

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – MASSACHUSETTS

I. Definitions

The following is added to the **Definitions** section:

Throughout the policy, "minimum limits" refers to the following limits of liability as required by Massachusetts law, to be provided under a policy of automobile liability insurance:

1. \$20,000 for each person, subject to \$40,000 for each accident, with respect to "bodily injury"; and
2. \$5,000 for each accident with respect to "property damage".

II. Part A – Liability Coverage

A. Paragraph **A.** of the **Insuring Agreement** is replaced by the following:

A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. This applies even if any of the allegations of the suit are groundless, false or fraudulent. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

B. The following is added:

Throughout Part **A** of this policy, with respect to "property damage", ownership, maintenance or use of a vehicle includes its loading and unloading.

C. Paragraph **B.** of the **Limit Of Liability** provision is replaced by the following:

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

1. Part **B** or Part **C** of this policy; or

2. Any Underinsured Motorists Coverage or Personal Injury Protection Coverage provided by this policy.

III. Part B – Medical Payments Coverage

Paragraph **B.** of the **Limit Of Liability** provision is replaced by the following:

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 **C** of this policy; or
2. Any Underinsured Motorists Coverage or Personal Injury Protection Coverage provided by this policy.

IV. Part D – Coverage For Damage To Your Auto

A. The following is added to Paragraph **B.** of the **Limit Of Liability** provision:

Whenever the appraised cost of repair plus the probable salvage value may be reasonably expected to exceed the actual cash value of "your covered auto" or any "non-owned auto", we shall determine the actual cash value of the "your covered auto" or "non-owned auto". This determination shall be based on consideration of all of the following factors:

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

B. The following is added to the **Payment Of Loss provision:**

1. If we have a plan approved by the Commissioner of Insurance providing for direct payment for loss to the vehicle(s) insured under Part **D** prior to our receipt of a claim form stating that the repair work described in an appraisal made pursuant to regulations promulgated by the auto damage appraisers licensing board has been completed, then the following applies:

- a. If you elect not to repair the vehicle for which a claim payment has been made; or
- b. If you have not provided us with the claim form described above;

we will decrease the actual cash value of the vehicle by the amount of damage sustained plus any applicable deductible until we receive a claim form described above.

2. If you choose not to accept payment under our plan described in Paragraph **B.1.** above, or if we do not have a plan approved by the Commissioner of Insurance that provides for direct payment for loss to the vehicle(s) insured under Part **D**, then the following applies:

- a. If you instruct us in writing, we will pay the repair shop directly within seven days of receipt of the claim form that states that the repair work described in an appraisal made pursuant to the regulations promulgated by the auto damage appraisers licensing board has been completed.

Receipt of the claim form described above by registered mail shall be sufficient proof of receipt.

- b. If you elect not to repair the vehicle, or do not provide us with a claim form described above, we will decrease the actual cash value of the vehicle by the amount of damage sustained.
- c. If you do not provide us with a claim form described above, we will pay only the decrease in actual cash value of the vehicle, less any deductible.

C. The **Appraisal provision is replaced by the following:**

Appraisal

A. If you and we fail to agree as to the amount of loss, each will, on the written demand of either, within 60 days after we receive the proof of loss, select a competent and disinterested appraiser. The appraisal will be made at a reasonable time and place. The appraisers will first select a competent and disinterested umpire, and failing for 15 days to agree upon the umpire, at our request or your request, the umpire will be selected by a judge of a court of record in the county and state in which the appraisal is pending. The appraisers will then appraise the loss, stating separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An award in writing by any two will determine the amount of loss. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

D. The following provision is added and applies in place of any conflicting policy provision:

Mandatory Inspection

- 1. We have the right as authorized by Massachusetts regulation to inspect any:
 - a. Private passenger auto; or
 - b. Pickup or van;which you insure or intend to insure for Coverage For Damage To Your Auto under this policy.
- 2. When we require an inspection you must:
 - a. Cooperate; and
 - b. Make the vehicle available for the inspection.

V. Part E – Duties After An Accident Or Loss

Paragraphs **A.** and **D.** are replaced by the following:

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

Notice to our authorized representative is considered notice to us.

- D.** A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after a loss to protect "your covered auto" or any "non-owned auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police in the event of larceny, robbery or pilferage.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.
4. In the event of loss due to fire, submit a signed statement to the fire department that contains information concerning the fire loss as required by the state fire marshal.

VI. Part F – General Provisions

The **Termination** provision of Part **F** is replaced by the following:

Termination

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing notice at least 20 days prior to the effective date to the named insured shown in the Declarations at the address shown in this policy and obtaining a certificate of mailing receipt issued by the United States Post Office.
3. We will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than one year; or
- c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice by obtaining a certificate of mailing receipt issued by the United States Post Office to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 45 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
2. Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative does not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Termination By Operation Of Law

This policy will terminate with respect to "your covered auto" by operation of law in any of the following circumstances:

1. Another insurer files with the Registrar of Motor Vehicles a certificate of insurance covering the same "your covered auto" insured under the terminating policy. In this case, the policy will terminate on the date on which a new certificate of insurance filed with the Registrar of Motor Vehicles becomes effective.

2. You sell or transfer title to such "your covered auto". In this case, the coverage under this policy will terminate 30 days from the date of the sale or transfer, unless within the 30-day period you transfer the registration of "your covered auto" to a "newly acquired auto" that is a replacement vehicle.
3. You surrender the registration plates for such "your covered auto" to the Registrar of Motor Vehicles.

E. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

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 GUEST PASSENGERS OF MOTORCYCLES WHO SUFFER BODILY INJURY WHILE OPERATING OR RIDING AS A GUEST UPON SUCH VEHICLES.

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.
- 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.

