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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY CONVEYANCE EXCLUSION ENDORSEMENT

The provisions of the Policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. Part A – Liability Coverage

Exclusion **A.5.** is replaced by the following:

We do not provide Liability Coverage for any "insured":

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**A.5.**) does not apply to a share-the-expense car pool.

III. Part B – Medical Payments Coverage

Exclusion **2.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**2.**) does not apply to a share-the-expense car pool.

IV. Part D – Coverage For Damage To Your Auto

Exclusion **1.** is replaced by the following:

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**1.**) does not apply to a share-the-expense car pool.

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PERSONAL INJURY PROTECTION COVERAGE – MASSACHUSETTS

THE COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT INCLUDE PERSONAL INJURY PROTECTION FOR OWNERS, OPERATORS OR GUESTS OF OWNERS OR OPERATORS WHO INCUR BODILY INJURY WHILE OPERATING OR RIDING AS A GUEST ON A MOTORCYCLE.

SCHEDULE

Personal Injury Protection Benefits	Limit Of Liability
Limit For The Total Of All Personal Injury Protection Benefits	\$ 8,000 per person
Personal Injury Protection Coverage Deductible	
<p>As indicated below or in the Declarations, the total amount of medical and funeral expenses, loss of income and replacement services is subject to a deductible of:</p> <p style="text-align: right;">\$</p> <p>applicable to either of the following:</p> <p><input type="checkbox"/> The "named insured"; or</p> <p><input type="checkbox"/> The "named insured" and any "family member".</p>	

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

I. Definitions

A. The following definitions are replaced:

1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is a resident of the "named insured's" household. This includes a ward or foster child.
2. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
3. "Trailer" means any vehicle or object on wheels and having no motive power of its own, but which is drawn by, or used in combination with, a "motor vehicle". Such vehicle does not include:
 - a. A pole dolly or pole dickey;
 - b. A pair of wheels commonly used as an implement for other purposes than transportation;
 - c. A portable, collapsible or separate two-wheel tow dolly limited only to the purpose of transporting or towing a registered vehicle;

- d. Farm machinery or implements when used in connection with the operation of a farm or estate; or
- e. A vehicle when towed behind a farm tractor and used in connection with the operation of a farm or estate.
4. "Your covered auto" means a "motor vehicle" owned by the "named insured":
 - a. To which the bodily injury liability coverage of this Policy applies and for which a specific premium is charged; and
 - b. For which the "named insured" is required by the Massachusetts General Laws to maintain financial responsibility.

B. The following definitions are added:

1. "Health benefits plan" means any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership or corporation, other than a government plan.

2. "Motor vehicle" means a:
 - a. Vehicle constructed and designed for propulsion by power other than muscular power including such vehicles when pulled or towed by another motor vehicle; or
 - b. "Trailer".

However, "motor vehicle" does not include:

- a. Railroad and railway cars;
 - b. Trolley motor or trackless trolleys as defined under Massachusetts law;
 - c. Vehicles running only upon rails or tracks;
 - d. Vehicles used for other purposes than the transportation of property and incapable of being driven at a speed exceeding 12 miles per hour and which are:
 - (1) Used exclusively for the building, repair and maintenance of highways; or
 - (2) Designed especially for use elsewhere than on the travelled part of ways;
 - e. Wheelchairs owned and operated by invalids;
 - f. Vehicles which are operated or guided by a person on foot; or
 - g. Motorized bicycles.
3. "Named insured" means the person named in the Declarations.
 4. "Pedestrian" includes persons operating bicycles, tricycles and similar vehicles and persons upon horseback or in vehicles drawn by horses or other draft animals.

C. "Insured" as used in this endorsement means:

1. The "named insured" or any "family member":
 - a. While "occupying"; or
 - b. Who is a "pedestrian" struck by; a "motor vehicle".
2. Any other person:
 - a. While "occupying"; or

- b. Who is a "pedestrian" struck by; "your covered auto".

II. Personal Injury Protection Coverage

Insuring Agreement

A. We will pay, in accordance with the Massachusetts General Laws, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the ownership, operation, maintenance, control or use of a "motor vehicle" as a vehicle.

B. Subject to the limit shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

1. Medical And Funeral Expenses

Payment for all reasonable expenses incurred within two years from the date of the accident for necessary:

- a. Medical, surgical, X-ray and dental services, including prosthetic devices; and
- b. Ambulance, hospital, professional nursing and funeral services.

However, we will only pay up to \$2,000 for necessary medical and funeral expenses described in Paragraph II.B.1. above if and to the extent that such expenses have been or will be compensated, paid or indemnified under any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services.

2. Loss Of Income

Any amounts actually lost by reason of inability to work and earn wages, salary or their equivalent, but not other income, that would otherwise have been earned in the normal course of the injured "insured's" employment.

- a. If an "insured" is entitled to wages, salary or their equivalent under any program for continuation of such wages, salary or their equivalent, we will pay an amount that, together with any payments due under any program for continuation of wages, salary or their equivalent will provide 75% of the "insured's" average weekly wages, salary or their equivalent for the year immediately preceding the accident.
- b. If an "insured" is not entitled to wages, salary or their equivalent under any program for continuation of such wages, salary or their equivalent, we will pay 75% of an "insured's" average weekly wages, salary or their equivalent for the year immediately preceding the accident.

3. Replacement Services

Reasonable expenses made to others who are not members of the "insured's" household and reasonably incurred in obtaining from those others ordinary and necessary services that the "insured" would have performed:

- a. Without pay; and
- b. For the benefit of the "insured" and/or members of the "insured's" household.

Exclusions

- A. We do not provide Personal Injury Protection Coverage for any "insured" for "bodily injury":
 - 1. Sustained while under the influence of alcohol or a narcotic drug as defined under Massachusetts law.
 - 2. Sustained while committing a felony or seeking to avoid lawful apprehension or arrest by a police officer.
 - 3. Sustained with the specific intent of causing injury or damage to himself, herself or others.
 - 4. Who is entitled to benefits under any workers' compensation law for the same injury.
 - 5. Sustained while operating or "occupying" a motorcycle, moped or similar type vehicle.
 - 6. Sustained during any period of time a "motor vehicle" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

- B. We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by:

- 1. The "named insured" or any "family member" while "occupying", or while a "pedestrian" struck by, any "motor vehicle" other than "your covered auto" for which the security required by the compulsory automobile insurance law of Massachusetts is in effect.
- 2. Any person, other than:
 - a. The "named insured" or any "family member"; or
 - b. A Massachusetts resident; if the accident occurs outside of Massachusetts.

