

# Massachusetts Automobile Insurance Policy

Please read your policy. 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 us right away.

Includes Copyrighted Material from Automobile Insurers Bureau, 2008

# CONTENTS

## Page

<b>INTRODUCTION</b> .....	3
<b>DEFINITIONS</b> .....	3
<b>OUR AGREEMENT</b> .....	4
<b>COMPULSORY INSURANCE</b>	
Part 1. Bodily Injury To Others .....	4
Part 2. Personal Injury Protection .....	5
Part 3. Bodily Injury Caused By An Uninsured Auto .....	6
Part 4. Damage To Someone Else's Property .....	7
<b>OPTIONAL INSURANCE</b>	
Part 5. Optional Bodily Injury To Others .....	9
Part 6. Medical Payments .....	11
Part 7. Collision .....	12
Part 8. Limited Collision .....	13
Part 9. Comprehensive .....	14
Part 10. Rental Reimbursement - Substitute Transportation .....	15
Part 11. Emergency Road Service .....	15
Part 12. Bodily Injury Caused By An Underinsured Auto .....	16
<b>GENERAL PROVISIONS AND EXCLUSIONS</b> .....	18
<b>CANCELLATION AND RENEWAL</b> .....	21
<b>WHEN THERE IS AN ACCIDENT OR LOSS</b> .....	22

## INTRODUCTION

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** should check the Coverage Selections Page to make sure it correctly indicates the coverages **you** purchased. Each coverage **you** purchased will be displayed along with a premium charge next to it. If a coverage is not listed for a particular vehicle or if no premium charge is shown for a coverage on a particular vehicle, **you** do not have the 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 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 **us** at 1-800-841-3000.

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.

---

## DEFINITIONS

Throughout this policy definitions are bolded when used:

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.
3. **Accident or accidental** – 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 registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).
5. **Your Auto** – means:
  - A. The vehicle or vehicles described on the Coverage Selections Page.
  - B. Any **auto**, except a motorcycle, while used as a temporary substitute for the described **auto**, with the permission of the owner, while the described **auto** is out of normal use because of a breakdown, repair, servicing, loss or destruction. The term **your auto** does not include a substitute vehicle owned by **you** or **your** spouse.
  - C. A private passenger **auto**, **trailer**, 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. Under 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**, 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 pulled by **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** that occur 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 **us** are not part of this policy.

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

---

## 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 that **you** have some Optional Insurance as a condition of **your** loan.

The amount of **your** coverage and the cost of each Part is 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 for 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 of the legally responsible person if they are entitled to Massachusetts workers' compensation benefits.

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 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 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.

## ACTION AGAINST US

No person alleging coverage under **Part 1. Bodily Injury to Others** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1. Bodily Injury to Others** unless the person alleging coverage has fully complied with all the policy's terms and conditions, and

such action is commenced no later than two years after the date the cause of action accrues.

No person or organization, including the person alleging coverage under **Part 1. Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person's liability.

Bankruptcy or insolvency of the person alleging coverage under **Part 1. Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

---

## **PART 2 - PERSONAL INJURY PROTECTION**

The benefits under this Part are commonly known as "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 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 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** payment will not operate to reduce the benefits otherwise payable under this Part.

## COMPULSORY INSURANCE (CONTINUED)

---

**We** will not pay PIP benefits to or for:

1. Anyone 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 moped.
  2. Anyone 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 who is entitled to benefits under any workers' compensation law for the same injury.
- 

When **you** purchased this Part **you** were given the choice of either excluding **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 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 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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2. Personal Injury Protection**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

---

### 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 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 any **household member** who has a Massachusetts **auto** policy of his or her own or 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** policy of his or her own, or who is covered by any Massachusetts **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** 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** an **auto you** own and which does not have Massachusetts compulsory **auto** insurance.

## COMPULSORY INSURANCE (CONTINUED)

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.

**We** will not pay for punitive or exemplary damages.

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.
3. Anyone injured while using an **auto** in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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.
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 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, 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 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, 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.

### ACTION AGAINST US

No person alleging coverage under **Part 3. Bodily Injury Caused By An Uninsured Auto**, may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3. Bodily Injury Caused By An Uninsured Auto**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an uninsured **auto** to recover damages for loss arising out of the **accident** and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured **auto**; or
- B. two years after **we** deny coverage.

If any person alleging coverage sues a person believed responsible for the **accident** without **our** written consent, **we** are not bound by any resulting judgment.

### PART 4 - DAMAGE TO SOMEONE ELSE'S PROPERTY

Under this Part, **we** will pay damages to someone else whose **auto** or other property is damaged in an **accident**. The damages **we** will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement.

## COMPULSORY INSURANCE (CONTINUED)

---

**We** will pay only if **you** or a **household member** is legally responsible for the **accident**. **We** will also pay if someone else using **your auto** with **your** consent is legally responsible for the **accident**. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.

The following are not covered:

- A. The United States of America or any of its agencies,
  - B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
  - C. The Commonwealth of Massachusetts or any of its agencies.
- 

**We** will not pay for property damage which occurs:

1. While **your auto** 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. 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. In addition to the above exclusion for the business of selling, servicing, repairing or parking **autos**, while anyone is using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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 a **household member** 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.
5. While **you** are 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.
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.
7. When the property damage is caused by anyone using an **auto** without the consent of the owner.

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

### **ACTION AGAINST US**

No person alleging coverage under **Part 4. Damage to Someone Else's Property** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 4. Damage to Someone Else's Property** unless the person alleging coverage has fully complied with all the policy's terms and conditions, and such action is commenced no later than two years after the date the cause of action accrues.

No person or organization, including the person alleging coverage under Part 4. Damage to Someone Else's Property,



## COMPULSORY INSURANCE (CONTINUED)

has a right under this policy to make **us** a defendant in an action to determine the person's liability. Bankruptcy or insolvency of the person alleging coverage under **Part 4. Damage to Someone Else's Property** or of his estate will not relieve **us** of **our** obligations.

## 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 Emergency Road Service (Part 11), **we** must sell **you** any or all of the Optional coverages **you** wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that **we** may refuse to sell Collision (Part 7) 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** for any direct and **accidental** damage to **your auto** caused by a **collision** under this policy.

As used in Optional Insurance when applied to an **auto**:

**Actual cash value** is the value of an **auto** based on a consideration of all the following factors:

- (a) the retail book value for a motor vehicle of like kind and quality, but for the damage incurred;
- (b) the price paid for the vehicle plus the value of prior improvements to the motor vehicle at the time of the accident, less appropriate depreciation;
- (c) the decrease in value of the motor vehicle resulting from prior unrelated damage which is detected by the appraiser; and
- (d) the actual cost of purchase of an available motor vehicle of like kind and quality but for the damage sustained.

**Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- (a) Are permanently installed or attached; or
- (b) Alter the appearance or performance of the vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in **your auto**, using bolts or brackets, including slide-out brackets.

**Betterment** is improvement of the **auto** or property to a value greater than its pre-loss condition.

**We** will not pay under any of the Optional coverages:

1. If the **accident** happens while **your auto** 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. For loss to **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to **us** and an endorsement to the policy has been added.
3. 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.
4. For injury or damage that is intentionally caused by **you**, **a household member** or anyone else using **your auto** with **your** consent.
5. 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**.
6. In addition to the above exclusion for the business of selling, servicing, repairing or parking autos, while anyone is using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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.

## PART 5 - OPTIONAL BODILY INJURY TO OTHERS

Under this Part, **we** will pay damages to people injured or killed in **accidents** if **you** or a **household member** is legally responsible for the **accident**. **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.

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

## OPTIONAL INSURANCE (CONTINUED)

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

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

**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 a **household member** 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** are 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.
4. For any liability assumed under any contract or agreement.
5. For punitive or exemplary damages.

If the **accident** occurs in any other state, the District of Columbia, a United States territory or possession, or in a Canadian province and **you** have purchased any coverage at all under this Part, **your** policy will automatically apply to that **accident**, as follows, if the state, the District of Columbia, United States territory or possession, or Canadian province has:

1. 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.
2. A compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state, the District of Columbia, United States territory or possession, or Canadian 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. 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**.

**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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### ACTION AGAINST US

No person alleging coverage under **Part 5. Optional Bodily Injury to Others** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 5. Optional Bodily Injury to Others** unless the person alleging coverage has fully complied with all the policy's terms and conditions, and

## OPTIONAL INSURANCE (CONTINUED)

such action is commenced no later than two years after the date the cause of action accrues.

No person or organization, including the person alleging coverage under **Part 5. Optional Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person alleging coverage liability. Bankruptcy or insolvency of the person alleging coverage under **Part 5. Optional Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

### 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 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 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 **household member** while **occupying** or struck by an **auto** owned or regularly used by **you** or any **household member** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
6. **You** while **occupying** or struck by an **auto** owned or regularly used by **you** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
7. Any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
  - (a) causing bodily injury to himself intentionally;
  - (b) while committing a felony.
8. The United States of America or any of its Agencies as an insured, a third party beneficiary or otherwise.

**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 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 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 any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 6. Medical Payments**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

## OPTIONAL INSURANCE (CONTINUED)

---

### 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless you have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/ **betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, whether or not prearranged or organized.

---

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**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 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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

## OPTIONAL INSURANCE (CONTINUED)

### 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 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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 racing speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**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. After a claim under this Part **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.

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 **auto** was legally parked when struck by another **auto**.
2. That **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 law or any similar law of another state in which the **accident** occurs. However, **we** will not pay if the operator of the **auto** covered under this Part was also convicted of one of the same violations.
4. That 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.

## OPTIONAL INSURANCE (CONTINUED)

---

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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

---

## 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 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 and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price **we** can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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. **Your** deductible does not apply to 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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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).

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

---

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**We** consider glass breakage when not involving other collision loss, and 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 \$25 a day to a maximum of \$750.

---

**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**.

## OPTIONAL INSURANCE (CONTINUED)

---

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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

---

## PART 10 - RENTAL REIMBURSEMENT- SUBSTITUTE TRANSPORTATION

Under this Part, **we** will reimburse **you** in certain situations up to the limits shown on **your** Coverage Selections Page as Rental Reimbursement. **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.

**We** will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. 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 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 limits under this Part, the most **we** will pay under Comprehensive (Part 9) and 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.

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.

Reimbursement for rental charges and transportation expenses shall end the earliest of when **your auto** has been:

1. Returned to **you**;
2. Repaired;
3. Replaced; or
4. If **your auto** is deemed by **us** to be a total loss, then seventy two (72) hours after **we** pay the applicable limit of liability under Part 7, Part 8, or Part 9.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

---

## PART 11 - EMERGENCY ROAD SERVICE

If **you** have purchased Emergency Road Service, **we** will pay reasonable expenses **you** or a **household member** incur, or other person using **your auto** with **your** permission incurs, for:

1. mechanical labor up to one hour at the place of breakdown;
2. lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;

## OPTIONAL INSURANCE (CONTINUED)

---

3. if it will not run, towing to the nearest repair facility where the necessary repairs can be made;
  4. towing it out if it is stuck on or immediately next to a public highway;
  5. delivery of gas, oil, loaned battery, or change of tire. **WE DO NOT PAY FOR THE COST OF THE GAS, OIL, LOANED BATTERY, OR TIRE(S).**
- 

### OBTAINING SERVICE UNDER THIS COVERAGE

You may secure service under this amendment in the following manner:

#### SIGN AND DRIVE

The first method, called "sign and drive", features a toll-free number in which the insured calls a GEICO Emergency Road Service representative who will dispatch a service vendor. Upon verification of Emergency Road Service (ERS) coverage, reasonable and necessary charges for covered services provided will be automatically billed to the Company by the service vendor. The insured need only sign a receipt at the time of service which authorizes the Company to directly pay the service vendor. Any additional mileage, other fees not specifically addressed above, or lockout services in excess of \$100 will be at the insured's expense.

#### HIRED SERVICES

The second method occurs when the insured does not use the sign and drive feature described above and hires services without prior approval from the Emergency Road Service (ERS) Department. Upon verification of Emergency Road Service (ERS) coverage, an insured will be reimbursed for covered services provided, up to a limit of \$50. Lockout services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within three years of service.

