

COVERAGE SELECTIONS PAGE

{LOGO}

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

This policy is Issued By: XX

Massachusetts Personal Automobile
Policy Number: XXX 9999999

ITEM 1. This policy is Issued To:
XX
XX
XX
XX
XX

Agent: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XX
XX
XX
XX

Agent Code: 9999999 Agent Phone (999) 999-9999

ITEM 2. This policy is effective from: XXXXXXXXXX 99, 9999 To: XXXXXXXXXX 99, 9999 (12:01 A.M. Eastern Standard Time)

Transaction Effective Date XXXXXXXXXX 99, 9999 **Premium for this Transaction** \$99999.99
Reason for Transaction XXX

THIS IS NOT A BILL. YOU WILL RECEIVE A SEPARATE BILL FOR THIS TRANSACTION.

ITEM 3. Description of your Auto:

AUTO 99: 9999 XXXXXXXXXXXXXXXXXXXX 9X9XX99XX9999999	AUTO 99: 9999 XXXXXXXXXXXXXXXXXXXX 9X9XX99XX9999999
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ITEM 4. This policy provides only the coverages for which a premium charge is shown.

COVERAGES, Parts 1-12	AUTO 99			AUTO 99		
COMPULSORY INSURANCE	LIMITS	DEDUCTIBLE	PREMIUM	LIMITS	DEDUCTIBLE	PREMIUM
1. Bodily Injury To Others	\$ 20,000 per person \$ 40,000 per accident	NONE	\$99999.99	\$20,000 per person \$40,000 per accident	NONE	\$99999.99
2. Personal Injury Protection	\$ 8,000 per person	\$99999 <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$99999.99	\$ 8,000 per person	\$99999 <input type="checkbox"/> yourself <input type="checkbox"/> yourself and household members	\$99999.99
3. Bodily Injury Caused By An Uninsured Auto (Compulsory Limits \$20,000/\$40,000)	\$9,999,999 per person \$9,999,999 per accident	NONE	\$99999.99	\$9,999,999 per person \$9,999,999 per accident	NONE	\$99999.99
4. Damage To Someone Else's Property (Compulsory Limit \$5,000)	\$9,999,999 per accident	NONE	\$99999.99	\$9,999,999 per accident	NONE	\$99999.99

OPTIONAL INSURANCE						
5. Optional Bodily Injury To Others	\$9,999,999 per person \$9,999,999 per accident	NONE	\$99999.99	\$9,999,999 per person \$9,999,999 per accident	NONE	\$99999.99
6. Medical Payments	\$9,999,999 per person	NONE	\$99999.99	\$9,999,999 per person	NONE	\$99999.99
7. Collision	Actual Cash Value	\$99999	\$99999.99	Actual Cash Value	\$99999	\$99999.99
8. Limited Collision	Actual Cash Value	\$99999	\$99999.99	Actual Cash Value	\$99999	\$99999.99
9. Comprehensive	Actual Cash Value	\$99999	\$99999.99	Actual Cash Value	\$99999	\$99999.99
10. Substitute Transportation	Up to \$9,999 a day, maximum \$9,999	NONE	\$99999.99	Up to \$9,999 a day, maximum \$9,999	NONE	\$99999.99
11. Towing and Labor	Up to \$9,999,999 For each disablement	NONE	\$99999.99	Up to \$9,999,999 for each disablement	NONE	\$99999.99
12. Bodily Injury Caused By An Underinsured Auto	\$9,999,999 per person \$9,999,999 per accident	NONE	\$99999.99	\$9,999,999 per person \$9,999,999 per accident	NONE	\$99999.99

DRIVING RECORD RATING PLAN (MERIT RATING PLAN)	Peerless Responsible Driver Discount XXXXXXXXXX	\$99999.99	Peerless Responsible Driver Discount XXXXXXXXXX	\$99999.99
	Driving Record Points 9999	\$99999.99	Driving Record Points 9999	\$99999.99

	TOTAL AUTO PREMIUM	\$99999.99		TOTAL AUTO PREMIUM	\$99999.99
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Identification Numbers of Endorsements Forming a Part of This Policy (Policy Level): Refer to SCHEDULE OF ENDORSEMENTS				TOTAL PREMIUM	\$99999.99
AUTO 99	Refer to SCHEDULE OF ENDORSEMENTS				
AUTO 99	Refer to SCHEDULE OF ENDORSEMENTS				

REFER TO FOLLOWING PAGE FOR ADDITIONAL INFORMATION

COVERAGE SELECTIONS PAGE

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

{LOGO}

COVERAGE SELECTIONS PAGE

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

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 discounts is indicated in Item 5. If you wish to review your policy your agent, please contact the number shown at the top of the Coverage Selections Page. The following discounts are available:

Age 65 or Older	Driver Training	Account	Peerless Ins. Risk Modifier
Air Bag/Automatic Seatbelts	Driving Years	Multi-Car	Motorcycle Rider Training
Annual Mileage	Enrollment Credit	Tenure	
Anti-Theft	Good Student	Public Transit	

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 page 1 for each auto is based on the driving records of the operators listed on your policy. Discounts result from incident-free driving. Refer to the statement furnished with your Coverage Selections Page to review each operator's driving record.

Countersigned by: XX

Notice of Transfer of Insurer

Name and Address of Insured _____

Description of Vehicle(s) _____
Year Make Year Make

Name of Former Carrier _____ Policy Number _____

Name of Former Agent or Agency _____

I hereby certify that coverage is bound with _____

effective _____

Producer _____

Address _____

Please affix stamp here and certify by signing

Notice of Transfer of Insurer

Name and Address of Insured _____

Description of Vehicle(s) _____
Year Make Year Make

Name of Former Carrier _____ Policy Number _____

Name of Former Agent or Agency _____

I hereby certify that coverage is bound with _____

effective _____

Producer _____

Address _____

Please affix stamp here and certify by signing

Notice of Transfer of Insurer

Name and Address of Insured _____

Description of Vehicle(s) _____
Year Make Year Make

Name of Former Carrier _____ Policy Number _____

Name of Former Agent or Agency _____

I hereby certify that coverage is bound with _____

effective _____

Producer _____

Address _____

Please affix stamp here and certify by signing

Automobile Insurers Bureau

Massachusetts Automobile Insurance Policy

Peerless Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

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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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.

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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.

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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.

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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.
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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.

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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.

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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**

Automobile Insurers Bureau

Massachusetts Automobile Insurance Policy

**Peerless Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431**

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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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.

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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.

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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.

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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.
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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.
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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.

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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.

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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**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DIMINISHING COLLISION/LIMITED COLLISION DEDUCTIBLE
MASSACHUSETTS**

A Diminishing Collision or Limited Collision Deductible applies only when shown on the Coverage Selections Page.

AGREEMENT

The following provision is added:

DIMINISHING COLLISION OR LIMITED COLLISION DEDUCTIBLE:

The Collision or Limited Collision Deductible(s) shown on the Coverage Selections Page is/are reduced by \$50, provided that:

1. At the inception of this policy term, this policy has been free of "losses" for at least the immediate preceding renewal term.
2. At the inception of this policy term, all autos eligible for the Diminishing Collision or Limited Collision Deductible must have continuously maintained Collision or Limited Collision Coverage, with a minimum \$50 deductible.

After the initial policy term in which the conditions in **(1.)** and **(2.)**, above have been met, the Collision or Limited Collision Deductible(s) shown on the Coverage Selections Page will be reduced by an additional \$50 for each full policy term during which there have been no auto "losses", for a total maximum Collision or Limited Deductible reduction per vehicle of \$250.

"Loss" as used in this endorsement means any Collision or Limited Collision claim, regardless of fault, filed under Collision or Limited Collision Coverage provided by this policy that results in payment, regardless of the amount paid, to which the Collision or Limited Collision Deductible or Diminished Collision or Limited Collision Deductible is/are applicable.

If your policy has earned a reduced Collision or Limited Collision Deductible, the Policy Declarations will reflect an aggregate Diminished Collision or Limited Collision Deductible, per eligible vehicle. The Diminished Collision or Limited Collision Deductible will be applicable to all "losses" during the policy term to which the Collision or Limited Collision Deductible would otherwise apply.

Once a "loss" has occurred, a new qualification period begins, and the Collision or Limited Collision Deductible amount shown on the Coverage Selections Page (per vehicle) will be restored in full, effective the inception of the policy term immediately following the term in which the "loss" occurred.

All other provisions of this policy apply.

ACKNOWLEDGMENT OF REQUIREMENT FOR PRE-INSURANCE INSPECTION

(This is **not** a safety inspection)

Name and Address of Insured or Applicant:

EFFECTIVE DATE
OF COVERAGE:

INSPECTION MUST BE
COMPLETED BY:

POLICY NUMBER: _____

VEHICLES TO BE INSPECTED:

	YEAR	MAKE	MODEL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

By my signature below I certify that I have been informed that my vehicle(s) which is (are) being insured for Comprehensive and/or Collision or Limited Collision Coverage must be inspected by a representative of the insurer. This inspection must be completed within ten (10) calendar days (not including legal holidays and Sundays) after the effective date of coverage, and in no event later than the date shown above to avoid a suspension in coverage.

I understand that failure to submit to the required inspection(s) will result in the suspension (losses will not be covered) of the physical damage coverages (Fire and Theft/Comprehensive, Collision, Limited Collision) as of 12:01 A.M. of the day following the date by which the inspection must be completed, as shown above.

I understand that if coverage is suspended it will be restored only after the inspection has been completed **and** the adjusted premium due for such coverage(s) has been paid.

I have received a copy of the Pre-Insurance Inspection Site Listings.

SIGNATURE OF INSURED OR APPLICANT: _____ (DATE)

SIGNATURE OF PRODUCER OR INSURANCE
COMPANY REPRESENTATIVE: _____ (DATE)

NAME, ADDRESS AND TELEPHONE NUMBER
OF PRODUCER OR INSURANCE COMPANY
REPRESENTATIVE COMPLETING THIS FORM: _____

INSURED/APPLICANT MUST RECEIVE A COMPLETED COPY OF THIS FORM

APPLICATION FOR GOOD STUDENT DISCOUNT

NAME AND ADDRESS:

POLICY NUMBER:

Peerless Insurance Company offers a Good Student Discount if a driver on the policy meets the Good Student requirements below. The discount may be applied mid-term.

1. The rated inexperienced operator is a full time high school or post-secondary student.
2. The scholastic records for the immediately preceding school term show that such student attained at least one of the following achievements.
 - a. The student ranked among the upper 20% of the class scholastically.
 - b. In schools using letter grades, the student had a grade average of "B" or its equivalent or, if the system of letter grading cannot be averaged, no grade shall be below "B."
 - c. In schools using numerical grade points, such as 4, 3, 2, and 1 points, the student had an average of at least 3 points for all subjects combined.
 - d. The student was included in "Dean's List," "Honor Roll," or comparable list indicating scholastic achievement.
 - e. In the case of home schooling, the student provides evidence of either of the following accomplishments.
 - 1) A standardized form certified by an approved 3rd party organization showing evidence of paragraphs (b) or (c) above.
 - 2) Evidence of scoring in the upper 20% on an annual national standardized exam.
 - 3) The company is furnished a statement, certified by a school official, indicating attainment of at least one of the above requirements.

APPLICANT'S STATEMENT

The rated inexperienced operator of this car is a full time student.
Good Student Driver

Birth Date

I hereby apply for the Good Student Discount based on the statement below or the attached evidence of scholastic attainment.

Signature of Named Insured

Date

SCHOOL OFFICIAL'S STATEMENT

I certify that _____ is a student in this school and fits the category set forth in paragraph 2, part _____ above.

Signature of School Official

Title

Name of School

Location of School

PUBLIC TRANSIT DISCOUNT VERIFICATION

A discount is applied for any auto to which this endorsement applies as shown on the Coverage Selections page if:

- a. You provide us with a minimum of 8 monthly passes or tickets from a qualified transit system within the past 12 months. In the event the tickets or passes are misplaced or lost, you can submit other evidence of purchase. We will decide whether the evidence of purchase you submit is acceptable in place of the misplaced or lost passes or tickets, and
- b. You do not drive your automobile to work or school more than 10 days per month.

APPLICANT'S STATEMENT

Name of Operator

I hereby apply for the Public Transit Discount based on the provided evidence of using qualified transit systems per the above guidelines for the required time during the previous 12 months.

Signature of Named Insured

Date

APPLICATION FOR MASSACHUSETTS MOTOR VEHICLE INSURANCE

PRODUCER	CODE:	APPLICANT'S NAME, RESIDENTIAL ADDRESS AND ZIP	PHONE:
BINDER/POLICY #:		MAIL ADDRESS (IF DIFFERENT)	
EFFECTIVE DATE	EXPIRATION DATE		
[COMPANY USE]		DIRECT BILL AGENCY BILL	PAYMENT PLAN
		DEPOSIT PREMIUM	

COVERAGE INFORMATION: Massachusetts Law requires that if a company elects to provide Compulsory Insurance Coverage (Parts 1,2,3,4), it must also offer the following Optional Coverages: Optional Bodily Injury to Others, Bodily Injury Caused by An Uninsured Auto, Bodily Injury Caused by An Underinsured Auto at limits up to \$35,000 each person, \$80,000 each accident, Medical Payments Coverage up to \$5,000, Collision, Limited Collision, Comprehensive and Substitute Transportation. However, Part 7, Collision, Part 8, Limited Collision, and Part 9, Comprehensive coverages may be refused or cancelled in certain situations as provided for in the law. Part 11, Towing and Labor Coverage is available at the option of the Company.

