

Massachusetts Automobile Insurance Policy

Vermont Mutual Insurance Company



Since 1828

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

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This insurance policy is a legal contract between the policy owner (you) and the company (we or us). It insures you and **your auto** for the period shown on the Coverage Selections Page.

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

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

Compulsory Insurance.

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

Optional Insurance.

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

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

Please read the whole policy to see what kinds of insurance are available to cover these different situations. You should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will show a premium charge next to it. If no premium charge is shown, you do not have that coverage.

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

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

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

Throughout this policy:

1. **We, Us** or **Our** – refers to the company issuing this policy.
2. **You** or **Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page. This includes your spouse while a **household member**.
3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the ownership, maintenance, or use of an auto.
4. **Auto** – means a land motor vehicle or **trailer** but does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or **trailer** while it is located for use as a residence or premises. We consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
 - D. Any vehicle not subject to motor vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle.

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

5. **Your Auto** – means:
 - A. The vehicle(s) described on the Coverage Selections Page.
 - B. Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term **your auto**. However **your auto** does not include a substitute vehicle owned by you.
 - C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing,

maintaining or repairing furnishings or equipment.

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

6. Trailer – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

7. Occupying – means in, upon, entering into, or getting out of.

8. Collision – means the accidental upset of **your auto** or any physical contact of **your auto** with another object.

9. Household Member – means anyone living in your household who is related to you by blood, marriage, or adoption. This includes wards, step-children or foster children.

10. Pedestrian – includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not **occupying** an auto at the time of the accident.

Our Agreement

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

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

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

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

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

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Compulsory Insurance

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

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

Your Compulsory Insurance does not pay for any damage to **your auto**.

Part 1. Bodily Injury To Others.

Under this Part, we will pay damages to people injured or killed by **your auto** in Massachusetts accidents. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages. We will pay only if you or someone else using **your auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay or defend:

1. For injuries to guest occupants of **your auto**.
2. For accidents outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. For injuries to any employees of the legally responsible person if they are entitled to benefits for the same injury under any workers' compensation law or similar law.
4. For accidents while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.

The law provides a special protection for anyone entitled to damages under this Part. We must pay their claims even if false statements were made when applying for this policy or **your auto** registration. We must

also pay even if you or the legally responsible person fails to cooperate with us after the accident. We will, however, be entitled to reimbursement from the person who did not cooperate or who made any false statements.

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

**Part 2.
Personal Injury
Protection.**

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

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

We will pay three kinds of benefits:

A. Medical Expenses

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

B. Lost Wages

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

C. Replacement Services

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

We will pay PIP benefits to or for:

1. You, or any other person, if injured while **occupying your auto** with your consent.

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Compulsory Insurance (Continued)

2. You, or anyone living in your household, if injured while **occupying** an auto which does not have Compulsory Insurance or if struck by an auto which does not have Compulsory Insurance.

3. Any **pedestrian**, including you, if struck by **your auto** in Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

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

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

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

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

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

We will not pay PIP benefits to or for:

1. Anyone who, at the time of the accident, was operating or occupying a motorcycle, any motor vehicle not subject to motor vehicle registration, or a motorized bicycle or moped.
2. Anyone who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to benefits under any workers' compensation law or similar law for the same injury.
4. Any person while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.
5. Any person injured while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

When you purchased this Part you were given the choice to exclude yourself, or yourself and **household members**, from some or all of the PIP coverage. The portion of each claim you may have agreed to exclude is called a "deductible." You paid a smaller premium if you chose a deductible. In that case, we will only pay up to the difference between \$8,000 and the amount of your deductible. The deductible is shown on the Coverage Selections Page.

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

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

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

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Compulsory Insurance (Continued)

Part 3. Bodily Injury Caused By An Uninsured Auto.