There will be a limit of one reimbursement per disablement.

#### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

---

### 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 automobile 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 any **household member** who has a Massachusetts **auto** policy of his or her own or who is covered by a Massachusetts **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 **auto** policy of his or her own or who is 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 while **occupying your auto** 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.

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.

**We** will not pay to or for:



## OPTIONAL INSURANCE (CONTINUED)

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.
3. Anyone injured while using an **auto** without the consent of the owner.
4. Anyone injured while an **auto** is being operated in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.
5. Any **household member** if struck by, or while **occupying** an **auto** owned by that **household member** which does not have Massachusetts compulsory **auto** insurance.
6. Anyone injured while an **auto** is participating in an organized automobile track event.
7. Punitive or exemplary damages.

**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 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 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 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 determination 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 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.

### **ACTION AGAINST US**

No person alleging coverage under **Part 12. Bodily Injury Caused By An Underinsured** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 12. Bodily Injury Caused By An Underinsured Auto**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an underinsured **auto** to recover damages for loss arising out of the **accident** and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an underinsured **auto**; or
- B. two years after **we** deny coverage.

## OPTIONAL INSURANCE (CONTINUED)

If any person alleging coverage sues a person believed responsible for the **accident** without our written consent, **we** are not bound by any resulting judgment.

### GENERAL PROVISIONS AND EXCLUSIONS

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 or has been awarded a judgment without **our** consent, **we** will not be bound by that settlement or judgment.

#### 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 calculated on that part of a judgment that is within **our** limit of liability and accruing after judgment, and until **we** pay, offer to pay, or deposit in court, the amount due under this coverage.
- C. Up to \$50 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 resident of **your** household 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** then 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 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 these Parts.

---

### 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, or Terrorism

**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 any optional coverages (Parts 5, 6, 7, 8, 9, 10, 11, and 12) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion, terrorism or revolution or any act incident to any of these.

---

### 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, 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** will pay the repair shop directly; however, the repair shop must certify 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 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 by your acts or neglect except that **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**.

---

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

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 Optional Bodily Injury To Others, Medical Payments, Collision, Limited Collision, Comprehensive and Bodily Injury Caused By An Underinsured Auto (Parts 5, 6, 7, 8, 9, and 12) 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** consider the **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 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 but not limited to the description, ownership, type of usage and place of garaging of **your auto**; and the **household members** and individuals who customarily operate **your auto**.

---

### 20. Pre-Insurance Inspection

Massachusetts law requires that **we** inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). The required inspection of **your auto** may 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 the state approved Form B/pre-insurance inspection form 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. Assignment

With respect to Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) an assignment of interest under this policy will not bind **us** without **our** consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee shall acquire no rights under this contract and **we** shall not recognize any such assignment. This limitation upon assignment shall not affect **our** right to subrogation under this contract.

---

### 22. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Massachusetts.

---

### 23. ARBITRATION (Parts 1, 2, 4, 5, 6, 10, 11)

Under Parts 1, 2, 4, 5, 6, 10, and 11, if any person making claim and **we** do not agree that such person is legally entitled to recover damages, or the amount of payment, then the person making claim and **we** may elect by mutual agreement at the time of the dispute to settle the matter by arbitration. Arbitration pursuant to this contract

---

---

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

under Parts 1, 2, 4, 5, 6, 10, and 11 shall be subject to the following:

1. Each party will select an arbitrator and the two arbitrators so named will select a third arbitrator. Each party shall pay its own arbitrator, attorney fees, costs of arbitration, fees of experts and 50% of the third arbitrator's fees to the extent allowed by law.
2. No arbitrator shall have the authority to award punitive damages or attorney's fees;
3. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
4. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

If such arbitrators are not selected within 45 days of such request, either party may request that the matter be submitted for arbitration to the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Unless both parties agree otherwise, arbitration will take place in the county and state in which the person making claim lives.

---

## CANCELLATION AND RENEWAL

---

### 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. 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 by giving **us** written notice.

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

1. **You** have not paid **your** premium on this policy;
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; or
3. There is a suspension or revocation during the policy period of the operator's license or motor vehicle registration of **you** or any other person residing in the same household as **you** and who usually operates a motor vehicle insured under the policy.
4. **You** fail to comply with a request for a motor vehicle safety inspection test for a vehicle that was previously totaled in a prior accident;
5. **You** fail to complete and furnish **us** with a renewal application on a form prescribed by the Commissioner at least 30 days before the expiration of the previous policy period.

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** and Damage To Someone Else's Property (Parts 3 and 4) to the minimum limits **we** are required to sell.

**We** can cancel Emergency Road Service (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, for reasons other than those listed above if **we** do so within the first 90 days of the policy period, 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**.

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.

---

## CANCELLATION AND RENEWAL (CONTINUED)

---

If the policy is cancelled, the amount of **your** refund will be determined by a pro-rata calculation based on the number of days the policy was in effect.

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 our decision. **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 **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.

---

## WHEN THERE IS AN ACCIDENT OR LOSS

---

### First, Help Any Injured Person

Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the automobile from further damage or loss. **We** will pay for any reasonable expenses incurred in doing this.

### Second, Notify the Police, Registry Or Fire Department

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. 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.

### Third, File The Claim With Us

**We** do not know about **accidents** or losses until **you** or someone else notifies **us**. **We** 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.

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**.

---

### Fourth, Cooperate With Us

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.

**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.



W. C. E. Robinson  
Secretary



O. M. Nicely  
President

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

# Massachusetts Automobile Insurance Policy

Please read your policy. 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 us right away.

Includes Copyrighted Material from Automobile Insurers Bureau, 2008



# CONTENTS

## Page

<b>INTRODUCTION</b> .....	3
<b>DEFINITIONS</b> .....	3
<b>OUR AGREEMENT</b> .....	4
<b>COMPULSORY INSURANCE</b>	
Part 1. Bodily Injury To Others .....	4
Part 2. Personal Injury Protection .....	4
Part 3. Bodily Injury Caused By An Uninsured Auto .....	6
Part 4. Damage To Someone Else's Property .....	7
<b>OPTIONAL INSURANCE</b>	
Part 5. Optional Bodily Injury To Others .....	8
Part 6. Medical Payments .....	9
Part 7. Collision .....	10
Part 8. Limited Collision .....	11
Part 9. Comprehensive .....	12
Part 10. Rental Reimbursement - Substitute Transportation .....	13
Part 11. Emergency Road Service .....	13
Part 12. Bodily Injury Caused By An Underinsured Auto .....	14
<b>GENERAL PROVISIONS AND EXCLUSIONS</b> .....	15
<b>CANCELLATION AND RENEWAL</b> .....	18
<b>WHEN THERE IS AN ACCIDENT OR LOSS</b> .....	19

## INTRODUCTION

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** should check the Coverage Selections Page to make sure it correctly indicates the coverages **you** purchased. Each coverage **you** purchased will be displayed along with a premium charge next to it. If a coverage is not listed for a particular vehicle or if no premium charge is shown for a coverage on a particular vehicle, **you** do not have the 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 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 **us** at 1-800-841-3000.

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.

---

## DEFINITIONS

Throughout this policy definitions are bolded when used:

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.
3. **Accident** or **accidental** – 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 registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).
5. **Your Auto** – means:
  - A. The vehicle or vehicles described on the Coverage Selections Page.
  - B. Any **auto**, except a motorcycle, while used as a temporary substitute for the described **auto**, with the permission of the owner, while the described **auto** is out of normal use because of a breakdown, repair, servicing, loss or destruction. The term **your auto** does not include a substitute vehicle owned by **you** or **your** spouse.
  - C. A private passenger **auto**, **trailer**, 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. Under 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**, 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 pulled by **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** that occur 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 **us** are not part of this policy.

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

---

## 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 that **you** have some Optional Insurance as a condition of **your** loan.

The amount of **your** coverage and the cost of each Part is 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 for 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 of the legally responsible person if they are entitled to Massachusetts workers' compensation benefits.

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 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 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.

---

## [ACTION AGAINST US](#)

[No person alleging coverage under Part 1. Bodily Injury to Others may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 1. Bodily Injury to Others unless the person alleging coverage has fully complied with all the policy's terms and conditions, and such action is commenced no later than two years after the date the cause of action accrues.](#)

No person or organization, including the person alleging coverage under **Part 1. Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person's liability.

Bankruptcy or insolvency of the person alleging coverage under **Part 1. Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

---

## **PART 2 - PERSONAL INJURY PROTECTION**

The benefits under this Part are commonly known as "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 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.

## COMPULSORY INSURANCE (CONTINUED)

---

**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 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** payment will not operate to reduce the benefits otherwise payable under this Part.

---

**We** will not pay PIP benefits to or for:

1. Anyone 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 moped.
  2. Anyone 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 who is entitled to benefits under any workers’ compensation law for the same injury.
- 

When **you** purchased this Part **you** were given the choice of either excluding **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 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.

## COMPULSORY INSURANCE (CONTINUED)

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 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.

### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 2. Personal Injury Protection, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

### **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 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 any **household member** who has a Massachusetts **auto** policy of his or her own or 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** policy of his or her own, or who is covered by any Massachusetts **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** 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** 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.

**We** will not pay for punitive or exemplary damages.

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.
3. Anyone injured while using an **auto** in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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.
2. The amount paid under a workers' compensation law or similar law.

### COMPULSORY INSURANCE (CONTINUED)

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.

## COMPULSORY INSURANCE (CONTINUED)

The determination 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, 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 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, 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.

### ACTION AGAINST US

No person alleging coverage under **Part 3. Bodily Injury Caused By An Uninsured Auto**, may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3. Bodily Injury Caused By An Uninsured Auto**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an uninsured **auto** to recover damages for loss arising out of the **accident** and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured **auto**; or
- B. two years after **we** deny coverage.

If any person alleging coverage sues a person believed responsible for the **accident** without **our** written consent, **we** are not bound by any resulting judgment.

### PART 4 - DAMAGE TO SOMEONE ELSE'S PROPERTY

Under this Part, **we** will pay damages to someone else whose **auto** or other property is damaged in an **accident**. The damages **we** will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. **We** will pay only if **you** or a **household member** is legally responsible for the **accident**. **We** will also pay if someone else using **your auto** with **your** consent is legally responsible for the **accident**. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property. ~~Damages do not include compensation for any diminution of value claimed to result from the loss.~~

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

**We** will not pay for property damage which occurs:

1. While **your auto** 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. 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. In addition to the above exclusion for the business of selling, servicing, repairing or parking **autos**, while anyone is



## COMPULSORY INSURANCE (CONTINUED)

using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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 a **household member** 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.
5. While **you** are 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.
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.
7. When the property damage is caused by anyone using an **auto** without the consent of the owner.

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

### **ACTION AGAINST US**

No person alleging coverage under Part 4. Damage to Someone Else's Property may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 4. Damage to Someone Else's Property unless the person alleging coverage has fully complied with all the policy's terms and conditions, and such action is commenced no later than two years after the date the cause of action accrues.

No person or organization, including the person alleging coverage under Part 4. Damage to Someone Else's Property has a right under this policy to make us a defendant in an action to determine the person's liability.

Bankruptcy or insolvency of the person alleging coverage under Part 4. Damage to Someone Else's Property or of his estate will not relieve us of our obligations.

---

### **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 Emergency Road Service (Part 11), **we** must sell **you** any or all of the Optional coverages **you** wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that **we** may refuse to sell Collision (Part 7) 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** for any direct and **accidental** damage to **your auto** caused by a **collision** under this policy.

As used in Optional Insurance when applied to an auto:

Actual cash value is the value of an auto based on a consideration of all the following factors:

(a) the retail book value for a motor vehicle of like kind and quality, but for the damage incurred;

(b) the price paid for the vehicle plus the value of prior improvements to the motor vehicle at the time of the accident, less appropriate depreciation;

(c) the decrease in value of the motor vehicle resulting from prior unrelated damage which is detected by the appraiser; and

(d) the actual cost of purchase of an available motor vehicle of like kind and quality but for the damage sustained.

**Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- (a) Are permanently installed or attached; or
- (b) Alter the appearance or performance of the vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in **your auto**, using bolts or brackets, including slide-out brackets.

**Betterment** is improvement of the **auto** or property to a value greater than its pre-loss condition.

---

**We** will not pay under any of the Optional coverages:

1. If the **accident** happens while **your auto** 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. For loss to **custom parts or equipment** unless the existence of those **custom parts or equipment** has been

previously reported to **us** and an endorsement to the policy has been added.

3. 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.
  4. For injury or damage that is intentionally caused by **you**, a **household member** or anyone else using **your auto** with **your** consent.
  5. 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**.
  6. In addition to the above exclusion for the business of selling, servicing, repairing or parking autos, while anyone is using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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.
- 

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

Under this Part, **we** will pay damages to people injured or killed in **accidents** if **you** or a **household member** is legally responsible for the **accident**. **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.

This Part is similar to Compulsory Bodily Injury To Others (Part 1). Like the Compulsory Part, this Part pays for **accidents** involving **your auto** in Massachusetts. Also like the Compulsory Part, this Part 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 coverage for injuries to guest occupants and for **accidents** occurring outside Massachusetts.

## OPTIONAL INSURANCE (CONTINUED)

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

**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 a **household member** 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** are 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.
4. For any liability assumed under any contract or agreement.
5. For punitive or exemplary damages.

If the **accident** occurs in any other state, the District of Columbia, a United States territory or possession, or in a Canadian province and **you** have purchased any coverage at all under this Part, **your** policy will automatically apply to that **accident**, as follows, if the state, the District of Columbia, United States territory or possession, or Canadian province has:

1. 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.
2. A compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state, the District of Columbia, United States territory or possession, or Canadian 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. 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**.

**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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### [ACTION AGAINST US](#)

[No person alleging coverage under Part 5. Optional Bodily Injury to Others may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 5. Optional Bodily Injury to Others unless the person alleging coverage has fully complied with all the policy's terms and conditions, and such action is commenced no later than two years after the date the cause of action accrues.](#)

## OPTIONAL INSURANCE (CONTINUED)

No person or organization, including the person alleging coverage under **Part 5. Optional Bodily Injury to Others** has a right under this policy to make **us** a defendant in an action to determine the person's liability.

Bankruptcy or insolvency of the person alleging coverage under **Part 5. Optional Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

---

### **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**.

## OPTIONAL INSURANCE (CONTINUED)

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 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 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 **household member** while **occupying** or struck by an **auto** owned or regularly used by **you** or any **household member** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
6. **You** while **occupying** or struck by an **auto** owned or regularly used by **you** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
7. Any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
  - (a) causing bodily injury to himself intentionally;
  - (b) while committing a felony.
8. The United States of America or any of its Agencies as an insured, a third party beneficiary or otherwise.

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 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 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 any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most we will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most we will pay is the required minimum limits.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 6. Medical Payments, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

## 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

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 most we will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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

### OPTIONAL INSURANCE (CONTINUED)

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, whether or not prearranged or organized.

## OPTIONAL INSURANCE (CONTINUED)

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**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 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.

### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### **SALVAGE**

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If you or the Lienholder ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. You or the Lienholder may purchase the salvage from us.

## **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 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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



## OPTIONAL INSURANCE (CONTINUED)

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 racing speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

## OPTIONAL INSURANCE (CONTINUED)

**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. After a claim under this Part **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.

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 **auto** was legally parked when struck by another **auto**.
2. That **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 law or any similar law of another state in which the **accident** occurs. However, **we** will not pay if the operator of the **auto** covered under this Part was also convicted of one of the same violations.
4. That 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.

### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### **SALVAGE**

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If you or the Lienholder ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. You or the Lienholder may purchase the salvage from us.

## **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 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 and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price **we** can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or**

**equipment**, not to exceed the **actual cash value** of the vehicle. **ALL INSURANCE (CONTINUED)**

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. **Your** deductible does not apply to 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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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).

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

## OPTIONAL INSURANCE (CONTINUED)

---

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**We** consider glass breakage when not involving other collision loss, and 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 \$25 a day to a maximum of \$750.

---

**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.

### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### **SALVAGE**

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If you or the Lienholder ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. You or the Lienholder may purchase the salvage from us.

---

## **PART 10 - RENTAL REIMBURSEMENT - SUBSTITUTE TRANSPORTATION**

Under this Part, **we** will reimburse **you** in certain situations up to the limits shown on **your** Coverage Selections Page as Rental Reimbursement. **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.

**We** will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. 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 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 limits under this Part, the most **we** will pay under Comprehensive (Part 9) and this Part is up to \$45 a day to a maximum of

## OPTIONAL INSURANCE (CONTINUED)

\$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.

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.

Reimbursement for rental charges and transportation expenses shall end the earliest of when **your auto** has been:

1. Returned to **you**;
2. Repaired;
3. Replaced; or
4. If **your auto** is deemed by **us** to be a total loss, then seventy two (72) hours after **we** pay the applicable limit of liability under Part 7, Part 8, or Part 9.

### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

## OPTIONAL INSURANCE (CONTINUED)

### PART 11 - EMERGENCY ROAD SERVICE

If **you** have purchased Emergency Road Service, **we** will pay reasonable expenses **you** or a **household member** incur, or other person using **your auto** with **your** permission incurs, for:

1. mechanical labor up to one hour at the place of breakdown;
2. lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;
3. if it will not run, towing to the nearest repair facility where the necessary repairs can be made;
4. towing it out if it is stuck on or immediately next to a public highway;
5. delivery of gas, oil, loaned battery, or change of tire. **WE DO NOT PAY FOR THE COST OF THE GAS, OIL, LOANED BATTERY, OR TIRE(S).**

### OBTAINING SERVICE UNDER THIS COVERAGE

**You** may secure service under this amendment in the following manner:

#### SIGN AND DRIVE

The first method, called "sign and drive", features a toll-free number in which the insured calls a GEICO Emergency Road Service representative who will dispatch a service vendor. Upon verification of Emergency Road Service (ERS) coverage, reasonable and necessary charges for covered services provided will be automatically billed to the Company by the service vendor. The insured need only sign a receipt at the time of service which authorizes the Company to directly pay the service vendor. Any additional mileage, other fees not specifically addressed above, or lockout services in excess of \$100 will be at the insured's expense.

#### HIRED SERVICES

The second method occurs when the insured does not use the sign and drive feature described above and hires services without prior approval from the Emergency Road Service (ERS) Department. Upon verification of Emergency Road Service (ERS) coverage, an insured will be reimbursed for covered services provided, up to a limit of \$50. Lockout services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within three years of service.

There will be a limit of one reimbursement per disablement.

#### [ACTION AGAINST US](#)

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### 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 automobile 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 any **household member** who has a Massachusetts **auto** policy of his or her own or who is covered by a Massachusetts **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 **auto** policy of his or her own or who is 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 while **occupying your auto** and have two or more Massachusetts **auto** policies which provide

**OPTIONAL INSURANCE (CONTINUED)**

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.

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.

**We** will not pay to or for:

## OPTIONAL INSURANCE (CONTINUED)

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.
3. Anyone injured while using an **auto** without the consent of the owner.
4. Anyone injured while an **auto** is being operated in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.
5. Any **household member** if struck by, or while **occupying** an **auto** owned by that **household member** which does not have Massachusetts compulsory **auto** insurance.
6. Anyone injured while an **auto** is participating in an organized automobile track event.
7. Punitive or exemplary damages.

**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 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 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 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 determination 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 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.

### **ACTION AGAINST US**

No person alleging coverage under **Part 12. Bodily Injury Caused By An Underinsured** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 12.**

**Bodily Injury Caused By An Underinsured Auto**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an underinsured **auto** to recover damages for loss arising out of the **accident** and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an underinsured **auto**; or
- B. two years after **we** deny coverage.



## OPTIONAL INSURANCE (CONTINUED)

If any person alleging coverage sues a person believed responsible for the **accident** without our written consent, **we** are not bound by any resulting judgment.

### GENERAL PROVISIONS AND EXCLUSIONS

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

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

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 or has been awarded a judgment without **our** consent, **we** will not be bound by that settlement or judgment.

---

### 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 calculated on that part of a judgment that is within **our** limit of liability and accruing after judgment, and until **we** pay, offer to pay, or deposit in court, the amount due under this coverage.
  - C. Up to \$50 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 resident of **your** household 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** then 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 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).

---

### 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 these Parts.

---

### 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, or Terrorism

**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.

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

**We** will not pay under any optional coverages (Parts 5, 6, 7, 8, 9, 10, 11, and 12) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion, terrorism or revolution or any act incident to any of these.

---

### 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, 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** will pay the repair shop directly; however, the repair shop must certify 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 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 by **your** acts or neglect except that **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 Optional Bodily Injury To Others, Medical Payments, Collision, Limited Collision, Comprehensive and Bodily Injury Caused By An Underinsured Auto (Parts 5, 6, 7, 8, 9, and 12) 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.

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

### 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** consider the **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 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 but not limited to the description, ownership, type of usage and place of garaging of **your auto**; and the **household members** and individuals who customarily operate **your auto**.

### 20. Pre-Insurance Inspection

Massachusetts law requires that **we** inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). The required inspection of **your auto** may 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 the state approved Form B/pre-insurance inspection form 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. Assignment

With respect to Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) an assignment of interest under this policy will not bind **us** without **our** consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee shall acquire no rights under this contract and **we** shall not recognize any such assignment. This limitation upon assignment shall not affect **our** right to subrogation under this contract.

### 22. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Massachusetts.

### 23. ARBITRATION (Parts 1, 2, 4, 5, 6, 10, 11)

Under Parts 1, 2, 4, 5, 6, 10, and 11, if any person making claim and **we** do not agree that such person is legally entitled to recover damages, or the amount of payment, then the person making claim and **we** may elect by mutual agreement at the time of the dispute to settle the matter by arbitration. Arbitration pursuant to this contract under Parts 1, 2, 4, 5, 6, 10, and 11 shall be subject to the following:

1. Each party will select an arbitrator and the two arbitrators so named will select a third arbitrator. Each party shall pay its own arbitrator, attorney fees, costs of arbitration, fees of experts and 50% of the third arbitrator's fees to the extent allowed by law.
2. No arbitrator shall have the authority to award punitive damages or attorney's fees;
3. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
4. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

If such arbitrators are not selected within 45 days of such request, either party may request that the matter be submitted for arbitration to the American Arbitration Association. Judgment upon the award rendered by the

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

[arbitrators may be entered in any court having jurisdiction thereof. Unless both parties agree otherwise, arbitration will take place in the county and state in which the person making claim lives.](#)

---

### CANCELLATION AND RENEWAL

---

#### 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. 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 by giving **us** written notice.

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

1. **You** have not paid **your** premium on this policy;
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; or
3. There is a suspension or revocation during the policy period of the operator's license or motor vehicle registration of **you** or any other person residing in the same household as **you** and who usually operates a motor vehicle insured under the policy.
4. **You** fail to comply with a request for a motor vehicle safety inspection test for a vehicle that was previously totaled in a prior accident;

---

## CANCELLATION AND RENEWAL (CONTINUED)

---

5. **You** fail to complete and furnish **us** with a renewal application on a form prescribed by the Commissioner at least 30 days before the expiration of the previous policy period.

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** and Damage To Someone Else's Property (Parts 3 and 4) to the minimum limits **we** are required to sell.

**We** can cancel Emergency Road Service (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, for reasons other than those listed above if **we** do so within the first 90 days of the policy period, 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**.

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 calculation based on the number of days the policy was in effect.

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 our decision. **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 **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.

---

## WHEN THERE IS AN ACCIDENT OR LOSS

---

### First, Help Any Injured Person

Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the automobile from further damage or loss. **We** will pay for any reasonable expenses incurred in doing this.

### Second, Notify the Police, Registry Or Fire Department

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. 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.

