

Progressive®

**MASSACHUSETTS
MOTORCYCLE INSURANCE POLICY**

PLEASE READ YOUR POLICY. Part of the policy is a page marked “Coverage Selections.” It shows the types and amounts of coverage you have purchased. As you read the policy, check the Coverage Selections Page to make sure it shows exactly what you intended to buy. If there is any question, call your agent or company right away.

Form 5979 MA (10/08)

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INTRODUCTION

This insurance policy is a legal contract between the policy owner (you) and the company (we or us). It insures you and **your motorcycle** for the period shown on the Coverage Selections Page. However, if you receive an endorsement from us stating a different expiration date, the expiration date stated on the endorsement will control.

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

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

Compulsory Insurance

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

Optional Insurance

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

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

Please read the whole policy to see what kinds of insurance are available to cover these different situations. At the same time, you should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will be displayed on the Coverage Selections Page. If a coverage is not displayed, you do not have that coverage.

Sometimes you and we will agree to change this policy. The only way that can be done is by an "Endorsement" added to the basic policy form. All endorsements must be in writing. They then become part of this policy.

We are pleased to have you as a customer and hope you have a safe and accident-free year. But if you need us, we are here to help you. If you have an accident or loss, or if someone sues you, contact us at 1-800-274-4499.

Do the same if you have any questions or complaints. If you think we have treated you unfairly at any time, you may contact the Division of Insurance, (617) 521-7777.

DEFINITIONS

Throughout this policy:

1. **We, Us or Our** – refers to the company issuing this policy.
2. **You or Your** – refers to a person shown as a named insured on the Coverage Selections Page.
3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the ownership, maintenance or use of a motorcycle.
4. **Auto** – means a land motor vehicle or trailer but does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or trailer while it is located for use as a residence or premises. We will consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
 - D. Any vehicle not subject to Massachusetts Motor Vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).
 - E. Any motorcycle.
5. **Motorcycle** – means a motorcycle, motorbike, motor scooter, or motorized trike that is designed for operation principally upon public roads and has at least two wheels, but not more than three wheels. The term motorcycle also includes a **motorcycle trailer**. The term motorcycle does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or **motorcycle trailer** while it is located for use as a residence or premises. We will consider such a vehicle to be a motorcycle while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads.
 - D. Any vehicle not subject to Massachusetts Motor Vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).

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

6. **Your Motorcycle** – means:
 - A. The vehicle or vehicles described on the Coverage Selections Page.
 - B. Any motorcycle while used as a temporary substitute for the described motorcycle while that motorcycle is out of normal use because of a breakdown, repair, servicing, loss or destruction. But the term “your motorcycle” does not include a substitute vehicle owned by you or your spouse.

- C. A motorcycle to which you take title or lease as a permanent re-placement for a described motorcycle or as an additional motorcycle. We provide coverage for an additional motorcycle only if you ask us to insure it within seven days after you take title or the effective date of the lease.

A replacement or additional motorcycle must not be used for the delivery or transportation of goods or materials.

The Agreed Value and Total Loss Coverage options described in Parts 7, 8 and 9 below do not apply to the substitute, replacement or additional motorcycles discussed in paragraphs B. and C. above. Instead, we will pay the cost to physically repair the substitute, replacement, or additional motorcycle or any of its parts up to the actual cash value of the motorcycle or any of its parts at the time of the **collision** or loss. The most we will pay will be either the actual cash value of the substitute, replacement, or additional motorcycle or the cost to physically repair the substitute, replacement or additional motorcycle, whichever is less.

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

- 7. **Motorcycle Trailer** – means a vehicle designed to be pulled by a motorcycle and designed for use on public roads.
- 8. **Occupying** – means in, upon, entering into, getting out of, mounting or dismounting.
- 9. **Collision** – means the accidental upset of **your motorcycle** or any physical contact of **your motorcycle** with another object.
- 10. **Household Member** – means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
- 11. **Pedestrian** – includes anyone incurring bodily injury as a result of being struck by an auto or motorcycle in an accident and who is not occupying an auto or motorcycle at the time of the accident.
- 12. **Accessory** – means equipment, devices, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of **your motorcycle**. This includes, but is not limited to:
 - A. Any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media, that are permanently installed on **your motorcycle** using bolts or brackets, including slide-out brackets;
 - B. Sidecars;
 - C. Custom paint, custom plating, and custom exhaust;
 - D. **Motorcycle trailers**; and
 - E. **Safety riding apparel**.

13. Safety riding apparel – means safety apparel specifically designed to minimize injury from an accident, including, but not limited to, helmets, leathers, riding boots, riding gloves, and protective eyewear.

14. Transport trailer – means a non-motorized trailer designed to be towed on public roads by a land motor vehicle and principally designed for transporting **your motorcycle**.

OUR AGREEMENT

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

We agree to provide the insurance protection you purchased for accidents which happen while this policy is in force.

You agree to pay premiums when due and to cooperate with us in case of accidents or claims.

Our contract consists of this policy, the Coverage Selections Page, any endorsements agreed upon, and your application for insurance. Oral promises or statements made by you or our agent are not part of this policy.

There are many laws of Massachusetts relating to motorcycle insurance. We and you must and do agree that, when those laws apply, they are part of this policy.

COMPULSORY INSURANCE

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

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

Your Compulsory Insurance does not pay for any damage to **your motorcycle** no matter what happens to it.

PART 1. BODILY INJURY TO OTHERS

Under this Part, we will pay damages to people injured or killed by **your motorcycle** in Massachusetts accidents. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will pay only if you or someone else using **your motorcycle** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many motorcycles or premiums are shown on the Coverage Selections Page.

We will not pay:

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

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

If a claim is covered by us and also by another company authorized to sell auto insurance or motorcycle insurance in Massachusetts, we will pay only our proportionate share. If someone covered under this Part is using a motorcycle he or she does not own at the time of the accident, the owner's insurance for that motorcycle must pay its limits before we pay. Then, we will pay, up to the limits shown on your Coverage Selections Page, for any damages not covered by that insurance.

PART 2. PERSONAL INJURY PROTECTION

Personal Injury Protection does not cover owners or operators of, or guests upon, motorcycles who suffer bodily injury while operating, or riding as a guest upon, such vehicles.

The benefits under this Part are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the accident.

Subject to the bold-faced paragraph above, we will pay the benefits described below to you and other people injured or killed in auto or motorcycle accidents. For any one accident, we will pay as many people as are injured, but the most we will pay for injuries to any one person is \$8,000. This is the most we will pay no matter how many motorcycles or premiums are shown on the Coverage Selections Page.

We will pay three kinds of benefits:

A. Medical Expenses

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

B. Lost Wages

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

C. Replacement Services

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

We will pay PIP benefits to or for:

1. You, or anyone living in your household, if injured while **occupying** an auto which does not have Massachusetts Compulsory Insurance or if struck by an auto or motorcycle which does not have Massachusetts Compulsory Insurance.
2. Any **pedestrian**, including you, if struck by **your motorcycle** in Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your motorcycle** outside of Massachusetts.

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

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

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

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

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

We will not pay PIP benefits to or for:

1. Anyone who, at the time of the accident, was operating or occupying a motorcycle, any motor vehicle not subject to motor vehicle registration, or a motorized bicycle, including a moped.

2. Anyone who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to benefits under any workers' compensation law for the same injury.

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

If anyone is entitled to PIP benefits and also to benefits under another Part of this policy, we will pay from this Part first.

We will not pay PIP benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a court judgment or settlement.

If anyone covered under this policy is also entitled to PIP benefits from any other auto policy or motorcycle policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most. In that case, each insurer will pay only its proportionate share. We will not pay benefits under this Part which duplicate payments made under the No-Fault coverage of any other auto policy or motorcycle policy.

PART 3. BODILY INJURY CAUSED BY AN UNINSURED MOTOR VEHICLE

Sometimes an owner or operator of an auto or motorcycle legally responsible for an accident is uninsured. Some accidents involve unidentified hit-and-run autos or motorcycles. Under this Part, we will pay damages for bodily injury to people injured or killed in certain accidents caused by uninsured or hit-and-run autos or motorcycles. We will pay only if the insured person is legally entitled to recover from the owner or operator of the uninsured or hit-and-run auto or motorcycle. We will pay for hit-and-run accidents only if the owner or operator causing the accident cannot be identified.

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

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

We will pay damages to or for:

1. You, while **occupying your motorcycle**, while **occupying** an auto or motorcycle you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your motorcycle**, while **occupying** an auto or motorcycle not owned by you or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay

damages to or for any **household member** who has a Massachusetts auto policy or motorcycle policy of his or her own, or who is covered by any Massachusetts auto policy or motorcycle policy of another **household member** providing uninsured auto insurance, or uninsured motorcycle insurance, with higher limits.

3. Anyone else while **occupying your motorcycle**. We will not pay damages to or for anyone else who has a Massachusetts auto policy or motorcycle policy of his or her own, or who is covered by any Massachusetts auto policy or motorcycle policy of another **household member** providing uninsured auto insurance or uninsured motorcycle insurance.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

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

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

We will not pay damages to or for you, if struck by, or while **occupying** an auto or motorcycle you own and which does not have Massachusetts compulsory insurance.

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

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

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

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

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

We will pay the balance of the damages up to the limits shown for this Part on your Coverage Selections Page.

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

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

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

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

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

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

PART 4. DAMAGE TO SOMEONE ELSE’S PROPERTY

Under this Part, we will pay damages to someone else whose auto, motorcycle, or other property is damaged in an accident. The damages we will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. We will pay only if you or a **household member** is legally responsible for the accident and the accident arises out of the ownership, maintenance or use of a motorcycle by you or a **household member**. We will also pay if someone else using **your motorcycle** with your consent is legally responsible for the accident. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.

We will not pay for property damage which occurs:

1. While **your motorcycle** is being used as a public or livery conveyance. This does not apply to the use of **your motorcycle** in a share-the-expense ride-share arrangement or in an expense reimbursement program either as a volunteer or at work.

2. While any motorcycle is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos or motorcycles. This exclusion does not apply to the ownership, maintenance or use of **your motorcycle** by you or a **household member**.
3. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos or motorcycles.
4. While a **household member**, other than your spouse, is using a motorcycle which you or any **household member** owns or uses regularly unless a premium for this Part is shown for that motorcycle on the Coverage Selections Page.
5. While you or your spouse, if a **household member**, is using a motorcycle which you or your spouse, if a **household member**, owns or uses regularly unless a premium for this Part is shown for that motorcycle on the Coverage Selections Page.
6. To an auto, motorcycle or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto, motorcycle, or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.
7. When the property damage is caused by anyone using a motorcycle without the consent of the owner.

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

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

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

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

OPTIONAL INSURANCE

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

With the exception of Roadside Assistance (Part 11), Accessory Coverage (Part 13), and Transport Trailer Physical Damage Coverage (Part 14) we must sell you any or all of the Optional coverages you wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts

law provides that we may refuse to sell Collision (Part 7) and Comprehensive (Part 9), or both, in certain specified instances. We also may refuse to sell you Total Loss Coverage and/or Agreed Value Coverage described under Collision (Part 7), Limited Collision (Part 8) and Comprehensive (Part 9) below.

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

We will not pay under any of the Optional coverages:

1. If the accident happens while **your motorcycle** is being used as a public or livery conveyance. This does not apply to the use of **your motorcycle** in a share-the-expense ride-share arrangement or in an expense reimbursement program either as a volunteer or at work.
2. For loss of or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, except to the extent that such equipment is covered under Accessory Coverage (Part 13) or except to the extent that such equipment is a stock component installed by the manufacturer at the factory during production of the motorcycle.
3. For loss or damage to equipment designed for the detection or avoidance of any law enforcement speed measuring device. This does not apply to electronic equipment designed solely for safety warning systems.
4. For injury or damage that is intentionally caused by you, a **household member** or anyone else using **your motorcycle** with your consent.
5. For loss of or damage to any **motorcycle trailer**, except to the extent that it is covered under Accessory Coverage (Part 13).
6. For loss of or damage to any **transport trailer**, except to the extent that it is covered under Transport Trailer Physical Damage Coverage (Part 14).

PART 5. OPTIONAL BODILY INJURY TO OTHERS

If you have paid the premium for this coverage, under this Part, we will pay damages to people injured or killed in accidents if you or a **household member** is legally responsible for the accident and the accident arises out of the ownership, maintenance or use of a motorcycle by you or a **household member**. We will also pay damages if someone else using **your motorcycle** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement.

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

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

We will not pay:

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

If the accident occurs in any other state or in a Canadian province and you have purchased any coverage at all under this Part, your policy will automatically apply to that accident, as follows, if the state or province has:

1. A financial responsibility law or similar law requiring limits of liability for bodily injury or property damage higher than the limits you have purchased, your policy will provide the higher required limits.
2. A compulsory insurance or similar law requiring **your motorcycle** to have insurance whenever it is used in the state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

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

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

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

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

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

PART 6. MEDICAL PAYMENTS

If you have paid the premium for this coverage, under this Part, we will pay reasonable expenses for necessary medical and funeral services incurred as a result of an accident.

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

We will not pay for expenses resulting from injuries to:

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

We will not pay for expenses incurred more than two years after the date of the accident. We will not pay under this Part for any expenses that are payable, or would have been payable except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy or motorcycle policy.

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

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

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

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

PART 7. COLLISION

If you have paid the premium for this coverage, under this Part, we will pay for any direct and accidental damage to **your motorcycle** caused by a **collision**. We will also pay for **collision** damage to other motorcycles while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault.

