

**MASSACHUSETTS
MANDATORY ENDORSEMENT—PM-0099-S (ED. 09-11)**

This endorsement includes changes that affect your auto insurance. Please read this endorsement carefully to see how it affects your policy.

Definitions

On Page 2, the third sentence of item 5.C. is replaced by the following:

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.

Optional Insurance

On Page 12, items 2 and 3 are replaced by the following:

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.

On Page 12, items 4 and 5 are renumbered as item 3 and item 4.

On page 13, item 6 is renumbered item 5.

Part 4. Damage to Someone Else's Property

On Page 11, in the second sentence of item 3, the words "having a gross vehicle weight of less than 10,000 pounds and" are deleted.

Part 5. Optional Bodily Injury to Others

On Page 13, in the second sentence of item 5, the words "having a gross vehicle weight of less than 10,000 pounds and" are deleted.

On Page 14, item 1 is replaced by the following:

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.

Part 7. Collision

On Page 16, Part 7, Collision, the first two paragraphs are replaced by the following:

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.

On Page 17, item 2, the words "a higher rating step" have been replaced by "more points".

Part 8. Limited Collision

On Page 17, Part 8, Limited Collision, the third and fourth sentences of the first paragraph are replaced by the following:

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.

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On page 18, item 2, the words "a higher rating step" have been replaced by "more points".

On page 18, the fourth paragraph after the line is deleted.

Part 9. Comprehensive

On Page 19, Part 9, Comprehensive, the third and fourth sentences of the first paragraph are replaced by the following: 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.

On page 19, paragraphs 3 and 4 are deleted.

General Provisions and Exclusions

11. Repair and Payment After a Collision or Loss

On page 27, the second paragraph is deleted.

20. Pre-insurance Inspection

On page 28, the second sentence is replaced by the following:

The required inspection of **your auto** may 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.

21. Actual Cash Value

On page 30, the following is added:

Whenever the appraised cost of repair of an auto plus the probable salvage value of the auto may be reasonably expected to exceed the actual cash value of the auto, we shall determine the vehicle's actual cash value. Our determination shall be based on a consideration of all the following factors:

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

Merit Rating Plan

Page 33 is replaced by the following:

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

The Plan increases or decreases the premium for this policy through the application of surcharge points or a credit factor. A credit factor is awarded to operators with at least five years of incident free driving. Every point results in a higher premium and the credit factor results in a lower premium. A minimum of two and a maximum of five points will be assigned to each surchargeable moving traffic violation.

We will send you a "Merit Rating Statement" with your Coverage Selections Page if this policy is not entitled to a maximum credit.

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

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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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We will send you a "Merit Rating Statement" with your Coverage Selections Page if this policy is not entitled to a maximum credit.

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