## WHEN THERE IS AN ACCIDENT OR LOSS (CONTINUED)

### Third, File The Claim With Us

**We** do not know about **accidents** or losses until **you** or someone else notifies **us**. **We** 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.

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**.

---

### Fourth, Cooperate With Us

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.

**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.



W. C. E. Robinson  
Secretary



O. M. Nicely  
President

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

FORM UTILIZATION LIST

Automobile Policy Amendment - Mechanical Breakdown Insurance	A180-MA (5-09)
Automobile Policy Amendment - Additional Interest/Additional Insured - Lessor	A-209 (5-09)
Automobile Policy Amendment - Suspension of Coverage	UE-11-MA (05-09)
Automobile Policy Amendment - Reinstatement of Coverage	UE-12-MA (05-09)
Automobile Policy Endorsement - Suspension of Coverage and Reduction of Limits	UE-147 (05-09)
Automobile Policy Endorsement - Agreed Amount Coverage - Comprehensive	UE-150 (05-09)
Automobile Policy Endorsement - \$100 Glass Deductible - Comprehensive	UE-159 (05-09)
Automobile Policy Endorsement - Transportation of Fellow Employees, Students or Others	UE-162 (05-09)
Automobile Policy Endorsement - Trust Endorsement	UE-164 (05-09)
Automobile Policy Endorsement - Waiver of Deductible	UE-165 (05-09)
Automobile Policy Endorsement - Insurance for Custom Parts and Equipment	UE-315 (05-09)
Automobile Policy Amendment - Loss Payable Clause	UE-316-D (05-09)
Automobile Policy Amendment - Automobiles Hired Under Long Term Contract	UE-5-MA (05-09)

All forms were filed under Serff Tracking No. GECC-126073709 and approved on 5/15/09.



GOVERNMENT EMPLOYEES INSURANCE COMPANY  
GEICO GENERAL INSURANCE COMPANY

AUTOMOBILE

MASSACHUSETTS - CHANGE SHEET

**FORMS SECTION**

The following revised form is to be placed on file:

**Revised Form:**  
A-30-MA (04-12)

**Withdrawn:**  
A-30-MA (05-09)  
A-54-MA (04-11)

# Massachusetts Automobile Insurance Policy

Please read your policy. 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 us right away.

Includes Copyrighted Material from Automobile Insurers Bureau, 2008

# CONTENTS

## Page

<b>INTRODUCTION</b> .....	3
<b>DEFINITIONS</b> .....	3
<b>OUR AGREEMENT</b> .....	4
<b>COMPULSORY INSURANCE</b>	
Part 1. Bodily Injury To Others .....	4
Part 2. Personal Injury Protection .....	5
Part 3. Bodily Injury Caused By An Uninsured Auto .....	6
Part 4. Damage To Someone Else's Property .....	7
<b>OPTIONAL INSURANCE</b>	
Part 5. Optional Bodily Injury To Others .....	9
Part 6. Medical Payments .....	11
Part 7. Collision .....	12
Part 8. Limited Collision .....	13
Part 9. Comprehensive .....	14
Part 10. Rental Reimbursement - Substitute Transportation .....	15
Part 11. Emergency Road Service .....	15
Part 12. Bodily Injury Caused By An Underinsured Auto .....	16
<b>GENERAL PROVISIONS AND EXCLUSIONS</b> .....	18
<b>CANCELLATION AND RENEWAL</b> .....	21
<b>WHEN THERE IS AN ACCIDENT OR LOSS</b> .....	22

## INTRODUCTION

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** should check the Coverage Selections Page to make sure it correctly indicates the coverages **you** purchased. Each coverage **you** purchased will be displayed along with a premium charge next to it. If a coverage is not listed for a particular vehicle or if no premium charge is shown for a coverage on a particular vehicle, **you** do not have the 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 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 **us** at 1-800-841-3000.

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.

---

## DEFINITIONS

Throughout this policy definitions are bolded when used:

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.
3. **Accident or accidental** – 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 registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).
5. **Your Auto** – means:
  - A. The vehicle or vehicles described on the Coverage Selections Page.
  - B. Any **auto**, except a motorcycle, while used as a temporary substitute for the described **auto**, with the permission of the owner, while the described **auto** is out of normal use because of a breakdown, repair, servicing, loss or destruction. The term **your auto** does not include a substitute vehicle owned by **you** or **your** spouse.
  - C. A private passenger **auto**, **trailer**, 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. Under 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**, 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 pulled by **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** that occur 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 **us** are not part of this policy.

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

---

## 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 that **you** have some Optional Insurance as a condition of **your** loan.

The amount of **your** coverage and the cost of each Part is 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 for 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 of the legally responsible person if they are entitled to Massachusetts workers' compensation benefits.

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 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 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.

## ACTION AGAINST US

No person alleging coverage under **Part 1. Bodily Injury to Others**, may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1. Bodily Injury to Others**:

- (a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and
- (b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined; either
  - (i) By a final judgment against the person alleging coverage after actual trial; or
  - (ii) By written agreement of the person alleging coverage, the claimant and **us**.

Such action must be commenced no later than two years after the date the cause of action accrues. A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits for this coverage. No person or organization, including the person alleging coverage under **Part 1. Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person's liability. Bankruptcy or insolvency of the person alleging coverage under **Part 1. Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

---

## **PART 2 - PERSONAL INJURY PROTECTION**

The benefits under this Part are commonly known as "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 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 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** payment will not operate to reduce the benefits otherwise payable under this Part.

## COMPULSORY INSURANCE (CONTINUED)

---

**We** will not pay PIP benefits to or for:

1. Anyone 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 moped.
  2. Anyone 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 who is entitled to benefits under any workers' compensation law for the same injury.
- 

When **you** purchased this Part **you** were given the choice of either excluding **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 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 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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2. Personal Injury Protection**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

---

### 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 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 any **household member** who has a Massachusetts **auto** policy of his or her own or 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** policy of his or her own, or who is covered by any Massachusetts **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** 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** an **auto you** own and which does not have Massachusetts compulsory **auto** insurance.

## COMPULSORY INSURANCE (CONTINUED)

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.

**We** will not pay for punitive or exemplary damages.

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.
3. Anyone injured while using an **auto** in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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.
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 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, 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 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, 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.

### ACTION AGAINST US

No person alleging coverage under **Part 3. Bodily Injury Caused By An Uninsured Auto**, may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3. Bodily Injury Caused By An Uninsured Auto**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an uninsured **auto** to recover damages for loss arising out of the **accident** and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured **auto**; or
- B. two years after **we** deny coverage.

If any person alleging coverage sues a person believed responsible for the **accident** without **our** written consent, **we** are not bound by any resulting judgment.

### PART 4 - DAMAGE TO SOMEONE ELSE'S PROPERTY

Under this Part, **we** will pay damages to someone else whose **auto** or other property is damaged in an **accident**. The damages **we** will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement.



## COMPULSORY INSURANCE (CONTINUED)

We will pay only if **you** or a **household member** is legally responsible for the **accident**. We will also pay if someone else using **your auto** with **your** consent is legally responsible for the **accident**. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property. Damages do not include compensation for any diminution of value claimed to result from the loss.

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

We will not pay for property damage which occurs:

1. While **your auto** 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. 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. In addition to the above exclusion for the business of selling, servicing, repairing or parking **autos**, while anyone is using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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 a **household member** 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.
5. While **you** are 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.
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.
7. When the property damage is caused by anyone using an **auto** without the consent of the owner.

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

### ACTION AGAINST US

No person alleging coverage under **Part 4. Damage to Someone Else's Property** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 4.**

#### Damage to Someone Else's Property:

- (a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and
- (b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined; either
  - (i) By a final judgment against the person alleging coverage after actual trial; or
  - (ii) By written agreement of the person alleging coverage, the claimant and **us**.

Such action must be commenced no later than two years after the date the cause of action accrues.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the person alleging coverage under **Part 4. Damage to Someone Else's Property**,

## COMPULSORY INSURANCE (CONTINUED)

has a right under this policy to make **us** a defendant in an action to determine the person's liability. Bankruptcy or insolvency of the person alleging coverage under **Part 4. Damage to Someone Else's Property** or of his estate will not relieve **us** of **our** obligations.

## 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 Emergency Road Service (Part 11), **we** must sell **you** any or all of the Optional coverages **you** wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that **we** may refuse to sell Collision (Part 7) 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** for any direct and **accidental** damage to **your auto** caused by a **collision** under this policy.

As used in Optional Insurance when applied to an **auto**:

**Actual cash value** is the value of an **auto** based on a consideration of all the following factors:

- (a) the retail book value for a motor vehicle of like kind and quality, but for the damage incurred;
- (b) the price paid for the vehicle plus the value of prior improvements to the motor vehicle at the time of the accident, less appropriate depreciation;
- (c) the decrease in value of the motor vehicle resulting from prior unrelated damage which is detected by the appraiser; and
- (d) the actual cost of purchase of an available motor vehicle of like kind and quality but for the damage sustained.

**Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- (a) Are permanently installed or attached; or
- (b) Alter the appearance or performance of the vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in **your auto**, using bolts or brackets, including slide-out brackets.

**Betterment** is improvement of the **auto** or property to a value greater than its pre-loss condition.

**We** will not pay under any of the Optional coverages:

1. If the **accident** happens while **your auto** 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. For loss to **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to **us** and an endorsement to the policy has been added.
3. 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.
4. For injury or damage that is intentionally caused by **you**, **a household member** or anyone else using **your auto** with **your** consent.
5. 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**.
6. In addition to the above exclusion for the business of selling, servicing, repairing or parking autos, while anyone is using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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.

## PART 5 - OPTIONAL BODILY INJURY TO OTHERS

Under this Part, **we** will pay damages to people injured or killed in **accidents** if **you** or a **household member** is legally responsible for the **accident**. **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.

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

## OPTIONAL INSURANCE (CONTINUED)

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

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

**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 a **household member** 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** are 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.
4. For any liability assumed under any contract or agreement.
5. For punitive or exemplary damages.

If the **accident** occurs in any other state, the District of Columbia, a United States territory or possession, or in a Canadian province and **you** have purchased any coverage at all under this Part, **your** policy will automatically apply to that **accident**, as follows, if the state, the District of Columbia, United States territory or possession, or Canadian province has:

1. 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.
2. A compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state, the District of Columbia, United States territory or possession, or Canadian 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. 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**.

**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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### **ACTION AGAINST US**

No person alleging coverage under **Part 5. Optional Bodily Injury to Others**, may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 5. Optional Bodily Injury to Others**:

- (a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and

## OPTIONAL INSURANCE (CONTINUED)

- (b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined; either
- (i) By a final judgment against the person alleging coverage after actual trial; or
  - (ii) By written agreement of the person alleging coverage, the claimant and **us**.

Such action must be commenced no later than two years after the date the cause of action accrues.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the person alleging coverage under **Part 5. Optional Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person alleging coverage liability. Bankruptcy or insolvency of the person alleging coverage under **Part 5. Optional Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

### 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 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 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 **household member** while **occupying** or struck by an **auto** owned or regularly used by **you** or any **household member** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
6. **You** while **occupying** or struck by an **auto** owned or regularly used by **you** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
7. Any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
  - (a) causing bodily injury to himself intentionally;
  - (b) while committing a felony.
8. The United States of America or any of its Agencies as an insured, a third party beneficiary or otherwise.

**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 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 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 any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 6. Medical Payments**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

## OPTIONAL INSURANCE (CONTINUED)

---

### 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless you have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/ **betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, whether or not prearranged or organized.

---

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**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 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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

## OPTIONAL INSURANCE (CONTINUED)

### 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 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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 racing speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**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. After a claim under this Part **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.

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 **auto** was legally parked when struck by another **auto**.
2. That **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 law or any similar law of another state in which the **accident** occurs. However, **we** will not pay if the operator of the **auto** covered under this Part was also convicted of one of the same violations.
4. That 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.

## OPTIONAL INSURANCE (CONTINUED)

---

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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

---

## 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 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 and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price **we** can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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. **Your** deductible does not apply to 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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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).