The following limits of coverage apply under this Part:

1. Subject to paragraph 2 below, we will pay the cost to physically repair the motorcycle or any of its parts up to the actual cash value of the motorcycle or any of its parts at the time of the **collision**.
2. The most we will pay will be either the actual cash value of the motorcycle or the cost to physically repair the motorcycle, whichever is less.
3. If there is a total loss to **your motorcycle**, and the Coverage Selections Page shows that you have Total Loss Coverage for that motorcycle, paragraph 2 above will not apply and instead the most we will pay will be the Manufacturer Suggested Retail Price of a current model year motorcycle that is the same make and model as that motorcycle.
4. If your Coverage Selections Page shows an Agreed Value for Collision coverage for **your motorcycle**, paragraphs 1-3 above will not apply to loss to that motorcycle. Instead, we will pay the cost to repair that motorcycle or any of its parts up to the Agreed Value shown on the Coverage Selections Page for that motorcycle. The most we will pay will be either the Agreed Value shown on the Coverage Selections Page for that motorcycle, or the cost to physically repair that motorcycle, whichever is less.

We will, at our option, pay to repair the motorcycle, pay to repair or replace any of its parts, or declare the motorcycle a total loss. If the repair of a damaged part will impair the operational safety of the motorcycle we will pay to replace the part.

In all cases except the total loss of **your motorcycle** for which the Coverage Selections Page shows an Agreed Value for Collision coverage, we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

If the Coverage Selections Page indicates a waiver of deductible for a particular motorcycle, the deductible amount shown on the Coverage Selections Page for this Part does not apply to that motorcycle if:

1. The motorcycle was legally parked when struck by another motorcycle or auto owned by an identified person.
2. The motorcycle was struck in the rear by another motorcycle or auto moving in the same direction and owned by an identified person.
3. The operator of the other motorcycle or auto was convicted of any of the following violations:
 - a. Operating under the influence of alcohol, marijuana, or a narcotic drug.
 - b. Driving the wrong way on a one-way street.
 - c. Operating at an excessive rate of speed.
 - d. Any similar violation of any similar law of another state in which the accident occurs.

However, we will not pay if the operator of the motorcycle covered under this Part was also convicted of one of the above violations.

4. You are entitled to recover in court against an identified person for some reason other than those listed above.

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

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

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

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

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

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

PART 8. LIMITED COLLISION

If you have paid the premium for this coverage, under this Part, we will pay in some situations for direct and accidental damage to **your motorcycle** caused by a **collision**. We will also pay in these situations for damage to other motorcycles while being used by you or a **household member** with the consent of the owner.

The following limits of coverage apply under this Part:

1. We will pay the cost to physically repair the motorcycle or any of its parts up to the actual cash value of the motorcycle or any of its parts at the time of the **collision**. The most we will pay will be either the actual cash value of the motorcycle or the cost to physically repair the motorcycle, whichever is less.
2. If your Coverage Selections Page shows an Agreed Value for Limited Collision coverage for **your motorcycle**, paragraph 1 above will not apply. Instead, we will pay the cost to repair that motorcycle or any of its parts up to the Agreed Value shown on the Coverage Selections Page for that motorcycle. The most we will pay will be either the Agreed Value shown on the Coverage Selections Page for that motorcycle, or the cost to physically repair that motorcycle, whichever is less.

We will, at our option, pay to repair the motorcycle, pay to repair or replace any of its parts, or declare the motorcycle a total loss. If the repair of a damaged part will impair the operational safety of the motorcycle we will pay to replace the part.

In all cases except the total loss of **your motorcycle** for which the Coverage Selections Page shows an Agreed Value for Limited Collision coverage, we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

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

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

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

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

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

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

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

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

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

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

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

PART 9. COMPREHENSIVE

If you have paid the premium for this coverage, under this Part, we will pay for direct and accidental damage to or loss of **your motorcycle** other than damage caused by **collision**. We will also pay for such damage or loss to other motorcycles while being used by you or a **household member** with the consent of the owner.

The following limits of coverage apply under this Part:

1. Subject to paragraph 2 below, we will pay the cost to physically repair the motorcycle or any of its parts up to the actual cash value of the motorcycle or any of its parts at the time of loss.
2. The most we will pay will be either the actual cash value of the motorcycle or the cost to physically repair the motorcycle, whichever is less.
3. If there is a total loss to **your motorcycle**, and the Coverage Selections Page shows that you have Total Loss Coverage for that motorcycle, paragraph 2 above will not apply and instead the most we will pay will be the Manufacturer Suggested Retail Price of a current model year motorcycle that is the same make and model as that motorcycle.
4. If your Coverage Selections Page shows that you have Agreed Value for Comprehensive coverage for **your motorcycle**, paragraphs 1-3 above will not apply. Instead, we will pay the cost to repair that motorcycle or any of its parts up to the Agreed Value shown on the Coverage Selections Page for that motorcycle. The most we will pay will be either the Agreed Value shown on the Coverage Selections Page for that motorcycle, or the cost to physically repair the motorcycle, whichever is less.

We will, at our option, pay to repair the motorcycle, pay to repair or replace any of its parts, or declare the motorcycle a total loss. If the repair of a damaged part will impair the operational safety of the motorcycle we will pay to replace the part.

In all cases except the total loss of **your motorcycle** for which the Coverage Selections Page shows an Agreed Value for Comprehensive coverage, we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page. Your deductible does not apply to glass breakage.

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

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

If **your motorcycle** is stolen, you must report the theft to us and the police.

If **your motorcycle** is found after being stolen, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the motorcycle and for repairs will not be more than the limit of coverage applicable under this Part to that motorcycle.

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

Massachusetts law requires that if we pay for the total loss of **your motorcycle** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement motorcycle unless it is made reasonably available for our inspection within two Registry of Motor Vehicles

business days following the day you acquired it. We may also raise your deductible unless you install an approved anti-theft device in the replacement motorcycle.

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

PART 10. TRIP INTERRUPTION

If you have paid the premium for this coverage for **your motorcycle**, under this part, we will reimburse interruption expenses as described below when that motorcycle is disabled due to mechanical breakdown or a covered Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) loss, even if you have not paid a premium for Collision, Limited Collision, or Comprehensive coverage under this policy.

For this coverage to apply, the disablement must occur more than 100 miles from the insured's primary residence.

When **your motorcycle** is disabled, interruption expenses consist of the following:

1. Up to \$100 per day for lodging;
2. Up to \$50 per day for meals; and
3. Up to \$50 per day for alternate transportation.

Coverage is limited to \$500 per disablement. Payment of Trip Interruption benefits will not obligate us to make any payment under any other coverage in this policy.

Coverage under this Part will not apply to disablement:

1. That occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
2. Due to or during tire repair;
3. Associated with repeated service calls for **your motorcycle** in need of routine maintenance or repair; or
4. That results from an intentional or willful act or action by **you**, a **household member** or the operator of **your motorcycle**.

PART 11. ROADSIDE ASSISTANCE

If you have paid the premium for this coverage for **your motorcycle**, we will pay under this part for our authorized service representative to provide the following services for that motorcycle when necessary due to a **covered emergency**:

1. Towing of that motorcycle to the nearest qualified repair facility; and

2. Labor on that motorcycle at the place of disablement.

“**Covered emergency**” means a disablement within 100 feet of a road or highway that is a result of:

- a. Mechanical or electrical breakdown;
- b. Battery failure;
- c. Insufficient supply of fuel, oil, water, or other fluid;
- d. Flat tire;
- e. Lock-out; or
- f. Entrapment in snow, mud, water or sand.

If **your motorcycle** is towed to any place other than the nearest qualified repair facility, you will be responsible for any additional charges incurred.

Coverage under this Part will not apply to:

1. The cost of purchasing parts, fluid, lubricants, fuel or replacement keys, or the labor to make replacement keys;
2. Installation of products or materials not related to the disablement;
3. Labor not related to the disablement;
4. Labor on **your motorcycle** for any time period in excess of 60 minutes per disablement;
5. Towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. Towing from a service station, garage, or repair shop;
7. Labor or repair work performed at a service station, garage, or repair shop;
8. Vehicle storage charges;
9. A second service call or tow for a single disablement;
10. Disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
11. Tire repair;
12. Repeated service calls for **your motorcycle** in need of routine maintenance or repair; or
13. Disablement that results from an intentional or willful act or action by you, a **household member**, or the operator of **your motorcycle**.

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of our authorized service representatives, we will pay only reasonable charges, as determined by us, for the following services, if those services are necessary due to a covered emergency:

1. Towing of **your motorcycle** to the nearest qualified repair facility; and
2. Labor on **your motorcycle** at the place of disablement.

Any coverage provided under this Part for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART 12. BODILY INJURY CAUSED BY AN UNDERINSURED MOTOR VEHICLE

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

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

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

We will pay damages to or for:

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

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

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

We will not pay to or for:

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

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

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

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

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

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

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

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

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

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

PART 13. ACCESSORY COVERAGE

We will pay for direct and accidental damage to or loss of **accessories** on **your motorcycle** for which this coverage has been purchased. This coverage applies only if you have purchased Collision (Part 7), Limited Collision (Part 8) and/or Comprehensive (Part 9), and the damage or loss is covered under one of those coverages that you purchased.

Coverage under this Part will not apply for loss:

1. Sustained while any vehicle is being operated in a prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity;
2. To portable equipment, devices, accessories, and any other personal effects that are not permanently installed. This includes, but is not limited to:
 - a. Tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
 - b. Any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, DVDs, or other recording or recorded media;
 - c. Any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - d. CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;
3. To **accessories** in excess of the applicable limits of coverage; or

4. To **safety riding apparel**, except for **collision** damage that occurs while it is being worn by you or a passenger.

The limit of coverage under this Part is the lowest of:

1. The amount necessary to replace **accessories**;
2. The amount necessary to repair **accessories**; or
3. The limit of \$3,000 or any applicable limit of coverage shown on the Coverage Selections Page.

The limit of \$3,000 or any applicable limit of coverage shown on the Coverage Selections Page is the most we will pay for any one accident or loss to **accessories**, regardless of the number of **accessories** sustaining loss.

If **you** have Agreed Value coverage for **your motorcycle**, the agreed value is the most we will pay for all loss to that motorcycle, including its **accessories**.

PART 14. TRANSPORT TRAILER PHYSICAL DAMAGE COVERAGE

We will pay for direct and accidental damage to or loss of a **transport trailer** which you own and for which this coverage has been purchased.

We will not pay if loss occurs while an auto or **transport trailer** is being operated in any prearranged or organized racing speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

The limit of coverage for loss to your owned **transport trailer** is the lowest of:

- a. The amount necessary to replace the stolen or damaged property reduced by the applicable deductible;
- b. The amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible; or
- c. Any applicable limits of coverage shown on the Coverage Selections Page.

GENERAL PROVISIONS AND EXCLUSIONS

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

1. WHERE YOU ARE COVERED

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

2. OUR DUTY TO DEFEND YOU AND YOUR RIGHT TO SETTLE

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

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

3. ADDITIONAL COSTS WE WILL PAY

We will pay, in addition to the limits shown for Compulsory and Optional Bodily Injury To Others (Parts 1 and 5) and Damage to Someone Else's Property (Part 4):

- A. Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits you selected in any suit we defend.
- B. Interest that accrues after judgment is entered in any suit we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.
- C. Up to \$40 a day for loss of earnings, but not for loss of other income, to any person covered under this policy who attends hearings or trials at our request.
- D. Other reasonable expenses incurred at our request.

4. WHAT HAPPENS IF YOU DIE

If you die, we will continue coverage for the period of this policy for:

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

5. OUR RIGHT TO BE REPAID

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the costs of recovery, including reasonable attorney's fees. Any amount recovered, because of a payment we make under Part 3 or Part 12 of this policy shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our

written consent. Any balance then remaining shall be applied to the amounts we have paid under Part 3 or Part 12. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorney's fees.

Sometimes you or someone else may recover money from the person legally responsible for an accident and also receive money from us for the same accident. If so, the amount we paid must be repaid to us to the extent that you or someone else recovers. If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Part 3 or Part 12 of this policy, we must be repaid for any amounts so paid but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

In either case we do not have to be repaid for any money we have paid under Medical Payments (Part 6).

6. WHEN YOU HAVE MORE THAN ONE POLICY WITH US

You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies. However, claims made under Bodily Injury Caused By An Uninsured Motor Vehicle (Part 3) and Bodily Injury Caused By An Underinsured Motor Vehicle (Part 12) are treated differently. The difference is explained in the description of the coverage for that Part.

7. IF YOU GO BANKRUPT

Bankruptcy or insolvency of any person covered under this policy does not relieve us of any of our obligations under this policy.

8. WE DO NOT PAY FOR NUCLEAR LOSSES OR WAR LOSSES

We will not pay under Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) for any person who is an insured under a nuclear energy liability policy or who would be an insured under such a policy had it not already exhausted its limits. We will not pay under Accessory Coverage (Part 13) and Transport Trailer Coverage (Part 14) for any property which is insured under a nuclear energy liability policy or which would be insured under such a policy had it not already exhausted its limits.

We will not pay under Medical Payments (Part 6), Collision, Limited Collision or Comprehensive (Parts 7, 8 and 9), Accessory Coverage (Part 13), and Transport Trailer Coverage (Part 14) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion or revolution or any act incident to any of these.

9. WE DO NOT PAY FOR ORDINARY WEAR OR TEAR

We will not pay for damage to **your motorcycle** which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.