COVERAGES PARTS 1 - 12	AUTO 1		AUTO 2	
COMPULSORY INSURANCE	LIMITS/DEDUCTIBLE	PREMIUM	LIMITS/DEDUCTIBLE	PREMIUM
1. BODILY INJURY TO OTHERS	\$20,000 PER PERSON/\$40,000 PER ACCIDENT	\$	\$20,000 PER PERSON/\$40,000 PER ACCIDENT	\$
2. PERSONAL INJURY PROTECTION	\$8,000 PER PERSON <input type="checkbox"/> YOURSELF	\$	\$8,000 PER PERSON <input type="checkbox"/> YOURSELF	\$
	\$ DED <input type="checkbox"/> YOURSELF & HOUSEHOLD MEMBERS	\$	\$ DED <input type="checkbox"/> YOURSELF & HOUSEHOLD MEMBERS	\$
3. BODILY INJURY CAUSED BY AN UNINSURED AUTO (COMPULSORY LIMITS \$20,000/\$40,000)	\$ PER PERSON	\$	\$ PER PERSON	\$
4. DAMAGE TO SOMEONE ELSE'S PROPERTY (COMPULSORY LIMIT \$5,000)	\$ PER ACCIDENT	\$	\$ PER ACCIDENT	\$
OPTIONAL INSURANCE				
5. OPTIONAL BODILY INJURY TO OTHERS	\$ PER PERSON	\$	\$ PER PERSON	\$
	\$ PER ACCIDENT	\$	\$ PER ACCIDENT	\$
6. MEDICAL PAYMENTS	\$ PER PERSON	\$	\$ PER PERSON	\$
7. COLLISION	ACV	\$ DED	ACV	\$ DED
	WAIVER OF DEDUCTIBLE	\$	WAIVER OF DEDUCTIBLE	\$
8. LIMITED COLLISION	ACV	\$ DED	ACV	\$ DED
9. COMPREHENSIVE	ACV	\$ DED	ACV	\$ DED
	\$100 GLASS DEDUCTIBLE	\$	\$100 GLASS DEDUCTIBLE	\$
10. SUBSTITUTE TRANSPORTATION	UP TO \$ A DAY, MAXIMUM \$	\$	UP TO \$ A DAY, MAXIMUM \$	\$
11. TOWING AND LABOR	UP TO \$ FOR EACH DISABLEMENT	\$	UP TO \$ FOR EACH DISABLEMENT	\$
12. BODILY INJURY CAUSED BY AN UNDERINSURED AUTO	\$ PER PERSON	\$	\$ PER PERSON	\$
	\$ PER ACCIDENT	\$	\$ PER ACCIDENT	\$
MERIT RATING PLAN	PREMIUM ADJUSTMENT	\$	PREMIUM ADJUSTMENT	\$
GUEST OCCUPANT EXCLUSION FOR MOTORCYCLE	PREMIUM	\$	PREMIUM*	\$
TOTAL PREMIUM				\$

VEHICLE INFORMATION	PLACE OF PRINCIPAL GARAGING - AUTO 1: STREET ADDRESS, CITY OR TOWN ZIP CODE	AUTO 2:
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#	YEAR	MAKE, MODEL AND, IF MOTORCYCLE, C.C.	VEHICLE IDENTIFICATION NUMBER	GROSS VEHICLE WEIGHT RATING FOR VAN OR PICK-UP	REGISTRATION PLATE NUMBER	DATE OF PURCHASE	VEHICLE COST NEW OR MOTORCYCLE AVERAGE RETAIL VALUE	MILES AUTO WAS DRIVEN IN PAST 12 MOS	ODOMETER READING
1									
2									

#	AIR BAG/PASSIVE SEAT BELT (YES/NO)	ANTI- THEFT (YES/NO)	VEHICLE RECOVERY SYSTEM (YES/NO)	LEASED AUTO (YES/NO)	SECURED LENDER AND/OR LESSOR (Please include name and address)
1					
2					

NOTICE: Evidence of installation of an anti-theft device or a vehicle recovery system is required to receive a discount for Part 9, Comprehensive. If your auto is not equipped with an anti-theft device or a vehicle recovery system and your auto is on the High-Theft Vehicle List furnished with this application, you may be charged an Extra-Risk rate for Part 9, Comprehensive.

DRIVER INFORMATION **Furnish information for the applicant and each individual who customarily operates the auto(s) whether or not a Household Member.** Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

OPERATOR NAME	DATE OF BIRTH	CURRENT DRIVER'S LICENSE # /LICENSED STATE If licensed in another state or country within the last 6 years, also indicate that state or country and the license number.	MERIT RATING POINTS	DATE FIRST LICENSED			DRIVER TRAINING YES / NO	% OF USE				
				MASS	OTHER	MOTOR CYCLE		AUTO 1	AUTO 2	AUTO 3	AUTO 4	
1												
2												
3												
4												

NOTICE 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 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. You must notify us of changes that have occurred prior to the renewal of this policy and during the policy period. We may also limit our payments under Part 3 and Part 4.

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.

PLEASE CONTINUE AND COMPLETE INFORMATION ON REVERSE

DRIVER INFORMATION (CONTINUED) Explain all "Yes" responses in the REMARKS Section. During the last six years have you or any listed operator:

	YES	NO		YES	NO
A. BEEN INVOLVED IN ANY MOTOR VEHICLE ACCIDENT OR BEEN FOUND GUILTY OF ANY MOVING VIOLATION?			D. BEEN CONVICTED OF VEHICULAR HOMICIDE, AUTO RELATED FRAUD, AUTO THEFT, OR DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS?		
B. BEEN ASSIGNED TO AN ALCOHOL EDUCATION PROGRAM?			E. RECEIVED PAYMENT FROM AN INSURANCE COMPANY FOR ANY COMPREHENSIVE CLAIM?		
C. HAD TWO OR MORE TOTAL FIRE OR TOTAL THEFT CLAIMS ?			F. HAD YOUR LICENSE REVOKED OR SUSPENDED?		

LICENSE INFORMATION Once you or the principal operator listed on this application 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 Vehicle's website at www.mass.gov/rmv.

MERIT RATING INFORMATION If in the last six years any listed 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 in assigning merit rating points.

GENERAL INFORMATION Explain all "Yes" responses in the REMARKS Section; on Questions 3 - 8 include the auto number.

	YES	NO		YES	NO
1. DO YOU PRESENTLY OWE ANY MOTOR VEHICLE PREMIUM, PAYABLE IN THE LAST TWELVE MONTHS?			5. 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?		
2. HAS YOUR AUTOMOBILE INSURANCE POLICY BEEN CANCELED OR NON-RENEWED FOR ANY REASON IN THE LAST THREE YEARS?			6. IS ANY VAN OR PICK-UP EQUIPPED WITH CUSTOM FURNISHINGS OR CUSTOM EQUIPMENT? (If Yes, You May Wish to Purchase Additional Coverage.)		
3. ARE ANY LISTED OPERATORS INCLUDED ON ANOTHER POLICY OR DO THEY HAVE THEIR OWN MASSACHUSETTS PERSONAL AUTOMOBILE POLICY? (LIST OPERATOR #, INSURANCE COMPANY, AND POLICY#)			7. IS ANY AUTO EQUIPPED WITH ELECTRONIC EQUIPMENT PERMANENTLY INSTALLED BUT NOT IN LOCATIONS USED BY THE AUTO MANUFACTURER FOR SUCH EQUIPMENT? (If You Wish to Purchase Coverage For these Items, list Make, Model, Serial #, Amount of Ins. for Items).		
4. IF A VEHICLE IS A MOTORCYCLE, HAS THE PRINCIPAL OPERATOR COMPLETED AN APPROVED MOTORCYCLE RIDER TRAINING PROGRAM? (ATTACH COPY OF CERTIFICATE OR OTHER EVIDENCE OF COMPLETION)			8. IS ANY AUTO USED IN BUSINESS? (Type of Business) A. IF VAN/PICK-UP, IS IT USED TO DELIVER/TRANSPORT GOODS? B. IS GROSS VEHICLE WEIGHT 10,000 POUNDS OR MORE?		

9. 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 Coverage Parts 7, 8, or 9)		ATTACHMENTS	
AUTO 1 _____	AUTO 2 _____	<input type="checkbox"/>	ANTI-THEFT DEVICE CERTIFICATE
		<input type="checkbox"/>	APPRAISAL
		<input type="checkbox"/>	APPROVED DRIVER TRAINING CERTIFICATE
		<input type="checkbox"/>	APPROVED MOTORCYCLE RIDER TRAINING CERTIFICATE.
		<input type="checkbox"/>	CUSTOMIZED EQUIPMENT EVIDENCE
		<input type="checkbox"/>	OPERATOR EXCLUSION FORM
		<input type="checkbox"/>	OUT-OF-STATE DRIVER RECORD
		<input type="checkbox"/>	PRE-INSURANCE FORM
		<input type="checkbox"/>	VEHICLE RECOVERY SYSTEM CERTIFICATE

REMARKS IF ADDITIONAL SPACE IS REQUIRED, ATTACH ADDITIONAL SHEET(S) OF PAPER.

FAIR CREDIT REPORTING ACT: In connection with your application for insurance and as part of our normal underwriting procedure, an investigative consumer report may be obtained, including, if applicable, information as to character, general reputation, personal characteristics and mode of living. This information is obtained through personal interviews with your friends, neighbors and associates. Upon written request, received within a reasonable time, additional detailed information concerning the nature and scope of this investigation will be provided.

DECLARATIONS AND SIGNATURES

I DECLARE THAT ALL THE STATEMENTS CONTAINED IN THIS APPLICATION ARE COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE AS OF THIS DATE. I UNDERSTAND THAT THE COMPANY MAY EXCHANGE PAYMENT OF PREMIUM INFORMATION AND ACCIDENT OR CLAIM INFORMATION WITH MY PREVIOUS AUTOMOBILE INSURANCE COMPANY.

Signature of Applicant

Date and Time

TO BE COMPLETED BY AGENT:
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.

Signature of Agent

Date and Time

IF THIS APPLICATION IS BEING ELECTRONICALLY TRANSMITTED, THE FOLLOWING MUST ALSO BE COMPLETED:
I agree to be bound by this electronic record and it shall have the same legal force and effect as the written application.

Applicant's Name

NOTICE OF MANDATORY PRE-INSURANCE INSPECTION REQUIREMENT

(This is **not** a safety inspection)

IMMEDIATE ACTION REQUIRED TO AVOID LOSS OF INSURANCE COVERAGE

NAME AND ADDRESS OF INSURED:

DATE OF MAILING:

EFFECTIVE DATE
OF COVERAGE:

INSPECTION MUST BE
COMPLETED BY:

POLICY NUMBER: _____

Dear Policyholder:

This will confirm coverage for FIRE AND THEFT/COMPREHENSIVE COLLISION LIMITED COLLISION on your:

	YEAR	MAKE	MODEL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Please disregard this notice if you have already had your vehicle inspected.

This notice will also serve as a reminder that the above described car(s) **must** be inspected by the date indicated above or your physical damage coverages will be **suspended** effective 12:01 A.M. on _____.

If you have your car inspected after the above deadline your coverage will only be restored after your car has been inspected **and** the adjusted premium due for the coverages listed above has been paid. You will have **no** coverage for any physical damage loss that occurs during the suspension period.

FOR FURTHER INFORMATION PLEASE CALL

Very truly yours,

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:

Please return by _____

Policy Number: _____

NAME AND ADDRESS OF INSURED:

Producer:

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

	Auto 1	Auto 2	Auto 3	Auto 4
Year and Make of Auto	_____	_____	_____	_____
Vehicle Identification Number	_____	_____	_____	_____
Current odometer reading	_____	_____	_____	_____
Report the number of miles the auto was driven in the past twelve (12) months	_____	_____	_____	_____
If the auto is used to commute all or part of the way to work or school, indicate:				
• 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

MASSACHUSETTS RENEWAL FORM

Issued by: _____

Policy Number _____

Policy Renewal Date _____

Name and Address Of Insured

Name and Address of Agency

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, our records indicate that your auto(s) is:

	<u>Auto 1</u>	<u>Auto 2</u>		<u>Auto 1</u>	<u>Auto 2</u>
1. Used in business.	_____	_____	4.(a) Equipped with electronic equipment that reproduces audio, visual or data signals that has been permanent 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.	_____	_____			
3. Our information indicates that your auto(s) is principally garaged in:	_____	_____	(b) Equipped with custom furnishings or custom equipment (applicable to vans or pick-up trucks)	_____	_____

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.

Oper No	Operator Name	Date of Birth	Driver's License Number	Lic. State	Date First Licensed in any State/Country		Driver Training Yes/No	% of Use		Please Indicate Reason For Change
					Auto	Motor cycle		Auto 1	Auto 2	

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 BELOW

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

LIBERTY ADVANTAGE™ ENDORSEMENT

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AUTO SPECIAL PROVISIONS MASSACHUSETTS

For no additional premium, we agree to provide these additional coverages. However, with respect to this endorsement, all provisions of the Massachusetts Automobile Insurance Policy to which it is attached apply, except as modified herein.

I. New Car Replacement Coverage

This coverage applies only if the Coverage Selections Page indicates that Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) coverage applies to **your auto**. If **your auto** is stolen, this coverage applies only if Comprehensive (Part 9) coverage applies to **your auto**.

A. Definitions

For the purpose of this coverage the following definitions are added:

1. **"New"** means not previously titled under the motor vehicle laws of any state.
 - "New"** does not apply to a substitute or non-owned vehicle.
 - "New"** does not apply to a leased vehicle.
 - "New"** does not apply to a **motorcycle, motor home or trailer**.
2. **"Total loss"** means a loss in which the cost to repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Replacement features

The New Car Replacement Coverage applies if a covered **total loss** occurs to **your auto** and:

1. **Your auto is new**; and
2. The **total loss occurred** within 12 months of the vehicle's purchase date; and
3. The **total loss occurred** within the vehicle's first 15,000 miles as shown on the odometer.

We will pay, less the deductible, the cost in cash **we** can negotiate for a **new** vehicle. The **new** vehicle will be of the same year, make, model, and optional equipment as **your auto** that is a **total loss**. If such vehicle is unavailable, **we** will pay, less the deductible, the cost in cash **we** can negotiate for an available vehicle. Such available vehicle will be similar in class and body type to the year, make, model, and optional equipment as **your auto** that is a **total loss** or is stolen.

C. Conditions

1. **Our** liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.
2. **We** will pay for "customized equipment" only as described in the ~~insured's~~ policy or policy endorsements.

LIBERTY ADVANTAGE™ ENDORSEMENT

II. Enhanced Substitute Transportation Coverage

The provisions and exclusions applicable Substitute Transportation (Part 10) are amended by this endorsement as follows:

Enhanced Substitute Transportation Coverage applies only if:

1. A covered loss occurs to **your auto**; and
2. **Your auto** is withdrawn from use for more than 24 hours. In the event of a theft, the vehicle must have been reported missing for at least 48 hours.
3. Substitute Transportation Coverage applies to **your auto**.
4. **Your auto** is not a **motor home**.
5. **Your auto** is not a **motorcycle**.

At your option, if you choose to:

1. Allow us to make the rental car arrangements with a rental car provider of our choice; and
2. Repair all the damage to **your auto** at a repair shop approved by **us**; then

We will pay for the rental car until completion of the repairs of the damage to **your auto**. If you require a vehicle which exceeds the daily limit you purchased, and we arrange for a rental with a rental car provider of our choice, you will only have to pay the difference between the expense of the vehicle you choose and the daily limit you purchased.

