

ANNUAL MILEAGE DISCOUNT FORM

This form will be used only for automobile insurance purposes. It is extremely important that all questions be answered completely and returned to your agent or company representative. Your failure to provide the information requested may affect your eligibility for any discount or may result in the cancellation of your policy.

ISSUED BY: Occidental Fire & Casualty Co.

Please return by _____]

NAME AND ADDRESS OF INSURED:

Policy Number:
[Producer:]

In order to verify the annual mileage Discount on your automobile insurance policy, please complete and return this form.

	<u>Auto 1</u>	<u>Auto 2</u>	<u>Auto 3</u>
Year and Make of auto	_____	_____	_____
Vehicle Identification Number	_____	_____	_____
Current odometer reading	_____	_____	_____
Reports the number of miles the auto was driven in the past twelve (12) months	_____	_____	_____
• number of days per month	_____	_____	_____
• number of miles one way	_____	_____	_____
• address where auto is parked during work or school hours.	_____	_____	_____
Is the auto used in your business or occupation?	_____	_____	_____

The information provided is accurate and complete.

Signature

Date Completed

Occidental Fire & Casualty Company
***** LEGAL NOTICE OF NON-RENEWAL *****
Massachusetts

Insured:
Address:

Agent Name:
Agent Number:

Date of Mailing:

Policy#:

Policy Expiration Date: , 12:01am

Vehicle Year #1:

Vehicle Make #1:

V.I.N. #1:

Vehicle Year #2

Vehicle Make #2:

V.I.N. #2:

Vehicle Year #3

Vehicle Make #3:

V.I.N. #3:

You are hereby notified in compliance with the terms and conditions of your insurance policy and according to the law that your insurance policy will terminate/expire on the Notice Effective Date listed above.

Massachusetts Law provides that no insurance company shall refuse to renew a motor vehicle liability policy based on the ownership or operation of a motor vehicle because of age, sex, race, occupation, marital status or principal place of garaging of the vehicle.

Your policy is being cancelled or non-renewed due to:

IMPORTANT NOTICE TO POLICYHOLDERS

You must have compulsory motor vehicle insurance in order to keep your motor vehicle registered in Massachusetts. We have notified the Registrar of Motor Vehicles and you of our intent to non-renew your motor vehicle insurance policy.

You must replace your policy as soon as possible. The Registrar of Motor Vehicles will cancel your motor vehicle registration if it does not receive a new certificate of insurance covering your motor vehicle before your current policy expires. You may contact an insurance company directly, or work with a licensed insurance agent to obtain new insurance from a company that the insurance agent represents.

If no insurance company is willing to insure you, 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 to the plan. If you apply for insurance through the plan, you will 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 insurance coverage that was not renewed.

This notice shall not be deemed a refusal under Section 113D of chapter 175 of the General Laws of the commonwealth of Massachusetts to issue a motor vehicle liability policy or to execute a motor vehicle liability

Occidental Fire & Casualty Company
PO Box 13119, Scottsdale, AZ 85267

Jeffrey L. Ellis
Company Representative

**Occidental Fire & Casualty Company
PO BOX 13119, SCOTTSDALE, AZ 85267**

**LEGAL NOTICE OF CANCELLATION
Massachusetts**

Insured:
Address:

Agent Name:
Agent Number:

Date of Notice:

Policy#:

Effective date of Cancellation: , 12:01am

Vehicle Year/Make/Model:
V.I.N. # 1:

Vehicle Year/Make/Model:
V.I.N. # 2:

Vehicle Year/Make/Model
V.I.N. #3:

Specific Reason(s) for Cancellation (Company must specify the particular reason(s) and must state the substance of the matter(s) relied on for cancellation):

[NON-PAYMENT OF INSURANCE PREMIUM FOR THE POLICY IDENTIFIED ABOVE.]

You are hereby notified that the Massachusetts Motor Vehicle Liability Policy, herein designated, issued to you by the above company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 A.M. on the effective date of cancellation 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 to accordance with the terms of the policy.

In accordance with the provisions of Section 113A of Chapter 175 of the General Laws, as amended, notice of this cancellation will be sent to the Registrar of Motor Vehicles of the Commonwealth of Massachusetts on the effective date of cancellation stated above.

**By: Jeffrey L. Ellis
Authorized Representative**

IMPORTANT NOTICE: Please read carefully the information below which outlines your legal rights under the compulsory insurance law 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. You 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 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 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.

**Occidental Fire & Casualty Company
PO BOX 13119, SCOTTSDALE, AZ 85267**

**LEGAL NOTICE OF CANCELLATION FOR NON-PAYMENT
Massachusetts**

Insured:
Address:

Agent Name:
Agent Number:

Date of Notice:

Policy#:

Effective date of Cancellation: , 12:01 am

AMOUNT DUE: \$

Vehicle Year/Make/Model:
V.I.N. # 1:

Vehicle Year/Make/Model:
V.I.N. # 2:

Vehicle Year/Make/Model:
V.I.N. #3:

Specific Reason(s) for Cancellation (Company must specify the particular reason(s) and must state the substance of the matter(s) relied on for cancellation):

[NON-PAYMENT OF INSURANCE PREMIUM FOR THE POLICY IDENTIFIED ABOVE.]

You are hereby notified that the Massachusetts Motor Vehicle Liability Policy, herein designated, issued to you by the above company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 A.M. on the effective date of cancellation 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 to accordance with the terms of the policy.

In accordance with the provisions of Section 113A of Chapter 175 of the General Laws, as amended, notice of this cancellation will be sent to the Registrar of Motor Vehicles of the Commonwealth of Massachusetts on the effective date of cancellation stated above.

[This cancellation will not take effect if the full amount due shown above is paid on or prior to the effective date of cancellation.]

By: Jeffrey L. Ellis
Authorized Representative

IMPORTANT NOTICE: Please read carefully the information below which outlines your legal rights under the compulsory insurance law 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. You 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 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 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.

MASSACHUSETTS RENEWAL FORM

ISSUED BY: Occidental Fire & Casualty Co.

Policy Number

[Producer]:

NAME AND ADDRESS OF INSURED

Policy Renewal Date:

The information contained on this form and your Declarations Page indicates the coverages you have purchased, and the auto(s) that you are insuring.

It will not be necessary to return this form to your agent or company representative unless you wish to make any changes or unless the information contained on the Declarations Page and in this form is inaccurate or obsolete. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges, including the description, ownership, type of usage and place of garaging of the auto(s) and the household members and individuals who customarily operate the auto(s).

VEHICLE INFORMATION

If a notation is shown, or records

Indicate that your auto(s) is:

Auto 1

Auto 2

Auto 3

Auto 1

Auto 2

Auto 3

1. Used in Business.

4. (a) Equipped with electronic equipment that reproduces audio, visual or data signals that has been permanently installed but not in the location used by the auto manufacturer.

2. Used to transport (for a fee)

Fellow Employees, Passengers, Students, or Persons employed by you.

(b) Equipped with custom furnishings or custom equipment (applicable to vans or pick-up trucks)

3. Our information indicates that your auto (s) is principally garaged in:

DRIVER INFORMATION

According to our information listed operator # _____ has

(a) had two (2) or more "total loss" insurance claims because of auto theft or fire.

(b) been convicted of vehicular homicide, auto insurance related fraud or auto theft.

If this information is not accurate please explain:

Check carefully that all persons, whether or not household members, who customarily operate your auto(s) are shown on the Declarations Page. If the information on the Declarations Page is incorrect or if you are adding an operator, or making any other changes in Operator Status, please complete the following and return to your agent or company representative.

Operator No.	Operator Name	Date Of Birth	License Number	License State	Date First Licensed if Less Than 6 Years

Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

NOTICE: It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone 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 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.

PLEASE CONTINUE AND COMPLETE INFORMATION ON REVERSE

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 a merit rating plan.

If there are any additional operators, please complete the following:

During the last six years has any newly added operator:

- | | | | | | |
|---|--------------------------|--------------------------|---|--------------------------|--------------------------|
| | Yes | No | | Yes | No |
| (A) been involved in any Motor Vehicle accident or been found guilty of any moving violation? | <input type="checkbox"/> | <input type="checkbox"/> | (C) had two (2) or more "total loss" insurance claims because of auto theft or fire? | <input type="checkbox"/> | <input type="checkbox"/> |
| (B) been assigned to an Alcohol Education Program? | <input type="checkbox"/> | <input type="checkbox"/> | (D) been convicted of vehicular homicide, auto insurance related fraud or auto theft? | <input type="checkbox"/> | <input type="checkbox"/> |

If "yes" please complete:

Operator Name	Description of Incident	Date

If in the last six years any newly added operator had a driver's license in the United States or certain countries whose records are electronically available, we will obtain that official driving record(s), which will be used to assign merit rating points to you.

LICENSE INFORMATION

Once you or the principal operator listed on this form become a resident of Massachusetts, you or the principal operator must obtain a Massachusetts driver's license. A resident of another state may drive in Massachusetts with a currently valid license issued by the individual's state of residence. A visitor from another country who is at least 18 years old and has a valid license issued by a country accepted by the Registrar of Motor Vehicles (in accordance with the 1949 Road Traffic Convention or the 1943 Inter-American Automotive Traffic Convention) may legally drive in Massachusetts for up to one year from the date of arrival in the United States. The failure by you or the principal operator to be properly licensed to operate a motor vehicle in Massachusetts may result in the non-renewal of the automobile insurance policy. For information about the Massachusetts requirements for driver's licenses, please consult the Registry of Motor Vehicles website at www.mass.gov/rmv.

DISCOUNTS

The premium for certain Coverage Parts may have been reduced because you are eligible for one or more discounts. Please check the information under the Discount Section on the Declarations Page and notify your agent or company representative if any changes are to be made. The Annual Mileage Discount is now determined by the actual mileage driven in the previous policy year, provided it can be verified by the company.

ADDITIONAL INFORMATION

Please indicate any additional changes or coverage revisions you may wish to make to your policy. If your auto is equipped with any of the items listed in Question 4 of the Vehicle Information section you may need to insure the item. Contact your agent or company representative for details.

_____ Date

_____ Signature

AUTOMOBILE INSURANCE APPLICATION

Agent: _____ Customer Service: (800) 233-1880
 Claims Service: (800) 223-5994
 Online Service: www.occiquote.com

Applicant: _____ Policy #: _____
 Effective Date: _____, _____ AM or PM
 Expiration Date: _____, 12:01 a.m.

DRIVER INFORMATION LIST ALL MEMBERS OF THE HOUSEHOLD 15 YEARS AND OLDER AND ANY OTHER OPERATOR(S)					
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Name	D/O/B	License #	Date First Licensed	Driver Training Y/N	SR22: Case #/SS #

ACCIDENT/VIOLATION HISTORY	
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VEHICLE INFORMATION			
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Year/Make/Model	V.I.N.	Sym.	Lienholder/Additional Interest

COVERAGE SELECTIONS & PREMIUMS						
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COVERAGES	VEHICLE 1	VEHICLE 2	VEHICLE 3	VEHICLE 3		
Bodily Injury						
Property Damage						
Personal Injury Protection						
Work Loss Income						
Uninsured Motorists						
Optional Bodily Injury						
Medical Payment						
Collision						
Limited Collision						
Other than Collision						
Underinsured Motorist						
Glass Coverage						
Road Protection Coverage						
Subtotal						
Policy Fee		\$25.00	SR22 Fee	\$25.00		

Total Policy Cost:	Down Payment:	Monthly Installments:
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Underwriting Questions	Y/N	Explanations
1. Been Involved in any motor vehicle accident or been found guilty of any moving violation?		
2. Been assigned to an alcohol education program?		
3. Been convicted of vehicular homicide, auto related fraud, auto theft, or DUI of alcohol or drugs?		
4. Have you been a resident of the state of Massachusetts for more than 12 months?		
5. Do you presently owe any motor vehicle premium, payable in the last 12 months?		
6. Have you been continuously insured for the past 12 months?		
7. Are any listed operators included on another policy or do they have their own Massachusetts personal automobile policy? (List operator #, insurance company, and policy #)		
8. Is any auto used to transport (To or from work or school): A. Fellow employees, passengers or students, for a fee? B. Persons employed by you?		
9. Is any van or pick-up equipped with custom furnishings or custom equipment?		
10. Is any auto equipped with electronic equipment permanently installed but not in locations used by the auto manufacturer for such equipment?		
11. Is any auto used in business?		
12. If any auto(s) to be insured is titled with a salvage title issued by the Mass Registry of Motor Vehicles, Please indicate. (Salvage title vehicles are not eligible for Physical Damage Coverage)		

Veh	Terr	Class	Use	Pts	Passive Restraint	Anti-Lock	Anti-Theft	Class 15 discount	Annual Mileage	Paid in Full	Unv. MVR	Special Risk
1												
2												
3												

NAMED DRIVER EXCLUSION

It is agreed that the person named below will not operate the vehicles(s) described below, or any replacement thereof, under any circumstances whatsoever.

