

# The Norfolk & Dedham Mutual Fire Insurance Company®

## MASSACHUSETTS ENDORSEMENT – ND-0003-S

### ACCIDENT FORGIVENESS

The terms of the policy apply unless modified below.

#### 1. Accident Forgiveness

**Accident** forgiveness means that **we** will waive all premium increase under the Merit Rating Plan resulting from an at fault **accident**. At fault **accident** means any **accident** where a claim payment of at least \$500 was made, in excess of any deductible, and where **we** have determined that the operator was more than 50% at fault.

A. **We** only provide **accident** forgiveness if:

- (1) This endorsement was purchased before the at fault **accident** occurred; and
- (2) The at fault **accident** is covered under your policy with us, that this endorsement is attached to; and
- (3) This endorsement remains on your policy.

B. The increased Merit Rating premium costs relating to an at fault **accident** are waived subject to the following terms and conditions:

- (1) The operator and **your auto** involved in the **accident** were listed on the Coverage Selections Page at the time of the **accident**.
- (2) The listed operator involved in the **accident** was not deferred or excluded from coverage.
- (3) The listed operator involved in the **accident** at the time of the **accident** had a Merit Rating Code of 99, 98, 00, or 01.
- (4) The Coverage Selections Page indicates Optional Insurance, Part 9. Comprehensive and either Part 7. Collision or Part 8. Limited Collision as applying to **your auto** involved in the **accident**.
- (5) The at fault **accident** was reported to us by **you** or by someone on your behalf within 30 days of the **accident**.
- (6) Only one at fault **accident** per policy will be forgiven at any point in time.
- (7) Only one at fault **accident** per listed operator will be forgiven during a six year experience period.
- (8) Where there are multiple at fault **accidents** per policy, the oldest eligible **accident** will be forgiven.
- (9) The Merit Rating Board's surcharge date will be used to determine which at fault **accident** is the oldest eligible **accident**.
- (10) Any other **accidents** that occur while one **accident** is forgiven, will not qualify for **accident** forgiveness unless the surcharge for the older at fault **accident** is reversed by the Board of Appeals.
- (11) Other at fault **accidents** will be reflected in your premium based on our filed Merit Rating Plan.
- (12) Traffic violations of any kind are not eligible for **accident** forgiveness.

C. **We** will remove **accident** forgiveness if:

- (1) **You** request us to remove this endorsement from your policy; or
- (2) If the operator involved in the **accident** is no longer listed on the Coverage Selections Page; or
- (3) This policy is canceled and not reinstated by the company.

D. If **we** remove this endorsement from your policy **we** will also remove **accident** forgiveness; policy premium will be adjusted as follows:

- (1) Return premium charged for this endorsement shall be calculated on a pro-rata basis; and
- (2) Additional premium for the at fault **accident** shall be calculated under the Merit Rating Plan on a pro-rata basis.

How we understand **Accident Forgiveness** will work:

1. The Operator SDIP Points will be reduced by the Surcharge Value from the oldest eligible **accident**.
2. The Coverage Selections Page will be amended by inserting, **Accident Forgiveness** and the applicable premium discount, below Coverage 12.
3. The premium discount will be equal to the difference in the SDIP charge from the calculated SDIP charge based on 1. above, and the surcharge calculated on the Coverage Selections Page.

**EXAMPLE 1:**

<u>DESCRIPTION</u>	<u>INCIDENT DATE</u>	<u>SURCHARGE DATE</u>	<u>SURCHARGE VALUE</u>
1. Starting Date		01/01/2009	00
2. Improper Equipment	11/04/2009	11/14/2009	00
3. Major At Fault Accident	04/01/2014	08/14/2014	04
4. Operator SDIP Points			04
5. (Not Clean-in-Three)			

The Coverage Selections Page will reflect a Merit Rating Plan charge due to the Operator SDIP Points of 04

We would waive the 4 points and therefore have an **Accident Forgiveness** Premium Discount = to the SDIP surcharge.

**EXAMPLE 2:**

<u>DESCRIPTION</u>	<u>INCIDENT DATE</u>	<u>SURCHARGE DATE</u>	<u>SURCHARGE VALUE</u>
1. Starting Date		01/01/2009	00
2. Improper Equipment	11/04/2009	11/14/2009	00
3. Major At Fault Accident	04/01/2014	08/14/2014	04
4. Speeding	11/01/2014	11/08/2014	02
5. Operator SDIP Points			06
6. (Not Clean-in-Three)			

The Coverage Selections Page will reflect a Merit Rating Plan charge due to the Operator SDIP Points of 06

We would waive the 4 points and therefore have an **Accident Forgiveness** Premium Discount = to

(Merit Rating Plan charge due to SDIP Points 02) – (Merit Rating Plan charge due to the Operator SDIP Points of 06)

**Norfolk & Dedham Mutual Fire Insurance Company**

**NOTICE TO POLICYHOLDERS**

**CAUTION: NO COVERAGE IS PROVIDED BY THIS NOTICE, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES THAT ARE PROVIDED. IF THERE IS A CONFLICT BETWEEN THE POLICY AND THIS SUMMARY NOTICE, THE POLICY SHALL PREVAIL.**

Dear Policyholder,

The policy changes made as part of the renewal policy you received may differ from those in your existing policy. This Policyholder's Notice summarizes the changes made to your policy.

**Policy Change**

Due to a recent change on your policy, the Accident Forgiveness Endorsement (ND-0003-S) has been removed from your policy. Points previously waived for an accident will be assigned in accordance with our merit rating plan as of the date that this endorsement is removed.

## COVERAGE SELECTIONS PAGE

This page and any attached endorsements form a part of your policy  
 NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY  
 DEDHAM, MA

This Policy is Issued By:

ITEM 1. This Policy is Issued To:

Massachusetts Personal Automobile  
 Policy Number  
 Agent

ITEM 2. This Policy is Effective From:

To:

(12:01 A.M. Eastern Standard Time)

ITEM 3. Description of Your Auto:

AUTO	
AUTO	

ITEM 4. This policy provides only the coverage for which a premium charge is shown.

COVERAGES, Parts 1-12	AUTO				AUTO					
COMPULSORY INSURANCE	LIMITS		DEDUCTIBLE	PREMIUM		LIMITS		DEDUCTIBLE	PREMIUM	
1. Bodily Injury To Others	\$	per person	None	ANNUAL	ADJUSTED	\$	per person	None	ANNUAL	ADJUSTED
	\$	per accident				\$	per accident			
2. Personal Injury Protection	\$	per person	<input type="checkbox"/> For Yourself <input type="checkbox"/> Yourself & household members			\$	per person	<input type="checkbox"/> For Yourself <input type="checkbox"/> Yourself & household members		
	\$					\$				
3. Bodily Injury Caused By An Uninsured Auto <small>(Compulsory Limits \$20,000/\$40,000)</small>	\$	per person	None			\$	per person	None		
	\$	per accident				\$	per accident			
4. Damage to Someone Else's Property <small>(Compulsory Limit \$5,000)</small>	\$		None			\$		None		
	\$	per accident				\$	per accident			
OPTIONAL INSURANCE										
5. Optional Bodily Injury To Others	\$	per person	None			\$	per person	None		
	\$	per accident				\$	per accident			
6. Medical Payments	\$	per person	None			\$	per person	None		
	\$					\$				
7. Collision	Actual Cash Value		\$			Actual Cash Value		\$		
8. Limited Collision	Actual Cash Value		\$			Actual Cash Value		\$		
9. Comprehensive	Actual Cash Value		\$			Actual Cash Value		\$		
10. Substitute Transportation	Up to \$ a day, maximum \$		None			Up to \$ a day, maximum \$		None		
11. Towing and Labor	Up to \$ for each disablement					Up to \$ for each disablement				
12. Bodily Injury Caused By An Underinsured Auto	\$	per person	None			\$	per person	None		
	\$	per accident				\$	per accident			
MERIT RATING PLAN	CREDIT				CREDIT					
	CHARGE				CHARGE					
Accident Forgiveness	CREDIT				CREDIT					
	<b>PREMIUM</b>				<b>PREMIUM</b>					
									<b>TOTAL PREMIUM</b>	

Identification Numbers of Endorsements Forming a Part of this Policy

AUTO	
AUTO	

ITEM 5. Place of Principal Garaging

ITEM 6. Secured Lender/Lessor – Additional Insured, if Rented Auto

AUTO	
AUTO	

**DRIVER INFORMATION**

NO.	OPERATOR			DATE OF BIRTH	LICENSE		DATE FIRST LICENSED		POINTS	
	NAME	VEH. STATUS*	DEFER		NUMBER	STATE	AUTO	MOTORCYCLE	MRB	N&D
1										
2										

\* E - Excluded, O - Occasional, P - Principal

**REFER TO OTHER PAGES FOR ADDITIONAL INFORMATION**

Check carefully that all operators of your auto(s) are shown. Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

**NOTICE:** You must notify us of changes that have occurred prior to the renewal of this policy and during the policy period. It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone else on your behalf has knowingly given us false, deceptive, misleading or incomplete information, 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 all household members and customary operators required to be listed and the answers given above for all listed operators. We may also limit our payments under Part 3 and Part 4. 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.

