



# WAYS TO SAVE

## ON YOUR MOTOR HOME INSURANCE

### IMPORTANT NOTICE

Remember that this brochure is not meant to be a substitute for reading your Massachusetts Motor Home Insurance Policy. That policy is your insurance contract. Questions or disputes concerning your motor home insurance will be resolved according to the terms of that policy.

MASSACHUSETTS DIVISION OF INSURANCE  
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BOSTON, MASSACHUSETTS 02118-6200  
1-617-521-7794  
[WWW.MASS.GOV/DOI](http://WWW.MASS.GOV/DOI)



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## **PART I. SHOPPING FOR INSURANCE**

Starting April 1, 2008, motor vehicle insurance companies began setting their own rates. This means that if you request premium quotes for the same coverage from several different companies, you will most likely receive different quotes from each of them. You will then be able to choose the best rate for the coverage you want. The Commissioner of Insurance still reviews a company's rates, but the new system allows companies to compete for your business.

### **WILL COMPETITION LOWER MY PREMIUM?**

Competition is designed to encourage insurance companies to offer their lowest possible premium to each driver. Although the majority of Massachusetts policyholders will probably benefit from reduced rates under the new system, the amount that you pay will depend on your individual risk factors, such as your driving record, the territory in which you live, and other rating factors approved by the Division of Insurance.

### **HOW SHOULD I SHOP FOR MOTOR HOME INSURANCE?**

First you should determine what types of coverage you need, and how much of each type you need. Once you have decided what you need, you should then get premium quotes for that coverage from several companies. You can do this by working with one or more agents and by contacting different insurance companies directly.

For a current list of all insurance companies offering motor home insurance in Massachusetts, please contact the Division of Insurance.

### **HOW SHOULD I DECIDE WHERE TO PURCHASE MY POLICY?**

Once you have chosen the types and amounts of coverage that you need, you will need to obtain quotes from different insurance companies in order to find the best price. *Make sure the premium quotes you are getting from each company are for the same coverage.* Once you have determined which companies will provide you with the best price for the coverage you need, you may wish to speak with family members, friends and neighbors to learn about their claims experiences. While price is certainly an important factor in deciding which insurance company to choose, it is not the only factor. Price, discounts, claims handling, location, or the company's financial health are all legitimate factors you might consider in buying insurance. Ultimately, you must decide which features are most important to you.

### **CAN I PAY MY PREMIUM IN INSTALLMENTS?**

Most companies offer installment plans to allow policyholders to spread out their payments. The company typically adds a service fee to policies making use of the

installment plan option. If you are assigned to an insurer through the MAIP, you will be offered an installment plan unless you have previously had a policy cancelled for non-payment, or if you have made a payment with a bounced check. For policies written on the voluntary market, installment plans are optional.

## **PART II. WHAT IS IN MY INSURANCE POLICY?**

### **COMPULSORY COVERAGE**

There are several types of compulsory insurance that you are required to purchase under Massachusetts law. These coverages are:

**Bodily Injury to Others** protects you against legal liability for the accidental injury or death of others (but not your passengers) caused by the operation of your motor home, but only if the accident occurs in Massachusetts. You will be covered up to a basic limit of \$20,000 per person and \$40,000 per accident.

**Personal Injury Protection (PIP)** pays up to \$8,000 for medical expenses, replacement services and 75% of any lost wages. PIP will pay these expenses to you or anyone you let drive your motor home, anyone living in your household, passengers and pedestrians, no matter who causes the accident.

**Bodily Injury Caused by an Uninsured Motor Vehicle** protects you, anyone you let drive your motor home, household members and passengers (unless covered by another Massachusetts policy with similar coverage) against losses caused by an uninsured or unidentified ("hit and run") driver. A minimum limit of \$20,000 per person and \$40,000 per accident is required.

**Property Damage** pays for damage to another person's property when you, a household member or another authorized driver cause an accident. A minimum limit of \$5,000 is required.

### **OPTIONAL COVERAGE**

Compulsory insurance is the minimum amount of coverage required by state law. Accidents can often result in damage that exceeds these limits. Depending on your individual needs, you may wish to purchase increased limits on these coverages or additional types of coverages such as those listed below. You should consult with an agent or other insurance professional for help in determining what types and how much coverage you need.

Examples of optional coverages that companies may offer are as follows:

- Coverage for bodily injury to others outside of Massachusetts
- Coverage for guest passengers in your motor home
- Increased limits for bodily injury to others
- Increased limits for bodily injury caused by an uninsured or underinsured motor vehicle

- Coverage for medical payments beyond the mandatory PIP coverage
- Collision coverage that pays for damage to your motor home no matter who causes the accident
- Comprehensive coverage that pays for damage to your motor home caused by events such as fire, theft or vandalism
- Multiple deductible options for Collision and Comprehensive
- Coverage for emergency expenses, such as substitute transportation, and sometimes temporary living facility and other expenses, while your motor home is being repaired from a collision or comprehensive claim. Some companies might limit this to claims that arise a certain distance or more from your home.
- Coverage for towing and labor when your motor home breaks down
- Accident forgiveness
- Roadside assistance
- Loan/lease coverage
- Pet coverage
- Options by which the insurer pays for total losses a previously-agreed amount, the purchase price of your motor home, or the cost of a new motor home
- Disappearing deductibles
- Fire department service coverage, which pays charges you agree to pay when the fire department is called to save or protect your motor home
- Physical damage coverage in Mexico
- Personal effects coverage, which pays for physical damage or theft of scheduled and unscheduled personal property, and personal property in storage
- Full timer's package, which provides liability, medical payments, and personal effects coverage to insureds who occupy their motor homes on an extended basis
- Vacation liability coverage, which provides liability coverage for accidents at a motor home being used as a temporary residence
- Scheduled medical benefits – vacation residence coverage, which pays scheduled amounts for certain serious injuries you sustain while using your motor home as a residence

Each of these coverages is subject to important limitations and exclusions. Agents and companies must inform you in simple language of your coverage options when you apply for a motor home insurance policy, or at any time upon your request if you already have a policy.

## **MANDATORY OFFER**

Insurers and agents must offer you the option of purchasing the following amounts of coverage:

- Bodily injury liability and uninsured motorist coverage up to \$35,000 per person/\$80,000 per accident

- Personal injury protection benefits up to \$8,000 per person/per accident
- Property damage liability up to \$5,000 per accident
- Comprehensive and Collision coverage subject to a deductible of \$500 must be offered unless you have an excessive history of claims
- Medical payments insurance of at least \$5,000

## **PART III. HOW DO I LOWER MY PREMIUM?**

### **HOW IS MY PREMIUM CALCULATED?**

Massachusetts drivers do have the ability to lower their motor home insurance premium by shopping around, driving safely, choosing appropriate coverage, and taking advantage of discounts.

To calculate your premium, insurance companies consider your years of driving experience, the number and type of your at-fault accidents, the number and type of your traffic violations, the vehicle you drive and the principal place where you garage that vehicle. Insurance companies may also consider other risk factors if those factors are relevant to risk and approved by the Commissioner.

### **PROHIBITED UNDERWRITING AND RATING FACTORS**

Insurance companies may not use certain factors for either underwriting or rating under Massachusetts law. Underwriting is the company's process of deciding whether or not to accept your business and issue you a policy. Rating is the company's process of deciding how much premium to charge you. Insurers cannot use sex, marital status, race, creed, national origin, religion, age (except for safe drivers who are 65 years or older), occupation, income, education, and home ownership in the underwriting or rating process.

Insurers may use the principal place of garaging in determining your rate, but not for underwriting. Insurance companies may not use credit information from consumer reporting agencies for either underwriting or rating.

### **SAVING MONEY**

#### **COVERAGE CHOICES**

Drivers can often lower their premium by thinking about which optional coverages they really need and the level of coverage that best fits their situation.

#### **PIP Coverage**

You can save on your premium by excluding yourself, or yourself and household members from some or all of this coverage. You should consider this option if you have a medical and disability income plan. The portion of each claim not covered is called a "deductible."

### **Collision and Comprehensive**

If you have a motor home of low dollar value, it may be a wise economic choice not to buy the Collision or Comprehensive coverage unless your lender requires it.

### **Medical Payments**

You should consider carefully your choice to purchase medical payments insurance if you already have health insurance. Your medical payments insurance may not be necessary if you have health insurance.

### **Substitute Transportation or Emergency Expense**

If you can afford to take a cab or rent a vehicle when your motor home is in the shop for collision repairs, you may not need Substitute Transportation or Emergency Expense coverage. Some insurers might also cover temporary living facilities and other expenses, so you might consider your ability to pay for these expenses too.

### **Towing & Labor or Roadside Assistance**

If you belong to a Motor Club, you probably do not need this coverage since many Motor Clubs' services include towing and labor.

## **SELECTING YOUR DEDUCTIBLE**

Your deductible will be set at \$500 unless you select a different amount. You can always save on your premium by choosing a larger deductible where one is offered. In determining the right deductible for you, decide how much you can afford to pay out of your own pocket in the event of an accident or loss in which you are at fault, or the other driver is unidentified.

## **INDIVIDUAL DISCOUNTS**

Insurance companies offer a variety of ways to reduce your premium. While there are some discounts that are required by law – such as discounts for drivers who are 65 years or older – companies may have other savings tied to driver-training, multiple vehicles on the same policy or other factors that reduce either the risk or extent of injuries or damage. The amount of these savings may vary somewhat from company to company. When shopping for your new policy, be sure to find out what factors may reduce your premium for each company.

## **GROUP MARKETING PROGRAMS**

In recent years, many insurers have been offering reduced rates to members of certain groups. In addition, many group plans do not charge interest or require an initial deposit.

Groups can be sponsored by an employer, civic organization, motor club, association, trade union, credit union, etc. You may want to check with agents of several different insurers to learn which groups the insurer has been approved to offer discounts to and the size of the discounts. Any member of an approved group is eligible for the group savings.

## **PART IV. MY DRIVING RECORD**

### **DRIVING SAFELY CAN REDUCE YOUR PREMIUM**

Now that competition has arrived in Massachusetts, each company will calculate premiums differently. Your driving record will always be a significant factor in determining how much you will pay. Driving safely and maintaining a clean driving record will almost certainly reduce your motor home insurance premium regardless of what company you choose.

### **WHAT IS A MERIT RATING PLAN?**

Under the new competitive market system, companies are free to create their own rules – known as Merit Rating Plans – to determine how your driving record will affect your premium. These plans lower your premium based on years of incident-free driving, or raise your premium based on at-fault accidents and traffic violations.

An insurance company's Merit Rating Plan shall not:

- Use any at-fault accident or traffic violation that is greater than 6 years old from the policy effective date, or
- Increase premium for at-fault accidents or traffic violations for more than 5 years.

For more information on individual insurance company Merit Rating Plans, contact the insurance company or insurance agent directly.

### **APPEALING AT-FAULT ACCIDENTS ON YOUR RECORD**

Insurers are required to determine if a driver is more than 50% at fault for an accident by applying specific standards of fault. These standards are common accident types under which you are presumed to be at fault. For example, drivers are presumed to be more than 50% at fault when operating a vehicle that collides with the rear section of another vehicle.

If your company determines that you are at fault for an accident, it will send you a Surcharge Notice. This notice includes instructions for appealing the surcharge to the Board of Appeals at the Division of Insurance.

If you receive a Surcharge Notice naming the wrong operator, call your insurer-

ance company. Your insurer will rescind the incorrect notice and reissue the notice to the correct operator.

If you believe that you were not more than 50% responsible for causing the accident, follow the instructions on the Surcharge Notice to appeal the surcharge to the Board of Appeals. There is a \$50 fee to file this appeal. You must file your appeal within 30 days from receiving your Surcharge Notice; otherwise, you may lose your right to appeal.

If a surcharge is applied to your motor home insurance premium, you must pay the additional premium while your appeal is pending or your policy will be cancelled. If you win your appeal, you will receive a refund or credit from your insurer for any increased premium you paid as a result of the surcharge. For specific details about the at-fault accident appeal process, contact the Division of Insurance Board of Appeals at **617-521-7478** or visit our website at ***www.mass.gov/doi***.

## **APPEALING TRAFFIC VIOLATIONS**

If you receive a traffic ticket – known as a civil traffic citation – that increases your premium, you can challenge the ticket in court. The rules for contesting the ticket will be found on the back of the ticket. Typically, you will have a hearing before a clerk-magistrate or judge. If the court finds in your favor, you will not be surcharged for the violation. For more information on appealing civil traffic citations, please visit the Merit Rating Board's website at ***www.mass.gov/mrb***.

## **MERIT RATING BOARD AND COPIES OF YOUR DRIVING RECORD**

You may obtain an official copy of your driving history record from the Merit Rating Board (MRB). The MRB is the state agency that maintains driving history records. The MRB receives and maintains information from insurance companies, police departments, and Massachusetts courts regarding at-fault accidents and motor vehicle traffic violations. You can receive a copy of your driving record by submitting a completed "Request for Detailed Driving History Record" form to the MRB. There is a \$15 fee to process your request. You can learn more about the MRB by visiting their website at ***www.mass.gov/mrb*** or you can call **617-351-4400**.

## **PART V. MY CONSUMER RIGHTS**

### **YOU HAVE THE RIGHT TO SEEK THE LOWEST PRICES AVAILABLE FOR MOTOR HOME INSURANCE**

Now that competition has arrived in Massachusetts, you can shop for the best motor home insurance rates available. The Division of Insurance en-

courages you to shop aggressively for the best rates for the products that fit your needs. Premium calculations vary by company depending on the types of traffic violations, accidents, and other criteria they consider. Even if you have recently been involved in an accident or received a traffic ticket, it still pays to shop because some companies may judge some types of incidents differently.

