

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT MUTUAL AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### MASSACHUSETTS AUTOMOBILE INSURANCE POLICY

#### 1. Deductible Rewards – Disappearing Collision and Limited Collision Deductible

Optional Insurance:

- a. Collision (Part 7); and
- b. Limited Collision (Part 8)

are amended to add:

##### a. New Policies

Listed operators who are eligible for the Excellent Driver Discount or Excellent Driver Discount Plus will begin with a \$200 deductible credit. An additional \$100 deductible credit will be applied at renewal for each year the policy does not have a **Collision** claim with **us**. The maximum deductible credit is \$500.

##### b. Renewal Policies

Regardless of a listed operator's SDIP rating, we will apply a \$100 deductible credit for each year the policy does not have a **Collision** claim with **us**. The maximum deductible credit is \$500.

Refer to the Coverage Selections Page to determine the applicable deductible.

#### 2. Accident Forgiveness

A policy is eligible for accident forgiveness at policy inception if this endorsement is purchased initially as part of the new policy. Accidents that occur prior to policy inception are eligible for accident forgiveness.

If this endorsement is purchased after policy inception, eligibility for accident forgiveness begins on the first renewal after the endorsement is effective. Accidents that occur before the effective date of the endorsement are not eligible for accident forgiveness.

We will not charge for the first at-fault accident on the policy provided:

- a. There are no other accidents being waived on the policy;

- b. There are no more than two (2) at-fault accidents on the policy, regardless of the number of drivers;
- c. No driver has more than one (1) at-fault accident in a six (6) year experience period;
- d. The driver involved in the surchargeable at-fault accident is listed on the Coverage Selections Page; and,
- e. You or someone on your behalf reported the surchargeable at-fault accident to us.

A claim payment of at least \$500, in excess of any deductible, in which the listed operator is determined to be more than 50% at-fault, is considered an at-fault accident.

Only one at-fault accident per policy will be forgiven during a six (6) year experience period. Once an accident is forgiven, all additional accidents that occur within the six (6) year experience period will be surcharged and used in determining SDIP points.

A waived Collision (Part 7) accident will not affect **your** eligibility for the Deductible Rewards – Disappearing Collision and Limited Collision Deductible coverage provided by this endorsement.

#### 3. New Car Replacement Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

If:

- a. **Your** vehicle has been declared a total loss by us within the first year of the purchase date; and,
- b. **Your** vehicle has less than 15,000 original miles at the time of the loss;

we will:

- a. Replace **your auto** with the same make, model, and equipment less the deductible; or

- b. Pay the replacement cost less the deductible without any deduction for depreciation.

Our liability for any loss will not exceed the Manufacturer's Suggested Retail Price (MSRP) of the vehicle of:

- a. The same year;
- b. The same make;
- c. The same model; and,
- d. The same equipment as the damaged vehicle.

We will pay for custom furnishings or custom equipment only as described in the insured's policy or policy endorsements.

Coverage does not apply to leased or previously owned vehicles.

#### 4. Auto Loan/Lease Gap Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

In the event of a covered total loss to **your auto** shown in the Coverage Selections Page, we will pay any unpaid amount due on the lease or loan less:

- a. The amount paid under Collision (Part 7); Limited Collision (Part 8); or, Comprehensive (Part 9) of **your** policy.
- b. Any:
  - i. Overdue lease/loan payments.
  - ii. Penalties.
  - iii. Taxes.
  - iv. Interest or charges resulting from overdue payments at the time of the loss.
  - v. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - vi. Security deposits not refunded by the lessor.
  - vii. Costs for extended warranties purchased with the loan or lease.
  - viii. Cost for Credit Life insurance purchase with the loan or lease.
  - ix. Cost of Health, Accident or Disability insurance purchased with the loan or lease.
  - x. Carry-over balances from previous loans.
  - xi. Carry-over balances from previous leases.

#### 5. Original Equipment Manufacturer Parts Guarantee Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

In the event of a covered loss to **your auto**, we guarantee the use of original equipment manufactured parts.

This coverage applies to **your auto** until **your auto** is three model years old. For purposes of this coverage, July 1 shall be considered the date at which model years age. For example:

- a. The model year 2009 vehicle will be new on July 1, 2008.
- b. The model year 2009 vehicle will be one model year old on July 1, 2009.
- c. The model year 2009 vehicle will be two model years old on July 1, 2010.
- d. The model year 2009 vehicle will be three model years old on July 1, 2011.

This agreement shall be taken into consideration when determining our limit of liability for Collision (Part 7); Limited Collision (Part 8); and, Comprehensive (Part 9).