We will not pay for a collision or limited 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. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the merit rating plan.

**DISCOUNTS:** Several discounts are available and your premium has been reduced if one or more of the following categories is indicated below:

	Account	Advance Purchase	Advanced Driver Training	Annual Mileage	Anti-Theft Device	Book Transfer	Class 15	Good Student	Hybrid Vehicle	Student Away At School
AUTO 1										

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

The limits shown for this Part 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 for this Part and are not in addition to them.

**PART 12 - BODILY INJURY CAUSED BY AN UNDERINSURED AUTO**

The limits shown for this Part are subject to adjustment. We will only pay for any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the owner and operator of the underinsured auto and the limits shown for this Part.

**MERIT RATING ADJUSTMENT**

The Merit Rating Adjustment credit or charge shown on the reverse side for each auto is based on the driving records of the operators listed on your policy. Credits result from incident-free driving. If a charge is shown for any auto, refer to the statement furnished with your Coverage Selection Page to determine how the points for each listed operator were calculated. The merit rating points and class of each operator are used in assigning the operators to the autos in the manner described in the rating manual.

Countersigned by: \_\_\_\_\_  
Authorized Signature/Agent

## TABLE OF CONTENTS

### SECTION I - GENERAL RULES

Rule No.		Page
1	Massachusetts Automobile Insurance Policy - Eligibility	1
2	Coverages and Limits	1
3	Mandatory Offer of Coverage	2
4	Standard Procedures	2
5	Residence and Location	4
6	Out-of-State Garaging	4
7	Policy Period	4
8	Changes	5
9	Motor Vehicle Registration Certificates	5
10	Certified Risks - Financial Responsibility Laws	6
11	Premium Calculation Rule	7
12	Whole Dollar Premium Rule	9
13	Installment Payment of Premiums	9
14	Deposit Premium Rule	9
15	Employers Subject to Massachusetts Workers Compensation Act	9
16	Deductibles - Parts 7, 8 and 9	9
17	Substitute Transportation	9
18	Termination of Insurance	9
19	Discounts	15
20	Model Year Rating	18
21	Category Rating and Category Rating Factors	19
22	Non-Symbolled Vehicles and Rating Vehicles for which symbols are not shown on the Rate Pages	20
23	High Theft Vehicles	22
24	Extra Risk Rating (Collision and Comprehensive)	22
25	Vehicle Series Rating	23
26	Rating Factors	24

### SECTION II - PRIVATE PASSENGER AUTOMOBILES

27	Private Passenger Definition	31
28	Private Passenger Classifications	31
29	Tier Assignment	35
30	Personal Injury Protection - Deductible Form	35
31	Transportation of Fellow Employees	36
32	Non-Symbolled Pick-Ups, Vans, and Similar Type Vehicles	36
33	Towing and Labor	36
34	Trailers Designed for Use With Private Passenger Motor Vehicles	36
35	PersonalPak™ Auto	37
36	Accident Forgiveness	37
37-38	Reserved for Future Use	38

### SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES

39	Motor Homes/Camper Bodies	39
40	Antique Motor Cars and Antique Motorcycles	39
41	Stated Amount Coverage	40
42-43	Reserved for Future Use	40
44	Motorcycles, Motorscooters, Mopeds and Similar Motor Vehicles	40
45	Agreed Amount Coverage – Comprehensive	41
46	Excess Electronic Equipment Coverage	42
47	Customized Vans and Pickups	42
48	Original Equipment Manufacturer Parts Coverage	42

#### SECTION IV - NON-OWNED AUTOMOBILES

<b>Rule No.</b>		<b>Page</b>
49	Named Non-Owner Policy	44
50	Use of Other Automobiles	44
51-53	Reserved for Future Use	45

#### SECTION V - SUPPLEMENTAL INFORMATION

54	Anti-Theft Device Standards and Discounts	46
55	Pre-Insurance Inspection Program	52
56	Merit Rating Plan	54
57	Reserved for Future Use	56
58	Registry of Motor Vehicles Procedures	56

#### ADDITIONAL ITEMS

Private Passenger Endorsement Index	B-1
Personal Auto Forms Index	B-2

#### RATING TERRITORIES SECTION

Rating Territories	T-1 - T-6
--------------------	-----------

#### RATE SECTION

Memorandum	R-1
Stated Amount Rates	R-45, R-46
Approved Motorcycle Training Sites	M-1
Motorcycle Rates	M-2-M-8
Miscellaneous Rating Factors	RF-1
Miscellaneous Motor Vehicles	RF-2, RF-3



**2014  
MEMORANDUM OF CHANGES**

1. Rule 36 Accident Forgiveness

**RULE 35. PersonalPak™ Auto**

**Coverage:**

1. Accidental Airbag Discharge: coverage for repair or restoration of accidental airbag discharge
2. Auto Loan / Lease: We will pay for the unpaid amount on the loan / lease should the vehicle be involved in a total loss within 36 months of purchase date or vehicle with less than 45,000 miles, subject to maximum of \$5,000 greater than the Actual Cash value of the covered auto.
3. Excellent Driver Reward: Deductible reduction for Part 7 or 9 is reduced by \$250 for listed operators licensed at least 6 years with a merit rating code of 99, 98, or 00 involved in a covered loss.
4. New Car Protection: If your vehicle is involved in a total loss within 12 months or 15,000 miles, we will not apply depreciation.
5. Pet Injury: Provides up to \$500 for veterinary costs incurred and up to \$1,000 for costs to replace the insured's dog or cat if it dies in a collision accident while in the insured's vehicle. Certain dog breeds or mixed breeds containing any part of the following are ineligible: Akita, Chow Chow, Doberman Pinscher, German Shepherd, Presa de Presa Canario, Pit Bull or Pit Bull Type, Rottweiler, Shibu Inu and Wolf Hybrid

**Condition:**

This applies only if the Coverage Selection Page indicates that Part 7, Collision and Part 9, Comprehensive coverages apply to your auto.

**Cost:**

If insured is part of an account as defined in Rule 19 A., no charge.

If insured is not part of an account, charge is \$25 per vehicle subject to a maximum charge of \$50 per policy.

**Endorsement:**

ND-0001-S

**RULE 36. ACCIDENT FORGIVENESS**

**Coverage:**

Accident forgiveness means that N&D will waive any premium increase under the Merit Rating Plan resulting from an at-fault accident. At-fault accident means any accident where a claim payment of at least \$500 was made, in excess of any deductible, and where the company has determined that the operator was more than 50% at-fault.

**Conditions:**

1. Accident forgiveness is only provided if:
  - a. This endorsement was purchased before the at-fault accident occurred; and
  - b. The at-fault accident is covered under the policy with N&D, that this endorsement is attached to; and
  - c. This endorsement remains on the policy.
2. The increased Merit Rating premium costs relating to an at-fault accident are waived subject to the following terms and conditions:
  - a. The operator and auto involved in the accident were listed on the Coverage Selections Page at the time of the accident; and
  - b. The operator involved in the accident was not deferred or excluded from coverage; and
  - c. The operator involved in the accident at the time of the accident had a Merit Rating Code of 99 or 98.

- d. The Coverage Selections Page indicates Optional Insurance, Part 9. Comprehensive and either Part 7. Collision or Part 8. Limited Collision apply to your auto involved in the accident.
  - e. The at-fault accident was reported to us by the insured or someone on their behalf within 30 days of the accident.
  - f. Only one at-fault accident per policy will be forgiven at any point in time.
  - g. Only one at-fault accident per operator will be forgiven during a six year experience period.
  - h. Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.
  - i. The Merit Rating Board's surcharge date will be used to determine which at-fault accident is the oldest eligible accident.
  - j. Any other accidents that occur while one accident is forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at-fault accident is reversed by the Board of Appeals.
  - k. Other at-fault accidents will be reflected in the premium based on N&D®'s filed Merit Rating Plan.
  - l. Traffic violations of any kind are not eligible for accident forgiveness.
3. N&D® will remove Accident Forgiveness if:
- a. Insured requests the company to remove this endorsement from the policy; or
  - b. If the operator involved in the accident is no longer listed on the Coverage Selections Page; or
  - c. This policy is canceled and not reinstated by the company.

**Cost:**

\$75 per policy for policies that have an Account Credit and \$100 per policy for policies that do not have an Account Credit.