Name & Date of Birth of Excluded Driver(s): _____

Vehicle Description: _____

I am aware that under the terms of my Massachusetts Automobile Insurance Policy, if I, or someone on my behalf, provides 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 then answers given for all listed operators. Payments under Uninsured Motorist & Property Damage may also be limited to those 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 under the Merit Rating Plan.

Applicant's Signature:
PA 16 11 04 09

Date:

NEVER BEEN LICENSED DRIVER STATEMENT

I declare that _____, a resident of my household who is of legal driving age, does not have a driver's license, whether valid, suspended or revoked, in any state.

Applicant's Signature: _____

Date: _____

INTERNET PAYMENT AUTHORIZATION & CUSTOMER RECEIPT

I authorize Occidental Fire & Casualty and/or its assigns, to use Electronic Funds Transfer (EFT), a bank draft, or my credit/debit card for an insurance premium payment across the Internet for the amount of \$_____.

This authorization applies to this one payment only. This payment is to be applied to policy #: _____.

Account Identification: _____

Payee Name

Payee Signature

Date

IMPORTANT NOTICE TO APPLICANT AND APPLICANT'S STATEMENT

I apply to the Company for a policy of insurance based upon the information I have supplied and the statements I have made herein. I agree that if such information is false, misleading, or would materially affect acceptance of the risk by the Company, or if the payment for this policy made by me or on my behalf (except by the agent or broker), is not honored by the payer (bank), coverage may be canceled.

I understand that if my premium check, intended to be the down payment or full payment, is returned unpaid by the bank, the policy will be null and void, no coverage will be provided, and I will be subject to applicable fees.

If information developed by the Company indicates there should be a different classification or premium than indicated above, I authorize the Company to endorse or issue the policy to reflect the proper rate(s) and terms.

I declare that all the statements contained in this application are complete and true to the best of my knowledge as to this date. I understand that the company may exchange payment of premium information and accident or claim information with my previous automobile insurance company.

Applicant's Signature: _____

Date: _____

The information contained in this application is as told to me by the applicant and is true and complete to the best of my knowledge.

Brokering Agent's Signature: _____

Date: _____

Print/Type Brokering Agent's Name: _____

Massachusetts License #: _____

AUTOMOBILE POLICY DECLARATIONS

Policy Number:
Policy Period:
Effective:

Representing
OCCIDENTAL FIRE & CASUALTY
COMPANY OF NORTH CAROLINA

COVERED VEHICLE(S):

VEHICLE 1:

Year Sym Description

Vehicle ID Number:

Registration Plate Number:

Driver: Terr:

Garage Location:

Loss Payee/Lessor:

VEHICLE 2:

Year Sym Description

Vehicle ID Number:

Registration Plate Number:

Driver: Terr:

Garage Location:

Loss Payee/Lessor:

VEHICLE 3:

Year Sym Description

Vehicle ID Number:

Registration Plate Number:

Driver: Terr:

Garage Location:

Loss Payee/Lessor:

DRIVER(S) LISTED ON THIS POLICY:

DRV	Driver Name	DOB	Sex	MS	Drv Lic	SR-22	Driver Pts
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1.

2.

3.

EXCLUDED DRIVERS:

POLICY ENDORSEMENTS: <small>(FORMS, ENDORSEMENTS, AND EXCEPTIONS TO CONDITIONS APPLYING TO THIS POLICY ARE SHOWN BELOW)</small>	DISCOUNTS / SURCHARGES:
<p>COUNTERSIGNED: _____ DATE: _____ BY: Authorized Representative</p>	

OCCIDENTAL FIRE & CASUALTY
COMPANY of NORTH CAROLINA

P.O. Box 10800
Raleigh, North Carolina 27605

PERSONAL AUTO POLICY

MASSACHUSETTS

Read your Policy carefully
For Customer Service, call your agent or 800-233-1880

Automobile Insurers Bureau

Massachusetts Automobile Insurance Policy

Please read your policy. Part of the policy is a page marked "Coverage Selections." 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.

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Coverage Selections Page	
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Introduction

1

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

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

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

Compulsory Insurance

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

Optional Insurance

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

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

Please read the whole policy to see what kinds of insurance are available to cover these different situations. At the same time, you should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will 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.

2

Definitions

Throughout this policy:

1. **We, Us** or **Our** – refers to the company issuing this policy.
2. **You** or **Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page.
3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the owner- ship, maintenance or use of an auto.
4. **Auto** – means a land motor vehicle or **trailer** but does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or **trailer** while it is located for use as a residence or premises. We will consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
 - D. Any vehicle not subject to Massachusetts Motor Vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).

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

5. **Your Auto** – means:
 - A. The vehicle or vehicles described on the Coverage Selections Page.
 - B. Any auto while used as a temporary substitute for the described auto while that auto is out of normal use because of a breakdown, repair, servicing, loss or destruction. But the term “your auto” does not include a substitute vehicle owned by you or your spouse.
 - C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing,

maintaining or repairing furnishings or equipment.

Under Parts 1, 2, 3, 4, 5 and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

6. Trailer – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

7. Occupying – means in, upon, entering into, or getting out of.

8. Collision – means the accidental upset of **your auto** or any physical contact of **your auto** with another object.

9. Household Member – means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.

10. Pedestrian – includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

Our Agreement

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

We agree to provide the insurance protection you purchased for accidents 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.

4

Compulsory Insurance

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

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

Your Compulsory Insurance does not pay for any damage to **your auto** 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 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 auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay:

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

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

If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If someone covered under this Part is using an auto he or she

does not own at the time of the accident, the owner's auto insurance must pay its limits before we pay. Then, we will pay, up to the limits shown on your Coverage Selections Page, for any damages not covered by that insurance.

**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 any one accident, we will pay as many people as are injured, but the most we will pay for injuries to any one person is \$8,000. This is the most we will pay no matter how many autos or premiums are shown on the Coverage Selections Page.

We will pay three kinds of benefits:

A. Medical Expenses

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

B. Lost Wages

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

C. Replacement Services

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

We will pay PIP benefits to or for:

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

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Compulsory Insurance (Continued)

Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

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

If the accident is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time – usually thirty days. If the accident is outside Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.

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

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

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

We will not pay PIP benefits to or for:

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

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

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.

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Compulsory Insurance (Continued)

Sometimes the company insuring the auto responsible for an accident will deny coverage or become insolvent. We consider such an auto to be uninsured for purposes of this Part. However, we do not consider an auto owned by a governmental unit which is self-insured, or by someone who is legally self-insured, to be an uninsured auto.

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

We will pay damages to or for:

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

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

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

We will not pay damages to or for you, if struck by, or while **occupying**

an auto you own and which does not have Massachusetts compulsory auto insurance.

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

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

1. Anyone injured while **occupying your auto** while it is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. Anyone injured while using an auto without the consent of the owner.
3. Anyone injured while an auto is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

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

1. The amount recovered from any legally responsible person 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 on your Coverage Selections Page.

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

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Compulsory Insurance (Continued)

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

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

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

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

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

We will not pay for property damage which occurs:

1. While **your auto** is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.
3. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or to pick-up trucks, vans, or similar vehicles

not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

4. While a **household member**, other than your spouse, is using an auto which you or any **household member** owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
5. While you or your spouse, if a **household member**, is using an auto which you or your spouse, if a **household member**, owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
6. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.
7. When the property damage is caused by anyone using an auto without the consent of the owner.

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

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limit shown on the Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner's auto insurance.

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

This Part is Compulsory. You must have limits of at least \$5,000. However, you may want to buy more protection. Higher limits may be purchased if agreed upon by you and by us. However, \$5,000 is the most we will pay for property damage caused by an auto covered under this Part which is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

12 Optional Insurance

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

With the exception of Towing and Labor (Part 11), we must sell you any or all of the Optional coverages you wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that we may refuse to sell Collision (Part 7) and Comprehensive (Part 9), or both, in certain specified instances.

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

We will not pay under any of the Optional coverages:

1. If the accident happens while **your auto** is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. For loss of or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, unless it has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. If the electronic equipment is permanently installed but not in locations used by the auto manufacturer, we will only pay up to \$1,000 for loss to such equipment.

Electronic Equipment includes but is not limited to:

- A. Radios and Stereos;
- B. Cassette and Compact Disc Systems;
- C. Navigation Systems, Internet Access Systems, and Personal Computers;
- D. Video Entertainment Systems, Telephones and Televisions;
- E. Two-way mobile radios, Scanners and Citizens Band Radios

Tapes, discs, cassettes, and other media are not covered.

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3. For loss of or damage to any custom furnishings or custom equipment in or upon any pick-up truck, van or similar vehicle. Custom furnishings or custom equipment include but are not limited to the following items: special carpeting and insulation, furniture, bars, television receivers, facilities for cooking and sleeping, height-extending roofs, custom murals, paintings or other decals or graphics.
 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 auto** with your consent.

Part 5.
Optional Bodily
Injury to Others

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

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

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

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 a **household member**, other than your spouse, is using an auto which you or any **household member** owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
3. For injuries resulting from an accident while you or your spouse, if a **household member**, is using an auto which you or your spouse, if a **household member**, owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
4. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.

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Optional Insurance (Continued)

5. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or to pick-up trucks, vans, or similar vehicles not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

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

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

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner’s auto insurance must pay its limits before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limits shown on your Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner’s auto insurance.

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

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

We must sell you limits up to \$35,000 per person and \$80,000 per accident if you want to buy them. Higher limits may be purchased if agreed upon by you and by us. However, while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity, the most we will pay is the required minimum limits.

Part 6. Medical Payments Under this Part, we will pay reasonable expenses for necessary medical and funeral services incurred as a result of an accident.

We will pay for expenses resulting from bodily injuries to anyone **occupying your auto** at the time of the accident. We will also pay for expenses resulting from bodily injuries to you or any **household member** if struck by an auto or if **occupying** someone else's auto at the time of the accident.

We will not pay for expenses resulting from injuries to:

1. Anyone injured while in a vehicle which had been placed off the public roads for use as a residence.
2. Anyone injured in the course of employment in selling, servicing, repairing or parking autos if that person is entitled to workers' compensation benefits.
3. Anyone employed by you or your spouse who is injured in the course of employment. This exception does not apply to any domestic employee who is not entitled to any workers' compensation benefits.
4. Anyone injured while **occupying** an auto without a reasonable belief that he or she had the consent of the owner to do so.
5. A **household member**, other than your spouse, while occupying or struck by an auto owned or regularly used by you or any **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.
6. You or your spouse, if a **household member**, while occupying or struck by an auto owned or regularly used by you or your spouse unless a premium for this Part is shown for that auto on 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 any one person as a result of any one accident is shown on the Coverage Selections Page. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

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Optional Insurance (Continued)

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

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

We must sell you limits of \$5,000 per person if you want to buy them. Higher limits may be purchased if agreed upon by you and us. However, while an auto covered under this Part is being operated in a prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity, the most we will pay is the required minimum limits.

Part 7. Collision

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to physically repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. The most we will pay will be either the actual cash value of the auto or the cost to physically repair the auto, whichever is less. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part.

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

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

We will not pay for a **collision** loss for an accident which occurs while **your auto** is being operated by a **household member** who is not listed as an operator on

this policy. Payment is withheld when the **household member**, if listed, would require the payment of additional premium on this policy because:

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

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

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

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

Part 8.

Limited Collision

Under this Part, we will pay in some situations for direct and accidental damage to **your auto** caused by a **collision**. We will also pay in these situations for damage to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to physically repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. The most we will pay will be either the actual cash value of the auto or the cost to physically repair the auto, whichever is less. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part.