All other provisions of Substitute Transportation (Part 10) apply.

III. Enhanced Towing and Labor

The provisions and exclusions applicable to Towing and Labor (Part 11) are modified by this endorsement as follows:

This coverage applies when Towing and Labor coverage applies to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

At your option, if you choose to call ~~Liberty Mutual's the Peerless~~ toll free Roadside Assistance number we will pay the cost to tow **your auto** if you allow us to make arrangements to tow **your auto** to the nearest repair facility approved by **us**.

All other provisions Towing and Labor (Part 11) apply.

IV. Mechanical Parts Replacement Cost Coverage

The provisions and exclusions applicable to Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) are modified by this endorsement as follows:

This coverage applies when Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverage applies to **your auto** and there is a covered loss to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

In the event that **your auto** has a covered loss and there is damage to mechanical non-body related parts of **your auto**, we will not apply depreciation to replace those damaged mechanical non-body related parts.

All other provisions of Collision (Part 7) or Limited Collision (Part 8) and Comprehensive (Part 9) apply.

~~AS 2311 02 08 Liberty Mutual Insurance Company Page 2 of 2~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL AUTO
SPECIAL PROVISIONS
MASSACHUSETTS**

For no additional premium, we agree to provide these additional coverages. However, with respect to this endorsement, all provisions of the Massachusetts Automobile Insurance Policy to which it is attached apply, except as modified herein.

I. New Car Replacement Coverage

This coverage applies only if the Coverage Selections Page indicates that Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) coverage applies to **your auto**. If **your auto** is stolen, this coverage applies only if Comprehensive (Part 9) coverage applies to **your auto**.

A. Definitions

For the purpose of this coverage the following definitions are added:

1. **"New"** means not previously titled under the motor vehicle laws of any state.
"New" does not apply to a substitute or non-owned vehicle.
"New" does not apply to a leased vehicle.
"New" does not apply to a **motorcycle, motor home or trailer**.
2. **"Total loss"** means a loss in which the cost to repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Replacement features

The New Car Replacement Coverage applies if a covered **total loss** occurs to **your auto** and:

1. **Your auto** is **new**; and
2. The **total loss occurred** within 12 months of the vehicle's purchase date; and
3. The **total loss occurred** within the vehicle's first 15,000 miles as shown on the odometer.

We will pay, less the deductible, the cost in cash **we** can negotiate for a **new** vehicle. The **new** vehicle will be of the same year, make, model, and optional equipment as **your auto** that is a **total loss**. If such vehicle is unavailable, **we** will pay, less the deductible, the cost in cash **we** can negotiate for an available vehicle. Such available vehicle will be similar in class and body type to the year, make, model, and optional equipment as **your auto** that is a **total loss** or is stolen.

C. Conditions

1. **Our** liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.
2. **We** will pay for "customized equipment" only as described in the policy or policy endorsements.

II. Enhanced Substitute Transportation Coverage

The provisions and exclusions applicable to Substitute Transportation (Part 10) are amended by this endorsement as follows:

Enhanced Substitute Transportation Coverage applies only if:

1. A covered loss occurs to **your auto**; and
2. **Your auto** is withdrawn from use for more than 24 hours. In the event of a theft, the vehicle must have been reported missing for at least 48 hours.
3. Substitute Transportation Coverage applies to **your auto**.
4. **Your auto** is not a **motor home**.
5. **Your auto** is not a **motorcycle**.

At your option, if you choose to:

1. Allow us to make the rental car arrangements with a rental car provider of our choice; and
2. Repair all the damage to **your auto** at a repair shop approved by **us**; then

We will pay for the rental car until completion of the repairs of the damage to **your auto**. If you require a vehicle which exceeds the daily limit you purchased, and we arrange for a rental with a rental car provider of our choice, you will only have to pay the difference between the expense of the vehicle you choose and the daily limit you purchased.

All other provisions of Substitute Transportation (Part 10) apply.

III. Enhanced Towing and Labor

The provisions and exclusions applicable to Towing and Labor (Part 11) are modified by this endorsement as follows:

This coverage applies when Towing and Labor coverage applies to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

At your option, if you choose to call the Peerless Insurance Company toll free Roadside Assistance number, we will pay the cost to tow **your auto** if you allow us to make arrangements to tow **your auto** to the nearest repair facility approved by **us**.

All other provisions of Towing and Labor (Part 11) apply.

IV. Mechanical Parts Replacement Cost Coverage

The provisions and exclusions applicable to Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) are modified by this endorsement as follows:

This coverage applies when Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverage applies to **your auto** and there is a covered loss to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

In the event that **your auto** has a covered loss and there is damage to mechanical non-body related parts of **your auto**, we will not apply depreciation to replace those damaged mechanical non-body related parts.

All other provisions of Collision (Part 7) or Limited Collision (Part 8) and Comprehensive (Part 9) apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL AUTO
ULTRA PLUS SPECIAL PROVISIONS
MASSACHUSETTS**

For an additional premium, we agree to provide these additional coverages. However, with respect to this endorsement, all provisions of the Massachusetts Automobile Insurance Policy to which it is attached apply, except as modified herein.

DEFINITIONS

Under the definition section of “**Your Auto**”, the following revisions apply:

5. C. is replaced by the following:

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 forty five days after you take title or the effective date of the lease. For any coverage provided in this policy except for Comprehensive and Collision and Limited Collision, an additional auto will have the broadest coverage we now provide for any auto shown in the Coverage Selection page.

In order for Collision or Limited Collision Coverage to apply you must ask us to insure it within 7 days after you take title or the effective date of the lease.

In order for Comprehensive Coverage to apply you must ask us to insure it within 7 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 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.

PART 4. DAMAGE TO SOMEONE ELSE’S PROPERTY

Part 4. Item 6. is amended and replaced by the following:

We will not pay for property damage which occurs:

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

PART 5. OPTIONAL BODILY INJURY TO OTHERS

Under Part 5, “Optional Bodily Injury to Others”, the following revision applies:

We will also pay up to \$1,000 for the cost of bail bonds required as a result of an accident covered under this Part including bail bonds for traffic violations related to the accident.

PART 6. MEDICAL PAYMENTS

Under **Part 6. Medical Payments**, the following paragraphs are added:

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

- A.** If you or a **household member** die within three years of the accident because of injury sustained in the accident, we will pay:
1. The unused part of the Medical Payments Coverage Limit of Liability; and
 2. \$2,000 for each such death in addition to the Medical Payments Coverage Limit of Liability;
- to the surviving kin or legal representative.
- B.** In addition to the Medical Payments Coverage Limit of Liability provided under this policy, we will pay on **your** behalf up to \$10,000 for reasonable expenses of **others**. Such reasonable expenses must be:
1. Caused by accident;
 2. Incurred as a result of “bodily injury” caused by **you**;
 3. For immediate, necessary medical and surgical treatment;
 4. Incurred at the time of the accident; and
 5. Sustained by **others**.
- Others** as used in this paragraph (**B.**) means any person except **you**.
- Payment under this paragraph (**B.**) is not an admission of liability by **you** or us.
- C.** In the event of a covered accident, we will double the Medical Payments Coverage Limit of Liability as shown on the Coverage Selections Page subject to the following:
1. All occupants of **your auto** were wearing full safety belts at the time of the accident; and
 2. Any payment we make under this paragraph (**C.**) is subject to a maximum limit of liability increase of \$10,000.

PART 7. COLLISION, 8. LIMITED COLLISION and 9. COMPREHENSIVE

I. New Car Replacement Coverage

This coverage applies only if the Coverage Selections Page indicates that Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) coverage applies to **your auto**. If **your auto** is stolen, this coverage applies only if Comprehensive (Part 9) coverage applies to **your auto**.

A. Definitions

For the purpose of this coverage the following definitions are added:

1. **“New”** means not previously titled under the motor vehicle laws of any state.
“New” does not apply to a substitute or non-owned vehicle.
“New” does not apply to a leased vehicle.
“New” does not apply to a **motorcycle, motor home or trailer**.
2. **“Total loss”** means a loss in which the cost to repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Replacement features

The New Car Replacement Coverage applies if a covered **total loss** occurs to **your auto** and:

1. **Your auto** is new; and
2. The **total loss occurred** within 12 months of the vehicle's purchase date; and
3. The **total loss occurred** within the vehicle's first 15,000 miles as shown on the odometer.

We will pay, less the deductible, the cost in cash **we** can negotiate for a **new** vehicle. The **new** vehicle will be of the same year, make, model, and optional equipment as **your auto** that is a **total loss**. If such vehicle is unavailable, **we** will pay, less the deductible, the cost in cash **we** can negotiate for an available vehicle. Such available vehicle will be similar in class and body type to the year, make, model, and optional equipment as **your auto** that is a **total loss** or is stolen.

C. Conditions

1. **Our** liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.
2. **We** will pay for "customized equipment" only as described in the policy or policy endorsements.

MECHANICAL PARTS REPLACEMENT COST COVERAGE

The provisions and exclusions applicable to Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) are modified by this endorsement as follows:

This coverage applies when Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverage applies to **your auto** and there is a covered loss to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

In the event that **your auto** has a covered loss and there is damage to mechanical non-body related parts of **your auto**, we will not apply depreciation to replace those damaged mechanical non-body related parts.

All other provisions of Collision (Part 7) or Limited Collision (Part 8) and Comprehensive (Part 9) apply.

OTHER PHYSICAL DAMAGE ENHANCEMENTS

In the event of a covered loss under Parts 7, 8 and or 9, these deductible waivers apply:

1. **Multiple Vehicle/Same Loss.** If loss to more than one of **your autos** or non-owned auto results from the same Collision, Limited Collision or Comprehensive, we will adjust the loss to each vehicle separately. However, only the highest of the otherwise applicable multiple deductibles will apply.
2. **Not At Fault Accidents.** If there is a covered loss under Collision or Limited Collision Coverage to **your auto** or any non-owned auto for which we have determined that you are not at fault, we will not apply any otherwise applicable Deductible if the driver of the other vehicle is identified.
3. **Declared Total Loss.** If there is a covered loss under Comprehensive Coverage to **your auto** or any non-owned auto, we will not apply any otherwise applicable Deductible if we declare a total loss.
4. **Safety Glass.** We will pay under Comprehensive Coverage for the cost of repairing or replacing damaged safety glass on **your auto** without a deductible. We will pay only if the Coverage Selections Page indicates that Comprehensive Coverage applies to that auto.
5. **Telephones.** If there is a covered loss to a permanently installed telephone or a mobile telephone, we will not apply the otherwise applicable Comprehensive, Collision or Limited Collision Deductible.

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The following enhancements also apply:

1. **Emergency Travel Expenses.** We will reimburse, without application of a deductible, up to \$100 for any one occurrence for emergency travel expenses to get you or any **household member** home or to a destination made necessary due to a covered loss to **your auto** or any non-owned auto.
2. **Trip Interruption Coverage.** We will pay, without application of a deductible, up to a maximum limit of \$600 for reasonable:
 - a. Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of **your auto**.
 - b. Expenses incurred by you for lodging and meals in the event of:
 - (1) Direct and accidental loss to **your auto** caused by collision or comprehensive; or
 - (2) Mechanical or electrical breakdown of **your auto**

This Coverage applies only if:

- a. The loss to, or mechanical or electrical breakdown of, **your auto** occurs more than 100 miles from home;
- b. **Your auto** is withdrawn from use for at least 24 hours; and
- c. Collision coverage and comprehensive coverage applies to **your auto**.

Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:

- a. Resume travel under a prearranged itinerary; or
- b. Return home.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Parts 7, 8 and 9 of the policy.

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including but not limited to:

- a. Any coverage provided by:
 - (1) Vehicle warranties;
 - (2) Automobile clubs; or
 - (3) Mechanical breakdown or similar plans; or
- b. Any other source of recovery applicable to the loss.

3. **Personal Clothing and Baggage.** We will pay, without application of a deductible, up to \$600 for any one occurrence for loss to "personal clothing" and "baggage" as a direct result of a covered loss to **your auto** or any non-owned auto. However, for this coverage to apply to a theft loss, the loss must be a result of:
 - a. The total theft of; or
 - b. Forcible entry into

Your auto or the non-owned auto. If theft loss results from forcible entry, there must be evidence of such entry.

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For purposes of this endorsement, "personal clothing" means wearing apparel that belongs to you or a **household member**. "Baggage" means bags, suitcases, trunks or valises of a traveler while being used to transport "personal clothing". However, "personal clothing" and "baggage" do not include:

- a. Items specifically insured, in whole or in part, by this or any other policy;
- b. Furs or items trimmed with fur;
- c. Jewelry or watches; or
- d. Business property, including, but not limited to, samples or merchandise held for sale, consignment, exhibition or auction.

4. Facilities or Equipment Coverage. We will pay up to \$2,000 for a covered loss to Facilities or Equipment designed to be used with the described **trailer** or motor home while in or attached to the **trailer** or motor home. This is in addition to any applicable limit of liability that applies to facilities or equipment coverage on or in a **trailer** or motor home described in the Coverage Selections Page.

1. Facilities or equipment include but are not limited to:

- a. Cooking, dining, plumbing, or refrigeration facilities;
- b. Awnings or cabanas; or
- c. Any other facilities or equipment designed to be used with a **trailer** or motor home.

We will pay for loss caused by:

1. Comprehensive only if the Coverage Selections Page indicates that comprehensive coverage is provided for that **trailer** or motor home.
2. Collision only if the coverage selections page indicates that collision coverage is provided for that **trailer** or motor home.

5. Auto Loan/Lease Coverage. In the event that we declare a covered total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** less:

- a. The amount paid under Part 7, 8, and 9 under the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the loss;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not refunded by a lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

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6. **Emergency Lockout Reimbursement Coverage.** We will reimburse, without application of a deductible, up to \$100 for any one occurrence to cover your actual expenses incurred when a locksmith must be called to:
 - a. Open **your auto** because the keys are locked inside the auto; or
 - b. Make a key for **your auto** because the key has been lost or stolen.
7. **Accidental Loss to Media.** Coverage for the accidental loss to tapes, records, discs or other media used with electronic equipment is added if the property is:
 - a. **Your's** or a **household member's**; and
 - b. In or upon **your auto** or any non-owned autoat the time of the loss.

DEFINED LIMITS FOR OTHER PHYSICAL DAMAGE ENHANCEMENTS

Unless otherwise stated, our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$5,000;
2. Tapes, records, discs or other media, without application of a deductible, is \$1,000; or

All other provisions of this policy apply.