**Endorsement:**

ND-0003-S

**RULE 37-38.      RESERVED FOR FUTURE USE**

**PRIVATE PASSENGER ENDORSEMENTS - ALPHABETICAL INDEX**

<b>ENDORSEMENTS</b>	<b>FORM NO.</b>
Agreed Amount – Comprehensive	MPY-0034-S
Antique Auto	M-0047-S
Coverage for Anyone Renting An Auto To You	M-0070-S
Coverage for Customized Vans and Pickups	MPY-0037-S
Excess Electronic Equipment Coverage	MPY-0041-S
\$100 Glass Deductible	MPY-0039-S
Guest Occupants Exclusion - Motorcycles	M-0002-S
Massachusetts Mandatory Endorsement	M-0099-S
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S
Notice to Policyholders	ND-0003-PN
Operator Exclusion Form	M-0106-S
Original Equipment Manufacturer Parts Coverage	MPY-0040-S
Stated Amount Coverage	MPY-0027-S
Suspension of Coverage - Reduction of Limits	MPY-0032-S
Transportation of Fellow Employees, Students or Others	M-0004-S
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S
Waiver of Deductible	MPY-0016-S

**FORMS**

Massachusetts Automobile Insurance Policy  
Application for Massachusetts Motor Vehicle Insurance  
Coverage Selections Page  
Massachusetts Renewal Form  
Annual Mileage Discount Form  
Application for Benefits – Personal Injury Protection  
Massachusetts Motor Vehicle Liability Bond  
Notice of Cancellation of the Massachusetts Motor Vehicle Liability Policy  
Notice of Non-Renewal of Your Massachusetts Automobile Insurance Policy  
Notice of Transfer of Insurer

**N&D®** **FORM NO.**

**PERSONAL AUTO FORMS INDEX**  
**(MASSACHUSETTS)**  
For Vehicles Not Subject to the Compulsory Law

FORM TITLEPOLICY	FORM NUMBER
Personal Auto Policy	PP 00 01
Amendment of Policy - Massachusetts	MP 00 99
<b>Endorsements</b>	
Additional Insured – Lessor	PP 03 19
Auto Loan/Lease Coverage	PP 03 35
Certificate of Insurance - Trusts	PP 03 33
Change of Endorsement	PP 03 10
Coverage for Damage to Your Auto (Maximum Limit of Liability)	PP 03 08
Coverage for Damage to Your Auto Exclusion Endorsement	PP 13 01
Customizing Equipment Coverage	PP 03 18
Excess Electronic Equipment Coverage	PP 03 13
Extended Non-Owned Coverage for Vehicles Furnished or Available for Regular Use	PP 03 06
Extended Non-Owned Coverage – Vehicles Furnished or Available for Use as a Public or Livery Conveyance	PP 13 05
Federal Employees using Autos in Government Business	PP 03 01
Joint Ownership Coverage	PP 03 34
Liability Coverage Exclusion Endorsement	PP 03 26
Limited Mexico Coverage	PP 03 21
Miscellaneous Type Vehicle Amendment (Motor Homes)	PP 03 28
Miscellaneous Type Vehicle Endorsement	PP 03 23
Named Non-Owner Coverage	PP 03 22
Optional Limits Transportation Expenses Coverage	PP 03 02
Reinstatement of Insurance	PP 02 02
Single Liability Limit	PP 03 09
Single Underinsured Motorists Limit	PP 04 02
Single Uninsured Motorists Limit	PP 04 01
Snowmobile Endorsement	PP 03 20
Suspension of Insurance	PP 02 01
Towing and labor Costs Coverage	PP 03 03
Trailer/Camper Body Coverage (Maximum Limit of Liability)	PP 03 07
Trip Interruption Coverage	PP 13 02
Trust Endorsement	PP 13 03
Underinsured Motorists Coverage	PP 03 11

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 2003.

## COVERAGE SELECTIONS PAGE

This page and any attached endorsements form a part of your policy  
 NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY  
 DEDHAM, MA

This Policy is Issued By:

ITEM 1. This Policy is Issued To:

Massachusetts Personal Automobile  
 Policy Number  
 Agent

ITEM 2. This Policy is Effective From:

To:

(12:01 A.M. Eastern Standard Time)

ITEM 3. Description of Your Auto:

AUTO	
AUTO	

ITEM 4. This policy provides only the coverage for which a premium charge is shown.

COVERAGES, Parts 1-12	AUTO				AUTO					
COMPULSORY INSURANCE	LIMITS		DEDUCTIBLE	PREMIUM		LIMITS		DEDUCTIBLE	PREMIUM	
1. Bodily Injury To Others	\$	per person	None	ANNUAL	ADJUSTED	\$	per person	None	ANNUAL	ADJUSTED
	\$	per accident				\$	per accident			
2. Personal Injury Protection	\$	per person	<input type="checkbox"/> For Yourself <input type="checkbox"/> Yourself & household members			\$	per person	<input type="checkbox"/> For Yourself <input type="checkbox"/> Yourself & household members		
3. Bodily Injury Caused By An Uninsured Auto <small>(Compulsory Limits \$20,000/\$40,000)</small>	\$	per person	None			\$	per person	None		
	\$	per accident				\$	per accident			
4. Damage to Someone Else's Property <small>(Compulsory Limit \$5,000)</small>	\$		None			\$		None		
		per accident					per accident			
OPTIONAL INSURANCE										
5. Optional Bodily Injury To Others	\$	per person	None			\$	per person	None		
	\$	per accident				\$	per accident			
6. Medical Payments	\$	per person	None			\$	per person	None		
7. Collision	Actual Cash Value		\$			Actual Cash Value		\$		
8. Limited Collision	Actual Cash Value		\$			Actual Cash Value		\$		
9. Comprehensive	Actual Cash Value		\$			Actual Cash Value		\$		
10. Substitute Transportation	Up to \$ a day, maximum \$		None			Up to \$ a day, maximum \$		None		
11. Towing and Labor	Up to \$ for each disablement					Up to \$ for each disablement				
12. Bodily Injury Caused By An Underinsured Auto	\$	per person	None			\$	per person	None		
	\$	per accident				\$	per accident			
MERIT RATING PLAN	CREDIT					CREDIT				
	CHARGE					CHARGE				
Accident Forgiveness	CREDIT					CREDIT				
	PREMIUM					PREMIUM				
									<b>TOTAL PREMIUM</b>	

Identification Numbers of Endorsements Forming a Part of this Policy

AUTO	
AUTO	

ITEM 5. Place of Principal Garaging

ITEM 6. Secured Lender/Lessor – Additional Insured, if Rented Auto

AUTO	
AUTO	

**DRIVER INFORMATION**

NO.	OPERATOR			DATE OF BIRTH	LICENSE		DATE FIRST LICENSED		POINTS	
	NAME	VEH. STATUS*	DEFER		NUMBER	STATE	AUTO	MOTORCYCLE	MRB	N&D
1										
2										

\* E - Excluded, O - Occasional, P - Principal

**REFER TO OTHER PAGES FOR ADDITIONAL INFORMATION**

Check carefully that all operators of your auto(s) are shown. Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

**NOTICE:** You must notify us of changes that have occurred prior to the renewal of this policy and during the policy period. It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone else on your behalf has knowingly given us false, deceptive, misleading or incomplete information, 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 all household members and customary operators required to be listed and the answers given above for all listed operators. We may also limit our payments under Part 3 and Part 4. 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.

We will not pay for a collision or limited 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. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the merit rating plan.

**DISCOUNTS:** Several discounts are available and your premium has been reduced if one or more of the following categories is indicated below:

	Account	Advance Purchase	Advanced Driver Training	Annual Mileage	Anti-Theft Device	Book Transfer	Class 15	Good Student	Hybrid Vehicle	Student Away At School
AUTO 1										

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

The limits shown for this Part 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 for this Part and are not in addition to them.

**PART 12 - BODILY INJURY CAUSED BY AN UNDERINSURED AUTO**

The limits shown for this Part are subject to adjustment. We will only pay for any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the owner and operator of the underinsured auto and the limits shown for this Part.

**MERIT RATING ADJUSTMENT**

The Merit Rating Adjustment credit or charge shown on the reverse side for each auto is based on the driving records of the operators listed on your policy. Credits result from incident-free driving. If a charge is shown for any auto, refer to the statement furnished with your Coverage Selection Page to determine how the points for each listed operator were calculated. The merit rating points and class of each operator are used in assigning the operators to the autos in the manner described in the rating manual.