10. IF WE PAY FOR A TOTAL LOSS

If we pay for the total loss of **your motorcycle**, we have the right, if we so choose, to take title to that motorcycle. We also have the right, if we so choose, to take any damaged part for which we pay.

11. REPAIR AND PAYMENT AFTER A COLLISION OR LOSS; IF WE DISAGREE ON THE AMOUNT OF DAMAGE (PARTS 7, 8 AND 9)

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9), you must allow us to have the motorcycle appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have **your motorcycle** repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make **your motorcycle** available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value or Agreed Value of **your motorcycle** or the Manufacturer Suggested Retail Price of a replacement motorcycle, whichever is applicable, if you have further claims. If you later give us proof of proper repair, the actual cash value, Agreed Value, or Manufacturer Suggested Retail Price, whichever is applicable, will be increased.

If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have **your motorcycle** repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

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

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

12. SALES TAX

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

13. SECURED LENDERS

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

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

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

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

14. NO BENEFITS TO ANYONE IN THE AUTO OR MOTORCYCLE BUSINESS

Coverage under Collision, Limited Collision, Comprehensive, Accessory Coverage, and Transport Trailer Coverage (Parts 7, 8, 9, 13, and 14) shall not in any way benefit any person or organization having possession of **your motorcycle** for the purpose of servicing, repairing, parking, storing, or transporting it or for any similar purpose.

15. IF TWO OR MORE MOTORCYCLES ARE INSURED UNDER THIS POLICY

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

16. TRAILERS

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

17. PREMIUMS FOR EXTENSIONS OR RENEWALS

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

18. FALSE INFORMATION

If you or someone on your behalf gives us false, deceptive, misleading or incomplete information in any application or policy change request and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional

Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all **household members** and customary operators required to be listed and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under Part 3 and Part 4 of this policy.

19. CHANGES WHICH AFFECT PREMIUM

If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges, including the description, ownership, type of usage and place of garaging of **your motorcycle** and the **household members** and individuals who customarily operate **your motorcycle**.

20. PRE-INSURANCE INSPECTION

Massachusetts law requires that we inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). If inspection of **your motorcycle** is required, the required inspection may be deferred in some cases for ten calendar days (not including legal holidays and Sundays), following the effective date of coverage, or the date on which Form B was mailed, whichever is later.

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

21. COVERAGE FOR ANYONE RENTING A MOTORCYCLE TO YOU - ADDITIONAL INTEREST LESSOR

The coverage provided under:

1. Bodily Injury to Others (Part 1),
2. Personal Injury Protection (Part 2),
3. Bodily Injury Caused by an Uninsured Motor Vehicle (Part 3) up to the Compulsory Limits,
4. Damage to Someone Else's Property (Part 4) up to the Compulsory Limit,

for a motorcycle shown on your Coverage Selections Page also applies to any person shown as an Additional Interest on your Coverage Selections Page and to that person's agents or employees.

The coverage provided for:

1. Amounts over the compulsory limit for Damage to Someone Else's Property (Part 4),
2. Optional Bodily Injury to Others (Part 5),

applies to the person shown as an Additional Interest on your Coverage Selections Page, and to that person's agents or employees, only while the motorcycle is being used by you or on your behalf.

If we cancel this policy, a notice of cancellation will be sent to the Additional Interest.

CANCELLATION AND NONRENEWAL

CANCELLATION

Cancellation of this policy is something you should ordinarily have no reason to worry about.

You can cancel any of the Optional Insurance Parts at any time by giving us at least twenty days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can cancel all of the Compulsory Insurance Parts by furnishing us documentation showing that each of **your motorcycles** meets one of the three following criteria:

1. You have returned the registration plates for **your motorcycle** to the Registry of Motor Vehicles;
2. You have purchased a new policy with another company covering **your motorcycle** and a new Certificate of Insurance is filed with the Registry of Motor Vehicles; or
3. You have transferred title to **your motorcycle**, and have not registered any other motorcycles. In this case, the policy will terminate 30 days from the date of transfer of title.

We can cancel all or any part of this policy including your Compulsory Insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or motorcycle registration has been under suspension or revocation during the policy period.

We can cancel Collision (Part 7) and Comprehensive (Part 9) on a vehicle:

1. customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto or motorcycle related fraud, or auto or motorcycle theft, or
2. customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making a claim under those coverages, or
3. customarily driven or owned by persons who have within the last three years, been convicted of any category of driving under the influence of alcohol or drugs, or
4. for which a salvage title has been issued by the Registrar of Motor Vehicles unless a new certificate of title has been issued in accordance with Massachusetts law, or
5. designated as a "high-theft vehicle" which does not have at least a minimum anti-theft or motorcycle recovery device as prescribed by the Commissioner of Insurance.

We may also cancel:

1. Collision (Part 7) on a vehicle customarily driven by or owned by persons who, within three years preceding the effective date of this policy, have been involved in four or more at-fault auto or

motorcycle accidents. An at-fault is one in which you or any person who customarily drives **your motorcycle** was more than 50% at fault; and

2. Comprehensive (Part 9) on a vehicle customarily driven by or owned by persons who have two or more total auto or motorcycle theft or fire insurance claims within the three years immediately preceding the effective date of this policy.

If the driver's license or auto or motorcycle registration of anyone residing in your household who usually operates **your motorcycle** has been under suspension or revocation during the policy period, we may suspend coverage for that person under any of the Optional Insurance Parts of the policy. We may also reduce the limits available for that person under Bodily Injury Caused By An Uninsured Motor Vehicle (Part 3), and Damage To Someone Else's Property (Part 4) to the minimum limits we are required to sell.

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

AUTOMATIC TERMINATION

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

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

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

LEGAL NOTICE REQUIREMENT

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice.

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

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

If the policy is cancelled, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect.

No refund of premium will be sent to you upon cancellation of the policy until we receive a receipt showing that the registration plates assigned to the insured motor vehicle have been returned to the Registry of Motor Vehicles or other document showing that you have replaced the insurance required by law.

If you think that we have cancelled your policy illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

RENEWAL

If we decide not to renew this policy or any of its Parts, we must mail our notice to your agent or to you at your last address shown on the Coverage Selections Page at least 45 days before your policy runs out. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

WHEN THERE IS AN ACCIDENT OR LOSS

FIRST, HELP ANY INJURED PERSON

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

SECOND, NOTIFY THE POLICE, REGISTRY OR FIRE DEPARTMENT

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

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

THIRD, FILE THE CLAIM WITH US

We do not know about accidents or losses until you or someone else notifies us. We, or our agent, must be notified promptly of the accident or loss by you or someone on your behalf. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses. If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts.

If you are filing a claim for damage to **your motorcycle**, you or someone on your behalf must file a proof of loss within 91 days after the accident.

FOURTH, COOPERATE WITH US

After an accident or loss, you or anyone else covered under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. We must be sent copies of all legal documents in connection with the accident or loss.

We may also require you and any person seeking payment under any part of this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

If anyone makes a claim or seeks payment under Personal Injury Protection, Bodily Injury Caused By An Uninsured Motor Vehicle, Medical Payments, or Bodily Injury Caused By An Underinsured Motor Vehicle (Parts 2, 3, 6 or 12), we have a right to require that person to be examined by doctors selected by us. If anyone seeks continuing payments under any of these Parts, we may also require additional examinations at reasonable intervals. We will pay for these examinations. We must also be authorized to obtain medical reports and other records pertinent to the claim.

Failure to cooperate with us may result in the denial of the claim.

**REMEMBER:
DEFENSIVE DRIVING CAN SAVE YOUR LIFE
AND YOUR MONEY**

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

PROGRESSIVE[®]

Brand Specific 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 XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>

<MMM DD, YYYY>

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

(Programming note: The following paragraph is state specific and is promulgated.)

(Programming note: The following paragraph does not print on SM only or Off Road usage only policies.)

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 Trip Interruption. 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 Coverage, Accessory Coverage, and Transport Trailer Physical Damage Coverage 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 XXXXXXX>
<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 XXXXXXX>
<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: <XXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX>
<XXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX>
<XXX XXXXX>
<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: <creditdemo@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: The text below is state specific and must print in bold and all caps.)

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

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

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: <XXX/XX> (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 is state specific and promulgated. This section 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.

(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: The following text is state specific and should always print when a policy has SM or Off road usage, even those policies with a street bike. The text below should be bolded and in all caps)

ANY COVERAGES OR LIMITS DESIGNATED "COMPULSORY" MAY NOT BE REQUIRED BY LAW FOR OFF-ROAD VEHICLES.

(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
	(Programming note: \$xx,xxx = the dollar value listed for the Trailer Coverage.)		
Transport Trailer Physical Damage Coverage (Part 14)	<\$xx,xxx>	<\$xxx>	<\$xx>
Total premium for general policy coverage			<\$xx>

(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: Display "cc" size if greater than zero. If "cc" size is equal to zero, "cc" size and "cc" heading will not print.)

(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)

2002 Honda VT800 CC: <XXX>
VIN: **XXX999999999999999**
Principal garaging address: <XXXXX> State: <XX> Use: <XXXXXXXX>

(Programming note: The heading below is state specific. The following heading will not display on SM only and Off road usage only policies.

Coverages Parts 1-14

Compulsory insurance	Limits	Deductible	Premium
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(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 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: This line prints when there is PIP coverage for the Named Insured only.)

Deductible applies to You

(Programming note: This line prints when there is PIP coverage for the Named Insured and Household Members.)

Deductible applies to You and household members

(Programming note: The text below will print whenever there is PIP and is state specific. The text below should be bolded)

Note: Personal Injury Protection does not cover owners or operators of, or guests upon, motorcycles who suffer bodily injury while operating, or riding upon, such vehicles.

(Programming note: Compulsory limit does not display on SM only and Off road usage only policies.)

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>
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(Programming note: Compulsory limit does not display on SM only and Off road usage only policies.)

(Compulsory Limit \$5,000)

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

(Programming note: The heading "Optional insurance" below will not display for SM only and Off road usage only policies.)

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)	<\$xx,xxx> each person	<xxx>	<xxx>

(Programming note: Descriptors are variable based on coverage settlement option selected. <\$xx,xxx> = Agreed Value dollar value listed for the vehicle.)

Collision (Part 7)	Agreed Value / <\$xx,xxx>	<\$xxx> w/waiver	<xxx>
--------------------	---------------------------	------------------	-------

(Programming note: Descriptors are variable based on coverage settlement option selected. <\$xx,xxx> = Agreed Value dollar value listed for the vehicle.)

Limited Collision (Part 8)	Agreed Value / <\$xx,xxx>	<\$xxx>	<xxx>
----------------------------	---------------------------	---------	-------

(Programming note: Descriptors are variable based on coverage settlement option selected. <\$xx,xxx> = Agreed Value dollar value listed for the vehicle.)

Comprehensive (Part 9)	Agreed Value <\$xx,xxx>	<\$xxx>	<xxx>
------------------------	-------------------------	---------	-------

(Programming note: Depending on insured's selection, print either Roadside Assistance or Roadside with Trip Interruption.)

(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.)

Roadside Assistance (Part 11)
Roadside Assistance (Part 11)
with Trip Interruption (Part 10) \$500 each occurrence

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

(Programming note: Variable display for this section.)

(Programming note: Coverage: "Accessory Coverage" will display when Comprehensive without Agreed Value is listed for the vehicle.)

(Programming note: Limit: If Accessory Coverage is "\$3,000 display under the limit section and "included" under the premium section. When Accessory Coverage is \$3,001 or greater, the limit display is \$xx,xxx. The premium will then display in the premium section.)

Accessory Coverage (Part 13) <\$x,xxx> included

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

Total premium for Motorcycle <X> <\$xx>

Total 12 month policy premium

<\$xx,xxx>

(Programming note: This section will always print. The fields below should never populate.)

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

Vehicle information

If any vehicle(s) to be insured is titled with a salvage title issued by the Mass Registry of Motor Vehicles, please indicate (Salvage Title Vehicles are not eligible for Coverage Parts 7, 8, or 9.)

Vehicle 1 _____ Vehicle 2 _____ Vehicle 3 _____ Vehicle 4 _____

(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: The variable represents 1, 2, 3, or 4)

2002 Honda VT80

VIN: <XXXXXXXXXXXXXXXXXX>

Principal garaging address: <XXXXXX>

Primary use of the vehicle: <XXXXXX>

(Programming note: Registration plate number: If plate number not available, field will display "to be provided", unless the vehicle is an un-plated Off-Road vehicle or SM. If the vehicle is an un-plated Off-Road vehicle or SM, the Registration plate number field will display "not applicable".

Variable text for Lojack Device represents Yes/No and the word should print out.)

Registration plate number LoJack® Device <XXX/XXX>

<XXXXXXXXXX> <XXX>

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

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

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

(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 XXXXXXXXXXXXXXXX> Discount

Vehicle
.....
2002 HONDA VT800 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 XXXXXXXXXXXXXXXX> Surcharge

Vehicle
.....
2002 HONDA VT800 Surcharge

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
<XXXXX XXXXXXXXXXXXXXXX>	<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: 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 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> 2002 HONDA VT800 <XXXXXXXXXXXXXXXXXX>
Additional Interest:	ADDITIONAL INTEREST <XXX XXXXX XXXX, XX XXXXX>

(Programming note: This notice always prints. The form number is Z111 MA (10/08). Form number will not print on notices unless programming note indicates otherwise.)