## **YOU CANNOT BE DENIED MOTOR HOME INSURANCE FOR UNFAIRLY DISCRIMINATORY REASONS**

Massachusetts insurers may not deny you motor home insurance based on your gender, race, creed, national origin, marital status, religion, age, occupation, income, principal place of garaging your motor home, education or home-ownership.

## **YOU CANNOT BE DENIED MOTOR HOME INSURANCE BASED ON YOUR CREDIT HISTORY**

Companies may not deny you motor home insurance based on any credit information contained in a consumer report that is obtained from a credit reporting agency.

## **YOU HAVE THE RIGHT TO KNOW THE BASIS FOR A COMPANY'S DENIAL OF YOUR APPLICATION FOR INSURANCE**

Insurance companies can refuse to offer you coverage based on non-discriminatory grounds, but they must identify the reasons for their denial. If you believe an insurer's refusal is unlawful, you should file a written complaint to the Division of Insurance.

## **YOU HAVE THE RIGHT TO COVERAGE EVEN IF AN INSURER DECLINES TO GIVE YOU A POLICY**

If you cannot find an insurance company willing to issue a policy, you may obtain coverage through the Massachusetts Automobile Insurance Plan (MAIP). An insurance agent can help you apply for coverage through the MAIP. The MAIP will assign you to an insurance company that will provide insurance to you for up to three years.

## **YOU HAVE THE RIGHT TO SELECT CERTAIN INSURANCE POLICY PERIODS**

The majority of motor home insurance companies offer policies for one-year periods. Some insurance companies also offer policies for six-month periods, or for periods up to two years. You can take advantage of these options if they are offered to you. However, every insurance company that agrees to

offer you a policy must provide a policy with a one-year term if you ask for it. When you compare premium quotes from different companies, be sure to compare policy periods that are identical.

## **YOU HAVE THE RIGHT TO HAVE COVERAGE UNDER YOUR MOTOR HOME INSURANCE POLICY REGARDLESS OF WHO IS DRIVING YOUR MOTOR HOME PROVIDED YOU GAVE YOUR CONSENT TO THE DRIVER**

In most cases, your policy covers any accident involving your motor home even when it is driven by someone else with your permission. Your policy will not cover bodily injuries or property damage resulting from an accident when someone drives your motor home without your consent. If your motor home is stolen, comprehensive coverage will pay to repair any damage to your motor home if recovered, or its actual cash value at the time it was stolen. Some companies may sell coverage that pays a previously-agreed amount, the purchase price of your motor home, or the cost of a new motor home if there is a total loss to your motor home. If someone else regularly uses your motor home, they must be listed on your policy.

## **YOU HAVE THE RIGHT TO TRAVEL AND HAVE YOUR COVERAGE FOLLOW YOU**

Your policy's bodily injury protection (Part 1) only applies to accidents that occur in Massachusetts. In order to have bodily injury coverage outside of Massachusetts, you must purchase the optional Part 5. Part 5 coverage – including bodily injury coverage – follows you everywhere in the U.S. and Canada.

## **YOU HAVE THE RIGHT TO AN EXPLANATION OF HOW YOUR DRIVING HISTORY RECORD AFFECTS YOUR PREMIUM**

All companies use driving history when calculating premiums. The Division of Insurance's regulation does not permit companies to calculate a premium based on an accident or traffic violation that is more than six years old.

## **YOU HAVE THE RIGHT TO CANCEL YOUR POLICY AT ANY TIME**

You can shop for a cheaper or different motor home insurance policy at any time – not just when your policy is up for renewal. If you find a better price or a company that offers additional coverages that you wish to purchase, you can cancel your old policy and seek a refund of your unused premium. Be aware that if you cancel a policy before it expires, your prior company may charge you a penalty.

## **YOU HAVE THE RIGHT TO CHANGE YOUR COVERAGES AND POLICY LIMITS AT ANY TIME**

You have the right to change your coverages and policy limits at any time, even if your policy is not up for renewal. If you select lower policy limits or cancel non-mandatory coverages, you have a right to a refund of your unused premium.

## **YOU HAVE THE RIGHT TO THE PROMPT AND FAIR HANDLING OF CLAIMS**

You may ask about any payments made to others by your company and charged to your policy. If you file a claim with your company, it should be handled promptly and fairly. If your claim is denied, the company must provide you with a written explanation for the denial.

## **IF YOU ARE IN AN ACCIDENT AND YOUR INSURANCE COMPANY FINDS THAT YOU ARE “AT FAULT,” YOU HAVE A RIGHT TO AN APPEAL BEFORE THE BOARD OF APPEALS**

Your insurance company must notify you that it has made a decision that you were more than 50% “at fault” in a motor home accident. If you believe that you were not more than 50% responsible for causing the accident, follow the instructions on the Surcharge Notice to appeal the surcharge to the Board of Appeals. There is a \$50 fee to file this appeal. You must file your appeal within 30 days from receiving your Surcharge Notice; otherwise, you may lose your right to appeal.

## **YOU HAVE THE RIGHT TO A NOTICE OF CANCELLATION**

An insurance company may cancel your policy before its expiration date under very limited circumstances. The company must give you at least 20 days written notice before canceling your policy. The notice must specify the reason for the cancellation. If you receive a cancellation notice for non-payment of premium, you have until the date that the cancellation is to take effect in which to pay the premium and avoid cancellation.

## **YOU HAVE THE RIGHT TO APPEAL A CANCELLATION OF INSURANCE**

If a motor home insurance company cancels your insurance, you can file an appeal with the Board of Appeals. You should start shopping for insurance coverage from another insurance company immediately, even if you have not had your appeal hearing, so that you are not left without insurance coverage. You should never drive your motor home without insurance.

## **YOU HAVE THE RIGHT TO A NOTICE OF NON-RENEWAL**

An insurance company can decline to renew your coverage for several different reasons. The company must issue a non-renewal notice directly to you or to your agent at least 45 days prior to the expiration of your policy. The notice must specify the insurance company's reason for non-renewing your policy.

## **YOU HAVE THE RIGHT TO KEEP PRIVATE THE PERSONAL INFORMATION YOU GIVE TO YOUR AGENT AND INSURANCE COMPANY**

Insurance companies and agents are required by law to have procedures in place that protect the privacy of your information. Your insurance company must provide you with a notice of these procedures. Also, insurance companies and agents are required by law to protect your personal information from identity theft, and provide you with specific instructions should a security breach occur.

## **YOU HAVE THE RIGHT TO FILE A COMPLAINT WITH THE DIVISION OF INSURANCE**

We are here for you. The Division of Insurance is always available to help you with questions or complaints about all types of insurance policies, insurance companies and agents. You can talk to a consumer service representative by calling the Division's consumer hotline at 617-521-7794.

## **PART VI. ACCIDENTS, CLAIMS & FRAUD**

### **EVERYONE PAYS FOR INSURANCE FRAUD**

Motor vehicle insurance fraud is not a victimless crime. We can all do our part to hold down costs by reporting suspected fraud and being part of the solution. Insurance fraud is a crime punishable by up to five years in state prison and a \$10,000 fine.

When you are involved in a motor home accident, you rely on your motor home insurer to handle your claim properly, fairly, and with as little inconvenience to you as possible. As a policyholder, you can ensure the efficiency of claims processing by doing your part to assist insurers in providing accurate information when the policy is issued, and in the fact-gathering process that follows a motor home accident. If you give false information to your insurer – such as who customarily operates your motor home – your claim may be denied.

## **BUYING A POLICY**

The single most important thing you can do to protect yourself from a claim denial is to check that all of the information you provide your insurance company is complete and accurate.

You must indicate where your motor home is garaged most of the time, regardless of your listed address. Furthermore, you must also list all the licensed drivers who are likely to operate your motor home. This includes people who live with you (family and roommates) who do not have their own motor home insurance, and also people who use your motor home on any kind of regular basis.

## **AFTER AN ACCIDENT**

Three simple steps can make a real difference in collecting all of the relevant information in the event of an accident:

- 1) Keep the following items in your glove compartment – a disposable camera, a first-aid kit, a tape measure, and blank police reports or accident diagrams.
- 2) Note all participants and witnesses at the scene including their name, address, contact information, and insurers regardless of whether or not anyone was injured.
- 3) File reports with the local police and your insurer promptly after the accident.

These easy steps will allow you to make a contribution to limiting the cost of fraud to all insurers, and thereby hold down rates for all consumers. In addition, you will be far more likely to be satisfied with the handling of your claim.

If you suspect fraudulent conduct on the part of anyone involved in a motor vehicle accident or insurance claim, please call the Insurance Fraud Bureau hotline at 1-800-32-FRAUD. Another number to remember is the Governor's Auto Theft Strike Force Hotline at 1-800-HOT-AUTO when you have information about a motor vehicle theft. You will be able to speak confidentially with an investigator about your suspicions.

## **PART VII. THINGS TO REMEMBER**

### **PRE-INSURANCE INSPECTION**

Insurers can require a Pre-Insurance inspection of a used motor home prior to providing coverage for Collision, Limited Collision or Comprehensive. The inspection may be deferred for ten calendar days – not including legal holidays and Sundays. If your motor home is not inspected within the required time, these coverages will be automatically suspended.

## **CANCELLING YOUR POLICY**

If you cancel your insurance policy, no refund will be issued until your insurance company receives a receipt showing the license plates have been returned to the Registry of Motor Vehicles or notice that your coverage has been transferred to another carrier.

## **NEWLY LICENSED DRIVERS**

If any of your children who are household members obtain a driver's license, some insurers might require you to notify them within 60 days of that date. You might be required to list all licensed household members and any other licensed person who will customarily operate your motor home.

## **COOPERATE WITH YOUR INSURANCE COMPANY**

If you or someone on your behalf gives your insurance company false, deceptive, misleading, or incomplete information concerning the description and place of garaging of your motor home, or the names of those people who drive your motor home, your insurer may refuse to pay your claims under any or all of the Optional Insurance Parts of your policy.

## **FOR MORE INFORMATION**

If you visit the Division of Insurance's website at ***www.mass.gov/doi***, you will find an array of materials that can help you understand motor home insurance in Massachusetts. Go there to learn more about:

- Shopping Around for Insurance
- Consumer Rights in Insurance
- Learn More About the Massachusetts Automobile Insurance Plan (MAIP)
- Insurance and Your Rental Car.







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Z739 MA 0510



# Application for Massachusetts Motor Vehicle Insurance

(Programming note: The heading below will not print for customers who e-sign.)

## Please review, sign where indicated and return

(Programming note: The heading below will print for customers who e-sign.)

## Please review and sign where indicated

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MASSACHUSETTS LOGO

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X> will print if available.)

(Programming note: The heading and policy number below prints on all sold applications.)

**Policy number:** <XXXXXXXX-X>

(Programming note: Heading will be 'Named insured' if additional Named insured is not selected.)

Named insureds: <XXXXX XXXXXXXXXXXXXXXX>  
< XXX XXXXXXXXXXXXXXXX>

<MMM DD, YYYY>

Page <X of X> (Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The paragraph below contains state specific, promulgated text.)

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 Motor Vehicle, Bodily Injury Caused By An Underinsured Motor Vehicle at limits up to \$35,000 each person, \$80,000 each accident, Medical Payments Coverage up to \$5,000, Collision, Limited Collision, Comprehensive and Emergency Expense Coverage. 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. Roadside Assistance, Trailer, Full Timer's Personal Liability, Disappearing Deductible, Replacement Cost Personal Effects, Full Timer's Secured Storage Personal Effects, Scheduled Personal Effects, Vacation Liability, and Scheduled Medical Benefits/Vacation Residence are available at the option of the Company.

(Programming note: For customers who sign the app electronically, "for policy number <XXXXXXXX-X>" will print if available.)

(Programming note: The heading below prints on all sold applications.)

### Policy and premium information for policy number <XXXXXXXX-X>

(Programming note: The heading below prints on all unsold applications.)

#### Policy and premium information

(Programming note: The name of the actual insuring entity will print below.)

Insurance company: <XXXXXXXXXXXX XXXX XXXXXXXXXXX XXXXXXXX>  
<XXXXX XXXXX>  
<XXXXX, XX XXXXX>

(Programming note: Agent name will print if provided. If Agent name is not provided, only the Agency name will print.)

(Programming note: The section below will not print for Direct.)

Agent: <XXX XXXXX>  
<XXXXX XXXXXXXXXXX XXXXXXXX>  
<XXXX XXXXX XX>  
<XXXXXXXXXX, XX XXXXX>  
<XXXXX>  
<XXX-XXX-XXXX>

(Programming note: Heading will be 'Named insured' if additional Named insured is not selected.)

Named insureds: <XXXXXXXXXX XXXXXXXXXXXXXXXXXXXX>  
<XXXXXXXXXX XXXXXXXXXXXXXXXXXXXX>  
<XXX XXXX>  
<XXXX, XX XXXXX>

(Programming note: The e-mail address, home telephone and work telephone headings will print even if no information is provided.)

e-mail address: <credtdemo@aol.com>

Home: <XXX-XXX-XXXX>

Work: <XXX-XXX-XXXX>

(Program note: The Policy period will print on all sold applications.)

Policy period: <MMM DD, YYYY – MMM DD, YYYY>

(Programming note: This icon will not print on any page for customers who e-sign.)



Continued

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>  
<XXXXX XXXXXXXXXXXXXXXXX>  
< XXX XXXXXXXXXXXXXXXXX>  
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The text below is state specific and must print in bold and all caps.)

**IMPORTANT NOTE: IF YOU RECEIVE AN ENDORSEMENT FROM US STATING AN EXPIRATION DATE DIFFERENT THAN THE ONE STATED IN THIS APPLICATION, YOUR POLICY WILL EXPIRE ON THE DATE STATED ON THAT ENDORSEMENT.**

(Programming note: The date and time below will print on all sold applications.)

