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IRONSHORE INDEMNITY INC.

(A Stock Company)

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CONCOURS CLASSIC AUTO POLICY

Massachusetts

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

Contents

Introduction	1
---------------------	---

Definitions	2
--------------------	---

Our Agreement	4
----------------------	---

Compulsory Insurance	
Part 1. Bodily Injury To Others	4
Part 2. Personal Injury Protection	5
Part 3. Bodily Injury Caused By An Uninsured Auto	7
Part 4. Damage To Someone Else's Property	9

Optional Insurance	
Part 5. Optional Bodily Injury To Others	11
Part 6. Medical Payments	12
Part 7. Collision	13
Part 8. Limited Collision	14
Part 9. Comprehensive	15
Part 10. Substitute Transportation	15
Part 11. Towing And Labor	16
Part 12. Bodily Injury Caused By An Underinsured Auto	16

General Provisions And Exclusions	18
--	----

Cancellation And Renewal	23
---------------------------------	----

When There Is An Accident Or Loss	26
--	----

Introduction

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

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

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

Compulsory Insurance

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

Optional Insurance

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

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

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

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

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

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

Definitions

Throughout this policy:

1. **We, Us** or **Our** - refers to the company issuing this policy.
2. **You** or **Your** - refers to the named insured shown in the Coverage Selections Page and resident spouse.
3. **Accident** - means an unexpected, unintended event that causes bodily injury or property damage arising out of the ownership, maintenance or use of an auto.

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

4. **Antique vehicle** - means a motor vehicle 25 years or more of age that:
 - A. Is maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection; and
 - B. Is used only infrequently for other purposes.
5. **Classic vehicle** - means a motor vehicle of unique or rare design and of limited production, that is an object of curiosity and:
 - A. Is maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection;
 - B. Is used only infrequently for other purposes; and
 - C. Is at least 15 years old.
6. **Special interest vehicle** - means a motor vehicle of unique or rare design which has collector value because of its limited production, specific make, model and year of manufacture, and exceptional physical condition, and:
 - A. Is used for car club activities, exhibitions, parades or other functions of public interest or for a private collection;
 - B. Is used only infrequently for other purposes; and
 - C. Is less than 15 years old.
7. **Your covered auto** - means:
 - A. Any vehicle shown in the Coverage Selections Page.
 - B. Any newly acquired vehicle or replacement of a vehicle shown in the Coverage Selections Page on the date you become owner during the policy period. Coverage is provided for newly acquired or replacement collectible vehicles of the following types:
 1. **Antique vehicles** and **Classic vehicles**, provided that:
 - a. It is in stock condition and has not been modified from the original manufactured design;
 - b. You ask us to insure it within thirty days after you become the owner; and
 - c. We insure all of your collector vehicles.

Under Parts 7, 8 and 9, the limit provided on this vehicle will be the lesser of the following:

1. The purchase price;
2. The verifiable value; or
3. \$50,000

An endorsement must be issued to fully cover any newly acquired or replacement **antique vehicle(s)** or **classic vehicle(s)** you acquire.

2. Special interest vehicles, provided that:

- a. It is in stock condition and has not been modified from the original manufactured design;
- b. You ask us to insure it within thirty days after you become the owner; and
- c. We insure all of your collector vehicles.

Parts 7, 8 and 9 will not apply to any newly acquired or replacement **special interest vehicle**.

An endorsement must be issued to fully cover any newly acquired or replacement **special interest vehicle(s)** you acquire.

C. Any trailer you own that is shown in the Coverage Selections Page.

Under Parts 1, 2, 3, 4, 5 and 6, the term **your covered auto** also includes any **trailer** not described in the Coverage Selections Page as covered under those Parts while the **trailer** is attached to **your covered auto**.

- 8. Trailer** - means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads.
- 9. Occupying** - means in, upon, entering into, or getting out of.
- 10. Collision** - means the accidental upset of **your covered auto** or any physical contact of **your covered auto** with another object.
- 11. Household member** - means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
- 12. Pedestrian** - includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not **occupying** an auto at the time of the accident.
- 13. Regular use Vehicle** - means a motor vehicle which is used for regular driving to work, school, errands or for general transportation and is not an **antique vehicle** or **classic vehicle** or **special interest vehicle**.
- 14. Constructive total loss** - means a loss where the cost to repair damage to **your covered auto** will exceed the insured value of the vehicle when fully repaired.
- 15. Spare parts** - means a replacement for an item normally a part of **your covered auto** which is not currently in place on **your covered auto**.

Our Agreement

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

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

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

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

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

Compulsory Insurance

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

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

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

Part 1. Bodily Injury To Others

Under this Part, we will pay damages to people injured or killed by **your covered auto** in Massachusetts accidents. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will pay only if you or someone else using **your covered auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to anyone person in anyone accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay:

1. For injuries to guest occupants of **your covered auto**.
2. For accidents outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. For injuries to any employees of the legally responsible person if they are entitled to Massachusetts workers' compensation benefits.

The law provides a special protection for anyone entitled to damages under this Part. We

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

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limits. If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share.

Part 2. Personal Injury Protection

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

A. Medical Expenses

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

B. Lost Wages

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

C. Replacement Services

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

We will pay PIP benefits to or for:

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

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

If the accident is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually thirty

days. If the accident is outside Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.

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

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

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

We will not pay PIP benefits to or for:

1. Anyone who, at the time of the accident, was operating or **occupying** a motorcycle, any motor vehicle not subject to motor vehicle registration, or a motorized bicycle, including a moped.
2. Anyone who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to benefits under any workers' compensation law for the same injury.

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

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

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

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

Part 3. Bodily Injury Caused By An Uninsured Auto

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

Sometimes the company insuring the auto responsible for an accident will deny coverage or become insolvent. We consider such an auto to be uninsured for purposes of this Part. However, we do not consider an auto owned by a governmental unit which is self-insured, or by someone who is legally self-insured, to be an uninsured auto. We also do not consider vehicles operated on rails or crawler treads; designed mainly for use off public roads while not on public roads; while located for use as a residence or premises; or any vehicle not subject to Massachusetts motor vehicle registration, such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV2); to be an uninsured auto.

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

We will pay damages to or for:

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

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

If you are injured while **occupying** an auto you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the

higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

If you are injured as a **pedestrian** and you have two or more Massachusetts auto policies which provide coverage:

1. This policy will pay only after the limits of your **regular use vehicle** insurance policy, or any other collectible insurance, have been paid in full.
2. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for anyone vehicle under any insurance providing coverage on either a primary or excess basis.

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

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

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

1. Anyone injured while **occupying your covered auto** while it is being used as a public or livery conveyance. This does not apply to the use of **your covered auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. Anyone injured while using an auto without the consent of the owner.

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

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

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

The determination as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of the damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

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

The most we will pay for injuries to one or more persons as a result of bodily injury to anyone person in anyone accident is shown in the Coverage Selections Page as the per

person limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is shown in the Coverage Selections Page as the per accident limit. This is the most we will pay as the result of a single accident.

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

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

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

Part 4. Damage To Someone Else's Property

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

We will not pay for property damage which occurs:

1. While **your covered auto** is being used as a public or livery conveyance. This does not apply to the use of **your covered auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos.
3. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos.
4. While you, or any **household member**, is using an auto which you or any **household member** owns or uses regularly unless a premium for this Part is shown for that auto in the Coverage Selections Page.
5. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.
6. When the property damage is caused by anyone using **your covered auto** without your consent.

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

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limit. However, if a claim for

damages is covered by us and another auto policy, we will pay only our proportionate share of those damages.

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

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

Optional Insurance

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

We must sell you any or all of the Optional Insurance coverages you wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that we may refuse to sell Collision (Part 7) and Comprehensive (Part 9), or both, in certain specified instances.

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

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

1. If the accident happens while **your covered auto** is being used as a public or livery conveyance. This does not apply to the use of **your covered auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. For loss of any items used in the reproduction of sound, unless they have been permanently installed in the auto. However, we will pay for the loss of any such item if it operates in the auto exclusively and only when used in combination with the components permanently installed in the auto. Tapes, discs, and records are not covered.
3. For loss of or damage to a citizens band radio, two-way mobile radio, telephone or scanning monitor receiver, including their related equipment. We will pay, however, for such loss or damage if this equipment is permanently installed in the opening of the dash or console normally used by the auto manufacturer for the installation of a radio or a telephone.
4. For loss or damage to equipment designed for the detection or avoidance of any law enforcement speed measuring device. This does not apply to electronic equipment designed solely for safety warning systems.
5. For injury or damage that is intentionally caused by you, a **household member** or anyone else using **your covered auto** with your consent.
6. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos.
7. While anyone is using a vehicle in the course of any business other than the

Part 5. Optional Bodily Injury To Others

Under this Part, we will pay damages to people injured or killed in accidents by **your covered auto** if you or a **household member** is legally responsible for the accident. We will also pay damages if someone else using **your covered auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement.

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

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

We will not pay:

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

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

1. A financial responsibility law or similar law requiring limits of liability for bodily injury or property damage higher than the limits you have purchased, your policy will provide the higher required limits.
2. A compulsory insurance or similar law requiring **your covered auto** to have insurance whenever it is used in the state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

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

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limits. However, if there is coverage provided by us and another auto policy, we will pay only our proportionate share of those damages.

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

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

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

Part 6. Medical Payments

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

We will pay for expenses resulting from bodily injuries to anyone **occupying your covered auto** at the time of the accident. We will also pay for expenses resulting from bodily injuries to you or any **household member** if struck by an auto or if **occupying** someone else's auto at the time of the accident. We will not pay for expenses resulting from injuries to:

1. Anyone injured while in a vehicle which had been placed off the public roads for use as a residence.
2. Anyone injured in the course of employment in selling, servicing, repairing or parking autos if that person is entitled to workers' compensation benefits.
3. Anyone employed by you or your spouse who is injured in the course of employment. This exception does not apply to any domestic employee who is not entitled to any workers' compensation benefits.
4. Anyone injured while **occupying** an auto without a reasonable belief that he or she had the consent of the owner to do so.
5. You or any **household member**, while **occupying** or struck by an auto owned or regularly used by you or any household member unless a premium for this Part is shown for that auto in the Coverage Selections Page.

We will not pay for expenses incurred more than two years after the date of the accident.

We will not pay under this Part for any expenses that are payable, or would have been payable except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy.

The most we will pay for anyone person as a result of anyone accident is shown in the Coverage Selections Page. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown in the Coverage Selections Page.

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

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

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

Part 7. Collision

Under this Part, we will pay for any direct and accidental damage to **your covered auto** caused by a **collision**. It does not matter who is at fault.

In case of a total loss or **constructive total loss**, we will pay the guaranteed value limit shown in the Coverage Selections Page for each scheduled vehicle, which is agreed to be the value of **your covered auto**.

For all other loss or damage to **your covered auto**, we will pay the amount necessary to repair the property or replace it with similar kind and quality, whichever is less, without regard to depreciation or betterment, but we will not pay more than the insured limit per vehicle shown in the Coverage Selections Page.

In all cases we will subtract the deductible amount you selected.

Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown in the Coverage Selections Page. The deductible amount shown in the Coverage Selections Page for Collision (Part 7) does not apply to **your covered auto** if:

1. That auto was legally parked when struck by another auto owned by an identified person.
2. That auto was struck in the rear by another auto moving in the same direction and owned by an identified person.
3. The operator of the other auto was convicted of any of the following violations:
 - a. Operating under the influence of alcohol, marijuana or a narcotic drug.
 - b. Driving the wrong way on a one-way street.
 - c. Operating at an excessive rate of speed.
 - d. Any similar violation of any similar law of another state in which the accident occurs. However, we will not waive the deductible if the operator of the auto covered under this Part was also convicted of one of the above violations.
4. You are entitled to recover in court against an identified person for some reason other than those listed above.

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

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto in the Coverage Selections Page.

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

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

You must notify us within 60 days after a person who will operate **your covered auto** becomes a **household member**, if that person was not a **household member** on the

effective date of your policy. In the same manner, you must notify us if a **household member**, who will operate **your covered auto**, becomes a licensed operator.

Part 8. Limited Collision

Under this Part, we will pay in some situations for direct and accidental damage to **your covered auto** caused by a **collision**.

In case of a total loss or **constructive total loss**, we will pay the guaranteed value limit shown in the Coverage Selections Page for each scheduled vehicle, which is agreed to be the value of **your covered auto**.

For all other loss or damage to **your covered auto**, we will pay the amount necessary to repair the property or replace it with similar kind and quality, whichever is less, without regard to depreciation or betterment, but we will not pay more than the insured limit per vehicle shown in the Coverage Selections Page.

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

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto in the Coverage Selections Page.

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

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

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

The protection under this Part is not as broad as under Collision coverage but the premium is considerably less.

We only pay under this Part for multiple car accidents in which the driver of the auto we are covering was no more than 50% at fault. We will not pay if the owner of the other auto cannot be identified. After a claim under this Part we are required to determine whether the driver of the auto we are covering was more than 50% at fault. We will notify you of our determination.

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

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

1. That auto was legally parked when struck by another auto.
2. That auto was struck in the rear by another auto moving in the same direction.

3. The operator of the other auto was convicted of certain violations listed in Massachusetts law or any similar law of another state in which the accident occurs. However, we will not pay if the operator of the auto covered under this Part was also convicted of one of the same violations.
4. That driver is entitled to recover in court against an identified person for some reason other than those listed above.

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

Part 9. Comprehensive

Under this Part, we will pay for direct and accidental damage to or loss of **your covered auto** other than damage caused by **collision**.

In case of a total loss or **constructive total loss**, we will pay the guaranteed value limit shown in the Coverage Selections Page for each scheduled vehicle, which is agreed to be the value of **your covered auto**.