Notice regarding accessory coverage

Subject to your limits of coverage, if you have paid a premium for Comprehensive Coverage and you do not have Agreed Value on your motorcycle or off-road vehicle, you will receive coverage for any loss arising from theft or damage to any accessory attached to your motorcycle or off-road vehicle up to \$3,000. "Accessory coverage" means equipment, devices, enhancements, and changes, other than those that are original manufacturer installed, which alter the appearance or performance of a covered vehicle.

Please be aware that accessories may have been added to your motorcycle or off-road vehicle by any previous owner, including a dealership. In this event, the cost for any accessory may have been included in the purchase price of the motorcycle or off-road vehicle. If the value of any such accessory exceeds \$3,000, you may wish to purchase additional coverage. This coverage is available for an additional premium and affords protection for up to \$30,000 worth of accessories.

(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

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

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 affirm that none of the vehicles listed in this application will be used as a public or livery conveyance. 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: State specific FCRA language)

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 claims histories. 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: 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 following three paragraphs are state specific.)

(Programming note: The paragraph below will not print for Snowmobile.)

I agree that the maximum limit of coverage for Comprehensive, Collision and Limited Collision (if purchased) is the Actual Cash Value of the factory standard vehicle at the time of the loss, if the vehicle does not have Agreed Value.

(Programming note: The below paragraph will print when any vehicle on the policy does not have Agreed Value.)

I agree that the maximum limit of coverage for Comprehensive, Collision and Limited Collision (if purchased) is the Actual Cash Value of the factory standard 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 Coverage or Agreed Value Coverage options are selected, in which case the maximum limits are determined as provided for in the policy contract.

(Programming note: The paragraph below will print when Agreed Value is purchased for any vehicle on the policy.)

If I have purchased Agreed Value, I agree that the maximum limit of coverage for Comprehensive, Collision and Limited Collision (if purchased) is the Agreed Value as listed in the Outline of coverage section of this application. I understand that I must maintain the necessary paperwork (appraisal, photos, title of vehicle, and all receipts) used in determining the dollar value for the Agreed Value of each vehicle. In the event of a loss, this information will be required to settle a claim.

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: The text below is state specific.)

I represent that I, <XXXXXXXXXXXXXX>, 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: 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 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.)

Signature of named insured

Date

X

Form 4868 MA (10/08)

Policy number: <xxxxxxx-x>

<xxxxxx> <xxxxxxx>

<xxxxxx> <xxxxxxx>

Page <x> of <x>

Non-Renewal of Policy - Motorcycles, Recreational Vehicles and Trailers

You previously requested that we not renew your policy. Therefore, your policy will expire at 12:01 a.m. on XXXX XX, YYYY and will not be renewed. In such a case, we are not required to mail our Legal Notice of Non-Renewal to your agent or to you.

If your Application or Coverage Selections Page shows an expiration date for your policy that is different than the date shown above, the expiration date shown on your Application or Coverage Selections Page will not apply. Instead, the expiration date shown above will apply.

Massachusetts Off-Road Vehicle Coverage Endorsement

For purposes of this Off-Road Vehicle Coverage Endorsement, the Massachusetts Motorcycle Insurance Policy is amended as follows:

1. Throughout Your Policy

All headings and labels throughout your policy that identify any coverages as legally compulsory or required by law are deleted.

2. Introduction

A. The following is deleted from the "Introduction" provision:

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

B. The paragraph labeled "Compulsory Insurance" and the paragraph labeled "Optional Insurance" are deleted.

3. Definitions

A. The definition of "**your motorcycle**" is deleted and all references throughout the policy to "**your motorcycle**" are deleted and replaced by "**your off-road vehicle**".

B. The definition of "**motorcycle**" is deleted and all references throughout the policy to "**motorcycle**" are deleted and replaced by "**off-road vehicle**".

C. The definition of "**motorcycle trailer**" is deleted and all references throughout the policy to "**motorcycle trailer**" are deleted and replaced by "**off-road vehicle trailer**".

D. The definition of "**auto**" is deleted and replaced by the following:

Auto - means a land motor vehicle or trailer but does not include:

A. Any vehicle operated on rails or crawler treads.

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

C. A farm tractor or other equipment designed for use principally off public roads.

D. Any moped or mini-bike.

E. Any off-road vehicle.

E. The following definitions are added:

(i) **All-terrain vehicle** or **ATV** - means any land motor vehicle that has at least three wheels and is principally designed for operation off public roads.

(ii) **Dirt bike** - means any land motor vehicle that has:

A. Two wheels and is designed exclusively for operation off public roads;

B. Completely open-air driver's seating; and

C. A motorcycle hand-grip steering device.

(iii) **Golf cart** - means any land motor vehicle designed principally for use on a golf course.

(iv) **Off-road vehicle** - means any ATV, dirt bike, golf cart, Segway®, or snowmobile which is designed for operation principally off public roads. The term off-road vehicle also includes an **off-road vehicle trailer**.

(v) **Off-road vehicle trailer** - is in boldface where used and means a non-motorized trailer or sled designed to be towed by **your off-road vehicle**.

(vi) **Segway®** means a Segway® Personal Transporter.

(vii) **Snowmobile** means any motorized device that:

- A. Is designed for use mainly off public roads on snow or ice;
- B. Has ski-like runners in front;
- C. Is propelled by means of a revolving track;
- D. Has completely open-air driver's seating; and
- E. Has a motorcycle hand-grip steering device.

(viii) **Your off-road vehicle** - is in boldface where used and means:

- A. The vehicle or vehicles described on the Coverage Selections Page.
- B. Any off-road vehicle while used as a temporary substitute for the described off-road vehicle while that off-road vehicle is out of normal use because of a breakdown, repair, servicing, loss or destruction. But the term "**your off-road vehicle**" does not include a substitute off-road vehicle owned by you or your spouse.
- C. An off-road vehicle to which you take title or lease as a permanent replacement for a described off-road vehicle or as an additional off-road vehicle. We provide coverage for an additional off-road vehicle only if you ask us to insure it within seven days after you take title or the effective date of the lease.

A replacement or additional off-road vehicle must not be used for the delivery or transportation of goods or materials.

The Agreed Value and Total Loss Coverage options described in Parts 7, 8 and 9 below do not apply to the substitute, replacement or additional off-road vehicle discussed in paragraphs B. and C. above. Instead, we will pay the cost to physically repair the substitute, replacement, or additional off-road vehicle or any of its parts up to the actual cash value of the off-road vehicle or any of its parts at the time of the **collision** or loss. The most we will pay will be either the actual cash value of the substitute, replacement, or additional off-road vehicle or the cost to physically repair the substitute, replacement, or additional off-road vehicle, whichever is less.

4. **Our Agreement**

The following is deleted from the "Our Agreement" provision:

There are many laws of Massachusetts relating to motorcycle insurance. We and you must and do agree that, when those laws apply, they are part of this policy.

and is replaced by the following:

We and you must and do agree that, if there are any laws of Massachusetts relating to off-road vehicle insurance, those laws are part of this policy when they apply.

5. **Compulsory Insurance**

The following is deleted from the section of the policy labeled "Compulsory Insurance":

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

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

Your Compulsory Insurance does not pay for any damage to **your motorcycle** no matter what happens to it.

and is replaced by the following:

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

Parts 1 through 4 do not pay for any damage to **your off-road vehicle** no matter what happens to it.

6. Part 1. Bodily Injury To Others

A. The following is deleted:

2. For accidents outside of Massachusetts or in places in Massachusetts where the public has no right of access.

and is replaced by the following:

2. For accidents outside of Massachusetts.

B. The following is deleted:

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

7. Part 3. Bodily Injury Caused By An Uninsured Motor Vehicle

The following is deleted:

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

8. Part 4. Damage To Someone Else's Property

The following is deleted:

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

and is replaced by the following:

We will not pay under this Part for property damage caused by an off-road vehicle which is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

9. Optional Insurance

The following is deleted from the section of the policy labeled "Optional Insurance":

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

With the exception of Roadside Assistance (Part 11), Accessory Coverage (Part 13), and Transport Trailer Physical Damage Coverage (Part 14) we must sell you any or all of the Optional coverages you wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts law provides that we may refuse to sell Collision (Part 7) and Comprehensive (Part 9), or both, in certain specified instances. We also may refuse to sell you Total Loss Coverage and/or Agreed Value Coverage described under Collision (Part 7), Limited Collision (Part 8) and Comprehensive (Part 9) below.

10. Part 5. Optional Bodily Injury To Others

- A. The following is deleted:

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

and is replaced by the following:

The limits shown for this Part on the Coverage Selections Page are the total limits you have under Bodily Injury To Others (Part 1) and this Part 5. This means that the limits under Part 1 are included within the limits shown on the Coverage Selections Page for this Part 5 and are not in addition to them.

- B. The following is deleted:

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

and is replaced by the following:

We will not pay under this Part for damage caused by an off-road vehicle which is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

11. Part 6. Medical Payments

The following is deleted:

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

and is replaced by the following:

We will not pay under this Part for damage caused by an off-road vehicle which is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

12. Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9)

- A. The following is deleted from Parts 7, 8, and 9:

Unless you selected a different amount, the law sets your deductible at \$500.

- B. The following is added to Parts 7, 8, and 9:

Coverage under this Part will not apply for loss to any off-road vehicle if the damage does not affect the structure or operation of the off-road vehicle. Such damage includes, but is not limited to, paint chips, scratches, scrapes, and minor dents.

- C. The following is deleted from Part 9:

Massachusetts law requires that if we pay for the total loss of **your motorcycle** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement motorcycle unless it is made reasonably available for our inspection within two Registry of Motor Vehicles business days following the day you acquired it.

and is replaced by the following:

If we pay for the total loss of **your off-road vehicle** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement off-road vehicle unless it is made reasonably available for our inspection within two Registry of Motor Vehicles business days following the day you acquired it.

13. Part 13. Accessory Coverage

The following is added:

Coverage under this Part will not apply for loss to **accessories** if the damage does not affect the structure or operation of **your off-road vehicle**. Such damage includes, but is not limited to, paint chips, scratches, scrapes, and minor dents.

14. General Provisions And Exclusions

A. The following is added to Section 9. "We Do Not Pay For Ordinary Wear Or Tear":

We will not pay for damage to **your off-road vehicle** which is due solely to ordinary trail or terrain damage to tires. We will not pay for damage to **your off-road vehicle** if the damage does not affect the structure or operation of that off-road vehicle. Such damage includes, but is not limited to, paint chips, scratches, scrapes, and minor dents.

B. Section 21. "Coverage For Anyone Renting An Off-Road Vehicle To You - Additional Interest Lessor" is deleted in its entirety and replaced by the following:

The coverage provided under:

1. Bodily Injury to Others (Part 1),
 2. Damage To Someone Else's Property (Part 4) up to the minimum limit we offer for that coverage,
- for an off-road vehicle shown on your Coverage Selections Page also applies to any person shown as an Additional Interest on your Coverage Selections Page and to that person's agents or employees.

The coverage provided for:

1. Amounts over the minimum limit we offer for Damage To Someone Else's Property (Part 4),
2. Optional Bodily Injury To Others (Part 5),

applies to the person shown as an Additional Interest on your Coverage Selections Page, and to that person's agents or employees, only while the off-road vehicle is being used by you or on your behalf.

If we cancel this policy, a notice of cancellation will be sent to the Additional Interest.

15. Cancellation And Nonrenewal

A. The Cancellation provision is deleted in its entirety and replaced by the following:

You can cancel this policy during the policy period by calling or writing us and stating the future date that you wish the cancellation to be effective.

We can cancel all or any part of this policy for any reason not prohibited by law.

B. The Automatic Termination provision is deleted in its entirety and replaced by the following:

Your policy automatically terminates and a Notice of Cancellation will not be sent to you when:

1. You purchase a new policy with another company covering **your off-road vehicle**.
2. You transfer title to **your off-road vehicle**.

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

- C. The following paragraphs are deleted from the Legal Notice Requirement provision:

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

No refund of premium will be sent to you upon cancellation of the policy until we receive a receipt showing that the registration plates assigned to the insured motor vehicle have been returned to the Registry of Motor Vehicles or other document showing that you have replaced the insurance required by law.

If you think that we have cancelled your policy illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

16. When There Is An Accident Or Loss

The following is deleted from the "Third, File The Claim With Us" provision:

If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts.

and is replaced by the following:

If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim, we will not pay the claim.

All other terms, limits and provisions of this policy remain unchanged.

Your Consumer Guide
**Ways to
save
on your 2009
Motorcycle Insurance**
For policies effective on or after April 1, 2009

Save Money in 2009

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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

Part I. What is in my insurance policy?

Coverages you must buy: Compulsory Insurance Parts 1-4

1. Bodily Injury to Others

Bodily Injury to Others protects you against legal liability for the accidental injury or death of others caused by the operation of your motorcycle, but only if the accident occurs in Massachusetts. You will be covered up to the basic limit of \$20,000 per person and \$40,000 per accident. Injuries to persons operating or riding on your motorcycle are not covered under this Part.

If you drive outside of Massachusetts or in places where the public has no right of access, or if you drive with guests on your motorcycle, please see Optional Bodily Injury to Others (Part 5), for coverage that will protect you in such situations.

You could be sued for more than the required (\$20,000/\$40,000) limits for Bodily Injury to Others. Buying higher limits under the Optional Bodily Injury to Others (Part 5) coverage may protect you from large losses.