PART 10. SUBSTITUTE TRANSPORTATION

ENHANCED SUBSTITUTE TRANSPORTATION COVERAGE

The provisions and exclusions applicable to Substitute Transportation (Part 10) are amended by this endorsement as follows:

Enhanced Substitute Transportation Coverage applies only if:

1. A covered loss occurs to **your auto**; and
2. **Your auto** is withdrawn from use for more than 24 hours. In the event of a theft, the vehicle must have been reported missing for at least 48 hours.
3. Substitute Transportation Coverage applies to **your auto**.
4. **Your auto** is not a **motor home**.
5. **Your auto** is not a **motorcycle**.

At your option, if you choose to:

1. Allow us to make the rental car arrangements with a rental car provider of our choice; and
2. Repair all the damage to **your auto** at a repair shop approved by **us**; then

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We will pay for the rental car until completion of the repairs of the damage to **your auto**. If you require a vehicle which exceeds the daily limit you purchased, and we arrange for a rental with a rental car provider of our choice, you will only have to pay the difference between the expense of the vehicle you choose and the daily limit you purchased.

ADDITIONAL SUBSTITUTE TRANSPORTATION COVERAGE

Under Part 10. Substitute Transportation Expenses, the following is added:

If you do not allow us to make the rental car arrangements with a rental car provider of our choice and repair all the damage to **your auto** at a repair shop approved by **us**; then

In addition to our limit of liability, the following coverage applies:

Transportation Expenses. We will pay:

1. up to an additional \$600 over any available limit as shown on the Coverage Selections Page.
2. up to an additional \$20 per day in temporary transportation expenses over any available limit as shown on the Coverage Selections Page.
3. up to an additional \$20 per day in loss of use expenses over any available limit as shown on the Coverage Selections Page.

All other provisions of Substitute Transportation (Part 10) apply

PART 11. TOWING AND LABOR

ENHANCED TOWING AND LABOR

The provisions and exclusions applicable to Towing and Labor (Part 11) are modified by this endorsement as follows:

This coverage applies when Towing and Labor coverage applies to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

At your option, if you choose to call the Peerless Insurance Company toll free Roadside Assistance number, we will pay the cost to tow **your auto** if you allow us to make arrangements to tow **your auto** to the nearest repair facility approved by **us**.

EXCESS TOWING AND LABOR

If you do not choose to call the Peerless Insurance Company toll free Roadside Assistance number:

We will pay up to \$50 in addition to the applicable limit of coverage as shown on the coverage selections page. This additional limit of coverage is only applicable if optional towing and labor has been selected.

All other provisions of Towing and Labor (Part 11) apply.

GENERAL PROVISIONS

SUPPLEMENTARY PAYMENTS

Loss of Earnings for attending hearings and trials

Item 3.C. is replaced as follows:

Up to \$300 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - MASSACHUSETTS

THIS ENDORSEMENT SUPERSEDES ALL OTHER ENDORSEMENTS WHICH HAVE BEEN MADE PART OF YOUR POLICY AND REFERENCE THESE SAME PROVISIONS

This endorsement is part of the policy to which it is attached and provides benefits under the policy for parties in a civil union, registered domestic partnership, or similar union or partnership legally contracted in or outside of Massachusetts.

It is understood that policy definitions and provisions designating:

- an insured
- named insured
- who is insured
- who is an insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- family member

and any other policy definitions and provisions designating an insured under this policy, are amended, wherever appearing, where terms denoting a marital or family relationship are used, to include parties to a civil union, registered domestic partnership, or similar union or partnership.

All other provisions of the policy apply.

**PEERLESS INSURANCE COMPANY
 MASSACHUSETTS PERSONAL AUTO PROGRAM
 FORM FILING MEMORANDUM**

Policies that are written through Independent Agents who are appointed with Peerless Insurance Company (PIC), will be written by Peerless Insurance Company.

We are filing the Massachusetts Automobile Insurers Bureau 2008 based Personal Automobile Insurance Policy including forms and endorsements for use in Massachusetts. The list that follows contains endorsements and forms that we will be utilizing in Peerless Insurance Company. Explanatory information for proprietary forms can be found following the form tables.

Please note we are in compliance with M.G.L. Chapter 175, Sections 18 and 192. All policies and endorsements are issued with, and physically attached to, a mailer page that appears as the first page(s) of the policy and/or endorsement as well as our Coverage Selections Page. Both our mailer page and Coverage Selections Page contain the corporate name of the insurer issuing the policy or endorsement, and are being placed on file herein.

POLICY FORMS AND ENDORSEMENTS				
REVISED/NEW FORM NUMBER		TITLE	REPLACED FORM (if applicable)	
M-0002-S	04 08	Guest Occupants Exclusion	NEW	
M-0004-S	04 08	Transportation Of Fellow Employees, Students or Others	NEW	
M-0047-S	04 08	Antique Auto	NEW	
M-0051-S	04 08	Use of Other Autos – Vehicles Furnished or Available For Regular Use	NEW	
M-0052-S	04 08	Use of Other Autos – Vehicles Furnished or Available For Regular Use as Public or Livery Conveyances	NEW	
M-0063-S	01 88	Restriction of PIP for Employers Subject to the Massachusetts Workers' Compensation Act	NEW	
M-0070-S	04 08	Coverage for Anyone Renting An Auto To You – Additional Insured – Lessor	NEW	
M-0103-S	04 08	Nonrenewal of Policy – Motorcycle, Recreational Vehicles and Trailers	NEW	
M-0106-S	04 08	Operator Exclusion Form	NEW	
M-0107-S	01 06	Trust Endorsement	NEW	
MPY-0016-S	04 08	Waiver of Deductible	NEW	
MPY-0027-S	04 08	Stated Amount Coverage	NEW	
MPY-0028-S	04 08	Other Optional Insurance Fire, Lightning, and Transportation	NEW	
MPY-0029-S	04 08	Other Optional Insurance Theft	NEW	
MPY-0031-S	04 08	Other Optional Insurance Combined Additional Coverage	NEW	
MPY-0032-S	04 08	Suspension of Coverage and Reduction of Limits	NEW	
MPY-0034-S	04 08	Agreed Amount – Comprehensive	NEW	
MPY-0037-S	04 08	Coverage For Customized Vans and Pickups	NEW	
MPY-0039-S	04 08	\$100 Glass Deductible – Comprehensive	NEW	
MPY-0040-S	04 08	Original Equipment Manufacturer Parts Coverage	NEW	
MPY-0041-S	04 08	Excess Electronic Equipment Coverage	NEW	
MAPA	04 08	Coverage Selections Page	NEW	
10-070MA	04 08	Notice of Transfer of Insurer	NEW	
10-093MA	04 08	Amendatory Endorsement – Massachusetts	NEW	
90-4MA	04 08	Massachusetts Automobile Insurance Policy	NEW	
90-85MA	04 08	Punitive Damages Exclusion -Massachusetts	NEW	

**PEERLESS INSURANCE COMPANY
 MASSACHUSETTS PERSONAL AUTO PROGRAM
 FORM FILING MEMORANDUM**

90-90MA	04 08	Diminishing Deductible - Massachusetts	NEW	
90-94MA	04 08	Acknowledgement of Requirement for Pre-Insurance Inspection	NEW	
90-292MA	04 08	Application for Good Student Discount	NEW	
90-293MA	04 08	Public Transit Discount Verification	NEW	
90-294MA	04 08	Application for Massachusetts Motor Vehicle Insurance	NEW	
90-295MA	04 08	Notice of Mandatory Pre-Insurance Inspection Requirement	NEW	
90-296MA	04 08	Annual Mileage Discount	NEW	
90-301MA	04 08	Massachusetts Renewal Form	NEW	
91-4MA	04 08	Special Provisions Endorsement - Massachusetts	NEW	
91-40MA	04 08	Ultra Plus Special Provisions - Massachusetts	NEW	
MMAML	02 08	Mailer Page - Massachusetts	NEW	

1. **MAPA (04/08) Coverage Selections Page:** This is identical to the AIB Coverage Selections Page except we have added a form number for programming purposes and have amended the Discount section to better reflect our discounts.
2. **10-070MA Notice of Transfer of Insurer:** This is identical to the AIB form except we have added a number for ease of reference.
3. **10-093MA (04/08) Amendatory Endorsement – Massachusetts:** This is a mandatory endorsement that will attach to all new business and renewal policies.
4. **90-4MA (04/08) Massachusetts Automobile Insurance Policy:** This is identical to the AIB 2008 Policy except we have added a form number for programming purposes.
5. **90-85MA (04/08) Punitive Damages Exclusion - Massachusetts:** This endorsement excludes liability and uninsured motorists coverage for punitive or exemplary damages, fines, penalties, treble damages, multiplied or multiple damages imposed upon any insured. The exclusion also applies to any defense or legal expenses incurred as a result.
6. **90-90MA (04/08) Diminishing Deductible - Massachusetts:** This endorsement, which will attach to all Personal Auto policies with Collision or Limited Collision coverage, will provide a diminishing Collision or Limit Collision deductible if an insured's policy has been Collision or Limited Collision loss free for at least the immediate preceding renewal term.
7. **90-94MA (04/08) Acknowledgement of Requirements for Pre-Insurance Inspection:** This will be used by our agents to get verification from applicants regarding their knowledge of requirements for pre-insurance inspections.
8. **90-292MA (04/08) Application for Good Student Discount:** This will be used and retained by our agents to obtain verification of good student discount qualification.
9. **90-293MA (04/08) Public Transit Discount Verification:** This will be used and retained by our agents to obtain verification of public transit discount qualification.
10. **90-294MA (04/08) Application for Massachusetts Motor Vehicle Insurance:** This application is identical to the AIB application except we have added a form number for ease of reference.
11. **90-295MA (04/08) Notice of Mandatory Pre-Insurance Inspection Requirement:** This will be used by our agents to advise applicants of the requirement to have the pre-insurance inspections.

**PEERLESS INSURANCE COMPANY
MASSACHUSETTS PERSONAL AUTO PROGRAM
FORM FILING MEMORANDUM**

12. **90-296MA (04/08) Annual Mileage Discount:** This will be used and retained by our agents to verify qualification for the annual mileage discount.
13. **90-301MA (04/08) Massachusetts Renewal Form:** This is identical to the AIB Renewal Form except we have added a form number for programming purposes.
14. **91-4MA (04/08) Special Provisions Endorsement - Massachusetts:** 91-4MA is attached to all policies (except those that have purchased 91-40MA Ultra Plus Special Provisions – Massachusetts) at no additional premium charge. This endorsement enhances the coverages, limits and provisions provided by the Massachusetts Personal Auto Policy.
15. **91-40MA (04/08) Ultra Plus Special Provisions - Massachusetts:** For an additional premium charge, this optional endorsement further enhances the coverages, limits and provisions provided by the Massachusetts Personal Auto Policy with 91-4MA. The provisions of 91-4MA are included within the 91-40MA Ultra Plus Special Provisions – Massachusetts. Therefore, it is not necessary to attach the 91-4MA Special Provisions – Massachusetts when Ultra Plus coverage has been purchased.
16. **MMAML (02/08) Mailer Page:** The MMAML (07/96) Mailer Page is attached to all personal lines of business (immediately preceding the policy declarations). This page displays the named insured's address, agent's name, address and phone number as well as the underwriting company.

	Usage		Filing Type (Check only 1)		Companion Rate (Check only 1)	
	Currently Offer (Y/N)	Will Offer in Future (Y/N)	Adopt AIB Endorsement	Independent Endorsement Filed	Reference Rate AIB 2007 Rate	Independent Rating Filed
Endorsements Applicable to Vehicles Subject To Compulsory Insurance Statutes						
Agreed Amount Coverage – Comprehensive MPY-0034-S MPY-0034-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> Y </u>	X		X	
Antique Auto M-0047-S M-0047-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> Y </u>	X		X	
Coverage for Anyone Renting an Auto to You/Additional Insured – Lessor M-0070-S M-0070-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> Y </u>	X		X	
Commonwealth of Massachusetts Employees Using Autos They Do Not Own in the Course of Employment M-0069-S	<u> N </u>	<u> N </u>			X	
Coverage for Customized Vans and Pick-ups MPY-0037-S MPY-0037-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> Y </u>	X		X	
Excess Electronic Equipment Coverage MPY-0041-S MPY-0041-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> Y </u>	X		X	
Federal Employees Using Autos They Do Not Own in the Course of Employment M-0049-S	<u> N </u>	<u> N </u>			X	
\$100 Glass Deductible – Comprehensive MPY-0039-S MPY-0039-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> Y </u>	X		X	
Mobile Home Endorsement MPY-0002-S MPY-0002-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> N </u>			X	
Non-Renewal of Policy – Motorcycles, Recreational Vehicles, & Trailers M-0103-S M-0103-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> Y </u>	X		X	
Operator Exclusion Form M-0106-S M-0106-S Ed. 04-08	<u> N </u> <u> N </u>	<u> N </u> <u> Y </u>	X		X	
					X	

	Usage		Filing Type (Check only 1)		Companion Rate (Check only 1)	
	Currently Offer (Y/N)	Will Offer in Future (Y/N)	Adopt AIB Endorsement	Independent Endorsement Filed	Reference Rate AIB 2007 Rate	Independent Rating Filed
Endorsements Applicable to Vehicles Subject To Compulsory Insurance Statutes						
Guest Occupants Exclusion M-0002-S	<u>N</u>	<u>Y</u>	X		X	
Original Equipment Manufacturer Parts Coverage MPY-0040-S MPY-0040-S Ed. 04-08	<u>N</u> <u>N</u>	<u>N</u> <u>Y</u>	X		X	
Other Optional Insurance Combined Additional Coverage MPY-0031-S	<u>N</u>	<u>Y</u>	X		X	
Other Optional Insurance – Fire, Lightening, & Transportation MPY-0028-S	<u>N</u>	<u>Y</u>	X		X	
Other Optional Insurance – Theft MPY-0029-S	<u>N</u>	<u>Y</u>	X		X	
Restriction for Personal Injury Protection for Employers Subject to the Massachusetts Workers' Compensation Act M-0063-S	<u>N</u>	<u>N</u>			X	
Stated Amount Coverage MPY-0027-S MPY-0027-S Ed. 04-08	<u>N</u> <u>N</u>	<u>N</u> <u>Y</u>	X		X	
Substitute Transportation Coverage M-0105-S	<u>N</u>	<u>N</u>			X	
Suspension of Coverage and Reduction of Limits MPY-0032-S MPY-0032-S Ed. 04-08	<u>N</u> <u>N</u>	<u>N</u> <u>Y</u>	X		X	
Transportation of Fellow Employees, Students, or Others M-0004-S M-0004-S Ed. 04-08	<u>N</u> <u>N</u>	<u>N</u> <u>Y</u>	X		X	
Trust Endorsement M-0107-S	<u>N</u>	<u>Y</u>	X		X	
Use of Other Autos Furnished or Available for Regular Use M-0051-S M-0051-S Ed. 04-08	<u>N</u> <u>N</u>	<u>N</u> <u>Y</u>	X		X	
Use of Other Autos Furnished or Available for Use as Public or Livery Conveyance M-0052-S M-0052-S Ed. 04-08	<u>N</u> <u>N</u>	<u>N</u> <u>Y</u>	X		X	
Waiver of Deductible MPY-0016-S MPY-0016-S Ed. 04-08	<u>N</u> <u>N</u>	<u>N</u> <u>Y</u>	X		X	

Other Endorsements (List Below)	Usage Continue to Offer (Y/N)	Form Number	Companion Rate (Y/N)

Part 3

For any endorsement listed above that currently is offered and will not be offered for policies with effective dates of April 1, 2008 through March 31, 2009, please provide the number of vehicles affected by this decision.