For all other loss or damage to **your covered auto**, we will pay the amount necessary to repair the property or replace it with similar kind and quality, whichever is less, without regard to depreciation or betterment, but we will not pay more than the insured limit per vehicle shown in the Coverage Selections Page.

We will subtract the deductible amount you selected.

Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown in the Coverage Selections Page. Your deductible does not apply to glass breakage.

We will not pay for such damage or loss to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto in the Coverage Selections Page. This Part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

If your covered auto is stolen, you must report the theft to us and the police.

If your covered auto is found, we will pay the cost of transporting it to your last address shown in the Coverage Selections Page. However, our total payment for transporting the auto and for repairs will not be more than the insured limit of the auto shown in the Coverage Selections Page.

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

Part 10. Substitute Transportation

Coverage offered through the optional Traveling Collector Endorsement.

Part 11. Towing and Labor

Not available under this policy.

Part 12. Bodily Injury Caused By An Underinsured Auto

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

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

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

However, we do not consider vehicles: operated on rails or crawler treads; designed mainly for use off public roads while not on public roads; while located for use as a residence or premises; or any vehicle not subject to Massachusetts motor vehicle registration, such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV); to be an underinsured auto.

We will pay damages to or for:

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

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

If you are injured as a **pedestrian** and you have two or more Massachusetts auto policies which provide coverage:

1. This policy will pay only after the limits of your **regular use vehicle** insurance policy, or any other collectible insurance, have been paid in full.
 2. Any recovery for damages under all such policies or provisions of coverage may
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equal but not exceed the highest applicable limit of anyone vehicle under any insurance providing coverage on either a primary or excess basis.

We will not pay to or for:

1. You, while **occupying** an auto you own unless a premium charge is shown for that auto in your Coverage Selections Page.
2. Anyone injured while **occupying your covered auto** while it is being used as a public or livery conveyance. This does not apply to the use of **your covered auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
3. Anyone injured while using an auto without the consent of the owner.
4. Any **household member** if struck by, or while **occupying** an auto owned by that **household member** which does not have Massachusetts compulsory auto insurance.
5. Punitive or exemplary damages.

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

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

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

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

The determination as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way.

Arbitration will be used if no agreement can be reached. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

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

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

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

This Part will not benefit any insurer or self-insurer under a workers' compensation law or any similar law. We also do not consider vehicles: operated on rails or crawler treads; designed mainly for use off public roads while not on public roads; while located for use as a residence or premises; or any vehicle not subject to Massachusetts motor vehicle registration, such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV); to be an underinsured auto.

General Provisions and Exclusions

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

1. Where You Are Covered

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

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

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

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

3. Additional Costs We Will Pay

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

- A. Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits you selected in any suit we defend.
- B. Interest that accrues after judgment is entered in any suit we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.
- C. Up to \$40 a day for loss of earnings, but not for loss of other income, to any person

covered under this policy who attends hearings or trials at our request.

D. Other reasonable expenses incurred at our request.

4. Transfer of Your Interest In This Policy

Your rights and duties under this policy may not be assigned without our written consent. However, if you die, we will continue coverage for the period of this policy for:

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

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

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

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

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

6. When You Have More Than One Auto Policy With Us

You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies.

However, claims made under Bodily Injury Caused By An Uninsured Auto (Part 3) and Bodily Injury Caused By An Underinsured Auto (Part 12) are treated differently. The difference is explained in the description of the coverage for that Part.

7. If You Go Bankrupt

Bankruptcy or insolvency of any person covered under this policy does not relieve us of any of our obligations under this policy.

8. We Do Not Pay For Nuclear Losses Or War Losses

We will not pay under Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) for any person who is an insured under a nuclear energy liability policy or who would be an insured under such a policy had it not already exhausted its limits.

We will not pay under Medical Payments (Part 6), Collision, Limited Collision or Comprehensive (Parts 7, 8 and 9) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion or revolution or any act incident to any of these.

9. We Do Not Pay For Ordinary Wear Or Tear

We will not pay for damage to **your covered auto** which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.

10. If We Pay For A Total Loss

If we pay for the total loss or **constructive total loss** of **your covered auto**, we have the right, if we so choose, to take title to that auto. We also have the right, if we so choose, to take any damaged part for which we pay. We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown in this policy. If we return stolen property we will pay for any damage resulting from theft. We may keep all or part of the property at an agreed or appraised value. The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.

11. Repair And Payment After A Collision Or Loss; If We Disagree On The Amount of Damage (Parts 7, 8 and 9)

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9), you must allow us to have the auto appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. For a partial loss if you choose not to have **your covered auto** repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make **your covered auto** available for re-inspection within a reasonable period of time following repair, our payments automatically reduce the insured value limit of **your covered auto** if you have further claims. If you later give us proof of proper repair, the insured value limit will be increased.

If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have **your covered auto** repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

If we fail to pay you within 7 days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage plus costs and reasonable attorneys' fees. If you request us to, we will pay the repair shop directly; however, the repair shop must

certify that it meets certain requirements. If you choose not to have **your covered auto** repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the insured value limit of **your covered auto** and pay you that amount less your deductible. Our payment automatically reduces the insured value limit of **your covered auto** if you have further claims. If you later give us proof of proper repair, the insured value limit will be increased. We have a right to inspect all repairs.

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

12. Sales Tax

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) we will pay, subject to your deductible, all sales taxes applicable to the loss of an auto or damage to an auto. However, in any event we will not pay more than the insured value limit.

13. Secured Lenders

When your Coverage Selections Page shows that a lender has a secured interest in **your covered auto**, we will make payments under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) according to the legal interests of each party. The secured lender's right of payment will not be invalidated by your acts or neglect except that we will not pay if the loss of or damage to **your covered auto** is the result of conversion, embezzlement, or secretion by you or any **household member**. Also, we will not pay the secured lender if the loss of or damage to **your covered auto** is the result of arson, theft or any other means of disposal committed by you or at your direction. When we pay any secured lender we shall, to the extent of our payment have the right to exercise any of the secured lender's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the secured lender must do so within 30 days after the loss or damage becomes known to the secured lender. In order for us to cancel the rights of any secured lender shown in the Coverage Selections Page, a notice of cancellation must be sent to the secured lender as provided in this policy.

14. No Benefits To Anyone In The Auto Business

Coverage under Optional Bodily Injury To Others, Medical Payments, Collision, Limited Collision, Comprehensive and Bodily Injury Caused By An Underinsured Auto (Parts 5, 6, 7, 8, 9 and 12) shall not in any way benefit any person or organization having possession of **your covered auto** for the purpose of servicing, repairing, parking, storing, or transporting it or for any similar purpose.

15. Trailers

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

16. Premiums For Extensions Or Renewals

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

17. False Information

If you or someone on your behalf gives us false, deceptive, misleading or incomplete information in any application or policy change request and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all **household members** and customary operators required to be listed and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under Part 3 and Part 4 of this policy.

18. Changes Which Affect Premium

If the information contained in your application changes before this policy expires, We have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges, including the description, ownership, alterations or modifications to **your covered auto**, type of usage and place of garaging of **your covered auto** and the **household members** and individuals who customarily operate **your covered auto**.

If you alter or modify your vehicle in any way you must notify us in writing within 30 days. If a change described in this section requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

19. Pre-Insurance Inspection

Not applicable under this policy.

20. Spare Parts

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) we will pay up to \$750, or the amount shown in the Coverage Selections Page, for **spare parts**.

This coverage does not:

1. Increase the insured limit for **your covered auto** as stated under Collision, Limited Collision or Comprehensive (Parts 7, 8 and 9) in the Coverage Selections Page.
2. Include parts held for sale by you or property of others in your care, custody or control.

We will not pay for loss to **spare parts** caused by theft unless the loss results from forcible entry into the place where your **spare parts** are normally kept; into **your covered auto** itself; or into a securely locked compartment. All losses caused by theft must have visible marks of forcible entry.

21. Loss to Pair, Set or Parts

Under Collision, Limited Collision, and Comprehensive (Parts 7, 8 and 9) we will pay, subject to your deductible, loss to a pair or set. We will repair or replace any part to restore the pair or set to its value before the loss. In case of loss or damage to any part of an insured item consisting of several parts, we are liable only for the value of the lost or damaged part.

22. Car Covers

We will pay up to \$250 for direct and accidental loss or damage to a car cover or car bra used for **your covered auto**. This coverage does not increase the insured limit for **your covered auto** as stated under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) in the Coverage Selections Page.

23. We Do Not Pay for Loss Caused by the Repair or Renovation Process

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) we will not pay for loss or damage caused by any repairing, renovating, or refinishing process unless the process results in a fire or explosion. We will pay only for damage caused by fire or explosion.

24. You May Not Abandon Your Property

There can be no abandonment of **your insured property** to us. **Your insured property** means **your covered auto, spare parts** and/or personal effects.

25. Other Insurance

This policy provides coverage for your **antique vehicle, classic vehicle, and/or special interest vehicle** and applies only to the vehicle(s) shown in the Coverage Selections Page. Any other vehicles you own should be insured by a separate policy. In no event will this policy provide coverage for any vehicles you own other than those shown in the Coverage Selections Page, or which are added to this policy by endorsement.

26. We Will Not Pay for Damage From Insects, Inherent Defect, Effects of Temperature, Moisture or Loss of Use.

We will not pay for loss or damage caused by insects, inherent defect, dampness, mildew, mold, rot or rust, temperature extremes, or loss of use.

27. Regular Use Vehicle Requirement

This policy provides coverage for your **antique vehicle, classic vehicle and/or special interest vehicle** shown in the Coverage Selections Page. You must own a regular use vehicle which must be insured by a separate insurance policy which must be in effect for the entire time this policy is in effect. In no event will this policy serve as your only auto coverage.

Cancellation And Renewal

Cancellation

Cancellation of this policy is something you should ordinarily have no reason to worry about. You can cancel any of the Optional Insurance Parts at any time by giving us or your agent at least twenty days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can, of course, cancel all of the Compulsory Insurance Parts by giving us or your agent at least twenty days written notice.

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

1. You have not paid your premium on this policy.
 2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
 3. Your driver's license or auto registration has been under suspension or revocation during the policy period.
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We can cancel this policy up to 90 days after the policy's renewal effective date if you have failed to complete a renewal application and return it to us at least 30 days before the expiration date of the previous policy.

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

1. Customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto related fraud, or auto theft, or
2. Customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making claim under those coverages, or
3. Customarily driven or owned by persons who have within the last three years, been convicted of any category of driving under the influence of alcohol or drugs, or
4. For which a salvage title has been issued by the Registrar of Motor Vehicles unless a new certificate of title has been issued in accordance with Massachusetts law, or
5. Designated as a high-theft vehicle which does not have at least a minimum anti-theft or auto recovery device as prescribed by the Commissioner of Insurance.
6. If you fail to comply with a request for a motor vehicle safety inspection test for a vehicle that was previously totaled in a prior accident.

We may also cancel:

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

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

We can cancel coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law for reasons other than those listed above if we do so within the first 90 days of the policy period.

Automatic Termination

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

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

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

Legal Notice Requirement

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

In order for us to cancel the rights of any secured lender shown in the Coverage Selections Page, a notice of cancellation must also be sent to the secured lender in a similar manner. If we cancel this policy in its entirety, the cancellation is not effective unless we send the required notice to the Registry of Motor Vehicles. If this policy is cancelled by you or us, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect.

No refund of premium will be sent to you upon cancellation of the policy until we receive a receipt showing that the registration plates assigned to the insured motor vehicle have been returned to the Registry of Motor Vehicles or other document showing that you have replaced the insurance required by law. If you think that we have cancelled your policy illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Renewal

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

When There Is An Accident Or Loss

First, Help Any Injured Person

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

Second, Notify The Police, Registry Or Fire Department

Under Massachusetts law, notice to the local or state police and the Registry of Motor Vehicles is required within 5 days if there is anyone injured in an accident, no matter how slight the injury, or if there is reason to believe that there has been over \$1,000 in total property damage.

Within 24 hours, notify both the police and us if **your covered auto** is stolen or if you have been involved in a hit-and-run accident. You must report a fire loss to the fire department. The notice to the police or the fire department must be on the form required by law.

Third, File The Claim With Us

We do not know about accidents or losses until you or someone else notifies us. We, or our agent, must be notified promptly of the accident or loss by you or someone on your behalf. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses. If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts.

If you are filing a claim for damage to **your covered auto**, you or someone on your behalf must file a proof of loss within 91 days after the accident.

Fourth, Cooperate With Us

After an accident or loss, you or anyone else covered under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. We must be sent copies of all legal documents in connection with the accident or loss.

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

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

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

Remember: Defensive Driving Can Save Your Life And Your Money



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

(877) IRON-411

**CONCOURS CLASSIC AUTO PROGRAM
NEW POLICY COVERAGE SELECTIONS**

Named Insured and Mailing Address:	Agency Name and Mailing Address:
	Policy Number:

Coverage is provided where a premium and a limit of liability are shown for the coverage. Liability, Medical Payments, Bodily Injury Caused By An Uninsured Auto and Bodily Injury Caused By An Underinsured Auto Coverages are provided for all Concours Classic autos unless otherwise stated.

Policy Period 12:01a.m. Standard Time. From to at the named insured's mailing address. See attached schedule for vehicles with alternate garaging.