2. Personal Injury Protection (PIP)

Personal Injury Protection (PIP) does not cover owners or operators of, or guests upon, motorcycles who suffer bodily injury while operating, or riding as a guest upon, such vehicles.

Subject to the above, 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.

Your PIP coverage pays for medical expenses in excess of \$2,000 that are not reimbursed by your health insurance only after these expenses have been submitted to your health insurer to determine what it will and will not pay.

3. Bodily Injury Caused by an Uninsured Motor Vehicle

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. This coverage does not pay for property damage or damage to your motorcycle.

4. Damage to Someone Else’s Property

This coverage 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.

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 in the optional coverage section. You should consult with an agent or other insurance professional for help in determining what types and how much coverage you need.

Coverages you may buy: Optional Insurance Parts 5 -14

5. Optional Bodily Injury to Others

Optional Bodily Injury to Others extends your liability protection under Part 1 above the mandatory limits required by the Commonwealth. This option provides coverage for accidents beyond Massachusetts to anywhere in the United States, its territories or possessions, or Canada. It also provides coverage for bodily injuries suffered by guests on your motorcycle.

6. Medical Payments

Optional medical payments coverage pays for medical expenses for you, your household members and passengers, over and above amounts covered by Personal Injury Protection (PIP) no matter who caused the accident.

7. Collision

Collision coverage pays for damage to your motorcycle, less any deductible, no matter who causes the accident. Personal property that is not original manufacturer installed is not covered under this part. If your motorcycle is financed, your lender may require collision coverage.

Waiver of Deductible

For an additional premium, you may purchase a “waiver of deductible.” With this waiver, your collision deductible will not apply when an accident is caused by an identifiable driver.

8. Limited Collision

Limited collision coverage pays for collision damage to your motorcycle if you are no more than 50% at-fault for the accident AND the owner of the other vehicle is identifiable.

9. Comprehensive

Comprehensive coverage pays for damage to or loss of your motorcycle, less any deductible, resulting from events such as fire, theft, vandalism, and striking an animal, but not collision. Personal property that is not original manufacturer installed is not covered under this part. If your motorcycle is financed, your lender may require this coverage.

If your motorcycle is stolen you must report it to the police and your insurance company.

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.

10. Trip Interruption

This coverage reimburses interruption expenses when your motorcycle is disabled more than 100 miles from your home due to mechanical breakdown or a Collision, Limited Collision or Comprehensive loss. Up to \$500 per disablement is paid for the following interruption expenses:

- up to \$100/day for lodging;
- up to \$50/day for meals; and
- up to \$50/day for alternative transportation.

11. Roadside Assistance

Roadside Assistance pays for towing and labor charges by our authorized service representative each time your motorcycle breaks down. You are covered only for the on-site labor costs at the breakdown site needed to get your motorcycle running again. Parts are not covered. Limitations apply to towing or labor by a provider other than our authorized service representative.

12. Bodily Injury Caused by an Underinsured Motor Vehicle

This optional coverage pays if you are injured by a motorist with liability limits less than the amount of the damages you are entitled to recover. The other motorist's policy pays its limits first and then yours pays any remaining losses up to the amount purchased. This coverage will not pay for damage to property.

Other Coverages

All insurers offer Parts 5-9 and 12 above. In addition to these common coverages, insurers are free to offer other coverages or policy features in order to compete for customers. Some of the additional features you may find include:

- Accident Forgiveness
- Small Claims Forgiveness
- Multiple Deductible Options for Collision and Comprehensive
- 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.

Part II. Shopping for Insurance

In recent years, all rates for motorcycle insurance have been set by the Commissioner of Insurance under what was known as the "fix-and-establish" system. Under this system, companies were not allowed to compete for customers by charging lower premiums.

Beginning April 1, 2008, motorcycle 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 must approve a company's rates, but the new system will allow companies to compete for your business.

Will My Motorcycle Insurance Coverages Change?

Although the minimum limits and basic coverages will not change, insurers will now be permitted to offer additional coverages, higher limits, and lower or waived deductibles. Therefore, you may have more choices available to you, and may want to shop around if there are additional coverages you wish to purchase.

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 Commissioner. While every policy is different, maintaining a clean driving record should decrease your rates.

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 will be able to 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 claim experiences. Remember that while price is certainly an important factor in deciding which insurance company to choose, it is not the only factor. Price, discounts, claims handling, the location of an agent or direct writer, or the financial health of the company 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 III. How do I lower my premium?

How is my Premium Calculated?

Many consumers are confused about how their motorcycle insurance premiums are calculated. They mistakenly believe that they have no control over the cost of their motorcycle insurance. This is not true. Massachusetts drivers do have the ability to lower their motorcycle insurance premium by shopping around, driving safely, choosing appropriate coverage, and taking advantage of discounts.

Insurance companies group you with other individuals who share your risk characteristics - such as the number of years of driving experience. Insurance companies then calculate your individual premium, using the base rate for your group, and then revise your premium to reflect your individual risk factors and appropriate discounts. In determining your actual 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

For rates offered as of April 1, 2008, 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. Insurers cannot use sex, marital status, race, creed, national origin, religion, age, occupation, income, principal place of garaging, education, and home ownership in the underwriting process.

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 rating process.

Insurance companies are also prohibited from using 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 you have agreed not to be covered for is called a "deductible."

Collision and Comprehensive

Find out what your motorcycle is worth today. If you have a motorcycle of low dollar value, it may be a wise economic choice not to buy the Collision and Comprehensive coverage unless a lender requires it.

Trip Interruption

If you can afford to pay for lodging, meals and alternate transportation when your motorcycle is in the shop for collision repairs, you may not need Trip Interruption coverage.

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 Roadside Assistance provides you with extra protection.

Discounts

Insurance companies offer a variety of discounts. Some discounts are required by law, such as for drivers who are 65 years or older. Other discounts are optional, and may include driver-training, multi-vehicle or other Commissioner-approved factors that reduce either the risk or extent of injuries or damage. Whether insurance companies are required to offer a particular discount by law or simply choose to offer it, the amount of those discounts may vary somewhat from company to company. When shopping for your new policy, be sure to find out what types of discounts each company offers, and how much each of those discounts reduce your premium.

Mandatory Discounts

All companies must offer the following discounts:

Age 65 or Older

At least a 25% discount for all coverages will be applied to a premium after all other discounts and rating factors if the driver meets the following conditions:

- The principal operator is 65 years or older,
- The vehicle is not operated by an Inexperienced Operator (less than 6 years driving experience), and
- The vehicle is not customarily used for business

Anti-Theft

Anti-theft discounts on Part 9 might be available for motorcycles with various types of qualifying anti-theft devices. Your insurance company or agent can provide you with a list of the qualifying anti-theft devices and the corresponding discounts available.

Multiple Motorcycles

We provide this discount for policies insuring two or more motorcycles.

Optional Discounts

Companies may offer many discounts in addition to the ones listed above. Some examples of discounts that you might find include:

- Responsible Driver
- LoJack® Device
- Paid-in-Full
- Claim-Free Renewal
- Motorcycle Endorsement
- Other Policies with the Company
- Safety Course
- Transfer from another company
- Prompt Payer
- Motorcycle Association Membership

Each company will set eligibility requirements for optional discounts. Talk to your agent or company representative to learn what is available and if you qualify.

Group Discounts

In recent years, many insurers have been offering discounts to numerous groups to attract new customers. These discounts will decrease your entire insurance premium. 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 discount.

Part IV. My driving record

Beginning in April 2008

As of April 1st, 2008, Massachusetts drivers will have the benefit of a competitive motorcycle insurance market. This means that the old system where motorcycle rates are set by the Commissioner of Insurance no longer exists. In a competitive market, insurance companies may set their own rates. In addition, insurance companies may choose to develop their own Merit Rating Plan or they can decide to continue to use the existing Safe Driver Insurance Plan (SDIP). In any event, all insurance company rates and Merit Rating Plans must be approved by the Commissioner of Insurance.

What is a Merit Rating Plan?

Under the new competitive market system, insurance companies will be permitted to develop their own rules - known as Merit Rating Plans - to determine if and how they will impose surcharges on your premium for at-fault accidents and traffic violations. For example, an insurance company's Merit Rating Plan might offer an accident forgiveness option where surcharge points will not be applied for your first at-fault accident under certain circumstances.

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.

What is the Safe Driver Insurance Plan (SDIP)?

Companies can also choose to adopt the existing SDIP system as their Merit Rating Plan. The SDIP is the point based system that lowers premiums for drivers with clean driving records, and increases premiums for drivers with traffic violations and at-fault accidents. Auto policies written through the Massachusetts Automobile Insurance Plan (MAIP) use the SDIP system as the company's merit rating plan. For more specific details about the SDIP, visit the Merit Rating Board's website at www.mass.gov/mrb.

Driving Safely Can Reduce Your Premium

Companies are free to create Merit Rating Plans or use the existing SDIP. These plans lower your premium based on years of incident-free driving, or raise your premium based on at-fault accidents and traffic violations. Most insurance company Merit Rating Plans and the SDIP provide good driver discounts to drivers with clean driving records. Driving safely and maintaining a clean driving record will almost certainly reduce your motorcycle insurance premium.

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. You can receive a copy of your 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 download the form from the MRB’s website at www.mass.gov/mrb or you can call 617-351-4400 to obtain the form.

Operators New to Massachusetts

If you are new to Massachusetts you may be assigned to an insurer through the MAIP. MAIP policies use the SDIP system for a Merit Rating Plan. This allows drivers new to Massachusetts to get credit for their safe driving in other jurisdictions. If a driver new to Massachusetts was licensed in another state or country within the last 6 years, the driver will initially have zero (0) SDIP surcharge points. However, the new driver will not be eligible for any safe driving discounts.

If a new driver’s Motor Vehicle Report (MVR) is electronically available, the insurer will be responsible for obtaining it from the state or country where the driver was previously licensed. If an MVR is not electronically available, the driver can obtain an official driving record, or a record from a previous insurer, and submit it to the current insurer. If that driving record is not in English, the driver must obtain a translation certified true and correct by a translator, attach it to the driving record, and submit it to the current insurer.

Merit Rating Board

The Merit Rating Board is the state agency that maintains operator driving history records and is responsible for the administration of the Safe Driver Insurance Plan. The MRB receives and maintains information from insurance companies, police departments, and Massachusetts courts regarding at-fault accidents and motor vehicle traffic violations.

If you are a listed driver on a Massachusetts private passenger motor vehicle insurance policy assigned through the MAIP, the MRB will determine your SDIP rating and report it to your insurance company. If you obtain your policy through the voluntary market and your insurance company uses its own merit rating plan, the insurance company will use the information from the MRB’s driving history record, your application, and/or other motor vehicle reports provided by state agencies to determine your premium. You can learn more about the MRB and the SDIP by visiting our website at www.state.ma.us/mrb or you can contact the Merit Rating Board’s Customer Service Section at 617-351-4400.

Part V. Accidents, Claims & Fraud

Everyone Pays for Insurance Fraud

Motorcycle 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 concerning where your motorcycle is garaged or who customarily drives 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 you 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 your motor vehicle accident or your insurance claim - including other operators, any passengers, the repair shop, the appraiser, or any employee of the insurer - 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 an auto theft. You will be able to speak confidentially with an investigator about your suspicions.

Finally, be sure that your motorcycle body repair shop is registered with the Division of Standards 1-617-727-3480.

The Use of Original Equipment Manufacturer (OEM) Parts in the Repair of Your Vehicle

OEM Parts - No Additional Charge to Owner

You are entitled to the use of Original Equipment Manufacturer (OEM) parts in the repair of your vehicle under any of the following circumstances:

- Your vehicle has been driven for no more than 20,000 miles,
- The operational safety of the vehicle would otherwise be impaired, or
- After reasonable and diligent effort, an appropriate rebuilt, aftermarket or used part cannot be located.

If you do not meet any of the criteria listed above, you can always require your motorcycle repairer to use OEM parts, but you might be required to pay the increased cost that may result.

Whenever repairs are to be made to a vehicle using non-OEM parts, state law requires that notice must be given by the appraiser and repairer to the owner prior to repairs being made.

Optional Endorsement for OEM Parts

Some insurers may offer an endorsement covering the amount necessary to replace any

damaged “crash part” which cannot be repaired, with an OEM part. You must pay additional premium for this optional endorsement. Contact your agent or insurance company to see if they offer this endorsement.

Part VI. Things to Remember

Pre-Insurance Inspection

A Pre-Insurance inspection of used private passenger motor vehicles prior to providing coverage for Collision, Limited Collision or Comprehensive is required unless waived by your insurer. 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 covering a vehicle registered with the Registry of Motor Vehicles, 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.

Safety Inspection and Premium Payment

It is your responsibility to make sure that your safety inspection sticker is current. If you fail to keep your sticker current, you may be fined and surcharged. You must pay your premium to avoid cancellation of your insurance. On the effective date, cancellations are electronically reported to the Registry of Motor Vehicles.

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

Travel Outside Massachusetts

If you travel outside of Massachusetts to another state or to Canada, it is a good idea to have your insurance policy or proof of insurance with you. Your agent or insurance company can provide these forms.

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 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

<XXXXXXXXXX X XXXXXXXX>
<9999 XXXXXXXX XX>
<XXXXXXXXXX XX 999999>

<XXXXXXXXXX X XXXXXXXX>
<9999 XXXXXXXX XX>
<XXXXXXXXXX XX 999999>

Policy number: <XXXXXXXXXX-X>

Underwritten by:
<XXXXXXXXXX XXXXXXX XXXXXXXXXX XXX>
<XXXXX XX, XXXX>
Policy Period: <1XXXXX XX, XXXX> - <2XXXXX XX, XXXX>
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progressive.com
Online Service
Make payments, check billing activity, update policy information or check status of a claim.