#### 6. Enhanced Towing and Labor Coverage

Coverage under Optional Insurance - Towing and Labor (Part 11) is deleted and replaced with:

- a. Under this Part, in the event of a covered loss, we will pay up to an additional \$50 above the limit shown on **your** Coverage Selections Page for towing and labor costs each time **your auto** is disabled. We will only pay for labor done at the scene. We will only pay to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.
- b. This coverage applies only if the Coverage Selections Page indicates that Towing and Labor (Part 11) applies to **your auto**.
- c. This coverage does not apply:
  - i. When **your auto** is a motorcycle.
  - ii. When **your auto** is a motor home.
- d. This coverage would apply to all other non-excluded motor vehicles that may be covered under the policy.

## 7. Emergency Travel Expense Coverage - Lodging and Meals

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add:

We will pay up to a maximum of \$250 per accident for overnight lodging and meals if **you** or any **household member** is stranded due to a covered loss to **your auto**. No waiting period applies. No deductible applies.

## 8. Enhanced Substitute Transportation Coverage

If the Coverage Selections Page indicates that Substitute Transportation coverage (Part 10) is provided at limits equal to or greater than \$15 a day, maximum \$450, then coverage is increased as follows:

Coverage under Optional Insurance – Substitute Transportation (Part 10) is increased to the limits shown below, unless higher limits are indicated in the Coverage Selections Page.

- a. If the vehicle is stolen or disabled in a covered loss we will reimburse **you**:
  - i. Up to \$50 per day;
  - ii. Subject to a maximum payment of \$1,500.
- b. This coverage will not duplicate any Comprehensive (Part 9) payments.
- c. This coverage does not apply:
  - i. When **your auto** is a motorcycle.
  - ii. When **your auto** is a motor home.
- d. This coverage would apply to all other non-excluded motor vehicles that may be covered under the policy.

## 9. Rental Vehicle Loss of Income Coverage

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add:

We will pay expenses for loss of income of a rented vehicle, if **you** or a **household member** is responsible for a covered accident. There must have been a written rental agreement or contract in place prior to the time of loss. The vehicle must have been rented or hired without a driver. The rental

agreement must make **you** responsible for loss of income.

We will pay the verified loss of income sustained while the damaged vehicle is being repaired or replaced. Loss of income means the net profits that would have been earned if no loss or damage had occurred. Net profits will include a deduction for normal business expenses.

The most we will pay under this coverage is \$35 per day. Coverage is subject to a maximum payment of \$500.

## 10. Personal Clothing and Baggage Coverage

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add the following in the event of a covered loss:

- a. We will pay up to \$250 in any one occurrence for loss to “**clothing**” or “**baggage**”, owned or used by **you** or any **household member** while located in **your auto**. No deductible applies.
- b. For the purposes of this coverage the following definitions are added:
  - i. “**Clothing**” is specifically defined as wearing apparel. **Clothing** excludes:
    - (1) All jewelry;
    - (2) All watches; and,
    - (3) All jewelry related items.
  - ii. “**Baggage**” is specifically defined as any:
    - (1) suitcase;
    - (2) backpack;
    - (3) duffle bag; or,
    - (4) other bag used to carry clothing for travel purposes.

## 11. Bail Bonds and Loss of Earnings

**General Provision and Exclusions 3. Additional Costs We Will Pay** is amended. Items **A.** and **C.** are deleted and replaced with the following:

- A.** Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits **you** select in any suit we defend.

Up to \$500 for the cost of bail bonds required because of an accident, including

related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.

- C. Up to \$250 a day for loss of earnings to any person covered under this policy who, at our request, attends hearings or trials relating to a claim under this policy. Loss of earnings does not include loss of other income.

## **12. Air Bag – Accidental Deployment**

**General Provisions and Exclusions**, number 9., is amended as follows:

The exclusion relating to mechanical or electrical failure does not apply to the accidental discharge of an air bag.

Our payment for loss due to accidental discharge of an air bag will be reduced by the applicable deductible shown in the Coverage Selections Page.

**All other provisions of the policy apply.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT MUTUAL AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MASSACHUSETTS AUTOMOBILE INSURANCE POLICY.

### 1. Deductible Rewards – Disappearing Collision and Limited Collision Deductible

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- ~~c. Comprehensive (Part 9)~~

are amended to add:

#### a. New Policies

~~New customers who are eligible for the Excellent Driver Discount or Excellent Driver Discount Plus will begin with a \$200 deductible credit toward **your** Collision (Part 7); or, **your** Limited Collision (Part 8) deductible.~~

Listed operators who are eligible for the Excellent Driver Discount or Excellent Driver Discount Plus will begin with a \$200 deductible credit. An additional \$100 deductible credit will be applied at renewal for each year the policy does not have a **Collision** claim with us. The maximum deductible credit is \$500.