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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOW SPEED VEHICLE ENDORSEMENT

SCHEDULE

Description And Type Of Vehicle				
1.				
2.				
3.				
Coverage is provided where a premium and a limit of liability is shown for the coverage.				
Vehicle	Liability	Limit Of Liability		Premium
1.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
2.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
3.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
Vehicle	Medical Payments	Limit Of Liability		Premium
1.		\$	Each Person	\$
2.		\$	Each Person	\$
3.		\$	Each Person	\$
Vehicle	Uninsured Motorists Coverages	Limit Of Liability		Premium
1.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
2.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
3.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$

N
E
W

Vehicle	Collision		Premium
1.		Less \$	Ded. \$
2.		Less \$	Ded. \$
3.		Less \$	Ded. \$
Vehicle	Other Than Collision		Premium
1.		Less \$	Ded. \$
2.		Less \$	Ded. \$
3.		Less \$	Ded. \$
Total Premium			\$

With respect to the "low speed vehicles" and coverages described in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

I. Definitions

The **Definitions** Section is amended as follows:

- A.** For the purpose of the coverage provided by this endorsement, "low speed vehicle" means a four-wheeled motor vehicle, other than a truck, whose top speed is more than 20 miles per hour and not more than 25 miles per hour on paved surfaces.
- B.** The definition of "your covered auto" is replaced by the following:
 "Your covered auto" means:
 - 1. Any "low speed vehicle" shown in the Schedule or in the Declarations.
 - 2. A "newly acquired auto".
 - 3. A "trailer".
 - 4. Any "low speed vehicle" or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (4.) does not apply to Coverage for Damage to Your Auto.

C. Paragraph 1. of the definition of "newly acquired auto" is replaced by the following:

- 1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto;
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching; or
 - c. Any "low speed vehicle".

II. Part A – Liability Coverage

Part A is amended as follows:

- A.** The definition of "insured" is replaced by the following:
 "Insured" means:
 - 1. You or any "family member" for the ownership, maintenance or use of "your covered auto".
 - 2. Any person using "your covered auto".

N
E
W

3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

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

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle which is designed mainly for use off public roads.

This Exclusion (**B.1.**) does not apply:

1. While such vehicle is being used by an "insured" in a medical emergency;
2. To any "trailer"; or
3. To a vehicle insured for Liability Coverage under this endorsement.

III. Part D – Coverage For Damage To Your Auto

Part **D** is amended as follows:

The following is added to the definition of "non-owned auto":

3. Any "low speed vehicle" you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

N

E

W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER THAN COLLISION COVERAGE GLASS OPTIONS – MASSACHUSETTS

SCHEDULE

Other Than Collision Coverage Glass Options	
<input type="checkbox"/>	Full Glass Coverage
<input type="checkbox"/>	\$100 Glass Deductible

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

Part D – Coverage For Damage To Your Auto

The following is added to Paragraph **A.** of the **Insuring Agreement**:

If the Declarations indicates that Other Than Collision Coverage applies, we will pay:

A. The cost of repairing or replacing damaged glass on "your covered auto" or any "non-owned auto" without a deductible, if Full Glass Coverage is indicated as applicable in the Schedule or in the Declarations; or

B. The cost of repairing or replacing damaged glass on "your covered auto" or any "non-owned auto", minus a deductible of \$100, if the \$100 Glass Deductible is indicated as applicable in the Schedule or in the Declarations.

N

E

W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT OWNERSHIP COVERAGE – MASSACHUSETTS

SCHEDULE

Description Of Vehicle(s)				
1.				
2.				
3.				
Additional Liability Coverage Exclusion				
<input type="checkbox"/> If indicated to the left or in the Declarations, the additional Liability Coverage exclusion under Section II of this endorsement does not apply.				
Coverage is provided where a premium and a limit of liability are shown for the coverage.				
Vehicle	Liability Coverage	Limit Of Liability		Premium
1.	Bodily Injury	\$	Each Person	\$
	Property Damage	\$	Each Accident	
2.	Bodily Injury	\$	Each Person	\$
	Property Damage	\$	Each Accident	
3.	Bodily Injury	\$	Each Person	\$
	Property Damage	\$	Each Accident	
Vehicle	Medical Payments Coverage	Limit Of Liability		Premium
1.		\$	Each Person	\$
2.		\$	Each Person	\$
3.		\$	Each Person	\$
Vehicle	Uninsured Motorists Coverage	Limit Of Liability		Premium
1.	Bodily Injury	\$	Each Person	\$
	Property Damage	\$	Each Accident	
2.	Bodily Injury	\$	Each Person	\$
	Property Damage	\$	Each Accident	
3.	Bodily Injury	\$	Each Person	\$
	Property Damage	\$	Each Accident	

Vehicle	Collision Coverage	Limit Of Liability	Premium
1.		Less \$	Ded. \$
2.		Less \$	Ded. \$
3.		Less \$	Ded. \$
Vehicle	Other Than Collision Coverage	Limit Of Liability	Premium
1.		Less \$	Ded. \$
2.		Less \$	Ded. \$
3.		Less \$	Ded. \$
Total Premium			\$

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

I. Definitions

The **Definitions** Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement, "you" and "your" refer to two or more:

1. Individuals, other than spouses, residing in the same household; or
 2. "Nonresident relatives";
- who jointly own:

1. A private passenger auto; or
2. A pickup or van that:
 - a. Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - b. Is not used for the delivery or transportation of goods and materials unless such use is:
 - (1) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (2) For farming or ranching.

B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any vehicle shown in the Schedule or in the Declarations.
2. A "newly acquired auto".

3. Any "trailer" you own.

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

This provision (4.) does not apply to **Part D – Coverage For Damage To Your Auto.**

C. The following definition is added:

"Nonresident relatives" means two or more persons related by blood, marriage or adoption who reside in separate households. This includes a ward or foster child.

II. Part A – Liability Coverage

The following exclusion is added to Part A unless the Schedule or Declarations indicates that such exclusion does not apply:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto" by any:

1. "Nonresident relative"; or
2. "Family member" of a "nonresident relative".

MASSACHUSETTS ACKNOWLEDGEMENT OF PRIVATE PASSENGER MOTOR VEHICLE INSURANCE POLICY ISSUED FOR A TERM OF SIX MONTHS

Applicant/Named Insured:
Company:

The undersigned acknowledges and understands that:

1. Massachusetts law requires that every insurance company offer 12-month term private passenger motor vehicle insurance policies at the option of its customers.
2. A six-month term policy is shorter than a twelve-month term policy.
3. A six-month term policy will have a premium that is half as much as a 12-month term policy.
4. The premium for a renewal of the policy for an additional six-month term will be based on the rates in effect for that insurance company on the renewal effective date.