800-PROGRESSIVE (800-776-4737)
For customer service and claims service
24 hours a day, 7 days a week

Motorcycle Insurance Coverage Summary

This is your Coverage Selections Page

Your coverage begins on <XXXXXXXXXX XX,XXXX1> at the later of 12:01 a.m. or the effective time shown on your application. This policy period ends <XXXXXXXXXX XX,XXXX2> at 12:01 a.m. **HOWEVER, IF YOU RECEIVE OR HAVE RECEIVED AN ENDORSEMENT FROM US STATING AN EXPIRATION DATE DIFFERENT THAN THE ONE STATED ON THIS COVERAGE SELECTIONS PAGE, YOUR POLICY WILL EXPIRE ON THE DATE STATED ON THAT ENDORSEMENT.**

This page and any attached endorsements form a part of your policy 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. The policy contract is form xxxx XX (xx/xx). The contract is modified by form XXXX (xx/xx).

Drivers and household members

	Additional Information
JOHN INSURED	Named insured

Outline of coverage

This policy provides only the coverages which this Coverage Selections Page indicates you have.

General policy coverage	Limits	Deductible	Premium
Transport Trailer Physical Damage Coverage (Part 14)	<\$xx,xxx>		<xx>
Total general policy coverage			<\$xx>

Motorcycle X (Programming note: The variable represents 1,2, 3, or 4)

2002 Honda VT800 Engine Displacement XXXX cc's

VIN: **XXX999999999999999**

Principal garaging address: <xxxxx>

(Programming note: The heading below is state specific. The following heading will not display on SM only and Off-Road vehicle only policies.)

Coverages Parts 1-14

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>

Deductible applies to You

Note: Personal Injury Protection does not cover owners or operators of or guests upon motorcycles who suffer bodily injury while operating, or riding upon, such vehicles.

BI Caused By An Uninsured Motor Vehicle (Part 3) <\$xx,xxx> each person/<\$xx,xxx> each accident <xxx> <xxx>
 (Compulsory Limits \$20,000/\$40,000)

Damage To Someone Else's Property (Part 4) <\$xx,xxx> each accident <xxx> <xxx>
 (Compulsory Limit \$5,000)

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>

Collision (Part 7) Agreed Value <\$xx,xxx> <\$xxx> w/waiver <xxx>

Limited Collision (Part 8) Agreed Value <\$xx,xxx> <\$xxx> <xxx>

Comprehensive (Part 9) Agreed Value <\$xx,xxx> <\$xxx> <xxx>

Roadside Assistance (Part 11) <xx>

Roadside Assistance (Part 11) <xx>

with Trip Interruption (Part 10) \$500 each occurrence

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

Accessory Coverage (Part 13) <\$x,xxx> included

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

Total premium for Motorcycle X <\$xx>

.....
Total 12 month policy premium <\$xxx,xxx>

Part 5 – Optional Bodily Injury To Others

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

(Programming note: Print the below paragraph only once if BI Caused by an Underinsured Motor Vehicle is purchased on any vehicle on the policy.)

Part 12 – Bodily Injury Caused By An Underinsured Motor Vehicle

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

Premium discounts

Several discounts are available and your premium has been reduced if one or more discounts are indicated below. Contact customer service for further details.

Policy	Discount will display if applicable
<XXXXXXXX-X>	
Driver	Discount will display if applicable
Joe Insured	
Vehicle	Discount will display if applicable
2002 HONDA VT800	

Lienholder and Additional Interest information

Lienholder:	LP #1
	<Lienholder Name>
	<Lienholder Address>
	<Year, Make and Model >
Additional Interest:	ADDITIONAL INTEREST
	<Additional Interest Name>
	<Additional Interest Addresss>

Driver information

Name	Date of Birth		
.....		
XXX XXXXXXXX	XXX XXX XXXX		
Current driver's license #	License status	Years licensed	Operator Status
XXXXXXXXXX	XXXX	XX	XXXXXXXXXXXXX
.....			

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

NOTICE: If you or someone else on your behalf has knowingly given us false, deceptive, misleading or incomplete information and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy. Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of all household members and customary operators required to be listed and the answers given above for all listed operators. We may also limit our payments under Part 3 and Part 4. Check to make certain that you have correctly listed all operators and the completeness of their previous driving records. We may verify the accuracy of the previous driving records of all listed operators.

We will not pay for a collision or limited collision loss for an accident which occurs while your 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.

Notice regarding accessory coverage

Subject to your limits of coverage, if you have paid a premium for Comprehensive Coverage and you do not have Agreed Value on your motorcycle or off-road vehicle, you will receive coverage for any loss arising from theft or damage to any accessory attached to your motorcycle or off-road vehicle up to \$3,000. "Accessory coverage" means equipment, devices, enhancements, and changes, other than those that are original manufacturer installed, which alter the appearance or performance of a covered vehicle.

Please be aware that accessories may have been added to your motorcycle or off-road vehicle by any previous owner, including a dealership. In this event, the cost for any accessory may have been included in the purchase price of the motorcycle or off-road vehicle. If the value of any such accessory exceeds \$3,000, you may wish to purchase additional coverage. This coverage is available for an additional premium and affords protection for up to \$30,000 worth of accessories.

Countersigned by _____

Authorized Signature

Authorized Signature

Progressive®

**MASSACHUSETTS
MOTORCYCLE INSURANCE POLICY**

PLEASE READ YOUR POLICY. Part of the policy is a page marked “Coverage Selections.” It shows the types and amounts of coverage you have purchased. As you read the policy, check the Coverage Selections Page to make sure it shows exactly what you intended to buy. If there is any question, call your agent or company right away.

Form 5979 MA (10/08)

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COVERAGE SELECTIONS PAGE

INTRODUCTION

This insurance policy is a legal contract between the policy owner (you) and the company (we or us). It insures you and **your motorcycle** for the period shown on the Coverage Selections Page. However, if you receive an endorsement from us stating a different expiration date, the expiration date stated on the endorsement will control.

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

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

Compulsory Insurance

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

Optional Insurance

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

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

Please read the whole policy to see what kinds of insurance are available to cover these different situations. At the same time, you should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will be displayed on the Coverage Selections Page. If a coverage is not displayed, you do not have that coverage.

Sometimes you and we will agree to change this policy. The only way that can be done is by an "Endorsement" added to the basic policy form. All endorsements must be in writing. They then become part of this policy.

We are pleased to have you as a customer and hope you have a safe and accident-free year. But if you need us, we are here to help you. If you have an accident or loss, or if someone sues you, contact us at 1-800-274-4499.

Do the same if you have any questions or complaints. If you think we have treated you unfairly at any time, you may contact the Division of Insurance, (617) 521-7777.

DEFINITIONS

Throughout this policy:

1. **We, Us or Our** – refers to the company issuing this policy.
2. **You or Your** – refers to a person shown as a named insured on the Coverage Selections Page.
3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the ownership, maintenance or use of a motorcycle.
4. **Auto** – means a land motor vehicle or trailer but does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or trailer while it is located for use as a residence or premises. We will consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
 - D. Any vehicle not subject to Massachusetts Motor Vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).
 - E. Any motorcycle.
5. **Motorcycle** – means a motorcycle, motorbike, motor scooter, or motorized trike that is designed for operation principally upon public roads and has at least two wheels, but not more than three wheels. The term motorcycle also includes a **motorcycle trailer**. The term motorcycle does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or **motorcycle trailer** while it is located for use as a residence or premises. We will consider such a vehicle to be a motorcycle while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads.
 - D. Any vehicle not subject to Massachusetts Motor Vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle (ATV).

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

6. **Your Motorcycle** – means:
 - A. The vehicle or vehicles described on the Coverage Selections Page.
 - B. Any motorcycle while used as a temporary substitute for the described motorcycle while that motorcycle is out of normal use because of a breakdown, repair, servicing, loss or destruction. But the term “your motorcycle” does not include a substitute vehicle owned by you or your spouse.

- C. A motorcycle to which you take title or lease as a permanent re-placement for a described motorcycle or as an additional motorcycle. We provide coverage for an additional motorcycle only if you ask us to insure it within seven days after you take title or the effective date of the lease.

A replacement or additional motorcycle must not be used for the delivery or transportation of goods or materials.

The Agreed Value and Total Loss Coverage options described in Parts 7, 8 and 9 below do not apply to the substitute, replacement or additional motorcycles discussed in paragraphs B. and C. above. Instead, we will pay the cost to physically repair the substitute, replacement, or additional motorcycle or any of its parts up to the actual cash value of the motorcycle or any of its parts at the time of the **collision** or loss. The most we will pay will be either the actual cash value of the substitute, replacement, or additional motorcycle or the cost to physically repair the substitute, replacement or additional motorcycle, whichever is less.

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

- 7. **Motorcycle Trailer** – means a vehicle designed to be pulled by a motorcycle and designed for use on public roads.
- 8. **Occupying** – means in, upon, entering into, getting out of, mounting or dismounting.
- 9. **Collision** – means the accidental upset of **your motorcycle** or any physical contact of **your motorcycle** with another object.
- 10. **Household Member** – means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
- 11. **Pedestrian** – includes anyone incurring bodily injury as a result of being struck by an auto or motorcycle in an accident and who is not occupying an auto or motorcycle at the time of the accident.
- 12. **Accessory** – means equipment, devices, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of **your motorcycle**. This includes, but is not limited to:
 - A. Any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media, that are permanently installed on **your motorcycle** using bolts or brackets, including slide-out brackets;
 - B. Sidecars;
 - C. Custom paint, custom plating, and custom exhaust;
 - D. **Motorcycle trailers**; and
 - E. **Safety riding apparel**.

13. Safety riding apparel – means safety apparel specifically designed to minimize injury from an accident, including, but not limited to, helmets, leathers, riding boots, riding gloves, and protective eyewear.

14. Transport trailer – means a non-motorized trailer designed to be towed on public roads by a land motor vehicle and principally designed for transporting **your motorcycle**.

OUR AGREEMENT

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

We agree to provide the insurance protection you purchased for accidents which happen while this policy is in force.

You agree to pay premiums when due and to cooperate with us in case of accidents or claims.

Our contract consists of this policy, the Coverage Selections Page, any endorsements agreed upon, and your application for insurance. Oral promises or statements made by you or our agent are not part of this policy.

There are many laws of Massachusetts relating to motorcycle insurance. We and you must and do agree that, when those laws apply, they are part of this policy.

COMPULSORY INSURANCE

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

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

Your Compulsory Insurance does not pay for any damage to **your motorcycle** no matter what happens to it.

PART 1. BODILY INJURY TO OTHERS

Under this Part, we will pay damages to people injured or killed by **your motorcycle** in Massachusetts accidents. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will pay only if you or someone else using **your motorcycle** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many motorcycles or premiums are shown on the Coverage Selections Page.

We will not pay:

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

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

If a claim is covered by us and also by another company authorized to sell auto insurance or motorcycle insurance in Massachusetts, we will pay only our proportionate share. If someone covered under this Part is using a motorcycle he or she does not own at the time of the accident, the owner's insurance for that motorcycle must pay its limits before we pay. Then, we will pay, up to the limits shown on your Coverage Selections Page, for any damages not covered by that insurance.

PART 2. PERSONAL INJURY PROTECTION

Personal Injury Protection does not cover owners or operators of, or guests upon, motorcycles who suffer bodily injury while operating, or riding as a guest upon, such vehicles.

The benefits under this Part are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the accident.

Subject to the bold-faced paragraph above, we will pay the benefits described below to you and other people injured or killed in auto or motorcycle accidents. For any one accident, we will pay as many people as are injured, but the most we will pay for injuries to any one person is \$8,000. This is the most we will pay no matter how many motorcycles or premiums are shown on the Coverage Selections Page.

We will pay three kinds of benefits:

A. Medical Expenses

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

B. Lost Wages

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

C. Replacement Services

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

We will pay PIP benefits to or for:

1. You, or anyone living in your household, if injured while **occupying** an auto which does not have Massachusetts Compulsory Insurance or if struck by an auto or motorcycle which does not have Massachusetts Compulsory Insurance.
2. Any **pedestrian**, including you, if struck by **your motorcycle** in Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your motorcycle** outside of Massachusetts.

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

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

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

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

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

We will not pay PIP benefits to or for:

1. Anyone who, at the time of the accident, was operating or occupying a motorcycle, any motor vehicle not subject to motor vehicle registration, or a motorized bicycle, including a moped.

2. Anyone who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to benefits under any workers' compensation law for the same injury.

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

If anyone is entitled to PIP benefits and also to benefits under another Part of this policy, we will pay from this Part first.

We will not pay PIP benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a court judgment or settlement.

If anyone covered under this policy is also entitled to PIP benefits from any other auto policy or motorcycle policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most. In that case, each insurer will pay only its proportionate share. We will not pay benefits under this Part which duplicate payments made under the No-Fault coverage of any other auto policy or motorcycle policy.

PART 3. BODILY INJURY CAUSED BY AN UNINSURED MOTOR VEHICLE

Sometimes an owner or operator of an auto or motorcycle legally responsible for an accident is uninsured. Some accidents involve unidentified hit-and-run autos or motorcycles. Under this Part, we will pay damages for bodily injury to people injured or killed in certain accidents caused by uninsured or hit-and-run autos or motorcycles. We will pay only if the insured person is legally entitled to recover from the owner or operator of the uninsured or hit-and-run auto or motorcycle. We will pay for hit-and-run accidents only if the owner or operator causing the accident cannot be identified.