LIABILITY COVERAGE PART - LIMIT	VEHICLE 1	VEHICLE 2	VEHICLE 3
PART 1 – BODILY INJURY TO OTHERS: \$20,000 PER PERSON/\$40,000 PER ACCIDENT	\$	\$	\$
PART 2 – PERSONAL INJURY PROTECTION: \$8,000 PER PERSON/PER ACCIDENT	\$	\$	\$
PART 3 – BODILY INJURY CAUSED BY AN UNINSURED AUTO: \$20,000 PER PERSON/\$40,000 PER ACCIDENT	\$	\$	\$
PART 4 – DAMAGE TO SOMEONE ELSE'S PROPERTY: \$5,000 PER ACCIDENT	\$	\$	\$
PART 5 – OPTIONAL BODILY INJURY TO OTHERS: \$20,000 PER PERSON/\$40,000 PER ACCIDENT	\$	\$	\$
PART 6 – MEDICAL PAYMENTS: \$5,000 PER PERSON/PER ACCIDENT	\$	\$	\$
PART 12 – BODILY INJURY CAUSED BY AN UNDERINSURED AUTO: \$20,000 PER PERSON/\$40,000 PER ACCIDENT	\$	\$	\$
COVERAGE FOR DAMAGE TO YOUR AUTO(S)			
PART 7 – COLLISION	\$	\$	\$
PART 9 – COMPREHENSIVE	\$	\$	\$
POLICY DISCOUNTS/CREDITS, SURCHARGES, OTHER			

ENDORSEMENTS MADE PART OF THIS POLICY AT THE TIME OF ISSUE

See attached endorsements

TOTAL POLICY PREMIUM

\$

SCHEDULE OF VEHICLES

Type Of Vehicle: AV = Antique SV = Specialty TV = Trailer RV = Restoration Vehicle

Lay-up Period (All vehicles December- March) Yes No

Lay-up does not apply to Restoration Vehicles

Veh. #	Type	Year	Make	Model	VIN	Insured Value
1						\$
2						\$
3						\$

Check carefully that all operators of your auto(s) are shown. Your failure to list a household member may have very serious consequences. We will not pay for a collision loss for an accident which occurs while your auto is being operated by a household member who is not listed as an operator on your policy.

VEHICLE OPERATORS

#	Name	Drivers License Number	State
1			
2			
3			

EXCLUDED PERSON(S)

#	Name of Driver
1	
2	
3	

Loss Payee / Additional Insured Name and Address:

Broker Name and Address: (If Applicable)

Countersigned By:

_____ Agent

This policy shall not be valid unless countersigned by our authorized agent and attached, when issued, to the Company's Concours Classic Auto Policy.

Countersigned By:

_____ Agent

Ironshore Indemnity Inc.®

A Property and Casualty Insurance Company



CONCOURS CLASSIC - APPLICATION

ONLY COMPLETED APPLICATIONS WILL BE ACCEPTED. ATTACH PHOTOGRAPHS ALL 4 SIDES, INTERIOR & ENGINE. PLEASE INCLUDE FULL PREMIUM.
 ** PLEASE NOTE: THERE IS NO COVERAGE UNTIL IRONSHORE INDEMNITY, INC. HAS ACCEPTED THE RISK, RECEIVED PAYMENT, AND ISSUED THE POLICY.**

CONDON & SKELLY (800-257-9496)

THIS IS NOT A BINDER

Applicant's Name:			FOR OFFICE USE ONLY:	
Mailing Address:				
Occupation:	Email :	Home Telephone:		
	Cell Phone:	Business Phone:		
Policy Number:	Effective Date:			
			<input type="checkbox"/> New Business Application	<input type="checkbox"/> Change to Current Policy

VEHICLE USAGE

1. Are your collectible vehicles used for any purposes other than car club, hobby activities or an occasional pleasure drive? If Yes, for what purposes? _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are any collectible vehicles used for racing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Are any collectible vehicles used for commercial purposes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Lay-up period - December, January, February & March (applies to all vehicles except Restoration Vehicles)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Are any collectible vehicles used for backup or substitute transportation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. What purpose are the collectible vehicles driven for? _____	
7. What is approximate annual miles to be driven for each vehicle? _____	

DRIVER INFORMATION Complete for all licensed drivers in the household

Driver	Name (As shown on license)	Gender	Marital	Birthdate	No. Years Lic.	License Number
1						
2						
3						

1. How many licensed drivers are in the household (include inexperienced drivers)? _____

2. Please list vehicles used as daily transportation for each driver in the household.

Year	Make	Is this a company car? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, do you own the company? <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

3. Has any driver in the household had an accident or violation in the past three years? In Oregon, report only if convicted. Yes No

4. Has any driver in the household had his/her licensed revoked in the past three years? Yes No

5. Are regular household cars on a Business Auto Policy Personal Auto Policy in your name?

6. Personal/Business Policy Number: _____ Insurance Company Name: _____

If Yes to either question above, please complete below:

Driver Name	Describe Violation/Accident/Revocation	MM/DD/YY	Did Your Co.	Amount of Claim
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL INFORMATION

1. Are all collectible vehicles kept in completely enclosed, locked garage(s)? Please note: All vehicles must be garaged. Garage location: Address _____ State _____ <input type="checkbox"/> Brick <input type="checkbox"/> Frame <input type="checkbox"/> Burglar Alarm <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Which clubs or associations do you currently belong? _____	
3. Is your collectible vehicle currently insured? If Yes, with what company _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

REMARKS

VEHICLE TYPES:	AV = Antique Vehicle	SV = Specialty Vehicle	TV = Trailer Vehicle	RV = Restoration Vehicle
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Veh. No.	Year	Make	Model	Body Type	VIN (Exactly as shown on registration)	Veh. Type	Agreed Value	Odometer
#1								

Is vehicle registered or will be within 30 days? <input type="checkbox"/> Yes <input type="checkbox"/> No Is vehicle registered historical? <input type="checkbox"/> Yes <input type="checkbox"/> No Is this a replacement vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a loss payee on this vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No	State vehicle is registered? _____ Is registrant a business? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the registered owner a named insured? <input type="checkbox"/> Yes <input type="checkbox"/> No Who is vehicle registered to? _____	Who is the principal driver of this vehicle? _____
If Yes, loss payee name: _____ Address: _____		
Is the condition of your collectible vehicle Show Excellent Good Fair Existing Damage Regarding the Restoration of your collectible vehicle Previously Restored Under Restoration Date of Completion Not Restoring What was restored? Frame off Cosmetic Engine Detail Other: _____ List vehicle options which may affect value _____		

Veh. No.	Year	Make	Model	Body Type	VIN (Exactly as shown on registration)	Veh. Type	Agreed Value	Odometer
#2								

Is vehicle registered or will be within 30 days? <input type="checkbox"/> Yes <input type="checkbox"/> No Is vehicle registered historical? <input type="checkbox"/> Yes <input type="checkbox"/> No Is this a replacement vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a loss payee on this vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No	State vehicle is registered? _____ Is registrant a business? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the registered owner a named insured? <input type="checkbox"/> Yes <input type="checkbox"/> No Who is vehicle registered to? _____	Who is the principal driver of this vehicle? _____
If Yes, loss payee name: _____ Address: _____		
Is the condition of your collectible vehicle Show Excellent Good Fair Existing Damage Regarding the Restoration of your collectible vehicle Previously Restored Under Restoration Date of Completion Not Restoring What was restored? Frame off Cosmetic Engine Detail Other: _____ List vehicle options which may affect value _____		

Veh. No.	Year	Make	Model	Body Type	VIN (Exactly as shown on registration)	Veh. Type	Agreed Value	Odometer
#3								

Is vehicle registered or will be within 30 days? <input type="checkbox"/> Yes <input type="checkbox"/> No Is vehicle registered historical? <input type="checkbox"/> Yes <input type="checkbox"/> No Is this a replacement vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a loss payee on this vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No	State vehicle is registered? _____ Is registrant a business? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the registered owner a named insured? <input type="checkbox"/> Yes <input type="checkbox"/> No Who is vehicle registered to? _____	Who is the principal driver of this vehicle? _____
If Yes, loss payee name: _____ Address: _____		
Is the condition of your collectible vehicle Show Excellent Good Fair Existing Damage Regarding the Restoration of your collectible vehicle Previously Restored Under Restoration Date of Completion Not Restoring What was restored? Frame off Cosmetic Engine Detail Other: _____ List vehicle options which may affect value _____		

STATE EXCEPTIONS

Kansas: IMPORTANT: UNDER KANSAS LAW, THE FOLLOWING TRAFFIC VIOLATIONS ARE NOT REQUIRED TO BE REPORTED TO INSURERS: A speeding violation of up to six (6) mph that occurs in an area with a maximum posted speed limit from 30 mph through 54 mph; or A speeding violation of up to ten (10) mph that occurs in an area with a maximum posted speed limit from 55 mph through 70 mph.

REGULATORY AND POLICY WARNINGS

Limitations of Use – For Antique and Specialty Vehicles

The covered auto(s) must be used mainly for hobby activities or as part of a private collection. Occasional use of the auto for other reasons is permitted. However, those reasons DO NOT include the following:

- (1) NORMAL DRIVING – For example, you may not use the vehicle to drive to or from work or school, to shop or as a substitute vehicle.
- (2) RACING – We won't cover loss or damage while the vehicle is being raced, except vehicles involved in club sponsored timed events such as road rallies.
- (3) ALTERED VEHICLE – For Antique vehicles only: The vehicle may not be altered in any way from its original condition. A vehicle is considered altered if it is not constructed or restored with original type parts.
- (4) ANNUAL MILEAGE – Your annual mileage cannot exceed 2,500 miles for antique vehicles, or 7,500 for Specialty vehicles unless you choose the UNLIMITED Mileage option or receive prior written authorization from **Condon & Skelly**.
- (5) BUSINESS or COMMERCIAL USE or REGULAR USE

FRAUD WARNINGS

If you or someone else on your behalf knowingly gives us false, deceptive, misleading or incomplete information in this application and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy. Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of operators required to be listed and the answers given above for all listed operators. Check to make certain that you have correctly listed all operators and the completeness of their previous driving records. The Merit Rating Board may verify the accuracy of the previous driving records of all listed operators, including that of the applicant for this insurance

NOTICE TO ARKANSAS AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS - WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

COVERAGE INFORMATION

Massachusetts Law requires that if a company elects to provide Compulsory Insurance Coverage (Parts 1,2,3,4), it must also offer the following Optional Coverages: Optional Bodily Injury To Others, Bodily Injury Caused by An Underinsured Auto at limits up to \$35,000 each person, \$80,000 each accident, Medical Payments Coverage up to \$5,000, Collision, and Comprehensive. However, Part 7. Collision and Part 9. Comprehensive coverages may be refused or cancelled in certain situations as provided for in the law.

SIGNATURE

I understand that coverage becomes effective only upon acceptance of the risk by **IRONSHORE INDEMNITY, INC**, payment of premium and issuance of policy. I understand there is a **\$95.00** minimum earned premium.

Applicant's Statement – I authorize you or any consumer reporting agency to check my driving record, claim history and to obtain and release information about my prior losses or claims. I understand that this information may be obtained from third parties, such as consumer reporting agencies, I also authorize you to share with others information about my claims record while insured with you. If you should find any information that adversely affects my ability to obtain insurance, I understand that you will notify me that I can have any inaccuracies corrected. I understand that any information you collect on me will be used by you for personal insurance underwriting purposes. I agree that this authorization shall be valid for one year from the date shown below.

Applicant's Signature: _____ Date: _____ Amount of Payment: \$ _____

Send to: Condon & Skelly Collectible Vehicle Insurance, Suite 203, 121 East Kings Highway, Maple Shade, NJ 08052 (800-257-9496)

PLEASE NOTE: THERE IS NO COVERAGE UNTIL **IRONSHORE INDEMNITY, INC.** HAS ACCEPTED THE RISK, RECEIVED PAYMENT AND ISSUED THE POLICY

BROKER/AGENT Must Complete Below

Producer's/Broker's License Number:		If you are a non-resident agent, please provide non-resident license number:	
Agency:			
Address:	City:	State:	Zip Code:
Agency Phone:	Agent Fax:	Direct or Agency Bill:	
Contact:	Signature:		Date:

WA agents please send copy of broker's license.

REMEMBER TO SEND THE FOLLOWING:

- r 1. Photos (color) all 4 sides, interior and engine
- r 2. Premium in full (did you sign your check?)
- r 3. Application completed and signed (include supplemental form)
- r 4. Copy of your Personal Auto Policy declaration page
- r 5. Proof of ownership

SEND TO:

Condon & Skelly
121 East King's Highway, Suite 203
Maple Shade, New Jersey 08052
1-800-257-9496
(856) 234-3434



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

(877) IRON-411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MASSACHUSETTS

The following is added to **Part 1. Bodily Injury To Others**, **Part 4. Damage To Someone Else's Property** and **Part 5. Optional Bodily Injury To Others**:

Additional Insured

Any coverage for damages afforded under this Part for **your covered auto** applies to the additional insured listed on the Coverage Selections Page, but only as their interest may appear in **your covered auto**. This insurance is subject to the following additional provisions:

1. We will pay damages for which the additional insured becomes legally responsible only if the damages arise out of acts or omissions of **you** or any **household member**.
2. We do not surrender any of our rights of subrogation under this policy.

All other provisions of the policy apply except as amended by this endorsement.



IRONSHORE INDEMNITY INC.

(A Stock Company)
Mailing Address:
PO Box 3407
New York, NY 10008
(877) IRON-411

ENDORSEMENT #

Policy Number:

Effective Date Of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED DRIVER EXCLUSION ENDORSEMENT

I am aware that under the terms of my Concours Classic Auto Policy, if I, or someone on my behalf, provide false, deceptive, misleading or incomplete information in any application or policy change request, and if such false, deceptive, misleading or incomplete information increases the company’s risk of loss, the company may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all **household members** and customary operators required to be listed and the answers given for all listed operators. Payments under Part 3. Bodily Injury Caused by an Uninsured Auto and Part 4. Damage to Someone Else’s Property, may also be limited to the amounts that the company is required to sell. In addition, I am aware Massachusetts law requires that the company withhold payment of a Collision or Limited Collision loss if the insured auto is being operated by a **household member** who is not listed as an operator on my policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on my policy because the **household member** would be classified as an inexperienced operator or would require payment of additional premium on my policy. It is agreed that the person named below will not operate the vehicle(s) described in the Coverage Selections Page, or any replacement thereof, under any circumstances whatsoever.

