

**The Premier Insurance Company of Massachusetts**  
**MASSACHUSETTS AUTOMOBILE INSURANCE POLICY**  
**MANDATORY ENDORSEMENT**

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

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**General Provisions And Exclusions**

**21. Actual Cash Value** On Page 30, the following is added:

211 CMR 133.05(1), which governs the determination of actual cash value of a damaged motor vehicle, requires that whenever the appraised cost of repair of the vehicle plus the probable salvage value of the vehicle may be reasonably expected to exceed the actual cash value of the vehicle, the insurer shall determine the vehicle's actual cash value. The insurer's determination shall be based on a consideration of all of the following factors:

- a. The retail book value for a motor vehicle of like kind and quality, but for the damage incurred;
  - b. The price paid for the vehicle plus the value of prior improvements to the motor vehicle at the time of the accident, less appropriate depreciation;
  - c. The decrease in value of the motor vehicle resulting from prior unrelated damage which is detected by the appraiser; and
  - d. The actual cost of purchase of an available motor vehicle of like kind and quality but for the damage sustained.
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# APPLICATION FOR MASSACHUSETTS MOTOR VEHICLE INSURANCE

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

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

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

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

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

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

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

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

**NOTICE** It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone else on your behalf knowingly gives us false, deceptive, misleading or incomplete information in this application and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy.

Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of all household members and customary operators required to be listed and the answers given above for all listed operators. You must notify us of changes that have occurred prior to the renewal of this policy and during the policy period. We may also limit our payments under Part 3 and Part 4.

We will not pay for a collision or limited collision loss for an accident which occurs while your auto is being operated by a household member who is not listed as an operator on your policy. Payment is withheld when the household member, if listed, would require the payment of additional premium on your policy because the household member would be classified as an inexperienced operator or would require payment of additional premium on your policy under the Merit Rating Plan.