Effective date and time: <MMM DD, YYYY at XX:XX a.m.>

(Programming note: The sentence below will print on all unsold applications for Agent.)

Your policy will be effective when your required initial payment is received by your agent or at a later date of your choice.

(Programming note: The sentence below will print on all unsold applications for Direct.)

Your policy will be effective when your required initial payment is received or at a later date of your choice.

.....  
Total policy premium: <\$x,xxx>

.....  
Initial payment required: <\$x,xxx>

(Programming note: Initial payment received prints for sold applications.)

.....  
Initial payment received: <\$x,xxx>

.....  
Payment plan: <xxxx> (Programming note: The selected payment plan will print here)

(Programming note: This section is state specific and promulgated.)

### Drivers and household members

(Programming note: The text below is state specific.)

Furnish information for the applicant, all operators who have an ownership interest in the vehicle(s), all household members who operate the vehicle(s), and each individual who customarily operates the vehicle(s) who is not a household member. Your failure to list an operator, a household member or any individual who customarily operates your vehicle(s) may have very serious consequences.

Name Date of birth  
.....  
<XXXX XXXXXXXXXXXXXXXXX> <MMM DD, YYYY>

(Programming note: Headings will always print. (1) The "Driver's license #/licensed state" and "Current" headings will always print, but no information will populate for this field. (2) The total number of years licensed will print here.)

Driver's license #/ Licensed state Total years licensed  
Current: <XXXX> (1) <XX> (2)

.....  
NOTICE: 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. 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 vehicle 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 our rates.

(Programming note: The section below will always print, is state specific and promulgated.)

### License information

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>  
 <XXXXX XXXXXXXXXXXXXXXXX>  
 < XXX XXXXXXXXXXXXXXXXX>  
 Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

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 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/mv](http://www.mass.gov/mv).

(Programming note: The section below prints when there is a driver with a filing.)

### Driver filing

Name	Filing type	State	Case number
<XXXXX XXXXXXXXXXXXXXXXX>	<XXXXXXXXXXXXXX>	<XX>	<XXXXXXXXXX>

(Programming note: The section below prints the coverages selected by the insured.)

### Outline of coverage

(Programming note: The message below regarding policy limits needs to print directly underneath the "Outline of coverage" heading when there is more than one vehicle on the policy.)

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle.

(Programming note: Coverage order will match the state specific dec page coverage order, and may not always match the model order of coverages.)

(Programming note: The "General policy coverage" text will print when there is a policy level coverage listed.)

### General policy coverage

	Limits	Deductible	Premium
Trailer (used with motorhome) (applies only under those physical damages coverages found in Parts 7,8 and 9 that you purchased for your motor home)	(Programming note: \$xx,xxx = the dollar value listed for Trailer Coverage.) The lesser of Actual Cash Value less Deductible or <\$xx,xxx>		<\$xxx>
Full Timer's Personal Liability (Part 18)	<\$xxx,xxx/\$xxx,xxx>		<xxx>
Medical Payments (in Part 18)	\$5,000 each person/\$50,000 each accident		
Loss Assessment (in Part 18)	\$5,000		
Shed Contents (in Part 18)	\$5,000	<\$xxx>	
Total premium for general policy coverage			<\$xxx>

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>  
 <XXXXX XXXXXXXXXXXXXXXXX>  
 < XXX XXXXXXXXXXXXXXXXX>  
 Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: Coverage order will match the state specific dec page coverage order, and may not always match the model order of coverages.)

(Programming note: If more than one vehicle, the below section will repeat for each vehicle. "X" equals vehicle number. Vehicles will be listed as Vehicle 1, Vehicle 2, Vehicle 3, Vehicle 4.)

**Vehicle <X>** (Programming note: The variable represents 1, 2, 3, or 4)

**2003 Coachmen Classic**

VIN: <XXXXXXXXXXXXXXXXXXXX>

Principal garaging address: <XXXXX>

State: <XX>

Use: <XXXXXXXX>

**Coverages Parts 1-20**

**Compulsory insurance**

	Limits	Deductible	Premium
Bodily Injury To Others (Part 1)	\$20,000 each person/\$40,000 each accident	<xxx>	<\$xxx>
Personal Injury Protection (Part 2)	\$8,000 each person	<xxx>	<xxx>
(Programming note: If the deductible is zero the following lines will not print. If deductible is greater than zero, one or the other will print.)			
(Programming note: The below will print if PIP coverage is for Named Insured only.)			
Deductible applies to You			
(Programming note: The below will print if PIP coverage is for Named Insured and Household Members.)			
Deductible applies to You and household members			
BI Caused By An <\$xx,xxx> each person/<\$xx,xxx> each accident		<xxx>	<xxx>
Uninsured Motor Vehicle (Part 3) (Compulsory Limits \$20,000/\$40,000)			
Damage To Someone Else's Property (Part 4)	<\$xx,xxx> each accident	<xxx>	<xxx>
(Compulsory Limit \$5,000)			

(Programming note: The following heading and section will only print if purchased.)

**Optional insurance**

	Limits	Deductible	Premium
Optional Bodily Injury To Others (Part 5)	<\$xx,xxx> each person/<\$xx,xxx> each accident	<xxx>	<\$xxx>
Medical Payments (Part 6)	<\$x,xxx> each person	<xxx>	<xxx>
(Programming note: Descriptors are variable based on coverage settlement option selected. \$xxx,xxx = the rating base dollar value listed for the RV.)			
Collision (Part 7)	The lesser of Actual Cash Value at time of loss less Deductible or <\$xxx,xxx>	<\$xxx> w/waiver	<xxx>
(Programming note: Descriptors are variable based on coverage settlement option selected. \$xxx,xxx = the rating base dollar value listed for the RV.)			
Limited Collision (Part 8)	The lesser of Actual Cash Value at time of loss less Deductible or <\$xxx,xxx>	<\$xxx>	<xxx>
(Programming note: Descriptors are variable based on coverage settlement option selected. \$xxx,xxx = the rating base dollar value listed for the RV.)			
Comprehensive (Part 9)	The lesser of Actual Cash Value at time of loss less Deductible or <\$xxx,xxx>	<\$xxx> <\$xxx> glass	<xxx>
Emergency Expense (Part 10)	<\$xx.xx>		<xxx>
Roadside Assistance (Part 11)			<xxx>

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>  
<XXXXX XXXXXXXXXXXXXXXXX>  
< XXX XXXXXXXXXXXXXXXXX>  
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

Bodily Injury Caused By An Underinsured Motor Vehicle (Part 12) <\$xx,xxx> each person/<\$xx,xxx> each accident <xxx> <xxx>

(Programming note: This section is hard coded by the quoting platforms. Refer to the below note for when to display hard coded text.)  
(Programming note: Display Deluxe Package Disappearing Deductible below for Actual Cash Value settlement option; for TLR/PP or Agreed Value when the vehicle value is < \$25,000.)

Deluxe Package Disappearing Deductible (Parts 13) included

(Programming note: This section is hard coded by the quoting platforms. Refer to the below notes for when to display hard coded text.)

Included with one or more of the physical damages coverages that you purchased for your vehicle:

(Programming note: Print the below coverages when Collision, Limited Collision, and/or Comprehensive is/are listed.)

Mexico Coverage (Part 16)  
Fire Department Service (Part 15) \$1,000

(Programming note: Print the below coverages when Comprehensive is listed and the criteria for each coverage is met: Emergency Expense when limit is at \$750; Vacation Liability when limit is \$10,000.)

Emergency Expense (Part 10) \$750  
Vacation Liability (Part 19) \$10,000

(Programming note: Print the below coverages when both Collision and Comprehensive or both Limited Collision and Comprehensive are listed and when vehicle has TLR/PP or Agreed Value and the vehicle value is > = \$25,000. Please note: Scheduled Medical Benefits/Vacation Residence is indented an additional two spaces.)

Deluxe Package Disappearing Deductible  
Scheduled Medical Benefits/Vacation Residence (Parts 13 and 20)

Replacement Cost Personal Effects (in Part 17) <\$x,xxx> <\$xxx> <xxx>

Full Timer's Secured Storage Personal Effects (in Part 17) <\$xx,xxx> <\$xxx> <xxx>

...  
Scheduled Personal Effects (in Part 17) <\$xx,xxx> <\$xxx> <xxx>

(Programming note: Display Vacation Liability below when the limit is greater than \$10,000.)

Vacation Liability (Part 19) <\$xx,xxx> <xxx>

(Programming note: Display Scheduled Medical Benefits/Vacation Residence below for Actual Cash Value settlement option, for TLR/PP or Agreed Value when the vehicle value is < \$25,000.)

Scheduled Medical Benefits/Vacation Residence (Part 20) <xxx>

(Programming note: this will print if policy has more than 1 vehicle. The variable represents 1, 2, 3, or 4.)

Total premium for Vehicle <X> \$xx

**Total 12 month policy premium \$xxxxx**

(Programming note: The section below prints when Comprehensive, Collision, or Limited Collision Coverage are listed on the application.)

(Programming note: The paragraph below contains state specific text.)

The vehicle value listed within the Comprehensive, Collision, and/or Limited Collision information above reflects one of the following loss settlement options:

Purchase Price – Applies to the value of Total Loss Replacement/Purchase Price Coverage, this value represents the purchase price of the new vehicle, including all the permanently attached equipment. It can not be reduced while this coverage is in effect on this vehicle and must be increased if more permanently attached equipment is added.

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>

<XXXXX XXXXXXXXXXXXXXXXX>

< XXX XXXXXXXXXXXXXXXXX>

Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

Agreed Value – Applies to the value of Agreed Value Coverage, this represents the supportable value of the vehicle at the time the insurance is purchased. For vehicles purchased within the last two years, support is the purchase documents. For vehicles purchased more than two years ago, support is an appraisal.

(Programming note: The paragraph below contains state specific text.)

Actual Cash Value – Applies to the most economical physical damage option. This value represents the actual cash value of the vehicle today, including all permanently attached equipment. The vehicle's value should be periodically reviewed to ensure it continues to reflect this. In the event of a total loss, this value, which will be displayed on the declarations page, will be compared to the then current actual cash value of the vehicle, less the deductible, and the lower amount will be paid. This is the only loss settlement option available for policies with Limited Collision coverage.

(Programming note: The section below prints when Full Timers Coverage is listed on the application.)

Non-Traveling Primary Residence use is for an insured who uses the vehicle as a primary residence, who either doesn't own or doesn't reside in another dwelling, and who rarely relocates the vehicle to different locations (typically once a season or less).

Traveling Primary Residence use is for an insured who uses the vehicle as a primary residence, who either doesn't own or doesn't reside in another dwelling, and who travels regularly to different locations.

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>  
<XXXXX XXXXXXXXXXXXXXXXX>  
< XXX XXXXXXXXXXXXXXXXX>  
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: This section will always print. )

(Programming note: The text below is state specific and promulgated.)

### Vehicle information

(Salvage Title Vehicles are not eligible for Coverage Parts 7, 8, or 9.)

(Programming note: If more than one vehicle, the below section will repeat for each vehicle. Vehicles will be listed as Vehicle 1, Vehicle 2, Vehicle 3, Vehicle 4)

**Vehicle <X>** (Programming note: X = vehicle number. The variable represents 1, 2, 3, or 4)

#### 2003 Coachmen Classic

VIN: <XXXXXXXXXXXXXXXXXX>

(Programming note: Only the garaging zip code will print below.)

Principal garaging address: <XXXXX>

Primary use of the vehicle: <XXXXX>

Odometer reading: (Programming note: This field will always be blank.)

(Programming note: Registration plate number: If plate number not available, field will display "to be provided". Variable text for Airbag/Passive seat belt and Anti-theft represents Yes/No and the word should print out.)

Registration	Air bag/Passive seat belt	Anti-theft
plate number	(Yes/No)	(Yes/No)

<XXXXXXXX>      <XXXXXX>      <XXX>

(Programming note: The section below prints when a discount applies to the application and only applicable sections print. If only one discount present, heading will read Premium discount.)

### Premium discounts

Policy

<XXXXXXXX-X> (Programming note: Policy number <XXXXXXXX-X> will print if available.) Discount

Driver

<XXXX XXXXXXXXXXXXXXX> Discount

Vehicle

2003 Coachmen Classic Discount

(Programming note: The section below prints when a surcharge applies to the application and only applicable sections print.)

### Additional policy information

Policy

<XXXXXXXX-X> (Programming note: Policy number <XXXXXXXX-X> will print if available.) Surcharge

Driver

<XXXX XXXXXXXXXXXXXXX> Surcharge

Vehicle

2003 Coachmen Classic Surcharge

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>  
<XXXXX XXXXXXXXXXXXXXXXX>  
< XXX XXXXXXXXXXXXXXXXX>  
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

## Driving history

(Programming note: The section below prints when there is a rated driver with a violation or accident.)

(Programming note: The text below is state specific and promulgated.)

If 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 to determine your rate. See "Your Consumer Guide" for additional information.

Please review the following information carefully because driving history is used to determine your rate. All accidents are considered at-fault and chargeable unless we receive additional information from you or another source that proves the accident was not-at-fault. We obtain driving history from the following sources:

- Your application (APP)
- Motor Vehicle Reports - provided by state agencies (MVR)

Driver	Description	Date	Source
<XXXXXX XXXXXXXXXXXXXXXXX>	<XXXXXXXX>	<MMM DD, YYYY>	<XXX>

(Programming note: The section below prints when all drivers have a clean driving record.)

<XXXXX> (Brand company name will print in place of the X's) uses driving history to determine your rate. There are no accidents or violations for drivers on this policy.

(Programming note: The heading below prints when there is a Lienholder only).

## Lienholder information

(Programming note: The heading below prints when there is an Additional Interest only.)