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

---

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**We** consider glass breakage when not involving other collision loss, and 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 \$25 a day to a maximum of \$750.

---

**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**.

## OPTIONAL INSURANCE (CONTINUED)

---

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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

---

## PART 10 - RENTAL REIMBURSEMENT- SUBSTITUTE TRANSPORTATION

Under this Part, **we** will reimburse **you** in certain situations up to the limits shown on **your** Coverage Selections Page as Rental Reimbursement. **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.

**We** will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. 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 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 limits under this Part, the most **we** will pay under Comprehensive (Part 9) and 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.

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.

Reimbursement for rental charges and transportation expenses shall end the earliest of when **your auto** has been:

1. Returned to **you**;
2. Repaired;
3. Replaced; or
4. If **your auto** is deemed by **us** to be a total loss, then seventy two (72) hours after **we** pay the applicable limit of liability under Part 7, Part 8, or Part 9.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

---

## PART 11 - EMERGENCY ROAD SERVICE

If **you** have purchased Emergency Road Service, **we** will pay reasonable expenses **you** or a **household member** incur, or other person using **your auto** with **your** permission incurs, for:

1. mechanical labor up to one hour at the place of breakdown;
2. lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;



## OPTIONAL INSURANCE (CONTINUED)

---

3. if it will not run, towing to the nearest repair facility where the necessary repairs can be made;
  4. towing it out if it is stuck on or immediately next to a public highway;
  5. delivery of gas, oil, loaned battery, or change of tire. **WE DO NOT PAY FOR THE COST OF THE GAS, OIL, LOANED BATTERY, OR TIRE(S).**
- 

### OBTAINING SERVICE UNDER THIS COVERAGE

You may secure service under this amendment in the following manner:

#### SIGN AND DRIVE

The first method, called "sign and drive", features a toll-free number in which the insured calls a GEICO Emergency Road Service representative who will dispatch a service vendor. Upon verification of Emergency Road Service (ERS) coverage, reasonable and necessary charges for covered services provided will be automatically billed to the Company by the service vendor. The insured need only sign a receipt at the time of service which authorizes the Company to directly pay the service vendor. Any additional mileage, other fees not specifically addressed above, or lockout services in excess of \$100 will be at the insured's expense.

#### HIRED SERVICES

The second method occurs when the insured does not use the sign and drive feature described above and hires services without prior approval from the Emergency Road Service (ERS) Department. Upon verification of Emergency Road Service (ERS) coverage, an insured will be reimbursed for covered services provided, up to a limit of \$50. Lockout services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within three years of service.

There will be a limit of one reimbursement per disablement.

#### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

---

### 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 automobile 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 any **household member** who has a Massachusetts **auto** policy of his or her own or who is covered by a Massachusetts **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 **auto** policy of his or her own or who is 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 while **occupying your auto** 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.

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.

**We** will not pay to or for:

## OPTIONAL INSURANCE (CONTINUED)

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.
3. Anyone injured while using an **auto** without the consent of the owner.
4. Anyone injured while an **auto** is being operated in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.
5. Any **household member** if struck by, or while **occupying** an **auto** owned by that **household member** which does not have Massachusetts compulsory **auto** insurance.
6. Anyone injured while an **auto** is participating in an organized automobile track event.
7. Punitive or exemplary damages.

**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 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 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 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 determination 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 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.

### ACTION AGAINST US

No person alleging coverage under **Part 12. Bodily Injury Caused By An Underinsured** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 12. Bodily Injury Caused By An Underinsured Auto**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an underinsured **auto** to recover damages for loss arising out of the **accident** and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an underinsured **auto**; or
- B. two years after **we** deny coverage.

## OPTIONAL INSURANCE (CONTINUED)

If any person alleging coverage sues a person believed responsible for the **accident** without our written consent, **we** are not bound by any resulting judgment.

### GENERAL PROVISIONS AND EXCLUSIONS

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 or has been awarded a judgment without **our** consent, **we** will not be bound by that settlement or judgment.

#### 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 calculated on that part of a judgment that is within **our** limit of liability and accruing after judgment, and until **we** pay, offer to pay, or deposit in court, the amount due under this coverage.
- C. Up to \$50 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 resident of **your** household 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** then 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 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 these Parts.

---

### 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, or Terrorism

**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 any optional coverages (Parts 5, 6, 7, 8, 9, 10, 11, and 12) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion, terrorism or revolution or any act incident to any of these.

---

### 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, 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** will pay the repair shop directly; however, the repair shop must certify 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 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 by your acts or neglect except that **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**.

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

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 Optional Bodily Injury To Others, Medical Payments, Collision, Limited Collision, Comprehensive and Bodily Injury Caused By An Underinsured Auto (Parts 5, 6, 7, 8, 9, and 12) 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** consider the **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 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 but not limited to the description, ownership, type of usage and place of garaging of **your auto**; and the **household members** and individuals who customarily operate **your auto**.

---

### 20. Pre-Insurance Inspection

Massachusetts law requires that **we** inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). The required inspection of **your auto** may 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 the state approved Form B/pre-insurance inspection form 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. Assignment

With respect to Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) an assignment of interest under this policy will not bind **us** without **our** consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee shall acquire no rights under this contract and **we** shall not recognize any such assignment. This limitation upon assignment shall not affect **our** right to subrogation under this contract.

---

### 22. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Massachusetts.

---

### 23. ARBITRATION (Parts 1, 2, 3, 4, 5, 6, 10, 11, 12)

Under Parts 1, 2, 3, 4, 5, 6, 10, 11, and 12, if any person making claim and **we** do not agree that such person is legally entitled to recover damages, or the amount of payment, then the person making claim and **we** may elect by mutual agreement at the time of the dispute to settle the matter by arbitration. Arbitration pursuant to this contract

---

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

under Parts 1, 2, 3, 4, 5, 6, 10, 11, and 12 shall be subject to the following:

1. Each party will select an arbitrator and the two arbitrators so named will select a third arbitrator. Each party shall pay its own arbitrator, attorney fees, costs of arbitration, fees of experts and 50% of the third arbitrator's fees to the extent allowed by law.
2. No arbitrator shall have the authority to award punitive damages or attorney's fees;
3. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
4. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

If such arbitrators are not selected within 45 days of such request, either party may request that the matter be submitted for arbitration to the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Unless both parties agree otherwise, arbitration will take place in the county and state in which the person making claim lives.

---

## CANCELLATION AND RENEWAL

### 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. 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 by giving **us** written notice.

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

1. **You** have not paid **your** premium on this policy;
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; or
3. There is a suspension or revocation during the policy period of the operator's license or motor vehicle registration of **you** or any other person residing in the same household as **you** and who usually operates a motor vehicle insured under the policy.
4. **You** fail to comply with a request for a motor vehicle safety inspection test for a vehicle that was previously totaled in a prior accident;
5. **You** fail to complete and furnish **us** with a renewal application on a form prescribed by the Commissioner at least 30 days before the expiration of the previous policy period.

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** and Damage To Someone Else's Property (Parts 3 and 4) to the minimum limits **we** are required to sell.

**We** can cancel Emergency Road Service (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, for reasons other than those listed above if **we** do so within the first 90 days of the policy period, 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**.

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.

---

## CANCELLATION AND RENEWAL (CONTINUED)

---

If the policy is cancelled, the amount of **your** refund will be determined by a pro-rata calculation based on the number of days the policy was in effect.

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 our decision. **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 **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.

---

## WHEN THERE IS AN ACCIDENT OR LOSS

---

### First, Help Any Injured Person

Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the automobile from further damage or loss. **We** will pay for any reasonable expenses incurred in doing this.

### Second, Notify the Police, Registry Or Fire Department

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. 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.

### Third, File The Claim With Us

**We** do not know about **accidents** or losses until **you** or someone else notifies **us**. **We** 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.

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**.

---

### Fourth, Cooperate With Us

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.

**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.



W. C. E. Robinson  
Secretary



O. M. Nicely  
President

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



# Massachusetts Automobile Insurance Policy

Please read your policy. 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 us right away.

Includes Copyrighted Material from Automobile Insurers Bureau, 2008

## CONTENTS

	Page
<b>INTRODUCTION</b> .....	3
<b>DEFINITIONS</b> .....	3
<b>OUR AGREEMENT</b> .....	4
<b>COMPULSORY INSURANCE</b>	
Part 1. Bodily Injury To Others .....	4
Part 2. Personal Injury Protection .....	4
Part 3. Bodily Injury Caused By An Uninsured Auto .....	6
Part 4. Damage To Someone Else's Property .....	7
<b>OPTIONAL INSURANCE</b>	
Part 5. Optional Bodily Injury To Others .....	8
Part 6. Medical Payments .....	9
Part 7. Collision .....	10
Part 8. Limited Collision .....	11
Part 9. Comprehensive .....	12
Part 10. Rental Reimbursement - Substitute Transportation .....	13
Part 11. Emergency Road Service .....	13
Part 12. Bodily Injury Caused By An Underinsured Auto .....	14
<b>GENERAL PROVISIONS AND EXCLUSIONS</b> .....	15
<b>CANCELLATION AND RENEWAL</b> .....	18
<b>WHEN THERE IS AN ACCIDENT OR LOSS</b> .....	19

## INTRODUCTION

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** should check the Coverage Selections Page to make sure it correctly indicates the coverages **you** purchased. Each coverage **you** purchased will be displayed along with a premium charge next to it. If a coverage is not listed for a particular vehicle or if no premium charge is shown for a coverage on a particular vehicle, **you** do not have the 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 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 **us** at 1-800-841-3000.

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.

---

## DEFINITIONS

Throughout this policy definitions are bolded when used:

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.
3. **Accident** or **accidental** – 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 registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).
5. **Your Auto** – means:
  - A. The vehicle or vehicles described on the Coverage Selections Page.
  - B. Any **auto**, except a motorcycle, while used as a temporary substitute for the described **auto**, with the permission of the owner, while the described **auto** is out of normal use because of a breakdown, repair, servicing, loss or destruction. The term **your auto** does not include a substitute vehicle owned by **you** or **your** spouse.
  - C. A private passenger **auto**, **trailer**, 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.  
Under 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**, 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 pulled by **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** that occur 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 **us** are not part of this policy.

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

---

#### 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 that **you** have some Optional Insurance as a condition of **your** loan.

The amount of **your** coverage and the cost of each Part is 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 for 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 of the legally responsible person if they are entitled to Massachusetts workers' compensation benefits.

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 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 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.

#### ACTION AGAINST US

No person alleging coverage under Part 1. Bodily Injury to Others, may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 1. Bodily Injury to

#### Others:

(a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and

(b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined;

either

(i) By a final judgment against the person alleging coverage after actual trial; or

(ii) By written agreement of the person alleging coverage, the claimant and us.

Such action must be commenced no later than two years after the date the cause of action accrues.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits for this coverage.

No person or organization, including the person alleging coverage under **Part 1. Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person's liability.

Bankruptcy or insolvency of the person alleging coverage under **Part 1. Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

---

## **PART 2 - PERSONAL INJURY PROTECTION**

The benefits under this Part are commonly known as "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 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.

## COMPULSORY INSURANCE (CONTINUED)

---

**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 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** payment will not operate to reduce the benefits otherwise payable under this Part.

---

**We** will not pay PIP benefits to or for:

1. Anyone 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 moped.
2. Anyone 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 who is entitled to benefits under any workers' compensation law for the same injury.

When **you** purchased this Part **you** were given the choice of either excluding **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 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.

## COMPULSORY INSURANCE (CONTINUED)

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 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.

### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 2. Personal Injury Protection, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

### **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 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 any **household member** who has a Massachusetts **auto** policy of his or her own or 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** policy of his or her own, or who is covered by any Massachusetts **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** 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 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.

**We** will not pay for punitive or exemplary damages.

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.
3. Anyone injured while using an **auto** in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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.
2. The amount paid under a workers' compensation law or similar law.

**COMPULSORY INSURANCE (CONTINUED)**

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.



## COMPULSORY INSURANCE (CONTINUED)

The determination 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, 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 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, 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.