Signature Of Applicant/Named Insured

Date Signed

N

E

W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT OWNERSHIP COVERAGE
SCHEDULE

W
I
T
H
D
R
A
W
N

Description Of Vehicle						
1.						
2.						
3.						
Additional Liability Coverage Exclusion						
If indicated to the left or in the Declarations, the additional Liability Coverage exclusion under Section II of this endorsement does not apply.						
Coverage is provided where a premium and a limit of liability is shown for the coverage.						
			Premium			
Coverages	Limit Of Liability		Veh. 1	Veh. 2	Veh. 3	
Liability:	Bodily Injury	\$	Each Person	\$		
		\$	Each Accident			
		\$	Each Accident	\$		
	Property Damage	\$	Each Person		\$	
		\$	Each Accident			
		\$	Each Accident		\$	
		\$	Each Person			\$
		\$	Each Accident			
		\$	Each Accident			\$
Medical Payments	\$	Each Person	\$			
	\$	Each Person		\$		
	\$	Each Person			\$	
Uninsured Motorists:	Bodily Injury	\$	Each Person	\$		
		\$	Each Accident			
		\$	Each Accident	\$		
	Property Damage	\$	Each Person		\$	
		\$	Each Accident			
		\$	Each Accident		\$	
		\$	Each Person			\$
		\$	Each Accident			
		\$	Each Accident			\$
Collision	Less \$	Ded.	\$			
	Less \$	Ded.		\$		
	Less \$	Ded.			\$	
Other Than Collision	Less \$	Ded.	\$			
	Less \$	Ded.		\$		
	Less \$	Ded.			\$	
Total Premium			\$			

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

I. Definitions

The **Definitions** Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement, "you" and "your" refer to two or more:

1. Individuals, other than husband and wife, residing in the same household; or

2. "Non-resident relatives";

who jointly own:

1. A private passenger auto; or

2. A pickup or van that:

a. Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

b. Is not used for the delivery or transportation of goods and materials unless such use is:

(1) Incidental to your "business" of installing, maintaining, or repairing furnishings or equipment; or

(2) For farming or ranching.

B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any vehicle shown in the Schedule or in the Declarations.

2. A "newly acquired auto".

3. Any "trailer" you own.

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. Loss; or

e. Destruction.

This Provision (4.) does not apply to Coverage For Damage To Your Auto.

C. The following definition is added:

"Non-resident relatives" means two or more persons related by blood, marriage or adoption who reside in separate households. This includes a ward or foster child.

II. Part A – Liability Coverage

The following exclusion is added to Part A unless the Schedule or Declarations indicate that such exclusion does not apply:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto" by any:

1. "Non-resident relative"; or

2. "Family member" of a "non-resident relative".

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

W

I

T

H

D

R

A

W

N

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLISION COVERAGE WAIVER OF DEDUCTIBLE – MASSACHUSETTS

SCHEDULE

Description Of Vehicle	Premium For Collision Coverage Waiver Of Deductible
	\$
	\$
	\$

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

The following is added to Paragraph A. of the **Insuring Agreement** of Part D:

We will pay under Collision Coverage for loss to "your covered auto" or any "non-owned auto" without a deductible. We will pay only if:

1. A specific premium charge for Collision Coverage Waiver Of Deductible is shown in the Schedule or in the Declarations; and
2. The operator of "your covered auto" or any "non-owned auto" was not more than 50% of the cause of the accident from which the damage arose.

We will consider the operator of "your covered auto" or any "non-owned auto" to be not more than 50% of the cause of the accident from which the damage arose if:

1. The operator of "your covered auto" or any "non-owned auto" is entitled to recover in a legal action against another identified person. In this case, the operator of "your covered auto" or any "non-owned auto" must preserve our rights against the identified person or his or her insurer;
2. "Your covered auto" or any "non-owned auto" was legally parked and the loss or damage is the result of impact with another auto owned by another identified person;

3. "Your covered auto" or any "non-owned auto" was struck in the rear by another auto moving in the same direction owned by another identified person; or

4. The operator of the other auto causing loss or damage to "your covered auto" or any "non-owned auto" as a result of the operation of that auto at the time of the accident has been convicted of:

- a. Operating the auto under the influence of alcohol or a narcotic drug;
- b. Driving the wrong way on a one-way street; or
- c. Operating at an excessive speed.

However, this Paragraph (4.) does not apply if the operator of "your covered auto" or any "non-owned auto" is convicted of any of the violations described in a., b. or c. above as a result of the operation of "your covered auto" or any "non-owned auto" at the time of the accident.

Paragraphs 2., 3. and 4. apply regardless of any right of the operator of "your covered auto" or any "non-owned auto" to recover damages from another person in a legal action for loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – MASSACHUSETTS

I. Definitions

The following is added to the **Definitions** section:

Throughout the policy, "minimum limits" refers to the following limits of liability as required by Massachusetts law, to be provided under a policy of automobile liability insurance:

1. \$20,000 for each person, subject to \$40,000 for each accident, with respect to "bodily injury"; and
2. \$5,000 for each accident with respect to "property damage".

II. Part A – Liability Coverage

~~Part A is amended as follows:~~

- A. Paragraph **A.** of the **Insuring Agreement** is replaced by the following:

Insuring Agreement

A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. This applies even if any of the allegations of the suit are groundless, false or fraudulent. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

- B. The following is added:

Throughout Part **A** of this policy, with respect to "property damage", ownership, maintenance or use of a vehicle includes its loading and unloading.

- C. Paragraph **B.** of the **Limit Of Liability** provision is replaced by the following:

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

1. Part **B** or Part **C** of this policy; or

2. Any Underinsured Motorists Coverage or Personal Injury Protection Coverage provided by this policy.

III. Part B – Medical Payments Coverage

Paragraph **B.** of the **Limit Of Liability** provision is replaced by the following:

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 **C** of this policy; or
2. Any Underinsured Motorists Coverage or Personal Injury Protection Coverage provided by this policy.