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

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

We will pay damages to or for:

1. You, while **occupying your motorcycle**, while **occupying** an auto or motorcycle you do not own, or if injured as a **pedestrian**.
2. Any **household member**, while **occupying your motorcycle**, while **occupying** an auto or motorcycle not owned by you or if injured as a **pedestrian**. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay

damages to or for any **household member** who has a Massachusetts auto policy or motorcycle policy of his or her own, or who is covered by any Massachusetts auto policy or motorcycle policy of another **household member** providing uninsured auto insurance, or uninsured motorcycle insurance, with higher limits.

3. Anyone else while **occupying your motorcycle**. We will not pay damages to or for anyone else who has a Massachusetts auto policy or motorcycle policy of his or her own, or who is covered by any Massachusetts auto policy or motorcycle policy of another **household member** providing uninsured auto insurance or uninsured motorcycle insurance.
4. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this Part.

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

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

We will not pay damages to or for you, if struck by, or while **occupying** an auto or motorcycle you own and which does not have Massachusetts compulsory insurance.

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

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

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

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

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

We will pay the balance of the damages up to the limits shown for this Part on your Coverage Selections Page.

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

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

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

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

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

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

PART 4. DAMAGE TO SOMEONE ELSE’S PROPERTY

Under this Part, we will pay damages to someone else whose auto, motorcycle, or other property is damaged in an accident. The damages we will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. We will pay only if you or a **household member** is legally responsible for the accident and the accident arises out of the ownership, maintenance or use of a motorcycle by you or a **household member**. We will also pay if someone else using **your motorcycle** with your consent is legally responsible for the accident. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.

We will not pay for property damage which occurs:

1. While **your motorcycle** is being used as a public or livery conveyance. This does not apply to the use of **your motorcycle** in a share-the-expense ride-share arrangement or in an expense reimbursement program either as a volunteer or at work.

2. While any motorcycle is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos or motorcycles. This exclusion does not apply to the ownership, maintenance or use of **your motorcycle** by you or a **household member**.
3. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos or motorcycles.
4. While a **household member**, other than your spouse, is using a motorcycle which you or any **household member** owns or uses regularly unless a premium for this Part is shown for that motorcycle on the Coverage Selections Page.
5. While you or your spouse, if a **household member**, is using a motorcycle which you or your spouse, if a **household member**, owns or uses regularly unless a premium for this Part is shown for that motorcycle on the Coverage Selections Page.
6. To an auto, motorcycle or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto, motorcycle, or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.
7. When the property damage is caused by anyone using a motorcycle without the consent of the owner.

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

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

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

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

OPTIONAL INSURANCE

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

With the exception of Roadside Assistance (Part 11), Accessory Coverage (Part 13), and Transport Trailer Physical Damage Coverage (Part 14) we must sell you any or all of the Optional coverages you wish, subject to certain deductibles and limits specified in Massachusetts law. However, Massachusetts

law provides that we may refuse to sell Collision (Part 7) and Comprehensive (Part 9), or both, in certain specified instances. We also may refuse to sell you Total Loss Coverage and/or Agreed Value Coverage described under Collision (Part 7), Limited Collision (Part 8) and Comprehensive (Part 9) below.

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

We will not pay under any of the Optional coverages:

1. If the accident happens while **your motorcycle** is being used as a public or livery conveyance. This does not apply to the use of **your motorcycle** in a share-the-expense ride-share arrangement or in an expense reimbursement program either as a volunteer or at work.
2. For loss of or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, except to the extent that such equipment is covered under Accessory Coverage (Part 13) or except to the extent that such equipment is a stock component installed by the manufacturer at the factory during production of the motorcycle.
3. For loss or damage to equipment designed for the detection or avoidance of any law enforcement speed measuring device. This does not apply to electronic equipment designed solely for safety warning systems.
4. For injury or damage that is intentionally caused by you, a **household member** or anyone else using **your motorcycle** with your consent.
5. For loss of or damage to any **motorcycle trailer**, except to the extent that it is covered under Accessory Coverage (Part 13).
6. For loss of or damage to any **transport trailer**, except to the extent that it is covered under Transport Trailer Physical Damage Coverage (Part 14).

PART 5. OPTIONAL BODILY INJURY TO OTHERS

If you have paid the premium for this coverage, under this Part, we will pay damages to people injured or killed in accidents if you or a **household member** is legally responsible for the accident and the accident arises out of the ownership, maintenance or use of a motorcycle by you or a **household member**. We will also pay damages if someone else using **your motorcycle** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement.

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

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

We will not pay:

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

If the accident occurs in any other state or in a Canadian province and you have purchased any coverage at all under this Part, your policy will automatically apply to that accident, as follows, if the state or province has:

1. A financial responsibility law or similar law requiring limits of liability for bodily injury or property damage higher than the limits you have purchased, your policy will provide the higher required limits.
2. A compulsory insurance or similar law requiring **your motorcycle** to have insurance whenever it is used in the state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

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

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

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

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

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

PART 6. MEDICAL PAYMENTS

If you have paid the premium for this coverage, under this Part, we will pay reasonable expenses for necessary medical and funeral services incurred as a result of an accident.

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

We will not pay for expenses resulting from injuries to:

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

We will not pay for expenses incurred more than two years after the date of the accident. We will not pay under this Part for any expenses that are payable, or would have been payable except for a deductible, under the PIP coverage of this policy or any other Massachusetts auto policy or motorcycle policy.

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

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

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

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

PART 7. COLLISION

If you have paid the premium for this coverage, under this Part, we will pay for any direct and accidental damage to **your motorcycle** caused by a **collision**. We will also pay for **collision** damage to other motorcycles while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault.

The following limits of coverage apply under this Part:

1. Subject to paragraph 2 below, we will pay the cost to physically repair the motorcycle or any of its parts up to the actual cash value of the motorcycle or any of its parts at the time of the **collision**.
2. The most we will pay will be either the actual cash value of the motorcycle or the cost to physically repair the motorcycle, whichever is less.
3. If there is a total loss to **your motorcycle**, and the Coverage Selections Page shows that you have Total Loss Coverage for that motorcycle, paragraph 2 above will not apply and instead the most we will pay will be the Manufacturer Suggested Retail Price of a current model year motorcycle that is the same make and model as that motorcycle.
4. If your Coverage Selections Page shows an Agreed Value for Collision coverage for **your motorcycle**, paragraphs 1-3 above will not apply to loss to that motorcycle. Instead, we will pay the cost to repair that motorcycle or any of its parts up to the Agreed Value shown on the Coverage Selections Page for that motorcycle. The most we will pay will be either the Agreed Value shown on the Coverage Selections Page for that motorcycle, or the cost to physically repair that motorcycle, whichever is less.

We will, at our option, pay to repair the motorcycle, pay to repair or replace any of its parts, or declare the motorcycle a total loss. If the repair of a damaged part will impair the operational safety of the motorcycle we will pay to replace the part.

In all cases except the total loss of **your motorcycle** for which the Coverage Selections Page shows an Agreed Value for Collision coverage, we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

If the Coverage Selections Page indicates a waiver of deductible for a particular motorcycle, the deductible amount shown on the Coverage Selections Page for this Part does not apply to that motorcycle if:

1. The motorcycle was legally parked when struck by another motorcycle or auto owned by an identified person.
2. The motorcycle was struck in the rear by another motorcycle or auto moving in the same direction and owned by an identified person.
3. The operator of the other motorcycle or auto was convicted of any of the following violations:
 - a. Operating under the influence of alcohol, marijuana, or a narcotic drug.
 - b. Driving the wrong way on a one-way street.
 - c. Operating at an excessive rate of speed.
 - d. Any similar violation of any similar law of another state in which the accident occurs.

However, we will not pay if the operator of the motorcycle covered under this Part was also convicted of one of the above violations.

4. You are entitled to recover in court against an identified person for some reason other than those listed above.

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

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

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

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

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

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

PART 8. LIMITED COLLISION

If you have paid the premium for this coverage, under this Part, we will pay in some situations for direct and accidental damage to **your motorcycle** caused by a **collision**. We will also pay in these situations for damage to other motorcycles while being used by you or a **household member** with the consent of the owner.

The following limits of coverage apply under this Part:

1. We will pay the cost to physically repair the motorcycle or any of its parts up to the actual cash value of the motorcycle or any of its parts at the time of the **collision**. The most we will pay will be either the actual cash value of the motorcycle or the cost to physically repair the motorcycle, whichever is less.
2. If your Coverage Selections Page shows an Agreed Value for Limited Collision coverage for **your motorcycle**, paragraph 1 above will not apply. Instead, we will pay the cost to repair that motorcycle or any of its parts up to the Agreed Value shown on the Coverage Selections Page for that motorcycle. The most we will pay will be either the Agreed Value shown on the Coverage Selections Page for that motorcycle, or the cost to physically repair that motorcycle, whichever is less.

We will, at our option, pay to repair the motorcycle, pay to repair or replace any of its parts, or declare the motorcycle a total loss. If the repair of a damaged part will impair the operational safety of the motorcycle we will pay to replace the part.

In all cases except the total loss of **your motorcycle** for which the Coverage Selections Page shows an Agreed Value for Limited Collision coverage, we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

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

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

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

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

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

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

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

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

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

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

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

PART 9. COMPREHENSIVE

If you have paid the premium for this coverage, under this Part, we will pay for direct and accidental damage to or loss of **your motorcycle** other than damage caused by **collision**. We will also pay for such damage or loss to other motorcycles while being used by you or a **household member** with the consent of the owner.

The following limits of coverage apply under this Part:

1. Subject to paragraph 2 below, we will pay the cost to physically repair the motorcycle or any of its parts up to the actual cash value of the motorcycle or any of its parts at the time of loss.
2. The most we will pay will be either the actual cash value of the motorcycle or the cost to physically repair the motorcycle, whichever is less.
3. If there is a total loss to **your motorcycle**, and the Coverage Selections Page shows that you have Total Loss Coverage for that motorcycle, paragraph 2 above will not apply and instead the most we will pay will be the Manufacturer Suggested Retail Price of a current model year motorcycle that is the same make and model as that motorcycle.
4. If your Coverage Selections Page shows that you have Agreed Value for Comprehensive coverage for **your motorcycle**, paragraphs 1-3 above will not apply. Instead, we will pay the cost to repair that motorcycle or any of its parts up to the Agreed Value shown on the Coverage Selections Page for that motorcycle. The most we will pay will be either the Agreed Value shown on the Coverage Selections Page for that motorcycle, or the cost to physically repair the motorcycle, whichever is less.

We will, at our option, pay to repair the motorcycle, pay to repair or replace any of its parts, or declare the motorcycle a total loss. If the repair of a damaged part will impair the operational safety of the motorcycle we will pay to replace the part.

In all cases except the total loss of **your motorcycle** for which the Coverage Selections Page shows an Agreed Value for Comprehensive coverage, we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page. Your deductible does not apply to glass breakage.

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

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

If **your motorcycle** is stolen, you must report the theft to us and the police.

If **your motorcycle** is found after being stolen, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the motorcycle and for repairs will not be more than the limit of coverage applicable under this Part to that motorcycle.

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

Massachusetts law requires that if we pay for the total loss of **your motorcycle** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement motorcycle unless it is made reasonably available for our inspection within two Registry of Motor Vehicles

business days following the day you acquired it. We may also raise your deductible unless you install an approved anti-theft device in the replacement motorcycle.

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

PART 10. TRIP INTERRUPTION

If you have paid the premium for this coverage for **your motorcycle**, under this part, we will reimburse interruption expenses as described below when that motorcycle is disabled due to mechanical breakdown or a covered Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) loss, even if you have not paid a premium for Collision, Limited Collision, or Comprehensive coverage under this policy.

For this coverage to apply, the disablement must occur more than 100 miles from the insured's primary residence.

When **your motorcycle** is disabled, interruption expenses consist of the following:

1. Up to \$100 per day for lodging;
2. Up to \$50 per day for meals; and
3. Up to \$50 per day for alternate transportation.

Coverage is limited to \$500 per disablement. Payment of Trip Interruption benefits will not obligate us to make any payment under any other coverage in this policy.

Coverage under this Part will not apply to disablement:

1. That occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
2. Due to or during tire repair;
3. Associated with repeated service calls for **your motorcycle** in need of routine maintenance or repair; or
4. That results from an intentional or willful act or action by **you**, a **household member** or the operator of **your motorcycle**.

PART 11. ROADSIDE ASSISTANCE

If you have paid the premium for this coverage for **your motorcycle**, we will pay under this part for our authorized service representative to provide the following services for that motorcycle when necessary due to a **covered emergency**:

1. Towing of that motorcycle to the nearest qualified repair facility; and

2. Labor on that motorcycle at the place of disablement.

“**Covered emergency**” means a disablement within 100 feet of a road or highway that is a result of:

- a. Mechanical or electrical breakdown;
- b. Battery failure;
- c. Insufficient supply of fuel, oil, water, or other fluid;
- d. Flat tire;
- e. Lock-out; or
- f. Entrapment in snow, mud, water or sand.

If **your motorcycle** is towed to any place other than the nearest qualified repair facility, you will be responsible for any additional charges incurred.