### **ACTION AGAINST US**

No person alleging coverage under Part 3. Bodily Injury Caused By An Uninsured Auto, may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 3. Bodily Injury Caused By An Uninsured Auto, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an uninsured auto to recover damages for loss arising out of the accident and gives us written notice of such action within 30 days after such action is commenced, an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured auto; or

B. two years after we deny coverage.

If any person alleging coverage sues a person believed responsible for the accident without our written consent, we are not bound by any resulting judgment.

### **PART 4 - DAMAGE TO SOMEONE ELSE'S PROPERTY**

Under this Part, **we** will pay damages to someone else whose **auto** or other property is damaged in an **accident**. The damages **we** will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. **We** will pay only if **you** or a **household member** is legally responsible for the **accident**. **We** will also pay if someone else using **your auto** with **your** consent is legally responsible for the **accident**. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property. Damages do not include compensation for any diminution of value claimed to result from the loss.

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

**We** will not pay for property damage which occurs:

1. While **your auto** 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. 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. In addition to the above exclusion for the business of selling, servicing, repairing or parking **autos**, while anyone is

#### COMPULSORY INSURANCE (CONTINUED)

using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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 a **household member** 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.
5. While **you** are 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.
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.
7. When the property damage is caused by anyone using an **auto** without the consent of the owner.

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.

### COMPULSORY INSURANCE (CONTINUED)

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

#### **ACTION AGAINST US**

No person alleging coverage under Part 4. Damage to Someone Else's Property may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 4.

#### **Damage to Someone Else's Property:**

(a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and

(b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined;

either

(i) By a final judgment against the person alleging coverage after actual trial; or

(ii) By written agreement of the person alleging coverage, the claimant and us.

Such action must be commenced no later than two years after the date the cause of action accrues.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the person alleging coverage under **Part 4. Damage to Someone Else's Property**, has a right under this policy to make us a defendant in an action to determine the person's liability.

Bankruptcy or insolvency of the person alleging coverage under **Part 4. Damage to Someone Else's Property** or of his estate will not relieve us of our obligations.

---

### 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 Emergency Road Service (Part 11), **we** must sell **you** any or all of the Optional coverages **you** wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that **we** may refuse to sell Collision (Part 7) 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** for any direct and **accidental** damage to **your auto** caused by a **collision** under this policy.

As used in Optional Insurance when applied to an **auto**:

**Actual cash value** is the value of an **auto** based on a consideration of all the following factors:

(a) the retail book value for a motor vehicle of like kind and quality, but for the damage incurred;

(b) the price paid for the vehicle plus the value of prior improvements to the motor vehicle at the time of the accident, less appropriate depreciation;

(c) the decrease in value of the motor vehicle resulting from prior unrelated damage which is detected by the appraiser; and

(d) the actual cost of purchase of an available motor vehicle of like kind and quality but for the damage sustained.

**Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- (a) Are permanently installed or attached; or
- (b) Alter the appearance or performance of the vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in **your auto**, using bolts or brackets, including slide-out brackets.

**Betterment** is improvement of the **auto** or property to a value greater than its pre-loss condition.

---

**We** will not pay under any of the Optional coverages:

1. If the **accident** happens while **your auto** 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. For loss to **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to **us** and an endorsement to the policy has been added.
3. 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.
4. For injury or damage that is intentionally caused by **you**, a **household member** or anyone else using **your auto** with **your** consent.
5. 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**.
6. In addition to the above exclusion for the business of selling, servicing, repairing or parking autos, while anyone is using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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.

### PART 5 - OPTIONAL BODILY INJURY TO OTHERS

Formatted: Font: Bold

Formatted: Not Highlight

Under this Part, **we** will pay damages to people injured or killed in **accidents** if **you** or a **household member** is legally responsible for the **accident**. **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.

This Part is similar to Compulsory Bodily Injury To Others (Part 1). Like the Compulsory Part, this Part pays for **accidents** involving **your auto** in Massachusetts. Also like the Compulsory Part, this Part 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 coverage for injuries to guest occupants and for **accidents** occurring outside Massachusetts.

## OPTIONAL INSURANCE (CONTINUED)

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

**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 a **household member** 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** are 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.
4. For any liability assumed under any contract or agreement.
5. For punitive or exemplary damages.

If the **accident** occurs in any other state, the District of Columbia, a United States territory or possession, or in a Canadian province and **you** have purchased any coverage at all under this Part, **your** policy will automatically apply to that **accident**, as follows, if the state, the District of Columbia, United States territory or possession, or Canadian province has:

1. 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.
2. A compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state, the District of Columbia, United States territory or possession, or Canadian 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. 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**.

**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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### **ACTION AGAINST US**

**No person alleging coverage under Part 5, Optional Bodily Injury to Others, may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 5, Optional Bodily Injury to Others:**

- (a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and**
- (b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined; either**

#### OPTIONAL INSURANCE (CONTINUED)

(i) By a final judgment against the person alleging coverage after actual trial; or

(ii) By written agreement of the person alleging coverage, the claimant and **us**.

Such action must be commenced no later than two years after the date the cause of action accrues.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the person alleging coverage under **Part 5. Optional Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person alleging coverage liability.

Bankruptcy or insolvency of the person alleging coverage under **Part 5. Optional Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

---

#### 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**.

## OPTIONAL INSURANCE (CONTINUED)

**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 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 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 **household member** while **occupying** or struck by an **auto** owned or regularly used by **you** or any **household member** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
6. **You** while **occupying** or struck by an **auto** owned or regularly used by **you** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
7. Any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
  - (a) causing bodily injury to himself intentionally;
  - (b) while committing a felony.
8. The United States of America or any of its Agencies as an insured, a third party beneficiary or otherwise.

**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 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 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 any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 6. Medical Payments, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

## 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price **we** can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the **actual cash value of the custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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

Formatted: Font: Not Bold, Not Highlight



**OPTIONAL INSURANCE (CONTINUED)**

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, whether or not prearranged or organized.

#### OPTIONAL INSURANCE (CONTINUED)

We will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

We will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

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 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.

#### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

#### **SALVAGE**

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

#### **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 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/betterment and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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

### OPTIONAL INSURANCE (CONTINUED)

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 racing speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

#### OPTIONAL INSURANCE (CONTINUED)

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. After a claim under this Part **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.

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 **auto** was legally parked when struck by another **auto**.
2. That **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 law or any similar law of another state in which the **accident** occurs. However, **we** will not pay if the operator of the **auto** covered under this Part was also convicted of one of the same violations.
4. That 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.

#### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

#### **SALVAGE**

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

#### **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 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 and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price **we** can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the **actual cash value of the custom parts or**

Formatted: Font: Not Bold, Not Highlight

equipment, not to exceed the actual cash value of the vehicle. **At Insurance (CONTINUED)**

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. Your deductible does not apply to 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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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).

We will not pay if an auto covered under this part is participating in an organized automobile track event.

### OPTIONAL INSURANCE (CONTINUED)

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**We** consider glass breakage when not involving other collision loss, and 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 \$25 a day to a maximum of \$750.

**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.

#### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

#### **SALVAGE**

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If you or the Lienholder ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. You or the Lienholder may purchase the salvage from us.

### **PART 10 - RENTAL REIMBURSEMENT - SUBSTITUTE TRANSPORTATION**

Under this Part, **we** will reimburse **you** in certain situations up to the limits shown on **your** Coverage Selections Page as Rental Reimbursement. **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.

**We** will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. 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 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 limits under this Part, the most **we** will pay under Comprehensive (Part 9) and this Part is up to \$45 a day to a maximum of

### OPTIONAL INSURANCE (CONTINUED)

\$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.

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.

Reimbursement for rental charges and transportation expenses shall end the earliest of when **your auto** has been:

1. Returned to **you**;
2. Repaired;
3. Replaced; or
4. If **your auto** is deemed by **us** to be a total loss, then seventy two (72) hours after **we** pay the applicable limit of liability under Part 7, Part 8, or Part 9.

#### **ACTION AGAINST US**

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

---

## OPTIONAL INSURANCE (CONTINUED)

---

### PART 11 - EMERGENCY ROAD SERVICE

If **you** have purchased Emergency Road Service, **we** will pay reasonable expenses **you** or a **household member** incur, or other person using **your auto** with **your** permission incurs, for:

1. mechanical labor up to one hour at the place of breakdown;
2. lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;
3. if it will not run, towing to the nearest repair facility where the necessary repairs can be made;
4. towing it out if it is stuck on or immediately next to a public highway;
5. delivery of gas, oil, loaned battery, or change of tire. **WE DO NOT PAY FOR THE COST OF THE GAS, OIL, LOANED BATTERY, OR TIRE(S).**

---

### OBTAINING SERVICE UNDER THIS COVERAGE

**You** may secure service under this amendment in the following manner:

#### SIGN AND DRIVE

The first method, called "sign and drive", features a toll-free number in which the insured calls a GEICO Emergency Road Service representative who will dispatch a service vendor. Upon verification of Emergency Road Service (ERS) coverage, reasonable and necessary charges for covered services provided will be automatically billed to the Company by the service vendor. The insured need only sign a receipt at the time of service which authorizes the Company to directly pay the service vendor. Any additional mileage, other fees not specifically addressed above, or lockout services in excess of \$100 will be at the insured's expense.

#### HIRED SERVICES

The second method occurs when the insured does not use the sign and drive feature described above and hires services without prior approval from the Emergency Road Service (ERS) Department. Upon verification of Emergency Road Service (ERS) coverage, an insured will be reimbursed for covered services provided, up to a limit of \$50. Lockout services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within three years of service.

There will be a limit of one reimbursement per disablement.

#### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

---

### 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 automobile 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 any **household member** who has a Massachusetts **auto** policy of his or her own or who is covered by a Massachusetts **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 **auto** policy of his or her own or who is 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 while **occupying your auto** and have two or more Massachusetts **auto** policies which provide



**OPTIONAL INSURANCE (CONTINUED)**

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.

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.

**We** will not pay to or for:

#### OPTIONAL INSURANCE (CONTINUED)

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.
3. Anyone injured while using an **auto** without the consent of the owner.
4. Anyone injured while an **auto** is being operated in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.
5. Any **household member** if struck by, or while **occupying** an **auto** owned by that **household member** which does not have Massachusetts compulsory **auto** insurance.
6. Anyone injured while an **auto** is participating in an organized automobile track event.
7. Punitive or exemplary damages.

**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 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 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 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 determination 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 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.

#### **ACTION AGAINST US**

No person alleging coverage under Part 12, Bodily Injury Caused By An Underinsured may bring an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Part 12.

Bodily Injury Caused By An Underinsured Auto, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an underinsured auto to recover damages for loss arising out of the accident and gives us written notice of such action within 30 days after such action is commenced, an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an underinsured auto; or
- B. two years after we deny coverage.

#### OPTIONAL INSURANCE (CONTINUED)

[If any person alleging coverage sues a person believed responsible for the \*\*accident\*\* without our written consent, we are not bound by any resulting judgment.](#)

#### GENERAL PROVISIONS AND EXCLUSIONS

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

---

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

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 or has been awarded a judgment without **our** consent, **we** will not be bound by that settlement or judgment.

---

### 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 calculated on that part of a judgment that is within **our** limit of liability and accruing after judgment, and until **we** pay, offer to pay, or deposit in court, the amount due under this coverage.
  - C. Up to \$50 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 resident of **your** household 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** then 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 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).

---

### 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 these Parts.

---

### 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, or Terrorism

**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.

---

#### GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

**We** will not pay under any optional coverages (Parts 5, 6, 7, 8, 9, 10, 11, and 12) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion, terrorism or revolution or any act incident to any of these.

---

#### 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, 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** will pay the repair shop directly; however, the repair shop must certify 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 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 by **your** acts or neglect except that **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 Optional Bodily Injury To Others, Medical Payments, Collision, Limited Collision, Comprehensive and Bodily Injury Caused By An Underinsured Auto (Parts 5, 6, 7, 8, 9, and 12) 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.

