

PRIVATE PASSENGER AUTO INSURANCE MANUAL

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

3. Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate[®] Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

d. Safe Driving Bonus

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to July 1, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else’s Property, Collision or Limited Collision that exceeds \$500 but is not more than \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An “at-fault” accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else’s Property, Collision or Limited Collision that exceeds \$500, or any comprehensive claim beyond the first that exceeds \$500.

For accidents occurring on or after July 1, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else’s Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An “at-fault” accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else’s Property, Collision or Limited Collision that exceeds \$1,000, or any comprehensive claim beyond the first that exceeds \$1,000.

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Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

~~4.~~ Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
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RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

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B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to ~~-\$500~~.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

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B. Deductible Reduction Amount

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2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to **the accident threshold as defined in Rule 56.**

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:

- a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
- b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the ~~six~~ months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to ~~\$500~~.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than ~~six~~ months prior to the policy renewal effective date, the 5% credit will not apply.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:

- a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
- b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the **twelve** months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 **or Part 5** – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to **the accident threshold as defined in Rule 56**.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than **twelve** months prior to the policy renewal effective date, the 5% credit will not apply.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

2. Accident Threshold

a. Accidents

\$500 for all accidents.

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents.

c. Safe Driving Deductible Reward

\$500 for all accidents.

d. Safe Driving Bonus

\$500 for all accidents.

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable ~~36, 60~~ ~~or 72~~ Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable ~~36, 60~~ ~~or 72~~ Month Experience Period ending 45 days prior to the policy renewal.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to October 16, 2017,

\$1,000 for all accidents occurring on or after October 16, 2017

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to October 16, 2017,

\$1,000 for all accidents occurring on or after October 16, 2017

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to October 16, 2017,

\$1,000 for all accidents occurring on or after October 16, 2017

d. Safe Driving Bonus

\$500 for all accidents occurring prior to October 16, 2017,

\$1,000 for all accidents occurring on or after October 16, 2017

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision ~~of at least \$500 and up to \$2,000~~ constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision ~~of at least \$500~~, or any comprehensive claim beyond the first ~~greater than \$500~~.

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

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Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to October 16, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision ~~that exceeds \$500 but is not more than \$2,000~~ constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

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For accidents occurring on or after October 16, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

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PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

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An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

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Note: Point reductions are evaluated on per operator.

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**ALLSTATE INSURANCE COMPANY
PRIVATE PASSENGER AUTOMOBILE
MASSACHUSETTS**

SUMMARY OF MANUAL RULE CHANGES

Rules Manual:

- | | |
|-----------|---|
| Page 28-3 | ▪ Renumbered Operators section to maintain sequencing |
| Page 52-1 | ▪ Revised accident threshold verbiage to reference Rule 56 |
| Page 53-1 | ▪ Revised accident threshold verbiage to reference Rule 56
▪ Clerical updates to length of policy term and coverage part |
| Page 56-2 | ▪ Revised verbiage to reflect updated threshold
▪ Clerical update to experience period |
| Page 56-4 | ▪ Revised verbiage to reflect updated threshold |
| Page 56-5 | ▪ Shifted text originally on Page 56-4 to Page 56-5 |

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

3. Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

3. Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate® Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate® Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to ~~October 16, 2017~~,
\$1,000 for all accidents occurring on or after ~~October 16, 2017~~

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to ~~October 16, 2017~~,
\$1,000 for all accidents occurring on or after ~~October 16, 2017~~

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to ~~October 16, 2017~~,
\$1,000 for all accidents occurring on or after ~~October 16, 2017~~

d. Safe Driving Bonus

\$500 for all accidents occurring prior to ~~October 16, 2017~~,
\$1,000 for all accidents occurring on or after ~~October 16, 2017~~

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

d. Safe Driving Bonus

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to ~~October 16, 2017~~,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500 but is not more than \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500, or any comprehensive claim beyond the first that exceeds \$500.

For accidents occurring on or after ~~October 16, 2017~~,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000, or any comprehensive claim beyond the first that exceeds \$1,000.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

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First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

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A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500 but is not more than \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500, or any comprehensive claim beyond the first that exceeds \$500.

For accidents occurring on or after July 1, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000, or any comprehensive claim beyond the first that exceeds \$1,000.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

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Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

3. Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

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B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate® Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

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2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
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The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

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 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
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 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
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5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to ~~October 16, 2017~~,
\$1,000 for all accidents occurring on or after ~~October 16, 2017~~

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to ~~October 16, 2017~~,
\$1,000 for all accidents occurring on or after ~~October 16, 2017~~

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to ~~October 16, 2017~~,
\$1,000 for all accidents occurring on or after ~~October 16, 2017~~

d. Safe Driving Bonus

\$500 for all accidents occurring prior to ~~October 16, 2017~~,
\$1,000 for all accidents occurring on or after ~~October 16, 2017~~

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

d. Safe Driving Bonus

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to ~~October 16, 2017~~,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500 but is not more than \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500, or any comprehensive claim beyond the first that exceeds \$500.