#### b. Renewal Policies

~~We will apply an additional \$100 credit towards **your** Collision (Part 7); or, **your** Limited Collision (Part 8) deductible for each year the policy does not have a **Collision** claim with the Vermont Mutual Insurance Company. Maximum deductible credit is \$500.~~

Regardless of a listed operator's SDIP rating, we will apply a \$100 deductible credit for each year the policy does not have a **Collision** claim with us. The maximum deductible credit is \$500.

~~Please refer to **your** Coverage Selections Page to determine the applicable deductible. Refer to the Coverage Selections Page to determine the applicable deductible.~~

### 2. Accident Forgiveness

Eligibility for accident forgiveness begins:

- ~~a. At policy inception if this endorsement is purchased initially as part of the new policy; or,~~
- ~~b. On the first renewal after the endorsement is effective.~~

A policy is eligible for accident forgiveness at policy inception if this endorsement is purchased initially as part of the new policy. Accidents that occur prior to policy inception are eligible for accident forgiveness.

If this endorsement is purchased after policy inception, eligibility for accident forgiveness begins on the first renewal after the endorsement is effective. Accidents that occur before the effective date of the endorsement are not eligible for accident forgiveness.

We will not charge for the first at-fault accident on the policy provided:

- a. There are no other accidents being waived on the policy;
- b. There are no more than two (2) at-fault accidents on the policy, regardless of the number of drivers;
- c. No driver has more than one (1) at-fault accident in a six (6) year experience period;
- ~~d.~~ The driver involved in the surchargeable at-fault accident is listed on the Coverage Selections Page; and,
- ~~e.c.~~ You or someone on your behalf reported the surchargeable at-fault accident to us.

A claim payment of at least \$500, in excess of any deductible, in which the listed operator is determined to be more than 50% at-fault, is considered an at-fault accident. Claim payments are only considered chargeable if the claim payment was the result of:

- ~~a. Bodily Injury Liability (Part 1 or Part 5);~~
- ~~b. Damage to Someone Else's Property (Part 4);~~
- ~~c. Collision (Part 7); or,~~
- ~~d. Limited Collision (Part 8).~~

Only one at-fault accident per policy will be forgiven during a six (6) year experience period. Once an accident is forgiven, all additional accidents ~~occurring~~ that occur within the six (6) year experience period will be surcharged and used in determining SDIP points.

A waived Collision (Part 7) ~~or a waived Limited Collision (Part 8)~~ accident will not affect **your** eligibility for the Deductible Rewards – Disappearing Collision and Limited Collision Deductible coverage provided by this endorsement.

### 3. New Car Replacement Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

If:

- a. **Your** vehicle has been declared a total loss by us within the first year of the purchase date; and,
- b. **Your** vehicle has less than 15,000 original miles at the time of the loss;

we will:

- a. Replace **your auto** with the same make, model, and equipment less the deductible; or
- b. Pay the replacement cost less the deductible without any deduction for depreciation.

Our liability for any loss will not exceed the Manufacturer's Suggested Retail Price (MSRP) of the vehicle of:

- a. The same year;
- b. The same make;
- c. The same model; and,
- d. The same equipment as the damaged vehicle.

We will pay for custom furnishings or custom equipment only as described in the insured's policy or policy endorsements.

Coverage does not apply to leased or previously owned vehicles.

### 4. Auto Loan/Lease Gap Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

In the event of a covered total loss to **your auto** shown in the Coverage Selections Page, we will pay any unpaid amount due on the lease or loan less:

- a. The amount paid under Collision (Part 7); Limited Collision (Part 8); or, Comprehensive (Part 9) of **your** policy.
- b. Any:
  - i. Overdue lease/loan payments.
  - ii. Penalties.
  - iii. Taxes.
  - iv. Interest or charges resulting from overdue payments at the time of the loss.
  - v. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - vi. Security deposits not refunded by the lessor.
  - vii. Costs for extended warranties purchased with the loan or lease.
  - viii. Cost for Credit Life insurance purchased with the loan or lease.
  - ix. Cost of Health, Accident or Disability insurance purchased with the loan or lease.
  - x. Carry-over balances from previous loans.
  - xi. Carry-over balances from previous leases.