## Additional Interest information

(Programming note: The heading below prints when there is a Lienholder and Additional Interest.)

## Lienholder and Additional Interest information

(Programming note: The sections below prints the names and addresses on file for the Lienholder and Additional Interest.)

.....

Lienholder: LP #1  
<XXX XXXXX XXXX, XX XXXXX>  
2003 Coachmen Classic <XXXXXXXXXXXXXXXXXX>

.....

Additional Interest: ADDITIONAL INTEREST  
<XXX XXXXX XXXX, XX XXXXX>

.....

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>  
<XXXXX XXXXXXXXXXXXXXXXX>  
< XXX XXXXXXXXXXXXXXXXX>  
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The text below all of the bolded headings within this Application agreement section should print directly below the heading.)

## **Application agreement**

### **Verification of content**

I affirm that the statements contained herein are true to the best of my knowledge and belief and do agree to pay any surcharges applicable under the Company rules which are necessitated by inaccurate statements. I understand that this policy may be rescinded and declared void if this application contains any false information or if any information that would alter the Company's exposure is omitted or misrepresented.

### **Notice of information practices**

(Programming note: The paragraph below contains state specific text.)

I understand that to calculate an accurate price for my insurance, the Company may obtain information from third parties, such as consumer reporting agencies that provide driving and claimshistories. The Company or its affiliates may obtain new or updated information to calculate my renewal premium or service my insurance. I may access information about me and correct it if inaccurate. In some cases, the law permits the Company to disclose the information it collects without authorization. However, the Company will not share personal information with nonaffiliated companies for their marketing purposes without consent. Complete details are in the Company's Privacy Policy, which will be provided with this insurance policy and upon request.

### **I affirm that**

If I make my initial payment by electronic funds transfer, check, draft, or other remittance, the coverage afforded under this policy is conditioned on payment to the Company by the financial institution. If the transfer, check, draft, or other remittance is not honored by the financial institution, the Company shall be deemed not to have accepted the payment and this policy shall be void.

If I make my initial payment by credit card, the coverage afforded under this policy is conditioned on payment to the Company by the card issuer. I understand that if the Company is unable to collect my initial payment from the card issuer, the Company shall be deemed not to have accepted the payment and this policy shall be void. I also understand that if I authorize a credit card transaction for any payment other than the initial payment, this policy will be subject to cancellation for nonpayment of premium if the Company is unable to collect payment from the card issuer. The Company is deemed "unable to collect" in the following instances: (1) when I reach my credit limit on my credit card and the card issuer refuses the charge; (2) when the card issuer cancels or revokes my credit card; or (3) when the card issuer does not pay the Company, for any reason whatsoever, upon the Company's request.

(Programming note: The text below is state specific.)

I understand that the maximum limit for Comprehensive, Collision and Limited Collision (if purchased) is the Actual Cash Value of the vehicle at the time of the loss, less the deductible, or the amount displayed on the Coverage Selections Page, whichever is less; unless Total Loss Replacement/Purchase Price or Agreed Value Coverage options are selected, in which case the maximum limits are determined as provided for in the policy contract. The Total Loss Replacement/Purchase Price and Agreed Value Coverage options are not available for policies with Limited Collision.

(Programming note: The text below is state specific.)

The usage level selected at the time of this application and shown in the Outline of coverage section under "Use" reflects my intended use of each recreational vehicle. I understand that I must inform the Company if my usage intentions change.

(Programming note: The text below is state specific.)

I understand that the following uses are unacceptable: vehicles with more than two owners, converted and non-converted school buses, stationary vehicles, vehicles taken to and from work locations, vehicles parked in commercial sites, including construction areas used for any business or commercial use, vehicles leased or rented to others, vehicles located on a consignment lot, or recreational vehicles that are the only vehicle in the household. Vehicles used for racing

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>  
<XXXXX XXXXXXXXXXXXXXXXX>  
< XXX XXXXXXXXXXXXXXXXX>  
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

or speed tests, pickup or delivery of goods, taxi or limousine service, emergency services, or as a public or livery conveyance are also unacceptable. I understand that all operators shall have a valid driver's license and that operators under the age of 16 and those convicted of insurance fraud are unacceptable. Additionally, no vehicle shall be principally garaged in Hawaii, District of Columbia, Canada, Mexico, or Puerto Rico.

I affirm the value selected for the Agreed Value or the Purchase Price reflects an accurate dollar assessment for each recreational vehicle. For an Agreed Value vehicle, I understand that I must provide support to the Company for the Agreed Value amount. If I fail to do this as required by the Company, the vehicle may be changed to reflect either a lower Agreed Value if the support is lower than the original Agreed Value listed, or to have this enhanced physical damage coverage removed if I fail to provide any support. For Total Loss Replacement/Purchase Price policies, I understand that I must increase the Purchase Price reflected if I add any permanently attached equipment.

### Other charges

(Programming note: There is no cancel fee language in MA.)

I agree to pay the installment fees shown on my billing statement that become due during the policy term and each renewal policy term in accordance with the payment plan I have selected. I understand that the amount of these fees may change upon policy renewal or if I change my payment plan. Any change in the amount of installment fees will be reflected on my payment schedule.

I understand that a returned payment fee of <\$XX.XX> will be assessed to the balance due on my policy if any check offered in payment is not honored by my bank or other financial institution. Imposition of such charge shall not deem the Company to have accepted the check unconditionally.

I agree to pay a late fee of <\$XX.XX> during the policy term and each renewal policy term when either the minimum amount due is not paid or payment is postmarked more than <XX> days after the premium due date. The amount of this fee may change upon policy renewal.

(Programming note: The "Applicant signature" heading and the three paragraphs under the heading print for customers who elect to sign their application electronically.)

### Applicant signature

(Programming note: First and last name of primary named insured will display in variable text field.)

(Programming note: State specific text below.)

I represent that I, <XXXXXXXXXXXXXXXX>, am the person identified as the named insured and the first driver in the Drivers and household members section of this application. I acknowledge and agree to the statements contained within this application.

I also acknowledge and agree that by typing my name in the designated boxes on the screen below this form and clicking "Continue", I am electronically signing this application, which will have the same legal effect as the execution of this document by a written signature and shall be valid evidence of my intent and agreement to be bound by its terms.

I understand that my name already appears in the signature line below because I chose to electronically sign this application.

(Programming note: The signature line will appear on all applications.)

(Programming note: Pre-fill name and date for those who elect to sign electronically.)

(Programming note: For Direct, "Not Applicable/Sample Form" will print on the signature line for unsold applications, or in the event the customer fails authentication or fails to e-sign.)

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>

<XXXXX XXXXXXXXXXXXXXXXX>

< XXX XXXXXXXXXXXXXXXXX>

Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

**Signature of named insured**

**Date**

X .....

Form Z030 MA (10/08)

Ways to  
**save**

on your

~~Automobile~~-Motor Home Insurance

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## Important Notice

Remember that this brochure is not meant to be a substitute for reading your Massachusetts [Motor HomeAutomobile](#) Insurance Policy. That policy is your insurance contract. Questions or disputes concerning your [motor homeautomobile](#) insurance will be resolved according to the terms of this policy.

Massachusetts Division of Insurance  
One South Station  
Boston, Massachusetts 02110-2208  
1-617-521-7794  
[www.mass.gov/DOI](http://www.mass.gov/DOI)

## Part I. Shopping for Insurance

Starting April 1, 2008, ~~motor vehicle~~~~automobile~~ insurance companies began setting their own rates. This means that if you request premium quotes for the same coverage from several different companies, you will most likely receive different quotes from each of them. You will then be able to choose the best rate for the coverage you want. The Commissioner of Insurance still reviews a company's rates, but the new system allows companies to compete for your business.

### Will Competition Lower My Premium?

Competition is designed to encourage insurance companies to offer their lowest possible premium to each driver. Although the majority of Massachusetts policyholders will probably benefit from reduced rates under the new system, the amount that you pay will depend on your individual risk factors, such as your driving record, the territory in which you live, and other rating factors approved by the Division of Insurance.

### How Should I Shop For Motor Home~~Auto~~ Insurance?

First you should determine what types of coverage you need, and how much of each type you need. Once you have decided what you need, you should then get premium quotes for that coverage from several companies. You can do this by working with one or more agents and by contacting different insurance companies directly.

For a current list of all insurance companies offering ~~motor home~~~~auto~~ insurance in Massachusetts, please ~~contact~~~~visit~~ the DOI's ~~website at~~ [www.mass.gov/doi](http://www.mass.gov/doi).

### How Should I Decide Where To Purchase My Policy?

Once you have chosen the types and amounts of coverage that you need, you will need to obtain quotes from different insurance companies in order to find the best price. *Make sure the premium quotes you are getting from each company are for the same coverage.* Once you have determined which companies will provide you with the best price for the coverage you need, you may wish to speak with family members, friends and neighbors to learn about their claims experiences. While price is certainly an important factor in deciding which insurance company to choose, it is not the only factor. Price, discounts, claims handling, location, or the company's financial health are all legitimate factors you might consider in buying insurance. Ultimately, you must decide which features are most important to you.

### Can I Pay My Premium in Installments?

Most companies offer installment plans to allow policyholders to spread out their payments. The company typically adds a service fee to policies making use of the installment plan option. If you are assigned to an insurer through the MAIP, you will be offered an installment plan unless you have previously had a policy cancelled for non-payment, or if you have made a payment with a bounced check. For policies written on the voluntary market, installment plans are optional.

### ~~Online Shopping Resources~~

~~If you are unsure about how to start shopping, or if you do not know which companies offer automobile insurance in Massachusetts, you can get information from the Division's Sample Premium website at [www.mass.gov/autorates](http://www.mass.gov/autorates). The premiums you see on this website are NOT premium quotes and are for car/SUV insurance, NOT motor home insurance. They are sample premiums based on sample driver profiles and intended only to be used as examples. The only place you can get an actual premium quote is from a company or an agent.~~

~~The website allows you to review the sample premiums from each company based on a general customer profile. The website also offers you the ability to link directly to a company, or search for an agent in your area to obtain an actual quote based on your detailed profile.~~

## Part II. What is in My Insurance Policy?

### Compulsory Coverage

There are several types of compulsory insurance that you are required to purchase under Massachusetts law. These coverages are:

**Bodily Injury to Others** protects you against legal liability for the accidental injury or death of others (but not your passengers) caused by the operation of your ~~motor home~~~~car~~, but only if the accident occurs in Massachusetts. You will be covered up to a basic limit of \$20,000 per person and \$40,000 per accident.

**Personal Injury Protection (PIP)** pays up to \$8,000 for medical expenses, replacement services and 75% of any lost

wages. PIP will pay these expenses to you or anyone you let drive your **motor home**~~car~~, anyone living in your household, passengers and pedestrians, no matter who causes the accident.

**Bodily Injury Caused by an Uninsured Motor Vehicle**~~Auto~~ protects you, anyone you let drive your **motor home**~~car~~, household members and passengers (unless covered by another Massachusetts policy with similar coverage) against losses caused by an uninsured or unidentified ("hit and run") driver. A minimum limit of \$20,000 per person and \$40,000 per accident is required.

**Property Damage** pays for damage to another person's property when you, a household member or another authorized driver cause an accident. A minimum limit of \$5,000 is required.

## Optional Coverage

Compulsory insurance is the minimum amount of coverage required by state law. Accidents can often result in damage that exceeds these limits. Depending on your individual needs, you may wish to purchase increased limits on these coverages or additional types of coverages such as those listed below. You should consult with an agent or other insurance professional for help in determining what types and how much coverage you need.

Examples of optional coverages that companies may offer are as follows:

- Coverage for bodily injury to others outside of Massachusetts
- Coverage for guest passengers in your **motor home**~~car~~
- Increased limits for bodily injury to others
- Increased limits for bodily injury caused by an uninsured or underinsured **motor vehicle**~~auto~~
- Coverage for medical payments beyond the mandatory PIP coverage
- Collision coverage that pays for damage to your **motor home**~~car~~ no matter who causes the accident.
- Comprehensive coverage that pays for damage to your **motor home**~~car~~ caused by events such as fire, theft or vandalism
- Multiple deductible options for Collision and Comprehensive
- Coverage for **emergency expenses, such as** substitute transportation, **and sometimes temporary living facility and other expenses**, while your **motor home**~~car~~ is being repaired from a collision or comprehensive claim. **Some companies might limit this to claims that arise a certain distance or more from your home.**
- Coverage for towing and labor when your **motor home**~~car~~ breaks down
- Accident forgiveness
- Roadside assistance
- ~~Auto~~ **Loan/lease coverage**
- 
- **Pet coverage**
- **Options by which the insurer pays for total losses a previously-agreed amount, the purchase price of your motor home, or the cost of a new motor home**
- **Disappearing deductibles**
- **Fire department service coverage, which pays charges you agree to pay when the fire department is called to save or protect your motor home**
- **Physical damage coverage in Mexico**
- **Personal effects coverage, which pays for physical damage or theft of scheduled and unscheduled personal property, and personal property in storage**
- **Full timer's package, which provides liability, medical payments, and personal effects coverage to insureds who occupy their motor homes on an extended basis**
- **Vacation liability coverage, which provides liability coverage for accidents at a motor home being used as a temporary residence**
- **Scheduled medical benefits - vacation residence coverage, which pays scheduled amounts for certain serious injuries you sustain while using your motor home as a residence**

### •**Pet coverage**

Each of these coverages is subject to important limitations and exclusions. Agents and companies must inform you in simple language of your coverage options when you apply for a **motor home**~~automobile~~ insurance policy, or at any time upon your request if you already have a policy.