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

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

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Optional Insurance (Continued)

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

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

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

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

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

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

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

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

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

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

**Part 9.
Comprehensive**

Under this Part, we will pay for direct and accidental damage to or loss of **your auto** other than damage caused by **collision**. We will also pay for such damage or loss to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to physically repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of loss. The most we will pay will be either the actual cash value of the auto or the cost to physically repair the auto, whichever is less. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part. We will reimburse you for substitute transportation expenses if **your auto** is stolen.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page. Your deductible does not apply to glass breakage or substitute transportation expenses following a theft.

We will not pay for such damage or loss to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity. This Part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

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Optional Insurance (Continued)

We consider glass breakage when not involving other collision loss, and the following types of losses to be Comprehensive and not Collision losses: losses caused by vandalism, fire and theft, missiles, falling objects, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, riot or contact with a bird or animal.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time. After that, we will reimburse you up to \$15 a day to a maximum of \$450.

Your right to reimbursement stops on the day **your auto** is located or before that time if we pay you for the theft loss.

If you choose not to rent an auto, we will reimburse you up to the same amount for taxicab fares, bus fares and other transportation expenses. If **your auto** is found, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the auto and for repairs will not be more than the actual cash value of the auto.

If **your auto** is damaged by fire, you must report the loss to us and the fire department.

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

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage or loss not covered by that insurance less the deductible amount you selected.

**Part 10.
Substitute
Transportation**

Under this Part, we will reimburse you in certain situations up to the limits shown on your Coverage Selections Page. We will reimburse you if **your auto** was in a **collision** and is being repaired or replaced. We will also reimburse you if **your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9).

We will not make any payments unless you lose the use of **your auto** for at least 24 hours.

We will pay only for a period of time which is reasonable for having **your auto** repaired or replaced.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time.

Under Comprehensive (Part 9) there is also substitute transportation coverage when **your auto** is stolen. If you purchase both Comprehensive and \$15/\$450 limits under this Part, Comprehensive will pay first until its coverage is no longer available. Then this Part will pay. If you purchase \$30/\$900 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$30 a day to a maximum of \$900. If you purchase \$45/\$1,350 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$45 a day to a maximum of \$1,350. If you purchase \$100/\$3,000 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$100 a day to a maximum of \$3,000.

The Coverage here will not duplicate any Comprehensive payments.

If you choose not to rent an auto, we will reimburse you up to the same amounts for taxicab fares, bus fares and other transportation expenses.

**Part 11.
Towing and Labor**

Under this Part, we will pay up to the limit shown on your Coverage Selections Page for towing and labor costs incurred each time **your auto** is disabled. We will pay only for labor done at the scene to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.

**Part 12.
Bodily Injury
Caused By An
Underinsured Auto**

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

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

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

We will pay damages to or for:

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

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

If you are injured as a **pedestrian** or while **occupying** an auto you do not own and have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more

policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay to or for:

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

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

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

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

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

most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident.

The determination as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. However, in no event may a demand for arbitration constitute first

notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

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

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

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

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

25 General Provisions and Exclusions

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

1. Where You Are Covered

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

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

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

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim 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.

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General Provisions And Exclusions (Continued)

4. What Happens If You Die If you die, we will continue coverage for the period of this policy for:

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

5. Our Right To Be Repaid

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the costs of recovery, including reasonable 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 auto which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.
10. If We Pay For A Total Loss	If we pay for the total loss of your auto , we have the right, if we so choose, to take title to that auto. We also have the right, if we so choose, to take any damaged part for which we pay.
11. Repair And Payment After A Collision or Loss; If We Disagree On The Amount of Damage (Parts 7, 8 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. If you choose not to have your auto repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your auto available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of your auto if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have your auto repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

If we fail to pay you within 7 days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage plus costs and reasonable attorneys' fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have **your auto** repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of **your auto** and pay you that amount less your deductible. Our payment automatically reduces the actual cash value of **your auto** if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

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

12. Sales Tax

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) we will pay, subject to your deductible, all sales taxes applicable to the loss of an auto or damage to an auto.

13. Secured Lenders

When your Coverage Selections Page shows that a lender has a secured interest in **your auto**, we will make payments under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) according to the legal interests of each party.

The secured lender's right of payment will not be invalidated by your acts or neglect except that we will not pay if the loss of or damage to **your auto** is the result of conversion, embezzlement, or secretion by you or any **household member**. Also, we will not pay the secured lender if the loss of or damage to **your auto** is the result of arson, theft or any other means of disposal committed by you or at your direction.

When we pay any secured lender we shall, to the extent of our payment have the right to exercise any of the secured lender's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the secured lender must do so within 30 days after the loss or damage becomes known to the secured lender.

	In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must be sent to the secured lender as provided in this policy.
14. No Benefits To Anyone In The Auto Business	Coverage under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) shall not in any way benefit any person or organization having possession of your auto for the purpose of servicing, repairing, parking, storing, or transporting it or for any similar purpose.
15. If Two Or More Autos Are Insured Under This Policy	Two or more autos may be insured under this policy. There may be different limits for each auto. If so, when someone covered under this policy is injured while a pedestrian or is using an auto other than your auto at the time of the accident, the most we will pay under any applicable Part is the highest limit shown for that Part for any one auto on your Coverage Selections Page.
16. Trailers	When a trailer is attached to an auto, we consider the auto and trailer together to be one auto in applying the limits shown on the Coverage Selections Page under Bodily Injury To Others, Damage To Someone Else's Property and Optional Bodily Injury To Others (Parts 1, 4 and 5).
17. Premiums For Extensions Or Renewals	The premium we will charge for any extension or renewal of this policy will be in accordance with our rates and rules in effect at the time of the effective date of the extension or renewal.
18. False Information	If you or someone on your behalf gives us false, deceptive, misleading or incomplete information in any application or policy change request and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under Part 3 and Part 4 of this policy.
19. Changes Which Affect Premium	If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges, including the description, ownership, type of usage and place of garaging of your auto and the household members and individuals who customarily operate your auto .
20. Pre-Insurance Inspection	Massachusetts law requires that we inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). The required inspection of your auto may

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General Provisions And Exclusions (Continued)

be deferred in some cases for ten calendar days (not including legal holidays and Sundays), following the effective date of coverage, or the date on which Form B was mailed, whichever is later.

If you do not have **your auto** inspected within the time allowed, coverage for that auto will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

Cancellation and Renewal

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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.

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.

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 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 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 Towing And Labor (Part 11) for reasons other than those listed above if we do so within the first 90 days of the policy period. We can cancel, in the same manner, coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Automatic Termination

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

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

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

Legal Notice Requirement

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the

effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice.

In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must also be sent to the secured lender in a similar manner.

If we cancel this policy in its entirety, the cancellation is not effective unless we send the required notice to the Registry of Motor Vehicles.

If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table which compensates us for our expenses in servicing your policy.

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 on the Coverage Selections Page at least 45 days before your policy runs out. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

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When There is An Accident Or Loss

First, Help Any Injured Person

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

Second, Notify The Police, Registry Or Fire Department

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

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

Third, File The Claim With Us

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

Occidental Fire & Casualty Company

[www.occquote](http://www.occquote.com)

800-233-1880

Fax 866-833-8240

Operator Exclusion Form

It is agreed that the person named below will not operate the vehicle(s) described below, or any replacement thereof, under any circumstances whatsoever.

Named Excluded Driver and Date of Birth

Vehicle Description

I am aware that under the terms of my Massachusetts Automobile Insurance Policy, if I, or someone on my behalf, provides 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 then answers given for all listed operators. Payments under Uninsured Motorist & Property Damage may also be limited to those 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 required payment of additional premium on my policy under the Merit Rating Plan.

Date

Policyholder's Signature

Date

Excluded Operator's Signature

Occidental Fire & Casualty Co.
APPLICATION FOR BENEFITS—PERSONAL INJURY PROTECTION

DATE:	OUR POLICYHOLDER:	DATE OF ACCIDENT:	FILE NUMBER:
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TO ENABLE US TO DETERMINE IF YOU ARE ENTITLED TO BENEFITS UNDER THE MASSACHUSETTS PERSONAL INJURY PROTECTION LAW, PLEASE COMPLETE THIS FORM AND RETURN IT PROMPTLY.

TO: _____
 CLAIM DEPT.

YOUR NAME:	HOME TELEPHONE NO. () ()	BUSINESS TELEPHONE NO. () ()
YOUR ADDRESS (NO., STREET, CITY, OR TOWN, STATE AND ZIP CODE):	DATE OF BIRTH: / /	SOCIAL SECURITY NO.
DATE AND TIME OF ACCIDENT: / / A.M. P.M.	PLACE OF ACCIDENT (STREET, CITY OR TOWN, AND STATE)	
BRIEF DESCRIPTION OF ACCIDENT:		
AT TIME OF ACCIDENT:	WERE YOU THE DRIVER OF OUR POLICYHOLDER'S CAR? WERE YOU A PASSENGER IN OUR POLICYHOLDER'S CAR? WERE YOU A PEDESTRIAN? WERE YOU A MEMBER OF OUR POLICYHOLDER'S HOUSEHOLD?	YES / NO YES / NO YES / NO YES / NO
AS A RESULT OF THIS ACCIDENT WERE YOU INJURED? YES / NO. IF YOUR ANSWER IS YES, COMPLETE THE REST OF THIS FORM. IF NO, SIGN HERE AND RETURN THIS FORM TO US.		
SIGNATURE: _____ DATE: _____		
DESCRIBE YOUR INJURY:		
WERE YOU TREATED BY A DOCTOR? YES / NO	DOCTOR'S NAME AND ADDRESS:	
IF YOU WERE TREATED IN A HOSPITAL, WERE YOU AN IN-PATIENT? AN OUT-PATIENT?	HOSPITAL'S NAME AND ADDRESS:	
AMOUNT OF MEDICAL BILLS TO DATE \$	WILL YOU HAVE MORE MEDICAL EXPENSE? YES / NO	AT THE TIME OF YOU ACCIDENT WERE YOU IN THE COURSE OF YOUR EMPLOYMENT? YES / NO
DID YOU LOSE WAGES OR SALARY AS A RESULT OF YOUR INJURY? YES / NO	IF YES, AMOUNT LOST TO DATE \$	WHAT IS YOUR AVERAGE WEEKLY WAGE OR SALARY? \$
IF YOU LOST TIME: DATE DISABILITY FROM WORK BEGAN:	DATE YOU RETURNED TO WORK:	
HAVE YOU RECEIVED, OR ARE YOU ELIGIBLE FOR, PAYMENTS UNDER ANY WAGE OR SALARY CONTINUATION PLAN? YES / NO	IF YES, AMOUNT \$	PER WEEK PER MONTH
HAVE YOU RECEIVED, OR ARE YOU ELIGIBLE FOR ANY PAYMENT UNDER A POLICY OF HEALTH, SICKNESS OR DISABILITY OR CONTRACT OR AGREEMENT WITH A GROUP, ORGANIZATION PARTNERSHIP OR CORPORATION TO PROVIDE, PAY FOR OR REIMBURSE THE COST OF MEDICAL EXPENSES? YES / NO IF YES, GIVE YOUR NAME, ADDRESS AND SOURCE OF PAYMENTS:		

LIST OF NAMES & ADDRESSES OF EMPLOYER AND OTHER EMPLOYERS FOR ONE YEAR PRIOR TO ACCIDENT, DATE, GIVE OCCUPATION DATES OF EMPLOYMENT:			
EMPLOYER & ADDRESS	OCCUPATION	FROM	TO
EMPLOYER & ADDRESS	OCCUPATION	FROM	TO
AS A RESULT OF YOUR INJURY, HAVE YOU HAD ANY OTHER EXPENSES? YES / NO IF YES, EXPLAIN ON REVERSE SIDE.			
SIGNATURE: _____		DATE: _____	

- IMPORTANT:**
1. TO BE ELIGIBLE FOR BENEFITS YOU MUST COMPLETE AND SIGN THIS APPLICATION.
 2. YOU MUST ALSO SIGN ANY ATTACHED AUTHORIZATION(S).
 3. RETURN PROMPTLY WITH ANY MEDICAL BILLS YOU HAVE RECEIVED TO DATE.

**DO NOT DETACH
AUTHORIZATION FOR MEDICAL INFORMATION**

THIS AUTHORIZATION OR PHOTOCOPY HEREOF, WILL AUTHORIZE YOU TO FURNISH ALL INFORMATION YOU MAY HAVE REGARDING MY CONDITION WHILE UNDER YOUR OBSERVATION OR TREATMENT, INCLUDING THE HISTORY OBTAINED, X-RAY AND PHYSICAL FINDINGS, DIAGNOSIS AND PROGNOSIS. YOU ARE AUTHORIZED TO PROVIDE THIS INFORMATION IN ACCORDANCE WITH THE MASSACHUSETTS PERSONAL INJURY PROTECTION BENEFITS LAW.