### 5. Original Equipment Manufacturer Parts Guarantee Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

In the event of a covered loss to **your auto**, we guarantee the use of original equipment manufactured parts.

This coverage applies to **your auto** until **your auto** is three model years old. For purposes of this coverage, July 1 shall be considered the date at which model years age. For example:

- a. The model year 2009 vehicle will be new on July 1, 2008.
- b. The model year 2009 vehicle will be one model year old on July 1, 2009.
- c. The model year 2009 vehicle will be two model years old on July 1, 2010.

- d. The model year 2009 vehicle will be three model years old on July 1, 2011.

This agreement shall be taken into consideration when determining our limit of liability for Collision (Part 7); Limited Collision (Part 8); and, Comprehensive (Part 9).

#### 6. Enhanced Towing and Labor Coverage

Coverage under Optional Insurance - Towing and Labor (Part 11) is deleted and replaced with:

- a. Under this Part, in the event of a covered loss, we will pay up to an additional \$50 above the limit shown on **your** Coverage Selections Page for towing and labor costs each time **your auto** is disabled. We will only pay for labor done at the scene. We will only pay to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.
- b. This coverage applies only if the Coverage Selections Page indicates that Towing and Labor (Part 11) applies to **your auto**.
- c. This coverage does not apply:
  - i. When **your auto** is a motorcycle.
  - ii. When **your auto** is a motor home.
- d. This coverage would apply to all other non-excluded motor vehicles that may be covered under the policy.

#### 7. Emergency Travel Expense Coverage -- Lodging and Meals

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add:

We will pay up to a maximum of \$250 per accident for overnight lodging and meals if **you** or any **household member** is stranded due to a covered loss to **your auto**. No waiting period applies. No deductible applies.

#### 8. Enhanced Substitute Transportation Coverage

If the Coverage Selections Page indicates that Substitute Transportation coverage (Part 10) is provided at limits equal to or greater than \$15 a day, maximum \$450, then coverage is increased as follows:

Coverage under Optional Insurance – Substitute Transportation (Part 10) is ~~provided~~ at increased to the limits shown below unless higher limits are indicated in the Coverage Selections Page.

- a. If the vehicle is stolen or disabled in a covered loss we will reimburse **you**:
  - i. Up to \$50 per day;
  - ii. Subject to a maximum payment of \$1,500.
- b. This coverage will not duplicate any Comprehensive (Part 9) payments.
- c. This coverage does not apply:
  - i. When **your auto** is a motorcycle.
  - ii. When **your auto** is a motor home.
- d. This coverage would apply to all other non-excluded motor vehicles that may be covered under the policy.

#### 9. Rental Vehicle Loss of Income Coverage

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add:

We will pay expenses for loss of income of a rented vehicle, if **you** or a **household member** is responsible for a covered accident. There must have been a written rental agreement or contract in place prior to the time of loss. The vehicle must have been rented or hired without a driver. The rental agreement must make **you** responsible for loss of income.

We will pay the verified loss of income sustained while the damaged vehicle is being repaired or replaced. Loss of income means the net profits that would have been earned if no loss or damage had occurred. Net profits will include a deduction for normal business expenses.

The most we will pay under this coverage is \$35 per day. Coverage is subject to a maximum payment of \$500.

#### 10. Personal Clothing and Baggage Coverage

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add the following in the event of a covered loss:

- a. We will pay up to \$250 in any one occurrence for loss to **“clothing”** or **“baggage”**, owned or used by **you** or any **household member** while located in **your auto**. No deductible applies.
- b. For the purposes of this coverage the following definitions are added:
  - i. **“Clothing”** is specifically defined as wearing apparel. **Clothing** excludes:
    - (1) All jewelry;
    - (2) All watches; and,
    - (3) All jewelry related items.
  - ii. **“Baggage”** is specifically defined as any:
    - (1) suitcase;
    - (2) backpack;
    - (3) duffle bag; or,
    - (4) other bag used to carry clothing for travel purposes.

## 11. Bail Bonds and Loss of Earnings

**General Provision and Exclusions 3. Additional Costs We Will Pay** is amended. Items **A.** and **C.** are deleted and replaced with the following:

- A.** Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits **you** select in any suit we defend.

Up to \$500 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.

- C.** Up to \$250 a day for loss of earnings to any person covered under this policy who, at our request, attends hearings or trials relating to a claim under this policy. Loss of earnings does not include loss of other income.

## 12. Air Bag – Accidental Deployment

**General Provisions and Exclusions**, number **9.**, is amended as follows:

The exclusion relating to mechanical or electrical failure does not apply to the accidental discharge of an air bag.