## Mandatory Offer

Insurers and agents must offer you the option of purchasing the following amounts of coverage:

- Bodily injury liability and uninsured motorist coverage up to \$35,000 per person/\$80,000 per accident
- Personal injury protection benefits up to \$8,000 per person/per accident
- Property damage liability up to \$5,000 per accident
- Comprehensive and Collision coverage subject to a deductible of \$500 must be offered unless you have an excessive history of claims
- Medical payments insurance of at least \$5,000

## Part III. How Do I Lower My Premium?

### How is my Premium Calculated?

Massachusetts drivers do have the ability to lower their [motor home~~auto~~](#) insurance premium by shopping around, driving safely, choosing appropriate coverage, and taking advantage of discounts.

To calculate your premium, insurance companies consider your years of driving experience, the number and type of your at-fault accidents, the number and type of your traffic violations, the vehicle you drive and the principal place where you garage that vehicle. Insurance companies may also consider other risk factors if those factors are relevant to risk and approved by the Commissioner.

### Prohibited Underwriting and Rating Factors

Insurance companies may not use certain factors for either underwriting or rating under Massachusetts law. Underwriting is the company's process of deciding whether or not to accept your business and issue you a policy. Rating is the company's process of deciding how much premium to charge you. Insurers cannot use sex, marital status, race, creed, national origin, religion, age (except for safe drivers who are 65 years or older), occupation, income, education, and home ownership in the underwriting or rating process.

Insurers may use the principal place of garaging in determining your rate, but not for underwriting. Insurance companies may not use credit information from consumer reporting agencies for either underwriting or rating.

### Saving Money

#### Coverage Choices

Drivers can often lower their premium by thinking about which optional coverages they really need and the level of coverage that best fits their situation.

#### PIP Coverage

You can save on your premium by excluding yourself, or yourself and household members from some or all of this coverage. You should consider this option if you have a medical and disability income plan. The portion of each claim not covered is called a "deductible."

#### Collision and Comprehensive

If you have a [motor home~~car~~](#) of low dollar value, it may be a wise economic choice not to buy the Collision or Comprehensive coverage unless your lender requires it.

#### Medical Payments

You should consider carefully your choice to purchase medical payments insurance if you already have health insurance. Your medical payments insurance may not be necessary if you have health insurance.

#### Substitute Transportation or Emergency Expense

If you can afford to take a cab or rent a [vehicle~~car~~](#) when your [motor home~~car~~](#) is in the shop for collision repairs, you may not need Substitute Transportation or Emergency Expense coverage. [Some insurers might also cover temporary living facilities and other expenses, so you might consider your ability to pay for these expenses too.](#)

#### Towing & Labor or Roadside Assistance

If you belong to a Motor Club, you probably do not need this coverage since many Motor Clubs' services include towing and labor.

### Selecting Your Deductible

Your deductible will be set at \$500 unless you select a different amount. You can always save on your premium by choosing a larger deductible where one is offered. In determining the right deductible for you, decide how much you can afford to pay out of your own pocket in the event of an accident or loss in which you are at fault, or the other driver is unidentified.

## Individual Discounts

Insurance companies offer a variety of ways to reduce your premium. While there are some discounts that are required by law - such as discounts for drivers who are 65 years or older - companies may have other savings tied to driver-training, multiple vehicles on the same policy or other factors that reduce either the risk or extent of injuries or damage. The amount of these savings may vary somewhat from company to company. When shopping for your new policy, be sure to find out what factors may reduce your premium for each company.

## Group Marketing Programs

In recent years, many insurers have been offering reduced rates to members of certain groups. In addition, many group plans do not charge interest or require an initial deposit.

Groups can be sponsored by an employer, civic organization, motor club, association, trade union, credit union, etc. You may want to check with agents of several different insurers to learn which groups the insurer has been approved to offer discounts to and the size of the discounts. Any member of an approved group is eligible for the group savings.

## Part IV. My Driving Record

### Driving Safely Can Reduce Your Premium

Now that competition has arrived in Massachusetts, each company will calculate premiums differently. Your driving record will always be a significant factor in determining how much you will pay. Driving safely and maintaining a clean driving record will almost certainly reduce your motor home automobile insurance premium regardless of what company you choose.

### What is a Merit Rating Plan?

Under the new competitive market system, companies are free to create their own rules - known as Merit Rating Plans - to determine how your driving record will affect your premium. These plans lower your premium based on years of incident-free driving, or raise your premium based on at-fault accidents and traffic violations.

An insurance company's Merit Rating Plan shall not:

- Use any at-fault accident or traffic violation that is greater than 6 years old from the policy effective date, or
- Increase premium for at-fault accidents or traffic violations for more than 5 years.

For more information on individual insurance company Merit Rating Plans, contact the insurance company or insurance agent directly.

### Appealing At-Fault Accidents on Your Record

Insurers are required to determine if a driver is more than 50% at fault for an accident by applying specific standards of fault. These standards are common accident types under which you are presumed to be at fault. For example, drivers are presumed to be more than 50% at fault when operating a vehicle that collides with the rear section of another vehicle.

If your company determines that you are at fault for an accident, it will send you a Surcharge Notice. This notice includes instructions for appealing the surcharge to the Board of Appeals at the Division of Insurance.

If you receive a Surcharge Notice naming the wrong operator, call your insurance company. Your insurer will rescind the incorrect notice and reissue the notice to the correct operator.

If you believe that you were not more than 50% responsible for causing the accident, follow the instructions on the Surcharge Notice to appeal the surcharge to the Board of Appeals. There is a \$50 fee to file this appeal. You must file your appeal within 30 days from receiving your Surcharge Notice; otherwise, you may lose your right to appeal.

If a surcharge is applied to your motor home automobile insurance premium, you must pay the additional premium while your appeal is pending or your policy will be cancelled. If you win your appeal, you will receive a refund or credit from your insurer for any increased premium you paid as a result of the surcharge. For specific details about the at-fault accident appeal process, contact the Division of Insurance Board of Appeals at 617-521-7478 or visit our website at [www.mass.gov/doi](http://www.mass.gov/doi).

### Appealing Traffic Violations

If you receive a traffic ticket - known as a civil traffic citation - that increases your premium, you can challenge the ticket in court. The rules for contesting the ticket will be found on the back of the ticket. Typically, you will have a hearing before a clerk-magistrate or judge. If the court finds in your favor, you will not be surcharged for the violation.

For more information on appealing civil traffic citations, please visit the Merit Rating Board's website at [www.mass.gov/mrb](http://www.mass.gov/mrb).

## Merit Rating Board and Copies of Your Driving Record

You may obtain an official copy of your driving history record from the Merit Rating Board (MRB). The MRB is the state agency that maintains driving history records. The MRB receives and maintains information from insurance companies, police departments, and Massachusetts courts regarding at-fault accidents and motor vehicle traffic violations. You can receive a copy of your driving record by submitting a completed "Request for Detailed Driving History Record" form to the MRB. There is a \$15 fee to process your request. You can learn more about the MRB by visiting their website at [www.mass.gov/mrb](http://www.mass.gov/mrb) or you can call 617-351-4400.

## Part V. My Consumer Rights

### You have the right to seek the lowest prices available for motor home~~automobile~~ insurance

Now that competition has arrived in Massachusetts, you can shop for the best motor home~~automobile~~ insurance rates available. The Division of Insurance encourages you to shop aggressively for the best rates for the products that fit your needs. Premium calculations vary by company depending on the types of traffic violations, accidents, and other criteria they consider. Even if you have recently been involved in an accident or received a traffic ticket, it still pays to shop because some companies may judge some types of incidents differently.

### You cannot be denied motor home~~automobile~~ insurance for unfairly discriminatory reasons

Massachusetts insurers may not deny you motor home~~automobile~~ insurance based on your gender, race, creed, national origin, marital status, religion, age, occupation, income, principal place of garaging your motor home~~car~~, education or homeownership.

### You cannot be denied motor home~~automobile~~ insurance based on your credit history

Companies may not deny you motor home~~automobile~~ insurance based on any credit information contained in a consumer report that is obtained from a credit reporting agency.

### You have the right to know the basis for a company's denial of your application for insurance

Insurance companies can refuse to offer you coverage based on non-discriminatory grounds, but they must identify the reasons for their denial. If you believe an insurer's refusal is unlawful, you should file a written complaint to the Division of Insurance.

### You have the right to coverage even if an insurer declines to give you a policy

If you cannot find an insurance company willing to issue a policy, you may obtain coverage through the Massachusetts Automobile Insurance Plan (MAIP). An insurance agent can help you apply for coverage through the MAIP. The MAIP will assign you to an insurance company that will provide insurance to you for up to three years.

### You have the right to select certain insurance policy periods

The majority of motor home~~automobile~~ insurance companies offer policies for one-year periods. Some insurance companies also offer policies for six-month periods, or for periods up to two years. You can take advantage of these options if they are offered to you. However, every insurance company that agrees to offer you a policy must provide a policy with a one-year term if you ask for it. When you compare premium quotes from different companies, be sure to compare policy periods that are identical.

### You have the right to have coverage under your motor home~~automobile~~ insurance policy regardless of who is driving your motor home~~car~~ provided you gave your consent to the driver

In most cases, your policy covers any accident involving your motor home~~car~~ even when it is driven by someone else with your permission. Your policy will not cover bodily injuries or property damage resulting from an accident when someone drives your motor home~~car~~ without your consent. If your motor home~~car~~ is stolen, comprehensive coverage will pay to repair any damage to your motor home~~car~~ if recovered, or its actual cash value at the time it was stolen. Some companies may sell coverage that pays a previously-agreed amount, the purchase price of your motor home, or the cost of a new motor home if there is a total loss to your motor home. If someone else regularly uses your motor home~~car~~, they must be listed on your policy.

### You have the right to travel and have your coverage follow you

Your policy's bodily injury protection (part 1) only applies to accidents that occur in Massachusetts. In order to have bodily injury coverage outside of Massachusetts, you must purchase the optional part 5. Part 5 coverage - including bodily injury coverage - follows you everywhere in the U.S. and Canada.

### **You have the right to an explanation of how your driving history record affects your premium**

All companies use driving history when calculating premiums. The Division of Insurance's regulation does not permit companies to calculate a premium based on an accident or traffic violation that is more than six years old.

### **You have the right to cancel your policy at any time**

You can shop for a cheaper or different ~~motor home~~ ~~automobile~~ insurance policy at any time - not just when your policy is up for renewal. If you find a better price or a company that offers additional coverages that you wish to purchase, you can cancel your old policy and seek a refund of your unused premium. Be aware that if you cancel a policy before it expires, your prior company may charge you a penalty.

### **You have the right to change your coverages and policy limits at any time**

You have the right to change your coverages and policy limits at any time, even if your policy is not up for renewal. If you select lower policy limits or cancel non-mandatory coverages, you have a right to a refund of your unused premium.

### **You have the right to the prompt and fair handling of claims**

You may ask about any payments made to others by your company and charged to your policy. If you file a claim with your company, it should be handled promptly and fairly. If your claim is denied, the company must provide you with a written explanation for the denial.

### **If you are in an accident and your insurance company finds that you are "at fault," you have a right to an appeal before the Board of Appeals**

Your insurance company must notify you that it has made a decision that you were more than 50% "at fault" in a ~~motor home~~ ~~automobile~~ accident. If you believe that you were not more than 50% responsible for causing the accident, follow the instructions on the Surcharge Notice to appeal the surcharge to the Board of Appeals. There is a \$50 fee to file this appeal. You must file your appeal within 30 days from receiving your Surcharge Notice; otherwise, you may lose your right to appeal.

### **You have the right to a notice of cancellation**

An insurance company may cancel your policy before its expiration date under very limited circumstances. The company must give you at least 20 days written notice before canceling your policy. The notice must specify the reason for the cancellation. If you receive a cancellation notice for non-payment of premium, you have until the date that the cancellation is to take effect in which to pay the premium and avoid cancellation.

### **You have the right to appeal a cancellation of insurance**

If a ~~motor home~~ ~~automobile~~ insurance company cancels your insurance, you can file an appeal with the Board of Appeals. You should start shopping for insurance coverage from another insurance company immediately, even if you have not had your appeal hearing, so that you are not left without insurance coverage. You should never drive your ~~motor home~~ ~~car~~ without insurance.

### **You have the right to a notice of non-renewal**

An insurance company can decline to renew your coverage for several different reasons. The company must issue a non-renewal notice directly to you or to your agent at least 45 days prior to the expiration of your policy. The notice must specify the insurance company's reason for non-renewing your policy.

### **You have the right to keep private the personal information you give to your agent and insurance company**

Insurance companies and agents are required by law to have procedures in place that protect the privacy of your information. Your insurance company must provide you with a notice of these procedures. Also, insurance companies and agents are required by law to protect your personal information from identity theft, and provide you with specific instructions should a security breach occur.

### **You have the right to file a complaint with the Division of Insurance**

We are here for you. The Division of Insurance is always available to help you with questions or complaints about all types of insurance policies, insurance companies and agents. You can talk to a consumer service representative by

calling the Division's consumer hotline at 617-521-7794.

## Part VI. Accidents, Claims & Fraud

### Everyone Pays for Insurance Fraud

Motor vehicle~~Auto~~ insurance fraud is not a victimless crime. We can all do our part to hold down costs by reporting suspected fraud and being part of the solution. Insurance fraud is a crime punishable by up to five years in state prison and a \$10,000 fine.

When you are involved in a ~~motor home~~~~n-automobile~~ accident, you rely on your ~~motor home~~~~auto~~ insurer to handle your claim properly, fairly, and with as little inconvenience to you as possible. As a policyholder, you can ensure the efficiency of claims processing by doing your part to assist insurers in providing accurate information when the policy is issued, and in the fact-gathering process that follows a ~~motor home~~~~n-automobile~~ accident. If you give false information to your insurer - such as who customarily ~~operates~~ ~~drives~~ your ~~motor home~~~~car~~ - your claim may be denied.