- C. We do not provide Personal Injury Protection Coverage for "bodily injury":

- 1. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the foregoing.
- 2. Resulting from:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 other hazardous properties of nuclear material.

Limit Of Liability

- A. The Limit Of Liability shown in the Schedule or in the Declarations for Personal Injury Protection Coverage is our maximum limit of liability for each "insured" injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. "Your covered autos" or premiums shown in the Declarations; or

4. "Your covered autos" involved in the accident.
- B.** We will not make a duplicate payment under this coverage for any element of loss:
1. For which payment has been made by or on behalf of persons or organizations who may be legally responsible; or
 2. To the extent that damages for expenses and loss are otherwise recoverable as a personal injury protection benefit in a court judgment or settlement.
- C.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any disability benefits law or similar law.
- D.** The amount of any deductible shown in the Schedule or Declarations shall be deducted from the Limit Of Liability shown in the Schedule or in the Declarations. Such deductible shall be applicable to:
1. The "named insured"; or
 2. The "named insured" and any "family member";
- as shown in the Schedule or in the Declarations.

Other Insurance

If there is other Personal Injury Protection Insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible Personal Injury Protection Insurance.

III. Part E – Duties After An Accident Or Loss

- A.** Duties **A.** and **B.3.** are replaced by the following:
- A.** We must be notified as soon as practicable after the accident occurs, and in every case, within at least two years from the date of the accident. Notice must include a written description of the nature and extent of injuries sustained, treatment received and contemplated and such other information as may assist in determining the amount due and payable.

- B.** An "insured":
3. Must submit to physical examinations by physicians we select as often as may be reasonably required and will do all things necessary to enable us to obtain medical reports and other needed information to assist in determining the amounts due.

- B.** The following duty is added:
- If an "insured" makes a claim for loss of income benefits, that "insured" must authorize us to:
1. Obtain details of all wage or salary payments, or their equivalent, paid to the "insured" by any employer in the year immediately preceding the date of accident, or earned by the "insured"; and
 2. Make any reasonable necessary investigation as to whether or not such loss may be reduced as a result of any program calling for the continuance of such wage, salary or earnings during absence from work.

IV. Part F – General Provisions

- A.** Paragraph **B.** of the **Policy Period And Territory** provision is replaced by the following:
- B.** The policy territory is:
1. The United States of America, its territories or possessions; or
 2. Canada.

- B.** The following provisions are added:

Prompt Payment Of Claims

1. Upon notification of a disability from a licensed physician, payments for medical expenses described under Section **II.B.1.** above will begin within 10 days or we will give written notice of our intent not to make such payments, specifying the reasons for the nonpayment.
2. If benefits due and payable remain unpaid for more than 30 days after satisfactory proof of claim is received, any unpaid party shall have a right to commence an action in contract for amounts determined to be due in accordance with this endorsement.

Premium Recomputation

The premium for this Policy has been established in reliance upon the limitations on the right to recover damages contained in the Massachusetts General Laws. If a court of competent jurisdiction:

1. Declares; or
2. Enters a judgment, the effect of which is to render;

the provisions of the General Laws invalid or unenforceable, in whole or in part, we shall have the right to:

1. Recompute the policy premium; and
2. At our option, void or amend the provisions of this endorsement.

Coordination Of Coverage

- A. Any amounts payable under Part **B** of this Policy shall be excess over the first \$2,000 of medical and funeral expenses paid under the Personal Injury Protection Coverage provided under this Policy when:
 1. A "health benefits plan" is available to pay benefits; and
 2. The "health benefits plan" includes a provision stating that coverage is secondary to other coverage for health care services.

However, if coverage provided under Part **B** is exhausted, the Personal Injury Protection Coverage under this Policy will apply up to the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations.

- B. Any amounts payable under Part **B** of this Policy shall be excess over the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations when a "health benefits plan" is not available to pay benefits.

Renewal Or Continuation Of A Policy Of Health, Sickness Or Disability Insurance

Within two years from the date of the accident, we may pay the cost of renewing or continuing a policy of health, sickness or disability insurance to an "insured" who is unwilling or unable to pay such cost. Upon receipt of such payment, the "insured" shall continue that policy of insurance or an equivalent policy in force for the two-year period. Prior to receipt of such payment, the "insured" shall not be compelled to renew or maintain any policy of insurance that is in force.

The payment of such cost by us shall not interfere in any way with the "insured's" choice of physician or course of medical treatment.



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UNDERINSURED MOTORISTS COVERAGE – MASSACHUSETTS

SCHEDULE

Limit Of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ Each Person	\$	\$	\$
\$ Each Accident			

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if **1.** or **2.** below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned by any governmental unit or agency unless the insurer of the vehicle or equipment owned by the governmental unit or agency is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not upon public roads.
5. While located for use as a residence or premises.
6. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
7. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

Exclusions

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle owned by you for which the minimum limits of liability as required by Massachusetts law to be provided under a motor vehicle liability policy are not in effect.

2. By any "family member" while "occupying", or when struck by, any motor vehicle owned by that "family member" for which the minimum limits of liability as required by Massachusetts law to be provided under a motor vehicle liability policy are not in effect.
- B.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by:
1. You while "occupying" "your covered auto" when it is being used as a public or livery conveyance and which is not insured for this coverage under this Policy. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
This exclusion (**B.1.**) does not apply to a share-the-expense car pool.
 2. Any "insured" while "occupying" "your covered auto" during any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
 3. Any "insured" using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (**B.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
- C.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D.** We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

- A.** The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";

2. Claims made;
 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
 4. Vehicles involved in the accident.
- B.** The limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** of this Policy.
- C.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A**, Part **B** or Part **C** of this Policy; or
 2. Personal Injury Protection Coverage.
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

Other Insurance

If there is other applicable insurance available under more than one policy or provision of coverage that is similar to the insurance provided under this endorsement:

- A.** Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on the same level of priority.
- B.** The following priorities of recovery apply:

First	Any policy affording Underinsured Motorists Coverage to the "insured" as a named insured
Second	Any policy affording Underinsured Motorists Coverage to the "insured" as a family member
Third	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident

However, with respect to you while "occupying" a vehicle owned by you, only the Underinsured Motorists Coverage applicable to that vehicle will apply.