Endorsement/Form Name

Number of Vehicles Affected Annually

1. NA
- 2.
- 3.
- 4.
- 5.
- 6.

NA

PEERLESS INSURANCE COMPANY

NEW ENDORSEMENTS BEING FILED (Attach as a supplement to Filing Form F214)

Form Name	Form Number	Previously Approved in Other States (Y/N/Not Filed)
Coverage Selections Page	MAPA (04-08)	Not Filed
Notice of Transfer of Insurer	10-070MA (04/08)	Not Filed
Massachusetts Automobile Insurance Policy	90-4MA (04-08)	Not Filed
Punitive Damages Exclusion - Massachusetts	90-85MA (04-08)	Y
Diminishing Deductible - Massachusetts	90-90-MA (04-08)	Y
Acknowledgement of Requirement for Pre-Insurance Inspection	90-94MA (04/08)	Not Filed
Application for Good Student Discount	90-292MA (04/08)	Not Filed
Public Transit Discount Verification	90-293MA (04/08)	Not Filed
Application for Massachusetts Motor Vehicle Insurance	92-94MA (04-08)	Not Filed
Notice of Mandatory Pre-Insurance Inspection Requirement	90-295MA (04/08)	Not Filed
Annual Mileage Discount	90-296MA (04/08)	Not Filed
Massachusetts Renewal Form	90-301MA (04-08)	Not Filed
Special Provisions Endorsement - Massachusetts	91-4MA (04-08)	Not Filed
Ultra Plus Special Provisions - Massachusetts	91-40MA (04-08)	Not Filed
Mailer Page - Massachusetts	MMAML (02/08)	N
Amendatory Endorsement – Massachusetts	10-093MA (04/08)	N

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	2008-00207			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	2008-00310			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Coverage Selections Page	MAPA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Notice of Transfer of Insurer	10-070MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Massachusetts Automobile Insurance Policy	90-4MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Punitive Damages Exclusion	90-85MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Diminishing Deductible	90-90MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Acknowledgement of Requirement for Pre-Insurance Inspection	90-94MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Application for Good Student Discount	90-292MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Public Transit Discount Verification	90-293MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Application for Massachusetts Motor Vehicle Insurance	90-294MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Notice of Mandatory Pre-Insurance Inspection Requirement	90-295MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		2008-00207		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		2008-00310		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Annual Mileage Discount	90-296MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Massachusetts Renewal Form	90-301MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Special Provisions Endorsement - Massachusetts	91-4MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Ultra Plus Special Provisions - Massachusetts	91-40MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Mailer Page	MMAML (02/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amendatory Endorsement - Massachusetts	10-093MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

LIBERTY ADVANTAGE™ ENDORSEMENT

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

PERSONAL AUTO SPECIAL PROVISIONS MASSACHUSETTS

For no additional premium, we agree to provide these additional coverages. However, with respect to this endorsement, all provisions of the Massachusetts Automobile Insurance Policy to which it is attached apply, except as modified herein.

I. New Car Replacement Coverage

This coverage applies only if the Coverage Selections Page indicates that Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) coverage applies to **your auto**. If **your auto** is stolen, this coverage applies only if Comprehensive (Part 9) coverage applies to **your auto**.

A. Definitions

For the purpose of this coverage the following definitions are added:

1. **"New"** means not previously titled under the motor vehicle laws of any state.
"New" does not apply to a substitute or non-owned vehicle.
"New" does not apply to a leased vehicle.
"New" does not apply to a **motorcycle, motor home or trailer**.
2. **"Total loss"** means a loss in which the cost to repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Replacement Features

The New Car Replacement Coverage applies if a covered **total loss** occurs to **your auto** and:

1. **Your auto is new;** and
2. The **total loss occurred** within 12 months of the vehicle's purchase date; and
3. The **total loss occurred** within the vehicle's first 15,000 miles as shown on the odometer.

We will pay, less the deductible, the cost in cash **we** can negotiate for a **new** vehicle. The **new** vehicle will be of the same year, make, model, and optional equipment as **your auto** that is a **total loss**. If such vehicle is unavailable, **we** will pay, less the deductible, the cost in cash **we** can negotiate for an available vehicle. Such available vehicle will be similar in class and body type to the year, make, model, and optional equipment as **your auto** that is a **total loss** or is stolen.

C. Conditions

1. **Our** liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.
2. **We** will pay for "customized equipment" only as described in the insured's policy or policy endorsements.

LIBERTY ADVANTAGE™ ENDORSEMENT

II. Enhanced Substitute Transportation Coverage

The provisions and exclusions applicable Substitute Transportation (Part 10) are amended by this endorsement as follows:

Enhanced Substitute Transportation Coverage applies only if:

1. A covered loss occurs to **your auto**; and
2. **Your auto** is withdrawn from use for more than 24 hours. In the event of a theft, the vehicle must have been reported missing for at least 48 hours.
3. Substitute Transportation Coverage applies to **your auto**.
4. **Your auto** is not a **motor home**.
5. **Your auto** is not a **motorcycle**.

At your option, if you choose to:

1. Allow us to make the rental car arrangements with a rental car provider of our choice; and
2. Repair all the damage to **your auto** at a repair shop approved by **us**; then

We will pay for the rental car until completion of the repairs of the damage to **your auto**. If you require a vehicle which exceeds the daily limit you purchased, and we arrange for a rental with a rental car provider of our choice, you will only have to pay the difference between the expense of the vehicle you choose and the daily limit you purchased.

All other provisions of Substitute Transportation (Part 10) apply.

III. Enhanced Towing and Labor

The provisions and exclusions applicable to Towing and Labor (Part 11) are modified by this endorsement as follows:

This coverage applies when Towing and Labor coverage applies to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

At your option, if you choose to call Liberty Mutual's the Peerless toll free Roadside Assistance number we will pay the cost to tow **your auto** if you allow us to make arrangements to tow **your auto** to the nearest repair facility approved by **us**.

All other provisions Towing and Labor (Part 11) apply.

IV. Mechanical Parts Replacement Cost Coverage

The provisions and exclusions applicable to Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) are modified by this endorsement as follows:

This coverage applies when Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverage applies to **your auto** and there is a covered loss to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

In the event that **your auto** has a covered loss and there is damage to mechanical non-body related parts of **your auto**, we will not apply depreciation to replace those damaged mechanical non-body related parts.

All other provisions of Collision (Part 7) or Limited Collision (Part 8) and Comprehensive (Part 9) apply.

~~AS 2311 02 08~~ ~~Liberty Mutual Insurance Company~~ ~~Page 2 of 2~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

**PERSONAL AUTO
SPECIAL PROVISIONS
MASSACHUSETTS**

For no additional premium, we agree to provide these additional coverages. However, with respect to this endorsement, all provisions of the Massachusetts Automobile Insurance Policy to which it is attached apply, except as modified herein.

I. New Car Replacement Coverage

This coverage applies only if the Coverage Selections Page indicates that Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) coverage applies to **your auto**. If **your auto** is stolen, this coverage applies only if Comprehensive (Part 9) coverage applies to **your auto**.

A. Definitions

For the purpose of this coverage the following definitions are added:

1. **"New"** means not previously titled under the motor vehicle laws of any state.
"New" does not apply to a substitute or non-owned vehicle.
"New" does not apply to a leased vehicle.
"New" does not apply to a **motorcycle, motor home or trailer**.
2. **"Total loss"** means a loss in which the cost to repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

B. New Car Replacement Features

The New Car Replacement Coverage applies if a covered **total loss** occurs to **your auto** and:

1. **Your auto** is **new**; and
2. The **total loss occurred** within 12 months of the vehicle's purchase date; and
3. The **total loss occurred** within the vehicle's first 15,000 miles as shown on the odometer.

We will pay, less the deductible, the cost in cash **we** can negotiate for a **new** vehicle. The **new** vehicle will be of the same year, make, model, and optional equipment as **your auto** that is a **total loss**. If such vehicle is unavailable, **we** will pay, less the deductible, the cost in cash **we** can negotiate for an available vehicle. Such available vehicle will be similar in class and body type to the year, make, model, and optional equipment as **your auto** that is a **total loss** or is stolen.

C. Conditions

1. **Our** liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.
2. **We** will pay for "customized equipment" only as described in the policy or policy endorsements.

II. Enhanced Substitute Transportation Coverage

The provisions and exclusions applicable to Substitute Transportation (Part 10) are amended by this endorsement as follows:

Enhanced Substitute Transportation Coverage applies only if:

1. A covered loss occurs to **your auto**; and
2. **Your auto** is withdrawn from use for more than 24 hours. In the event of a theft, the vehicle must have been reported missing for at least 48 hours.
3. Substitute Transportation Coverage applies to **your auto**.
4. **Your auto** is not a **motor home**.
5. **Your auto** is not a **motorcycle**.

At your option, if you choose to:

1. Allow us to make the rental car arrangements with a rental car provider of our choice; and
2. Repair all the damage to **your auto** at a repair shop approved by **us**; then

We will pay for the rental car until completion of the repairs of the damage to **your auto**. If you require a vehicle which exceeds the daily limit you purchased, and we arrange for a rental with a rental car provider of our choice, you will only have to pay the difference between the expense of the vehicle you choose and the daily limit you purchased.

All other provisions of Substitute Transportation (Part 10) apply.

III. Enhanced Towing and Labor

The provisions and exclusions applicable to Towing and Labor (Part 11) are modified by this endorsement as follows:

This coverage applies when Towing and Labor coverage applies to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

At your option, if you choose to call the Peerless Insurance Company toll free Roadside Assistance number, we will pay the cost to tow **your auto** if you allow us to make arrangements to tow **your auto** to the nearest repair facility approved by **us**.

All other provisions of Towing and Labor (Part 11) apply.

IV. Mechanical Parts Replacement Cost Coverage

The provisions and exclusions applicable to Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) are modified by this endorsement as follows:

This coverage applies when Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverage applies to **your auto** and there is a covered loss to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

In the event that **your auto** has a covered loss and there is damage to mechanical non-body related parts of **your auto**, we will not apply depreciation to replace those damaged mechanical non-body related parts.

All other provisions of Collision (Part 7) or Limited Collision (Part 8) and Comprehensive (Part 9) apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

**PERSONAL AUTO
ULTRA PLUS SPECIAL PROVISIONS
MASSACHUSETTS**

For an additional premium, we agree to provide these additional coverages. However, with respect to this endorsement, all provisions of the Massachusetts Automobile Insurance Policy to which it is attached apply, except as modified herein.

Premium for this endorsement is included in the Total Premium.

DEFINITIONS

Under the definition section of “**Your Auto**”, the following revisions apply:

5. C. is replaced by the following:

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 forty five days after you take title or the effective date of the lease. For any coverage provided in this policy except for Comprehensive and Collision and Limited Collision, an additional auto will have the broadest coverage we now provide for any auto shown in the Coverage Selection page.

In order for Collision or Limited Collision Coverage to apply you must ask us to insure it within 7 days after you take title or the effective date of the lease.

In order for Comprehensive Coverage to apply you must ask us to insure it within 7 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 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.

PART 4. DAMAGE TO SOMEONE ELSE’S PROPERTY

Part 4. Item 6. is amended and replaced by the following:

We will not pay for property damage which occurs:

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

PART 5. OPTIONAL BODILY INJURY TO OTHERS

Under Part 5, “Optional Bodily Injury to Others”, the following revision applies:

We will also pay up to \$1,000 for the cost of bail bonds required as a result of an accident covered under this Part including bail bonds for traffic violations related to the accident.

PART 6. MEDICAL PAYMENTS

Under **Part 6. Medical Payments**, the following paragraphs are added:

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- A.** If you or a **household member** die within three years of the accident because of injury sustained in the accident, we will pay:
1. The unused part of the Medical Payments Coverage Limit of Liability; and
 2. \$2,000 for each such death in addition to the Medical Payments Coverage Limit of Liability;
- to the surviving kin or legal representative.
- B.** In addition to the Medical Payments Coverage Limit of Liability provided under this policy, we will pay on **your** behalf up to \$10,000 for reasonable expenses of **others**. Such reasonable expenses must be:
1. Caused by accident;
 2. Incurred as a result of "bodily injury" caused by **you**;
 3. For immediate, necessary medical and surgical treatment;
 4. Incurred at the time of the accident; and
 5. Sustained by **others**.
- Others** as used in this paragraph (**B.**) means any person except **you**.
- Payment under this paragraph (**B.**) is not an admission of liability by **you** or us.
- C.** In the event of a covered accident, we will double the Medical Payments Coverage Limit of Liability as shown on the Coverage Selections Page subject to the following:
1. All occupants of **your auto** were wearing full safety belts at the time of the accident; and
 2. Any payment we make under this paragraph (**C.**) is subject to a maximum limit of liability increase of \$10,000.

PART 7. COLLISION, 8. LIMITED COLLISION and 9. COMPREHENSIVE

I. New Car Replacement Coverage

This coverage applies only if the Coverage Selections Page indicates that Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) coverage applies to **your auto**. If **your auto** is stolen, this coverage applies only if Comprehensive (Part 9) coverage applies to **your auto**.

A. Definitions

For the purpose of this coverage the following definitions are added:

1. "**New**" means not previously titled under the motor vehicle laws of any state.