### Buying a Policy

The single most important thing you can do to protect yourself from a claim denial is to check that all of the information you provide your insurance company is complete and accurate.

You must indicate where your ~~motor home~~~~car~~ is garaged most of the time, regardless of your listed address. Furthermore, you must also list all the licensed drivers who are likely to operate your vehicle. This includes people who live with you (family and roommates) who do not have their own ~~motor home~~~~auto~~ insurance, and also people who use your ~~motor home~~~~car~~ on any kind of regular basis.

### After an Accident

Three simple steps can make a real difference in collecting all of the relevant information in the event of an accident:

- 1) Keep the following items in your glove compartment - a disposable camera, a first aid kit, a tape measure, and blank police reports or accident diagrams.
- 2) Note all participants and witnesses at the scene including their name, address, contact information, and insurers regardless of whether or not anyone was injured.
- 3) File reports with the local police and your insurer promptly after the accident.

These easy steps will allow you to make a contribution to limiting the cost of fraud to all insurers, and thereby hold down rates for all consumers. In addition, you will be far more likely to be satisfied with the handling of your claim.

If you suspect fraudulent conduct on the part of anyone involved in a motor vehicle accident or insurance claim, please call the Insurance Fraud Bureau hotline at 1-800-32-FRAUD. Another number to remember is the Governor's Auto Theft Strike Force Hotline at 1-800-HOT-AUTO when you have information about a ~~motor vehicle~~~~n-auto~~ theft. You will be able to speak confidentially with an investigator about your suspicions.

## Part VII. Things to Remember

### Pre-Insurance Inspection

Insurers can require a Pre-Insurance inspection of a used private passenger motor vehicles prior to providing coverage for Collision, Limited Collision or Comprehensive. The inspection may be deferred for ten calendar days - not including legal holidays and Sundays. If your ~~motor home~~~~auto~~ is not inspected within the required time, these coverages will be automatically suspended.

### Cancelling Your Policy

If you cancel your insurance policy, no refund will be issued until your insurance company receives a receipt showing the license plates have been returned to the Registry of Motor Vehicles or notice that your coverage has been transferred to another carrier.

### Newly Licensed Drivers

If any of your children who are household members obtain a driver's license, ~~some insurers might require~~ you ~~to~~ ~~must~~ notify ~~them~~~~your company~~ within 60 days of that date. You ~~might be required to~~ ~~must~~ list all licensed household members and any other licensed person who will customarily operate your ~~motor home~~~~auto~~.

### Cooperate with Your Insurance Company

If you or someone on your behalf gives your insurance company false, deceptive, misleading, or incomplete information concerning the description and place of garaging of your ~~motor home~~~~car~~, or the names of those people who drive your ~~motor home~~~~car~~, your insurer may refuse to pay your claims under any or all of the Optional Insurance Parts of your

policy.

## For More Information

If you visit the Division of Insurance's website at [www.mass.gov/doi](http://www.mass.gov/doi), you will find an array of materials that can help you understand [motor home](#)~~automobile~~ insurance in Massachusetts. Go there to learn more about:

- Shopping Around for ~~Automobile~~-Insurance
- Consumer Rights in ~~Automobile~~-Insurance
- Learn More About the Massachusetts Automobile Insurance Plan (MAIP)
- Insurance and Your Rental Car.



# WAYS TO SAVE

## ON YOUR MOTOR HOME INSURANCE

### IMPORTANT NOTICE

Remember that this brochure is not meant to be a substitute for reading your Massachusetts Motor Home Insurance Policy. That policy is your insurance contract. Questions or disputes concerning your motor home insurance will be resolved according to the terms of this policy.

MASSACHUSETTS DIVISION OF INSURANCE  
ONE SOUTH STATION  
BOSTON, MASSACHUSETTS 02110-2208  
1-617-521-7794  
[WWW.MASS.GOV/DOI](http://WWW.MASS.GOV/DOI)



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## **PART I. SHOPPING FOR INSURANCE**

Starting April 1, 2008, motor vehicle insurance companies began setting their own rates. This means that if you request premium quotes for the same coverage from several different companies, you will most likely receive different quotes from each of them. You will then be able to choose the best rate for the coverage you want. The Commissioner of Insurance still reviews a company's rates, but the new system allows companies to compete for your business.

### **WILL COMPETITION LOWER MY PREMIUM?**

Competition is designed to encourage insurance companies to offer their lowest possible premium to each driver. Although the majority of Massachusetts policyholders will probably benefit from reduced rates under the new system, the amount that you pay will depend on your individual risk factors, such as your driving record, the territory in which you live, and other rating factors approved by the Division of Insurance.

### **HOW SHOULD I SHOP FOR MOTOR HOME INSURANCE?**

First you should determine what types of coverage you need, and how much of each type you need. Once you have decided what you need, you should then get premium quotes for that coverage from several companies. You can do this by working with one or more agents and by contacting different insurance companies directly.

For a current list of all insurance companies offering motor home insurance in Massachusetts, please contact the DOI.

### **HOW SHOULD I DECIDE WHERE TO PURCHASE MY POLICY?**

Once you have chosen the types and amounts of coverage that you need, you will need to obtain quotes from different insurance companies in order to find the best price. *Make sure the premium quotes you are getting from each company are for the same coverage.* Once you have determined which companies will provide you with the best price for the coverage you need, you may wish to speak with family members, friends and neighbors to learn about their claims experiences. While price is certainly an important factor in deciding which insurance company to choose, it is not the only factor. Price, discounts, claims handling, location, or the company's financial health are all legitimate factors you might consider in buying insurance. Ultimately, you must decide which features are most important to you.

### **CAN I PAY MY PREMIUM IN INSTALLMENTS?**

Most companies offer installment plans to allow policyholders to spread out their payments. The company typically adds a service fee to policies making use of the

installment plan option. If you are assigned to an insurer through the MAIP, you will be offered an installment plan unless you have previously had a policy cancelled for non-payment, or if you have made a payment with a bounced check. For policies written on the voluntary market, installment plans are optional.

## **PART II. WHAT IS IN MY INSURANCE POLICY?**

### **COMPULSORY COVERAGE**

There are several types of compulsory insurance that you are required to purchase under Massachusetts law. These coverages are:

**Bodily Injury to Others** protects you against legal liability for the accidental injury or death of others (but not your passengers) caused by the operation of your motor home, but only if the accident occurs in Massachusetts. You will be covered up to a basic limit of \$20,000 per person and \$40,000 per accident.

**Personal Injury Protection (PIP)** pays up to \$8,000 for medical expenses, replacement services and 75% of any lost wages. PIP will pay these expenses to you or anyone you let drive your motor home, anyone living in your household, passengers and pedestrians, no matter who causes the accident.

**Bodily Injury Caused by an Uninsured Motor Vehicle** protects you, anyone you let drive your motor home, household members and passengers (unless covered by another Massachusetts policy with similar coverage) against losses caused by an uninsured or unidentified ("hit and run") driver. A minimum limit of \$20,000 per person and \$40,000 per accident is required.

**Property Damage** pays for damage to another person's property when you, a household member or another authorized driver cause an accident. A minimum limit of \$5,000 is required.

### **OPTIONAL COVERAGE**

Compulsory insurance is the minimum amount of coverage required by state law. Accidents can often result in damage that exceeds these limits. Depending on your individual needs, you may wish to purchase increased limits on these coverages or additional types of coverages such as those listed below. You should consult with an agent or other insurance professional for help in determining what types and how much coverage you need.

Examples of optional coverages that companies may offer are as follows:

- Coverage for bodily injury to others outside of Massachusetts
- Coverage for guest passengers in your motor home
- Increased limits for bodily injury to others
- Increased limits for bodily injury caused by an uninsured or underinsured motor vehicle

- Coverage for medical payments beyond the mandatory PIP coverage
- Collision coverage that pays for damage to your motor home no matter who causes the accident
- Comprehensive coverage that pays for damage to your motor home caused by events such as fire, theft or vandalism
- Multiple deductible options for Collision and Comprehensive
- Coverage for emergency expenses, such as substitute transportation, and sometimes temporary living facility and other expenses, while your motor home is being repaired from a collision or comprehensive claim. Some companies might limit this to claims that arise a certain distance or more from your home.
- Coverage for towing and labor when your motor home breaks down
- Accident forgiveness
- Roadside assistance
- Loan/lease coverage
- Pet coverage
- Options by which the insurer pays for total losses a previously-agreed amount, the purchase price of your motor home, or the cost of a new motor home
- Disappearing deductibles
- Fire department service coverage, which pays charges you agree to pay when the fire department is called to save or protect your motor home
- Physical damage coverage in Mexico
- Personal effects coverage, which pays for physical damage or theft of scheduled and unscheduled personal property, and personal property in storage
- Full timer's package, which provides liability, medical payments, and personal effects coverage to insureds who occupy their motor homes on an extended basis
- Vacation liability coverage, which provides liability coverage for accidents at a motor home being used as a temporary residence
- Scheduled medical benefits – vacation residence coverage, which pays scheduled amounts for certain serious injuries you sustain while using your motor home as a residence

Each of these coverages is subject to important limitations and exclusions. Agents and companies must inform you in simple language of your coverage options when you apply for a motor home insurance policy, or at any time upon your request if you already have a policy.

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To calculate your premium, insurance companies consider your years of driving experience, the number and type of your at-fault accidents, the number and type of your traffic violations, the vehicle you drive and the principal place where you garage that vehicle. Insurance companies may also consider other risk factors if those factors are relevant to risk and approved by the Commissioner.

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Insurers may use the principal place of garaging in determining your rate, but not for underwriting. Insurance companies may not use credit information from consumer reporting agencies for either underwriting or rating.

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Drivers can often lower their premium by thinking about which optional coverages they really need and the level of coverage that best fits their situation.

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If you have a motor home of low dollar value, it may be a wise economic choice not to buy the Collision or Comprehensive coverage unless your lender requires it.

### **Medical Payments**

You should consider carefully your choice to purchase medical payments insurance if you already have health insurance. Your medical payments insurance may not be necessary if you have health insurance.

### **Substitute Transportation or Emergency Expense**

If you can afford to take a cab or rent a vehicle when your motor home is in the shop for collision repairs, you may not need Substitute Transportation or Emergency Expense coverage. Some insurers might also cover temporary living facilities and other expenses, so you might consider your ability to pay for these expenses too.

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Groups can be sponsored by an employer, civic organization, motor club, association, trade union, credit union, etc. You may want to check with agents of several different insurers to learn which groups the insurer has been approved to offer discounts to and the size of the discounts. Any member of an approved group is eligible for the group savings.

## **PART IV. MY DRIVING RECORD**

### **DRIVING SAFELY CAN REDUCE YOUR PREMIUM**

Now that competition has arrived in Massachusetts, each company will calculate premiums differently. Your driving record will always be a significant factor in determining how much you will pay. Driving safely and maintaining a clean driving record will almost certainly reduce your motor home insurance premium regardless of what company you choose.

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Under the new competitive market system, companies are free to create their own rules – known as Merit Rating Plans – to determine how your driving record will affect your premium. These plans lower your premium based on years of incident-free driving, or raise your premium based on at-fault accidents and traffic violations.

An insurance company's Merit Rating Plan shall not:

- Use any at-fault accident or traffic violation that is greater than 6 years old from the policy effective date, or
- Increase premium for at-fault accidents or traffic violations for more than 5 years.

For more information on individual insurance company Merit Rating Plans, contact the insurance company or insurance agent directly.

### **APPEALING AT-FAULT ACCIDENTS ON YOUR RECORD**

Insurers are required to determine if a driver is more than 50% at fault for an accident by applying specific standards of fault. These standards are common accident types under which you are presumed to be at fault. For example, drivers are presumed to be more than 50% at fault when operating a vehicle that collides with the rear section of another vehicle.

If your company determines that you are at fault for an accident, it will send you a Surcharge Notice. This notice includes instructions for appealing the surcharge to the Board of Appeals at the Division of Insurance.

If you receive a Surcharge Notice naming the wrong operator, call your insurer-

ance company. Your insurer will rescind the incorrect notice and reissue the notice to the correct operator.

If you believe that you were not more than 50% responsible for causing the accident, follow the instructions on the Surcharge Notice to appeal the surcharge to the Board of Appeals. There is a \$50 fee to file this appeal. You must file your appeal within 30 days from receiving your Surcharge Notice; otherwise, you may lose your right to appeal.

If a surcharge is applied to your motor home insurance premium, you must pay the additional premium while your appeal is pending or your policy will be cancelled. If you win your appeal, you will receive a refund or credit from your insurer for any increased premium you paid as a result of the surcharge. For specific details about the at-fault accident appeal process, contact the Division of Insurance Board of Appeals at **617-521-7478** or visit our website at ***www.mass.gov/doi***.

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Now that competition has arrived in Massachusetts, you can shop for the best motor home insurance rates available. The Division of Insurance en-

courages you to shop aggressively for the best rates for the products that fit your needs. Premium calculations vary by company depending on the types of traffic violations, accidents, and other criteria they consider. Even if you have recently been involved in an accident or received a traffic ticket, it still pays to shop because some companies may judge some types of incidents differently.

## **YOU CANNOT BE DENIED MOTOR HOME INSURANCE FOR UNFAIRLY DISCRIMINATORY REASONS**

Massachusetts insurers may not deny you motor home insurance based on your gender, race, creed, national origin, marital status, religion, age, occupation, income, principal place of garaging your motor home, education or home-ownership.

## **YOU CANNOT BE DENIED MOTOR HOME INSURANCE BASED ON YOUR CREDIT HISTORY**

Companies may not deny you motor home insurance based on any credit information contained in a consumer report that is obtained from a credit reporting agency.