IV. Part D – Coverage For Damage To Your Auto

~~Part D is amended as follows:~~

A. The following is added to Paragraph **B.** of the **Limit Of Liability** provision:

Whenever the appraised cost of repair plus the probable salvage value may be reasonably expected to exceed the actual cash value of "your covered auto" or any "non-owned auto", we shall determine the actual cash value of the "your covered auto" or "non-owned auto". This determination shall be based on consideration of all of the following factors:

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

R
E
V
I
S
E
D

AB. The following is added to the **Payment Of Loss** provision:

1. If we have a plan approved by the Commissioner of Insurance providing for direct payment for loss to the vehicle(s) insured under Part **D** prior to our receipt of a claim form stating that the repair work described in an appraisal made pursuant to regulations promulgated by the auto damage appraisers licensing board has been completed, then the following applies:

- a. If you elect not to repair the vehicle for which a claim payment has been made; or
- b. If you have not provided us with the claim form described above;

we will decrease the actual cash value of the vehicle by the amount of damage sustained plus any applicable deductible until we receive a claim form described above.

2. If you choose not to accept payment under our plan described in Paragraph **AB.1.** above, or if we do not have a plan approved by the Commissioner of Insurance that provides for direct payment for loss to the vehicle(s) insured under Part **D**, then the following applies:

a. If you instruct us in writing, we will pay the repair shop directly within seven days of receipt of the claim form that states that the repair work described in an appraisal made pursuant to the regulations promulgated by the auto damage appraisers licensing board has been completed.

Receipt of the claim form described above by registered mail shall be sufficient proof of receipt.

b. If you elect not to repair the vehicle, or do not provide us with a claim form described above, we will decrease the actual cash value of the vehicle by the amount of damage sustained.

c. If you do not provide us with a claim form described above, we will pay only the decrease in actual cash value of the vehicle, less any deductible.

BC. The **Appraisal** provision is replaced by the following:

Appraisal

A. If you and we fail to agree as to the amount of loss, each will, on the written demand of either, within 60 days after we receive the proof of loss, select a competent and disinterested appraiser. The appraisal will be made at a reasonable time and place. The appraisers will first select a competent and disinterested umpire, and failing for 15 days to agree upon the umpire, at our request or your request, the umpire will be selected by a judge of a court of record in the county and state in which the appraisal is pending. The appraisers will then appraise the loss, stating separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An award in writing ~~of~~ by any two will determine the amount of loss. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

CD. The following provision is added and applies in place of any conflicting policy provision:

Mandatory Inspection

1. We have the right as authorized by Massachusetts ~~R~~regulation to inspect any:

- a. Private passenger auto; or
- b. Pickup or van;

which you insure or intend to insure for Coverage For Damage To Your Auto under this policy.

2. When we require an inspection you must:

- a. Cooperate; and
- b. Make the vehicle available for the inspection.

R
E
V
I
S
E
D

V. Part E – Duties After An Accident Or Loss

Paragraphs **A.** and **D.** are replaced by the following:

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

Notice to our authorized representative is considered notice to us.

D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after a loss to protect "your covered auto" or any "non-owned auto" and ~~their~~ its equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police in the event of larceny, robbery or pilferage.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.
4. In the event of loss due to fire, submit a signed statement to the fire department that contains information concerning the fire loss as required by the state fire marshal.

VI. Part F – General Provisions

The **Termination** provision of Part **F** is replaced by the following:

Termination

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing notice at least 20 days prior to the effective date to the named insured shown in the Declarations at the address shown in this policy and obtaining a certificate of mailing receipt issued by the United States Post Office.
3. We will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than one year; or
- c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice by obtaining a certificate of mailing receipt issued by the United States Post Office to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 45 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
2. Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative does not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Termination By Operation Of Law

This policy will terminate with respect to "your covered auto" by operation of law in any of the following circumstances:

1. Another insurer files with the Registrar of Motor Vehicles a certificate of insurance covering the same "your covered auto" insured under the terminating policy. In this case, the policy will terminate on the date on which a new certificate of insurance filed with the Registrar of Motor Vehicles becomes effective.

R
E
V
I
S
E
D

2. You sell or transfer title to such "your covered auto". In this case, the coverage under this policy will terminate 30 days from the date of the sale or transfer, unless within the 30-day period you transfer the registration of "your covered auto" to a "newly acquired auto" that is a replacement vehicle.
3. You surrender the registration plates for such "your covered auto" to the Registrar of Motor Vehicles.

E. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

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

R
E
V
I
S
E
D

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 GUEST PASSENGERS OF MOTORCYCLES WHO SUFFER BODILY INJURY WHILE OPERATING OR RIDING AS A GUEST UPON SUCH VEHICLES.

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	
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:	
	\$
applicable to either of the following:	
<input type="checkbox"/> The "named insured"; <u>or</u>	
<input type="checkbox"/> The "named insured" and any "family member".	

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

I. Definitions

~~The Definitions section is amended as follows:~~

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

R
E
V
I
S
E
D

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~~ 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, ~~or~~ 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, ~~or~~ salary or their equivalent for the year immediately preceding the accident.

R
E
V
I
S
E
D

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.

EXCLUSIONSExclusions

- 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. ~~Was~~ Sustained while operating or "occupying" a motorcycle, moped or similar type 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 LIABILITYLimit 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. ~~total amount of expenses and losses listed in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation shown in Paragraphs II.B.2.a. and II.B.2.b.~~ Such deductible shall be applicable to:
 1. The "named insured"; or

R
E
V
I
S
E
D

2. The "named insured" and any "family member";
as shown in the Schedule or in the Declarations.

OTHER INSURANCE-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

~~Part E is amended as follows:~~

- 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.

CB. 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

~~Part F is amended as follows:~~

- A.** Paragraph **B.** of the **Policy Period And Territory** provision is replaced by the following:
Policy Period And Territory
- 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

R
E
V
I
S
E
D

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.

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULL COLLISION COVERAGE WAIVER OF DEDUCTIBLE – MASSACHUSETTS

SCHEDULE

Description Of Vehicle	Premium For Full Collision Coverage <u>Waiver Of Deductible</u>
	\$
	\$
	\$

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

The following is added to Paragraph **A.** of the **Insuring Agreement** of Part **D**:

We will pay under Collision Coverage for loss to "your covered auto" or any "non-owned auto" without a deductible. We will pay only if:

1. A specific premium charge for ~~Full~~ Collision Coverage Waiver Of Deductible is shown in the Schedule or in the Declarations; and
2. The operator of "your covered auto" or any "non-owned auto" was not more than 50% of the cause of the accident from which the damage arose.