- C. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

Arbitration

- A. If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the compulsory automobile insurance law of Massachusetts. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Additional Duties

A person seeking coverage under this endorsement must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

General Provisions

The following is added to the **Our Right To Recover Payment** provision in Part F:

Our Right To Recover Payment

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

Our rights do not apply under Paragraph **A.** with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.



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UNINSURED MOTORISTS COVERAGE – MASSACHUSETTS

Part C – Uninsured Motorists Coverage is replaced by the following:

Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the applicable minimum limits for bodily injury liability required by the compulsory automobile insurance law of Massachusetts.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or

b. Has been declared to be insolvent by a court of competent jurisdiction:

- (1) As of the date of the accident; or
- (2) Within one year after the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency unless the insurer of the vehicle or equipment owned by the governmental unit or agency is or becomes insolvent.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

Exclusions

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle owned by you for which the minimum limits of liability as required by Massachusetts law to be provided under a motor vehicle liability policy are not in effect.
2. By any "family member" while "occupying", or when struck by, any motor vehicle owned by that "family member" for which the minimum limits of liability as required by Massachusetts law to be provided under a motor vehicle liability policy are not in effect.

B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by:

1. Any "insured" if that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.

2. You while "occupying" "your covered auto" when it is being used as a public or livery conveyance and which is not insured for this coverage under this Policy. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.2.) does not apply to a share-the-expense car pool.

3. Any "insured" while "occupying" "your covered auto" during any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

4. Any "insured" while "occupying" "your covered auto" without your express or implied consent but only to the extent that the limits of liability for this coverage exceed the lesser of:

- a. The limit of liability for this coverage; or
- b. \$35,000 for each person, subject to \$80,000 for each accident.

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

A. The Limit Of Liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the Limit Of Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

- 1. Part A or Part B of this Policy; or
- 2. Any Underinsured Motorists Coverage or Personal Injury Protection Coverage provided by this Policy.

C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

Other Insurance

If there is other applicable insurance available under more than one policy or provision of coverage that is similar to the insurance provided under this endorsement:

A. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on the same level of priority.

B. The following priorities of recovery apply:

First	Any policy affording Uninsured Motorists Coverage to the "insured" as a named insured
Second	Any policy affording Uninsured Motorists Coverage to the "insured" as a family member
Third	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident

However, with respect to you while "occupying" a vehicle owned by you, only the Uninsured Motorists Coverage applicable to that vehicle will apply.

C. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

Arbitration

- A.** If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B.** Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and

2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the compulsory automobile insurance law of Massachusetts. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Part F – General Provisions

The following is added to the **Our Right To Recover Payment** provision of Part F:

Our Right To Recover Payment

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION NETWORK DRIVER COVERAGE (NO PASSENGER) – MASSACHUSETTS

SCHEDULE

Transportation Network Platform(s)			
Description Of Vehicle			
1.			
2.			
3.			
Coverage is provided where a premium is shown for the coverage.			
Coverages	Premium		
	Vehicle 1	Vehicle 2	Vehicle 3
Liability	\$	\$	\$
Medical Payments	\$	\$	\$
Uninsured Motorists	\$	\$	\$
Collision	\$	\$	\$
Other Than Collision	\$	\$	\$
Underinsured Motorists	\$	\$	\$
Personal Injury Protection	\$	\$	\$

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The provisions of the Policy apply unless modified by this endorsement.

I. Definitions

The following definition is added:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. Part A – Liability Coverage

Exclusion **A.5.** is replaced by the following:

We do not provide Liability Coverage for any "insured":

- 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time that "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**A.5.**) does not apply to:

- a. A share-the-expense car pool; or
- b. The ownership or operation of a vehicle during any period of time that "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

III. Part B – Medical Payments Coverage

Exclusion 2. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time that "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (2.) does not apply:

- a. To a share-the-expense car pool; or
- b. While "occupying" "your covered auto" during any period of time that "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

IV. Part C – Uninsured Motorists Coverage

Exclusions B.2. and B.3. are replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by:

2. You while "occupying" "your covered auto" when it is being used as a public or livery conveyance and which is not insured for this coverage under this Policy. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.2.) does not apply to:

- a. A share-the-expense car pool; or
- b. You while "occupying" "your covered auto" during any period of time any "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and

- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

3. Any "insured" while "occupying" "your covered auto" during any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.3.) does not apply to any "insured" while "occupying" "your covered auto" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:

- a. Such vehicle is described in the Schedule or in the Declarations; and
- b. A specific premium charge indicates that coverage under this Part is provided for such vehicle.

V. Part D – Coverage For Damage To Your Auto

Exclusion 1. is replaced by the following:

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool; or
- b. While it is being used during any period of time that person is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

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VI. Underinsured Motorists Coverage Endorsement

If the Underinsured Motorists Coverage Endorsement is attached to the Policy, Exclusions **B.1.** and **B.2.** are replaced by the following:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by:

1. You while "occupying" "your covered auto" when it is being used as a public or livery conveyance and which is not insured for this coverage under this Policy. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
 - a. A share-the-expense car pool; or
 - b. You while "occupying" "your covered auto" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that Underinsured Motorists Coverage is provided for such vehicle.
2. Any "insured" while "occupying" "your covered auto" during any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**B.2.**) does not apply to any "insured" while "occupying" "your covered auto" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:

- a. Such vehicle is described in the Schedule or in the Declarations; and
- b. A specific premium charge indicates that Underinsured Motorists Coverage is provided for such vehicle.