## **YOU HAVE THE RIGHT TO KNOW THE BASIS FOR A COMPANY'S DENIAL OF YOUR APPLICATION FOR INSURANCE**

Insurance companies can refuse to offer you coverage based on non-discriminatory grounds, but they must identify the reasons for their denial. If you believe an insurer's refusal is unlawful, you should file a written complaint to the Division of Insurance.

## **YOU HAVE THE RIGHT TO COVERAGE EVEN IF AN INSURER DECLINES TO GIVE YOU A POLICY**

If you cannot find an insurance company willing to issue a policy, you may obtain coverage through the Massachusetts Automobile Insurance Plan (MAIP). An insurance agent can help you apply for coverage through the MAIP. The MAIP will assign you to an insurance company that will provide insurance to you for up to three years.

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The majority of motor home insurance companies offer policies for one-year periods. Some insurance companies also offer policies for six-month periods, or for periods up to two years. You can take advantage of these options if they are offered to you. However, every insurance company that agrees to

offer you a policy must provide a policy with a one-year term if you ask for it. When you compare premium quotes from different companies, be sure to compare policy periods that are identical.

## **YOU HAVE THE RIGHT TO HAVE COVERAGE UNDER YOUR MOTOR HOME INSURANCE POLICY REGARDLESS OF WHO IS DRIVING YOUR MOTOR HOME PROVIDED YOU GAVE YOUR CONSENT TO THE DRIVER**

In most cases, your policy covers any accident involving your motor home even when it is driven by someone else with your permission. Your policy will not cover bodily injuries or property damage resulting from an accident when someone drives your motor home without your consent. If your motor home is stolen, comprehensive coverage will pay to repair any damage to your motor home if recovered, or its actual cash value at the time it was stolen. Some companies may sell coverage that pays a previously-agreed amount, the purchase price of your motor home, or the cost of a new motor home if there is a total loss to your motor home. If someone else regularly uses your motor home, they must be listed on your policy.

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Your policy's bodily injury protection (Part 1) only applies to accidents that occur in Massachusetts. In order to have bodily injury coverage outside of Massachusetts, you must purchase the optional Part 5. Part 5 coverage – including bodily injury coverage – follows you everywhere in the U.S. and Canada.

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You can shop for a cheaper or different motor home insurance policy at any time – not just when your policy is up for renewal. If you find a better price or a company that offers additional coverages that you wish to purchase, you can cancel your old policy and seek a refund of your unused premium. Be aware that if you cancel a policy before it expires, your prior company may charge you a penalty.

## **YOU HAVE THE RIGHT TO CHANGE YOUR COVERAGES AND POLICY LIMITS AT ANY TIME**

You have the right to change your coverages and policy limits at any time, even if your policy is not up for renewal. If you select lower policy limits or cancel non-mandatory coverages, you have a right to a refund of your unused premium.

## **YOU HAVE THE RIGHT TO THE PROMPT AND FAIR HANDLING OF CLAIMS**

You may ask about any payments made to others by your company and charged to your policy. If you file a claim with your company, it should be handled promptly and fairly. If your claim is denied, the company must provide you with a written explanation for the denial.

## **IF YOU ARE IN AN ACCIDENT AND YOUR INSURANCE COMPANY FINDS THAT YOU ARE “AT FAULT,” YOU HAVE A RIGHT TO AN APPEAL BEFORE THE BOARD OF APPEALS**

Your insurance company must notify you that it has made a decision that you were more than 50% “at fault” in a motor home accident. If you believe that you were not more than 50% responsible for causing the accident, follow the instructions on the Surcharge Notice to appeal the surcharge to the Board of Appeals. There is a \$50 fee to file this appeal. You must file your appeal within 30 days from receiving your Surcharge Notice; otherwise, you may lose your right to appeal.

## **YOU HAVE THE RIGHT TO A NOTICE OF CANCELLATION**

An insurance company may cancel your policy before its expiration date under very limited circumstances. The company must give you at least 20 days written notice before canceling your policy. The notice must specify the reason for the cancellation. If you receive a cancellation notice for non-payment of premium, you have until the date that the cancellation is to take effect in which to pay the premium and avoid cancellation.

## **YOU HAVE THE RIGHT TO APPEAL A CANCELLATION OF INSURANCE**

If a motor home insurance company cancels your insurance, you can file an appeal with the Board of Appeals. You should start shopping for insurance coverage from another insurance company immediately, even if you have not had your appeal hearing, so that you are not left without insurance coverage. You should never drive your motor home without insurance.

## **YOU HAVE THE RIGHT TO A NOTICE OF NON-RENEWAL**

An insurance company can decline to renew your coverage for several different reasons. The company must issue a non-renewal notice directly to you or to your agent at least 45 days prior to the expiration of your policy. The notice must specify the insurance company's reason for non-renewing your policy.

## **YOU HAVE THE RIGHT TO KEEP PRIVATE THE PERSONAL INFORMATION YOU GIVE TO YOUR AGENT AND INSURANCE COMPANY**

Insurance companies and agents are required by law to have procedures in place that protect the privacy of your information. Your insurance company must provide you with a notice of these procedures. Also, insurance companies and agents are required by law to protect your personal information from identity theft, and provide you with specific instructions should a security breach occur.

## **YOU HAVE THE RIGHT TO FILE A COMPLAINT WITH THE DIVISION OF INSURANCE**

We are here for you. The Division of Insurance is always available to help you with questions or complaints about all types of insurance policies, insurance companies and agents. You can talk to a consumer service representative by calling the Division's consumer hotline at 617-521-7794.

## **PART VI. ACCIDENTS, CLAIMS & FRAUD**

### **EVERYONE PAYS FOR INSURANCE FRAUD**

Motor vehicle insurance fraud is not a victimless crime. We can all do our part to hold down costs by reporting suspected fraud and being part of the solution. Insurance fraud is a crime punishable by up to five years in state prison and a \$10,000 fine.

When you are involved in a motor home accident, you rely on your motor home insurer to handle your claim properly, fairly, and with as little inconvenience to you as possible. As a policyholder, you can ensure the efficiency of claims processing by doing your part to assist insurers in providing accurate information when the policy is issued, and in the fact-gathering process that follows a motor home accident. If you give false information to your insurer – such as who customarily operates your motor home – your claim may be denied.

## **BUYING A POLICY**

The single most important thing you can do to protect yourself from a claim denial is to check that all of the information you provide your insurance company is complete and accurate.

You must indicate where your motor home is garaged most of the time, regardless of your listed address. Furthermore, you must also list all the licensed drivers who are likely to operate your vehicle. This includes people who live with you (family and roommates) who do not have their own motor home insurance, and also people who use your motor home on any kind of regular basis.

## **AFTER AN ACCIDENT**

Three simple steps can make a real difference in collecting all of the relevant information in the event of an accident:

- 1) Keep the following items in your glove compartment – a disposable camera, a first-aid kit, a tape measure, and blank police reports or accident diagrams.
- 2) Note all participants and witnesses at the scene including their name, address, contact information, and insurers regardless of whether or not anyone was injured.
- 3) File reports with the local police and your insurer promptly after the accident.

These easy steps will allow you to make a contribution to limiting the cost of fraud to all insurers, and thereby hold down rates for all consumers. In addition, you will be far more likely to be satisfied with the handling of your claim.

If you suspect fraudulent conduct on the part of anyone involved in a motor vehicle accident or insurance claim, please call the Insurance Fraud Bureau hotline at 1-800-32-FRAUD. Another number to remember is the Governor's Auto Theft Strike Force Hotline at 1-800-HOT-AUTO when you have information about a motor vehicle theft. You will be able to speak confidentially with an investigator about your suspicions.

## **PART VII. THINGS TO REMEMBER**

### **PRE-INSURANCE INSPECTION**

Insurers can require a Pre-Insurance inspection of a used private passenger motor vehicle prior to providing coverage for Collision, Limited Collision or Comprehensive. The inspection may be deferred for ten calendar days – not including legal holidays and Sundays. If your motor home is not inspected within the required time, these coverages will be automatically suspended.

## **CANCELLING YOUR POLICY**

If you cancel your insurance policy, no refund will be issued until your insurance company receives a receipt showing the license plates have been returned to the Registry of Motor Vehicles or notice that your coverage has been transferred to another carrier.

## **NEWLY LICENSED DRIVERS**

If any of your children who are household members obtain a driver's license, some insurers might require you to notify them within 60 days of that date. You might be required to list all licensed household members and any other licensed person who will customarily operate your motor home.

## **COOPERATE WITH YOUR INSURANCE COMPANY**

If you or someone on your behalf gives your insurance company false, deceptive, misleading, or incomplete information concerning the description and place of garaging of your motor home, or the names of those people who drive your motor home, your insurer may refuse to pay your claims under any or all of the Optional Insurance Parts of your policy.

## **FOR MORE INFORMATION**

If you visit the Division of Insurance's website at ***www.mass.gov/doi***, you will find an array of materials that can help you understand motor home insurance in Massachusetts. Go there to learn more about:

- Shopping Around for Insurance
- Consumer Rights in Insurance
- Learn More About the Massachusetts Automobile Insurance Plan (MAIP)
- Insurance and Your Rental Car.







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\*Z739 MA 1209\*





# WAYS TO SAVE ON YOUR MOTORCYCLE INSURANCE

## IMPORTANT NOTICE

Remember that this brochure is not meant to be a substitute for reading your Massachusetts Motorcycle Insurance Policy. That policy is your insurance contract. Questions or disputes concerning your motorcycle insurance will be resolved according to the terms of this policy.

This Guide is not intended to apply to off-road vehicles. Different or no requirements might apply to off-road vehicles.

MASSACHUSETTS DIVISION OF INSURANCE  
ONE SOUTH STATION  
BOSTON, MASSACHUSETTS 02110-2208  
1-617-521-7794  
[WWW.MASS.GOV/DOI](http://WWW.MASS.GOV/DOI)



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## **PART I. SHOPPING FOR INSURANCE**

Starting April 1, 2008, motor vehicle insurance companies began setting their own rates. This means that if you request premium quotes for the same coverage from several different companies, you will most likely receive different quotes from each of them. You will then be able to choose the best rate for the coverage you want. The Commissioner of Insurance still reviews a company's rates, but the new system allows companies to compete for your business.

### **WILL COMPETITION LOWER MY PREMIUM?**

Competition is designed to encourage insurance companies to offer their lowest possible premium to each driver. Although the majority of Massachusetts policyholders will probably benefit from reduced rates under the new system, the amount that you pay will depend on your individual risk factors, such as your driving record, the territory in which you live, and other rating factors approved by the Division of Insurance.

### **HOW SHOULD I SHOP FOR MOTORCYCLE INSURANCE?**

First you should determine what types of coverage you need, and how much of each type you need. Once you have decided what you need, you should then get premium quotes for that coverage from several companies. You can do this by working with one or more agents and by contacting different insurance companies directly.

For a current list of all insurance companies offering motorcycle insurance in Massachusetts, please contact the DOI.

### **HOW SHOULD I DECIDE WHERE TO PURCHASE MY POLICY?**

Once you have chosen the types and amounts of coverage that you need, you will need to obtain quotes from different insurance companies in order to find the best price. *Make sure the premium quotes you are getting from each company are for the same coverage.* Once you have determined which companies will provide you with the best price for the coverage you need, you may wish to speak with family members, friends and neighbors to learn about their claims experiences. While price is certainly an important factor in deciding which insurance company to choose, it is not the only factor. Price, discounts, claims handling, location, or the company's financial health are all legitimate factors you might consider in buying insurance. Ultimately, you must decide which features are most important to you.

### **CAN I PAY MY PREMIUM IN INSTALLMENTS?**

Most companies offer installment plans to allow policyholders to spread out their payments. The company typically adds a service fee to policies making use of the

installment plan option. If you are assigned to an insurer through the MAIP, you will be offered an installment plan unless you have previously had a policy cancelled for non-payment, or if you have made a payment with a bounced check. For policies written on the voluntary market, installment plans are optional.

## **PART II. WHAT IS IN MY INSURANCE POLICY?**

### **COMPULSORY COVERAGE**

There are several types of compulsory insurance that you are required to purchase under Massachusetts law. These coverages are:

**Bodily Injury to Others** protects you against legal liability for the accidental injury or death of others (but not your passengers) caused by the operation of your motorcycle, but only if the accident occurs in Massachusetts. You will be covered up to a basic limit of \$20,000 per person and \$40,000 per accident.

**Personal Injury Protection (PIP)** pays up to \$8,000 for medical expenses, replacement services and 75% of any lost wages. PIP will pay these expenses to you, anyone living in your household, and pedestrians, no matter who causes the accident. **PIP does not cover owners or operators of, or guests upon, motorcycles who suffer bodily injury while operating, or riding as a guest upon, motorcycles.**

**Bodily Injury Caused by an Uninsured Motor Vehicle** protects you, anyone you let operate your motorcycle, household members and passengers (unless covered by another Massachusetts policy with similar coverage) against losses caused by an uninsured or unidentified (“hit and run”) driver. A minimum limit of \$20,000 per person and \$40,000 per accident is required.

**Property Damage** pays for damage to another person’s property when you, a household member or another authorized operator cause an accident. A minimum limit of \$5,000 is required.

### **OPTIONAL COVERAGE**

Compulsory insurance is the minimum amount of coverage required by state law. Accidents can often result in damage that exceeds these limits. Depending on your individual needs, you may wish to purchase increased limits on these coverages or additional types of coverages such as those listed below. You should consult with an agent or other insurance professional for help in determining what types and how much coverage you need.