For accidents occurring on or after ~~October 16, 2017~~,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000, or any comprehensive claim beyond the first that exceeds \$1,000.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to July 1, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500 but is not more than \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

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For accidents occurring on or after July 1, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000, or any comprehensive claim beyond the first that exceeds \$1,000.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

MASSACHUSETTS
RULES

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

3. Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate® Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

d. Safe Driving Bonus

\$500 for all accidents occurring prior to July 1, 2017,
\$1,000 for all accidents occurring on or after July 1, 2017

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to July 1, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500 but is not more than \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500, or any comprehensive claim beyond the first that exceeds \$500.

For accidents occurring on or after July 1, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000, or any comprehensive claim beyond the first that exceeds \$1,000.

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

3. Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate® Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to the accident threshold as defined in Rule 56.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

d. Safe Driving Bonus

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to October 16, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500 but is not more than \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$500, or any comprehensive claim beyond the first that exceeds \$500.

For accidents occurring on or after October 16, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision that exceeds \$1,000, or any comprehensive claim beyond the first that exceeds \$1,000.

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

**ALLSTATE INSURANCE COMPANY
PRIVATE PASSENGER AUTOMOBILE
MASSACHUSETTS**

SUMMARY OF MANUAL RULE CHANGES

Rules Manual:

- Page 28-3 ▪ Renumbered Operators section to maintain sequencing
- Page 52-1 ▪ Restored trademark symbol
 ▪ Revised accident threshold verbiage to reference Rule 56
- Page 53-1 ▪ Revised accident threshold verbiage to reference Rule 56
- Pages 56-2, 56-4 ▪ Revised verbiage to reflect updated threshold
- Page 56-5 ▪ Shifted text originally on Page 56-4 to Page 56-5

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

4.3. Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes


Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate  Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to **\$500** **the accident threshold as defined in Rule 56.**

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to **\$500 the accident threshold as defined in Rule 56.**

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

d. Safe Driving Bonus

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to October 16, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else’s Property, Collision or Limited Collision ~~of at least~~ **that exceeds** \$500 ~~and up to~~ **but is not more than** \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An “at-fault” accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else’s Property, Collision or Limited Collision ~~of at least~~ **that exceeds** \$500, or any comprehensive claim beyond the first ~~of at least~~ **that exceeds** \$500.

For accidents occurring on or after October 16, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else’s Property, Collision or Limited Collision that exceeds \$1,000 but is not more than \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An “at-fault” accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else’s Property, Collision or Limited Collision that exceeds \$1,000, or any comprehensive claim beyond the first that exceeds \$1,000.

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

4. Operators

Operators will be classified by the amount of use of an insured automobile:

- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

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- a. Principal Operator – a person who has an operator’s license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- b. Occasional Operator – a person who has an operator’s license and operates the insured automobile less than the principal operator.

B. Operator Classes

Class

- 10 Experienced Operator. The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more. The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years. The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years. The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training. The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate~~®~~Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to ~~\$500~~.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 52 – SAFE DRIVING DEDUCTIBLE REWARD

A. Deductible Reduction Date

1. The Deductible Reduction Date will initially be the effective date of the next full policy period after the endorsement of the policy with either the Allstate[®]Your Choice Auto Insurance Gold Protection or Platinum Protection option packages. Exception: if the package is endorsed onto the policy within 30 days after the policy effective date, the Deductible Reduction Date will initially be the effective date of the current policy period.

B. Deductible Reduction Amount

1. The initial Deductible Reduction Amount will be \$100.
2. At each annual renewal, if:
 - a. the Deductible Reduction Date is at least 12 months prior to the renewal effective date, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the 12 months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 - Bodily Injury, Part 4 - Property Damage, or Part 7/8 – Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to **the accident threshold as defined in Rule 56**.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in Rule 56, that is prior to the initial Deductible Reduction Date will not be considered for purposes of this rule.

The Deductible Reduction Amount will be increased for that policy period by \$100, up to a maximum of \$500, and the Deductible Reduction Date will be changed to the most current renewal annual policy effective date.

3. If at any time an operator on the policy has been assigned an accident as described above, the Deductible Reduction Date will be changed to the next annual renewal policy effective date.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to **\$500**.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

RULE 53 – SAFE DRIVING BONUS

A. Safe Driving Bonus Date

1. The Safe Driving Bonus Date is the effective date of the next full policy period after the endorsement of the policy with the Allstate Your Choice Auto[®] Insurance Platinum Protection option package.

Exception: If the package is endorsed onto the policy within 30 days after the policy effective date, the Safe Driving Bonus Date will be the effective date of the current policy period.