**PLEASE CONTINUE AND COMPLETE INFORMATION ON REVERSE**

<b>DRIVER INFORMATION (CONTINUED)</b>		Explain all "Yes" responses in the REMARKS Section. During the last six years have you or any listed operator:					
A. BEEN INVOLVED IN ANY MOTOR VEHICLE ACCIDENT OR BEEN FOUND GUILTY OF ANY MOVING VIOLATION?	YES	NO	D. BEEN CONVICTED OF VEHICULAR HOMICIDE, AUTO RELATED FRAUD, AUTO THEFT, OR DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS?	YES	NO		
B. BEEN ASSIGNED TO AN ALCOHOL EDUCATION PROGRAM?			E. RECEIVED PAYMENT FROM AN INSURANCE COMPANY FOR ANY COMPREHENSIVE CLAIM?				
C. HAD TWO OR MORE TOTAL FIRE OR TOTAL THEFT CLAIMS ?			F. HAD YOUR LICENSE REVOKED OR SUSPENDED?				
<b>LICENSE INFORMATION</b> Once you or the principal operator listed on this application become a resident of Massachusetts, you or the principal operator must obtain a Massachusetts driver's license. A resident of another state may drive in Massachusetts with a currently valid license issued by the individual's state of residence. A visitor from another country who is at least 18 years old and has a valid license issued by a country accepted by the Registrar of Motor Vehicles (in accordance with the 1949 Road Traffic Convention or the 1943 Inter-American Automotive Traffic Convention) may legally drive in Massachusetts for up to one year from the date of arrival in the United States. The failure by you or the principal operator to be properly licensed to operate a motor vehicle in Massachusetts may result in the non-renewal of the automobile insurance policy. For information about the Massachusetts requirements for driver's licenses, please consult the Registry of Motor Vehicle's website at www.mass.gov/rmv.							
<b>MERIT RATING INFORMATION</b> If in the last six years any listed operator had a driver's license in the United States or certain countries whose records are electronically available, we will obtain that official driving record(s) which will be used in assigning merit rating points.							
<b>GENERAL INFORMATION</b>		Explain all "Yes" responses in the REMARKS Section; on Questions 3 - 8 include the auto number.					
1. DO YOU PRESENTLY OWE ANY MOTOR VEHICLE PREMIUM, PAYABLE IN THE LAST TWELVE MONTHS?	YES	NO	5. IS ANY AUTO USED TO TRANSPORT (To or From Work or School): A. FELLOW EMPLOYEES, PASSENGERS OR STUDENTS, FOR A FEE? B. PERSONS EMPLOYED BY YOU?	YES	NO		
2. HAS YOUR AUTOMOBILE INSURANCE POLICY BEEN CANCELED OR NON-RENEWED FOR ANY REASON IN THE LAST THREE YEARS?			6. IS ANY VAN OR PICK-UP EQUIPPED WITH CUSTOM FURNISHINGS OR CUSTOM EQUIPMENT? (If Yes, You May Wish to Purchase Additional Coverage.)				
3. ARE ANY LISTED OPERATORS INCLUDED ON ANOTHER POLICY OR DO THEY HAVE THEIR OWN MASSACHUSETTS PERSONAL AUTOMOBILE POLICY? (LIST OPERATOR #, INSURANCE COMPANY, AND POLICY#)			7. IS ANY AUTO EQUIPPED WITH ELECTRONIC EQUIPMENT PERMANENTLY INSTALLED BUT NOT IN LOCATIONS USED BY THE AUTO MANUFACTURER FOR SUCH EQUIPMENT? (If You Wish to Purchase Coverage For these Items, list Make, Model, Serial #, Amount of Ins. for Items).				
4. IF A VEHICLE IS A MOTORCYCLE, HAS THE PRINCIPAL OPERATOR COMPLETED AN APPROVED MOTORCYCLE RIDER TRAINING PROGRAM?  (ATTACH COPY OF CERTIFICATE OR OTHER EVIDENCE OF COMPLETION)			8. IS ANY AUTO USED IN BUSINESS? (Type of Business) A. IF VAN/PICK-UP, IS IT USED TO DELIVER/TRANSPORT GOODS? B. IS GROSS VEHICLE WEIGHT 10,000 POUNDS OR MORE?				
9. IF ANY AUTO(S) TO BE INSURED IS TITLED WITH A SALVAGE TITLE ISSUED BY THE MASS REGISTRY OF MOTOR VEHICLES, PLEASE INDICATE. (Salvage Title Vehicles Are Not Eligible for Coverage Parts 7, 8, or 9)  AUTO 1 _____ AUTO 2 _____			<b>ATTACHMENTS</b>				
10. IF ANY AUTO(S) LISTED ON THE APPLICATION IS CONSIDERED TO BE AN ANTIQUE AUTO AND YOU WISH TO PURCHASE COVERAGE PARTS 7, 8 OR 9, ATTACH A COPY OF THE CURRENT APPRAISAL.			<input type="checkbox"/> ANTI-THEFT DEVICE CERTIFICATE <input type="checkbox"/> APPRAISAL <input type="checkbox"/> APPROVED DRIVER TRAINING CERTIFICATE <input type="checkbox"/> APPROVED MOTORCYCLE RIDER TRAINING CERTIFICATE. <input type="checkbox"/> CUSTOMIZED EQUIPMENT EVIDENCE <input type="checkbox"/> OPERATOR EXCLUSION FORM <input type="checkbox"/> OUT-OF-STATE DRIVER RECORD <input type="checkbox"/> PRE-INSURANCE FORM <input type="checkbox"/> VEHICLE RECOVERY SYSTEM CERTIFICATE				
11. IF THIS APPLICATION IS FOR A MOTORCYCLE, TRAILER OR RECREATIONAL VEHICLE, AN ANNUAL POLICY WILL BE ISSUED UNLESS INDICATED BELOW:  <input type="checkbox"/> MOTORCYCLE ONLY - ISSUE MY POLICY TO EXPIRE AT 12:01 A.M. ON JANUARY 1ST AND DO NOT RENEW. <input type="checkbox"/> TRAILER OR RECREATIONAL VEHICLE - ISSUE MY POLICY TO EXPIRE AT 12:01 A.M. ON DECEMBER 1ST AND DO NOT RENEW.							
<b>REMARKS</b> IF ADDITIONAL SPACE IS REQUIRED, ATTACH ADDITIONAL SHEET(S) OF PAPER.							
<b>FAIR CREDIT REPORTING ACT:</b> In connection with your application for insurance and as part of our normal underwriting procedure, an investigative consumer report may be obtained, including, if applicable, information as to character, general reputation, personal characteristics and mode of living. This information is obtained through personal interviews with your friends, neighbors and associates. Upon written request, received within a reasonable time, additional detailed information concerning the nature and scope of this investigation will be provided.							
<b>DECLARATIONS AND SIGNATURES</b>							
I DECLARE THAT ALL THE STATEMENTS CONTAINED IN THIS APPLICATION ARE COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE AS OF THIS DATE. I UNDERSTAND THAT THE COMPANY MAY EXCHANGE PAYMENT OF PREMIUM INFORMATION AND ACCIDENT OR CLAIM INFORMATION WITH MY PREVIOUS AUTOMOBILE INSURANCE COMPANY.							
_____			_____				
Signature of Applicant			Date and Time				
<b>TO BE COMPLETED BY AGENT:</b> The information contained in this application is as told to me by the applicant and is true and complete to the best of my knowledge.							
_____			_____				
Signature of Agent			Date and Time				
<b>IF THIS APPLICATION IS BEING ELECTRONICALLY TRANSMITTED, THE FOLLOWING MUST ALSO BE COMPLETED:</b> I agree to be bound by this electronic record and it shall have the same legal force and effect as the written application.							
_____							
Applicant's Name							

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**General Provisions And Exclusions**

**18. False Information** On Page 29, provision **18. False Information** is deleted in its entirety and replaced with the following:

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:

- a. refuse to pay claims under any or all of the Optional Insurance Parts of this policy; and/or
- b. refuse to pay claims under Part 2 and Part 3 if such payment would benefit the person who provided the false, deceptive, misleading or incomplete information.

Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and the 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.

**21. Actual Cash Value** On Page 30, the following is added:

211 CMR 133.05(1), which governs the determination of actual cash value of a damaged motor vehicle, requires that whenever the appraised cost of repair of the vehicle plus the probable salvage value of the vehicle may be reasonably expected to exceed the actual cash value of the vehicle, the insurer shall determine the vehicle's actual cash value. The insurer's determination shall be based on a consideration of all of the following factors:

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

**22. Unlicensed Operators** On Page 30, the following is added:

If the driver's license for you or anyone who customarily operates **your auto** has been suspended or revoked or the driver's license is not valid, we may refuse to pay claims under any or all of the Optional Insurance Parts of this policy arising from accidents that occur while you or the customary operator is operating any auto.

We may also limit our payments to those amounts that we are required to sell under Part 3 and Part 4 of this policy.

**23. Suspended Registration** On Page 30, the following is added:

If **your auto** is not registered or its registration has been suspended, we may refuse to pay claims under any or all of the Optional Insurance Parts of this policy arising from accidents that occur while you or anyone who customarily operates **your auto** is operating **your auto**.

We may also limit our payments to those amounts that we are required to sell under Part 3 and Part 4 of this policy.

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