Our payment for loss due to accidental discharge of an air bag will be reduced by the applicable deductible shown in the Coverage Selections Page.

**All other provisions of the policy apply.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT MUTUAL AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### MASSACHUSETTS AUTOMOBILE INSURANCE POLICY

#### 1. Deductible Rewards – Disappearing Collision and Limited Collision Deductible

Optional Insurance:

- a. Collision (Part 7); and
- b. Limited Collision (Part 8)

are amended to add:

##### a. New Policies

Listed operators who are eligible for the Excellent Driver Discount or Excellent Driver Discount Plus will begin with a \$200 deductible credit. An additional \$100 deductible credit will be applied at renewal for each year the policy does not have a **Collision** claim with **us**. The maximum deductible credit is \$500.

##### b. Renewal Policies

Regardless of a listed operator's SDIP rating, we will apply a \$100 deductible credit for each year the policy does not have a **Collision** claim with **us**. The maximum deductible credit is \$500.

Refer to the Coverage Selections Page to determine the applicable deductible.

#### 2. Accident Forgiveness

A policy is eligible for accident forgiveness at policy inception if this endorsement is purchased initially as part of the new policy. Accidents that occur prior to policy inception are eligible for accident forgiveness.

If this endorsement is purchased after policy inception, eligibility for accident forgiveness begins on the first renewal after the endorsement is effective. Accidents that occur before the effective date of the endorsement are not eligible for accident forgiveness.

We will not charge for the first at-fault accident on the policy provided:

- a. There are no other accidents being waived on the policy;
- b. The driver involved in the surchargeable at-fault accident is listed on the Coverage Selections Page; and,
- c. You or someone on your behalf reported the surchargeable at-fault accident to us.

A claim payment of at least \$500, in excess of any deductible, in which the listed operator is determined to be more than 50% at-fault, is considered an at-fault accident.

Only one at-fault accident will be forgiven during a six (6) year experience period. Once an accident is forgiven, all additional accidents that occur within the six (6) year experience period will be surcharged and used in determining SDIP points.

A waived Collision (Part 7) accident will not affect **your** eligibility for the Deductible Rewards – Disappearing Collision and Limited Collision Deductible coverage provided by this endorsement.

#### 3. New Car Replacement Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

If:

- a. **Your** vehicle has been declared a total loss by us within the first year of the purchase date; and,
  - b. **Your** vehicle has less than 15,000 original miles at the time of the loss;
- we will:
- a. Replace **your auto** with the same make, model, and equipment less the deductible; or
  - b. Pay the replacement cost less the deductible without any deduction for depreciation.

Our liability for any loss will not exceed the Manufacturer's Suggested Retail Price (MSRP) of the vehicle of:

- a. The same year;
- b. The same make;
- c. The same model; and,
- d. The same equipment as the damaged vehicle.

We will pay for custom furnishings or custom equipment only as described in the insured's policy or policy endorsements.

Coverage does not apply to leased or previously owned vehicles.

#### 4. Auto Loan/Lease Gap Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

In the event of a covered total loss to **your auto** shown in the Coverage Selections Page, we will pay any unpaid amount due on the lease or loan less:

- a. The amount paid under Collision (Part 7); Limited Collision (Part 8); or, Comprehensive (Part 9) of **your** policy.
- b. Any:
  - i. Overdue lease/loan payments.
  - ii. Penalties.
  - iii. Taxes.
  - iv. Interest or charges resulting from overdue payments at the time of the loss.
  - v. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - vi. Security deposits not refunded by the lessor.
  - vii. Costs for extended warranties purchased with the loan or lease.
  - viii. Cost for Credit Life insurance purchased with the loan or lease.
  - ix. Cost of Health, Accident or Disability insurance purchased with the loan or lease.
  - x. Carry-over balances from previous loans.
  - xi. Carry-over balances from previous leases.

#### 5. Original Equipment Manufacturer Parts Guarantee Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

In the event of a covered loss to **your auto**, we guarantee the use of original equipment manufactured parts.

This coverage applies to **your auto** until **your auto** is three model years old. For purposes of this coverage, July 1 shall be considered the date at which model years age. For example:

- a. The model year 2009 vehicle will be new on July 1, 2008.
- b. The model year 2009 vehicle will be one model year old on July 1, 2009.
- c. The model year 2009 vehicle will be two model years old on July 1, 2010.
- d. The model year 2009 vehicle will be three model years old on July 1, 2011.

This agreement shall be taken into consideration when determining our limit of liability for Collision (Part 7); Limited Collision (Part 8); and, Comprehensive (Part 9).