We will consider the operator of "your covered auto" or any "non-owned auto" to be not more than 50% of the cause of the accident from which the damage arose if:

1. The operator of "your covered auto" or any "non-owned auto" is entitled to recover in a legal action against another identified person. In this case, the operator of "your covered auto" or any "non-owned auto" must preserve our rights against the identified person or his or her insurer;
2. "Your covered auto" or any "non-owned auto" was legally parked and the loss or damage is the result of impact with another auto owned by another identified person;

3. "Your covered auto" or any "non-owned auto" was struck in the rear by another auto moving in the same direction owned by another identified person; or

4. The operator of the other auto causing loss or damage to "your covered auto" or any "non-owned auto" as a result of the operation of that auto at the time of the accident has been convicted of:

- a. Operating the auto under the influence of alcohol or a narcotic drug;
- b. Driving the wrong way on a one-way street; or
- c. Operating at an excessive speed.

However, this Paragraph (4.) does not apply if the operator of "your covered auto" or any "non-owned auto" is convicted of any of the violations described in a., b. or c. above as a result of the operation of "your covered auto" or any "non-owned auto" at the time of the accident.

Paragraphs 2., 3. and 4. apply regardless of any right of the operator of "your covered auto" or any "non-owned auto" to recover damages from another person in a legal action for loss or damage.

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

R
E
V
I
S
E
D

Readability Requirements Scoring Material For
04 12 ISO Personal Auto Policy Program in Massachusetts

Form Number	Title	Sentences	Words	Syllables	Score
PP 00 01 01 05	Personal Auto Policy	508	6,460	10,780	58.585
PP 01 48 04 12	Amendment of Policy Provisions - Massachusetts	105	1,735	2,859	50.656
PP 02 01 01 05	Suspension of Insurance	3	51	83	54.22
PP 02 02 08 86	Reinstatement of Insurance	1	15	27	58.788
PP 03 01 08 86	Federal Employees Using Autos in Government Business	4	89	150	58.686
PP 03 02 06 98	Optional Limits Transportation Expenses Coverage	3	121	162	58.585
PP 03 03 04 86	Towing and Labor Costs Coverage	3	78	126	58.686
PP 03 05 08 86	Loss Payable Clause	5	136	213	58.585
PP 03 06 01 05*	Extended Non-Owned Coverage For Named Individual	12	237	412	58.483
PP 03 07 01 05	Trailer/Camper Body Coverage (Maximum Limit of Liability)	31	432	713	57.367
PP 03 08 06 94	Coverage For Damage To Your Auto (Maximum Limit of Liability)	11	202	339	58.585
PP 03 09 01 05*	Single Liability Limit	9	124	228	58.686
PP 03 10 08 86	Change Endorsement	1	31	52	58.686
PP 03 13 01 05*	Excess Electronic Equipment Coverage	19	423	707	58.28
PP 03 18 01 09	Excess Custom Equipment Coverage	14	238	391	54.22
PP 03 19 08 86	Additional Insured - Lessor	11	178	308	58.686
PP 03 20 01 05	Snowmobile Endorsement	92	1,106	1,852	59.295
PP 03 21 01 05*	Limited Mexico Coverage	31	460	803	58.483
PP 03 22 01 05*	Named Non-Owner Coverage	87	1,359	2,400	58.179
PP 03 23 01 05	Miscellaneous Type Vehicle Endorsement	68	917	1,523	57.874
PP 03 26 06 94	Liability Coverage Exclusion Endorsement	3	39	63	58.28
PP 03 28 06 98	Miscellaneous Type Vehicle Amendment (Motor Homes)	16	345	513	58.483

1

*Denotes a form was scored with the base policy to produce a Flesch score of 50 or higher.

**Denotes a form was scored with the base policy and PP 01 48, Amendment of Policy Provisions - Massachusetts, which must be attached to all policies, to produce a Flesch score of 50 or higher.

Readability Requirements Scoring Material For
04 12 ISO Personal Auto Policy Program in Massachusetts

Form Number	Title	Sentences	Words	Syllables	Score
PP 03 35 09 93	Auto Loan/Lease Coverage	9	151	232	58.686
PP 04 01 06 98	Single Uninsured Motorists Limit	7	74	130	58.788
PP 04 02 06 98*	Single Underinsured Motorists Limit	7	94	170	58.585
PP 05 75 04 12*	Personal Injury Protection Coverage – Massachusetts	124	1,894	3,333	66.131
PP 13 01 12 99	Coverage For Damage To Your Auto Exclusion Endorsement	7	76	124	60.513
PP 13 02 01 05	Trip Interruption Coverage	20	250	440	50.328
PP 13 03 01 05	Trust Endorsement	7	119	193	54.22
PP 13 05 01 05*	Extended Non-Owned Coverage – Vehicles Furnished or Available For Use As A Public Or Livery Conveyance	22	379	657	58.382
PP 13 06 01 09	Custom Equipment Exclusion Endorsement	30	308	550	52.662
PP 13 08 04 12	Collision Coverage Waiver of Deductible - Massachusetts	17	332	541	51.683
PP 13 14 01 10	Compulsory Motor Vehicle Liability Coverage – Massachusetts	19	233	417	50.632
PP 13 15 01 10*	Fire, Theft or Larceny Coverage – Massachusetts	13	287	472	58.382
PP 13 16 04 11	Low Speed Vehicle Endorsement	32	392	640	56.278
PP 03 17 04 12**	Other Than Collision Coverage Glass Options - Massachusetts	5	106	193	57.57
PP 13 18 04 12	Joint Ownership Coverage - Massachusetts	23	246	400	60.716
PP 13 27 08 09*	Other Than Collision Coverage Specified Actual Cash Value Limit Of Liability – Massachusetts	8	174	300	58.483

*Denotes a form was scored with the base policy to produce a Flesch score of 50 or higher.

**Denotes a form was scored with the base policy and PP 01 48, Amendment of Policy Provisions - Massachusetts, which must be attached to all policies, to produce a Flesch score of 50 or higher.