SIGNATURE

DATE

**DO NOT DETACH
AUTHORIZATION FOR WAGE AND SALARY INFORMATION**

THIS AUTHORIZATION OR PHOTOCOPY HEREOF, WILL AUTHORIZE YOU TO FURNISH ALL INFORMATION YOU MAY HAVE REGARDING MY WAGES OR SALARY WHILE EMPLOYED BY YOU. YOU ARE AUTHORIZED TO PROVIDE THIS INFORMATION IN ACCORDANCE WITH THE MASSACHUSETTS PERSONAL INJURY PROTECTION LAW.

SIGNATURE

DATE

SOCIAL SECURITY NUMBER: _____

**DO NOT DETACH
AUTHORIZATION FOR RELEASE OF COVERAGE INFORMATION
BY EMPLOYER OR OTHER MEDICAL EXPENSE PROVIDER**

THIS AUTHORIZATION OR PHOTOCOPY HEREOF, WILL AUTHORIZE YOU TO FURNISH ALL INFORMATION YOU MAY HAVE REGARDING ANY POLICY, CONTRACT OR AGREEMENT I HAVE WITH OR THROUGH YOU TO PROVIDE, PAY FOR OR REIMBURSE THE COST OF MEDICAL EXPENSES. THIS INFORMATION IS REQUIRED TO DETERMINE THE BENEFITS AVAILABLE TO ME UNDER THE MASSACHUSETTS PERSONAL INJURY PROTECTION BENEFITS LAW.

SIGNATURE

DATE

**OCCIDENTAL FIRE & CASUALTY CO.
NOTICE TO OPERATOR OF AN AT-FAULT ACCIDENT REPORT REVERSAL**

The _____ Insurance Company ("_____") is providing this notice to inform you that we have notified the Merit Rating Board to reverse the at-fault accident decision described in this notice that was previously reported to them because we have received additional information that indicates that, as the operator of the vehicle, you were not more than 50% at fault for the accident.

OPERATOR INFORMATION: Name: _____
Address: _____ City/State: _____ Zip Code: _____
Operator's Licensing State: _____

ACCIDENT INFORMATION:

Accident Date:	State:
Claim Date:	Policy Number:
Claim Payment Date:	Claim Number:

POLICYHOLDER INFORMATION: (only if different from the operator information)

Name: _____
Address: _____ City/State: _____ Zip Code: _____
Policyholder's Licensing State: _____

If you have any questions concerning this notice, please contact us at:

Sean Fowler, Asst. Vice President - Claims
800-223-5994 or 954-346-3323
Occidental Fire & Casualty Co.
PO Box 771270
Coral Springs, FL 33077-1270
www.occiquote.com

**OCCIDENTAL FIRE & CASUALTY CO.
NOTICE TO OPERATOR OF AN AT-FAULT ACCIDENT REPORT**

The _____ Insurance Company ("_____") is providing this notice to inform you that an at-fault accident decision for a claim recently paid by "_____" is being reported to the Merit Rating Board based on our determination that as the operator of the vehicle, you were more than 50% at fault for the accident described below. This at-fault accident may affect the cost of your auto insurance in the future.

OPERATOR INFORMATION: Name: _____
Address: _____ City/State: _____ Zip Code: _____
Operator's Licensing State: _____

ACCIDENT INFORMATION:

Accident Date:	State:
Claim Date:	Policy Number:
Claim Payment Date:	Claim Number:

POLICYHOLDER INFORMATION: (only if different from the operator information)

Name: _____
Address: _____ City/State: _____ Zip Code: _____
Policyholder's Licensing State: _____

If you were not the operator of the vehicle involved in the accident described above, or if you believe you were not more than 50% at fault in this accident, or the operator's mailing address is different from the address shown above, please contact us within 30 days of this notice at:

Sean Fowler, Asst. Vice President - Claims
800-223-5994 or 954-346-3323
Occidental Fire & Casualty Co.
PO Box 771270
Coral Springs, FL 33077-1270
www.occiquote.com

*You have the right to request an additional review by one of our claims managers of our determination that you were more than 50% at fault in this accident. We must complete this additional review within 30 days of our receipt of your request.

**Occidental Fire & Casualty Co.
MASSACHUSETTS ENDORSEMENT – MPY-0039-S**

\$100 Glass Deductible – Comprehensive

Under Comprehensive (Part 9), 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 Selection 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 damage to your auto this is covered by you Comprehensive coverage (Part 9), this \$100 glass deductible applies in addition to the deductible you selected for your Comprehensive coverage (Part 9).

[Ed. 04-08]

OCCIDENTAL FIRE & CASUALTY COMPANY OF NORTH CAROLINA

This endorsement changes coverage under **your** automobile policy. Please read it carefully.

Road Protection Coverage Endorsement – PA 15 16 08 04

In consideration of the premium paid, **we** agree to provide **you** with the following coverages:

ROAD PROTECTION COVERAGE			
COVERAGES	BASIC LIMITS of LIABILITY	DELUXE LIMITS of LIABILITY	PREMIER LIMITS of LIABILITY
Bail Bond Premium	\$200	\$300	\$500
Emergency Transportation	Maximum \$100 per occurrence	Maximum \$150 per occurrence	Maximum \$200 per occurrence
Towing and Labor	Maximum \$50 per occurrence	Maximum \$75 per occurrence	Maximum \$100 per occurrence
Rental Reimbursement	\$20 per day up to \$300	\$30 per day up to \$600	\$40 per day up to \$800
Personal Effects (in rental car)	Up to limit of \$200	Up to limit of \$300	Up to limit of \$500
Vacation Protection	\$30 per day up to \$300	\$45 per day up to \$450	\$60 per day up to \$600

I. COVERAGES - Any insurance we provide under this endorsement shall be excess over any collectible insurance providing coverage on a primary basis.

A. Bail Bond Premium

We will pay the bail bond premium for a required bond:

1. if **you** are arrested for a traffic violation;
2. if **you** must post bond to stay out of jail or ensure **your** appearance in court; and
3. up to bond amount shown in this endorsement's coverage schedule.

This coverage does not apply to loss as a result of:

1. commission of a felony;
2. driving without a valid operator's permit; or
3. being under the influence of alcohol, drugs or narcotics.

B. Emergency Transportation

We will pay for the expense of an ambulance:

1. if **you** require one as a result of an automobile accident; and
2. if the accident occurs while **you** are in the insured automobile; and
3. up to the amount shown in this endorsement's coverage schedule.

C. Towing and Labor

We will pay for towing and labor cost caused by the disablement of **your** automobile, provided the labor is performed at the place of disablement. The maximum **we** will pay per disablement is shown in the coverage schedule.

D. Rental Reimbursement - NOTE: Rental of substitute automobile under Coverages D.1., D.2., or D.3. must be from a licensed automobile rental agency.

1. Collision Loss of Use

We will pay for rental expenses incurred for a substitute automobile if required as a result of a **collision** loss to the insured automobile. **We** will pay up to the daily limit shown in the coverages schedule for a maximum of 20 days. Payment is limited to rental expenses incurred for the period beginning at 12:01 a.m.:

- a. if repairable, on the day after **you** authorize repairs to be made and deliver the insured automobile to a garage for repairs. Coverage ends 48 hours after the insured automobile is repaired; and
- b. if unrepairable, from the date of collision up to the 20 day maximum, unless **you** replace the insured automobile.

2. Theft Loss of Use

We will pay **you** for rental expenses incurred for a substitute automobile if required as a result of the theft of **your** entire insured automobile. **We** will pay up to the amount shown in the coverage schedule for a maximum of 20 days. Payment is limited to rental expenses incurred:

- a. for the period beginning 48 hours after the theft has been reported to the police;
- b. ending when the Company pays for loss or vehicle is returned to use.

3. Emergency Travel Loss of Use

We will pay for emergency automobile rental expenses incurred:

- a. as a result of **your** insured automobile being repaired at the place of disablement; and
- b. at least 250 miles from **your** residence as stated on the policy declarations page; and
- c. up to the daily limit and maximum days shown in this endorsement's coverage schedule.

E. Personal Effects Loss from Rental Auto

We will pay for loss or damage caused by fire, lightning, or theft to personal effects:

1. owned by **you** or any member of **your** family that resided in the same household;
2. while being carried in an automobile rented by **you** as a result of a loss under coverage D.1., D.2., or D.3.; and
3. in the event of theft, there must be visible signs of forcible entry.

Our limit of liability will not exceed the lesser of:

1. the maximum limit shown in the coverage schedule;
2. the actual cash value of the personal effects at the time of loss; or
3. what it would cost to repair or replace the personal effects, or any part thereof with another of like kind and quality, with deduction for depreciation.

Payment is limited to no more than 25% of the limit of liability for loss to:

1. any article of jewelry;
2. watches;
3. furs or articles trimmed with or consisting primarily of fur.

We may:

1. pay for the loss in money or repair or replace the personal effects or its part(s);
2. return the stolen property with payment for any resulting damage; or
3. take all or part of the personal effects at the agreed or appraised value.

F. Vacation Protection

We will reimburse **you** for any necessary additional living expenses incurred due to the loss of use of a recreational vehicle which **you** are using as vacation living quarters. The loss of use must be due to either collision, fire, lightning, or theft of the recreational vehicle. The maximum **we** will pay for necessary additional living expenses is shown in the coverage schedule.

II. EXCLUSIONS - **We** will not pay for loss under this endorsement:

1. while the insured automobile is used as a taxicab or any other public or livery conveyance;
2. due to:
 - a. war, declared or undeclared;
 - b. civil war;
 - c. insurrection;
 - d. rebellion or revolution; or
 - e. civil commotion;
3. for loss resulting from any willful or malicious act by **you**;
4. while the insured automobile is used in any illicit trade or transportation;
5. to commercial trucks;
6. to trucks, buses or other motor vehicles in excess of a 3/4 ton chassis;
7. to motorcycles or motor bikes of any kind or trailers of any kind;
8. to any automobile while at time of loss was being used in any race, speed contest or sporting event;
9. for theft loss of use when the person taking the insured automobile was given **your** permission; or
10. for loss or damage to the rental automobile or its parts.

This coverage is effective when the form number appears on the endorsement section of the policy declarations page. All other policy provisions apply.

Occidental Fire & Casualty Company of North Carolina

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT WITH CARE.

AMENDMENT OF OPTIONAL COVERAGES – PART 10. SUBSTITUTE TRANSPORTATION

PART 10 – SUBSTITUTE TRANSPORTATION coverage is hereby deleted.

AMENDMENT OF OPTIONAL COVERAGES – PART 11. TOWING AND LABOR

PART 11 – TOWING LABOR coverage is hereby deleted.

Occidental Fire & Casualty Co.
MASSACHUSETTS ENDORSEMENT – MPY-0034-S
Agreed Amount Coverage – Comprehensive

Under Comprehensive (Part 9), for any auto shown below, we will pay, subject to the deductible, the lesser of:

- a. The amount necessary to repair or replace the auto, or

- b. The actual cash value of the auto at the time of loss. In determining actual cash value, no deduction for depreciation shall be made to reduce the value of the auto below the agreed amount shown below. Description of Auto _____

Agreed Amount _____

Deductible _____

[Ed. 04-08]

ANNUAL MILEAGE DISCOUNT FORM

This form will be used only for automobile insurance purposes. It is extremely important that all questions be answered completely and returned to your agent or company representative. Your failure to provide the information requested may affect your eligibility for any discount or may result in the cancellation of your policy.

ISSUED BY: Occidental Fire & Casualty Co.

Please return by _____]

NAME AND ADDRESS OF INSURED:

Policy Number:
[Producer:]

In order to verify the annual mileage Discount on your automobile insurance policy, please complete and return this form.

	<u>Auto 1</u>	<u>Auto 2</u>	<u>Auto 3</u>
Year and Make of auto	_____	_____	_____
Vehicle Identification Number	_____	_____	_____
Current odometer reading	_____	_____	_____
Reports the number of miles the auto was driven in the past twelve (12) months	_____	_____	_____
• number of days per month	_____	_____	_____
• number of miles one way	_____	_____	_____
• address where auto is parked during work or school hours.	_____	_____	_____
Is the auto used in your business or occupation?	_____	_____	_____

The information provided is accurate and complete.