2. At each subsequent renewal, if:
 - a. the policy is in the Allstate Your Choice Auto[®] Insurance Platinum Protection option package 28 days prior to the renewal effective date of the policy, and
 - b. no operator on the policy has been assigned an accident that has a Payment Date, as defined in Rule 56, that is within the twelve months ending 45 days prior to the policy effective date for which:
 - i. Allstate has made a payment under the following coverages: Part 1 or Part 5 – Bodily Injury, Part 4 – Property Damage, Part 7 – Collision, or Part 8 – Limited Collision, and
 - ii. the sum of the payments under these coverages is greater than or equal to **the accident threshold as defined in Rule 56**.

Exceptions:

- a. If an insured was determined by Allstate to be 50% or less at fault for an accident.
- b. Accidents with a Payment Date, as defined in the Rule 56, that are prior to the Safe Driving Bonus Date will not be considered for purposes of this rule.

5% of the previous policy term's premium for Part 1 and Part 5 – Bodily Injury, Part 4 – Property Damage, Part 6 – Medical, Part 2 – PIP, Part 7/8 – Collision and Part 9 – Comprehensive will be returned to the insured.

Exception: If the Safe Driving Bonus Date is less than twelve months prior to the policy renewal effective date, the 5% credit will not apply.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

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2. Accident Threshold

a. Accidents

\$500 for all accidents.

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents.

c. Safe Driving Deductible Reward

\$500 for all accidents.

d. Safe Driving Bonus

\$500 for all accidents.

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

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2. Accident Threshold

a. Accidents

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

b. Excellent Driver or Excellent Driver Plus Discounts

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

c. Safe Driving Deductible Reward

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

d. Safe Driving Bonus

\$500 for all accidents occurring prior to October 16, 2017,
\$1,000 for all accidents occurring on or after October 16, 2017

3. Accidents

An accident is assigned Points if it:

- a. occurred within the applicable 60 Month Experience Period, and
- b. involved a Private Passenger or Utility Automobile while it was owned by or being driven by the applicant or spouse or any other individual currently residing in the same household who operates automobiles covered under the policy, and
- c. resulted in damage over the Accident Threshold for Parts 1, 2, 5, 6, 7, 8 and 9.

New Business:

The experience period ends on the date of the policy inception date.

Renewal Business

An accident will continue to be assigned points if the date of occurrence falls within the applicable 60 Month Experience Period ending 45 days prior to the policy renewal.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

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Merit Rating Points:

First Minor traffic law violation	0 points
Second and subsequent Minor traffic law violation	2 points
First Major at-fault accident	4 points
Second and subsequent Major at-fault accident	4 points
First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision ~~of at least \$500 and up to \$2,000~~ constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision ~~of at least \$500~~, or any comprehensive claim beyond the first ~~of at least \$500~~.

Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

- (1) the date of the most recent incident occurred prior to the applicable 36 month Experience Period; and
- (2) any incident being reduced occurred prior to the applicable 36 month Experience Period.

An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

In no event shall the incident point value be reduced below zero (0).

Note: Point reductions are evaluated on per operator.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

**MASSACHUSETTS
RULES**

Merit Rating Points:

First Minor traffic law violation	0 points
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First Minor at-fault accident	3 points
Second and subsequent Minor at-fault accident	3 points
First Major traffic law violation	5 points
Second and subsequent Major traffic law violation	5 points
First Not at-fault accident	1 point
Second and subsequent Not at-fault accident	3 points
First Comprehensive Claim	0 points
Second and subsequent Comprehensive Claim	1 point

For accidents occurring prior to October 16, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision **that exceeds \$500 but is not more than \$2,000** constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

A Rate Affecting Accident is defined as a minor at-fault accident, a major at-fault accident, a not at-fault accident where the claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision **that exceeds \$500**, or any comprehensive claim beyond the first **that exceeds \$500**.

For accidents occurring on or after October 16, 2017,

A claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision **that exceeds \$1,000 but is not more than \$5,000** constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident. An "at-fault" accident is one in which the company determines that the listed operator is more than 50% at fault.

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PRIVATE PASSENGER AUTO INSURANCE MANUAL

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Excellent Driver Discounts

The Excellent Driver Discount is awarded to operators with Incident-Free periods of more than five but less than six years.

The Excellent Driver Plus Discount is awarded to operators with Incident-Free periods of at least six years.

Calculation of Premium Adjustment

The Merit Rating factor is applied to Compulsory Bodily Injury (Part 1), Optional Bodily Injury (Part 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

Total Operator Merit Rating points are based on the total number of Points applicable to the operator in the Policy Experience Period.

Assignment of Operators to Vehicles

The assignment of operators to vehicles is made in accordance with the provisions of Rule 28.

PRIVATE PASSENGER AUTO INSURANCE MANUAL

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Merit rating points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation or if it occurs in the sixth (oldest) year in the operator's six year Policy Experience Period.

Comprehensive Claims are assigned to the first Named Insured on the policy.

Aging of Accidents, Comprehensive Claims and Violations:

The point value of an incident, as determined by the above table, will be reduced by one (1) point when:

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An incident will not be reduced if a new incident occurs within the applicable 36 month Experience Period. In no event shall the incident point value be reduced below zero (0).

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