"**New**" does not apply to a substitute or non-owned vehicle.

"**New**" does not apply to a leased vehicle.

"**New**" does not apply to a **motorcycle, motor home or trailer**.
2. "**Total loss**" means a loss in which the cost to repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

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B. New Car Replacement Features

The New Car Replacement Coverage applies if a covered **total loss** occurs to **your auto** and:

1. **Your auto** is new; and
2. The **total loss occurred** within 12 months of the vehicle's purchase date; and
3. The **total loss occurred** within the vehicle's first 15,000 miles as shown on the odometer.

We will pay, less the deductible, the cost in cash **we** can negotiate for a **new** vehicle. The **new** vehicle will be of the same year, make, model, and optional equipment as **your auto** that is a **total loss**. If such vehicle is unavailable, **we** will pay, less the deductible, the cost in cash **we** can negotiate for an available vehicle. Such available vehicle will be similar in class and body type to the year, make, model, and optional equipment as **your auto** that is a **total loss** or is stolen.

C. Conditions

1. **Our** liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.
2. **We** will pay for "customized equipment" only as described in the policy or policy endorsements.

MECHANICAL PARTS REPLACEMENT COST COVERAGE

The provisions and exclusions applicable to Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) are modified by this endorsement as follows:

This coverage applies when Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverage applies to **your auto** and there is a covered loss to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

In the event that **your auto** has a covered loss and there is damage to mechanical non-body related parts of **your auto**, we will not apply depreciation to replace those damaged mechanical non-body related parts.

All other provisions of Collision (Part 7) or Limited Collision (Part 8) and Comprehensive (Part 9) apply.

OTHER PHYSICAL DAMAGE ENHANCEMENTS

In the event of a covered loss under Parts 7, 8 and or 9, these deductible waivers apply:

1. **Multiple Vehicle/Same Loss.** If loss to more than one of **your autos** or non-owned auto results from the same Collision, Limited Collision or Comprehensive, we will adjust the loss to each vehicle separately. However, only the highest of the otherwise applicable multiple deductibles will apply.
2. **Not At Fault Accidents.** If there is a covered loss under Collision or Limited Collision Coverage to **your auto** or any non-owned auto for which we have determined that you are not at fault, we will not apply any otherwise applicable Deductible if the driver of the other vehicle is identified.
3. **Declared Total Loss.** If there is a covered loss under Comprehensive Coverage to **your auto** or any non-owned auto, we will not apply any otherwise applicable Deductible if we declare a total loss.
4. **Safety Glass.** We will pay under Comprehensive Coverage for the cost of repairing or replacing damaged safety glass on **your auto** without a deductible. We will pay only if the Coverage Selections Page indicates that Comprehensive Coverage applies to that auto.
5. **Telephones.** If there is a covered loss to a permanently installed telephone or a mobile telephone, we will not apply the otherwise applicable Comprehensive, Collision or Limited Collision Deductible.

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The following enhancements also apply:

1. **Emergency Travel Expenses.** We will reimburse, without application of a deductible, up to \$100 for any one occurrence for emergency travel expenses to get you or any **household member** home or to a destination made necessary due to a covered loss to **your auto** or any non-owned auto.
2. **Trip Interruption Coverage.** We will pay, without application of a deductible, up to a maximum limit of \$600 for reasonable:
 - a. Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of **your auto**.
 - b. Expenses incurred by you for lodging and meals in the event of:
 - (1) Direct and accidental loss to **your auto** caused by collision or comprehensive; or
 - (2) Mechanical or electrical breakdown of **your auto**

This Coverage applies only if:

- a. The loss to, or mechanical or electrical breakdown of, **your auto** occurs more than 100 miles from home;
- b. **Your auto** is withdrawn from use for at least 24 hours; and
- c. Collision coverage and comprehensive coverage applies to **your auto**.

Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:

- a. Resume travel under a prearranged itinerary; or
- b. Return home.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Parts 7, 8 and 9 of the policy.

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including but not limited to:

- a. Any coverage provided by:
 - (1) Vehicle warranties;
 - (2) Automobile clubs; or
 - (3) Mechanical breakdown or similar plans; or
- b. Any other source of recovery applicable to the loss.

3. **Personal Clothing and Baggage.** We will pay, without application of a deductible, up to \$600 for any one occurrence for loss to "personal clothing" and "baggage" as a direct result of a covered loss to **your auto** or any non-owned auto. However, for this coverage to apply to a theft loss, the loss must be a result of:
 - a. The total theft of; or
 - b. Forcible entry into

Your auto or the non-owned auto. If theft loss results from forcible entry, there must be evidence of such entry.

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For purposes of this endorsement, "personal clothing" means wearing apparel that belongs to you or a **household member**. "Baggage" means bags, suitcases, trunks or valises of a traveler while being used to transport "personal clothing". However, "personal clothing" and "baggage" do not include:

- a. Items specifically insured, in whole or in part, by this or any other policy;
- b. Furs or items trimmed with fur;
- c. Jewelry or watches; or
- d. Business property, including, but not limited to, samples or merchandise held for sale, consignment, exhibition or auction.

4. Facilities or Equipment Coverage. We will pay up to \$2,000 for a covered loss to Facilities or Equipment designed to be used with the described **trailer** or motor home while in or attached to the **trailer** or motor home. This is in addition to any applicable limit of liability that applies to facilities or equipment coverage on or in a **trailer** or motor home described in the Coverage Selections Page.

1. Facilities or equipment include but are not limited to:

- a. Cooking, dining, plumbing, or refrigeration facilities;
- b. Awnings or cabanas; or
- c. Any other facilities or equipment designed to be used with a **trailer** or motor home.

We will pay for loss caused by:

1. Comprehensive only if the Coverage Selections Page indicates that comprehensive coverage is provided for that **trailer** or motor home.
2. Collision only if the coverage selections page indicates that collision coverage is provided for that **trailer** or motor home.

5. Auto Loan/Lease Coverage. In the event that we declare a covered total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** less:

- a. The amount paid under Part 7, 8, and 9 under the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the loss;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not refunded by a lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

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6. **Emergency Lockout Reimbursement Coverage.** We will reimburse, without application of a deductible, up to \$100 for any one occurrence to cover your actual expenses incurred when a locksmith must be called to:
 - a. Open **your auto** because the keys are locked inside the auto; or
 - b. Make a key for **your auto** because the key has been lost or stolen.
7. **Accidental Loss to Media.** Coverage for the accidental loss to tapes, records, discs or other media used with electronic equipment is added if the property is:
 - a. **Your's** or a **household member's**; and
 - b. In or upon **your auto** or any non-owned autoat the time of the loss.

DEFINED LIMITS FOR OTHER PHYSICAL DAMAGE ENHANCEMENTS

Unless otherwise stated, our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$5,000;
2. Tapes, records, discs or other media, without application of a deductible, is \$1,000; or

All other provisions of this policy apply.

PART 10. SUBSTITUTE TRANSPORTATION

ENHANCED SUBSTITUTE TRANSPORTATION COVERAGE

The provisions and exclusions applicable to Substitute Transportation (Part 10) are amended by this endorsement as follows:

Enhanced Substitute Transportation Coverage applies only if:

1. A covered loss occurs to **your auto**; and
2. **Your auto** is withdrawn from use for more than 24 hours. In the event of a theft, the vehicle must have been reported missing for at least 48 hours.
3. Substitute Transportation Coverage applies to **your auto**.
4. **Your auto** is not a **motor home**.
5. **Your auto** is not a **motorcycle**.

At your option, if you choose to:

1. Allow us to make the rental car arrangements with a rental car provider of our choice; and
2. Repair all the damage to **your auto** at a repair shop approved by **us**; then

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We will pay for the rental car until completion of the repairs of the damage to **your auto**. If you require a vehicle which exceeds the daily limit you purchased, and we arrange for a rental with a rental car provider of our choice, you will only have to pay the difference between the expense of the vehicle you choose and the daily limit you purchased.

ADDITIONAL SUBSTITUTE TRANSPORTATION COVERAGE

Under Part 10. Substitute Transportation Expenses, the following is added:

If you do not allow us to make the rental car arrangements with a rental car provider of our choice and repair all the damage to **your auto** at a repair shop approved by **us**; then

In addition to our limit of liability, the following coverage applies:

Transportation Expenses. We will pay:

1. up to an additional \$600 over any available limit as shown on the Coverage Selections Page.
2. up to an additional \$20 per day in temporary transportation expenses over any available limit as shown on the Coverage Selections Page.
3. up to an additional \$20 per day in loss of use expenses over any available limit as shown on the Coverage Selections Page.

All other provisions of Substitute Transportation (Part 10) apply

PART 11. TOWING AND LABOR

ENHANCED TOWING AND LABOR

The provisions and exclusions applicable to Towing and Labor (Part 11) are modified by this endorsement as follows:

This coverage applies when Towing and Labor coverage applies to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

At your option, if you choose to call the Peerless Insurance Company toll free Roadside Assistance number, we will pay the cost to tow **your auto** if you allow us to make arrangements to tow **your auto** to the nearest repair facility approved by **us**.

EXCESS TOWING AND LABOR

If you do not choose to call the Peerless Insurance Company toll free Roadside Assistance number: We will pay up to \$50 in addition to the applicable limit of coverage as shown on the coverage selections page. This additional limit of coverage is only applicable if optional towing and labor has been selected.

All other provisions of Towing and Labor (Part 11) apply.

GENERAL PROVISIONS

SUPPLEMENTARY PAYMENTS

Loss of Earnings for attending hearings and trials

Item 3.C. is replaced as follows:

Up to \$300 a day for loss of earnings, but not for loss of other income to any person covered under this policy who, at our request, attends hearings or trials at our request relating to a claim under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

**PERSONAL AUTO
ULTRA PLUS SPECIAL PROVISIONS
MASSACHUSETTS**

For an additional premium, we agree to provide these additional coverages. However, with respect to this endorsement, all provisions of the Massachusetts Automobile Insurance Policy to which it is attached apply, except as modified herein.

Premium for this endorsement is _____.

DEFINITIONS

Under the definition section of "**Your Auto**", the following revisions apply:

5. C. is replaced by the following:

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 forty five days after you take title or the effective date of the lease. For any coverage provided in this policy except for Comprehensive and Collision and Limited Collision, an additional auto will have the broadest coverage we now provide for any auto shown in the Coverage Selection page.

In order for Collision or Limited Collision Coverage to apply you must ask us to insure it within 7 days after you take title or the effective date of the lease.

In order for Comprehensive Coverage to apply you must ask us to insure it within 7 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 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.

PART 4. DAMAGE TO SOMEONE ELSE'S PROPERTY

Part 4. Item 6. is amended and replaced by the following:

We will not pay for property damage which occurs:

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

PART 5. OPTIONAL BODILY INJURY TO OTHERS

Under Part 5, "Optional Bodily Injury to Others", the following revision applies:

We will also pay up to \$1,000 for the cost of bail bonds required as a result of an accident covered under this Part including bail bonds for traffic violations related to the accident.

PART 6. MEDICAL PAYMENTS

Under **Part 6. Medical Payments**, the following paragraphs are added:

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- A.** If you or a **household member** die within three years of the accident because of injury sustained in the accident, we will pay:
1. The unused part of the Medical Payments Coverage Limit of Liability; and
 2. \$2,000 for each such death in addition to the Medical Payments Coverage Limit of Liability;
- to the surviving kin or legal representative.
- B.** In addition to the Medical Payments Coverage Limit of Liability provided under this policy, we will pay on **your** behalf up to \$10,000 for reasonable expenses of **others**. Such reasonable expenses must be:
1. Caused by accident;
 2. Incurred as a result of "bodily injury" caused by **you**;
 3. For immediate, necessary medical and surgical treatment;
 4. Incurred at the time of the accident; and
 5. Sustained by **others**.
- Others** as used in this paragraph (**B.**) means any person except **you**.
- Payment under this paragraph (**B.**) is not an admission of liability by **you** or us.
- C.** In the event of a covered accident, we will double the Medical Payments Coverage Limit of Liability as shown on the Coverage Selections Page subject to the following:
1. All occupants of **your auto** were wearing full safety belts at the time of the accident; and
 2. Any payment we make under this paragraph (**C.**) is subject to a maximum limit of liability increase of \$10,000.

PART 7. COLLISION, 8. LIMITED COLLISION and 9. COMPREHENSIVE

I. New Car Replacement Coverage

This coverage applies only if the Coverage Selections Page indicates that Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) coverage applies to **your auto**. If **your auto** is stolen, this coverage applies only if Comprehensive (Part 9) coverage applies to **your auto**.

A. Definitions

For the purpose of this coverage the following definitions are added:

1. "**New**" means not previously titled under the motor vehicle laws of any state.

"**New**" does not apply to a substitute or non-owned vehicle.

"**New**" does not apply to a leased vehicle.

"**New**" does not apply to a **motorcycle, motor home or trailer**.
2. "**Total loss**" means a loss in which the cost to repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.

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B. New Car Replacement Features

The New Car Replacement Coverage applies if a covered **total loss** occurs to **your auto** and:

1. **Your auto** is new; and
2. The **total loss occurred** within 12 months of the vehicle's purchase date; and
3. The **total loss occurred** within the vehicle's first 15,000 miles as shown on the odometer.

We will pay, less the deductible, the cost in cash **we** can negotiate for a **new** vehicle. The **new** vehicle will be of the same year, make, model, and optional equipment as **your auto** that is a **total loss**. If such vehicle is unavailable, **we** will pay, less the deductible, the cost in cash **we** can negotiate for an available vehicle. Such available vehicle will be similar in class and body type to the year, make, model, and optional equipment as **your auto** that is a **total loss** or is stolen.

C. Conditions

1. **Our** liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.
2. **We** will pay for "customized equipment" only as described in the policy or policy endorsements.

MECHANICAL PARTS REPLACEMENT COST COVERAGE

The provisions and exclusions applicable to Collision (Part 7) or Limited Collision (Part 8) and/or Comprehensive (Part 9) are modified by this endorsement as follows:

This coverage applies when Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverage applies to **your auto** and there is a covered loss to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

In the event that **your auto** has a covered loss and there is damage to mechanical non-body related parts of **your auto**, we will not apply depreciation to replace those damaged mechanical non-body related parts.

All other provisions of Collision (Part 7) or Limited Collision (Part 8) and Comprehensive (Part 9) apply.