Signature

Date Completed

Occidental Fire & Casualty Company
***** LEGAL NOTICE OF NONRENEWAL *****
Massachusetts

Insured:
Address:

Agent Name:
Agent Number:

Date of Mailing:

Policy#:

Policy Expiration Date: , 12:01am

Vehicle Year #1:

Vehicle Make #1:

V.I.N. #1:

Vehicle Year #2

Vehicle Make #2:

V.I.N. #2:

Vehicle Year #3

Vehicle Make #3:

V.I.N. #3:

You are hereby notified in compliance with the terms and conditions of your insurance policy and according to the law that your insurance policy will terminate/expire on the Notice Effective Date listed above.

Massachusetts Law provides that no insurance company shall refuse to renew a motor vehicle liability policy based on the ownership or operation of a motor vehicle because of age, sex, race, occupation, marital status or principal place of garaging of the vehicle.

Your policy is being cancelled or non-renewed due to:

IMPORTANT NOTICE

You are required to have compulsory insurance in order to maintain the registration of your auto. Because we are not renewing your policy, you must arrange to replace your insurance with another company as soon as possible. A new certification of insurance must be filed with the Registry of Motor Vehicles before your present policy expires.

Massachusetts law provides that you are eligible to obtain all or most of the non-renewed coverages from the Commonwealth Automobile Reinsurers. Most insurance agents and brokers are authorized to provide insurance through this Association.

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.

To Agents and Brokers

If this notice is sent to any agent or broker, the agent or broker must forward it to the insured within fifteen days of its receipt, unless another company has executed a new certificate of insurance. Failure to do so may result in revocation of your insurance agent's or broker's license.

File/

This notice does not replace any other previous notice(s) which may have been sent.

Occidental Fire & Casualty Company
PO Box 13119, Scottsdale, AZ 85267

Jeffrey L. Ellis
Company Representative

**Occidental Fire & Casualty Company
PO BOX 13119, SCOTTSDALE, AZ 85267**

**LEGAL NOTICE OF CANCELLATION
Massachusetts**

Insured:
Address:

Agent Name:
Agent Number:

Date of Notice:

Policy#:

Effective date of Cancellation: , 12:01am

Vehicle Year/Make/Model:
V.I.N. # 1:

Vehicle Year/Make/Model:
V.I.N. # 2:

Vehicle Year/Make/Model
V.I.N. #3:

Specific Reason(s) for Cancellation (Company must specify the particular reason(s) and must state the substance of the matter(s) relied on for cancellation):

[NON-PAYMENT OF INSURANCE PREMIUM FOR THE POLICY IDENTIFIED ABOVE.]

You are hereby notified that the Massachusetts Motor Vehicle Liability Policy, herein designated, issued to you by the above company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 A.M. on the effective date of cancellation 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 to accordance with the terms of the policy.

In accordance with the provisions of Section 113A of Chapter 175 of the General Laws, as amended, notice of this cancellation will be sent to the Registrar of Motor Vehicles of the Commonwealth of Massachusetts on the effective date of cancellation stated above.

**By: Jeffrey L. Ellis
Authorized Representative**

IMPORTANT NOTICE: Please read carefully the information below which outlines your legal rights under the compulsory insurance law 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. You 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 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 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.

**Occidental Fire & Casualty Company
PO BOX 13119, SCOTTSDALE, AZ 85267**

**LEGAL NOTICE OF CANCELLATION FOR NON-PAYMENT
Massachusetts**

Insured:
Address:

Agent Name:
Agent Number:

Date of Notice:

Policy#:

Effective date of Cancellation: , 12:01 am

AMOUNT DUE: \$

Vehicle Year/Make/Model:
V.I.N. # 1:

Vehicle Year/Make/Model:
V.I.N. # 2:

Vehicle Year/Make/Model:
V.I.N. #3:

Specific Reason(s) for Cancellation (Company must specify the particular reason(s) and must state the substance of the matter(s) relied on for cancellation):

[NON-PAYMENT OF INSURANCE PREMIUM FOR THE POLICY IDENTIFIED ABOVE.]

You are hereby notified that the Massachusetts Motor Vehicle Liability Policy, herein designated, issued to you by the above company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 A.M. on the effective date of cancellation 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 to accordance with the terms of the policy.

In accordance with the provisions of Section 113A of Chapter 175 of the General Laws, as amended, notice of this cancellation will be sent to the Registrar of Motor Vehicles of the Commonwealth of Massachusetts on the effective date of cancellation stated above.

[This cancellation will not take effect if the full amount due shown above is paid on or prior to the effective date of cancellation.]

By: Jeffrey L. Ellis
Authorized Representative

IMPORTANT NOTICE: Please read carefully the information below which outlines your legal rights under the compulsory insurance law 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. You 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 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 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.

MASSACHUSETTS RENEWAL FORM

ISSUED BY: Occidental Fire & Casualty Co.

Policy Number

NAME AND ADDRESS OF INSURED

[Producer]:

Policy Renewal Date:

The information contained on this form and your Coverage Selections Page indicate the coverages you have purchased, and the auto(s) that you are insuring.

It will not be necessary to return this form to your agent or company representative unless you wish to make any changes or unless the information contained on the Coverage Selections Page and in this form is inaccurate or obsolete. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges, including the description, ownership, type of usage and place of garaging of the auto(s) and the household members and individuals who customarily operate the auto(s).

VEHICLE INFORMATION

If a notation is shown, or records

Indicate that your auto(s) is:

Auto 1

Auto 2

Auto 3

Auto 1

Auto 2

Auto 3

1. Used in Business.

4. (a) Equipped with electronic equipment that reproduces audio, visual or data signals that has been permanently installed but not in the location used by the auto manufacturer.

2. Used to transport (for a fee) Fellow Employees, Passengers, Students, or Persons employed by you.

(b) Equipped with custom furnishings or custom equipment (applicable to vans or pick-up trucks)

3. Our information indicates that your auto (s) is principally garaged in:

DRIVER INFORMATION

According to our information listed operator # _____ has

(a) had two (2) or more "total loss" insurance claims because of auto theft or fire.

(b) been convicted of vehicular homicide, auto insurance related fraud or auto theft.

If this information is not accurate please explain:

Check carefully that all persons, whether or not household members, who customarily operate your auto(s) are shown on the Coverage Selections Page. If the information on the Coverage Selections Page is incorrect or if you are adding an operator, or making any other changes in Operator Status, please complete the following and return to your agent or company representative.

Operator No.	Operator Name	Date Of Birth	License Number	License State	Date First Licensed if Less Than 6 Years

Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

NOTICE: It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone 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 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.

PLEASE CONTINUE AND COMPLETE INFORMATION ON REVERSE

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 a merit rating plan.

If there are any additional operators, please complete the following:

During the last six years has any newly added operator:

- | | | | | | |
|---|--------------------------|--------------------------|---|--------------------------|--------------------------|
| | Yes | No | | Yes | No |
| (A) been involved in any Motor Vehicle accident or been found guilty of any moving violation? | <input type="checkbox"/> | <input type="checkbox"/> | (C) had two (2) or more "total loss" insurance claims because of auto theft or fire? | <input type="checkbox"/> | <input type="checkbox"/> |
| (B) been assigned to an Alcohol Education Program? | <input type="checkbox"/> | <input type="checkbox"/> | (D) been convicted of vehicular homicide, auto insurance related fraud or auto theft? | <input type="checkbox"/> | <input type="checkbox"/> |

If "yes" please complete:

Operator Name	Description of Incident	Date

If in the last six years any newly added operator had a driver's license in the United States or certain countries whose records are electronically available, we will obtain that official driving record(s), which will be used to assign merit rating points to you.

LICENSE INFORMATION

Once you or the principal operator listed on this form become a resident of Massachusetts, you or the principal operator must obtain a Massachusetts driver's license. A resident of another state may drive in Massachusetts with a currently valid license issued by the individual's state of residence. A visitor from another country who is at least 18 years old and has a valid license issued by a country accepted by the Registrar of Motor Vehicles (in accordance with the 1949 Road Traffic Convention or the 1943 Inter-American Automotive Traffic Convention) may legally drive in Massachusetts for up to one year from the date of arrival in the United States. The failure by you or the principal operator to be properly licensed to operate a motor vehicle in Massachusetts may result in the non-renewal of the automobile insurance policy. For information about the Massachusetts requirements for driver's licenses, please consult the Registry of Motor Vehicles website at www.mass.gov/rmv.

DISCOUNTS

The premium for certain Coverage Parts may have been reduced because you are eligible for one or more discounts. Please check the information under the Discount Section on the Coverage Selections Page and notify your agent or company representative if any changes are to be made. The Annual Mileage Discount is now determined by the actual mileage driven in the previous policy year, provided it can be verified by the company.

If a listed operator purchased a monthly public transit commuter pass for 11 of the 12 months preceding the effective date of the policy you may be entitled to the public transit commuter discount. Contact your agent or company representative for further details.

ADDITIONAL INFORMATION

Please indicate any additional changes or coverage revisions you may wish to make to your policy. If your auto is equipped with any of the items listed in Question 4 of the Vehicle Information section you may need to insure the item. Contact your agent or company representative for details.

_____ Date

_____ Signature

**OCCIDENTAL FIRE & CASUALTY
MASSACHUSETTS INSURANCE IDENTIFICATION CARD**

Policy Number _____
Effective Date _____ Expiration Date _____

Year: _____ Make: _____

Vehicle Ident. Number: _____

Name and Address Of Insured _____

Name and Phone Number of Agent: _____
CUT HERE

**OCCIDENTAL FIRE & CASUALTY
MASSACHUSETTS INSURANCE IDENTIFICATION CARD**

Policy Number _____
Effective Date _____ Expiration Date _____

Year: _____ Make: _____

Vehicle Ident. Number: _____

Name and Address Of Insured _____

Name and Phone Number of Agent: _____
CUT HERE

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Massachusetts Statutes require you to carry proof of insurance in each automobile you operate within the state. This insurance identification card, issued by Occidental Fire & Casualty represents the coverage you purchased from us to satisfy your insurance responsibility. We recommend that you keep this identification card in your vehicle at all times.

NOTE: The policy term shown on this card is subject to the insured's compliance with general policy provisions.

In the event of an accident call
800.223.5994 or 954.346.3323

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**AUTOMOBILE POLICY
DECLARATIONS**

A-Affordable

Representing

Policy Number:

Policy Period:

Effective:

Reason for Issuance:

OCCIDENTAL FIRE & CASUALTY
COMPANY OF NORTH CAROLINA

Named Insured:

Producer:

Telephone:

COVERAGES	PREMIUMS		
	VEHICLE 1	VEHICLE 2	VEHICLE 3
COMPULSORY INSURANCE			
PART 1 – BODILY INJURY TO OTHERS EACH PERSON/OCCURRENCE \$20,000/\$40,000			
PART 2 – PERSONAL INJURY PROTECTION			
PRIMARY COVERAGE \$8,000			
DEDUCTIBLE \$			
YOURSELF			
YOURSELF & HOUSE HOLD MEMBERS			
PART 3 – BODILY INJURY CAUSED BY AN UNINSURED MOTORIST EACH PERSON/OCCURRENCE \$20,000/\$40,000			
PART 4 – DAMAGE TO SOMEONE ELSE'S PROPERTY EACH OCCURRENCE \$5,000			
OPTIONAL INSURANCE			
PART 5 – OPTIONAL BODILY INJURY TO OTHERS EACH PERSON/OCCURRENCE \$			
PART 6 – MEDICAL PAYMENTS EACH PERSON/OCCURRENCE \$			
PART 7 – COLLISION DEDUCTIBLE	VEH 1 \$	VEH 2 \$	VEH 3 \$
PART 8 – LIMITED COLLISION DEDUCTIBLE	\$	\$	\$
PART 9 – COMPREHENSIVE \$100 GLASS DEDUCTIBLE	\$	\$	
PART 10 – ROAD PROTECTION COVERAGE PACKAGE SELECTED (COST PER POLICY)			
PART 11 – BODILY INJURY CAUSED BY AN UNDERINSURED AUTO EACH PERSON/OCCURRENCE \$			
		Policy Fee:	
		TOTAL POLICY PREMIUM:	

AUTOMOBILE POLICY DECLARATIONS

Policy Number:
Policy Period:
Effective:

Representing
OCCIDENTAL FIRE & CASUALTY
COMPANY OF NORTH CAROLINA

COVERED VEHICLE(S):

VEHICLE 1:

Year Sym Description

Vehicle ID Number:

Registration Plate Number:

Driver: Terr:

Garage Location:

Loss Payee/Lessor:

VEHICLE 2:

Year Sym Description

Vehicle ID Number:

Registration Plate Number:

Driver: Terr:

Garage Location:

Loss Payee/Lessor:

VEHICLE 3:

Year Sym Description

Vehicle ID Number:

Registration Plate Number:

Driver: Terr:

Garage Location:

Loss Payee/Lessor:

DRIVER(S) LISTED ON THIS POLICY:

DRV	Driver Name	DOB	Sex	MS	Drv Lic	COI (SR-22)	Pts	Driver
-----	-------------	-----	-----	----	---------	-------------	-----	--------

- 1.
- 2.
- 3.