Name of Excluded Driver(s)	Date of Birth	Relationship to Named Insured

This endorsement applies to your current policy and will apply to any subsequent renewal, replacement policy or midterm change until such time it is removed by agreement between you and us. The provisions of this endorsement supersede and exclude from the policy any contrary provisions(s).

The named Insured(s) accepts this endorsement and confirms their acceptance by signing below:

Signature / Acceptance of Named Insured

Date

Signature / Acceptance of Named Insured

Date

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

(877) IRON-411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR - MASSACHUSETTS

Any coverage provided under:

- 1. Bodily Injury To Others (Part 1),
- 2. Personal Injury Protection (Part 2),
- 3. Bodily Injury Caused By An Uninsured Auto (Part 3) up to the Compulsory Limits, and
- 4. Damage To Someone Else's Property (Part 4) up to the Compulsory Limit,

for the leased auto shown in the Coverage Selections Page also applies to any person or entity shown below and to that person's agents or employees.

Any coverage provided for:

- 1. Amounts over the compulsory limit for Damage To Someone Else's Property (Part 4), or
- 2. Optional Bodily Injury To Others (Part 5),

for the leased auto shown in the Coverage Selections Page applies to the person or entity leasing an auto to you, as shown below, and to that person's or entity's agents or employees, only while the leased auto is being used by you or on your behalf.

If we cancel this policy, a notice of cancellation will be sent to the lessor shown below.

This policy provides Optional Coverage for*:

- Collision (Part 7),
- Comprehensive (Part 9)

Name and Address of Person/Entity
Leasing an Auto to You (Lessor)*:

Description of Leased Auto*:

*Complete only if information is not on the Coverage Selections Page.

All other provisions of the policy apply except as amended by this endorsement.



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

(877) IRON-411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR MOTORCYCLE ENDORSEMENT - MASSACHUSETTS

The following additional coverage, definitions, and exclusions apply only to **your covered auto** that is a **motorcycle**.

consent, being in or upon, entering or leaving the same, except a passenger for hire in the case of a motor vehicle registered as a taxicab or otherwise for carrying passengers for hire.

I. Definitions

The Definitions section is amended as follows:

Definition 7. Your covered auto, is amended as follows:

The following definitions are added:

7. Your covered auto means:

Motorcycle means:

D. Any **antique vehicle** or **classic vehicle** that is a **motorcycle** on the date you become owner during the policy period, which is not a reproduction **motorcycle** or **structurally modified motorcycle**, provided that:

- a.** Any motor vehicle having a seat or saddle for the use of the rider and designed to travel on public roads with not more than three wheels in contact with the ground, including any bicycle with a motor or driving wheel attached, except a tractor, a motorized lawnmower, a motor vehicle designed for the carrying of golf clubs and not more than four persons, an industrial three wheel truck, or a motor vehicle on which the operator and passengers ride within an enclosed cab; and

- 1.** You ask us to insure it within thirty days after you become the owner; and
- 2.** We insure all your collector vehicles.

- b.** Any sidecar designed for the motorcycle, if the sidecar shown with the motorcycle in the Coverage Selections Page.

Under Parts 7, 8 and 9 – Collision, Limited Collision and Comprehensive, the limit provided will be the lesser of the following:

Structurally modified motorcycle means:

- 1.** The amount necessary to repair or replace the property;
- 2.** The purchase price;
- 3.** The verifiable value; or
- 4.** \$50,000, or, if you and we have determined an insured value prior to the 30 day deadline, the insured value.

A **motorcycle** which has had its frame or structure altered from its original manufacturing specification, including but not limited to any alteration to the geometry of its steering.

Guest occupant means:

E. Any **antique vehicle** or **classic vehicle** that is a **motorcycle** on the date you become owner during the policy period which is a reproduction **motorcycle** or **structurally modified motorcycle**, provided that:

Any person, other than an employee of the owner or registrant of a motor vehicle or of a person responsible for its operation with the owner's or registrant's express or implied

- a. It is a replacement of a **motorcycle** shown in the Coverage Selections Page;
- b. You ask us to insure it within 30 days after you become the owner; and
- c. We insure all of your collector vehicles

- (d) Boots;
- (e) Gloves; or
- (f) Goggles;

made of leather, ballistic nylon or a similar synthetic material.

The damage to the safety apparel must occur as a direct result of the accident. We will not pay for loss to safety apparel unless the apparel is made available for inspection after a loss. We will not pay for loss to helmets unless they comply with Federal Motor Vehicle Safety Standards.

Exception- Parts 7, 8 and 9 – Collision, Limited Collision and Comprehensive will not apply to any reproduction or structurally modified motorcycle which replaces a motorcycle shown on the Coverage Selections Page

IMPORTANT

There is no coverage provided for a newly acquired reproduction or structurally modified motorcycle that does not replace a motorcycle listed in the Coverage Selections Page

Our limit of liability for safety apparel for each accident will be the lesser of:

- a. The actual cash value of the safety apparel;
- b. The cost to repair or replace the damaged safety apparel with others of like kind and quality; or
- c. The difference between the value of the safety apparel prior to the accident and immediately following the accident.

II. Part 5. Optional Bodily Injury To Others

The following provision is added to **Part 5. Optional Bodily Injury To Others:**

Motorcycle Guest Occupant Liability

The limit of liability shown in the Coverage Selections Page as Motorcycle Guest Occupant Liability will apply for any **guest occupant of your covered auto** that is a **motorcycle**. The limit of liability shown in the Coverage Selections Page for Motorcycle Guest Occupant Liability per person is our total limit of liability for damages because of bodily injury sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Coverage Selections Page for Motorcycle Guest Occupant Liability per accident is our total limit of liability for all damage for bodily injury sustained by two or more persons in any one accident.

However, in no event will our limit of liability for Safety Apparel exceed \$500 per helmet per accident, and not more than a combined total of \$1,000 for all Safety Apparel damaged in any one accident.

2. The following exclusion is added:

We will not pay for:
Loss or damage to **your covered auto** that is a **motorcycle** resulting from its use in any field games.

All other provisions of the policy apply except as amended by this endorsement.

This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown in the Coverage Selections Page.

III. Part 7. Collision, Part 8. Limited Collision, and Part 9. Comprehensive

1. The following provision is added:

Motorcycle Safety Apparel:

We will pay for direct physical loss to any safety equipment worn by you or any **guest occupant on your covered auto** that is a **motorcycle** at the time of an accident. Safety apparel means:

- (a) Helmet;
- (b) Jacket;
- (c) Pants or chaps;



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

(877) IRON411

SIGNATURE PAGE

YOUR COMPLETE POLICY CONSISTS OF THE POLICY JACKET WITH THE COVERAGE FORMS, DECLARATIONS, AND ENDORSEMENTS, IF ANY.

IN WITNESS WHEREOF, Ironshore Indemnity Inc. has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of Ironshore Indemnity Inc.

A handwritten signature in blue ink, appearing to read "Shane Kelly", written over a solid black horizontal line.

President

A handwritten signature in blue ink, appearing to read "S.M.C.", written over a solid black horizontal line.

Secretary



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

(877) IRON-411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

\$100 GLASS DEDUCTIBLE – MASSACHUSETTS

Under Comprehensive, the provision which states that the deductible does not apply to glass breakage is replaced for any auto to which this endorsement applies as shown on the Coverage Selections Page as follows:

We will pay for glass breakage, but in all cases, we will subtract the deductible amount of \$100.

If you have glass breakage and other damages to your auto that is covered by your Comprehensive Coverage (Part 9), this \$100 glass deductible is in addition to the deductible you selected for your Comprehensive Coverage (Part 9).

All other provisions of the policy apply except as amended by this endorsement.



IRONSHORE INDEMNITY INC.

(A Stock Company)

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New York, NY 10008

(877) IRON-411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAVELING COLLECTOR ENDORSEMENT – MASSACHUSETTS

This additional insurance is provided subject to the provisions of this endorsement and in return for the premium and compliance with all applicable provisions of the Concours Classic Auto Policy to which it is attached.

Definitions

The following words and phrases are defined with respect to the coverage provided by this endorsement:

Automotive tools includes tools and portable equipment used in the maintenance of collector vehicles. This also includes:

- a. Portable carts or cases used to store covered tools; or
- b. Accessories for covered tools whether attached or not.

Personal effects includes items usually carried by tourists and travelers, which you own and use or wear, while temporarily located in the vehicle, except as limited below.

Personal effects does not include:

- a. Equipment; **spare parts**; or **automotive tools**;
 - b. Accounts, bills, checks, credit or debit cards, currency, deeds, documents, evidences of debt, gift cards or certificates, letters of credit, money, notes, or securities;
 - c. Portable digital or electronic devices, cell phones, or laser or radar detection devices, including their accessories; or
 - d. Tapes, disks or other media used with equipment described immediately above.
-

Part 7. Collision, Part 8. Limited Collision And Part 9. Comprehensive

The following coverage applies to **your covered auto** listed in the Coverage Selections Page if the loss or damage is caused by:

- a. Comprehensive, only if the Coverage Selections Page indicates that comprehensive coverage is provided for **your covered auto**.
- b. **Collision**, only if the Coverage Selections Page indicates that Collision Coverage or Limited Collision Coverage is provided for **your covered auto**.

Loss Of Use And Trip Interruption Expenses

We will pay, without application of a deductible, up to a maximum limit of \$1,500 for reasonable:

1. Temporary expenses incurred by you for transportation, lodging and meals in the event of direct and accidental loss to **your covered auto** caused by **collision** or comprehensive;
2. Expenses of up to \$20 per day, or the amount for which you become legally responsible, in the event of a covered loss to an auto not owned by or furnished or available for your regular use which is a replacement for **your covered auto**; and
3. Unrecoverable, pre-paid expenses for your attendance at collector vehicle events, such as pre-registration fees.

This coverage applies only if:

- a. The loss to **your covered auto** occurs more than 50 miles from its customary garaging; and
- b. **Your covered auto** is withdrawn from use for at least 24 hours.

Limit Of Liability

- A. Our payment for these expenses will be limited to that period of time reasonably required to:
 1. Resume travel under a prearranged itinerary; or
 2. Return home.

Exclusions

We will not pay for loss to, or loss of use of, a rental vehicle rented by you if a rental vehicle company is precluded from recovering such loss or loss of use from you, pursuant to the provisions of any applicable rental agreement or state law.

Automotive Tools Coverage

We will pay up to \$750 for direct and accidental loss or damage to **automotive tools** for **your covered auto**, subject to a deductible of \$25. This coverage does not include tools used in any business, or property of others in your care, custody or control.

However, we will not pay for loss to **automotive tools** caused by theft unless the loss results from forcible entry.

Personal Effects Coverage

We will pay up to \$250 for direct and accidental loss or damage to your **personal effects** in **your covered auto**, subject to a deductible of \$25.

However, we will not pay for loss to **personal effects** caused by theft unless the loss results from forcible entry into **your covered auto**.

Spare Parts

The limit shown in the Coverage Selections Page for **spare parts** is increased by \$750.

Other Sources Of Recovery

Any insurance we provide with respect to the additional coverage under Part 7, Part 8 or Part 9 of this endorsement shall be excess over any other collectible source of recovery.

All other provisions of the policy apply except as amended by this endorsement.

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Producer: 100

ARC EXCESS & SURPLUS, LLC
(GARDEN CITY)
1122 FRANKLIN AVENUE
3RD FLOOR
GARDEN CITY NY 11530

Policy No.: AUTO TEST MA
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE
Date of Cancellation: 06/18/2012; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above.

STATUTORY NOTICE OF CANCELLATION OF THE CONCOURS CLASSIC AUTO POLICY (CANCELLATION OF ENTIRE POLICY) (THIS NOTICE ALSO COVERS NON-COMPULSORY COVERAGES)

SPECIFIC REASON(S) FOR CANCELLATION: due to non payment of premium.

Coverage is being terminated on the vehicle(s) described here: VIN#, Reg#. Vehicle Desc

You are hereby notified that the Concours Classic Auto Policy, herein designated, issued to you by the above named company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 A.M. on the date stated above.

Section 113A of Chapter 175 of the General Laws, as amended, requires 20 days advance written notice of cancellation.

The premiums earned on this policy to the effective date of cancellation will be adjusted in accordance with the terms of the policy.

This cancellation will not take effect if the full amount due is paid on or prior to the effective date of cancellation. The amount due is 2500.00

IMPORTANT NOTICE TO POLICYHOLDERS: Please read carefully the information below which outlines your legal rights relative to this cancellation.

INFORMATION ABOUT MINIMUM INSURANCE REQUIREMENTS

Massachusetts law requires that every Motor Vehicle registered in Massachusetts carry minimum Motor Vehicle Liability Insurance. The Registrar of Motor Vehicles will revoke your registration and license plates on the effective date of cancellation shown in this notice unless:

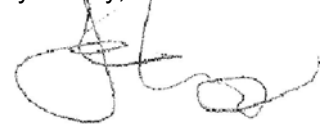
1. We reinstate your required minimum Motor Vehicle Insurance; or
2. Before the date of cancellation shown in this notice you obtain minimum Motor Vehicle Insurance from

PLEASE READ THE NEXT PAGE FOR MORE INFORMATION

Named Insured

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Date Mailed:
23rd day of May, 2012



FRED MARRA

NOTICE OF CANCELLATION OF INSURANCE

Named Insured: AUTO TEST
Policy Number: AUTO TEST MA

another insurance company. The new insurance company must notify the Registrar before the date of cancellation in this notice that it has insured your Motor Vehicle.