#### 6. Enhanced Towing and Labor Coverage

Coverage under Optional Insurance - Towing and Labor (Part 11) is deleted and replaced with:

- a. Under this Part, in the event of a covered loss, we will pay up to an additional \$50 above the limit shown on **your** Coverage Selections Page for towing and labor costs each time **your auto** is disabled. We will only pay for labor done at the scene. We will only pay to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.
- b. This coverage applies only if the Coverage Selections Page indicates that Towing and Labor (Part 11) applies to **your auto**.
- c. This coverage does not apply:
  - i. When **your auto** is a motorcycle.
  - ii. When **your auto** is a motor home.
- d. This coverage would apply to all other non-excluded motor vehicles that may be covered under the policy.

## 7. Emergency Travel Expense Coverage - Lodging and Meals

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add:

We will pay up to a maximum of \$250 per accident for overnight lodging and meals if **you** or any **household member** is stranded due to a covered loss to **your auto**. No waiting period applies. No deductible applies.

## 8. Enhanced Substitute Transportation Coverage

If the Coverage Selections Page indicates that Substitute Transportation coverage (Part 10) is provided at limits equal to or greater than \$15 a day, maximum \$450, then coverage is increased as follows:

Coverage under Optional Insurance – Substitute Transportation (Part 10) is increased to the limits shown below, unless higher limits are indicated in the Coverage Selections Page.

- a. If the vehicle is stolen or disabled in a covered loss we will reimburse **you**:
  - i. Up to \$50 per day;
  - ii. Subject to a maximum payment of \$1,500.
- b. This coverage will not duplicate any Comprehensive (Part 9) payments.
- c. This coverage does not apply:
  - i. When **your auto** is a motorcycle.
  - ii. When **your auto** is a motor home.
- d. This coverage would apply to all other non-excluded motor vehicles that may be covered under the policy.

## 9. Rental Vehicle Loss of Income Coverage

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add:

We will pay expenses for loss of income of a rented vehicle, if **you** or a **household member** is responsible for a covered accident. There must have been a written rental agreement or contract in place prior to the time of loss. The vehicle must have been rented or hired without a driver. The rental

agreement must make **you** responsible for loss of income.

We will pay the verified loss of income sustained while the damaged vehicle is being repaired or replaced. Loss of income means the net profits that would have been earned if no loss or damage had occurred. Net profits will include a deduction for normal business expenses.

The most we will pay under this coverage is \$35 per day. Coverage is subject to a maximum payment of \$500.

## 10. Personal Clothing and Baggage Coverage

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add the following in the event of a covered loss:

- a. We will pay up to \$250 in any one occurrence for loss to “**clothing**” or “**baggage**”, owned or used by **you** or any **household member** while located in **your auto**. No deductible applies.
- b. For the purposes of this coverage the following definitions are added:
  - i. “**Clothing**” is specifically defined as wearing apparel. **Clothing** excludes:
    - (1) All jewelry;
    - (2) All watches; and,
    - (3) All jewelry related items.
  - ii. “**Baggage**” is specifically defined as any:
    - (1) suitcase;
    - (2) backpack;
    - (3) duffle bag; or,
    - (4) other bag used to carry clothing for travel purposes.

## 11. Bail Bonds and Loss of Earnings

**General Provision and Exclusions 3. Additional Costs We Will Pay** is amended. Items **A.** and **C.** are deleted and replaced with the following:

- A.** Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits **you** select in any suit we defend.

Up to \$500 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.

- C. Up to \$250 a day for loss of earnings to any person covered under this policy who, at our request, attends hearings or trials relating to a claim under this policy. Loss of earnings does not include loss of other income.

## **12. Air Bag – Accidental Deployment**

**General Provisions and Exclusions**, number 9., is amended as follows:

The exclusion relating to mechanical or electrical failure does not apply to the accidental discharge of an air bag.

Our payment for loss due to accidental discharge of an air bag will be reduced by the applicable deductible shown in the Coverage Selections Page.

**All other provisions of the policy apply.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT MUTUAL AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MASSACHUSETTS AUTOMOBILE INSURANCE POLICY.

### 1. Deductible Rewards – Disappearing Collision and Limited Collision Deductible

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- ~~c. Comprehensive (Part 9)~~

are amended to add:

#### a. New Policies

~~New customers who are eligible for the Excellent Driver Discount or Excellent Driver Discount Plus will begin with a \$200 deductible credit toward **your** Collision (Part 7); or, **your** Limited Collision (Part 8) deductible.~~

Listed operators who are eligible for the Excellent Driver Discount or Excellent Driver Discount Plus will begin with a \$200 deductible credit. An additional \$100 deductible credit will be applied at renewal for each year the policy does not have a **Collision** claim with us. The maximum deductible credit is \$500.