EXCLUDED DRIVERS:

POLICY ENDORSEMENTS: <small>(FORMS, ENDORSEMENTS, AND EXCEPTIONS TO CONDITIONS APPLYING TO THIS POLICY ARE SHOWN BELOW)</small>	DISCOUNTS / SURCHARGES:	
COUNTERSIGNED:	DATE:	BY: Authorized Representative

Occidental Fire & Casualty Co. COVERAGE SELECTIONS PAGE

This page and any attached endorsements form a part of your policy

Massachusetts Personal Automobile
Policy Number:
[Producer]

ITEM 1. Insured Name:
Address:

ITEM 2. This policy is effective from:

To:

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

ITEM 3. Description of your Auto:

AUTO	AUTO	AUTO
------	------	------

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

COVERAGES, Parts 1-12	AUTO 1	PREMIUM	AUTO 2	PREMIUM	AUTO 3	PREMIUM
PREMIUM	LIMITS		LIMITS		LIMITS	PREMIUM
1. Bodily Injury to Others	\$ 20,000 per person \$ 40,000 per accident	\$	\$20,000 per person \$40,000 per accident	\$	\$ 20,000 per person \$ 40,000 per accident	\$
2. Personal Injury Protection	\$ 8,000 per person Deductible <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$	\$ 8,000 per person Deductible <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$	\$ 8,000 per person Deductible <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$
3. Bodily Injury Caused By An Uninsured Auto (Compulsory Limits \$20,000/\$40,000)	\$ per person \$ per accident	\$	\$ per person \$ per accident	\$	\$ per person \$ per accident	\$
4. Damage To Someone Else's Property (Compulsory Limit \$5,000)	\$ per accident	\$	\$ per accident	\$	\$ per accident	\$
OPTIONAL INSURANCE						
5. Optional Bodily Injury To Others	\$ per person \$ per accident	\$	\$ per person \$ per accident	\$	\$ per person \$ per accident	\$
6. Medical Payments	\$ per person	\$	\$ per person	\$	\$ per person	\$
7. Collision	\$ Deductible	\$	\$ Deductible	\$	\$ Deductible	\$
8. Limited Collision	\$ Deductible	\$	\$ Deductible	\$	\$ Deductible	\$
9. Comprehensive	\$ Deductible	\$	\$ Deductible	\$	\$ Deductible	\$
10 Road Protection Coverage (RPC)	Basic/Deluxe/Premier	\$	Basic/Deluxe/Premier	\$	Basic/Deluxe/Premier	\$
11 Bodily Injury Caused By An Underinsured Auto	\$ per person \$ per accident	\$	\$ per person \$ per accident	\$	\$ per person \$ per accident	\$
		\$		\$		\$
TOTAL PREMIUM						\$

Garaging address:

Driver Information:

Operator No.	Operator Name	Date Of Birth	License Number	License State	Date First Licensed if Less Than 6 years

REFER TO OTHER SIDE 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 in Item 4. Contact your agent or company representative for further details.

	Age 65 and Older	Air Bag/ Automatic Seatbelts	Annual Mileage	Anti-Theft Device/ Vehicle Recovery System	Multi-Car Discount
			0-5000		
Coverage	All	Parts 2, 3, 6, and 12	Parts 1-8 and 12	Part 9	Parts 1, 2, 4, 5, 7, 8 and 9
Discount Available	25%	10%	10%	% Depending on the category of device	5%

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 PLAN

The Merit Rating Plan credit or surcharge 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 surcharge is shown for any auto, refer to the statement furnished with your Coverage Selections 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: _____

Massachusetts Automobile Insurance Policy

Please read your policy. Part of the policy is a page marked "Coverage Selections." 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.

This policy form has been approved by the Commissioner of Insurance.

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Coverage Selections Page	
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Introduction

1

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

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

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

Compulsory Insurance

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

Optional Insurance

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

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

Please read the whole policy to see what kinds of insurance are available to cover these different situations. At the same time, you should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will 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.

2

Definitions

Throughout this policy:

1. **We, Us** or **Our** – refers to the company issuing this policy.

2. **You** or **Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page.

3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the ownership, maintenance or use of an auto.

4. **Auto** – means a land motor vehicle or **trailer** but does not include:

A. Any vehicle operated on rails or crawler treads.

B. Any vehicle or **trailer** while it is located for use as a residence or premises. We will consider such a vehicle to be an auto while it is being used on public roads, or for recreational use.

C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.

D. Any vehicle not subject to Massachusetts Motor Vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).

Other words and phrases are defined.

They are in boldface when used.

5. **Your Auto** – means:

A. The vehicle or vehicles described on the Coverage Selections Page.

B. Any auto while used as a temporary substitute for the described auto while that auto is out of normal use because of a breakdown, repair, servicing, loss or destruction. But the term “your auto” does not include a substitute vehicle owned by you or your spouse.

C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must have a gross vehicle weight of less than 10,000 pounds and not be used for the delivery or transportation of goods or materials

unless such use is incidental to your business of installing, maintaining or repairing furnishings or equipment.

Under Parts 1, 2, 3, 4, 5 and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

6. Trailer – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

7. Occupying – means in, upon, entering into, or getting out of.

8. Collision – means the accidental upset of **your auto** or any physical contact of **your auto** with another object.

9. Household Member – means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.

10. Pedestrian – includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

Our Agreement

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

We agree to provide the insurance protection you purchased for accidents 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.

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Compulsory Insurance

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

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

Your Compulsory Insurance does not pay for any damage to **your auto** 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 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 auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay:

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

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

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

auto insurance must pay its limits before we pay. Then, we will pay, up to the limits shown on your Coverage Selections Page, for any damages not covered by that insurance.

**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 any one accident, we will pay as many people as are injured, but the most we will pay for injuries to any one person is \$8,000. This is the most we will pay no matter how many autos or premiums are shown on the Coverage Selections Page.

We will pay three kinds of benefits:

A. Medical Expenses

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

B. Lost Wages

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

C. Replacement Services

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

We will pay PIP benefits to or for:

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

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Compulsory Insurance (Continued)

Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

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

If the accident is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time – usually thirty days. If the accident is outside Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.

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

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

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

We will not pay PIP benefits to or for:

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

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

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.

8

Compulsory Insurance (Continued)

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 or someone who is legally self-insured to be an uninsured auto.

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

We will pay damages to or for:

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

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

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

We will not pay damages to or for you, if struck by, or while **occupying**

an auto you own and which does not have Massachusetts compulsory auto insurance.

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

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

1. Anyone injured while **occupying your auto** while it is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. Anyone injured while using an auto without the consent of the owner.
3. Anyone injured while an auto is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

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

1. The amount recovered from any legally responsible person 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 on your Coverage Selections Page.

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

10

Compulsory Insurance (Continued)

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

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

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

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

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

We will not pay for property damage which occurs:

1. While **your auto** is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.
3. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or to pick-up

trucks, vans, or similar vehicles having a gross vehicle weight of less than 10,000 pounds and not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

4. While a **household member**, other than your spouse, is using an auto which **you** or any **household member** owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.

5. While **you** or **your** spouse, if a **household member**, are using an auto which **you** or **your** spouse, if a **household member**, own or use regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.

6. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.

7. When the property damage is caused by anyone using an auto without the consent of the owner.

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

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limit shown on the Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner's auto insurance.

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

This Part is Compulsory. You must have limits of at least \$5,000. However, you may want to buy more protection. Higher limits may be purchased if agreed upon by you and by us. However, \$5,000 is the most we will pay for property damage caused by an auto covered under this Part which is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

12 Optional Insurance

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

With the exception of Towing and Labor (Part 11), we must sell you any or all of the Optional coverages you wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that we may refuse to sell Collision (Part 7) and Comprehensive (Part 9), or both, in certain specified instances.

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

We will not pay under any of the Optional coverages:

1. If the accident happens while **your auto** is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.
2. For loss 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 of or damage to any custom furnishings or custom equipment in or upon any pick-up truck, van or similar vehicle. Custom furnishings or custom equipment include but are not limited to the following items: special carpeting and insulation, furniture, bars, television receivers, facilities for cooking and sleeping, height-extending roofs, custom murals, paintings or other decals or graphics.
5. 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.

6. For injury or damage that is intentionally caused by you, a **household member** or anyone else using **your auto** with your consent.

Part 5.
Optional Bodily
Injury to Others

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

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

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

In addition, 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 a **household member**, other than **your** spouse, is using an auto which **you** or any **household member** owns or uses regularly, unless a premium for this Part is shown for that auto on the Coverage Selections Page.
3. For injuries resulting from an accident while **you** or **your** spouse, if a **household member**, are using an auto which you or your spouse, if a **household member**, own or use regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
4. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.
5. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or to pick-up trucks, vans, or similar vehicles having a gross vehicle weight of less than 10,000 pounds and not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

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Optional Insurance (Continued)

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 specifying limits of liability for bodily injury or property damage higher than the limits you have purchased, your policy will provide the higher specified limits.
2. A compulsory insurance or similar law requiring **your 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 on the Coverage Selections Page are the total limits you have under Compulsory Bodily Injury to Others (Part 1) and this Part. This means that the Compulsory limits are included within the limits shown on the Coverage Selections Page for this Part and are not in addition to them.

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

If someone covered under this Part is using an auto he or she does not own at the time of the accident, the owner’s auto insurance must pay its limits before we pay. Then, we will pay for any damages not paid by that insurance, up to the policy limits shown on your Coverage Selections Page. However, if the claim is covered by us and another auto policy, we will pay only our proportionate share of those damages not paid by the owner’s auto insurance.

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

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

We must sell you limits up to \$35,000 per person and \$80,000 per accident if you want to buy them. Higher limits may be purchased if agreed upon by you and by us. However, while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity, the most we will pay is the required minimum limits.

Part 6.
Medical Payments

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

We will pay for expenses resulting from bodily injuries to anyone **occupying your auto** at the time of the accident. We will also pay for expenses resulting from bodily injuries to you or any **household member** if struck by an auto or if **occupying** someone else's auto at the time of the accident.

We will not pay for expenses resulting from injuries to:

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

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Optional Insurance (Continued)

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

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

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

We must sell you limits of \$5,000 per person if you want to buy them. Higher limits may be purchased if agreed upon by you and us. However, while an auto covered under this Part is being operated in a prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity, the most we will pay is the required minimum limits.

Part 7. Collision

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. It does not matter who is at fault. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. However, we will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

We will pay for each loss up to the actual cash value of the auto or any of its parts at the time of the **collision**. If the repair of a damaged part will impair the operational safety of the auto we will replace the part. In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for a **collision** loss for an accident which occurs while **your auto** is being operated by a **household member** who is not listed as an operator on this policy. Payment is withheld when the

household member, if listed, would require the payment of additional premium on this policy because:

1. the **household member** would be classified as an inexperienced operator, or
2. a higher rating step would be assigned under the Safe Driver Insurance Plan.

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

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

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

Part 8.
Limited Collision

Under this Part, we will pay in some situations for direct and accidental damage to **your auto** caused by a **collision**. We will also pay in these situations for damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. However, we will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

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

1. the **household member** would be classified as an inexperienced operator, or

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Optional Insurance (Continued)

2. a higher rating step would be assigned under the Safe Driver Insurance Plan.

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

same manner, you must notify us if a **household member**, who will operate **your auto**, becomes a licensed operator.