If you are unable to obtain motor Vehicle Insurance from another insurance company, you may be eligible to obtain Motor Vehicle Insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply for Motor Vehicle Insurance through the plan. If you apply for Motor Vehicle Insurance through the plan, you will be not be able to choose an Insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the coverage that was not renewed; or

3. Before the effective date of cancellation shown in this notice you file with the Commissioner of Insurance a written complaint on a form prescribed and furnished by the Commissioner of Insurance. The form is available on the Division of Insurance website by searching "Cancellation Appeal Form" at www.mass.gov/doi or can be obtained by calling the Division's Consumer Service Section at 617-521-7777.

Unless one of the three above actions occurs, the registration for your Motor Vehicle will be revoked on the effective date of cancellation shown in this notice.

SAMPLE

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Producer: 100

ARC EXCESS & SURPLUS, LLC
(GARDEN CITY)
1122 FRANKLIN AVENUE
3RD FLOOR
GARDEN CITY NY 11530

Policy No.: AUTO TEST MA
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE
Date of Cancellation: 06/18/2012; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above.

STATUTORY NOTICE OF CANCELLATION OF THE CONCOURS CLASSIC AUTO POLICY (CANCELLATION OF ENTIRE POLICY) (THIS NOTICE ALSO COVERS NON-COMPULSORY COVERAGES)

SPECIFIC REASON(S) FOR CANCELLATION: due to non payment of premium.

Coverage is being terminated on the vehicle(s) described here: VIN#, Reg#. Vehicle Desc

You are hereby notified that the Concours Classic Auto Policy, herein designated, issued to you by the above named company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 A.M. on the date stated above.

Section 113A of Chapter 175 of the General Laws, as amended, requires 20 days advance written notice of cancellation.

The premiums earned on this policy to the effective date of cancellation will be adjusted in accordance with the terms of the policy.

This cancellation will not take effect if the full amount due is paid on or prior to the effective date of cancellation. The amount due is 2500.00

IMPORTANT NOTICE TO POLICYHOLDERS: Please read carefully the information below which outlines your legal rights relative to this cancellation.

INFORMATION ABOUT MINIMUM INSURANCE REQUIREMENTS

Massachusetts law requires that every Motor Vehicle registered in Massachusetts carry minimum Motor Vehicle Liability Insurance. The Registrar of Motor Vehicles will revoke your registration and license plates on the effective date of cancellation shown in this notice unless:

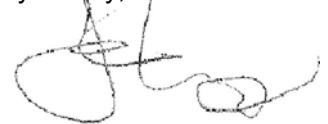
1. We reinstate your required minimum Motor Vehicle Insurance; or
2. Before the date of cancellation shown in this notice you obtain minimum Motor Vehicle Insurance from

PLEASE READ THE NEXT PAGE FOR MORE INFORMATION

Named Insured

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Date Mailed:
23rd day of May, 2012



FRED MARRA

NOTICE OF CANCELLATION OF INSURANCE

Named Insured: AUTO TEST
Policy Number: AUTO TEST MA

another insurance company. The new insurance company must notify the Registrar before the date of cancellation in this notice that it has insured your Motor Vehicle.

If you are unable to obtain motor Vehicle Insurance from another insurance company, you may be eligible to obtain Motor Vehicle Insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply for Motor Vehicle Insurance through the plan. If you apply for Motor Vehicle Insurance through the plan, you will be not be able to choose an Insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the coverage that was not renewed; or

3. Before the effective date of cancellation shown in this notice you file with the Commissioner of Insurance a written complaint on a form prescribed and furnished by the Commissioner of Insurance. The form is available on the Division of Insurance website by searching "Cancellation Appeal Form" at www.mass.gov/doi or can be obtained by calling the Division's Consumer Service Section at 617-521-7777.

Unless one of the three above actions occurs, the registration for your Motor Vehicle will be revoked on the effective date of cancellation shown in this notice.

SAMPLE
Home Office Copy

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Producer: 100

ARC EXCESS & SURPLUS, LLC
(GARDEN CITY)
1122 FRANKLIN AVENUE
3RD FLOOR
GARDEN CITY NY 11530

Policy No.: AUTO TEST MA
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE
Date of Cancellation: 06/18/2012; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above.

STATUTORY NOTICE OF CANCELLATION OF THE CONCOURS CLASSIC AUTO POLICY (CANCELLATION OF ENTIRE POLICY) (THIS NOTICE ALSO COVERS NON-COMPULSORY COVERAGES)

SPECIFIC REASON(S) FOR CANCELLATION: due to non payment of premium.

Coverage is being terminated on the vehicle(s) described here: VIN#, Reg#. Vehicle Desc

You are hereby notified that the Concours Classic Auto Policy, herein designated, issued to you by the above named company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 A.M. on the date stated above.

Section 113A of Chapter 175 of the General Laws, as amended, requires 20 days advance written notice of cancellation.

The premiums earned on this policy to the effective date of cancellation will be adjusted in accordance with the terms of the policy.

This cancellation will not take effect if the full amount due is paid on or prior to the effective date of cancellation. The amount due is 2500.00

IMPORTANT NOTICE TO POLICYHOLDERS: Please read carefully the information below which outlines your legal rights relative to this cancellation.

INFORMATION ABOUT MINIMUM INSURANCE REQUIREMENTS

Massachusetts law requires that every Motor Vehicle registered in Massachusetts carry minimum Motor Vehicle Liability Insurance. The Registrar of Motor Vehicles will revoke your registration and license plates on the effective date of cancellation shown in this notice unless:

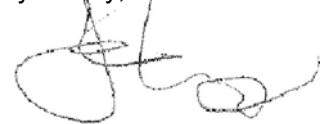
1. We reinstate your required minimum Motor Vehicle Insurance; or
2. Before the date of cancellation shown in this notice you obtain minimum Motor Vehicle Insurance from

PLEASE READ THE NEXT PAGE FOR MORE INFORMATION

Producer

ARC EXCESS & SURPLUS, LLC
(GARDEN CITY)
1122 FRANKLIN AVENUE
3RD FLOOR
GARDEN CITY NY 11530

Date Mailed:
23rd day of May, 2012



FRED MARRA

NOTICE OF CANCELLATION OF INSURANCE

Named Insured: AUTO TEST
Policy Number: AUTO TEST MA

another insurance company. The new insurance company must notify the Registrar before the date of cancellation in this notice that it has insured your Motor Vehicle.

If you are unable to obtain motor Vehicle Insurance from another insurance company, you may be eligible to obtain Motor Vehicle Insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply for Motor Vehicle Insurance through the plan. If you apply for Motor Vehicle Insurance through the plan, you will be not be able to choose an Insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the coverage that was not renewed; or

3. Before the effective date of cancellation shown in this notice you file with the Commissioner of Insurance a written complaint on a form prescribed and furnished by the Commissioner of Insurance. The form is available on the Division of Insurance website by searching "Cancellation Appeal Form" at www.mass.gov/doi or can be obtained by calling the Division's Consumer Service Section at 617-521-7777.

Unless one of the three above actions occurs, the registration for your Motor Vehicle will be revoked on the effective date of cancellation shown in this notice.

SAMPLE

NOTICE OF NONRENEWAL OF INSURANCE

Named Insured & Mailing Address:

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Producer: 100

ARC EXCESS & SURPLUS, LLC
(GARDEN CITY)
1122 FRANKLIN AVENUE
3RD FLOOR
GARDEN CITY NY 11530

Policy No.: AUTO TEST MA
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE
Date of Expiration: 01/01/2013; 12:01 A.M. Local Time at the mailing address of the Named Insured.

NOTICE OF NONRENEWAL FOR COLLISION AND COMPREHENSIVE COVERAGE

The reason for nonrenewal is because our ability to offer renewal terms depends upon a review of relevant information about your company. We do not currently have the necessary information that we need to evaluate your account and to complete our renewal underwriting. We anticipate that you and your agent will forward this material to us as soon as it becomes available. Provided that we receive complete underwriting information, we may offer you terms and conditions for a new policy.

We value your business and will strive to remain responsive to your needs should we receive the necessary underwriting information and at such time we may discuss renewal with you, your agent or broker and potentially offer new policies if appropriate. In this regard, we are obligated to advise you that neither the evaluation of any information received to date nor any request for or receipt of additional information will obligate us to offer any renewal coverage.

Accordingly, this notice serves as notice of non-renewal per statutory requirements. Again, it has been a pleasure doing business with you and we hope to have the opportunity to assist you again with your insurance needs. We are providing a copy of this Notice to your agent or broker. If you have any questions regarding this Notice, please contact your agent or broker.

WE ARE NOTIFYING YOU THAT WE WILL NOT RENEW YOUR COVERAGE(S) OF:

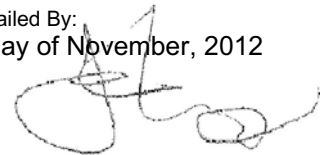
Coverage is being terminated on the vehicle(s) described here: VIN #, Vehicle Desc

If you purchase a new policy, your new insurance company must offer to sell you optional insurance coverages. Companies may refuse Collision and Comprehensive coverages under certain circumstances. All optional coverages are subject to certain deductibles and limits specified in Massachusetts law.

Named Insured

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Date Mailed By:
13th day of November, 2012



FRED MARRA

NOTICE OF NONRENEWAL OF INSURANCE

Named Insured & Mailing Address:

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Producer: 100

ARC EXCESS & SURPLUS, LLC
(GARDEN CITY)
1122 FRANKLIN AVENUE
3RD FLOOR
GARDEN CITY NY 11530

Policy No.: AUTO TEST MA
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE
Date of Expiration: 01/01/2013; 12:01 A.M. Local Time at the mailing address of the Named Insured.

NOTICE OF NONRENEWAL FOR COLLISION AND COMPREHENSIVE COVERAGE

The reason for nonrenewal is because our ability to offer renewal terms depends upon a review of relevant information about your company. We do not currently have the necessary information that we need to evaluate your account and to complete our renewal underwriting. We anticipate that you and your agent will forward this material to us as soon as it becomes available. Provided that we receive complete underwriting information, we may offer you terms and conditions for a new policy.

We value your business and will strive to remain responsive to your needs should we receive the necessary underwriting information and at such time we may discuss renewal with you, your agent or broker and potentially offer new policies if appropriate. In this regard, we are obligated to advise you that neither the evaluation of any information received to date nor any request for or receipt of additional information will obligate us to offer any renewal coverage.

Accordingly, this notice serves as notice of non-renewal per statutory requirements. Again, it has been a pleasure doing business with you and we hope to have the opportunity to assist you again with your insurance needs. We are providing a copy of this Notice to your agent or broker. If you have any questions regarding this Notice, please contact your agent or broker.

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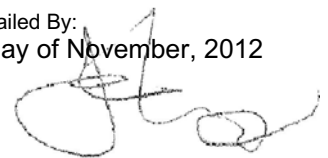
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Named Insured

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Date Mailed By:
13th day of November, 2012



FRED MARRA

IRONSHORE INDEMNITY INC.
ONE STATE STREET PLAZA
NEW YORK NY 10004

NOTICE OF NONRENEWAL OF INSURANCE

Named Insured & Mailing Address:

AUTO TEST
111 LIBERTY ST
JACKSONVILLE MA 11111

Producer: 100

ARC EXCESS & SURPLUS, LLC
(GARDEN CITY)
1122 FRANKLIN AVENUE
3RD FLOOR
GARDEN CITY NY 11530

Policy No.: AUTO TEST MA
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE
Date of Expiration: 01/01/2013; 12:01 A.M. Local Time at the mailing address of the Named Insured.

NOTICE OF NONRENEWAL FOR COLLISION AND COMPREHENSIVE COVERAGE

The reason for nonrenewal is because our ability to offer renewal terms depends upon a review of relevant information about your company. We do not currently have the necessary information that we need to evaluate your account and to complete our renewal underwriting. We anticipate that you and your agent will forward this material to us as soon as it becomes available. Provided that we receive complete underwriting information, we may offer you terms and conditions for a new policy.

We value your business and will strive to remain responsive to your needs should we receive the necessary underwriting information and at such time we may discuss renewal with you, your agent or broker and potentially offer new policies if appropriate. In this regard, we are obligated to advise you that neither the evaluation of any information received to date nor any request for or receipt of additional information will obligate us to offer any renewal coverage.

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WE ARE NOTIFYING YOU THAT WE WILL NOT RENEW YOUR COVERAGE(S) OF:

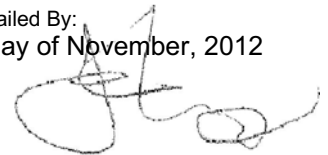
Coverage is being terminated on the vehicle(s) described here: VIN #, Vehicle Desc

If you purchase a new policy, your new insurance company must offer to sell you optional insurance coverages. Companies may refuse Collision and Comprehensive coverages under certain circumstances. All optional coverages are subject to certain deductibles and limits specified in Massachusetts law.

Producer

ARC EXCESS & SURPLUS, LLC
(GARDEN CITY)
1122 FRANKLIN AVENUE
3RD FLOOR
GARDEN CITY NY 11530

Date Mailed By:
13th day of November, 2012



FRED MARRA

Depth in Leadership. Trusted Partnership.SM



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

(877) IRON411

Concours Classic Rate Manual

Massachusetts

**Concours Classic Program
Massachusetts**

LIABILITY RATE PAGES

ANTIQUÉ AUTOMOBILE STATEWIDE ANNUAL PREMIUM PER VEHICLE

All policies are subject to a minimum premium of \$100.