---

GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

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** consider the **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 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 but not limited to the description, ownership, type of usage and place of garaging of **your auto**; and the **household members** and individuals who customarily operate **your auto**.

20. Pre-Insurance Inspection

Massachusetts law requires that **we** inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). The required inspection of **your auto** may 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 the state approved Form B/pre-insurance inspection form 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. Assignment

With respect to Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) an assignment of interest under this policy will not bind **us** without **our** consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee shall acquire no rights under this contract and **we** shall not recognize any such assignment. This limitation upon assignment shall not affect **our** right to subrogation under this contract.

22. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Massachusetts.

Formatted: Indent: Left: 0.25", Space Before: 4.1 pt

23. ARBITRATION (Parts 1, 2, 3, 4, 5, 6, 10, 11, 12)

Under Parts 1, 2, 3, 4, 5, 6, 10, 11, and 12, if any person making claim and **we** do not agree that such person is legally entitled to recover damages, or the amount of payment, then the person making claim and **we** may elect by mutual agreement at the time of the dispute to settle the matter by arbitration. Arbitration pursuant to this contract under Parts 1, 2, 3, 4, 5, 6, 10, 11, and 12 shall be subject to the following:

Formatted: Indent: Left: 0", Right: 0.2", Space Before: 1.7 pt, Line spacing: Multiple 1.01 li

1. Each party will select an arbitrator and the two arbitrators so named will select a third arbitrator. Each party shall pay its own arbitrator, attorney fees, costs of arbitration, fees of experts and 50% of the third arbitrator's fees to the extent allowed by law.

2. No arbitrator shall have the authority to award punitive damages or attorney's fees;

Formatted: Indent: Left: 0.25"

3. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and

Formatted: Left, Indent: Left: 0.25", Right: 0"

4. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Formatted: Indent: Left: 0.25", Right: 0"

If such arbitrators are not selected within 45 days of such request, either party may request that the matter be submitted for arbitration to the American Arbitration Association. Judgment upon the award rendered by the

Formatted: Indent: Left: 0.25"

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

[arbitrators may be entered in any court having jurisdiction thereof. Unless both parties agree otherwise, arbitration will take place in the county and state in which the person making claim lives.](#)

---

### CANCELLATION AND RENEWAL

---

#### 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. 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 by giving **us** written notice.

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

1. **You** have not paid **your** premium on this policy;
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; or
3. There is a suspension or revocation during the policy period of the operator's license or motor vehicle registration of **you** or any other person residing in the same household as **you** and who usually operates a motor vehicle insured under the policy.
4. **You** fail to comply with a request for a motor vehicle safety inspection test for a vehicle that was previously totaled in a prior accident;

---

### CANCELLATION AND RENEWAL (CONTINUED)

---

5. **You** fail to complete and furnish **us** with a renewal application on a form prescribed by the Commissioner at least 30 days before the expiration of the previous policy period.

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** and Damage To Someone Else's Property (Parts 3 and 4) to the minimum limits **we** are required to sell.

**We** can cancel Emergency Road Service (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, for reasons other than those listed above if **we** do so within the first 90 days of the policy period, 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**.

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 calculation based on the number of days the policy was in effect.

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 our decision. **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 **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.

---

### WHEN THERE IS AN ACCIDENT OR LOSS

---

#### First, Help Any Injured Person

Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the automobile from further damage or loss. **We** will pay for any reasonable expenses incurred in doing this.

#### Second, Notify the Police, Registry Or Fire Department

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. 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.

Formatted: Font: Bold, Highlight

Formatted: Highlight



## WHEN THERE IS AN ACCIDENT OR LOSS (CONTINUED)

### Third, File The Claim With Us

**We** do not know about **accidents** or losses until **you** or someone else notifies **us**. **We** 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.

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**.

---

### Fourth, Cooperate With Us

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.

**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.



W. C. E. Robinson  
Secretary



O. M. Nicely  
President

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

# Massachusetts Automobile Insurance Policy

Please read your policy. 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 us right away.

Includes Copyrighted Material from Automobile Insurers Bureau, 2008

# CONTENTS

## Page

<b>INTRODUCTION</b> .....	3
<b>DEFINITIONS</b> .....	3
<b>OUR AGREEMENT</b> .....	4
<b>COMPULSORY INSURANCE</b>	
Part 1. Bodily Injury To Others .....	4
Part 2. Personal Injury Protection .....	5
Part 3. Bodily Injury Caused By An Uninsured Auto .....	6
Part 4. Damage To Someone Else's Property .....	7
<b>OPTIONAL INSURANCE</b>	
Part 5. Optional Bodily Injury To Others .....	9
Part 6. Medical Payments .....	11
Part 7. Collision .....	12
Part 8. Limited Collision .....	13
Part 9. Comprehensive .....	14
Part 10. Rental Reimbursement - Substitute Transportation .....	15
Part 11. Emergency Road Service .....	15
Part 12. Bodily Injury Caused By An Underinsured Auto .....	16
<b>GENERAL PROVISIONS AND EXCLUSIONS</b> .....	18
<b>CANCELLATION AND RENEWAL</b> .....	21
<b>WHEN THERE IS AN ACCIDENT OR LOSS</b> .....	22

## INTRODUCTION

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** should check the Coverage Selections Page to make sure it correctly indicates the coverages **you** purchased. Each coverage **you** purchased will be displayed along with a premium charge next to it. If a coverage is not listed for a particular vehicle or if no premium charge is shown for a coverage on a particular vehicle, **you** do not have the 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 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 **us** at 1-800-841-3000.

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.

---

## DEFINITIONS

Throughout this policy definitions are bolded when used:

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.
3. **Accident or accidental** – 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 registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).
5. **Your Auto** – means:
  - A. The vehicle or vehicles described on the Coverage Selections Page.
  - B. Any **auto**, except a motorcycle, while used as a temporary substitute for the described **auto**, with the permission of the owner, while the described **auto** is out of normal use because of a breakdown, repair, servicing, loss or destruction. The term **your auto** does not include a substitute vehicle owned by **you** or **your** spouse.
  - C. A private passenger **auto**, **trailer**, 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.  
Under 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**, 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 pulled by **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** that occur 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 **us** are not part of this policy.

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

---

## 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 that **you** have some Optional Insurance as a condition of **your** loan.

The amount of **your** coverage and the cost of each Part is 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 for 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 of the legally responsible person if they are entitled to Massachusetts workers' compensation benefits.

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 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 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.

## ACTION AGAINST US

No person alleging coverage under **Part 1. Bodily Injury to Others**, may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1. Bodily Injury to Others**:

- (a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and
- (b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined; either
  - (i) By a final judgment against the person alleging coverage after actual trial; or
  - (ii) By written agreement of the person alleging coverage, the claimant and **us**.

Such action must be commenced no later than two years after the date the cause of action accrues. A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits for this coverage. No person or organization, including the person alleging coverage under **Part 1. Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person's liability. Bankruptcy or insolvency of the person alleging coverage under **Part 1. Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

---

## PART 2 - PERSONAL INJURY PROTECTION

The benefits under this Part are commonly known as "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 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 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** payment will not operate to reduce the benefits otherwise payable under this Part.

## COMPULSORY INSURANCE (CONTINUED)

---

**We** will not pay PIP benefits to or for:

1. Anyone 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 moped.
  2. Anyone 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 who is entitled to benefits under any workers' compensation law for the same injury.
- 

When **you** purchased this Part **you** were given the choice of either excluding **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 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 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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2. Personal Injury Protection**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

---

### 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 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 any **household member** who has a Massachusetts **auto** policy of his or her own or 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** policy of his or her own, or who is covered by any Massachusetts **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** 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** an **auto you** own and which does not have Massachusetts compulsory **auto** insurance.

## COMPULSORY INSURANCE (CONTINUED)

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.

**We** will not pay for punitive or exemplary damages.

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.
3. Anyone injured while using an **auto** in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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.
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 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, 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 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, 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.

### ACTION AGAINST US

No person alleging coverage under **Part 3. Bodily Injury Caused By An Uninsured Auto**, may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3. Bodily Injury Caused By An Uninsured Auto**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an uninsured **auto** to recover damages for loss arising out of the **accident** and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured **auto**; or
- B. two years after **we** deny coverage.

If any person alleging coverage sues a person believed responsible for the **accident** without **our** written consent, **we** are not bound by any resulting judgment.

### PART 4 - DAMAGE TO SOMEONE ELSE'S PROPERTY

Under this Part, **we** will pay damages to someone else whose **auto** or other property is damaged in an **accident**. The damages **we** will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement.



## COMPULSORY INSURANCE (CONTINUED)

We will pay only if **you** or a **household member** is legally responsible for the **accident**. We will also pay if someone else using **your auto** with **your** consent is legally responsible for the **accident**. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property. Damages do not include compensation for any diminution of value claimed to result from the loss.

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

We will not pay for property damage which occurs:

1. While **your auto** 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. 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. In addition to the above exclusion for the business of selling, servicing, repairing or parking **autos**, while anyone is using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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 a **household member** 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.
5. While **you** are 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.
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.
7. When the property damage is caused by anyone using an **auto** without the consent of the owner.

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

### ACTION AGAINST US

No person alleging coverage under **Part 4. Damage to Someone Else's Property** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 4.**

#### Damage to Someone Else's Property:

- (a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and
- (b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined; either
  - (i) By a final judgment against the person alleging coverage after actual trial; or
  - (ii) By written agreement of the person alleging coverage, the claimant and **us**.

Such action must be commenced no later than two years after the date the cause of action accrues.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the person alleging coverage under **Part 4. Damage to Someone Else's Property**,

## COMPULSORY INSURANCE (CONTINUED)

has a right under this policy to make **us** a defendant in an action to determine the person's liability. Bankruptcy or insolvency of the person alleging coverage under **Part 4. Damage to Someone Else's Property** or of his estate will not relieve **us** of **our** obligations.

## 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 Emergency Road Service (Part 11), **we** must sell **you** any or all of the Optional coverages **you** wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that **we** may refuse to sell Collision (Part 7) 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** for any direct and **accidental** damage to **your auto** caused by a **collision** under this policy.

As used in Optional Insurance when applied to an **auto**:

**Actual cash value** is the value of an **auto** based on a consideration of all the following factors:

- (a) the retail book value for a motor vehicle of like kind and quality, but for the damage incurred;
- (b) the price paid for the vehicle plus the value of prior improvements to the motor vehicle at the time of the accident, less appropriate depreciation;
- (c) the decrease in value of the motor vehicle resulting from prior unrelated damage which is detected by the appraiser; and
- (d) the actual cost of purchase of an available motor vehicle of like kind and quality but for the damage sustained.

**Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- (a) Are permanently installed or attached; or
- (b) Alter the appearance or performance of the vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in **your auto**, using bolts or brackets, including slide-out brackets.

**Betterment** is improvement of the **auto** or property to a value greater than its pre-loss condition.

**We** will not pay under any of the Optional coverages:

1. If the **accident** happens while **your auto** 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. For loss to **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to **us** and an endorsement to the policy has been added.
3. 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.
4. For injury or damage that is intentionally caused by **you, a household member** or anyone else using **your auto** with **your** consent.
5. 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**.
6. In addition to the above exclusion for the business of selling, servicing, repairing or parking autos, while anyone is using a vehicle in the course of any business. This exclusion also applies to private passenger **autos**, pick-up trucks, vans, and 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.

## PART 5 - OPTIONAL BODILY INJURY TO OTHERS

Under this Part, **we** will pay damages to people injured or killed in **accidents** if **you** or a **household member** is legally responsible for the **accident**. **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.

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

## OPTIONAL INSURANCE (CONTINUED)

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

The following are not covered:

- A. The United States of America or any of its agencies,
- B. Any person while using an **auto** in the course of his employment by the United States Government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the **accident** has been reported to the United States or the Attorney General.
- C. The Commonwealth of Massachusetts or any of its agencies.

**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 a **household member** 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** are 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.
4. For any liability assumed under any contract or agreement.
5. For punitive or exemplary damages.