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

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

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

We will pay for each loss up to the actual cash value of the auto or any of its parts at the time of the **collision**. If the repair of a damaged part will impair the operational safety of the auto we will replace the part. In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

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

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

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

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage not covered by that insurance less the deductible amount you selected.

Part 9.
Comprehensive

Under this Part, we will pay for direct and accidental damage to or loss of **your auto** other than damage caused by **collision**. We will also pay for such damage or loss to other private passenger autos while being used by you or a **household member** with the consent of the owner. However, we will not pay for such damage or loss to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will reimburse you for substitute transportation expenses if **your auto** is stolen.

This Part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

We consider glass breakage when not involving other collision loss, and the following types of losses to be Comprehensive and not Collision losses: losses caused by vandalism, fire and theft, missiles, falling objects, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, riot or contact with a bird or animal.

However, we will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

We will pay for each loss up to the actual cash value of the auto or any of its parts at the time of loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part. 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 does not apply to glass breakage or substitute transportation expenses following a theft.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after

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Optional Insurance (Continued)

the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time. After that, we will reimburse you up to \$15 a day to a maximum of \$450.

Your right to reimbursement stops on the day **your auto** is located or before that time if we pay you for the theft loss.

If you choose not to rent an auto, we will reimburse you up to the same amount for taxicab fares, bus fares and other transportation expenses. If **your auto** is found, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the auto and for repairs will not be more than the actual cash value of the auto.

If **your auto** is damaged by fire, you must report the loss to us and the fire department.

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

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

If an auto covered under this Part is not owned by you at the time of the accident, the owner's auto insurance must pay its limit before we pay. Then, we will pay, up to the limit shown on your Coverage Selections Page, for any damage or loss not covered by that insurance less the deductible amount you selected.

Part 10. Substitute Transportation

Under this Part, we will reimburse you in certain situations up to the limits shown on your Coverage Selections Page. We will reimburse you if **your auto** was in a **collision** and is being repaired or replaced. We will also reimburse you if **your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9).

We will not make any payments unless you lose the use of **your auto** for at least 24 hours.

We will pay only for a period of time which is reasonable for having **your auto** repaired or replaced.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time.

Under Comprehensive (Part 9) there is also substitute transportation coverage when **your auto** is stolen. If you purchase both Comprehensive and \$15/\$450 limits under this Part, Comprehensive will pay first until its coverage is no longer available. Then this Part will pay. If you purchase \$30/\$900 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$30 a day to a maximum of \$900.

If you purchase \$100/\$3,000 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$100 a day to a maximum of \$3,000.

The Coverage here will not duplicate any Comprehensive payments.

If you choose not to rent an auto, we will reimburse you up to the same amounts for taxicab fares, bus fares and other transportation expenses.

**Part 11.
Towing and Labor** Under this Part, we will pay up to the limit shown on your Coverage Selections Page for towing and labor costs incurred each time **your auto** is disabled. We will pay only for labor done at the scene to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.

**Part 12.
Bodily Injury
Caused By An
Underinsured Auto** Sometimes an owner or operator of an auto legally responsible for an accident is underinsured. Under this Part, we will pay damages for bodily injury to people injured or killed as a result of certain accidents caused by someone who does not have enough insurance.

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

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

We will pay damages to or for:

1. You, while **occupying your auto**, while **occupying** an auto you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your auto**, while

occupying an auto not owned by you, or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any **household member** who has a Massachusetts auto policy of his or her own or who is covered by a Massachusetts auto policy of another **household member** providing underinsured auto insurance with higher limits.

3. Anyone else while **occupying your auto**. We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own or who is covered by a Massachusetts auto policy of another **household member** providing underinsured auto coverage.

4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

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

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

We will not pay to or for:

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

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.

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

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

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

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

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

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

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

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

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General Provisions and Exclusions

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

1. Where You Are Covered

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

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

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

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim 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. What Happens If You Die If you die, we will continue coverage for the period of this policy for:

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

5. Our Right To Be Repaid

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the costs of recovery, including reasonable 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).

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General Provisions And Exclusions (Continued)

-
- 6. When You Have More Than One Auto Policy With Us** You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies. However, claims made under Bodily Injury Caused By An Uninsured Auto (Part 3) and Bodily Injury Caused By An Underinsured Auto (Part 12) are treated differently. The difference is explained in the description of the coverage for 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. The same is true for a person 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 auto** which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.
-
- 10. If We Pay For A Total Loss** If we pay for the total loss of **your auto**, we have the right, if we so choose, to take title to that auto. We also have the right, if we so choose, to take any damaged part for which we pay.
-
- 11. Repair And Payment After A Collision or Loss; If We Disagree On The Amount of Damage (Parts 7, 8 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. If you choose not to have **your auto** repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make **your auto** available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of **your auto** if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased.
- If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have **your auto** repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

If we fail to pay you within 7 days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage plus costs and reasonable attorneys' fees. If you request us to, we will pay the repair shop directly, however, the repair shop must certify that it meets certain requirements. If you choose not to have **your auto** repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of **your auto** and pay you that amount less your deductible. Our payment automatically reduces the actual cash value of **your auto** if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

In any event, we will never pay more than what it would cost to repair or replace the damaged property.

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

12. Sales Tax

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) we will pay, subject to your deductible, all sales taxes applicable to the loss of an auto or damage to an auto.

13. Secured Lenders

When your Coverage Selections Page shows that a lender has a secured interest in **your auto**, we will make payments under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) according to the legal interests of each party.

The secured lender's right of payment will not be invalidated by your acts or neglect except that we will not pay if the loss of or damage to **your auto** is the result of conversion, embezzlement, or secretion by you or any **household member**. Also, we will not pay the secured lender if the loss of or damage to **your auto** is the result of arson, theft or any other means of disposal committed by you or at your direction.

When we pay any secured lender we shall, to the extent of our payment have the right to exercise any of the secured lender's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the secured lender must do so within 30 days after the loss or damage becomes known to the secured lender.

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General Provisions And Exclusions (Continued)

In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must be sent to the secured lender as provided in this policy.

14. No Benefits To Anyone In The Auto Business

Coverage under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) shall not in any way benefit any person or organization having possession of **your auto** for the purpose of servicing, repairing, parking, storing, or transporting it or for any similar purpose.

15. If Two Or More Autos Are Insured Under This Policy

Two or more autos may be insured under this policy. There may be different limits for each auto. If so, when someone covered under this policy is injured while a **pedestrian** or is using an auto other than **your auto** at the time of the accident, the most we will pay under any applicable Part is the highest limit shown for that Part for any one auto on your Coverage Selections Page.

16. Trailers

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

17. Premiums For Extensions Or Renewals

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

18. False Information

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

19. Changes Which Affect Premium

If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes.

20. Pre-Insurance Inspection

Massachusetts law requires that we inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). In some cases, we may defer the required inspection of **your auto** for seven calendar days (not including legal holidays) following the effective date of coverage. If you do not have **your auto** inspected within the time allowed, coverage for that auto will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

Cancellation and Renewal

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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.

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.

We may likewise 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

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Cancellation And Renewal (Continued)

at-fault is one in which you or any person who customarily drives **your 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 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 Towing And Labor (Part 11) for reasons other than those listed above if we do so within the first 90 days of the policy period. We can cancel, in the same manner, coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Automatic Termination

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

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

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

Legal Notice Requirement

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the

effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must also be sent to the secured lender in a similar manner.

If we cancel this policy in its entirety, the cancellation is not effective unless we send the required notice to the Registry of Motor Vehicles.

If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table which compensates us for our expenses in servicing your policy.

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 on the Coverage Selections Page at least 45 days before your policy runs out. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

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When There is An Accident Or Loss

First, Help Any Injured Person

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

Second, Notify The Police, Registry Or Fire Department

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

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

Third, File The Claim With Us

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

Safe Driver Insurance Plan

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How The Safe Driver Insurance Plan Works

This policy is subject to the Safe Driver Insurance Plan. The Safe Driver Insurance Plan varies the premium for this policy based upon your driver record and that of the other drivers covered by this policy.

The Plan increases or decreases the premium for this policy through the application of rating steps. The step number assigned to your policy determines whether you receive a credit or are assessed a surcharge. Step 15 is a neutral step. Every step above 15 results in a higher premium and every step below 15 results in a lower premium. A minimum of two and a maximum of five upward steps will be assigned to each surchargeable at-fault accident or surchargeable moving traffic violation.

We will send you a “Safe Driver Insurance Plan Statement” with your Coverage Selections Page if this policy is not entitled to a maximum credit.

We will also send you a booklet that includes an explanation of the Plan.

Remember: Defensive Driving Can Save Your Life And Your Money

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and a Secretary, but this policy shall not be binding unless countersigned on the Declarations by a duly authorized representative.

Stephen L. Stephano
PRESIDENT

Michael D. Blum
SECRETARY

Occidental Fire & Casualty Company

www.occiquote

800-233-1880

Fax 866-833-8240

Operator Exclusion Form

It is agreed that the person named below will not operate the vehicle(s) described below, or any replacement thereof, under any circumstances whatsoever.

Named Excluded Driver and Date of Birth

Vehicle Description

I am aware that under the terms of my Massachusetts Automobile Insurance Policy, if I, or someone on my behalf, provides 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 then answers given for all listed operators. Payments under Uninsured Motorist & Property Damage may also be limited to those 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 required payment of additional premium on my policy under the Merit Rating Plan.

Date

Policyholder's Signature

Date

Excluded Operator's Signature

APPLICATION FOR BENEFITS—PERSONAL INJURY PROTECTION

DATE:	OUR POLICYHOLDER:	DATE OF ACCIDENT:	FILE NUMBER:
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TO ENABLE US TO DETERMINE IF YOU ARE ENTITLED TO BENEFITS UNDER THE MASSACHUSETTS PERSONAL INJURY PROTECTION LAW, PLEASE COMPLETE THIS FORM AND RETURN IT PROMPTLY.

TO: _____
CLAIM DEPT.

YOUR NAME:	HOME TELEPHONE NO. () ()	BUSINESS TELEPHONE NO. () ()
YOUR ADDRESS (NO., STREET, CITY, OR TOWN, STATE AND ZIP CODE):	DATE OF BIRTH: / /	SOCIAL SECURITY NO.
DATE AND TIME OF ACCIDENT: / / A.M. P.M.	PLACE OF ACCIDENT (STREET, CITY OR TOWN, AND STATE)	
BRIEF DESCRIPTION OF ACCIDENT:		
AT TIME OF ACCIDENT:	WERE YOU THE DRIVER OF OUR POLICYHOLDER'S CAR? WERE YOU A PASSENGER IN OUR POLICYHOLDER'S CAR? WERE YOU A PEDESTRIAN? WERE YOU A MEMBER OF OUR POLICYHOLDER'S HOUSEHOLD?	YES / NO YES / NO YES / NO YES / NO
AS A RESULT OF THIS ACCIDENT WERE YOU INJURED? YES / NO. IF YOUR ANSWER IS YES, COMPLETE THE REST OF THIS FORM. IF NO, SIGN HERE AND RETURN THIS FORM TO US.		
SIGNATURE: _____ DATE: _____		
DESCRIBE YOUR INJURY:		
WERE YOU TREATED BY A DOCTOR? YES / NO	DOCTOR'S NAME AND ADDRESS:	
IF YOU WERE TREATED IN A HOSPITAL, WERE YOU AN IN-PATIENT? AN OUT-PATIENT?	HOSPITAL'S NAME AND ADDRESS:	
AMOUNT OF MEDICAL BILLS TO DATE \$	WILL YOU HAVE MORE MEDICAL EXPENSE? YES / NO	AT THE TIME OF YOUR ACCIDENT WERE YOU IN THE COURSE OF YOUR EMPLOYMENT? YES / NO
DID YOU LOSE WAGES OR SALARY AS A RESULT OF YOUR INJURY? YES / NO	IF YES, AMOUNT LOST TO DATE \$	WHAT IS YOUR AVERAGE WEEKLY WAGE OR SALARY? \$
IF YOU LOST TIME: DATE DISABILITY FROM WORK BEGAN:	DATE YOU RETURNED TO WORK:	
HAVE YOU RECEIVED, OR ARE YOU ELIGIBLE FOR, PAYMENTS UNDER ANY WAGE OR SALARY CONTINUATION PLAN? YES / NO	IF YES, AMOUNT \$	PER WEEK PER MONTH
HAVE YOU RECEIVED, OR ARE YOU ELIGIBLE FOR ANY PAYMENT UNDER A POLICY OF HEALTH, SICKNESS OR DISABILITY OR CONTRACT OR AGREEMENT WITH A GROUP, ORGANIZATION PARTNERSHIP OR CORPORATION TO PROVIDE, PAY FOR OR REIMBURSE THE COST OF MEDICAL EXPENSES? YES / NO IF YES, GIVE YOUR NAME, ADDRESS AND SOURCE OF PAYMENTS:		

LIST OF NAMES & ADDRESSES OF EMPLOYER AND OTHER EMPLOYERS FOR ONE YEAR PRIOR TO ACCIDENT, DATE, GIVE OCCUPATION DATES OF EMPLOYMENT:			
EMPLOYER & ADDRESS	OCCUPATION	FROM	TO
EMPLOYER & ADDRESS	OCCUPATION	FROM	TO
AS A RESULT OF YOU INJURY, HAVE YOU HAD ANY OTHER EXPENSES? YES / NO IF YES, EXPLAIN ON REVERSE SIDE.			
SIGNATURE: _____		DATE: _____	

- IMPORTANT:**
1. TO BE ELIGIBLE FOR BENEFITS YOU MUST COMPLETE AND SIGN THIS APPLICATION.
 2. YOU MUST ALSO SIGN ANY ATTACHED AUTHORIZATION(S).
 3. RETURN PROMPTLY WITH ANY MEDICAL BILLS YOU HAVE RECEIVED TO DATE.

