy, we** will pay for any reasonable expenses incurred in doing this.
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- Second,** Under Massachusetts law, notice to the local or state police and the
Notify The Police, Registry of Motor Vehicles is required within 5 days if there is anyone
Registry Or Fire injured in an accident, no matter how slight the injury, or if there is reason
Department. to believe that there has been over \$1,000 in total property damage.
- Within 24 hours, notify both the police and us if **your auto** is stolen or if you have been involved in a hit-and-run accident. You must report a fire loss to the fire department. The notice to the police or the fire department must be on the form required by law.
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- Third,** We do not know about accidents or losses until you or someone else
File The Claim notifies us. We, or our agent, must be notified promptly of the accident
With Us. or loss by you or someone on your behalf. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses. If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts.
- If you are filing a claim for damage to **your auto**, you or someone on your behalf must file a proof of loss within 91 days after the accident.
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- Fourth,** After an accident or loss, you or anyone else covered under this policy
Cooperate must cooperate with us in the investigation, settlement and defense of any
With Us. claim or lawsuit. We must be sent copies of all legal documents in connection with the accident or loss.

We may also require you and any person seeking payment under any part of this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

If anyone makes a claim or seeks payment under Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Medical Payments, or Bodily Injury Caused By An Underinsured Auto (Parts 2, 3, 6 or 12), we have a right to require that person to be examined by doctors selected by us. If anyone seeks continuing payments under any of these Parts, we may also require additional examinations at reasonable intervals. We will pay for these examinations. We must also be authorized to obtain medical reports and other records pertinent to the claim.

Failure to cooperate with us may result in the denial of the claim.

**Remember: Defensive Driving
Can Save Your Life And Your
Money**