Countersigned by: \_\_\_\_\_

Authorized Signature/Agent

## TABLE OF CONTENTS

### SECTION I - GENERAL RULES

Rule No.		Page
1	Massachusetts Automobile Insurance Policy - Eligibility	1
2	Coverages and Limits	1
3	Mandatory Offer of Coverage	2
4	Standard Procedures	2
5	Residence and Location	4
6	Out-of-State Garaging	4
7	Policy Period	4
8	Changes	5
9	Motor Vehicle Registration Certificates	5
10	Certified Risks - Financial Responsibility Laws	6
11	Premium Calculation Rule	7
12	Whole Dollar Premium Rule	9
13	Installment Payment of Premiums	9
14	Deposit Premium Rule	9
15	Employers Subject to Massachusetts Workers Compensation Act	9
16	Deductibles - Parts 7, 8 and 9	9
17	Substitute Transportation	9
18	Termination of Insurance	9
19	Discounts	15
20	Model Year Rating	18
21	Category Rating and Category Rating Factors	19
22	Non-Symbolled Vehicles and Rating Vehicles for which symbols are not shown on the Rate Pages	20
23	High Theft Vehicles	22
24	Extra Risk Rating (Collision and Comprehensive)	22
25	Vehicle Series Rating	23
26	Rating Factors	24

### SECTION II - PRIVATE PASSENGER AUTOMOBILES

27	Private Passenger Definition	31
28	Private Passenger Classifications	31
29	Tier Assignment	35
30	Personal Injury Protection - Deductible Form	35
31	Transportation of Fellow Employees	36
32	Non-Symbolled Pick-Ups, Vans, and Similar Type Vehicles	36
33	Towing and Labor	36
34	Trailers Designed for Use With Private Passenger Motor Vehicles	36
35	PersonalPak™ Auto	37
36	Accident Forgiveness	37
37-38	Reserved for Future Use	387

### SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES

39	Motor Homes/Camper Bodies	398
40	Antique Motor Cars and Antique Motorcycles	398
41	Stated Amount Coverage	4039
42-43	Reserved for Future Use	4039
44	Motorcycles, Motorscooters, Mopeds and Similar Motor Vehicles	4039
45	Agreed Amount Coverage – Comprehensive	4140
46	Excess Electronic Equipment Coverage	4244
47	Customized Vans and Pickups	4244
48	Original Equipment Manufacturer Parts Coverage	4244



## SECTION IV - NON-OWNED AUTOMOBILES

Rule No.		Page
49	Named Non-Owner Policy	4 <del>43</del>
50	Use of Other Automobiles	4 <del>43</del>
51-53	Reserved for Future Use	4 <del>54</del>

## SECTION V - SUPPLEMENTAL INFORMATION

54	Anti-Theft Device Standards and Discounts	4 <del>65</del>
55	Pre-Insurance Inspection Program	5 <del>24</del>
56	Merit Rating Plan	5 <del>43</del>
57	Reserved for Future Use	5 <del>65</del>
58	Registry of Motor Vehicles Procedures	5 <del>65</del>

## ADDITIONAL ITEMS

Private Passenger Endorsement Index	B-1
Personal Auto Forms Index	B-2

## RATING TERRITORIES SECTION

Rating Territories	T-1 - T-6
--------------------	-----------

## RATE SECTION

Memorandum	R-1
Stated Amount Rates	R-45, R-46
Approved Motorcycle Training Sites	M-1
Motorcycle Rates	M-2-M-8
Miscellaneous Rating Factors	RF-1
Miscellaneous Motor Vehicles	RF-2, RF-3

201~~4~~3  
MEMORANDUM OF CHANGES

- ~~1. Revised Base Rates – Motorcycles~~
- ~~2. Adopted AIB's Territorial Changes – Motorcycles~~
1. Rule 36 Accident Forgiveness

**RULE 35. PersonalPak™ Auto**

**Coverage:**

1. Accidental Airbag Discharge: coverage for repair or restoration of accidental airbag discharge
2. Auto Loan / Lease: We will pay for the unpaid amount on the loan / lease should the vehicle be involved in a total loss within 36 months of purchase date or vehicle with less than 45,000 miles, subject to maximum of \$5,000 greater than the Actual Cash value of the covered auto.
3. Excellent Driver Reward: Deductible reduction for Part 7 or 9 is reduced by \$250 for listed operators licensed at least 6 years with a merit rating code of 99, 98, or 00 involved in a covered loss.
4. New Car Protection: If your vehicle is involved in a total loss within 12 months or 15,000 miles, we will not apply depreciation.
5. Pet Injury: Provides up to \$500 for veterinary costs incurred and up to \$1,000 for costs to replace the insured's dog or cat if it dies in a collision accident while in the insured's vehicle. Certain dog breeds or mixed breeds containing any part of the following are ineligible: Akita, Chow Chow, Doberman Pinscher, German Shepherd, Presa de Presa Canario, Pit Bull or Pit Bull Type, Rottweiler, Shibu Inu and Wolf Hybrid

**Condition:**

This applies only if the Coverage Selection Page indicates that Part 7, Collision and Part 9, Comprehensive coverages apply to your auto.

**Cost:**

If insured is part of an account as defined in Rule 19 A., no charge.

If insured is not part of an account, charge is \$25 per vehicle subject to a maximum charge of \$50 per policy.

**Endorsement:**

ND-0001-S

**RULE 36. ACCIDENT FORGIVENESS**

**Coverage:**

Accident forgiveness means that N&D will waive any premium increase under the Merit Rating Plan resulting from an at-fault accident. At-fault accident means any accident where a claim payment of at least \$500 was made, in excess of any deductible, and where the company has determined that the operator was more than 50% at-fault.

**Conditions:**

1. Accident forgiveness is only provided if:
  - a. This endorsement was purchased before the at-fault accident occurred; and
  - b. The at-fault accident is covered under the policy with N&D, that this endorsement is attached to; and
  - c. This endorsement remains on the policy.
2. The increased Merit Rating premium costs relating to an at-fault accident are waived subject to the following terms and conditions:
  - a. The operator and auto involved in the accident were listed on the Coverage Selections Page at the time of the accident; and
  - b. The operator involved in the accident was not deferred or excluded from coverage; and
  - c. The operator involved in the accident at the time of the accident had a Merit Rating Code of 99 or 98.

- d. The Coverage Selections Page indicates Optional Insurance, Part 9. Comprehensive and either Part 7. Collision or Part 8. Limited Collision apply to your auto involved in the accident.
- e. The at-fault accident was reported to us by the insured or someone on their behalf within 30 days of the accident.
- f. Only one at-fault accident per policy will be forgiven at any point in time.
- g. Only one at-fault accident per operator will be forgiven during a six year experience period.
- h. Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.
- i. The Merit Rating Board's surcharge date will be used to determine which at-fault accident is the oldest eligible accident.
- j. Any other accidents that occur while one accident is forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at-fault accident is reversed by the Board of Appeals.
- k. Other at-fault accidents will be reflected in the premium based on N&D®'s filed Merit Rating Plan.
- l. Traffic violations of any kind are not eligible for accident forgiveness.

3. N&D® will remove Accident Forgiveness if:

- a. Insured requests the company to remove this endorsement from the policy; or
- b. If the operator involved in the accident is no longer listed on the Coverage Selections Page; or
- c. This policy is canceled and not reinstated by the company.

**Cost:**

\$75 per policy for policies that have an Account Credit and \$100 per policy for policies that do not have an Account Credit

**Endorsement:**

ND-0003-S

**RULE 37-38.**      **RESERVED FOR FUTURE USE**

**PRIVATE PASSENGER ENDORSEMENTS - ALPHABETICAL INDEX**

<b>ENDORSEMENTS</b>	<b>FORM NO.</b>
Agreed Amount – Comprehensive	MPY-0034-S
Antique Auto	M-0047-S
Coverage for Anyone Renting An Auto To You	M-0070-S
Coverage for Customized Vans and Pickups	MPY-0037-S
Excess Electronic Equipment Coverage	MPY-0041-S
\$100 Glass Deductible	MPY-0039-S
Guest Occupants Exclusion - Motorcycles	M-0002-S
Massachusetts Mandatory Endorsement	M-0099-S
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S
<u>Notice to Policyholders</u>	<u>ND-0003-PN</u>
Operator Exclusion Form	M-0106-S
Original Equipment Manufacturer Parts Coverage	MPY-0040-S
Stated Amount Coverage	MPY-0027-S
Suspension of Coverage - Reduction of Limits	MPY-0032-S
Transportation of Fellow Employees, Students or Others	M-0004-S
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S
Waiver of Deductible	MPY-0016-S
<b>FORMS</b>	
Massachusetts Automobile Insurance Policy	
Application for Massachusetts Motor Vehicle Insurance	
Coverage Selections Page	
Massachusetts Renewal Form	
Annual Mileage Discount Form	
Application for Benefits – Personal Injury Protection	
Massachusetts Motor Vehicle Liability Bond	
Notice of Cancellation of the Massachusetts Motor Vehicle Liability Policy	
Notice of Non-Renewal of Your Massachusetts Automobile Insurance Policy	
Notice of Transfer of Insurer	
<b>N&amp;D®</b>	<b>FORM NO.</b>