VII. Personal Injury Protection Coverage

Exclusion **A.6.** is replaced by the following:

We do not provide Personal Injury Protection Coverage for any "insured" for "bodily injury":

6. Sustained during any period of time a "motor vehicle" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**A.6.**) does not apply to any "insured" while "occupying" a "motor vehicle" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:

- a. Such vehicle is described in the Schedule or in the Declarations; and
- b. A specific premium charge indicates that Personal Injury Protection Coverage is provided for such vehicle.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TRANSPORTATION NETWORK DRIVER COVERAGE (NO PASSENGER) – MASSACHUSETTS

SCHEDULE

Transportation Network Platform(s)			
Description Of Vehicle			
1.			
2.			
3.			
Coverage is provided where a premium is shown for the coverage.			
Coverages	Premium		
	Vehicle 1	Vehicle 2	Vehicle 3
Liability	\$	\$	\$
Medical Payments	\$	\$	\$
Uninsured Motorists	\$	\$	\$
Collision	\$	\$	\$
Other Than Collision	\$	\$	\$
Underinsured Motorists	\$	\$	\$
Personal Injury Protection	\$	\$	\$

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The provisions of the Policy apply unless modified by this endorsement.

I. Definitions

The following definition is added:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. Part A – Liability Coverage

Exclusion **A.5.** is replaced by the following:

We do not provide Liability Coverage for any "insured":

- 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time that "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**A.5.**) does not apply to:

- a. A share-the-expense car pool; or
- b. The ownership or operation of a vehicle during any period of time that "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

III. Part B – Medical Payments Coverage

Exclusion 2. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time that "insured" is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (2.) does not apply:

- a. To a share-the-expense car pool; or
- b. While "occupying" "your covered auto" during any period of time that "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

IV. Part C – Uninsured Motorists Coverage

Exclusions B.2. and B.3. are replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by:

2. You while "occupying" "your covered auto" when it is being used as a public or livery conveyance and which is not insured for this coverage under this Policy. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.2.) does not apply to:

- a. A share-the-expense car pool; or

- b. You while "occupying" "your covered auto" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

3. Any "insured" while "occupying" "your covered auto" during any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.3.) does not apply to any "insured" while "occupying" "your covered auto" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:

- a. Such vehicle is described in the Schedule or in the Declarations; and
- b. A specific premium charge indicates that coverage under this Part is provided for such vehicle.

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V. Part D – Coverage For Damage To Your Auto

Exclusion 1. is replaced by the following:

We will not pay for:

- 1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool; or
- b. While it is being used during any period of time that person is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

VI. Underinsured Motorists Coverage Endorsement

If the Underinsured Motorists Coverage endorsement is attached to the Policy, Exclusions B.1. and B.2. are replaced by the following:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by:

- 1. You while "occupying" "your covered auto" when it is being used as a public or livery conveyance and which is not insured for this coverage under this Policy. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.1.) does not apply to:

- a. A share-the-expense car pool; or

- b. You while "occupying" "your covered auto" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport such passenger if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that Underinsured Motorists Coverage is provided for such vehicle.

- 2. Any "insured" while "occupying" "your covered auto" during any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.2.) does not apply to any "insured" while "occupying" "your covered auto" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport such passenger if:

- a. Such vehicle is described in the Schedule or in the Declarations; and
- b. A specific premium charge indicates that Underinsured Motorists Coverage is provided for such vehicle.

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VII. Personal Injury Protection Coverage

Exclusion **A.6.** is replaced by the following:

We do not provide Personal Injury Protection Coverage for any "insured" for "bodily injury":

- 6. Sustained during any period of time a "motor vehicle" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**A.6.**) does not apply to any "insured" while "occupying" a "motor vehicle" during any period of time an "insured" is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport such passenger if:

- a. Such vehicle is described in the Schedule or in the Declarations; and

- b. A specific premium charge indicates that Personal injury Protection Coverage is provided for such vehicle.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE – MASSACHUSETTS

THE COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT INCLUDE PERSONAL INJURY PROTECTION FOR OWNERS, OPERATORS OR GUESTS OF OWNERS OR OPERATORS WHO INCUR BODILY INJURY WHILE OPERATING OR RIDING AS A GUEST ON A MOTORCYCLE.

SCHEDULE

Personal Injury Protection Benefits	Limit Of Liability
Limit For The Total Of All Personal Injury Protection Benefits	\$ 8,000 per person
Personal Injury Protection Coverage Deductible	
<p>As indicated below or in the Declarations, the total amount of medical and funeral expenses, loss of income and replacement services is subject to a deductible of: \$</p> <p>applicable to either of the following:</p> <p><input type="checkbox"/> The "named insured"; or</p> <p><input type="checkbox"/> The "named insured" and any "family member".</p>	

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

I. Definitions

A. The following definitions are replaced:

1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is a resident of the "named insured's" household. This includes a ward or foster child.
2. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
3. "Trailer" means any vehicle or object on wheels and having no motive power of its own, but which is drawn by, or used in combination with, a "motor vehicle". Such vehicle does not include:
 - a. A pole dolly or pole dickey;
 - b. A pair of wheels commonly used as an implement for other purposes than transportation;
 - c. A portable, collapsible or separate two-wheel tow dolly limited only to the purpose of transporting or towing a registered vehicle;

- d. Farm machinery or implements when used in connection with the operation of a farm or estate; or
- e. A vehicle when towed behind a farm tractor and used in connection with the operation of a farm or estate.
4. "Your covered auto" means a "motor vehicle" owned by the "named insured":
 - a. To which the bodily injury liability coverage of this Policy applies and for which a specific premium is charged; and
 - b. For which the "named insured" is required by the Massachusetts General Laws to maintain financial responsibility.

B. The following definitions are added:

1. "Health benefits plan" means any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership or corporation, other than a government plan.

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2. "Motor vehicle" means a:
- a. Vehicle constructed and designed for propulsion by power other than muscular power including such vehicles when pulled or towed by another motor vehicle; or

b. "Trailer".