1. Bodily Injury Liability

	Total Premium	
<u>A. Split Limit BI</u>	<u>1 Car</u>	<u>2+ Cars</u>
\$20/40	11	17

2. Optional Bodily Injury to Others*

	Additional Premium Per Policy	
<u>A. Split Limit</u>	<u>1 Car</u>	<u>2+ Cars</u>
Limit		
\$20/40	2	3
35/80	3	5
50/100	5	8
100/300	11	17
300/300	17	26
250/500	20	30
500/500	40	60
500/1,000	50	75

*If a collector motorcycle is written under the policy, Guest Occupant Liability coverage is provided at the same limit as Part 5 Optional Bodily Injury, up to 35/80.

**Concours Classic Program
Massachusetts**

3. Damage to Someone Else's Property

	Total Premium	
<u>Limit</u>	<u>1 Car</u>	<u>2+ Cars</u>
\$5,000	1	2
\$12,000	2	4
\$25,000	3	5
\$50,000	6	9
\$100,000	10	15

4. Medical Payments

	Total Premium	
<u>Limit Each Person</u>	<u>1 Car</u>	<u>2+ Cars</u>
\$500*	1	2
\$5,000**	3	5
\$10,000	7	11

*\$500 limit applies to motorcycles only.

**Maximum limit available for motorcycles; minimum limit available for autos.

5. Personal Injury Protection

	Total Premium	
	<u>1 Car</u>	<u>2+ Cars</u>
\$8,000	6	8

Personal Injury Protection Deductible Options

<u>Deductible Amount</u>	<u>Discount Factor</u>
\$100	0.92
\$250	0.85
\$500	0.80
\$1,000	0.72
\$2,000	0.64
\$4,000	0.50
\$8,000	0.17

**Concours Classic Program
Massachusetts**

6. Increased BI caused by an Uninsured Auto & BI caused by an Underinsured Auto

Increased BI caused by an Uninsured Auto	Total Premium	
A. Split Limit Bodily Injury	<u>1 Car</u>	<u>2+ Cars</u>
\$20/40	5	8
35/80	7	11
50/100	9	14
100/300	14	21
300/300	18	28
250/500	21	32
500/500	25	38
500/1,000	32	49

BI caused by an Underinsured Auto	Total Premium	
A. Split Limit Bodily Injury	<u>1 Car</u>	<u>2+ Cars</u>
\$20/40	2	3
35/80	3	5
50/100	4	6
100/300	9	14
300/300	13	20
250/500	15	23
500/500	20	30
500/1,000	27	41

7. Years Licensed Rate Adjustment Factor

The factor is assigned based on the number of years licensed, up to less than 13 years:

Years Licensed	Rating Factor Applied
10 - 13 years	1.50
5 - 9 years	2.00
0-4 years	2.50

OTHER THAN ANTIQUE AUTOMOBILE STATEWIDE LIABILITY ANNUAL PREMIUM PER VEHICLE

All policies are subject to a minimum premium of \$100.

The rates for Other than Antique Automobiles liability premiums are equal to the Antique Automobile liability premiums multiplied by a factor of 7.50.

**Concours Classic Program
Massachusetts**

PHYSICAL DAMAGE RATE PAGES

Loss or Damage to Your Covered Auto

1. Annual Base Rates per \$100 of Agreed Value by Coverage, Vehicle Type and Number of Vehicles per policy and a base deductible of \$500.

Notes: Modified autos that are replicas will be rated based upon the replica year rather than the year of manufacture/build; any collector vehicle type not listed will be rated as an "Auto".

Auto· Comprehensive

Model Year/Modified Group	1 Veh	2Vehs	3-5 Vehs	6-10 Vehs	11+ Vehs
Modified <= 1945	\$0.36	\$0.31	\$0.29	\$0.27	\$0.25
Modified 1946-1959	\$0.48	\$0.41	\$0.38	\$0.36	\$0.33
Modified 1960-1973	\$0.61	\$0.53	\$0.49	\$0.46	\$0.43
Modified 1974-1977	\$0.68	\$0.58	\$0.54	\$0.51	\$0.48
Modified 1978-1986	\$0.82	\$0.70	\$0.65	\$0.61	\$0.57
Modified 1987and newer	\$1.02	\$0.88	\$0.82	\$0.76	\$0.71
Stock <= 1945	\$0.31	\$0.26	\$0.24	\$0.23	\$0.21
Stock 1946-1959	\$0.32	\$0.28	\$0.26	\$0.24	\$0.23
Stock 1960-1968	\$0.34	\$0.29	\$0.27	\$0.25	\$0.24
Stock 1969-1973	\$0.36	\$0.31	\$0.29	\$0.27	\$0.25
Stock 1974-1977	\$0.37	\$0.32	\$0.30	\$0.28	\$0.26
Stock 1978-1986	\$0.39	\$0.34	\$0.31	\$0.29	\$0.27
Stock 1987 and newer	\$1.02	\$0.88	\$0.82	\$0.76	\$0.71

Auto – Collision*

Model Year/Modified Group	1 Veh	2 Vehs	3-5 Vehs	6-10 Vehs	11+ Vehs
Modified <= 1977	\$0.63	\$0.51	\$0.49	\$0.47	\$0.44
Modified 1978-1986	\$0.77	\$0.62	\$0.59	\$0.58	\$0.54
Modified 1987 and newer	\$1.23	\$0.98	\$0.95	\$0.92	\$0.86
Stock <= 1945	\$0.32	\$0.25	\$0.24	\$0.24	\$0.22
Stock 1946-1959	\$0.33	\$0.27	\$0.26	\$0.25	\$0.23
Stock 1960-1968	\$0.35	\$0.28	\$0.27	\$0.26	\$0.25
Stock 1969-1973	\$0.37	\$0.30	\$0.28	\$0.28	\$0.26
Stock 1974-1977	\$0.39	\$0.31	\$0.30	\$0.29	\$0.27
Stock 1978-1986	\$0.40	\$0.32	\$0.31	\$0.30	\$0.28
Stock 1987 and newer	\$1.23	\$0.98	\$0.95	\$0.92	\$0.86

* An additional rate factor will be applied to Collision for any vehicle with an engine horsepower of 650 or more.

**Concours Classic Program
Massachusetts**

Motorcycle - Comprehensive

Model Year/Modified Group	1 Veh	2 Vehs	3-5 Vehs	6-10 Vehs	11+ Vehs
Modified <= 1945	\$0.29	\$0.25	\$0.23	\$0.21	\$0.20
Modified 1946-1959	\$0.38	\$0.33	\$0.30	\$0.29	\$0.27
Modified 1960-1978	\$0.49	\$0.42	\$0.39	\$0.37	\$0.34
Modified 1974-1977	\$0.54	\$0.47	\$0.43	\$0.41	\$0.38
Modified 1978-1986	\$0.65	\$0.56	\$0.52	\$0.49	\$0.46
Modified 1987 and newer	\$0.82	\$0.70	\$0.65	\$0.61	\$0.57
Modified	\$0.82	\$0.70	\$0.65	\$0.61	\$0.57
Stock <= 1945	\$0.24	\$0.21	\$0.20	\$0.18	\$0.17
Stock 1946-1959	\$0.26	\$0.22	\$0.21	\$0.19	\$0.18
Stock 1960-1968	\$0.27	\$0.23	\$0.22	\$0.20	\$0.19
Stock 1969-1973	\$0.29	\$0.25	\$0.23	\$0.21	\$0.20
Stock 1974-1977	\$0.30	\$0.26	\$0.24	\$0.22	\$0.21
Stock 1978-1986	\$0.31	\$0.27	\$0.25	\$0.23	\$0.22
Stock 1987 and newer	\$0.82	\$0.70	\$0.65	\$0.61	\$0.57

Motorcycle - Collision*

ModelYear/Modified Group	1 Veh	2 Vehs	3-5 Vehs	6-10 Vehs	11+ Vehs
Modified <= 1977	\$0.92	\$0.73	\$0.71	\$0.69	\$0.64
Modified 1978-1986	\$1.12	\$0.90	\$0.86	\$0.84	\$0.78
Modified 1987 and newer	\$1.78	\$1.43	\$1.37	\$1.34	\$1.25
Stock <= 1945	\$0.46	\$0.37	\$0.35	\$0.34	\$0.32
Stock 1946-1959	\$0.48	\$0.39	\$0.37	\$0.36	\$0.34
Stock 1960-1968	\$0.51	\$0.41	\$0.39	\$0.38	\$0.36
Stock 1969-1973	\$0.53	\$0.43	\$0.41	\$0.40	\$0.37
Stock 1974-1977	\$0.56	\$0.45	\$0.43	\$0.42	\$0.39
Stock 1978-1986	\$0.59	\$0.47	\$0.45	\$0.44	\$0.41
Stock 1987 and newer	\$1.78	\$1.43	\$1.37	\$1.34	\$1.25

* An additional rate factor will be applied to Collision for any vehicle with an engine horsepower of 650 or more.

**Concours Classic Program
Massachusetts**

2. a. Vehicle Deductible Factors

Determine any applicable coverage deductible factor based upon vehicle type (-) indicates deductible option is not available.

DEDUCTIBLE GROUP 1 - Comprehensive and Collision

Group 1 includes:

Deductible	Stock vehicles 1986 and prior
\$0	1.028
\$300	1.00
\$500	0.9355
\$750	-
\$1,000	0.8268
\$1,500	0.7782
\$2,500	0.7296
\$5,000	0.6809
\$10,000	0.6323
\$20,000	0.6809
\$50,000	0.5837
\$100,000	0.4864

DEDUCTIBLE GROUP 2 - Comprehensive and Collision

Group 2 includes:

Deductible	Modified vehicle 1986 and prior, excluding trailers
\$0	1.0333
\$300	1.00
\$500	0.93
\$750	-
\$1,000	0.8129
\$1,500	0.8033
\$2,500	0.7452
\$5,000	0.6774
\$10,000	0.6291
\$20,000	0.6774
\$50,000	0.5807
\$100,000	0.4839

**Concours Classic Program
Massachusetts**

DEDUCTIBLE GROUP 3 - Comprehensive

Group 3 includes:

Deductible	All vehicles 1987 and newer excluding trailers
\$0	1.023
\$300	1.0
\$500	0.95
\$750	-
\$1,000	0.85
\$1,500	0.84
\$2,500	0.765
\$5,000	0.7225
\$10,000	0.68
\$20,000	0.595
\$50,000	0.51
\$100,000	0.425

DEDUCTIBLE GROUP 3 - Collision

Group 3 includes:

Deductible	All vehicles 1987 and newer excluding trailers
\$0	1.023
\$300	1.0
\$500	0.87
\$750	-
\$1,000	0.7826
\$1,500	0.76
\$2,500	0.7043
\$5,000	0.6652
\$10,000	0.6261
\$20,000	0.5478
\$50,000	0.4696
\$100,000	0.3913

**Concours Classic Program
Massachusetts**

2. b. Limited Collision Coverage

For limited collision coverage, apply the following factor to the vehicle's applicable Deductible Group Collision factor:

<u>Vehicle model year 1987 and Newer/Limited Collision</u> \$0, 300, 500, 1000 deductibles only	Factor 0.80
<u>Vehicle model year 1986 and Older/Limited Collision</u> \$0, 300, 500, 1000 deductibles only	Factor 0.93

These are the only deductibles available for this coverage

3. a. Storage/Garaging Factors

Select the applicable Comprehensive factor for each vehicle based upon its type:

Garage/Barn/Pole Building - Private	1.00
Carport (Roof and 3 sides)	1.40
Driveway; Carport (Roof and 2 sides)	1.70
Parking Garage	1.40
Parking Lot - Private	1.80
Rental Storage Unit	1.50
Other - Secure Enclosure	1.40
Other - Unsecured	2.00

b. Years Licensed Rate Adjustment Factor

The factor is assigned based on the number of years licensed:

Years Licensed	Rating Factor Applied
10-13 years	1.50
5-9 years	2.00
0-4 years	2.50

c. Collision High Horsepower Rate Factor: 1.3.

**Concours Classic Program
Massachusetts**

4. Individual Risk Premium Modification Plan (IRPM)

a. Security - Type of Alarm (A maximum credit of 10% is available.)

- CENTRAL STATION FIRE & BURGLAR ALARM - **10% credit.**
- LOCAL FIRE PROTECTION & BURGLAR ALARMS - **2% credit.**
- AUTOMATIC SPRINKLERS - **10% credit.**
- WATCHDOG OR WATCHMAN ON PREMISES - **2% credit.**
- PADLOCK OR DEADBOLT - **2% credit.**

b. Type of Storage Structure

- FIRE RESISTIVE - **10% credit.**
- MODIFIED FIRE RESISTIVE - **8% credit.**
- MASONRY NON-COMBUSTIBLE - **6% credit.**
- NON-COMBUSTIBLE - **4% credit.**
- JOISTED MASONRY - **2% credit.**
- FRAME - **No credit available.**

c. Note: The maximum credit allowed for the risk characteristics of A and B combined is **25%**.