**PERSONAL AUTO FORMS INDEX  
 (MASSACHUSETTS)**  
 For Vehicles Not Subject to the Compulsory Law

FORM TITLEPOLICY	FORM NUMBER
Personal Auto Policy	PP 00 01
Amendment of Policy - Massachusetts	MP 00 99
<b>Endorsements</b>	
Additional Insured – Lessor	PP 03 19
Auto Loan/Lease Coverage	PP 03 35
Certificate of Insurance - Trusts	PP 03 33
Change of Endorsement	PP 03 10
Coverage for Damage to Your Auto (Maximum Limit of Liability)	PP 03 08
Coverage for Damage to Your Auto Exclusion Endorsement	PP 13 01
Customizing Equipment Coverage	PP 03 18
Excess Electronic Equipment Coverage	PP 03 13
Extended Non-Owned Coverage for Vehicles Furnished or Available for Regular Use	PP 03 06
Extended Non-Owned Coverage – Vehicles Furnished or Available for Use as a Public or Livery Conveyance	PP 13 05
Federal Employees using Autos in Government Business	PP 03 01
Joint Ownership Coverage	PP 03 34
Liability Coverage Exclusion Endorsement	PP 03 26
Limited Mexico Coverage	PP 03 21
Miscellaneous Type Vehicle Amendment (Motor Homes)	PP 03 28
Miscellaneous Type Vehicle Endorsement	PP 03 23
Named Non-Owner Coverage	PP 03 22
Optional Limits Transportation Expenses Coverage	PP 03 02
Reinstatement of Insurance	PP 02 02
Single Liability Limit	PP 03 09
Single Underinsured Motorists Limit	PP 04 02
Single Uninsured Motorists Limit	PP 04 01
Snowmobile Endorsement	PP 03 20
Suspension of Insurance	PP 02 01
Towing and labor Costs Coverage	PP 03 03
Trailer/Camper Body Coverage (Maximum Limit of Liability)	PP 03 07
Trip Interruption Coverage	PP 13 02
Trust Endorsement	PP 13 03
Underinsured Motorists Coverage	PP 03 11

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
 Copyright, Insurance Services Office, Inc., 2003.

# The Norfolk & Dedham Mutual Fire Insurance Company®

## MASSACHUSETTS ENDORSEMENT – ND-0003-S

### ACCIDENT FORGIVENESS

The terms of the policy apply unless modified below.

#### 1. Accident Forgiveness

Accident forgiveness means that **we** will waive all premium increase under the Merit Rating Plan resulting from an at fault accident. At fault accident means any accident where a claim payment of at least \$500 was made, in excess of any deductible, and where **we** have determined that the operator was more than 50% at fault.

A. We only provide accident forgiveness if:

- (1) This endorsement was purchased before the at fault accident occurred; and
- (2) The at fault accident is covered under your policy with us, that this endorsement is attached to; and
- (3) This endorsement remains on your policy.

B. The increased Merit Rating premium costs relating to an at fault accident are waived subject to the following terms and conditions:

- (1) The operator and **your auto** involved in the accident were listed on the Coverage Selections Page at the time of the accident; and
- (2) The listed operator involved in the accident was not deferred or excluded from coverage; and
- (3) The listed operator involved in the accident at the time of the accident had a Merit Rating Code of 99 or 98.
- (4) The Coverage Selections Page indicates Optional Insurance, Part 9. Comprehensive and either Part 7. Collision or Part 8. Limited Collision as applying to **your auto** involved in the accident.
- (5) The at fault accident was reported to us by **you** or someone on your behalf within 30 days of the accident.
- (6) Only one at fault accident per policy will be forgiven at any point in time.
- (7) Only one at fault accident per listed operator will be forgiven during a six year experience period.
- (8) Where there are multiple at fault accidents per policy, the oldest eligible accident will be forgiven.
- (9) The Merit Rating Board's surcharge date will be used to determine which at fault accident is the oldest eligible accident.
- (10) Any other accidents that occur while one accident is forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at fault accident is reversed by the Board of Appeals.
- (11) Other at fault accidents will be reflected in your premium based on our filed Merit Rating Plan.
- (12) Traffic violations of any kind are not eligible for accident forgiveness.

C. **We** will remove accident forgiveness if:

- (1) **You** request us to remove this endorsement from your policy; or
- (2) If the operator involved in the accident is no longer listed on the Coverage Selections Page; or
- (3) This policy is canceled and not reinstated by the company.

D. If **we** remove this endorsement from your policy **we** will also remove accident forgiveness; policy premium will be adjusted as follows:

- (1) Return premium charged for this endorsement shall be calculated on a pro-rata basis;
- (2) Additional premium for the at fault accident shall be calculated under the Merit Rating Plan on a pro-rata basis.



How we understand Accident Forgiveness will work:

1. The Operator SDIP Points will be reduced by the Surcharge Value from the oldest eligible accident.
2. The Coverage Selections Page will be amended by inserting below Coverage 12., Accident Forgiveness and the applicable premium discount.
3. The premium discount will be equal to the difference in the SDIP charge from the calculated SDIP charge based on 1. above, and the surcharge calculated on the Coverage Selections Page.

**EXAMPLE 1:**

<u>DESCRIPTION</u>	<u>INCIDENT DATE</u>	<u>SURCHARGE DATE</u>	<u>SURCHARGE VALUE</u>
1. Starting Date		01/01/2009	00
2. Improper Equipment	11/04/2009	11/14/2009	00
3. Major At Fault Accident	04/01/2014	08/14/2014	04
4. Operator SDIP Points			04
5. (Not Clean-in-Three)			

The Coverage Selections Page will reflect a Merit Rating Plan charge due to the Operator SDIP Points of 04  
We would waive the 4 points and therefore have an Accident Forgiveness Premium Discount = to the SDIP surcharge.

**EXAMPLE 2:**

<u>DESCRIPTION</u>	<u>INCIDENT DATE</u>	<u>SURCHARGE DATE</u>	<u>SURCHARGE VALUE</u>
1. Starting Date		01/01/2009	00
2. Improper Equipment	11/04/2009	11/14/2009	00
3. Major At Fault Accident	04/01/2014	08/14/2014	04
4. Speeding	11/01/2014	11/08/2014	02
5. Operator SDIP Points			06
6. (Not Clean-in-Three)			

The Coverage Selections Page will reflect a Merit Rating Plan charge due to the Operator SDIP Points of 06  
We would waive the 4 points and therefore have an Accident Forgiveness Premium Discount:

(Merit Rating Plan charge due to SDIP Points 02) – (Merit Rating Plan charge due to the Operator SDIP Points of 06)

## TABLE OF CONTENTS

### SECTION I - GENERAL RULES

Rule No.		Page
1	Massachusetts Automobile Insurance Policy - Eligibility	1
2	Coverages and Limits	1
3	Mandatory Offer of Coverage	2
4	Standard Procedures	2
5	Residence and Location	4
6	Out-of-State Garaging	4
7	Policy Period	4
8	Changes	5
9	Motor Vehicle Registration Certificates	5
10	Certified Risks - Financial Responsibility Laws	6
11	Premium Calculation Rule	7
12	Whole Dollar Premium Rule	9
13	Installment Payment of Premiums	9
14	Deposit Premium Rule	9
15	Employers Subject to Massachusetts Workers Compensation Act	9
16	Deductibles - Parts 7, 8 and 9	9
17	Substitute Transportation	9
18	Termination of Insurance	9
19	Discounts	15
20	Model Year Rating	18
21	Category Rating and Category Rating Factors	19
22	Non-Symbolled Vehicles and Rating Vehicles for which symbols are not shown on the Rate Pages	20
23	High Theft Vehicles	22
24	Extra Risk Rating (Collision and Comprehensive)	22
25	Vehicle Series Rating	23
26	Rating Factors	24

### SECTION II - PRIVATE PASSENGER AUTOMOBILES

27	Private Passenger Definition	31
28	Private Passenger Classifications	31
29	Tier Assignment	35
30	Personal Injury Protection - Deductible Form	35
31	Transportation of Fellow Employees	36
32	Non-Symbolled Pick-Ups, Vans, and Similar Type Vehicles	36
33	Towing and Labor	36
34	Trailers Designed for Use With Private Passenger Motor Vehicles	36
35	PersonalPak™ Auto	37
36	Accident Forgiveness	37
37-38	Reserved for Future Use	38

### SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES

39	Motor Homes/Camper Bodies	39
40	Antique Motor Cars and Antique Motorcycles	39
41	Stated Amount Coverage	40
42-43	Reserved for Future Use	40
44	Motorcycles, Motorscooters, Mopeds and Similar Motor Vehicles	40
45	Agreed Amount Coverage – Comprehensive	41
46	Excess Electronic Equipment Coverage	42
47	Customized Vans and Pickups	42
48	Original Equipment Manufacturer Parts Coverage	42