#### b. Renewal Policies

~~We will apply an additional \$100 credit towards **your** Collision (Part 7); or, **your** Limited Collision (Part 8) deductible for each year the policy does not have a **Collision** claim with the Vermont Mutual Insurance Company. Maximum deductible credit is \$500.~~

Regardless of a listed operator's SDIP rating, we will apply a \$100 deductible credit for each year the policy does not have a **Collision** claim with us. The maximum deductible credit is \$500.

~~Please refer to **your** Coverage Selections Page to determine the applicable deductible. Refer to the Coverage Selections Page to determine the applicable deductible.~~

### 2. Accident Forgiveness

~~Eligibility for accident forgiveness begins:~~

- ~~a. At policy inception if this endorsement is purchased initially as part of the new policy; or,~~
- ~~b. On the first renewal after the endorsement is effective.~~

A policy is eligible for accident forgiveness at policy inception if this endorsement is purchased initially as part of the new policy. Accidents that occur prior to policy inception are eligible for accident forgiveness.

If this endorsement is purchased after policy inception, eligibility for accident forgiveness begins on the first renewal after the endorsement is effective. Accidents that occur before the effective date of the endorsement are not eligible for accident forgiveness.

We will not charge for the first at-fault accident on the policy provided:

- a. There are no other accidents being waived on the policy;
- b. The driver involved in the surchargeable at-fault accident is listed on the Coverage Selections Page; and,
- c. ~~You~~ You or someone on your behalf reported the surchargeable at-fault accident to us.

A claim payment of at least \$500, in excess of any deductible, in which the listed operator is determined to be more than 50% at-fault, is considered an at-fault accident. Claim payments are only considered chargeable if the claim payment was the result of:

- ~~a. Bodily Injury Liability (Part 1 or Part 5);~~
- ~~b. Damage to Someone Else's Property —(Part 4);~~
- ~~c. Collision (Part 7); or,~~
- ~~d. Limited Collision (Part 8).~~

Only one at-fault accident per policy will be forgiven during a six (6) year experience period. Once an accident is forgiven, all additional accidents ~~occurring that occur~~ within the six (6) year experience period will be

surcharged and used in determining SDIP points.

A waived Collision (Part 7) ~~or a waived Limited Collision (Part 8)~~ accident will not affect **your** eligibility for the Deductible Rewards – Disappearing Collision and Limited Collision Deductible coverage provided by this endorsement.

### 3. New Car Replacement Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

If:

- a. **Your** vehicle has been declared a total loss by us within the first year of the purchase date; and,
- b. **Your** vehicle has less than 15,000 original miles at the time of the loss;

we will:

- a. Replace **your auto** with the same make, model, and equipment less the deductible; or
- b. Pay the replacement cost less the deductible without any deduction for depreciation.

Our liability for any loss will not exceed the Manufacturer's Suggested Retail Price (MSRP) of the vehicle of:

- a. The same year;
- b. The same make;
- c. The same model; and,
- d. The same equipment as the damaged vehicle.

We will pay for custom furnishings or custom equipment only as described in the insured's policy or policy endorsements.

Coverage does not apply to leased or previously owned vehicles.

### 4. Auto Loan/Lease Gap Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

In the event of a covered total loss to **your auto** shown in the Coverage Selections Page, we will pay any unpaid amount due on the lease or loan less:

- a. The amount paid under Collision (Part 7); Limited Collision (Part 8); or, Comprehensive (Part 9) of **your** policy.
- b. Any:
  - i. Overdue lease/loan payments.
  - ii. Penalties.
  - iii. Taxes.
  - iv. Interest or charges resulting from overdue payments at the time of the loss.
  - v. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - vi. Security deposits not refunded by the lessor.
  - vii. Costs for extended warranties purchased with the loan or lease.
  - viii. Cost for Credit Life insurance purchased with the loan or lease.
  - ix. Cost of Health, Accident or Disability insurance purchased with the loan or lease.
  - x. Carry-over balances from previous loans.
  - xi. Carry-over balances from previous leases.

### 5. Original Equipment Manufacturer Parts Guarantee Coverage

This coverage applies to Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9).

In the event of a covered loss to **your auto**, we guarantee the use of original equipment manufactured parts.