However, "motor vehicle" does not include:

- a. Railroad and railway cars;
 - b. Trolley motor or trackless trolleys as defined under Massachusetts law;
 - c. Vehicles running only upon rails or tracks;
 - d. Vehicles used for other purposes than the transportation of property and incapable of being driven at a speed exceeding 12 miles per hour and which are:
 - (1) Used exclusively for the building, repair and maintenance of highways; or
 - (2) Designed especially for use elsewhere than on the travelled part of ways;
 - e. Wheelchairs owned and operated by invalids;
 - f. Vehicles which are operated or guided by a person on foot; or
 - g. Motorized bicycles.
3. "Named insured" means the person named in the Declarations.
4. "Pedestrian" includes persons operating bicycles, tricycles and similar vehicles and persons upon horseback or in vehicles drawn by horses or other draft animals.
- C. "Insured" as used in this endorsement means:
- 1. The "named insured" or any "family member":
 - a. While "occupying"; or
 - b. Who is a "pedestrian" struck by; a "motor vehicle".
 - 2. Any other person:
 - a. While "occupying"; or

b. Who is a "pedestrian" struck by; "your covered auto".

II. Personal Injury Protection Coverage

Insuring Agreement

A. We will pay, in accordance with the Massachusetts General Laws, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

- 1. Be caused by an accident; and
- 2. Arise out of the ownership, operation, maintenance, control or use of a "motor vehicle" as a vehicle.

B. Subject to the limit shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

1. Medical And Funeral Expenses

Payment for all reasonable expenses incurred within two years from the date of the accident for necessary:

- a. Medical, surgical, X-ray and dental services, including prosthetic devices; and
- b. Ambulance, hospital, professional nursing and funeral services.

However, we will only pay up to \$2,000 for necessary medical and funeral expenses described in Paragraph II.B.1. above if and to the extent that such expenses have been or will be compensated, paid or indemnified under any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services.

2. Loss Of Income

Any amounts actually lost by reason of inability to work and earn wages, salary or their equivalent, but not other income, that would otherwise have been earned in the normal course of the injured "insured's" employment.

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- a. If an "insured" is entitled to wages, salary or their equivalent under any program for continuation of such wages, salary or their equivalent, we will pay an amount that, together with any payments due under any program for continuation of wages, salary or their equivalent will provide 75% of the "insured's" average weekly wages, salary or their equivalent for the year immediately preceding the accident.
- b. If an "insured" is not entitled to wages, salary or their equivalent under any program for continuation of such wages, salary or their equivalent, we will pay 75% of an "insured's" average weekly wages, salary or their equivalent for the year immediately preceding the accident.

3. Replacement Services

Reasonable expenses made to others who are not members of the "insured's" household and reasonably incurred in obtaining from those others ordinary and necessary services that the "insured" would have performed:

- a. Without pay; and
- b. For the benefit of the "insured" and/or members of the "insured's" household.

Exclusions

- A. We do not provide Personal Injury Protection Coverage for any "insured" for "bodily injury":
 - 1. Sustained while under the influence of alcohol or a narcotic drug as defined under Massachusetts law.
 - 2. Sustained while committing a felony or seeking to avoid lawful apprehension or arrest by a police officer.
 - 3. Sustained with the specific intent of causing injury or damage to himself, herself or others.
 - 4. Who is entitled to benefits under any workers' compensation law for the same injury.
 - 5. Sustained while operating or "occupying" a motorcycle, moped or similar type vehicle.
 - 6. Sustained during any period of time a "motor vehicle" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

B. We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by:

- 1. The "named insured" or any "family member" while "occupying", or while a "pedestrian" struck by, any "motor vehicle" other than "your covered auto" for which the security required by the compulsory automobile insurance law of Massachusetts is in effect.
- 2. Any person, other than:
 - a. The "named insured" or any "family member"; or
 - b. A Massachusetts resident; if the accident occurs outside of Massachusetts.

C. We do not provide Personal Injury Protection Coverage for "bodily injury":

- 1. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the foregoing.
- 2. Resulting from:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 other hazardous properties of nuclear material.

Limit Of Liability

- A. The Limit Of Liability shown in the Schedule or in the Declarations for Personal Injury Protection Coverage is our maximum limit of liability for each "insured" injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. "Your covered autos" or premiums shown in the Declarations; or

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- 4. "Your covered autos" involved in the accident.
- B. We will not make a duplicate payment under this coverage for any element of loss:
 - 1. For which payment has been made by or on behalf of persons or organizations who may be legally responsible; or
 - 2. To the extent that damages for expenses and loss are otherwise recoverable as a personal injury protection benefit in a court judgment or settlement.
- C. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any disability benefits law or similar law.
- D. The amount of any deductible shown in the Schedule or Declarations shall be deducted from the Limit Of Liability shown in the Schedule or in the Declarations. Such deductible shall be applicable to:
 - 1. The "named insured"; or
 - 2. The "named insured" and any "family member";
 as shown in the Schedule or in the Declarations.

Other Insurance

If there is other Personal Injury Protection Insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible Personal Injury Protection Insurance.

III. Part E – Duties After An Accident Or Loss

- A. Duties A. and B.3. are replaced by the following:
 - A. We must be notified as soon as practicable after the accident occurs, and in every case, within at least two years from the date of the accident. Notice must include a written description of the nature and extent of injuries sustained, treatment received and contemplated and such other information as may assist in determining the amount due and payable.

- B. An "insured":
 - 3. Must submit to physical examinations by physicians we select as often as may be reasonably required and will do all things necessary to enable us to obtain medical reports and other needed information to assist in determining the amounts due.

- B. The following duty is added:

If an "insured" makes a claim for loss of income benefits, that "insured" must authorize us to:

 - 1. Obtain details of all wage or salary payments, or their equivalent, paid to the "insured" by any employer in the year immediately preceding the date of accident, or earned by the "insured"; and
 - 2. Make any reasonable necessary investigation as to whether or not such loss may be reduced as a result of any program calling for the continuance of such wage, salary or earnings during absence from work.

IV. Part F – General Provisions

- A. Paragraph B. of the **Policy Period And Territory** provision is replaced by the following:
 - B. The policy territory is:
 - 1. The United States of America, its territories or possessions; or
 - 2. Canada.