#### SECTION IV - NON-OWNED AUTOMOBILES

<b>Rule No.</b>		<b>Page</b>
49	Named Non-Owner Policy	44
50	Use of Other Automobiles	44
51-53	Reserved for Future Use	45

#### SECTION V - SUPPLEMENTAL INFORMATION

54	Anti-Theft Device Standards and Discounts	46
55	Pre-Insurance Inspection Program	52
56	Merit Rating Plan	54
57	Reserved for Future Use	56
58	Registry of Motor Vehicles Procedures	56

#### ADDITIONAL ITEMS

Private Passenger Endorsement Index	B-1
Personal Auto Forms Index	B-2

#### RATING TERRITORIES SECTION

Rating Territories	T-1 - T-6
--------------------	-----------

#### RATE SECTION

Memorandum	R-1
Stated Amount Rates	R-45, R-46
Approved Motorcycle Training Sites	M-1
Motorcycle Rates	M-2-M-8
Miscellaneous Rating Factors	RF-1
Miscellaneous Motor Vehicles	RF-2, RF-3

**2014  
MEMORANDUM OF CHANGES**

1. Rule 36 Accident Forgiveness

**RULE 35. PersonalPak™ Auto**

**Coverage:**

1. Accidental Airbag Discharge: coverage for repair or restoration of accidental airbag discharge
2. Auto Loan / Lease: We will pay for the unpaid amount on the loan / lease should the vehicle be involved in a total loss within 36 months of purchase date or vehicle with less than 45,000 miles, subject to maximum of \$5,000 greater than the Actual Cash value of the covered auto.
3. Excellent Driver Reward: Deductible reduction for Part 7 or 9 is reduced by \$250 for listed operators licensed at least 6 years with a merit rating code of 99, 98, or 00 involved in a covered loss.
4. New Car Protection: If your vehicle is involved in a total loss within 12 months or 15,000 miles, we will not apply depreciation.
5. Pet Injury: Provides up to \$500 for veterinary costs incurred and up to \$1,000 for costs to replace the insured's dog or cat if it dies in a collision accident while in the insured's vehicle. Certain dog breeds or mixed breeds containing any part of the following are ineligible: Akita, Chow Chow, Doberman Pinscher, German Shepherd, Presa de Presa Canario, Pit Bull or Pit Bull Type, Rottweiler, Shibu Inu and Wolf Hybrid

**Condition:**

This applies only if the Coverage Selection Page indicates that Part 7, Collision and Part 9, Comprehensive coverages apply to your auto.

**Cost:**

If insured is part of an account as defined in Rule 19 A., no charge.

If insured is not part of an account, charge is \$25 per vehicle subject to a maximum charge of \$50 per policy.

**Endorsement:**

ND-0001-S

**RULE 36. ACCIDENT FORGIVENESS**

**Coverage:**

Accident forgiveness means that N&D will waive any premium increase under the Merit Rating Plan resulting from an at-fault accident. At-fault accident means any accident where a claim payment of at least \$500 was made, in excess of any deductible, and where the company has determined that the operator was more than 50% at-fault.

**Conditions:**

1. Accident forgiveness is only provided if:
  - a. This endorsement was purchased before the at-fault accident occurred; and
  - b. The at-fault accident is covered under the policy with N&D, that this endorsement is attached to; and
  - c. This endorsement remains on the policy.
2. The increased Merit Rating premium costs relating to an at-fault accident are waived subject to the following terms and conditions:
  - a. The operator and auto involved in the accident were listed on the Coverage Selections Page at the time of the accident; and
  - b. The operator involved in the accident was not deferred or excluded from coverage; and
  - c. The operator involved in the accident at the time of the accident had a Merit Rating Code of 99 or 98.

- d. The Coverage Selections Page indicates Optional Insurance, Part 9. Comprehensive and either Part 7. Collision or Part 8. Limited Collision apply to your auto involved in the accident.
  - e. The at-fault accident was reported to us by the insured or someone on their behalf within 30 days of the accident.
  - f. Only one at-fault accident per policy will be forgiven at any point in time.
  - g. Only one at-fault accident per operator will be forgiven during a six year experience period.
  - h. Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.
  - i. The Merit Rating Board's surcharge date will be used to determine which at-fault accident is the oldest eligible accident.
  - j. Any other accidents that occur while one accident is forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at-fault accident is reversed by the Board of Appeals.
  - k. Other at-fault accidents will be reflected in the premium based on N&D®'s filed Merit Rating Plan.
  - l. Traffic violations of any kind are not eligible for accident forgiveness.
3. N&D® will remove Accident Forgiveness if:
- a. Insured requests the company to remove this endorsement from the policy; or
  - b. If the operator involved in the accident is no longer listed on the Coverage Selections Page; or
  - c. This policy is canceled and not reinstated by the company.

**Cost:**

7.5% of premium for Coverage Parts 1-12 prior to the application of the Merit Rating Plan.

**Endorsement:**

ND-0003-S

**RULE 37-38.      RESERVED FOR FUTURE USE**

**PRIVATE PASSENGER ENDORSEMENTS - ALPHABETICAL INDEX**

<b>ENDORSEMENTS</b>	<b>FORM NO.</b>
Agreed Amount – Comprehensive	MPY-0034-S
Antique Auto	M-0047-S
Coverage for Anyone Renting An Auto To You	M-0070-S
Coverage for Customized Vans and Pickups	MPY-0037-S
Excess Electronic Equipment Coverage	MPY-0041-S
\$100 Glass Deductible	MPY-0039-S
Guest Occupants Exclusion - Motorcycles	M-0002-S
Massachusetts Mandatory Endorsement	M-0099-S
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S
Notice to Policyholders	ND-0003-PN
Operator Exclusion Form	M-0106-S
Original Equipment Manufacturer Parts Coverage	MPY-0040-S
Stated Amount Coverage	MPY-0027-S
Suspension of Coverage - Reduction of Limits	MPY-0032-S
Transportation of Fellow Employees, Students or Others	M-0004-S
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S
Waiver of Deductible	MPY-0016-S

**FORMS**

Massachusetts Automobile Insurance Policy  
Application for Massachusetts Motor Vehicle Insurance  
Coverage Selections Page  
Massachusetts Renewal Form  
Annual Mileage Discount Form  
Application for Benefits – Personal Injury Protection  
Massachusetts Motor Vehicle Liability Bond  
Notice of Cancellation of the Massachusetts Motor Vehicle Liability Policy  
Notice of Non-Renewal of Your Massachusetts Automobile Insurance Policy  
Notice of Transfer of Insurer

**N&D®** **FORM NO.**

**PERSONAL AUTO FORMS INDEX**  
**(MASSACHUSETTS)**  
For Vehicles Not Subject to the Compulsory Law

FORM TITLEPOLICY	FORM NUMBER
Personal Auto Policy	PP 00 01
Amendment of Policy - Massachusetts	MP 00 99
<b>Endorsements</b>	
Additional Insured – Lessor	PP 03 19
Auto Loan/Lease Coverage	PP 03 35
Certificate of Insurance - Trusts	PP 03 33
Change of Endorsement	PP 03 10
Coverage for Damage to Your Auto (Maximum Limit of Liability)	PP 03 08
Coverage for Damage to Your Auto Exclusion Endorsement	PP 13 01
Customizing Equipment Coverage	PP 03 18
Excess Electronic Equipment Coverage	PP 03 13
Extended Non-Owned Coverage for Vehicles Furnished or Available for Regular Use	PP 03 06
Extended Non-Owned Coverage – Vehicles Furnished or Available for Use as a Public or Livery Conveyance	PP 13 05
Federal Employees using Autos in Government Business	PP 03 01
Joint Ownership Coverage	PP 03 34
Liability Coverage Exclusion Endorsement	PP 03 26
Limited Mexico Coverage	PP 03 21
Miscellaneous Type Vehicle Amendment (Motor Homes)	PP 03 28
Miscellaneous Type Vehicle Endorsement	PP 03 23
Named Non-Owner Coverage	PP 03 22
Optional Limits Transportation Expenses Coverage	PP 03 02
Reinstatement of Insurance	PP 02 02
Single Liability Limit	PP 03 09
Single Underinsured Motorists Limit	PP 04 02
Single Uninsured Motorists Limit	PP 04 01
Snowmobile Endorsement	PP 03 20
Suspension of Insurance	PP 02 01
Towing and labor Costs Coverage	PP 03 03
Trailer/Camper Body Coverage (Maximum Limit of Liability)	PP 03 07
Trip Interruption Coverage	PP 13 02
Trust Endorsement	PP 13 03
Underinsured Motorists Coverage	PP 03 11

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 2003.