Readability Requirements Scoring Material For
04 12 ISO Personal Auto Policy Program in Massachusetts

Form Number	Title	Sentences	Words	Syllables	Score
PP 13 30 01 10	Limited Collision Coverage – Massachusetts	40	642	1,068	55.235
PP 13 31 08 09*	Named Driver Exclusion Endorsement – Massachusetts	5	121	199	58.483
PP 14 18 01 10*	Underinsured Motorists Coverage – Massachusetts	91	1,407	2,403	58.179
PP 14 19 01 10*	Uninsured Motorists Coverage - Massachusetts	86	1,232	2,134	58.382
PP C 001 01 05	Certificate Of Personal Auto Insurance – Trusts	5	99	166	51.378
PP N 003 05 04*	Named Driver Exclusion Acknowledgment	2	29	62	58.585
PP N 018 04 12**	Massachusetts Acknowledgement Of Private Passenger Motor Vehicle Insurance Policy Issued For A Term Of Six Months	5	87	154	57.57

*Denotes a form was scored with the base policy to produce a Flesch score of 50 or higher.

**Denotes a form was scored with the base policy and PP 01 48, Amendment of Policy Provisions - Massachusetts, which must be attached to all policies, to produce a Flesch score of 50 or higher.

Revisions to Massachusetts Personal Auto Endorsements

About This Filing

This filing is being made in response to:

- ◆ Massachusetts Division of Insurance Bulletin 2011-014; Claims Valuation Provisions In Motor Vehicle Insurance Policies (7/20/11).
- ◆ Massachusetts Division of Insurance Bulletin 08-07 - Requirements for private passenger motor vehicle insurance policies issued for terms of six months (4/3/2008).
- ◆ MASS. GEN. LAWS ANN. Ch. 175, §113O (WEST 2008) with respect to the availability of a \$100 comprehensive glass deductible.
- ◆ Goodridge v. Department of Public Health, 440 Mass. 309, 798 N.E.2d 941 (2003).
- ◆ The rising need for insurance coverage to address the increased use of low speed vehicles (LSVs).
- ◆ A review of MASS. GEN. LAWS ANN. Ch. 90, § 34M (WEST 2008) with respect to the application of deductibles under Personal Injury Protection Coverage.

New Forms

We are introducing the following forms:

- ◆ PP N 018 04 12, Massachusetts Acknowledgement Of Private Passenger Motor Vehicle Insurance Policy Issued For A Term of Six Months (Filed for information only).
- ◆ PP 13 17 04 12, Other Than Collision Coverage Glass Options - Massachusetts.
- ◆ PP 13 18 04 12, Joint Ownership Coverage – Massachusetts.
- ◆ PP 13 16 04 11, Low Speed Vehicle Endorsement.

Revised Forms

We are revising the following forms:

- ◆ PP 01 48 01 10, Amendment of Policy Provisions - Massachusetts.
- ◆ PP 05 75 01 10, Personal Injury Protection 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 01 10 editions to the 04 12 editions. Concurrent with implementation, the 04 12 editions will supersede the 01 10 editions.

Withdrawn Form

PP 03 34 01 05, Joint Ownership Coverage

Related Filing

- ◆ Filing PP-2011-RPVM1 contains the related rules filing.

Background

Massachusetts Division of Insurance Bulletin 2011-014

Currently, 211 CMR 133.05(1), which governs the determination of actual cash value of a damaged motor vehicle, requires that whenever the appraised cost of repair plus the probable salvage value may be reasonably expected to exceed the actual cash value of the vehicle, the insurer shall determine the vehicle's actual cash value. This determination shall be based on a consideration of all the following factors:

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

Massachusetts Bulletin 2011-014 (dated July 20, 2011), which applies to all motor vehicle insurance policies issued or renewed in Massachusetts on or after April 1, 2012, requires all insurers to include the specific language as to the determination of actual cash value set forth in 211 CMR 133.05(1), or substantially similar language, in the motor vehicle insurance policy contract, or as a mandatory endorsement to the standard motor vehicle policy contract offering property damage liability, collision, limited collision or comprehensive coverage.

Massachusetts Division of Insurance Bulletin 08-07

Currently, Massachusetts Division of Insurance Bulletin 08-07 dated April 3, 2008 informs insurance producers and insurance companies who sell or service private passenger motor vehicle insurance policies about the Division of Insurance's requirements for an optional endorsement that limits the term of a voluntary private passenger motor vehicle insurance policy to a period of six consecutive months and sets forth additional requirements applicable to insurers that elect to offer the endorsement.

The bulletin provides, in part, that insurers may submit a form filing to the Massachusetts Division of Insurance offering a private passenger motor vehicle endorsement that limits the term of the standard private passenger motor vehicle policy to six months, provided that the form filing includes a process by which the insurer first obtains the written acknowledgement from a current policyholder or new applicant that he or she understands that:

- ◆ Massachusetts law requires that every insurance company offer twelve-month term private passenger motor vehicle insurance policies at the option of its customers.
- ◆ A six-month term policy is shorter than a twelve-month term policy.
- ◆ A six-month term policy will have a premium that is half as much as a twelve-month term policy.
- ◆ The premium for a renewal of the policy for an additional six-month term will be based on the rates in effect for that insurance company on the renewal effective date.

MASS. GEN. LAWS ANN. Ch. 175, §113O (WEST 2008)

Currently, MASS. GEN. LAWS ANN. Ch. 175, §113O (WEST 2008), in part, provides that insurers shall make available, at the option of the policyholder, a one hundred dollar deductible applicable to damage to glass of any motor vehicle covered under comprehensive coverage.

Goodridge v. Department of Public Health, 440 Mass. 309, 798 N.E.2d 941 (2003)

Currently, PP 03 34, Joint Ownership Coverage, amends the defined terms "you" and "your" in the Personal Auto Policy (PAP) to include two or more individuals other than husband and wife who reside in the same household, or non-resident relatives.

In Goodridge v. Department of Public Health, 440 Mass. 309, 798 N.E.2d 941 (2003), the Supreme Judicial Court of the State of Massachusetts has generally held that two individuals of the same sex who wish to marry may not be denied the protections, benefits and obligations conferred by civil marriage.

Furthermore, the Court provides, in part, that barred access to the institution of civil marriage for a person who enters into an intimate, exclusive union with another person of the same sex "is incompatible with the constitutional principles of respect for individual autonomy and equality under law".