- B. The following provisions are added:

Prompt Payment Of Claims

- 1. Upon notification of a disability from a licensed physician, payments for medical expenses described under Section II.B.1. above will begin within 10 days or we will give written notice of our intent not to make such payments, specifying the reasons for the nonpayment.
- 2. If benefits due and payable remain unpaid for more than 30 days after satisfactory proof of claim is received, any unpaid party shall have a right to commence an action in contract for amounts determined to be due in accordance with this endorsement.

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Premium Recomputation

The premium for this Policy has been established in reliance upon the limitations on the right to recover damages contained in the Massachusetts General Laws. If a court of competent jurisdiction:

- 1. Declares; or
- 2. Enters a judgment, the effect of which is to render;

the provisions of the General Laws invalid or unenforceable, in whole or in part, we shall have the right to:

- 1. Recompute the policy premium; and
- 2. At our option, void or amend the provisions of this endorsement.

Coordination Of Coverage

- A. Any amounts payable under Part **B** of this Policy shall be excess over the first \$2,000 of medical and funeral expenses paid under the Personal Injury Protection Coverage provided under this Policy when:
 - 1. A "health benefits plan" is available to pay benefits; and
 - 2. The "health benefits plan" includes a provision stating that coverage is secondary to other coverage for health care services.

However, if coverage provided under Part **B** is exhausted, the Personal Injury Protection Coverage under this Policy will apply up to the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations.

- B. Any amounts payable under Part **B** of this Policy shall be excess over the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations when a "health benefits plan" is not available to pay benefits.

Renewal Or Continuation Of A Policy Of Health, Sickness Or Disability Insurance

Within two years from the date of the accident, we may pay the cost of renewing or continuing a policy of health, sickness or disability insurance to an "insured" who is unwilling or unable to pay such cost. Upon receipt of such payment, the "insured" shall continue that policy of insurance or an equivalent policy in force for the two-year period. Prior to receipt of such payment, the "insured" shall not be compelled to renew or maintain any policy of insurance that is in force.

The payment of such cost by us shall not interfere in any way with the "insured's" choice of physician or course of medical treatment.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE – MASSACHUSETTS
SCHEDULE

Limit Of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ Each Person	\$	\$	\$
\$ Each Accident			

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if **1.** or **2.** below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned by any governmental unit or agency unless the insurer of the vehicle or equipment owned by the governmental unit or agency is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not upon public roads.
5. While located for use as a residence or premises.
6. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
7. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

Exclusions

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle owned by you for which the minimum limits of liability as required by Massachusetts law to be provided under a motor vehicle liability policy are not in effect.

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2. By any "family member" while "occupying", or when struck by, any motor vehicle owned by that "family member" for which the minimum limits of liability as required by Massachusetts law to be provided under a motor vehicle liability policy are not in effect.

B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by:

1. You while "occupying" "your covered auto" when it is being used as a public or livery conveyance and which is not insured for this coverage under this pPolicy. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This ~~E~~exclusion (**B.1.**) does not apply to a share-the-expense car pool.

2. Any "insured" while "occupying" "your covered auto" during any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

~~32.~~ Any "insured" using a vehicle without a reasonable belief that that "insured" is entitled to do so. This ~~E~~exclusion (**B.32.**) does not apply to a "family member" using "your covered auto" which is owned by you.

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

A. The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";

2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

B. The limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** of this pPolicy.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **A**, Part **B** or Part **C** of this pPolicy; or
2. Personal Injury Protection Coverage.

D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

Other Insurance

If there is other applicable insurance available under more than one policy or provision of coverage that is similar to the insurance provided under this endorsement:

A. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on the same level of priority.

B. The following priorities of recovery apply:

First	Any policy affording Underinsured Motorists Coverage to the "insured" as a named insured
Second	Any policy affording Underinsured Motorists Coverage to the "insured" as a family member
Third	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident

However, with respect to you while "occupying" a vehicle owned by you, only the Underinsured Motorists Coverage applicable to that vehicle will apply.

- C. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

Arbitration

- A. If we and an "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
 - 1. Whether the "insured" is legally entitled to recover damages; and
 - 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the compulsory automobile insurance law of Massachusetts. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Additional Duties

A person seeking coverage under this endorsement must also promptly:

- 1. Send us copies of the legal papers if a suit is brought; and
- 2. Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

General Provisions

The following is added to the **Our Right To Recover Payment** provision in Part F:

Our Right To Recover Payment

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

- 1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- 2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- 1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- 2. We also have a right to recover the advanced payment.

~~This endorsement must be attached to the Change Endorsement when issued after the policy is written.~~

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE – MASSACHUSETTS

Part C – Uninsured Motorists Coverage is replaced by the following:

Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the applicable minimum limits for bodily injury liability required by the compulsory automobile insurance law of Massachusetts.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or

b. Has been declared to be insolvent by a court of competent jurisdiction:

- (1) As of the date of the accident; or
- (2) Within one year after the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency unless the insurer of the vehicle or equipment owned by the governmental unit or agency is or becomes insolvent.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

Exclusions

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle owned by you for which the minimum limits of liability as required by Massachusetts law to be provided under a motor vehicle liability policy are not in effect.
2. By any "family member" while "occupying", or when struck by, any motor vehicle owned by that "family member" for which the minimum limits of liability as required by Massachusetts law to be provided under a motor vehicle liability policy are not in effect.

B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by:

1. Any "insured" if that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.

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2. You while "occupying" "your covered auto" when it is being used as a public or livery conveyance and which is not insured for this coverage under this Policy. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.2.) does not apply to a share-the-expense car pool.

3. Any "insured" while "occupying" "your covered auto" during any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

43. Any "insured" while "occupying" "your covered auto" without your express or implied consent but only to the extent that the limits of liability for this coverage exceed the lesser of:

- a. The limit of liability for this coverage; or
- b. \$35,000 for each person, subject to \$80,000 for each accident.

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

- 1. Part A or Part B of this Policy; or
- 2. Any Underinsured Motorists Coverage or Personal Injury Protection Coverage provided by this Policy.