Examples of optional coverages that companies may offer are as follows:

- Coverage for bodily injury to others outside of Massachusetts
- Coverage for guest passengers on your motorcycle

- Increased limits for bodily injury to others
- Increased limits for bodily injury caused by an uninsured or underinsured motor vehicle
- Coverage for medical payments beyond the mandatory PIP coverage
- Collision coverage that pays for damage to your motorcycle no matter who causes the accident
- Comprehensive coverage that pays for damage to your motorcycle caused by events such as fire, theft or vandalism
- Multiple deductible options for Collision and Comprehensive
- Coverage for substitute transportation, and sometimes meals and lodging, while your motorcycle is being repaired from a collision or comprehensive claim. Some companies might limit this to claims that arise a certain distance or more from your home.
- Coverage for towing and labor when your motorcycle breaks down
- Accident forgiveness
- Roadside assistance
- Loan/lease coverage
- Accessory coverage
- Transport trailer physical damage coverage
- Total loss coverage by which the insurer pays the MSRP for a current model year motorcycle of the same make and model as a covered motorcycle

Each of these coverages is subject to important limitations and exclusions. Agents and companies must inform you in simple language of your coverage options when you apply for a motorcycle insurance policy, or at any time upon your request if you already have a policy.

## **MANDATORY OFFER**

Insurers and agents must offer you the option of purchasing the following amounts of coverage:

- Bodily injury liability and uninsured motorist coverage up to \$35,000 per person/\$80,000 per accident
- Personal injury protection benefits up to \$8,000 per person/per accident
- Property damage liability up to \$5,000 per accident
- Comprehensive and Collision coverage subject to a deductible of \$500 must be offered unless you have an excessive history of claims
- Medical payments insurance of at least \$5,000

## **PART III. HOW DO I LOWER MY PREMIUM?**

### **HOW IS MY PREMIUM CALCULATED?**

Massachusetts drivers do have the ability to lower their motorcycle insurance premium by shopping around, riding safely, choosing appropriate coverage, and taking advantage of discounts.

To calculate your premium, insurance companies consider your years of driving experience, the number and type of your at-fault accidents, the number and type of your traffic violations, the vehicle you drive and the principal place where you garage that vehicle. Insurance companies may also consider other risk factors if those factors are relevant to risk and approved by the Commissioner.

## **PROHIBITED UNDERWRITING AND RATING FACTORS**

Insurance companies may not use certain factors for either underwriting or rating under Massachusetts law. Underwriting is the company's process of deciding whether or not to accept your business and issue you a policy. Rating is the company's process of deciding how much premium to charge you. Insurers cannot use sex, marital status, race, creed, national origin, religion, age (except for safe drivers who are 65 years or older), occupation, income, education, and home ownership in the underwriting or rating process.

Insurers may use the principal place of garaging in determining your rate, but not for underwriting. Insurance companies may not use credit information from consumer reporting agencies for either underwriting or rating.

## **SAVING MONEY**

### **COVERAGE CHOICES**

Drivers can often lower their premium by thinking about which optional coverages they really need and the level of coverage that best fits their situation.

#### **PIP Coverage**

You can save on your premium by excluding yourself, or yourself and household members from some or all of this coverage. You should consider this option if you have a medical and disability income plan. The portion of each claim not covered is called a "deductible."

#### **Collision and Comprehensive**

If you have a motorcycle of low dollar value, it may be a wise economic choice not to buy the Collision or Comprehensive coverage unless your lender requires it.

#### **Medical Payments**

You should consider carefully your choice to purchase medical payments insurance if you already have health insurance. Your medical payments insurance may not be necessary if you have health insurance.

#### **Substitute Transportation or Trip Interruption**

If you can afford to take a cab or rent a vehicle when your motorcycle is in the shop for collision repairs, you may not need Substitute Transportation or

Trip Interruption coverage. Some insurers might also cover meals and lodging, so you might consider your ability to pay for these expenses too.

### **Towing & Labor or Roadside Assistance**

If you belong to a Motorcycle Association, you may not need this coverage since many Motorcycle Associations' services include towing and labor. You should check for any limitations on coverage from your Motorcycle Association to determine if Towing & Labor or Roadside Assistance provides you with extra protection.

## **SELECTING YOUR DEDUCTIBLE**

Your deductible will be set at \$500 unless you select a different amount. You can always save on your premium by choosing a larger deductible where one is offered. In determining the right deductible for you, decide how much you can afford to pay out of your own pocket in the event of an accident or loss in which you are at fault, or the other driver is unidentified.

## **INDIVIDUAL DISCOUNTS**

Insurance companies offer a variety of ways to reduce your premium. While there are some discounts that are required by law – such as discounts for drivers who are 65 years or older – companies may have other savings tied to driver-training, multiple vehicles on the same policy or other factors that reduce either the risk or extent of injuries or damage. The amount of these savings may vary somewhat from company to company. When shopping for your new policy, be sure to find out what factors may reduce your premium for each company.

## **GROUP MARKETING PROGRAMS**

In recent years, many insurers have been offering reduced rates to members of certain groups. In addition, many group plans do not charge interest or require an initial deposit.

Groups can be sponsored by an employer, civic organization, motorcycle club, association, trade union, credit union, etc. You may want to check with agents of several different insurers to learn which groups the insurer has been approved to offer discounts to and the size of the discounts. Any member of an approved group is eligible for the group savings.

## **PART IV. MY DRIVING RECORD**

### **DRIVING SAFELY CAN REDUCE YOUR PREMIUM**

Now that competition has arrived in Massachusetts, each company will calculate premiums differently. Your driving record will always be a significant

factor in determining how much you will pay. Driving safely and maintaining a clean driving record will almost certainly reduce your motorcycle insurance premium regardless of what company you choose.

## **WHAT IS A MERIT RATING PLAN?**

Under the new competitive market system, companies are free to create their own rules – known as Merit Rating Plans – to determine how your driving record will affect your premium. These plans lower your premium based on years of incident-free driving, or raise your premium based on at-fault accidents and traffic violations.

An insurance company's Merit Rating Plan shall not:

- Use any at-fault accident or traffic violation that is greater than 6 years old from the policy effective date, or
- Increase premium for at-fault accidents or traffic violations for more than 5 years.

For more information on individual insurance company Merit Rating Plans, contact the insurance company or insurance agent directly.

## **APPEALING AT-FAULT ACCIDENTS ON YOUR RECORD**

Insurers are required to determine if a driver is more than 50% at fault for an accident by applying specific standards of fault. These standards are common accident types under which you are presumed to be at fault. For example, drivers are presumed to be more than 50% at fault when operating a vehicle that collides with the rear section of another vehicle.

If your company determines that you are at fault for an accident, it will send you a Surcharge Notice. This notice includes instructions for appealing the surcharge to the Board of Appeals at the Division of Insurance.

If you receive a Surcharge Notice naming the wrong operator, call your insurance company. Your insurer will rescind the incorrect notice and reissue the notice to the correct operator.

If you believe that you were not more than 50% responsible for causing the accident, follow the instructions on the Surcharge Notice to appeal the surcharge to the Board of Appeals. There is a \$50 fee to file this appeal. You must file your appeal within 30 days from receiving your Surcharge Notice; otherwise, you may lose your right to appeal.

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Massachusetts insurers may not deny you motorcycle insurance based on your gender, race, creed, national origin, marital status, religion, age, occu-

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You have the right to change your coverages and policy limits at any time, even if your policy is not up for renewal. If you select lower policy limits or cancel non-mandatory coverages, you have a right to a refund of your unused premium.

## **YOU HAVE THE RIGHT TO THE PROMPT AND FAIR HANDLING OF CLAIMS**

You may ask about any payments made to others by your company and charged to your policy. If you file a claim with your company, it should be handled promptly and fairly. If your claim is denied, the company must provide you with a written explanation for the denial.

## **IF YOU ARE IN AN ACCIDENT AND YOUR INSURANCE COMPANY FINDS THAT YOU ARE “AT FAULT,” YOU HAVE A RIGHT TO AN APPEAL BEFORE THE BOARD OF APPEALS**

Your insurance company must notify you that it has made a decision that you were more than 50% “at fault” in a motorcycle accident. If you believe that you were not more than 50% responsible for causing the accident, follow the instructions on the Surcharge Notice to appeal the surcharge to the Board of Appeals. There is a \$50 fee to file this appeal. You must file your appeal within 30 days from receiving your Surcharge Notice; otherwise, you may lose your right to appeal.

## **YOU HAVE THE RIGHT TO A NOTICE OF CANCELLATION**

An insurance company may cancel your policy before its expiration date under very limited circumstances. The company must give you at least 20 days written notice before canceling your policy. The notice must specify the reason for the cancellation. If you receive a cancellation notice for non-payment of premium, you have until the date that the cancellation is to take effect in which to pay the premium and avoid cancellation.

## **YOU HAVE THE RIGHT TO APPEAL A CANCELLATION OF INSURANCE**

If a motorcycle insurance company cancels your insurance, you can file an appeal with the Board of Appeals. You should start shopping for insurance coverage from another insurance company immediately, even if you have not had your appeal hearing, so that you are not left without insurance coverage. You should never drive your motorcycle without insurance.

## **YOU HAVE THE RIGHT TO A NOTICE OF NON-RENEWAL**

An insurance company can decline to renew your coverage for several different reasons. The company must issue a non-renewal notice directly to you or to your agent at least 45 days prior to the expiration of your policy. The notice must specify the insurance company’s reason for non-renewing your policy.

## **YOU HAVE THE RIGHT TO KEEP PRIVATE THE PERSONAL INFORMATION YOU GIVE TO YOUR AGENT AND INSURANCE COMPANY**

Insurance companies and agents are required by law to have procedures in place that protect the privacy of your information. Your insurance company must provide you with a notice of these procedures. Also, insurance companies and agents are required by law to protect your personal information from identity theft, and provide you with specific instructions should a security breach occur.

## **YOU HAVE THE RIGHT TO FILE A COMPLAINT WITH THE DIVISION OF INSURANCE**

We are here for you. The Division of Insurance is always available to help you with questions or complaints about all types of insurance policies, insurance companies and agents. You can talk to a consumer service representative by calling the Division's consumer hotline at 617-521-7794.

### **PART VI. ACCIDENTS, CLAIMS & FRAUD**

#### **EVERYONE PAYS FOR INSURANCE FRAUD**

Motor vehicle insurance fraud is not a victimless crime. We can all do our part to hold down costs by reporting suspected fraud and being part of the solution. Insurance fraud is a crime punishable by up to five years in state prison and a \$10,000 fine.

When you are involved in a motorcycle accident, you rely on your motorcycle insurer to handle your claim properly, fairly, and with as little inconvenience to you as possible. As a policyholder, you can ensure the efficiency of claims processing by doing your part to assist insurers in providing accurate information when the policy is issued, and in the fact-gathering process that follows a motorcycle accident. If you give false information to your insurer – such as who customarily operates your motorcycle – your claim may be denied.

#### **BUYING A POLICY**

The single most important thing you can do to protect yourself from a claim denial is to check that all of the information you provide your insurance company is complete and accurate.

You must indicate where your motorcycle is garaged most of the time, regardless of your listed address. Furthermore, you must also list all the licensed drivers who are likely to operate your vehicle. This includes people who live with you (family and roommates) who do not have their own motorcycle insurance, and also people who use your motorcycle on any kind of regular basis.

#### **AFTER AN ACCIDENT**

Three simple steps can make a real difference in collecting all of the relevant information in the event of an accident:

- 1) Keep the following items with your motorcycle – a disposable camera, a first-aid kit, a tape measure, and blank police reports or accident diagrams.
- 2) Note all participants and witnesses at the scene including their name,

address, contact information, and insurers regardless of whether or not anyone was injured.

- 3) File reports with the local police and your insurer promptly after the accident.

These easy steps will allow you to make a contribution to limiting the cost of fraud to all insurers, and thereby hold down rates for all consumers. In addition, you will be far more likely to be satisfied with the handling of your claim.

If you suspect fraudulent conduct on the part of anyone involved in a motor vehicle accident or insurance claim, please call the Insurance Fraud Bureau hotline at 1-800-32-FRAUD. Another number to remember is the Governor's Auto Theft Strike Force Hotline at 1-800-HOT-AUTO when you have information about a motor vehicle theft. You will be able to speak confidentially with an investigator about your suspicions.

## **PART VII. THINGS TO REMEMBER**

### **PRE-INSURANCE INSPECTION**

Insurers can require a Pre-Insurance inspection of a used private passenger motor vehicle prior to providing coverage for Collision, Limited Collision or Comprehensive. The inspection may be deferred for ten calendar days – not including legal holidays and Sundays. If your motorcycle is not inspected within the required time, these coverages will be automatically suspended.

### **CANCELLING YOUR POLICY**

If you cancel your insurance policy, no refund will be issued until your insurance company receives a receipt showing the license plates have been returned to the Registry of Motor Vehicles or notice that your coverage has been transferred to another carrier.

### **NEWLY LICENSED DRIVERS**

If any of your children who are household members obtain a driver's license, some insurers might require you to notify them within 60 days of that date. You might be required to list all licensed household members and any other licensed person who will customarily operate your motorcycle.

### **COOPERATE WITH YOUR INSURANCE COMPANY**

If you or someone on your behalf gives your insurance company false, deceptive, misleading, or incomplete information concerning the description and place of garaging of your motorcycle, or the names of those people who

operate your motorcycle, your insurer may refuse to pay your claims under any or all of the Optional Insurance Parts of your policy.

## **FOR MORE INFORMATION**

If you visit the Division of Insurance's website at **[www.mass.gov/doi](http://www.mass.gov/doi)**, you will find an array of materials that can help you understand motorcycle insurance in Massachusetts. Go there to learn more about:

- Shopping Around for Insurance
- Consumer Rights in Insurance
- Learn More About the Massachusetts Automobile Insurance Plan (MAIP)
- Insurance and Your Rental Car.







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