OTHER PHYSICAL DAMAGE ENHANCEMENTS

In the event of a covered loss under Parts 7, 8 and or 9, these deductible waivers apply:

1. **Multiple Vehicle/Same Loss.** If loss to more than one of **your autos** or non-owned auto results from the same Collision, Limited Collision or Comprehensive, we will adjust the loss to each vehicle separately. However, only the highest of the otherwise applicable multiple deductibles will apply.
2. **Not At Fault Accidents.** If there is a covered loss under Collision or Limited Collision Coverage to **your auto** or any non-owned auto for which we have determined that you are not at fault, we will not apply any otherwise applicable Deductible if the driver of the other vehicle is identified.
3. **Declared Total Loss.** If there is a covered loss under Comprehensive Coverage to **your auto** or any non-owned auto, we will not apply any otherwise applicable Deductible if we declare a total loss.
4. **Safety Glass.** We will pay under Comprehensive Coverage for the cost of repairing or replacing damaged safety glass on **your auto** without a deductible. We will pay only if the Coverage Selections Page indicates that Comprehensive Coverage applies to that auto.
5. **Telephones.** If there is a covered loss to a permanently installed telephone or a mobile telephone, we will not apply the otherwise applicable Comprehensive, Collision or Limited Collision Deductible.

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The following enhancements also apply:

1. **Emergency Travel Expenses.** We will reimburse, without application of a deductible, up to \$100 for any one occurrence for emergency travel expenses to get you or any **household member** home or to a destination made necessary due to a covered loss to **your auto** or any non-owned auto.
2. **Trip Interruption Coverage.** We will pay, without application of a deductible, up to a maximum limit of \$600 for reasonable:
 - a. Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of **your auto**.
 - b. Expenses incurred by you for lodging and meals in the event of:
 - (1) Direct and accidental loss to **your auto** caused by collision or comprehensive; or
 - (2) Mechanical or electrical breakdown of **your auto**

This Coverage applies only if:

- a. The loss to, or mechanical or electrical breakdown of, **your auto** occurs more than 100 miles from home;
- b. **Your auto** is withdrawn from use for at least 24 hours; and
- c. Collision coverage and comprehensive coverage applies to **your auto**.

Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:

- a. Resume travel under a prearranged itinerary; or
- b. Return home.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Parts 7, 8 and 9 of the policy.

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including but not limited to:

- a. Any coverage provided by:
 - (1) Vehicle warranties;
 - (2) Automobile clubs; or
 - (3) Mechanical breakdown or similar plans; or
- b. Any other source of recovery applicable to the loss.

3. **Personal Clothing and Baggage.** We will pay, without application of a deductible, up to \$600 for any one occurrence for loss to "personal clothing" and "baggage" as a direct result of a covered loss to **your auto** or any non-owned auto. However, for this coverage to apply to a theft loss, the loss must be a result of:
 - a. The total theft of; or
 - b. Forcible entry into

Your auto or the non-owned auto. If theft loss results from forcible entry, there must be evidence of such entry.

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For purposes of this endorsement, "personal clothing" means wearing apparel that belongs to you or a **household member**. "Baggage" means bags, suitcases, trunks or valises of a traveler while being used to transport "personal clothing". However, "personal clothing" and "baggage" do not include:

- a. Items specifically insured, in whole or in part, by this or any other policy;
- b. Furs or items trimmed with fur;
- c. Jewelry or watches; or
- d. Business property, including, but not limited to, samples or merchandise held for sale, consignment, exhibition or auction.

4. Facilities or Equipment Coverage. We will pay up to \$2,000 for a covered loss to Facilities or Equipment designed to be used with the described **trailer** or motor home while in or attached to the **trailer** or motor home. This is in addition to any applicable limit of liability that applies to facilities or equipment coverage on or in a **trailer** or motor home described in the Coverage Selections Page.

1. Facilities or equipment include but are not limited to:

- a. Cooking, dining, plumbing, or refrigeration facilities;
- b. Awnings or cabanas; or
- c. Any other facilities or equipment designed to be used with a **trailer** or motor home.

We will pay for loss caused by:

1. Comprehensive only if the Coverage Selections Page indicates that comprehensive coverage is provided for that **trailer** or motor home.
2. Collision only if the coverage selections page indicates that collision coverage is provided for that **trailer** or motor home.

5. Auto Loan/Lease Coverage. In the event that we declare a covered total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** less:

- a. The amount paid under Part 7, 8, and 9 under the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the loss;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not refunded by a lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

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6. **Emergency Lockout Reimbursement Coverage.** We will reimburse, without application of a deductible, up to \$100 for any one occurrence to cover your actual expenses incurred when a locksmith must be called to:
 - a. Open **your auto** because the keys are locked inside the auto; or
 - b. Make a key for **your auto** because the key has been lost or stolen.
7. **Accidental Loss to Media.** Coverage for the accidental loss to tapes, records, discs or other media used with electronic equipment is added if the property is:
 - a. **Your's** or a **household member's**; and
 - b. In or upon **your auto** or any non-owned autoat the time of the loss.

DEFINED LIMITS FOR OTHER PHYSICAL DAMAGE ENHANCEMENTS

Unless otherwise stated, our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$5,000;
2. Tapes, records, discs or other media, without application of a deductible, is \$1,000; or

All other provisions of this policy apply.

PART 10. SUBSTITUTE TRANSPORTATION

ENHANCED SUBSTITUTE TRANSPORTATION COVERAGE

The provisions and exclusions applicable to Substitute Transportation (Part 10) are amended by this endorsement as follows:

Enhanced Substitute Transportation Coverage applies only if:

1. A covered loss occurs to **your auto**; and
2. **Your auto** is withdrawn from use for more than 24 hours. In the event of a theft, the vehicle must have been reported missing for at least 48 hours.
3. Substitute Transportation Coverage applies to **your auto**.
4. **Your auto** is not a **motor home**.
5. **Your auto** is not a **motorcycle**.

At your option, if you choose to:

1. Allow us to make the rental car arrangements with a rental car provider of our choice; and
2. Repair all the damage to **your auto** at a repair shop approved by **us**; then

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We will pay for the rental car until completion of the repairs of the damage to **your auto**. If you require a vehicle which exceeds the daily limit you purchased, and we arrange for a rental with a rental car provider of our choice, you will only have to pay the difference between the expense of the vehicle you choose and the daily limit you purchased.

ADDITIONAL SUBSTITUTE TRANSPORTATION COVERAGE

Under Part 10. Substitute Transportation Expenses, the following is added:

If you do not allow us to make the rental car arrangements with a rental car provider of our choice and repair all the damage to **your auto** at a repair shop approved by **us**; then

In addition to our limit of liability, the following coverage applies:

Transportation Expenses. We will pay:

1. up to an additional \$600 over any available limit as shown on the Coverage Selections Page.
2. up to an additional \$20 per day in temporary transportation expenses over any available limit as shown on the Coverage Selections Page.
3. up to an additional \$20 per day in loss of use expenses over any available limit as shown on the Coverage Selections Page.

All other provisions of Substitute Transportation (Part 10) apply

PART 11. TOWING AND LABOR

ENHANCED TOWING AND LABOR

The provisions and exclusions applicable to Towing and Labor (Part 11) are modified by this endorsement as follows:

This coverage applies when Towing and Labor coverage applies to **your auto**. This coverage does not apply if your auto is a **motor home** or **motorcycle**.

At your option, if you choose to call the Peerless Insurance Company toll free Roadside Assistance number, we will pay the cost to tow **your auto** if you allow us to make arrangements to tow **your auto** to the nearest repair facility approved by **us**.

EXCESS TOWING AND LABOR

If you do not choose to call the Peerless Insurance Company toll free Roadside Assistance number:

We will pay up to \$50 in addition to the applicable limit of coverage as shown on the coverage selections page. This additional limit of coverage is only applicable if optional towing and labor has been selected.

All other provisions of Towing and Labor (Part 11) apply.

GENERAL PROVISIONS

SUPPLEMENTARY PAYMENTS

Loss of Earnings for attending hearings and trials

Item 3.C. is replaced as follows:

Up to \$300 a day for loss of earnings, but not for loss of other income to any person covered under this policy who, at our request, attends hearings or trials relating to a claim under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

**DIMINISHING COLLISION/LIMITED COLLISION DEDUCTIBLE
MASSACHUSETTS**

A Diminishing Collision or Limited Collision Deductible applies only when shown on the Coverage Selections Page.

AGREEMENT

The following provision is added:

DIMINISHING COLLISION OR LIMITED COLLISION DEDUCTIBLE:

The Collision or Limited Collision Deductible(s) shown on the Coverage Selections Page is/are reduced by \$50, provided that:

1. At the inception of this policy term, this policy has been free of "losses" for at least the immediate preceding renewal term.
2. At the inception of this policy term, all autos eligible for the Diminishing Collision or Limited Collision Deductible must have continuously maintained Collision or Limited Collision Coverage, with a minimum \$50 deductible.

After the initial policy term in which the conditions in **(1.)** and **(2.)**, above have been met, the Collision or Limited Collision Deductible(s) shown on the Coverage Selections Page will be reduced by an additional \$50 for each full policy term during which there have been no auto "losses", for a total maximum Collision or Limited Deductible reduction per vehicle of \$250.

"Loss" as used in this endorsement means any Collision or Limited Collision claim, regardless of fault, filed under Collision or Limited Collision Coverage provided by this policy that results in payment, regardless of the amount paid, to which the Collision or Limited Collision Deductible or Diminished Collision or Limited Collision Deductible is/are applicable.

If your policy has earned a reduced Collision or Limited Collision Deductible, the Policy Declarations will reflect an aggregate Diminished Collision or Limited Collision Deductible, per eligible vehicle. The Diminished Collision or Limited Collision Deductible will be applicable to all "losses" during the policy term to which the Collision or Limited Collision Deductible would otherwise apply.

Once a "loss" has occurred, a new qualification period begins, and the Collision or Limited Collision Deductible amount shown on the Coverage Selections Page (per vehicle) will be restored in full, effective the inception of the policy term immediately following the term in which the "loss" occurred.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

**DIMINISHING COLLISION/LIMITED COLLISION DEDUCTIBLE
MASSACHUSETTS**

A Diminishing Collision or Limited Collision Deductible applies only when shown on the Coverage Selections Page.

AGREEMENT

The following provision is added:

DIMINISHING COLLISION OR LIMITED COLLISION DEDUCTIBLE:

The Collision or Limited Collision Deductible(s) shown on the Coverage Selections Page is/are reduced by \$50, provided that:

1. At the inception of this policy term, this policy has been free of "losses" for at least the immediate preceding renewal term.
2. At the inception of this policy term, all autos eligible for the Diminishing Collision or Limited Collision Deductible must have continuously maintained Collision or Limited Collision Coverage, with a minimum \$50 deductible.

After the initial policy term in which the conditions in **(1.)** and **(2.)**, above have been met, the Collision or Limited Collision Deductible(s) shown on the Coverage Selections Page will be reduced by an additional \$50 for each full policy term during which there have been no auto "losses", for a total maximum Collision or Limited Deductible reduction per vehicle of \$250.

"Loss" as used in this endorsement means any Collision or Limited Collision claim, regardless of fault, filed under Collision or Limited Collision Coverage provided by this policy that results in payment, regardless of the amount paid, to which the Collision or Limited Collision Deductible or Diminished Collision or Limited Collision Deductible is/are applicable.

If your policy has earned a reduced Collision or Limited Collision Deductible, the Policy Declarations will reflect an aggregate Diminished Collision or Limited Collision Deductible, per eligible vehicle. The Diminished Collision or Limited Collision Deductible will be applicable to all "losses" during the policy term to which the Collision or Limited Collision Deductible would otherwise apply.

Once a "loss" has occurred, a new qualification period begins, and the Collision or Limited Collision Deductible amount shown on the Coverage Selections Page (per vehicle) will be restored in full, effective the inception of the policy term immediately following the term in which the "loss" occurred.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

PUNITIVE DAMAGES EXCLUSION - MASSACHUSETTS

Under **PART 1. BODILY INJURY TO OTHERS; PART 4. DAMAGE TO SOMEONE ELSE'S PROPERTY; OR PART 5. OPTIONAL BODILY INJURY TO OTHERS**, the following punitive damages exclusion is added:

Punitive Damages Exclusion: We do not provide coverage for:

1. Punitive or exemplary damages;
2. Fines;
3. Penalties;
4. Treble damages; or
5. Multiplied or multiple damages

imposed upon **you**, any **household member**, or anyone operating your covered auto with permissive use. This includes any defense or legal expenses incurred as a result of items **1., 2., 3., 4.** or **5.** above.

Under **PART 3. BODILY INJURY CAUSED BY AN UNINSURED AUTO OR PART 12. BODILY INJURY CAUSED BY AN UNDERINSURED AUTO**, the following punitive damages exclusion is added:

Punitive Damages Exclusion: We do not provide coverage for:

1. Punitive or exemplary damages;
2. Fines;
3. Penalties;
4. Treble damages; or
5. Multiplied or multiple damages

imposed upon the owner or operator of an uninsured auto. This includes any defense or legal expenses incurred as a result of items **1., 2., 3., 4.** or **5.** above.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

PUNITIVE DAMAGES EXCLUSION - MASSACHUSETTS

Under **PART 1. BODILY INJURY TO OTHERS; PART 4. DAMAGE TO SOMEONE ELSE'S PROPERTY; OR PART 5. OPTIONAL BODILY INJURY TO OTHERS**, the following punitive damages exclusion is added:

Punitive Damages Exclusion: We do not provide coverage for:

1. Punitive or exemplary damages;
2. Fines;
3. Penalties;
4. Treble damages; or
5. Multiplied or multiple damages

imposed upon **you**, any **household member**, or anyone operating your covered auto with permissive use. This includes any defense or legal expenses incurred as a result of items **1., 2., 3., 4.** or **5.** above.

Under **PART 3. BODILY INJURY CAUSED BY AN UNINSURED AUTO OR PART 12. BODILY INJURY CAUSED BY AN UNDERINSURED AUTO**, the following punitive damages exclusion is added:

Punitive Damages Exclusion: We do not provide coverage for:

1. Punitive or exemplary damages;
2. Fines;
3. Penalties;
4. Treble damages; or
5. Multiplied or multiple damages

imposed upon the owner or operator of an uninsured auto. This includes any defense or legal expenses incurred as a result of items **1., 2., 3., 4.** or **5.** above.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

AMENDATORY ENDORSEMENT - MASSACHUSETTS

THIS ENDORSEMENT SUPERSEDES ALL OTHER ENDORSEMENTS WHICH HAVE BEEN MADE PART OF YOUR POLICY AND REFERENCE THESE SAME PROVISIONS

This endorsement is part of the policy to which it is attached and provides benefits under the policy for parties in a civil union, registered domestic partnership, or similar union or partnership legally contracted in or outside of Massachusetts.