**DO NOT DETACH
AUTHORIZATION FOR MEDICAL INFORMATION**

THIS AUTHORIZATION OR PHOTOCOPY HEROF, WILL AUTHORIZE YOU TO FURNISH ALL INFORMATION YOU MAY HAVE REGARDING MY CONDITION WHILE UNDER YOUR OBSERVATION OR TREATMENT, INCLUDING THE HISTORY OBTAINED, X-RAY AND PHYSICAL FINDINGS, DIAGNOSIS AND PROGNOSIS. YOU ARE AUTHORIZED TO PROVIDE THIS INFORMATION IN ACCORDANCE WITH THE MASSACHUSETTS PERSONAL INJURY PROTECTION BENEFITS LAW.

SIGNATURE

DATE

**DO NOT DETACH
AUTHORIZATION FOR WAGE AND SALARY INFORMATION**

THIS AUTHORIZATION OR PHOTOCOPY HEREOF, WILL AUTHORIZE YOU TO FURNISH ALL INFORMATION YOU MAY HAVE REGARDING MY WAGES OR SALARY WHILE EMPLOYED BY YOU. YOU ARE AUTHORIZED TO PROVIDE THIS INFORMATION IN ACCORDANCE WITH THE MASSACHUSETTS PERSONAL INJURY PROTECTION LAW.

SIGNATURE

DATE

SOCIAL SECURITY NUMBER: _____

**DO NOT DETACH
AUTHORIZATION FOR RELEASE OF COVERAGE INFORMATION
BY EMPLOYER OR OTHER MEDICAL EXPENSE PROVIDER**

THIS AUTHORIZATION OR PHOTOCOPY HEREOF, WILL AUTHORIZE YOU TO FURNISH ALL INFORMATION YOU MAY HAVE REGARDING ANY POLICY, CONTRACT OR AGREEMENT I HAVE WITH OR THROUGH YOU TO PROVIDE, PAY FOR OR REIMBURSE THE COST OF MEDICAL EXPENSES. THIS INFORMATION IS REQUIRED TO DETERMINE THE BENEFITS AVAILABLE TO ME UNDER THE MASSACHUSETTS PERSONAL INJURY PROTECTION BENEFITS LAW.

SIGNATURE

DATE

**OCCIDENTAL FIRE & CASUALTY CO.
NOTICE TO OPERATOR OF AN AT-FAULT ACCIDENT REPORT REVERSAL**

The _____ Insurance Company ("_____") is providing this notice to inform you that we have notified the Merit Rating Board to reverse the at-fault accident decision described in this notice that was previously reported to them because we have received additional information that indicates that, as the operator of the vehicle, you were not more than 50% at fault for the accident.

OPERATOR INFORMATION: Name: _____
Address: _____ City/State: _____ Zip Code: _____
Operator's Licensing State: _____

ACCIDENT INFORMATION:

Accident Date:
Claim Date:
State Policy Number:
Claim Number:

POLICYHOLDER INFORMATION: (only if different from the operator information)

Name: _____
Address: _____ City/State: _____ Zip Code: _____
Policyholder's Licensing State: _____

If you have any questions concerning this notice, please contact us at:

Sean Fowler-Claims Manager
800-223-5994 or 954-346-3323
Occidental Fire & Casualty Co.
PO Box 771270 Coral Springs, FL 33077-1270
800-233-1880
www.occiquote.com

*** INDICATES REQUIRED CONTENT OF NOTICE TO OPERATOR**

**OCCIDENTAL FIRE & CASUALTY CO.
NOTICE TO OPERATOR OF AN AT-FAULT ACCIDENT REPORT**

The _____ Insurance Company ("_____") is providing this notice to inform you that an at-fault accident decision for a claim recently paid by "_____" is being reported to the Merit Rating Board based on our determination that as the operator of the vehicle, you were more than 50% at fault for the accident described below. This at-fault accident may affect the cost of your auto insurance in the future.

OPERATOR INFORMATION: Name: _____
Address: _____ City/State: _____ Zip Code: _____
Operator's Licensing State: _____

ACCIDENT INFORMATION:

Accident Date:
Claim Date:
State Policy Number:
Claim Number:

POLICYHOLDER INFORMATION: (only if different from the operator information)

Name: _____
Address: _____ City/State: _____ Zip Code: _____
Policyholder's Licensing State: _____

If you were not the operator of the vehicle involved in the accident described above, or if you believe you were not more than 50% at fault in this accident, or the operator's mailing address is different from the address shown above, please contact us within 30 days of this notice at:

Sean Fowler-Claims Manager
1-800-223-5994 or 1-954-346-3323
Occidental Fire & Casualty Co.
PO Box 771270 Coral Springs, FL 33077-1270
1-800-233-1880 www.occiquote.com

*You have the right to request an additional review by one of our claims managers of our determination that you were more than 50% at fault in this accident. We must complete this additional review within 30 days of our receipt of your request.

*** INDICATES REQUIRED CONTENT OF NOTICE TO OPERATOR**

MASSACHUSETTS ENDORSEMENT – MPY-0039-S

\$100 Glass Deductible – Comprehensive

Under Comprehensive (Part 9), 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 Selection 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 damage to your auto this is covered by you Comprehensive coverage (Part 9), this \$100 glass deductible applies in addition to the deductible you selected for your Comprehensive coverage (Part 9).

[Ed. 04-08]

OCCIDENTAL FIRE & CASUALTY COMPANY OF NORTH CAROLINA

This endorsement changes coverage under **your** automobile policy. Please read it carefully.

Road Protection Coverage Endorsement – PA 15 16 08 04

In consideration of the premium paid, **we** agree to provide **you** with the following coverages:

ROAD PROTECTION COVERAGE			
COVERAGES	BASIC LIMITS of LIABILITY	DELUXE LIMITS of LIABILITY	PREMIER LIMITS of LIABILITY
Bail Bond Premium	\$200	\$300	\$500
Emergency Transportation	Maximum \$100 per occurrence	Maximum \$150 per occurrence	Maximum \$200 per occurrence
Towing and Labor	Maximum \$50 per occurrence	Maximum \$75 per occurrence	Maximum \$100 per occurrence
Rental Reimbursement	\$20 per day up to \$300	\$30 per day up to \$600	\$40 per day up to \$800
Personal Effects (in rental car)	Up to limit of \$200	Up to limit of \$300	Up to limit of \$500
Vacation Protection	\$30 per day up to \$300	\$45 per day up to \$450	\$60 per day up to \$600

I. COVERAGES - Any insurance we provide under this endorsement shall be excess over any collectible insurance providing coverage on a primary basis.

A. Bail Bond Premium

We will pay the bail bond premium for a required bond:

1. if **you** are arrested for a traffic violation;
2. if **you** must post bond to stay out of jail or ensure **your** appearance in court; and
3. up to bond amount shown in this endorsement's coverage schedule.

This coverage does not apply to loss as a result of:

1. commission of a felony;
2. driving without a valid operator's permit; or
3. being under the influence of alcohol, drugs or narcotics.

B. Emergency Transportation

We will pay for the expense of an ambulance:

1. if **you** require one as a result of an automobile accident; and
2. if the accident occurs while **you** are in the insured automobile; and
3. up to the amount shown in this endorsement's coverage schedule.

C. Towing and Labor

We will pay for towing and labor cost caused by the disablement of **your** automobile, provided the labor is performed at the place of disablement. The maximum **we** will pay per disablement is shown in the coverage schedule.

D. Rental Reimbursement - NOTE: Rental of substitute automobile under Coverages D.1., D.2., or D.3. must be from a licensed automobile rental agency.

1. Collision Loss of Use

We will pay for rental expenses incurred for a substitute automobile if required as a result of a **collision** loss to the insured automobile. **We** will pay up to the daily limit shown in the coverages schedule for a maximum of 20 days. Payment is limited to rental expenses incurred for the period beginning at 12:01 a.m.:

- a. if repairable, on the day after **you** authorize repairs to be made and deliver the insured automobile to a garage for repairs. Coverage ends 48 hours after the insured automobile is repaired; and
- b. if unrepairable, from the date of collision up to the 20 day maximum, unless **you** replace the insured automobile.

2. Theft Loss of Use

We will pay **you** for rental expenses incurred for a substitute automobile if required as a result of the theft of **your** entire insured automobile. **We** will pay up to the amount shown in the coverage schedule for a maximum of 20 days. Payment is limited to rental expenses incurred:

- a. for the period beginning 48 hours after the theft has been reported to the police;
- b. ending when the Company pays for loss or vehicle is returned to use.

3. Emergency Travel Loss of Use

We will pay for emergency automobile rental expenses incurred:

- a. as a result of **your** insured automobile being repaired at the place of disablement; and
- b. at least 250 miles from **your** residence as stated on the policy declarations page; and
- c. up to the daily limit and maximum days shown in this endorsement's coverage schedule.

E. Personal Effects Loss from Rental Auto

We will pay for loss or damage caused by fire, lightning, or theft to personal effects:

1. owned by **you** or any member of **your** family that resided in the same household;
2. while being carried in an automobile rented by **you** as a result of a loss under coverage D.1., D.2., or D.3.; and
3. in the event of theft, there must be visible signs of forcible entry.

Our limit of liability will not exceed the lesser of:

1. the maximum limit shown in the coverage schedule;
2. the actual cash value of the personal effects at the time of loss; or
3. what it would cost to repair or replace the personal effects, or any part thereof with another of like kind and quality, with deduction for depreciation.

Payment is limited to no more than 25% of the limit of liability for loss to:

1. any article of jewelry;
2. watches;
3. furs or articles trimmed with or consisting primarily of fur.

We may:

1. pay for the loss in money or repair or replace the personal effects or its part(s);
2. return the stolen property with payment for any resulting damage; or
3. take all or part of the personal effects at the agreed or appraised value.

F. Vacation Protection

We will reimburse **you** for any necessary additional living expenses incurred due to the loss of use of a recreational vehicle which **you** are using as vacation living quarters. The loss of use must be due to either collision, fire, lightning, or theft of the recreational vehicle. The maximum **we** will pay for necessary additional living expenses is shown in the coverage schedule.

II. EXCLUSIONS - **We** will not pay for loss under this endorsement:

1. while the insured automobile is used as a taxicab or any other public or livery conveyance;
2. due to:
 - a. war, declared or undeclared;
 - b. civil war;
 - c. insurrection;
 - d. rebellion or revolution; or
 - e. civil commotion;
3. for loss resulting from any willful or malicious act by **you**;
4. while the insured automobile is used in any illicit trade or transportation;
5. to commercial trucks;
6. to trucks, buses or other motor vehicles in excess of a 3/4 ton chassis;
7. to motorcycles or motor bikes of any kind or trailers of any kind;
8. to any automobile while at time of loss was being used in any race, speed contest or sporting event;
9. for theft loss of use when the person taking the insured automobile was given **your** permission; or
10. for loss or damage to the rental automobile or its parts.

This coverage is effective when the form number appears on the endorsement section of the policy declarations page. All other policy provisions apply.