C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

Other Insurance

If there is other applicable insurance available under more than one policy or provision of coverage that is similar to the insurance provided under this endorsement:

A. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on the same level of priority.

B. The following priorities of recovery apply:

First	Any policy affording Uninsured Motorists Coverage to the "insured" as a named insured
Second	Any policy affording Uninsured Motorists Coverage to the "insured" as a family member
Third	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident

However, with respect to you while "occupying" a vehicle owned by you, only the Uninsured Motorists Coverage applicable to that vehicle will apply.

C. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

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Arbitration

- A. If we and an "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
 - 1. Whether the "insured" is legally entitled to recover damages; and

- 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the compulsory automobile insurance law of Massachusetts. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Part F – General Provisions

The following is added to the **Our Right To Recover Payment** provision of Part F:

Our Right To Recover Payment

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

~~This endorsement must be attached to the Change Endorsement when issued after the policy is written.~~

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Introduction of a Reinforced Public or Livery Conveyance Exclusion and Related Optional Coverage Endorsements

Introduction

Recently, there has been growing attention to the rapid emergence of Transportation Network Companies (TNCs), also known as ride-sharing service providers, which generally enable peer-to-peer arrangement of vehicular transportation services, often on very short notice generally utilizing online-enabled smart phone applications or digital networks. This type of service typically operates in part by matching drivers with passengers who request a ride via an online-enabled smart phone application or digital network.

Based on Staff research, a typical scenario involving these services may include the following events:

Via a mobile application, passengers in search of a ride may locate drivers in close proximity by providing their location. A passenger may request a ride which may then be accepted by a participating driver. Methods of payment, including tip, may be submitted through this mobile application, as compared to submitting traditional methods of payments such as credit cards or cash, provided at the end of the ride.

Recently, multiple states have responded to these ride-sharing services via legislation and/or regulatory notifications. Trends in such TNC-related legislation and regulations typically address the insurance coverage requirements for drivers participating with such TNCs. To date, the enacted legislation and effective regulatory notices generally do not mandate that personal automobile insurance policies provide such coverage.

About This Filing

In response to the emergence of the TNCs and the potential exposures associated with participation in such services, ISO is introducing PP 23 40 10 15, Public Or Livery Conveyance Exclusion Endorsement that reinforces the current "public or livery conveyance" exclusion under the Personal Auto Program to explicitly address transportation network services. This filing also introduces related optional coverage endorsements for transportation network drivers.

New Forms

We are introducing the following forms:

- ◆ PP 23 40 10 15, Public Or Livery Conveyance Exclusion Endorsement
- ◆ PP 23 41 10 15, Transportation Network Driver Coverage (No Passenger)
- ◆ PP 23 45 10 15, Limited Transportation Network Driver Coverage (No Passenger)

Related Filing

Rules Filing PP-2015-RTNRU: Introduction of Transportation Network Driver Coverage Rule and Rating Provisions is being filed with a concurrent effective date.

Explanation of Changes

Currently, Part **A** - Liability Coverage of PP 00 01, Personal Auto Policy (PAP) contains the following exclusion:

- A. We do not provide Liability Coverage for any "insured":
 - 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.

Part **B** - Medical Payments Coverage, Part **C** - Uninsured Motorists Coverage, Part **D** - Coverage For Damage To Your Auto and PP 03 11, Underinsured Motorists Coverage also contain a similar exclusion.

In order to address the new exposures related to ride-sharing arrangements, ISO is reinforcing the "public or livery conveyance" exclusion currently available under the Personal Auto Policy (PAP) by introducing PP 23 40 10 15, Public Or Livery Conveyance Exclusion Endorsement.

Under this endorsement, the reinforced "public or livery conveyance" exclusion will reflect in part that ownership or operation of a vehicle while it is being used as a public or livery conveyance includes any period of time a vehicle is being used by any insured who is logged into a "transportation network platform" as a driver and that such exclusion applies whether or not a passenger is occupying the vehicle.

To coincide with the introduction of PP 23 40, ISO is also introducing optional coverage endorsements PP 23 41 10 15, Transportation Network Driver Coverage (No Passenger) and PP 23 45 10 15, Limited Transportation Network Driver Coverage (No Passenger). PP 23 41 provides an option to purchase

coverage for participation as a transportation network driver for the period of time from when the driver logs into a "transportation network platform" up until a passenger has entered the vehicle and PP 23 45 provides an option to purchase coverage for participation as a transportation network driver for the period of time from when the driver logs into a "transportation network platform" up until the driver accepts a request through the "transportation network platform" to transport a passenger.

PP 23 40 10 15, Public Or Livery Conveyance Exclusion Endorsement

PP 23 40 10 15, Public Or Livery Conveyance Exclusion Endorsement, is designed to be attached to all Personal Auto Policies unless PP 23 41 10 15, Transportation Network Driver Coverage (No Passenger) or PP 23 45 10 15, Limited Transportation Network Driver Coverage (No Passenger) is attached to the Personal Auto Policy. The specific changes to the PAP, introduced via PP 23 40, are as follows:

- ◆ A definition of "transportation network platform" is added to the Definitions section to provide:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

- ◆ A reinforced "public or livery conveyance" exclusion under:
 - Part A - Liability Coverage of the PAP;
 - Part B - Medical Payments Coverage of the PAP; and
 - Part D - Coverage For Damage To Your Auto of the PAP; to explicitly address participation as a TNC driver.

Currently, Uninsured Motorists Coverage/Underinsured Motorists Coverage (UM/UIM) is addressed in most states via state-specific endorsements. A majority of these UM/UIM state-specific endorsements currently contain a "public or livery conveyance" exclusion. In consideration of this, we felt it would be appropriate to incorporate the reinforced "public or livery conveyance" exclusion language addressing participation as a TNC driver under Uninsured Motorists Coverage and Underinsured Motorists Coverage directly within the appropriate state-specific endorsements, where applicable.