It is understood that policy definitions and provisions designating:

- an insured
- named insured
- who is insured
- who is an insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- family member

and any other policy definitions and provisions designating an insured under this policy, are amended, wherever appearing, where terms denoting a marital or family relationship are used, to include parties to a civil union, registered domestic partnership, or similar union or partnership.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Peerless Insurance Company

AMENDATORY ENDORSEMENT - MASSACHUSETTS

THIS ENDORSEMENT SUPERSEDES ALL OTHER ENDORSEMENTS WHICH HAVE BEEN MADE PART OF YOUR POLICY AND REFERENCE THESE SAME PROVISIONS

This endorsement is part of the policy to which it is attached and provides benefits under the policy for parties in a civil union, registered domestic partnership, or similar union or partnership legally contracted in or outside of Massachusetts.

It is understood that policy definitions and provisions designating:

- an insured
- named insured
- who is insured
- who is an insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- family member

and any other policy definitions and provisions designating an insured under this policy, are amended, wherever appearing, where terms denoting a marital or family relationship are used, to include parties to a civil union, registered domestic partnership, or similar union or partnership.

All other provisions of the policy apply.

PEERLESS INSURANCE COMPANY

NEW ENDORSEMENTS BEING FILED (Attach as a supplement to Filing Form F214)		
Form Name	Form Number	Previously Approved in Other States (Y/N/Not Filed)
Coverage Selections Page	MAPA (04/08)	Not Filed
Notice of Transfer of Insurer	10-070MA (04/08)	Not Filed
Massachusetts Automobile Insurance Policy	90-4MA (04/08)	Not Filed
Punitive Damages Exclusion – Massachusetts	90-85MA (04-08)	Y
Diminishing Deductible - Massachusetts	90-90MA (04/08)	Y
Acknowledgement of Requirement for Pre-Insurance Inspection	90-94MA (04/08)	Not Filed
Application for Good Student Discount	90-292MA (04/08)	Not Filed
Public Transit Discount Verification	90-293MA (04/08)	Not Filed
Application for Massachusetts Motor Vehicle Insurance	90-294MA (04/08)	Not Filed
Notice of Mandatory Pre-Insurance Inspection Requirement	90-295MA (04/08)	Not Filed
Annual Mileage Discount	90-296MA (04/08)	Not Filed
Massachusetts Renewal Form	90-301MA (04/08)	Not Filed
Special Provisions Endorsement - Massachusetts	91-4MA (04/08)	Not Filed
Ultra Plus Special Provisions - Massachusetts	91-40MA (04/08)	Not Filed
Mailer Page - Massachusetts	MMAML (02/08)	N
Amendatory Endorsement – Massachusetts	10-093MA (04/08)	N

PEERLESS INSURANCE COMPANY

NEW ENDORSEMENTS BEING FILED (Attach as a supplement to Filing Form F214)		
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Massachusetts Automobile Insurance Policy	90-4MA (04/08)	Not Filed
Diminishing Deductible - Massachusetts	90-90MA (04/08)	Y
Acknowledgement of Requirement for Pre-Insurance Inspection	90-94MA (04/08)	Not Filed
Application for Good Student Discount	90-292MA (04/08)	Not Filed
Public Transit Discount Verification	90-293MA (04/08)	Not Filed
Application for Massachusetts Motor Vehicle Insurance	90-294MA (04/08)	Not Filed
Notice of Mandatory Pre-Insurance Inspection Requirement	90-295MA (04/08)	Not Filed
Annual Mileage Discount	90-296MA (04/08)	Not Filed
Massachusetts Renewal Form	90-301MA (04/08)	Not Filed
Special Provisions Endorsement - Massachusetts	91-4MA (04/08)	Not Filed
Ultra Plus Special Provisions - Massachusetts	91-40MA (04/08)	Not Filed
Mailer Page - Massachusetts	MMAML (02/08)	N
Amendatory Endorsement – Massachusetts	10-093MA (04/08)	N

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		2008-00207		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		2008-00310		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Coverage Selections Page	MAPA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Notice of Transfer of Insurer	10-070MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Massachusetts Automobile Insurance Policy	90-4MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Punitive Damages Exclusion	90-85MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Diminishing Deductible	90-90MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Acknowledgement of Requirement for Pre-Insurance Inspection	90-94MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Application for Good Student Discount	90-292MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Public Transit Discount Verification	90-293MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Application for Massachusetts Motor Vehicle Insurance	90-294MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Notice of Mandatory Pre-Insurance Inspection Requirement	90-295MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	2008-00207			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	2008-00310			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Coverage Selections Page	MAPA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Notice of Transfer of Insurer	10-070MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Massachusetts Automobile Insurance Policy	90-4MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Diminishing Deductible	90-90MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Acknowledgement of Requirement for Pre-Insurance Inspection	90-94MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Application for Good Student Discount	90-292MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Public Transit Discount Verification	90-293MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Application for Massachusetts Motor Vehicle Insurance	90-294MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Notice of Mandatory Pre-Insurance Inspection Requirement	90-295MA (04/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**PEERLESS INSURANCE COMPANY
MASSACHUSETTS PERSONAL AUTO PROGRAM
FORM FILING MEMORANDUM**

Policies that are written through Independent Agents who are appointed with Peerless Insurance Company (PIC), will be written by Peerless Insurance Company.

We are filing the Massachusetts Automobile Insurers Bureau 2008 based Personal Automobile Insurance Policy including forms and endorsements for use in Massachusetts. The list that follows contains endorsements and forms that we will be utilizing in Peerless Insurance Company. Explanatory information for proprietary forms can be found following the form tables.

Please note we are in compliance with M.G.L. Chapter 175, Sections 18 and 192. All policies and endorsements are issued with, and physically attached to, a mailer page that appears as the first page(s) of the policy and/or endorsement as well as our Coverage Selections Page. Both our mailer page and Coverage Selections Page contain the corporate name of the insurer issuing the policy or endorsement, and are being placed on file herein.

POLICY FORMS AND ENDORSEMENTS				
REVISED/NEW FORM NUMBER		TITLE	REPLACED FORM (if applicable)	
M-0002-S	04 08	Guest Occupants Exclusion	NEW	
M-0004-S	04 08	Transportation Of Fellow Employees, Students or Others	NEW	
M-0047-S	04 08	Antique Auto	NEW	
M-0051-S	04 08	Use of Other Autos – Vehicles Furnished or Available For Regular Use	NEW	
M-0052-S	04 08	Use of Other Autos – Vehicles Furnished or Available For Regular Use as Public or Livery Conveyances	NEW	
M-0063-S	01 88	Restriction of PIP for Employers Subject to the Massachusetts Workers' Compensation Act	NEW	
M-0070-S	04 08	Coverage for Anyone Renting An Auto To You – Additional Insured – Lessor	NEW	
M-0103-S	04 08	Nonrenewal of Policy – Motorcycle, Recreational Vehicles and Trailers	NEW	
M-0106-S	04 08	Operator Exclusion Form	NEW	
M-0107-S	01 06	Trust Endorsement	NEW	
MPY-0016-S	04 08	Waiver of Deductible	NEW	
MPY-0027-S	04 08	Stated Amount Coverage	NEW	
MPY-0028-S	04 08	Other Optional Insurance Fire, Lightning, and Transportation	NEW	
MPY-0029-S	04 08	Other Optional Insurance Theft	NEW	
MPY-0031-S	04 08	Other Optional Insurance Combined Additional Coverage	NEW	
MPY-0032-S	04 08	Suspension of Coverage and Reduction of Limits	NEW	
MPY-0034-S	04 08	Agreed Amount – Comprehensive	NEW	
MPY-0037-S	04 08	Coverage For Customized Vans and Pickups	NEW	
MPY-0039-S	04 08	\$100 Glass Deductible – Comprehensive	NEW	
MPY-0040-S	04 08	Original Equipment Manufacturer Parts Coverage	NEW	
MPY-0041-S	04 08	Excess Electronic Equipment Coverage	NEW	
MAPA	04 08	Coverage Selections Page	NEW	
10-070MA	04 08	Notice of Transfer of Insurer	NEW	
10-093MA	04 08	Amendatory Endorsement – Massachusetts	NEW	
90-4MA	04 08	Massachusetts Automobile Insurance Policy	NEW	
90-85MA	04 08	Punitive Damages Exclusion – Massachusetts	NEW	

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90-90MA	04 08	Diminishing Deductible - Massachusetts	NEW	
90-94MA	04 08	Acknowledgement of Requirement for Pre-Insurance Inspection	NEW	
90-292MA	04 08	Application for Good Student Discount	NEW	
90-293MA	04 08	Public Transit Discount Verification	NEW	
90-294MA	04 08	Application for Massachusetts Motor Vehicle Insurance	NEW	
90-295MA	04 08	Notice of Mandatory Pre-Insurance Inspection Requirement	NEW	
90-296MA	04 08	Annual Mileage Discount	NEW	
90-301MA	04 08	Massachusetts Renewal Form	NEW	
91-4MA	04 08	Special Provisions Endorsement - Massachusetts	NEW	
91-40MA	04 08	Ultra Plus Special Provisions - Massachusetts	NEW	
MMAML	02 08	Mailer Page - Massachusetts	NEW	

1. **MAPA (04/08) Coverage Selections Page:** This is identical to the AIB Coverage Selections Page except we have added a form number for programming purposes and have amended the Discount section to better reflect our discounts.
2. **10-070MA Notice of Transfer of Insurer:** This is identical to the AIB form except we have added a number for ease of reference.
3. **10-093MA (04/08) Amendatory Endorsement – Massachusetts:** This is a mandatory endorsement that will attach to all new business and renewal policies.
4. **90-4MA (04/08) Massachusetts Automobile Insurance Policy:** This is identical to the AIB 2008 Policy except we have added a form number for programming purposes.
- ~~5. **90-85MA (04/08) Punitive Damages Exclusion – Massachusetts:** This endorsement excludes liability and uninsured motorists coverage for punitive or exemplary damages, fines, penalties, treble damages, multiplied or multiple damages imposed upon any insured. The exclusion also applies to any defense or legal expenses incurred as a result.~~
6. **90-90MA (04/08) Diminishing Deductible - Massachusetts:** This endorsement, which will attach to all Personal Auto policies with Collision or Limited Collision coverage, will provide a diminishing Collision or Limit Collision deductible if an insured's policy has been Collision or Limited Collision loss free for at least the immediate preceding renewal term.
7. **90-94MA (04/08) Acknowledgement of Requirements for Pre-Insurance Inspection:** This will be used by our agents to get verification from applicants regarding their knowledge of requirements for pre-insurance inspections.
8. **90-292MA (04/08) Application for Good Student Discount:** This will be used and retained by our agents to obtain verification of good student discount qualification.
9. **90-293MA (04/08) Public Transit Discount Verification:** This will be used and retained by our agents to obtain verification of public transit discount qualification.
10. **90-294MA (04/08) Application for Massachusetts Motor Vehicle Insurance:** This application is identical to the AIB application except we have added a form number for ease of reference.
11. **90-295MA (04/08) Notice of Mandatory Pre-Insurance Inspection Requirement:** This will be used by our agents to advise applicants of the requirement to have the pre-insurance inspections.

**PEERLESS INSURANCE COMPANY
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12. **90-296MA (04/08) Annual Mileage Discount:** This will be used and retained by our agents to verify qualification for the annual mileage discount.
13. **90-301MA (04/08) Massachusetts Renewal Form:** This is identical to the AIB Renewal Form except we have added a form number for programming purposes.
14. **91-4MA (04/08) Special Provisions Endorsement - Massachusetts:** 91-4MA is attached to all policies (except those that have purchased 91-40MA Ultra Plus Special Provisions – Massachusetts) at no additional premium charge. This endorsement enhances the coverages, limits and provisions provided by the Massachusetts Personal Auto Policy.
15. **91-40MA (04/08) Ultra Plus Special Provisions - Massachusetts:** For an additional premium charge, this optional endorsement further enhances the coverages, limits and provisions provided by the Massachusetts Personal Auto Policy with 91-4MA. The provisions of 91-4MA are included within the 91-40MA Ultra Plus Special Provisions – Massachusetts. Therefore, it is not necessary to attach the 91-4MA Special Provisions – Massachusetts when Ultra Plus coverage has been purchased.
16. **MMAML (02/08) Mailer Page:** The MMAML (07/96) Mailer Page is attached to all personal lines of business (immediately preceding the policy declarations). This page displays the named insured's address, agent's name, address and phone number as well as the underwriting company.

**PEERLESS INSURANCE COMPANY
 MASSACHUSETTS PERSONAL AUTO PROGRAM
 FORM FILING MEMORANDUM**

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**PEERLESS INSURANCE COMPANY
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90-94MA	04 08	Acknowledgement of Requirement for Pre-Insurance Inspection	NEW	
90-292MA	04 08	Application for Good Student Discount	NEW	
90-293MA	04 08	Public Transit Discount Verification	NEW	
90-294MA	04 08	Application for Massachusetts Motor Vehicle Insurance	NEW	
90-295MA	04 08	Notice of Mandatory Pre-Insurance Inspection Requirement	NEW	
90-296MA	04 08	Annual Mileage Discount	NEW	
90-301MA	04 08	Massachusetts Renewal Form	NEW	
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91-40MA	04 08	Ultra Plus Special Provisions - Massachusetts	NEW	
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5. **90-90MA (04/08) Diminishing Deductible - Massachusetts:** This endorsement, which will attach to all Personal Auto policies with Collision or Limited Collision coverage, will provide a diminishing Collision or Limit Collision deductible if an insured's policy has been Collision or Limited Collision loss free for at least the immediate preceding renewal term.
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11. **90-296MA (04/08) Annual Mileage Discount:** This will be used and retained by our agents to verify qualification for the annual mileage discount.
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- 14. 91-40MA (04/08) Ultra Plus Special Provisions - Massachusetts:** For an additional premium charge, this optional endorsement further enhances the coverages, limits and provisions provided by the Massachusetts Personal Auto Policy with 91-4MA. The provisions of 91-4MA are included within the 91-40MA Ultra Plus Special Provisions – Massachusetts. Therefore, it is not necessary to attach the 91-4MA Special Provisions – Massachusetts when Ultra Plus coverage has been purchased.
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