Introduction of Low Speed Vehicle Endorsement

Since 2002, ISO has been monitoring the influx of legislation countrywide in relation to all low speed vehicles (LSV), encompassing both electric and gas powered LSVs. Over the last few years, ISO has become aware that the usage of LSVs on public roads has markedly increased, thus generating a growing demand for insurance coverage for this classification of vehicles.

Currently, PP 03 23, Miscellaneous Type Vehicle Endorsement, is available to provide coverage under the Personal Auto Policy (PAP) for insureds who own various miscellaneous type vehicles (MTV) in addition to private passenger autos. PP 03 23 defines a miscellaneous type vehicle as a motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart. Although the Miscellaneous Type Vehicle Endorsement's expansion of coverage for golf carts appears to address a comparable set of risks as an insured that operates an LSV, the growing prevalence of LSVs being permitted to operate on public roads alongside other private passenger autos have raised other considerations pertaining to LSVs.

Application Of Deductibles Under Personal Injury Protection Coverage

Currently, Paragraph D. of the Limit of Liability provision of PP 05 75, Personal Injury Protection Coverage - Massachusetts, in part, provides the following:

- D.** The amount of any deductible shown in the Schedule or Declarations shall be deducted from *the total amount of expenses and losses listed in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Insuring Agreement*, before the application of any percentage limitation shown in Paragraphs **II.B.2.a.** and **II.B.2.b.** (Emphasis supplied)

The last paragraph of MASS. GEN. LAWS ANN. Ch. 90, § 34M (WEST 2008), in part, provides that:

Each insurer providing personal injury protection shall issue to any person purchasing a motor vehicle liability policy or bond, at his option, a policy endorsement, approved as to content by the commissioner of insurance and subject to such other regulations regarding said endorsement as the commissioner may from time to time make after appropriate hearing, which shall provide that *there shall be deducted from amounts that would otherwise be or become due to the policyholder alone*

or to the policyholder and members of his household, as the policyholder elects, an amount of either one hundred dollars, two hundred and fifty dollars, five hundred dollars, one thousand dollars, two thousand dollars, four thousand dollars or eight thousand dollars, again as the policyholder elects, *said amount to be deducted from the amounts otherwise due each person subject to the deduction . . .* (Emphasis supplied)

Based on further review of MASS. GEN. LAWS ANN. Ch. 90, § 34M (WEST 2008), the phrase "amounts that would otherwise be or become due" and "amounts otherwise due each person subject to the deduction" apply to the limit for the total of all Personal Injury Protection benefits rather than to the total amount of expenses and losses described in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Insuring Agreement.

Explanation of Changes

Massachusetts Division of Insurance Bulletin 2011-014

In response to Massachusetts Division of Insurance Bulletin 2011-014, the Limit of Liability provision of Part D - Coverage For Damage To Your Auto of the Personal Auto Policy has been amended via PP 01 58, Amendment of Policy Provisions - Massachusetts, to reflect the requirements of 211 CMR 133.05(1) with respect to the determination of actual cash value of a vehicle.

(REFER TO PAGE 1 OF PP 01 48.)

Massachusetts Division of Insurance Bulletin 08-07

In response to Massachusetts Division of Insurance Bulletin 08-07, PP N 011, Massachusetts Acknowledgement Of Private Passenger Motor Vehicle Insurance Policy Issued For A Term of Six Months, has been developed for information as a policywriting support form. ISO provides policywriting support forms, in part, to satisfy specific legal requirements. PP N 011 specifically addresses the requirements described above with respect to the written acknowledgement from a current policyholder or new applicant.

MASS. GEN. LAWS ANN. Ch. 175, §113O (WEST 2008)

In response to MASS. GEN. LAWS ANN. Ch. 175, §113O (WEST 2008), PP 13 17, Other Than Collision Coverage Glass Deductible Options - Massachusetts, has been developed and amends the first paragraph of the Insuring Agreement of Part D - Coverage For Damage To Your Auto to provide that if the Declarations indicates that Other Than Collision Coverage applies, the insurer will pay for the cost of repairing or replacing damaged glass on your covered auto or any non-owned auto, minus a deductible of \$100, if such option is selected.

An option to select glass coverage without a deductible is also provided.

Goodridge v. Department of Public Health, 440 Mass. 309, 798 N.E.2d 941 (2003)

In response to Goodridge, we are introducing endorsement PP 13 18, Joint Ownership Coverage – Massachusetts. As a result, we are withdrawing multistate endorsement PP 03 34 01 05, Joint Ownership Coverage from use in Massachusetts.

PP 13 18 differs from multistate PP 03 34, Joint Ownership Coverage, with respect to the definition of "you" and "your" in that PP 13 18 refers to two or more individuals, other than spouses (instead of husband and wife) who reside in the same household, or non-resident relatives.

Introduction of Low Speed Vehicle Endorsement

In developing PP 13 16, Low Speed Vehicle Endorsement, ISO used the current multistate PP 03 23, Miscellaneous Type Vehicle Endorsement, as a basis for its approach. However, the LSV provisions are outlined below.

- ◆ A new definition is incorporated into the Definitions Section to provide:
 - A. For the purpose of the coverage provided by this endorsement, "low speed vehicle" means a four-wheeled motor vehicle, other than a truck, whose top speed is more than 20 miles per hour and not more than 25 miles per hour on paved surfaces.

Furthermore, reference to a "low speed vehicle" is incorporated into the definition of "your covered auto". Thus, coverage is limited to an owned low speed vehicle and one that is used as a temporary substitute.

- ◆ Currently:
 - Exclusion B.1. in Part A – Liability Coverage of the Personal Auto Policy (PAP) bars liability coverage for the ownership, maintenance or use of any vehicle which is designed mainly for use off public roads. Our research indicates that, for the most part, LSVs may be used both off and on public roads. Hence, Exclusion B.1. under Part A of the PAP is not applicable to LSVs insured under the policy.
 - The definition of "non-owned auto" contained in Part D – Coverage For Damage To Your Auto of the PAP includes, in part, "any auto or 'trailer' you do not own while used as a temporary substitute..." As such, we have incorporated reference to a "low speed vehicle" used as a temporary substitute into the definition of "non-owned auto" under Part D of the endorsement.