**Norfolk & Dedham Mutual Fire Insurance Company**

**NOTICE TO POLICYHOLDERS**

**CAUTION: NO COVERAGE IS PROVIDED BY THIS NOTICE, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES THAT ARE PROVIDED. IF THERE IS A CONFLICT BETWEEN THE POLICY AND THIS SUMMARY NOTICE, THE POLICY SHALL PREVAIL.**

Dear Policyholder,

The policy coverages made as part of the renewal policy you received may differ from those in your existing policy. The changes defined below may impact the amount of coverage available. This Policyholder's Notice summarizes the changes made to your policy.

**Coverage Change**

Due to a recent change on your policy, the Accident Forgiveness Endorsement (ND-0003-S) has been removed from your policy. Points previously waived for an accident will be assigned in accordance with our merit rating plan as of the date that this coverage is removed.

# The Norfolk & Dedham Mutual Fire Insurance Company®

## MASSACHUSETTS ENDORSEMENT – ND-0003-S

### ACCIDENT FORGIVENESS

The terms of the policy apply unless modified below.

#### 1. Accident Forgiveness

Accident forgiveness means that **we** will waive all premium increase under the Merit Rating Plan resulting from an at fault accident. At fault accident means any accident where a claim payment of at least \$500 was made, in excess of any deductible, and where **we** have determined that the operator was more than 50% at fault.

A. We only provide accident forgiveness if:

- (1) This endorsement was purchased before the at fault accident occurred; and
- (2) The at fault accident is covered under your policy with us, that this endorsement is attached to; and
- (3) This endorsement remains on your policy.

B. The increased Merit Rating premium costs relating to an at fault accident are waived subject to the following terms and conditions:

- (1) The operator and **your auto** involved in the accident were listed on the Coverage Selections Page at the time of the accident; and
- (2) The listed operator involved in the accident was not deferred or excluded from coverage; and
- (3) The listed operator involved in the accident at the time of the accident had a Merit Rating Code of 99 or 98.
- (4) The Coverage Selections Page indicates Optional Insurance, Part 9. Comprehensive and either Part 7. Collision or Part 8. Limited Collision as applying to **your auto** involved in the accident.
- (5) The at fault accident was reported to us by **you** or someone on your behalf within 30 days of the accident.
- (6) Only one at fault accident per policy will be forgiven at any point in time.
- (7) Only one at fault accident per listed operator will be forgiven during a six year experience period.
- (8) Where there are multiple at fault accidents per policy, the oldest eligible accident will be forgiven.
- (9) The Merit Rating Board's surcharge date will be used to determine which at fault accident is the oldest eligible accident.
- (10) Any other accidents that occur while one accident is forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at fault accident is reversed by the Board of Appeals.
- (11) Other at fault accidents will be reflected in your premium based on our filed Merit Rating Plan.
- (12) Traffic violations of any kind are not eligible for accident forgiveness.

C. **We** will remove accident forgiveness if:

- (1) **You** request us to remove this endorsement from your policy; or
- (2) If the operator involved in the accident is no longer listed on the Coverage Selections Page; or
- (3) This policy is canceled and not reinstated by the company.

D. If **we** remove this endorsement from your policy **we** will also remove accident forgiveness; policy premium will be adjusted as follows:

- (1) Return premium charged for this endorsement shall be calculated on a pro-rata basis;
- (2) Additional premium for the at fault accident shall be calculated under the Merit Rating Plan on a pro-rata basis.

How we understand Accident Forgiveness will work:

1. The Operator SDIP Points will be reduced by the Surcharge Value from the oldest eligible accident.
2. The Coverage Selections Page will be amended by inserting below Coverage 12., Accident Forgiveness and the applicable premium discount”
3. The premium discount will be equal to the difference in the SDIP charge from the calculated SDIP charge based on 1. above, and the surcharge calculated on the Coverage Selections Page.

**EXAMPLE 1:**

<u>DESCRIPTION</u>	<u>INCIDENT DATE</u>	<u>SURCHARGE DATE</u>	<u>SURCHARGE VALUE</u>
1. Starting Date		01/01/2009	00
2. Improper Equipment	11/04/2009	11/14/2009	00
3. Major At Fault Accident	04/01/2014	08/14/2014	04
4. Operator SDIP Points			04
5. (Not Clean-in-Three)			

The Coverage Selections Page will reflect a Merit Rating Plan charge due to the Operator SDIP Points of 04  
We would waive the 4 points and therefore have an Accident Forgiveness Premium Discount = to the SDIP surcharge.

**EXAMPLE 2:**

<u>DESCRIPTION</u>	<u>INCIDENT DATE</u>	<u>SURCHARGE DATE</u>	<u>SURCHARGE VALUE</u>
1. Starting Date		01/01/2009	00
2. Improper Equipment	11/04/2009	11/14/2009	00
3. Major At Fault Accident	04/01/2014	08/14/2014	04
4. Speeding	11/01/2014	11/08/2014	02
5. Operator SDIP Points			06
6. (Not Clean-in-Three)			

The Coverage Selections Page will reflect a Merit Rating Plan charge due to the Operator SDIP Points of 06  
We would waive the 4 points and therefore have an Accident Forgiveness Premium Discount:

(Merit Rating Plan charge due to SDIP Points 02) – (Merit Rating Plan charge due to the Operator SDIP Points of 06)

## TABLE OF CONTENTS

### SECTION I - GENERAL RULES

Rule No.		Page
1	Massachusetts Automobile Insurance Policy - Eligibility	1
2	Coverages and Limits	1
3	Mandatory Offer of Coverage	2
4	Standard Procedures	2
5	Residence and Location	4
6	Out-of-State Garaging	4
7	Policy Period	4
8	Changes	5
9	Motor Vehicle Registration Certificates	5
10	Certified Risks - Financial Responsibility Laws	6
11	Premium Calculation Rule	7
12	Whole Dollar Premium Rule	9
13	Installment Payment of Premiums	9
14	Deposit Premium Rule	9
15	Employers Subject to Massachusetts Workers Compensation Act	9
16	Deductibles - Parts 7, 8 and 9	9
17	Substitute Transportation	9
18	Termination of Insurance	9
19	Discounts	15
20	Model Year Rating	18
21	Category Rating and Category Rating Factors	19
22	Non-Symbolled Vehicles and Rating Vehicles for which symbols are not shown on the Rate Pages	20
23	High Theft Vehicles	22
24	Extra Risk Rating (Collision and Comprehensive)	22
25	Vehicle Series Rating	23
26	Rating Factors	24

### SECTION II - PRIVATE PASSENGER AUTOMOBILES

27	Private Passenger Definition	31
28	Private Passenger Classifications	31
29	Tier Assignment	35
30	Personal Injury Protection - Deductible Form	35
31	Transportation of Fellow Employees	36
32	Non-Symbolled Pick-Ups, Vans, and Similar Type Vehicles	36
33	Towing and Labor	36
34	Trailers Designed for Use With Private Passenger Motor Vehicles	36
35	PersonalPak™ Auto	37
36	Accident Forgiveness	37
37-38	Reserved for Future Use	387

### SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES

39	Motor Homes/Camper Bodies	398
40	Antique Motor Cars and Antique Motorcycles	398
41	Stated Amount Coverage	4039
42-43	Reserved for Future Use	4039
44	Motorcycles, Motorscooters, Mopeds and Similar Motor Vehicles	4039
45	Agreed Amount Coverage – Comprehensive	4140
46	Excess Electronic Equipment Coverage	4244
47	Customized Vans and Pickups	4244
48	Original Equipment Manufacturer Parts Coverage	4244

## SECTION IV - NON-OWNED AUTOMOBILES

Rule No.		Page
49	Named Non-Owner Policy	4 <del>43</del>
50	Use of Other Automobiles	4 <del>43</del>
51-53	Reserved for Future Use	4 <del>54</del>

## SECTION V - SUPPLEMENTAL INFORMATION

54	Anti-Theft Device Standards and Discounts	4 <del>65</del>
55	Pre-Insurance Inspection Program	5 <del>24</del>
56	Merit Rating Plan	5 <del>43</del>
57	Reserved for Future Use	5 <del>65</del>
58	Registry of Motor Vehicles Procedures	5 <del>65</del>

## ADDITIONAL ITEMS

Private Passenger Endorsement Index	B-1
Personal Auto Forms Index	B-2

## RATING TERRITORIES SECTION

Rating Territories	T-1 - T-6
--------------------	-----------

## RATE SECTION

Memorandum	R-1
Stated Amount Rates	R-45, R-46
Approved Motorcycle Training Sites	M-1
Motorcycle Rates	M-2-M-8
Miscellaneous Rating Factors	RF-1
Miscellaneous Motor Vehicles	RF-2, RF-3

201~~4~~3  
MEMORANDUM OF CHANGES

- ~~1. Revised Base Rates – Motorcycles~~
- ~~2. Adopted AIB's Territorial Changes – Motorcycles~~
1. Rule 36 Accident Forgiveness