Coverage under this Part will not apply to:

1. The cost of purchasing parts, fluid, lubricants, fuel or replacement keys, or the labor to make replacement keys;
2. Installation of products or materials not related to the disablement;
3. Labor not related to the disablement;
4. Labor on **your motorcycle** for any time period in excess of 60 minutes per disablement;
5. Towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. Towing from a service station, garage, or repair shop;
7. Labor or repair work performed at a service station, garage, or repair shop;
8. Vehicle storage charges;
9. A second service call or tow for a single disablement;
10. Disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
11. Tire repair;
12. Repeated service calls for **your motorcycle** in need of routine maintenance or repair; or
13. Disablement that results from an intentional or willful act or action by you, a **household member**, or the operator of **your motorcycle**.

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of our authorized service representatives, we will pay only reasonable charges, as determined by us, for the following services, if those services are necessary due to a covered emergency:

1. Towing of **your motorcycle** to the nearest qualified repair facility; and
2. Labor on **your motorcycle** at the place of disablement.

Any coverage provided under this Part for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART 12. BODILY INJURY CAUSED BY AN UNDERINSURED MOTOR VEHICLE

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

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

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

We will pay damages to or for:

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

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

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

We will not pay to or for:

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

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

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

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

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

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

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

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

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

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

PART 13. ACCESSORY COVERAGE

We will pay for direct and accidental damage to or loss of **accessories** on **your motorcycle** for which this coverage has been purchased. This coverage applies only if you have purchased Collision (Part 7), Limited Collision (Part 8) and/or Comprehensive (Part 9), and the damage or loss is covered under one of those coverages that you purchased.

Coverage under this Part will not apply for loss:

1. Sustained while any vehicle is being operated in a prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity;
2. To portable equipment, devices, accessories, and any other personal effects that are not permanently installed. This includes, but is not limited to:
 - a. Tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
 - b. Any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, DVDs, or other recording or recorded media;
 - c. Any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - d. CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;
3. To **accessories** in excess of the applicable limits of coverage; or

4. To **safety riding apparel**, except for **collision** damage that occurs while it is being worn by you or a passenger.

The limit of coverage under this Part is the lowest of:

1. The amount necessary to replace **accessories**;
2. The amount necessary to repair **accessories**; or
3. The limit of \$3,000 or any applicable limit of coverage shown on the Coverage Selections Page.

The limit of \$3,000 or any applicable limit of coverage shown on the Coverage Selections Page is the most we will pay for any one accident or loss to **accessories**, regardless of the number of **accessories** sustaining loss.

If **you** have Agreed Value coverage for **your motorcycle**, the agreed value is the most we will pay for all loss to that motorcycle, including its **accessories**.

PART 14. TRANSPORT TRAILER PHYSICAL DAMAGE COVERAGE

We will pay for direct and accidental damage to or loss of a **transport trailer** which you own and for which this coverage has been purchased.

We will not pay if loss occurs while an auto or **transport trailer** is being operated in any prearranged or organized racing speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

The limit of coverage for loss to your owned **transport trailer** is the lowest of:

- a. The amount necessary to replace the stolen or damaged property reduced by the applicable deductible;
- b. The amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible; or
- c. Any applicable limits of coverage shown on the Coverage Selections Page.

GENERAL PROVISIONS AND EXCLUSIONS

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

1. WHERE YOU ARE COVERED

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

2. OUR DUTY TO DEFEND YOU AND YOUR RIGHT TO SETTLE

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

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

3. ADDITIONAL COSTS WE WILL PAY

We will pay, in addition to the limits shown for Compulsory and Optional Bodily Injury To Others (Parts 1 and 5) and Damage to Someone Else's Property (Part 4):

- A. Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits you selected in any suit we defend.
- B. Interest that accrues after judgment is entered in any suit we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.
- C. Up to \$40 a day for loss of earnings, but not for loss of other income, to any person covered under this policy who attends hearings or trials at our request.
- D. Other reasonable expenses incurred at our request.

4. WHAT HAPPENS IF YOU DIE

If you die, we will continue coverage for the period of this policy for:

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

5. OUR RIGHT TO BE REPAID

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the costs of recovery, including reasonable attorney's fees. Any amount recovered, because of a payment we make under Part 3 or Part 12 of this policy shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our

written consent. Any balance then remaining shall be applied to the amounts we have paid under Part 3 or Part 12. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorney's fees.

Sometimes you or someone else may recover money from the person legally responsible for an accident and also receive money from us for the same accident. If so, the amount we paid must be repaid to us to the extent that you or someone else recovers. If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Part 3 or Part 12 of this policy, we must be repaid for any amounts so paid but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

In either case we do not have to be repaid for any money we have paid under Medical Payments (Part 6).

6. WHEN YOU HAVE MORE THAN ONE POLICY WITH US

You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies. However, claims made under Bodily Injury Caused By An Uninsured Motor Vehicle (Part 3) and Bodily Injury Caused By An Underinsured Motor Vehicle (Part 12) are treated differently. The difference is explained in the description of the coverage for that Part.

7. IF YOU GO BANKRUPT

Bankruptcy or insolvency of any person covered under this policy does not relieve us of any of our obligations under this policy.

8. WE DO NOT PAY FOR NUCLEAR LOSSES OR WAR LOSSES

We will not pay under Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) for any person who is an insured under a nuclear energy liability policy or who would be an insured under such a policy had it not already exhausted its limits. We will not pay under Accessory Coverage (Part 13) and Transport Trailer Coverage (Part 14) for any property which is insured under a nuclear energy liability policy or which would be insured under such a policy had it not already exhausted its limits.

We will not pay under Medical Payments (Part 6), Collision, Limited Collision or Comprehensive (Parts 7, 8 and 9), Accessory Coverage (Part 13), and Transport Trailer Coverage (Part 14) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion or revolution or any act incident to any of these.

9. WE DO NOT PAY FOR ORDINARY WEAR OR TEAR

We will not pay for damage to **your motorcycle** which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.

10. IF WE PAY FOR A TOTAL LOSS

If we pay for the total loss of **your motorcycle**, we have the right, if we so choose, to take title to that motorcycle. We also have the right, if we so choose, to take any damaged part for which we pay.

11. REPAIR AND PAYMENT AFTER A COLLISION OR LOSS; IF WE DISAGREE ON THE AMOUNT OF DAMAGE (PARTS 7, 8 AND 9)

Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9), you must allow us to have the motorcycle appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have **your motorcycle** repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make **your motorcycle** available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value or Agreed Value of **your motorcycle** or the Manufacturer Suggested Retail Price of a replacement motorcycle, whichever is applicable, if you have further claims. If you later give us proof of proper repair, the actual cash value, Agreed Value, or Manufacturer Suggested Retail Price, whichever is applicable, will be increased.

If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have **your motorcycle** repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

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

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

12. SALES TAX

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

13. SECURED LENDERS

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

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

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

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

14. NO BENEFITS TO ANYONE IN THE AUTO OR MOTORCYCLE BUSINESS

Coverage under Collision, Limited Collision, Comprehensive, Accessory Coverage, and Transport Trailer Coverage (Parts 7, 8, 9, 13, and 14) shall not in any way benefit any person or organization having possession of **your motorcycle** for the purpose of servicing, repairing, parking, storing, or transporting it or for any similar purpose.

15. IF TWO OR MORE MOTORCYCLES ARE INSURED UNDER THIS POLICY

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

16. TRAILERS

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

17. PREMIUMS FOR EXTENSIONS OR RENEWALS

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

18. FALSE INFORMATION

If you or someone on your behalf gives us false, deceptive, misleading or incomplete information in any application or policy change request and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional

Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all **household members** and customary operators required to be listed and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under Part 3 and Part 4 of this policy.

19. CHANGES WHICH AFFECT PREMIUM

If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges, including the description, ownership, type of usage and place of garaging of **your motorcycle** and the **household members** and individuals who customarily operate **your motorcycle**.

20. PRE-INSURANCE INSPECTION

Massachusetts law requires that we inspect certain motor vehicles before providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9). If inspection of **your motorcycle** is required, the required inspection may be deferred in some cases for ten calendar days (not including legal holidays and Sundays), following the effective date of coverage, or the date on which Form B was mailed, whichever is later.

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

21. COVERAGE FOR ANYONE RENTING A MOTORCYCLE TO YOU - ADDITIONAL INTEREST LESSOR

The coverage provided under:

1. Bodily Injury to Others (Part 1),
2. Personal Injury Protection (Part 2),
3. Bodily Injury Caused by an Uninsured Motor Vehicle (Part 3) up to the Compulsory Limits,
4. Damage to Someone Else's Property (Part 4) up to the Compulsory Limit,

for a motorcycle shown on your Coverage Selections Page also applies to any person shown as an Additional Interest on your Coverage Selections Page and to that person's agents or employees.

The coverage provided for:

1. Amounts over the compulsory limit for Damage to Someone Else's Property (Part 4),
2. Optional Bodily Injury to Others (Part 5),

applies to the person shown as an Additional Interest on your Coverage Selections Page, and to that person's agents or employees, only while the motorcycle is being used by you or on your behalf.

If we cancel this policy, a notice of cancellation will be sent to the Additional Interest.

CANCELLATION AND NONRENEWAL

CANCELLATION

Cancellation of this policy is something you should ordinarily have no reason to worry about.

You can cancel any of the Optional Insurance Parts at any time by giving us at least twenty days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can cancel all of the Compulsory Insurance Parts by furnishing us documentation showing that each of **your motorcycles** meets one of the three following criteria:

1. You have returned the registration plates for **your motorcycle** to the Registry of Motor Vehicles;
2. You have purchased a new policy with another company covering **your motorcycle** and a new Certificate of Insurance is filed with the Registry of Motor Vehicles; or
3. You have transferred title to **your motorcycle**, and have not registered any other motorcycles. In this case, the policy will terminate 30 days from the date of transfer of title.

We can cancel all or any part of this policy including your Compulsory Insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or motorcycle registration has been under suspension or revocation during the policy period.

We can cancel Collision (Part 7) and Comprehensive (Part 9) on a vehicle:

1. customarily driven by or owned by persons who have within the last five years been convicted of vehicular homicide, auto or motorcycle related fraud, or auto or motorcycle theft, or
2. customarily driven by or owned by persons who have within the last five years made an intentional and material misrepresentation in making a claim under those coverages, or
3. customarily driven or owned by persons who have within the last three years, been convicted of any category of driving under the influence of alcohol or drugs, or
4. for which a salvage title has been issued by the Registrar of Motor Vehicles unless a new certificate of title has been issued in accordance with Massachusetts law, or
5. designated as a "high-theft vehicle" which does not have at least a minimum anti-theft or motorcycle recovery device as prescribed by the Commissioner of Insurance.

We may also cancel:

1. Collision (Part 7) on a vehicle customarily driven by or owned by persons who, within three years preceding the effective date of this policy, have been involved in four or more at-fault auto or

motorcycle accidents. An at-fault is one in which you or any person who customarily drives **your motorcycle** was more than 50% at fault; and

2. Comprehensive (Part 9) on a vehicle customarily driven by or owned by persons who have two or more total auto or motorcycle theft or fire insurance claims within the three years immediately preceding the effective date of this policy.

If the driver's license or auto or motorcycle registration of anyone residing in your household who usually operates **your motorcycle** has been under suspension or revocation during the policy period, we may suspend coverage for that person under any of the Optional Insurance Parts of the policy. We may also reduce the limits available for that person under Bodily Injury Caused By An Uninsured Motor Vehicle (Part 3), and Damage To Someone Else's Property (Part 4) to the minimum limits we are required to sell.

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

AUTOMATIC TERMINATION

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

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

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

LEGAL NOTICE REQUIREMENT

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice.

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

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

If the policy is cancelled, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect.

No refund of premium will be sent to you upon cancellation of the policy until we receive a receipt showing that the registration plates assigned to the insured motor vehicle have been returned to the Registry of Motor Vehicles or other document showing that you have replaced the insurance required by law.

If you think that we have cancelled your policy illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

RENEWAL

If we decide not to renew this policy or any of its Parts, we must mail our notice to your agent or to you at your last address shown on the Coverage Selections Page at least 45 days before your policy runs out. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

WHEN THERE IS AN ACCIDENT OR LOSS

FIRST, HELP ANY INJURED PERSON

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

SECOND, NOTIFY THE POLICE, REGISTRY OR FIRE DEPARTMENT

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

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

THIRD, FILE THE CLAIM WITH US

We do not know about accidents or losses until you or someone else notifies us. We, or our agent, must be notified promptly of the accident or loss by you or someone on your behalf. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses. If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts.

If you are filing a claim for damage to **your motorcycle**, you or someone on your behalf must file a proof of loss within 91 days after the accident.

FOURTH, COOPERATE WITH US

After an accident or loss, you or anyone else covered under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. We must be sent copies of all legal documents in connection with the accident or loss.

We may also require you and any person seeking payment under any part of this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

If anyone makes a claim or seeks payment under Personal Injury Protection, Bodily Injury Caused By An Uninsured Motor Vehicle, Medical Payments, or Bodily Injury Caused By An Underinsured Motor Vehicle (Parts 2, 3, 6 or 12), we have a right to require that person to be examined by doctors selected by us. If anyone seeks continuing payments under any of these Parts, we may also require additional examinations at reasonable intervals. We will pay for these examinations. We must also be authorized to obtain medical reports and other records pertinent to the claim.

Failure to cooperate with us may result in the denial of the claim.

**REMEMBER:
DEFENSIVE DRIVING CAN SAVE YOUR LIFE
AND YOUR MONEY**