Transportation Network Driver Coverage Options

The optional Transportation Network Driver Coverage endorsements PP 23 41 10 15 and PP 23 45 10 15 are designed to give insurers the flexibility to provide

an option to purchase coverage for a transportation network driver for a specific period of time, as described within each endorsement. When such coverage is offered, the applicable endorsement is designed to replace PP 23 40 since the provisions of PP 23 40 are incorporated directly into each coverage endorsement. In addition to the definition of "transportation network platform", the exclusionary provisions contained in PP 23 40 and corresponding exclusionary provisions applicable to Uninsured Motorists Coverage and Underinsured Motorists Coverage, these coverage endorsements also contain the following:

- ◆ A schedule to reflect which transportation network platform(s) the "insured" is using as a participating driver, the description of the vehicle being used, as well as the coverages the insured is purchasing and the premium for the coverages for each described vehicle; and
- ◆ An exception to each exclusionary provision.

In order to accommodate the variation in the designators assigned to the exclusionary provisions applicable to Uninsured Motorists Coverage and Underinsured Motorists Coverage within different state-specific endorsements, in lieu of referencing the designator for the Uninsured Motorists Coverage/Underinsured Motorists Coverage exclusionary provision that is being replaced, we have provided a description of the exclusionary provision being replaced.

PP 23 41 10 15, Transportation Network Driver Coverage (No Passenger)

PP 23 41 contains an exception under Part A – Liability Coverage which provides, in part, that the exclusion does not apply to:

- b.** The ownership or operation of a vehicle during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1)** Such vehicle is described in the Schedule or in the Declarations; and
 - (2)** A specific premium charge indicates that coverage under this Part is provided for such vehicle.

Similar exceptions are also added to Part **B** - Medical Payments Coverage, Part **C** - Uninsured Motorists Coverage, Part **D** - Coverage For Damage To Your Auto and PP 03 11, Underinsured Motorists Coverage.

PP 23 45 10 15, Limited Transportation Network Driver Coverage (No Passenger)

PP 23 45 contains an exception under Part A – Liability Coverage which provides, in part, that the exclusion does not apply to:

- b. The ownership or operation of a vehicle during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
- (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

Similar exceptions are also added to Part **B** - Medical Payments Coverage, Part **C** - Uninsured Motorists Coverage, Part **D** - Coverage For Damage To Your Auto and PP 03 11, Underinsured Motorists Coverage.

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Massachusetts State-Specific Forms Supplement

About This Filing

This filing is being submitted as a supplement to the multistate introduction of a reinforced public or livery conveyance exclusion and related optional coverage endorsements for transportation network drivers.

Revised Forms

We are revising the following forms:

- ◆ PP 05 75 05 17 - Personal Injury Protection Coverage - Massachusetts
- ◆ PP 14 18 01 10 - Underinsured Motorists Coverage - Massachusetts
- ◆ PP 14 19 01 10 - Uninsured Motorists Coverage - Massachusetts

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above referenced editions to the 06 18 editions. Concurrent with implementation, the 06 18 editions will supersede the prior editions.

New Forms

We are introducing the following forms:

- ◆ PP 23 51 06 18 - Transportation Network Driver Coverage (No Passenger) - Massachusetts
- ◆ PP 23 52 06 18 - Limited Transportation Network Driver Coverage (No Passenger) - Massachusetts

Multistate Forms NOT Available For Use in Massachusetts

The following multistate endorsements are NOT available for use in Massachusetts:

- ◆ PP 23 41 10 15, Transportation Network Driver Coverage (No Passenger)
- ◆ PP 23 45 10 15, Limited Transportation Network Driver Coverage (No Passenger)

Background

In multistate filing PP-2015-OTNFR, in response to the emergence of the TNCs and the potential exposures associated with participation in such services, we introduced PP 23 40 10 15, Public Or Livery Conveyance Exclusion Endorsement that reinforces the current "public or livery conveyance" exclusion under the Personal Auto Program to explicitly address transportation network services. As part of the filing, we also introduced related optional coverage endorsements for transportation network drivers.

Mass. Gen. Laws Ann. ch. 175, § 228 provides, in part, "[i]nsurers that write automobile insurance may exclude any and all coverage afforded under the policy issued to an owner or operator of a vehicle for any loss or injury that occurs while a driver is providing transportation network services or while a driver is providing a pre-arranged ride. This right to exclude all coverage may apply to any coverage included in an automobile insurance policy including, but not limited to... (ii) personal injury protection coverage as defined in section 34A of chapter 90; (iii) uninsured and underinsured motorist coverage..."

Explanation of Changes

To correspond with the revision made to the Personal Auto Policy via the introduction of PP 23 40, we are revising PP 14 18 01 10, Underinsured Motorists Coverage - Massachusetts and PP 14 19 01 10, Uninsured Motorists Coverage - Massachusetts to incorporate a reinforced "public or livery conveyance" exclusion which explicitly addresses participation as a TNC driver applicable to Uninsured and Underinsured Motorists Coverage.

In light of the provisions set forth in former H.B. 4570, we are introducing:

- ◆ An exclusion for Uninsured Motorists coverage and Underinsured Motorists coverage in PP 14 18 and PP 14 19 that explicitly addresses transportation network services.
- ◆ An exclusion for Personal Injury Protection coverage in PP 05 75 that explicitly addresses transportation network services.

In addition, we are introducing PP 23 51 11 17 and PP 23 52 11 17. PP 23 51 and PP 23 52 differ from multistate optional coverage endorsements PP 23 41 and PP 23 45, respectively, as follows:

- ◆ The exclusion under Part C - Uninsured Motorists Coverage has been replaced with the reinforced "public or livery conveyance" exclusion in PP 14 19. An additional exclusion has been added which specifically addresses transportation network services. Exceptions to these exclusions, similar to

the exceptions to the multistate Uninsured Motorists coverage exclusion, have been added.

- ◆ The exclusion applicable to the multistate Underinsured Motorists Coverage endorsement has been replaced with the reinforced "public or livery conveyance" exclusion in PP 14 18. An additional exclusion has been added which specifically addresses transportation network services. Exceptions to these exclusions, similar to the exceptions to the multistate Underinsured Motorists coverage exclusion, have been added.
- ◆ The exclusion applicable to Personal Injury Protection Coverage that is being introduced via PP 05 75 has been added. An exception to the exclusion, similar to the exceptions to the other multistate coverage exclusions, has also been added.

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