5. Experience Rating Plan

Loss Ratio @ past 3 years	Credit applied
0-15%	20%
16-30%	10%

6. RESERVED FOR FUTURE USE

7. RESERVED FOR FUTURE USE

8. RESERVED FOR FUTURE USE

9. RESERVED FOR FUTURE USE

10. RESERVED FOR FUTURE USE

11. RESERVED FOR FUTURE USE

12. Increased Limit – Spare Parts

Rate per \$100: \$0.35

13. RESERVED FOR FUTURE USE

14. Traveling Collector Endorsement

Premium per policy: \$25

15. RESERVED FOR FUTURE USE

Depth in Leadership. Trusted Partnership.SM



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

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New York, NY 10008

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Concours Classic Rule Manual

Massachusetts

TABLE OF CONTENTS

	PAGE
RULE 1. DEFINITIONS	3
RULE 2. ELIGIBILITY	3
RULE 3. COVERAGES AND LIMITS	4
RULE 4. POLICY PERIOD	7
RULE 5. CHANGES.....	7
RULE 6. PREMIUM DETERMINATION	7
RULE 7. WHOLE DOLLAR PREMIUM	8
RULE 8. CANCELLATIONS AND NONRENEWALS.....	8
RULE 9. MINIMUM PREMIUM	10
RULE 10. SUSPENSION	10
RULE 11. SURCHARGES AND DISCOUNTS.....	10
RULE 12. PRE-INSURANCE INSPECTION PROGRAM.....	12
RULE 13. CREDIT CARD PAYMENTS	13

RULE 1. DEFINITIONS

- A.** Antique vehicle means a motor vehicle 25 years or more of age that:
1. Is maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection, and
 2. Is used only infrequently for other purposes.
- B.** Classic vehicle means a motor vehicle of unique or rare design and of limited production that is an object of curiosity and:
1. Is maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection, and
 2. Is used only infrequently for other purposes; and
 3. Is at least 15 years old.
- C.** A Special Interest vehicle means a motor vehicle of unique or rare design which has collector value because of its limited production, specific make, model and year of manufacture, and exceptional physical condition, and:
1. Is used for car club activities, exhibitions, parades, other functions of public interest or for a private collection;
 2. Is used only infrequently for other purposes; and
 3. Is not more than 15 years old.
- D.** For purposes of the above definitions, an antique, classic, or special interest collector vehicle may also include a collector motorcycle, meaning: a two or three-wheeled vehicle of the motorbike, motorcycle, moped or motor scooter type designed for travel on public roads, and any sidecar designed for use with the same collector vehicle.

RULE 2. ELIGIBILITY

- A.** Coverage may be afforded to vehicles defined in Rule 1 if:
1. They are written on an agreed amount basis, and
 2. They are owned by an individual, or by a husband and wife who reside in the same household.
- B.** The following conditions or limitations apply:
1. The insured must have other means of daily transportation which is not insured in our Concours Classic Automobile program.
 2. Vehicles must be used primarily for auto club activities, exhibits, parades, or a private collection.
 3. Vehicles may be used occasionally for other purposes such as weekend or so-called "Sunday-driving". Occasional use does not mean regular usage such as daily driving to and from work or school; or every day shopping; or any commercial use.
 4. Auto club activities, exhibit and functions do not include: racing, rallies or any other type of speed or timed event.
 5. All operators of the insured automobiles must be listed on the Coverage Selections Page of the Policy. An operator is a person who has an operator's license, but does not include a person who has only a learner's permit.

RULE 3. COVERAGES AND LIMITS

The types of coverages available in the Ironshore Indemnity Inc. Concours Classic Auto Policy are:

Compulsory Insurance Coverages

Part 1 - Bodily Injury To Others

The basic limits are \$20,000 each person and \$40,000 each accident.

Part 2 - Personal Injury Protection

The basic limit is \$8,000 for each person.

Personal Injury Protection has a \$0 deductible. Optional deductibles are available for a reduction in PIP premium. See Rate pages for discount factors.

Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law.

Part 3 - Bodily Injury Caused By An Uninsured Auto

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5. This coverage is excess over Personal Injury Protection.

Part 4 - Damage To Someone Else's Property

The basic limit is \$5,000 each accident. Increased limits are available.

Optional Insurance Coverages*

Part 5 - Optional Bodily Injury To Others

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available.

Part 6 - Medical Payments

The basic limit is \$5,000 each person, with a limit of \$10,000 per person available for automobiles. The basic limit for Motorcycles is \$500 each person. A limit of \$5,000 each person for Motorcycles is also available. This coverage is excess over Personal Injury Protection.

Part 7 - Collision

This coverage is subject to a basic deductible of \$500. Optional deductibles are available subject to underwriting requirements established by the insurer, as permitted by law. Limited waiver of deductible is included in the base policy. This coverage is written on an agreed amount basis.

Part 8 - Limited Collision

This coverage is subject to a basic deductible of \$500. Other deductibles or full coverage are available at the option of the insured. This coverage is written on a guaranteed value basis.

Part 9 - Comprehensive

This coverage is required for the Antique and Classic Program, subject to a basic deductible of \$500. Optional deductibles lower or higher are available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. A separate \$100 glass deductible is also available at the option of the insured. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an agreed amount basis.

Part 10 - Substitute Transportation

This coverage is available under the Traveling Collector Endorsement PCA.END.02.12 MA.

Part 11 - Towing and Labor

This coverage is not available under this program.

Part 12 - Bodily Injury Caused By an Underinsured Auto

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5. This coverage is excess over Personal Injury Protection.

*Comprehensive Coverage is a required coverage under the Concours Classic Automobile Program.

Optional Limits or Endorsements:

A. Additional Insured

Liability coverage is afforded for a person or entity held legally responsible for the acts or omissions of an insured while using his classic auto.

Attach endorsement PCA.END.02.01 Additional Insured - MA.

B. Additional Insured - Lessor

Coverage may be endorsed to apply:

1. Bodily Injury to Others (Part 1),
2. Personal Injury Protection (Part 2),
3. Bodily Injury Caused by an Uninsured Auto (Part 3) up to the Compulsory Limits,
4. Damage to Someone Else's Property (Part 4) up to the Compulsory Limit, for the leased auto shown in the Coverage Selections Page to any person or entity and to that person's agents or employees.

Any coverage provided for:

1. Amounts over the compulsory limit for Damage to Someone Else's Property (Part 4),
2. Optional Bodily Injury to Others (Part 5),

for a leased auto may also be applied to the person or entity leasing an auto to the insured, and to that person's or entity's agents or employees, only while the leased auto is being used by the insured or on the insured's behalf.

Attach endorsement PCA.END.02.15 MA Additional Insured - Lessor - MA

C. Named Driver Exclusion

Excludes coverage to the vehicle(s) while driven by the driver named on the endorsement. This endorsement will be used to write a risk that would otherwise be declined due to an operator in the household.

1. The named driver exclusion endorsement:
 - a. Shall be signed by the named insured and the named excluded driver;
 - b. Shall remain in effect:
 - (i) For the term of the policy; and
 - (ii) For each renewal, reinstatement, substitute, modified, replacement or amended policy; unless discontinued by the insurer.
2. If a named driver exclusion endorsement is attached to the policy:
 - a. The premiums charged for the policy shall not reflect the claim experience or driving record of the named excluded driver.
 - b. The named excluded driver shall not be listed as an operator of any auto covered under the policy.
3. If a loss payee is shown in the policy, the loss payee may be sent a notice indicating that the policy contains a named driver exclusion.

Attach endorsement PCA.END.02.10 MA Named Driver Exclusion - MA

D. Collector Motorcycle

If a collector motorcycle is written under the policy attach the collector motorcycle endorsement. The maximum limit for motorcycle guest occupant liability will be the mandatory offer limit for Part 5, Optional Bodily Injury to Others (currently 35/80) and will be provided as a separate limit stated on the coverage selections page. Increased limits are not available.

This endorsement also provides additional coverage for motorcycle safety apparel and newly acquired motorcycles.

Attach PCA.END.02.06 MA Collector Motorcycle Endorsement – MA

E. Traveling Collector Endorsement

Coverage may be added under this endorsement for:

A. Direct and accidental loss to:

- 1) Automotive Tools used for any covered auto up to \$750, subject to a deductible of \$25.
- 2) Personal Effects up to \$250, subject to a deductible of \$25. Personal Effects includes items usually carried by tourists and travelers, which the named insured owns and uses or wears, while temporarily located in the vehicle, except as limited in the endorsement.
- 3) Spare Parts. The limit shown in the Declarations for spare parts is increased by \$750.

B. Loss of Use and Trip Interruption Expenses

Up to a maximum limit of \$1500 for reasonable:

- 1) Temporary expenses incurred for substitute transportation, lodging and meals in the event of direct and accidental loss to the covered auto caused by collision or other than collision;
- 2) Expenses of up to \$20 per day, or the amount for which the insured becomes legally responsible, for damage or loss of use to a temporary replacement auto;
- 3) Unrecoverable, pre-paid expenses for the insured's attendance at collector vehicle events.

No deductible applies to this coverage.

Premium: \$25 per policy.

Attach PCA.END.02.12 MA Traveling Collector Endorsement - Massachusetts

RULE 4. POLICY PERIOD

A policy may only be written for a period of one year.

RULE 5. CHANGES

- A.** All changes requiring premium adjustments shall be computed pro rata.
- B.** If a vehicle, or a form of coverage that was cancelled from a policy at the request of the insured is reinstated within 30 days, the premium shall be the same as the amount, if any, that was returned at the time of cancellation.
- C.** If a form of coverage, or an additional vehicle is added during the term of a policy, and the additional insurance is written to expire concurrently with the original insurance, the additional premium, if any, for such insurance shall be computed on a pro-rata basis at the rates in effect on the effective date of the addition.
- D.** All other changes shall be computed on a pro-rata basis at the rates in effect at the inception of the current term of the policy. For cancellation of a policy, or vehicle, see Rule 8.
- E.** Adjustments of \$5 or less:
 - 1. If an outstanding policy is amended and results in a premium adjustment of less than \$5, such adjustment may be waived, or it may be made subject to a minimum adjustment of \$5 except that the actual return premium of less than \$5 shall be allowed at the request of the insured.
 - 2. A minimum premium of \$5 shall apply if an additional premium results because a coverage is added, or the limits of liability are increased, or a deductible is reduced, at the request of the insured during the policy period.
 - 3. If a return premium of less than \$5 results because a coverage is cancelled, or limits of liability are reduced, or a deductible is increased, at the request of the insured, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.
 - 4. If the limits of liability are increased because of a change in the limits prescribed under any financial responsibility law, the additional premium charge shall be the actual difference in premium charges; if less than \$5, it may be charged or waived.

RULE 6. PREMIUM DETERMINATION

- A.** Refer to the Liability Rate Pages to determine the rate for Split Limit Liability for the limit of liability selected and number of motor vehicles to be insured.
- B.** Refer to the Liability Rate Pages to determine the rate for Medical Payments depending on the number of motor vehicles to be insured.
- C.** Refer to the Liability Rate Pages to determine the rate for Personal Injury Protection (PIP) depending on the number of motor vehicles to be insured.
- D.** Refer to the Liability Rate Pages to determine the rate for Uninsured and/or Underinsured Motorists Coverage depending on the limit of liability selected and the number of motor vehicles to be insured.
- E.** Refer to the Physical Damage Rate Pages to determine the rate for Agreed Value Comprehensive and Collision (Physical Damage) coverages. Multiply the rate from the Physical Damage Rate Pages by the amount of coverage desired (expressed in hundreds of dollars) to determine the premium. For Limited Collision, apply the factor shown in the rate pages to the applicable group deductible collision factor.
- F.** Refer to the Liability Rate Pages or the Physical Damage Rate Pages to determine the cost of any additional state specific fees or coverages.
- G.** Refer to the Rate Pages to determine any factors including discounts/surcharges applicable to the individual coverages above.

RULE 7. WHOLE DOLLAR PREMIUM

- A. The premium for each vehicle shall be rounded to the nearest whole dollar, separately for each coverage provided by the policy after application of all applicable surcharges.
- B. A premium involving \$0.50 or more shall be rounded to the next higher whole dollar.
- C. This procedure shall apply to all interim premium adjustments, including endorsements or cancellations.
- D. In the case of cancellation by the company, the return premium may be carried to the next higher whole dollar.

RULE 8. CANCELLATIONS AND NONRENEWALS

A. Cancellations

The following provisions apply when a policy is cancelled:

1. Notice of cancellation must be given in a timely manner as required by Massachusetts law and shall include the specific reasons for cancellation.
2. The company must electronically notify the Registry of Motor Vehicles immediately upon the intended effective date of cancellation. If a policy is reinstated after issuing a notice of cancellation, the company must notify the Registrar of that fact.
3. If a policy is cancelled, the return premium shall be computed pro rata.
4. Instructions For Use of Pro Rata Rate Table
 - a. Express the date of cancellation by year and decimal part of a year by combining the calendar year with the decimal appearing opposite the month and day in the Pro Rata Table, e.g., March 7, 2010, is designated as 2010.181.
 - b. In like manner express the effective date of the policy by year and decimal part of a year and subtract from the cancellation date.
 - c. The difference, in the case of one year policies, represents the percentage of the annual premium which is to be retained by the carrier.

Examples:

Cancellation date September 22, 2010	2010.726
Effective date July 6, 2010	<u>2010.512</u>
	.214

Earned premium for one year policy term will therefore be .214 times the annual premium.

Cancellation date March 7, 2010	2010.181
	<u>2009.956</u>
	.225

Earned premium for one year policy term will therefore be .225 times the annual premium.

NOTE: As it is not customary to charge for the extra day (February 29) which occurs one year in every four years, this table shall also be used for each such year.