If the **accident** occurs in any other state, the District of Columbia, a United States territory or possession, or in a Canadian province and **you** have purchased any coverage at all under this Part, **your** policy will automatically apply to that **accident**, as follows, if the state, the District of Columbia, United States territory or possession, or Canadian province has:

1. 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.
2. A compulsory insurance or similar law requiring **your auto** to have insurance whenever it is used in the state, the District of Columbia, United States territory or possession, or Canadian 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. 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**.

**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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### **ACTION AGAINST US**

No person alleging coverage under **Part 5. Optional Bodily Injury to Others**, may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 5. Optional Bodily Injury to Others**:

- (a) Unless the person alleging coverage has fully complied with all the policy's terms and conditions; and

## OPTIONAL INSURANCE (CONTINUED)

- (b) Until the amount of the obligation to pay by the person alleging coverage under this part has been finally determined; either
- (i) By a final judgment against the person alleging coverage after actual trial; or
  - (ii) By written agreement of the person alleging coverage, the claimant and **us**.

Such action must be commenced no later than two years after the date the cause of action accrues.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the person alleging coverage under **Part 5. Optional Bodily Injury to Others**, has a right under this policy to make **us** a defendant in an action to determine the person alleging coverage liability.

Bankruptcy or insolvency of the person alleging coverage under **Part 5. Optional Bodily Injury to Others** or of his estate will not relieve **us** of **our** obligations.

### 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 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 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 **household member** while **occupying** or struck by an **auto** owned or regularly used by **you** or any **household member** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
6. **You** while **occupying** or struck by an **auto** owned or regularly used by **you** unless a premium for this Part is shown for that **auto** on the Coverage Selections Page.
7. Any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
  - (a) causing bodily injury to himself intentionally;
  - (b) while committing a felony.
8. The United States of America or any of its Agencies as an insured, a third party beneficiary or otherwise.

**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 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 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 any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, the most **we** will pay is the required minimum limits. While an **auto** covered under this part is participating in an organized automobile track event, the most **we** will pay is the required minimum limits.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 6. Medical Payments**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

## OPTIONAL INSURANCE (CONTINUED)

### 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless you have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/ **betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity, whether or not prearranged or organized.

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**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 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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

## OPTIONAL INSURANCE (CONTINUED)

### 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 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** and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price we can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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 racing speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**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. After a claim under this Part **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.

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 **auto** was legally parked when struck by another **auto**.
2. That **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 law or any similar law of another state in which the **accident** occurs. However, **we** will not pay if the operator of the **auto** covered under this Part was also convicted of one of the same violations.
4. That 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.

## OPTIONAL INSURANCE (CONTINUED)

---

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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

---

## 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 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 and will not include compensation for any diminution of 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 physically repair the **auto** is limited to the prevailing competitive price, which is the price **we** can secure from a competent repair facility conveniently located to **you**. Unless **you** have purchased agreed amount coverage, **actual cash value** of the property will be determined at the time of the loss and may include an adjustment for depreciation/**betterment** and for the physical condition of the property.

**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 most **we** will pay for **custom parts or equipment**, if covered, is the actual cash value of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

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. **Your** deductible does not apply to 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 racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, 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).

**We** will not pay if an **auto** covered under this part is participating in an organized automobile track event.

---

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

**We** will not pay for any loss or damage resulting from:

- (a) the acquisition of a stolen vehicle;
- (b) any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or any one claiming an ownership interest in the vehicle;
- (c) any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
- (d) the sale of **your auto**.

**We** consider glass breakage when not involving other collision loss, and 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 \$25 a day to a maximum of \$750.

---

**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**.

## OPTIONAL INSURANCE (CONTINUED)

---

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.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

### SALVAGE

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** or the Lienholder ask **us** immediately after a loss to preserve the salvage for inspection, **we** will do so for a period not to exceed 30 days. **You** or the Lienholder may purchase the salvage from **us**.

---

## PART 10 - RENTAL REIMBURSEMENT- SUBSTITUTE TRANSPORTATION

Under this Part, **we** will reimburse **you** in certain situations up to the limits shown on **your** Coverage Selections Page as Rental Reimbursement. **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.

**We** will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. 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 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 limits under this Part, the most **we** will pay under Comprehensive (Part 9) and 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.

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.

Reimbursement for rental charges and transportation expenses shall end the earliest of when **your auto** has been:

1. Returned to **you**;
2. Repaired;
3. Replaced; or
4. If **your auto** is deemed by **us** to be a total loss, then seventy two (72) hours after **we** pay the applicable limit of liability under Part 7, Part 8, or Part 9.

### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

---

## PART 11 - EMERGENCY ROAD SERVICE

If **you** have purchased Emergency Road Service, **we** will pay reasonable expenses **you** or a **household member** incur, or other person using **your auto** with **your** permission incurs, for:

1. mechanical labor up to one hour at the place of breakdown;
2. lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;



## OPTIONAL INSURANCE (CONTINUED)

---

3. if it will not run, towing to the nearest repair facility where the necessary repairs can be made;
  4. towing it out if it is stuck on or immediately next to a public highway;
  5. delivery of gas, oil, loaned battery, or change of tire. **WE DO NOT PAY FOR THE COST OF THE GAS, OIL, LOANED BATTERY, OR TIRE(S).**
- 

### OBTAINING SERVICE UNDER THIS COVERAGE

You may secure service under this amendment in the following manner:

#### SIGN AND DRIVE

The first method, called "sign and drive", features a toll-free number in which the insured calls a GEICO Emergency Road Service representative who will dispatch a service vendor. Upon verification of Emergency Road Service (ERS) coverage, reasonable and necessary charges for covered services provided will be automatically billed to the Company by the service vendor. The insured need only sign a receipt at the time of service which authorizes the Company to directly pay the service vendor. Any additional mileage, other fees not specifically addressed above, or lockout services in excess of \$100 will be at the insured's expense.

#### HIRED SERVICES

The second method occurs when the insured does not use the sign and drive feature described above and hires services without prior approval from the Emergency Road Service (ERS) Department. Upon verification of Emergency Road Service (ERS) coverage, an insured will be reimbursed for covered services provided, up to a limit of \$50. Lockout services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within three years of service.

There will be a limit of one reimbursement per disablement.

#### ACTION AGAINST US

No person(s) or entity(ies) may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined. Such action must be commenced no later than two years after the date the cause of action accrues.

---

### 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 automobile 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 any **household member** who has a Massachusetts **auto** policy of his or her own or who is covered by a Massachusetts **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 **auto** policy of his or her own or who is 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 while **occupying your auto** 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.

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.

**We** will not pay to or for:

## OPTIONAL INSURANCE (CONTINUED)

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.
3. Anyone injured while using an **auto** without the consent of the owner.
4. Anyone injured while an **auto** is being operated in any racing, speed, stunting or demolition contest or activity, whether or not prearranged or organized, or in practice or preparation for any such contest or activity.
5. Any **household member** if struck by, or while **occupying** an **auto** owned by that **household member** which does not have Massachusetts compulsory **auto** insurance.
6. Anyone injured while an **auto** is participating in an organized automobile track event.
7. Punitive or exemplary damages.

**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 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 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 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 determination 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 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.

### **ACTION AGAINST US**

No person alleging coverage under **Part 12. Bodily Injury Caused By An Underinsured** may bring an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 12. Bodily Injury Caused By An Underinsured Auto**, unless there is full compliance with all policy terms and such action is commenced no later than two years after the date the cause of action accrues.

If a person alleging coverage commences action against the owner or operator of an underinsured **auto** to recover damages for loss arising out of the **accident** and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date the cause of action accrues, but in no event later than the earliest of the following to occur:

- A. two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an underinsured **auto**; or
- B. two years after **we** deny coverage.

## OPTIONAL INSURANCE (CONTINUED)

If any person alleging coverage sues a person believed responsible for the **accident** without our written consent, **we** are not bound by any resulting judgment.

### GENERAL PROVISIONS AND EXCLUSIONS

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 or has been awarded a judgment without **our** consent, **we** will not be bound by that settlement or judgment.

#### 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 calculated on that part of a judgment that is within **our** limit of liability and accruing after judgment, and until **we** pay, offer to pay, or deposit in court, the amount due under this coverage.
- C. Up to \$50 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 resident of **your** household 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** then 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 recovers 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 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 these Parts.

---

### 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, or Terrorism

**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 any optional coverages (Parts 5, 6, 7, 8, 9, 10, 11, and 12) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion, terrorism or revolution or any act incident to any of these.

---

### 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, 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** will pay the repair shop directly; however, the repair shop must certify 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 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 by your acts or neglect except that **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**.

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

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 Optional Bodily Injury To Others, Medical Payments, Collision, Limited Collision, Comprehensive and Bodily Injury Caused By An Underinsured Auto (Parts 5, 6, 7, 8, 9, and 12) 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** consider the **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 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 but not limited to the description, ownership, type of usage and place of garaging of **your auto**; and the **household members** and individuals who customarily operate **your auto**.

---

### 20. Pre-Insurance Inspection

Massachusetts law requires that **we** inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). The required inspection of **your auto** may 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 the state approved Form B/pre-insurance inspection form 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. Assignment

With respect to Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) an assignment of interest under this policy will not bind **us** without **our** consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee shall acquire no rights under this contract and **we** shall not recognize any such assignment. This limitation upon assignment shall not affect **our** right to subrogation under this contract.

---

### 22. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Massachusetts.

---

### 23. ARBITRATION (Parts 1, 2, 3, 4, 5, 6, 10, 11, 12)

Under Parts 1, 2, 3, 4, 5, 6, 10, 11, and 12, if any person making claim and **we** do not agree that such person is legally entitled to recover damages, or the amount of payment, then the person making claim and **we** may elect by mutual agreement at the time of the dispute to settle the matter by arbitration. Arbitration pursuant to this contract

---

## GENERAL PROVISIONS AND EXCLUSIONS (CONTINUED)

---

under Parts 1, 2, 3, 4, 5, 6, 10, 11, and 12 shall be subject to the following:

1. Each party will select an arbitrator and the two arbitrators so named will select a third arbitrator. Each party shall pay its own arbitrator, attorney fees, costs of arbitration, fees of experts and 50% of the third arbitrator's fees to the extent allowed by law.
2. No arbitrator shall have the authority to award punitive damages or attorney's fees;
3. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
4. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

If such arbitrators are not selected within 45 days of such request, either party may request that the matter be submitted for arbitration to the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Unless both parties agree otherwise, arbitration will take place in the county and state in which the person making claim lives.

---

## CANCELLATION AND RENEWAL

---

### 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. 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 by giving **us** written notice.

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

1. **You** have not paid **your** premium on this policy;
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; or
3. There is a suspension or revocation during the policy period of the operator's license or motor vehicle registration of **you** or any other person residing in the same household as **you** and who usually operates a motor vehicle insured under the policy.
4. **You** fail to comply with a request for a motor vehicle safety inspection test for a vehicle that was previously totaled in a prior accident;
5. **You** fail to complete and furnish **us** with a renewal application on a form prescribed by the Commissioner at least 30 days before the expiration of the previous policy period.

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** and Damage To Someone Else's Property (Parts 3 and 4) to the minimum limits **we** are required to sell.

**We** can cancel Emergency Road Service (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, for reasons other than those listed above if **we** do so within the first 90 days of the policy period, 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**.

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.

---

## CANCELLATION AND RENEWAL (CONTINUED)

---

If the policy is cancelled, the amount of **your** refund will be determined by a pro-rata calculation based on the number of days the policy was in effect.

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 our decision. **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 **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.

---

## WHEN THERE IS AN ACCIDENT OR LOSS

---

### First, Help Any Injured Person

Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the automobile from further damage or loss. **We** will pay for any reasonable expenses incurred in doing this.

### Second, Notify the Police, Registry Or Fire Department

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. 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.

### Third, File The Claim With Us

**We** do not know about **accidents** or losses until **you** or someone else notifies **us**. **We** 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.

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**.

---

### Fourth, Cooperate With Us

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.

**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.



W. C. E. Robinson  
Secretary



O. M. Nicely  
President

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