This coverage applies to **your auto** until **your auto** is three model years old. For purposes of this coverage, July 1 shall be considered the date at which model years age. For example:

- a. The model year 2009 vehicle will be new on July 1, 2008.
- b. The model year 2009 vehicle will be one model year old on July 1, 2009.
- c. The model year 2009 vehicle will be two model years old on July 1, 2010.
- d. The model year 2009 vehicle will be three model years old on July 1, 2011.

This agreement shall be taken into consideration when determining our limit of liability for Collision (Part 7); Limited Collision (Part 8); and, Comprehensive (Part 9).

#### 6. Enhanced Towing and Labor Coverage

Coverage under Optional Insurance - Towing and Labor (Part 11) is deleted and replaced with:

- a. Under this Part, in the event of a covered loss, we will pay up to an additional \$50 above the limit shown on **your** Coverage Selections Page for towing and labor costs each time **your auto** is disabled. We will only pay for labor done at the scene. We will only pay to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.
- b. This coverage applies only if the Coverage Selections Page indicates that Towing and Labor (Part 11) applies to **your auto**.
- c. This coverage does not apply:
  - i. When **your auto** is a motorcycle.
  - ii. When **your auto** is a motor home.
- d. This coverage would apply to all other non-excluded motor vehicles that may be covered under the policy.

#### 7. Emergency Travel Expense Coverage -- Lodging and Meals

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add:

We will pay up to a maximum of \$250 per accident for overnight lodging and meals if **you** or any **household member** is stranded due to a covered loss to **your auto**. No waiting period applies. No deductible applies.

#### 8. Enhanced Substitute Transportation Coverage

If the Coverage Selections Page indicates that Substitute Transportation coverage (Part 10) is provided at limits equal to or greater than \$15 a day, maximum \$450, then coverage is increased as follows:

Coverage under Optional Insurance – Substitute Transportation (Part 10) is ~~provided~~ at increased to the limits shown below

unless higher limits are indicated in the Coverage Selections Page.

- a. If the vehicle is stolen or disabled in a covered loss we will reimburse **you**:
  - i. Up to \$50 per day;
  - ii. Subject to a maximum payment of \$1,500.
- b. This coverage will not duplicate any Comprehensive (Part 9) payments.
- c. This coverage does not apply:
  - i. When **your auto** is a motorcycle.
  - ii. When **your auto** is a motor home.
- d. This coverage would apply to all other non-excluded motor vehicles that may be covered under the policy.

#### 9. Rental Vehicle Loss of Income Coverage

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add:

We will pay expenses for loss of income of a rented vehicle, if **you** or a **household member** is responsible for a covered accident. There must have been a written rental agreement or contract in place prior to the time of loss. The vehicle must have been rented or hired without a driver. The rental agreement must make **you** responsible for loss of income.

We will pay the verified loss of income sustained while the damaged vehicle is being repaired or replaced. Loss of income means the net profits that would have been earned if no loss or damage had occurred. Net profits will include a deduction for normal business expenses.

The most we will pay under this coverage is \$35 per day. Coverage is subject to a maximum payment of \$500.

#### 10. Personal Clothing and Baggage Coverage

Optional Insurance:

- a. Collision (Part 7);
- b. Limited Collision (Part 8); and,
- c. Comprehensive (Part 9)

are amended to add the following in the event of a covered loss:

- a. We will pay up to \$250 in any one occurrence for loss to **“clothing”** or **“baggage”**, owned or used by **you** or any

- household member** while located in **your auto**. No deductible applies.
- b. For the purposes of this coverage the following definitions are added:
- i. **"Clothing"** is specifically defined as wearing apparel. **Clothing** excludes:
- (1) All jewelry;
  - (2) All watches; and,
  - (3) All jewelry related items.
- ii. **"Baggage"** is specifically defined as any:
- (1) suitcase;
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**General Provision and Exclusions 3. Additional Costs We Will Pay** is amended. Items **A.** and **C.** are deleted and replaced with the following:

- A.** Premiums on appeal bonds and premiums on bonds to release attachments for an amount up to the applicable limits **you** select in any suit we defend.

Up to \$500 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.

- C.** Up to \$250 a day for loss of earnings to any person covered under this policy who, at our request, attends hearings or trials relating to a claim under this policy. Loss of earnings does not include loss of other income.

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**General Provisions and Exclusions**, number **9.**, is amended as follows:

The exclusion relating to mechanical or electrical failure does not apply to the accidental discharge of an air bag.

Our payment for loss due to accidental discharge of an air bag will be reduced by the applicable deductible shown in the Coverage Selections Page.

**All other provisions of the policy apply.**