PRO RATA TABLE

January			February			March			April			May			June		
Day Of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	.003	1	32	.088	1	60	.164	1	91	.249	1	121	.332	1	152	.416
2	2	.005	2	33	.090	2	61	.167	2	92	.252	2	122	.334	2	153	.419
3	3	.008	3	34	.093	3	62	.170	3	93	.255	3	123	.337	3	154	.422
4	4	.011	4	35	.096	4	63	.173	4	94	.258	4	124	.340	4	155	.425
5	5	.014	5	36	.099	5	64	.175	5	95	.260	5	125	.342	5	156	.427
6	6	.016	6	37	.101	6	65	.178	6	96	.263	6	126	.345	6	157	.430
7	7	.019	7	38	.104	7	66	.181	7	97	.266	7	127	.348	7	158	.433
8	8	.022	8	39	.107	8	67	.184	8	98	.268	8	128	.351	8	159	.436
9	9	.025	9	40	.110	9	68	.186	9	99	.271	9	129	.353	9	160	.438
10	10	.027	10	41	.112	10	69	.189	10	100	.274	10	130	.356	10	161	.441
11	11	.030	11	42	.115	11	70	.192	11	101	.277	11	131	.359	11	162	.444
12	12	.033	12	43	.118	12	71	.195	12	102	.279	12	132	.362	12	163	.447
13	13	.036	13	44	.121	13	72	.197	13	103	.282	13	133	.364	13	164	.449
14	14	.038	14	45	.123	14	73	.200	14	104	.285	14	134	.367	14	165	.452
15	15	.041	15	46	.126	15	74	.203	15	105	.288	15	135	.370	15	166	.455
16	16	.044	16	47	.129	16	75	.205	16	106	.290	16	136	.373	16	167	.458
17	17	.047	17	48	.132	17	76	.208	17	107	.293	17	137	.375	17	168	.460
18	18	.049	18	49	.134	18	77	.211	18	108	.296	18	138	.378	18	169	.463
19	19	.052	19	50	.137	19	78	.214	19	109	.299	19	139	.381	19	170	.466
20	20	.055	20	51	.140	20	79	.216	20	110	.301	20	140	.384	20	171	.468
21	21	.058	21	52	.142	21	80	.219	21	111	.304	21	141	.386	21	172	.471
22	22	.060	22	53	.145	22	81	.222	22	112	.307	22	142	.389	22	173	.474
23	23	.063	23	54	.148	23	82	.225	23	113	.310	23	143	.392	23	174	.477
24	24	.066	24	55	.151	24	83	.227	24	114	.312	24	144	.395	24	175	.479
25	25	.068	25	56	.153	25	84	.230	25	115	.315	25	145	.397	25	176	.482
26	26	.071	26	57	.156	26	85	.233	26	116	.318	26	146	.400	26	177	.485
27	27	.074	27	58	.159	27	86	.236	27	117	.321	27	147	.403	27	178	.488
28	28	.077	28	59	.162	28	87	.238	28	118	.323	28	148	.405	28	179	.490
29	29	.079				29	88	.241	29	119	.326	29	149	.408	29	180	.493
30	30	.082				30	89	.244	30	120	.329	30	150	.411	30	181	.496
31	31	.085				31	90	.247				31	151	.414			
July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	.499	1	213	.584	1	244	.668	1	274	.751	1	305	.836	1	335	.918
2	183	.501	2	214	.586	2	245	.671	2	275	.753	2	306	.838	2	336	.921
3	184	.504	3	215	.589	3	246	.674	3	276	.756	3	307	.841	3	337	.923
4	185	.507	4	216	.592	4	247	.677	4	277	.759	4	308	.844	4	338	.926
5	186	.510	5	217	.595	5	248	.679	5	278	.762	5	309	.847	5	339	.929
6	187	.512	6	218	.597	6	249	.682	6	279	.764	6	310	.849	6	340	.932
7	188	.515	7	219	.600	7	250	.685	7	280	.767	7	311	.852	7	341	.934
8	189	.518	8	220	.603	8	251	.688	8	281	.770	8	312	.855	8	342	.937
9	190	.521	9	221	.605	9	252	.690	9	282	.773	9	313	.858	9	343	.940
10	191	.523	10	222	.608	10	253	.693	10	283	.775	10	314	.860	10	344	.942
11	192	.526	11	223	.611	11	254	.696	11	284	.778	11	315	.863	11	345	.945
12	193	.529	12	224	.614	12	255	.699	12	285	.781	12	316	.866	12	346	.948
13	194	.532	13	225	.616	13	256	.701	13	286	.784	13	317	.868	13	347	.951
14	195	.534	14	226	.619	14	257	.704	14	287	.786	14	318	.871	14	348	.953
15	196	.537	15	227	.622	15	258	.707	15	288	.789	15	319	.874	15	349	.956
16	197	.540	16	228	.625	16	259	.710	16	289	.792	16	320	.877	16	350	.959
17	198	.542	17	229	.627	17	260	.712	17	290	.795	17	321	.879	17	351	.962
18	199	.545	18	230	.630	18	261	.715	18	291	.797	18	322	.882	18	352	.964
19	200	.548	19	231	.633	19	262	.718	19	292	.800	19	323	.885	19	353	.967
20	201	.551	20	232	.636	20	263	.721	20	293	.803	20	324	.888	20	354	.970
21	202	.553	21	233	.638	21	264	.723	21	294	.805	21	325	.890	21	355	.973
22	203	.556	22	234	.641	22	265	.726	22	295	.808	22	326	.893	22	356	.975
23	204	.559	23	235	.644	23	266	.729	23	296	.811	23	327	.896	23	357	.978
24	205	.562	24	236	.647	24	267	.732	24	297	.814	24	328	.899	24	358	.981
25	206	.564	25	237	.649	25	268	.734	25	298	.816	25	329	.901	25	359	.984
26	207	.567	26	238	.652	26	269	.737	26	299	.819	26	330	.904	26	360	.986
27	208	.570	27	239	.655	27	270	.740	27	300	.822	27	331	.907	27	361	.989
28	209	.573	28	240	.658	28	271	.742	28	301	.825	28	332	.910	28	362	.992
29	210	.575	29	241	.660	29	272	.745	29	302	.827	29	333	.912	29	363	.995
30	211	.578	30	242	.663	30	273	.748	30	303	.830	30	334	.915	30	364	.997
31	212	.581	31	243	.666				31	304	.833				31	365	1.0

B. Non-Renewal

1. No company shall refuse to renew a policy unless written notice is given by the company to the insured at least forty-five days prior to the expiration of the policy. The notice shall be on a standard form prescribed by the Commissioner of Insurance.
2. A notice required to be sent by the company to the insured may be by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. Unless another company has replaced the insurance, the notice should be electronically transmitted to the Registry of Motor Vehicles not earlier than the policy expiration date. If the insurance and registration are coterminous, it will not be necessary to notify the Registry of Motor Vehicles.

RULE 9. MINIMUM PREMIUM

The minimum annual premium charge for all coverages combined shall be \$100.00.

RULE 10. SUSPENSION

- A.** Under any policy providing only Comprehensive and Collision coverages, Collision may be suspended.
- B.** Liability coverages may not be suspended for risks for which a financial responsibility filing is in effect, nor may liability be suspended for any vehicle with an active registration.
- C.** Coverage will not be removed every year due to winter storage.

RULE 11. SURCHARGES AND DISCOUNTS

A. ANTI-THEFT DEVICE

Vehicles Equipped With Anti-Theft Devices

These discounts apply to Comprehensive Coverage only. To qualify, the vehicle must meet the criteria of section a., b., or c. below. If a vehicle is equipped with more than one qualifying device, only the single highest discount shall apply. Refer to company for required evidence of installation of anti-theft devices meeting the following criteria prior to granting a discount.

1. Alarm ONLY or Active Disabling Devices

A 5% discount on Comprehensive Coverage shall be afforded on all vehicles equipped with a hood lock which can be released only from inside the vehicle, and

- a. Alarm only devices which sound an audible alarm that can be heard at a distance of a least 300 feet for a minimum of three minutes, or
- b. Active disabling devices which disable the vehicle by making the fuel, ignition or starting system inoperative. A disabling device is categorized as active if a separate manual step is required to engage the device.

2. Passive Disabling Devices

A 15% discount on Comprehensive Coverage shall be afforded on vehicles equipped with a hood lock which can be released only from inside the vehicle and passive disabling devices which disable the vehicle by making the fuel, ignition or starting system inoperative. A disabling device is categorized as passive if a separate manual step is NOT required to engage the device.

3. Homing Device Credit: A 10% credit is available to the vehicle's comprehensive premium if the vehicle is installed with the following system.

The device must meet the following requirements:

- a. The device or system is designed to transmit a pulse or signal by which the location of the vehicle in which the device or system is installed may be tracked by those receiving the signal;
- b. The device or system is activated or initiated when a vehicle is stolen or reported stolen to police;
- c. The pulse or signal either must be transmittable to local and/or state police agencies or to a private central monitoring station which shall have direct communication with the local and/or state police agencies for the purpose of reporting, tracking and monitoring the vehicle; and
- d. The device or system shall be designed so that information concerning the vehicle's location may be provided to the proper authorities and/or the vehicle's owner or insurer for the purpose of recovering the vehicle.

Refer to Company for required evidence of installation of anti-theft devices prior to granting a discount.

B. INDIVIDUAL RISK PREMIUM MODIFICATION PLAN (IRPM)

In order for an exposure to qualify for application of IRPM credits, the risk must include a collection of 6 or more vehicles valued at a minimum of \$250,000, or a single vehicle valued at \$500,000 or more.

The IRPM rating plan credit shall only be applied to the Other than Collision and Collision premium. The total maximum credit allowed under this plan is 25%. Credits are available for the following risk variations: Security, Type of Storage Structure, and Dispersement of Risk.

1. **Security - Type of Alarm (1%-10% Maximum Credit Allowed) Refer to Rate Pages for discount amounts.**
 - CENTRAL STATION FIRE & BURGLAR ALARM - A credit is available if there is a central station or direct reporting fire and burglar alarm at the garage where the insured vehicles are kept.
 - LOCAL FIRE PROTECTION & BURGLAR ALARMS - A credit is available if there is a fire extinguisher, and local fire and burglar alarms at the garage where the insured vehicles are kept.
 - AUTOMATIC SPRINKLERS - A credit is available if an automatic sprinkler system is installed in the garage where the insured vehicles are kept.
 - WATCHDOG OR WATCHMAN ON PREMISES - A credit is available if a watchdog or watchman is available on the premises 24 hours a day.
 - PADLOCK OR DEADBOLT - A credit is available if padlocks or dead bolts are present at the garage where the insured vehicles are kept.
2. **Type of Storage Structure (1%-10% Maximum Credit Allowed) Refer to Rate Pages for discount amounts.**

A credit is available for the following types of storage.

- FIRE RESISTIVE - Buildings constructed of any combination of the following materials:
 - Exterior Walls or Exterior Structural Frame
 - Solid masonry, including reinforced concrete
 - Hollow masonry less than 12" thick
 - Hollow masonry less than 12", but not less than 8" thick, with a fire resistance rating of not less than 2 hours.
 - Floors and Roof
 - Monolithic floors and roof of reinforced concrete with slabs that are at least 4" thick.
 - "Joist Systems" with slabs supported by concrete joists spaced no more than 36" on centers with a slab thickness of not less than 2 3/4".
 - Floor and roof assemblies with a fire resistance rating of not less than 2 hours.

Structural Metal Supports

- Horizontal and vertical load-bearing protected metal supports with a fire resistance rating of not less than 2 hours.
 - MODIFIED FIRE RESISTIVE - Buildings with exterior walls, floors and roof constructed of masonry materials that are listed as fire resistive materials, but deficient in thickness; or fire resistive materials that are listed as fire resistive, but with a fire resistance rating of less than 2 hours, but not less than 1 hour.
 - MASONRY NON-COMBUSTIBLE - Buildings with exterior walls of fire resistive construction, or of masonry, and with non-combustible or slow burning floors and roof.
 - NON-COMBUSTIBLE - Buildings with exterior walls, floors, and roof of non-combustible or slow burning material supported by non-combustible or slow burning supports.
 - JOISTED MASONRY - Buildings with exterior walls of fire resistive construction of masonry, and with combustible floors and roof.
 - FRAME - Buildings with exterior walls, floors and roof of combustible construction or buildings with exterior walls of non-combustible or slow burning construction, with combustible floors and roof.
3. The maximum credit allowed for the risk characteristics of 1 and 2 combined is 25%.

C. EXPERIENCE RATING PLAN

In order for an exposure to qualify for application of experience rating plan credits, the risk must contain a collection of six or more vehicles with a minimum value of \$250,000 or have a minimum total policy value of \$500,000.

The experience rating plan credit shall only be applied to the Other than Collision and Collision premium. The total maximum credit allowed under this plan is 20%.

D. YEARS LICENSED RATE ADJUSTMENT FACTOR

A rate adjustment factor applies to the named insured/primary operator on the policy. The factor is assigned based on the number of years licensed, up to and including 13 years, as established by the evidence of licensure.

The rating factor is applied to the vehicle with the highest total premium.

See Rates for applicable factor.

E. HIGH HORSEPOWER RATE FACTOR

An additional rate factor will be applied to Part 7, Collision for any vehicle with an engine horsepower of 650 or more.

See Rates for applicable collision factor.

RULE 12. PRE-INSURANCE INSPECTION PROGRAM

General Laws Chapter 90, section 113S, and associated regulations, 211 CMR 94.00, require the pre-insurance inspection of certain private passenger motor vehicles. The following is a summary of the regulation.

Eligibility

Unless waived, all private passenger motor vehicles and pick-ups or vans having a gross vehicle weight under 10,001 pounds are required to be inspected by an insurer prior to the issuance of physical damage coverages by the insurer.

All Pre-Insurance Inspections not otherwise exempt or subject to waiver under 211. CMR 94.00 are waived for the Ironshore Concours Classic Auto Program. However, the Program's guidelines with respect to photo requirements continue to apply.

RULE 13. CREDIT CARD PAYMENTS

Premium payments for the entire policy premium may be made by a credit card for which the company is authorized by the credit card company to accept payments.