PP 05 75, Personal Injury Protection Coverage - Massachusetts

As a result of further review of MASS. GEN. LAWS ANN. Ch. 90, § 34M (WEST 2008) with respect to deductibles under Personal Injury Protection

Coverage, the following revision has been made to Paragraph D. of the Limit of Liability provision of PP 05 75:

- 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. ~~total amount of expenses and losses listed in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation shown in Paragraphs II.B.2.a. and II.B.2.b.~~ 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.

(REFER TO PAGE 3 OF PP 05 75.)

In addition, we are taking this opportunity to:

- ◆ Remove the final sentence in PP 01 48 and PP 05 75 which states, "This endorsement must be attached to the Change Endorsement when issued after the policy is written" since any policy changes are now generally made on the declarations page.
- ◆ Incorporate minor editorial revisions in several endorsements, including updating several endorsements to conform to ISO's uniformity standards.

Copyright Explanation

The material distributed by Insurance Services Office, Inc. is copyrighted. All rights reserved. Possession of these pages does not confer the right to print, reprint, publish, copy, sell, file or use same in any manner without the written permission of the copyright owner.

Important Note

Insurance Services Office, Inc. (ISO) makes available advisory services to property/casualty insurers. ISO has no adherence requirements. ISO policy forms and explanatory materials are intended solely for the information and use of ISO's participating insurers and their representatives, and insurance regulators. Neither ISO's general explanations of policy intent nor opinions expressed by ISO's staff necessarily reflect every insurer's view or control any insurer's determination of coverage for a specific claim. ISO does not intercede in coverage disputes arising from insurance policies. If there is any conflict between a form and any other part of the attached material, the provisions of the form apply.

Revisions to PP 13 08, Full Collision Coverage - Massachusetts

About This Filing

This amendment to ISO Filing PP-2011-OEND1 is being made to revise the title of optional endorsement PP 13 08, Full Collision Coverage - Massachusetts.

Revised Form

We are revising the following form:

- ◆ PP 13 08 01 10, Full Collision 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 edition to the 04 12 edition. Concurrent with implementation, the 04 12 edition will supersede the prior edition.

Background

Currently:

- ◆ Optional endorsement PP 13 08, Full Collision Coverage - Massachusetts, developed in response to MASS. GEN. LAWS ANN. Ch. 90, § 34O (WEST 2008), is available to waive the deductible with respect to collision coverage.

Coverage under PP 13 08 applies, in part, without a deductible, if the operator of "your covered auto" or any "non-owned auto" is not more than 50% at fault.

- ◆ The statistical plan for reporting private passenger statistical data in Massachusetts has categories for collision coverage, one of which is "Collision Coverage With Waiver of Deductible."

Explanation of Changes

In order to reinforce the coverage available under PP 13 08, the title of this form is being revised from "Full Collision Coverage - Massachusetts" to "Collision Coverage Waiver of Deductible - Massachusetts." The revised title is based upon the category of collision coverage under the statistical plan in Massachusetts that

we believe most appropriately describes the type of coverage provided under PP 13 08. References to the revised title of the form have also been made in the Schedule and in the fourth paragraph of the form.

In addition, we are taking this opportunity to remove the final sentence in PP 13 08 which states, "This endorsement must be attached to the Change Endorsement when issued after the policy is written" since any policy changes are now generally made on the declarations page.

Copyright Explanation

The material distributed by Insurance Services Office, Inc. is copyrighted. All rights reserved. Possession of these pages does not confer the right to print, reprint, publish, copy, sell, file or use same in any manner without the written permission of the copyright owner.

Important Note

Insurance Services Office, Inc. (ISO) makes available advisory services to property/casualty insurers. ISO has no adherence requirements. ISO policy forms and explanatory materials are intended solely for the information and use of ISO's participating insurers and their representatives, and insurance regulators. Neither ISO's general explanations of policy intent nor opinions expressed by ISO's staff necessarily reflect every insurer's view or control any insurer's determination of coverage for a specific claim. ISO does not intercede in coverage disputes arising from insurance policies. If there is any conflict between a form and any other part of the attached material, the provisions of the form apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULL-COLLISION COVERAGE WAIVER OF DEDUCTIBLE – MASSACHUSETTS

SCHEDULE

Description Of Vehicle	Premium For Full-Collision Coverage <u>Waiver Of Deductible</u>
	\$
	\$
	\$

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

The following is added to Paragraph A. of the **Insuring Agreement** of Part D:

We will pay under Collision Coverage for loss to "your covered auto" or any "non-owned auto" without a deductible. We will pay only if:

1. A specific premium charge for Full-Collision Coverage Waiver Of Deductible is shown in the Schedule or in the Declarations; and
2. The operator of "your covered auto" or any "non-owned auto" was not more than 50% of the cause of the accident from which the damage arose.

We will consider the operator of "your covered auto" or any "non-owned auto" to be not more than 50% of the cause of the accident from which the damage arose if:

1. The operator of "your covered auto" or any "non-owned auto" is entitled to recover in a legal action against another identified person. In this case, the operator of "your covered auto" or any "non-owned auto" must preserve our rights against the identified person or his or her insurer;
2. "Your covered auto" or any "non-owned auto" was legally parked and the loss or damage is the result of impact with another auto owned by another identified person;

3. "Your covered auto" or any "non-owned auto" was struck in the rear by another auto moving in the same direction owned by another identified person; or

4. The operator of the other auto causing loss or damage to "your covered auto" or any "non-owned auto" as a result of the operation of that auto at the time of the accident has been convicted of:

- a. Operating the auto under the influence of alcohol or a narcotic drug;
- b. Driving the wrong way on a one-way street; or
- c. Operating at an excessive speed.

However, this Paragraph (4.) does not apply if the operator of "your covered auto" or any "non-owned auto" is convicted of any of the violations described in a., b. or c. above as a result of the operation of "your covered auto" or any "non-owned auto" at the time of the accident.

Paragraphs 2., 3. and 4. apply regardless of any right of the operator of "your covered auto" or any "non-owned auto" to recover damages from another person in a legal action for loss or damage.

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

R
E
V
I
S
E
D