**RULE 35. PersonalPak™ Auto**

**Coverage:**

1. Accidental Airbag Discharge: coverage for repair or restoration of accidental airbag discharge
2. Auto Loan / Lease: We will pay for the unpaid amount on the loan / lease should the vehicle be involved in a total loss within 36 months of purchase date or vehicle with less than 45,000 miles, subject to maximum of \$5,000 greater than the Actual Cash value of the covered auto.
3. Excellent Driver Reward: Deductible reduction for Part 7 or 9 is reduced by \$250 for listed operators licensed at least 6 years with a merit rating code of 99, 98, or 00 involved in a covered loss.
4. New Car Protection: If your vehicle is involved in a total loss within 12 months or 15,000 miles, we will not apply depreciation.
5. Pet Injury: Provides up to \$500 for veterinary costs incurred and up to \$1,000 for costs to replace the insured's dog or cat if it dies in a collision accident while in the insured's vehicle. Certain dog breeds or mixed breeds containing any part of the following are ineligible: Akita, Chow Chow, Doberman Pinscher, German Shepherd, Presa de Presa Canario, Pit Bull or Pit Bull Type, Rottweiler, Shibu Inu and Wolf Hybrid

**Condition:**

This applies only if the Coverage Selection Page indicates that Part 7, Collision and Part 9, Comprehensive coverages apply to your auto.

**Cost:**

If insured is part of an account as defined in Rule 19 A., no charge.

If insured is not part of an account, charge is \$25 per vehicle subject to a maximum charge of \$50 per policy.

**Endorsement:**

ND-0001-S

**RULE 36. ACCIDENT FORGIVENESS**

**Coverage:**

Accident forgiveness means that N&D will waive any premium increase under the Merit Rating Plan resulting from an at-fault accident. At-fault accident means any accident where a claim payment of at least \$500 was made, in excess of any deductible, and where the company has determined that the operator was more than 50% at-fault.

**Conditions:**

1. Accident forgiveness is only provided if:
  - a. This endorsement was purchased before the at-fault accident occurred; and
  - b. The at-fault accident is covered under the policy with N&D, that this endorsement is attached to; and
  - c. This endorsement remains on the policy.
2. The increased Merit Rating premium costs relating to an at-fault accident are waived subject to the following terms and conditions:
  - a. The operator and auto involved in the accident were listed on the Coverage Selections Page at the time of the accident; and
  - b. The operator involved in the accident was not deferred or excluded from coverage; and
  - c. The operator involved in the accident at the time of the accident had a Merit Rating Code of 99 or 98.



- d. The Coverage Selections Page indicates Optional Insurance, Part 9. Comprehensive and either Part 7. Collision or Part 8. Limited Collision apply to your auto involved in the accident.
- e. The at-fault accident was reported to us by the insured or someone on their behalf within 30 days of the accident.
- f. Only one at-fault accident per policy will be forgiven at any point in time.
- g. Only one at-fault accident per operator will be forgiven during a six year experience period.
- h. Where there are multiple at-fault accidents per policy, the oldest eligible accident will be forgiven.
- i. The Merit Rating Board's surcharge date will be used to determine which at-fault accident is the oldest eligible accident.
- j. Any other accidents that occur while one accident is forgiven, will not qualify for Accident Forgiveness unless the surcharge for the older at-fault accident is reversed by the Board of Appeals.
- k. Other at-fault accidents will be reflected in the premium based on N&D®'s filed Merit Rating Plan.
- l. Traffic violations of any kind are not eligible for accident forgiveness.

3. N&D® will remove Accident Forgiveness if:

- a. Insured requests the company to remove this endorsement from the policy; or
- b. If the operator involved in the accident is no longer listed on the Coverage Selections Page; or
- c. This policy is canceled and not reinstated by the company.

**Cost:**

7.5% of premium for Coverage Parts 1-12 prior to the application of the Merit Rating Plan.

**Endorsement:**

ND-0003-S

**RULE 37-38. RESERVED FOR FUTURE USE**

**PRIVATE PASSENGER ENDORSEMENTS - ALPHABETICAL INDEX**

<b>ENDORSEMENTS</b>	<b>FORM NO.</b>
Agreed Amount – Comprehensive	MPY-0034-S
Antique Auto	M-0047-S
Coverage for Anyone Renting An Auto To You	M-0070-S
Coverage for Customized Vans and Pickups	MPY-0037-S
Excess Electronic Equipment Coverage	MPY-0041-S
\$100 Glass Deductible	MPY-0039-S
Guest Occupants Exclusion - Motorcycles	M-0002-S
Massachusetts Mandatory Endorsement	M-0099-S
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S
<u>Notice to Policyholders</u>	<u>ND-0003-PN</u>
Operator Exclusion Form	M-0106-S
Original Equipment Manufacturer Parts Coverage	MPY-0040-S
Stated Amount Coverage	MPY-0027-S
Suspension of Coverage - Reduction of Limits	MPY-0032-S
Transportation of Fellow Employees, Students or Others	M-0004-S
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S
Waiver of Deductible	MPY-0016-S
<b>FORMS</b>	
Massachusetts Automobile Insurance Policy	
Application for Massachusetts Motor Vehicle Insurance	
Coverage Selections Page	
Massachusetts Renewal Form	
Annual Mileage Discount Form	
Application for Benefits – Personal Injury Protection	
Massachusetts Motor Vehicle Liability Bond	
Notice of Cancellation of the Massachusetts Motor Vehicle Liability Policy	
Notice of Non-Renewal of Your Massachusetts Automobile Insurance Policy	
Notice of Transfer of Insurer	
<b>N&amp;D®</b>	<b>FORM NO.</b>

**PERSONAL AUTO FORMS INDEX**  
**(MASSACHUSETTS)**  
 For Vehicles Not Subject to the Compulsory Law

FORM TITLEPOLICY	FORM NUMBER
Personal Auto Policy	PP 00 01
Amendment of Policy - Massachusetts	MP 00 99
<b>Endorsements</b>	
Additional Insured – Lessor	PP 03 19
Auto Loan/Lease Coverage	PP 03 35
Certificate of Insurance - Trusts	PP 03 33
Change of Endorsement	PP 03 10
Coverage for Damage to Your Auto (Maximum Limit of Liability)	PP 03 08
Coverage for Damage to Your Auto Exclusion Endorsement	PP 13 01
Customizing Equipment Coverage	PP 03 18
Excess Electronic Equipment Coverage	PP 03 13
Extended Non-Owned Coverage for Vehicles Furnished or Available for Regular Use	PP 03 06
Extended Non-Owned Coverage – Vehicles Furnished or Available for Use as a Public or Livery Conveyance	PP 13 05
Federal Employees using Autos in Government Business	PP 03 01
Joint Ownership Coverage	PP 03 34
Liability Coverage Exclusion Endorsement	PP 03 26
Limited Mexico Coverage	PP 03 21
Miscellaneous Type Vehicle Amendment (Motor Homes)	PP 03 28
Miscellaneous Type Vehicle Endorsement	PP 03 23
Named Non-Owner Coverage	PP 03 22
Optional Limits Transportation Expenses Coverage	PP 03 02
Reinstatement of Insurance	PP 02 02
Single Liability Limit	PP 03 09
Single Underinsured Motorists Limit	PP 04 02
Single Uninsured Motorists Limit	PP 04 01
Snowmobile Endorsement	PP 03 20
Suspension of Insurance	PP 02 01
Towing and labor Costs Coverage	PP 03 03
Trailer/Camper Body Coverage (Maximum Limit of Liability)	PP 03 07
Trip Interruption Coverage	PP 13 02
Trust Endorsement	PP 13 03
Underinsured Motorists Coverage	PP 03 11

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
 Copyright, Insurance Services Office, Inc., 2003.

**Norfolk & Dedham Mutual Fire Insurance Company  
Massachusetts Private Passenger Auto**

**Voluntary Rate Effects**

**Effective Date: 1/1/2014**

**Accident Forgiveness Competitive Analysis – Exhibit I**

In order to set an appropriate rate for our Accident Forgiveness Endorsement, N&D® looked at the following competitors' Accident Forgiveness Programs to determine a \$75 per policy premium fee for policies with an Account Credit and a \$100 per policy premium fee for policies without an Account Credit.

Allstate's Your Choice Gold Endorsement: 8% of vehicle premium

Allstate's Your Choice Platinum Endorsement: 15% of vehicle premium

Liberty Mutual's Advantage Plus Endorsement: 10% of policy premium

Hanover's Drive Smart Endorsement: 5% of policy premium

Hanover's Drive Smart Advantage Endorsement: 12% of policy premium

Commerce's Accident Forgiveness Endorsement: 10% of policy premium