Sometimes an owner or operator of an auto legally responsible for an accident is uninsured. Some accidents involve unidentified hit-and-run autos. Under this Part, we will pay damages for bodily injury to people injured or killed in certain accidents caused by uninsured or hit-and-run autos. We will pay only if the injured person is legally entitled to recover from the owner or operator of the uninsured or hit-and-run auto. We will pay for hit-and-run accidents only if the owner or operator causing the accident cannot be identified. Sometimes the company insuring the auto responsible for an accident will deny coverage or become insolvent. We consider such an auto to be uninsured for purposes of this Part. However, we do not consider an auto owned by a governmental unit which is self-insured, or by someone who is legally self-insured, to be an uninsured auto.

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

We will pay damages to or for:

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

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

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

We will not pay damages to anyone under this Part while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.

We will not pay under this Part for injuries which occur while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

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

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

The most we will pay for damages to or for anyone injured while using an auto without the consent of the owner is \$35,000 per person and \$80,000 per accident, or the limits you purchased, whichever is less.

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

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

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

The decision as to whether an injured person is entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of the damages, if any, will be determined in the same way. Arbitration will

be used if no agreement can be reached. Unless otherwise agreed, all monetary awards not paid within thirty days after the receipt of the award will bear interest from the date of the award at the rate allowed by statute. In no event may a demand for arbitration be the first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

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

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

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

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

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

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

Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a **household member**, or someone else using **your auto** with your consent is legally responsible for the accident. The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, **your auto** or other auto used by you or a **household member** with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.

We will not pay for property damage which occurs:

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1. While **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.
 2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.
 3. While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.
 4. While a **household member** is using an auto which you or any **household member** owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
 5. While you are using an auto which you own or use regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
 6. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.
 7. When the property damage is caused by anyone using an auto without the consent of the owner.
 8. While an auto is being used in any racing, speed, stunting, or demolition contest or activity.

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

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

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

This Part is Compulsory. You must have limits of at least \$5,000. However, you may want to buy more protection. Higher limits may be purchased if agreed upon by you and by us.

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

With the exception of Towing and Labor (Part 11), we must sell you any or all of the Optional coverages you wish. These are subject to certain deductibles and limits specified in Massachusetts law. However, the law states that we may refuse to sell Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) in certain specified instances.

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

We will not pay under any of the Optional coverages:

1. If the accident happens while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation service at the direction of a charitable group.
2. For loss of or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, unless it has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. If the electronic equipment is permanently installed but not in locations used by the auto manufacturer, we will only pay up to \$1,000 for loss to such equipment.

Electronic Equipment includes but is not limited to:

- A. Radios and Stereos;
- B. Cassette and Compact Disc Systems;
- C. Navigation Systems, Internet Access Systems, and Personal Computers;
- D. Video Entertainment Systems, Telephones and Televisions;
- E. Two-way mobile radios, Scanners and Citizens Band Radios

Tapes, discs, cassettes, and other media are not covered.

3. For loss of or damage to any custom furnishings or custom equipment in or upon any pick-up truck, van or similar vehicle. Custom furnishings or custom equipment include but are not limited to the following items: special carpeting and insulation, furniture, bars, television receivers, facilities for cooking and sleeping, height-extending roofs, custom murals, paintings or other decals or graphics.
4. For loss or damage to equipment designed for the detection or avoidance of any law enforcement speed measuring device. This does not apply to electronic equipment designed solely for safety warning systems.
5. For injury or damage that is intentionally caused by you, a **household member** or anyone else using **your auto** with your consent.
6. For injury or damage resulting from an accident while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

Part 5.
Optional Bodily
Injury To Others.

Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

This Part is similar to Compulsory Bodily Injury To Others (Part 1). It pays for accidents involving **your auto** in Massachusetts and does not pay for the benefit of anyone using an auto without the consent of the owner. Unlike the Compulsory Part, this Part provides coverage for injuries to guest occupants and for accidents occurring outside Massachusetts.

We will not pay or defend:

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

Optional Insurance (Continued)

5. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.
6. For liability assumed under any other contract or agreement.

Your policy will automatically apply to an accident that occurs in any other State or a Canadian province if you have purchased any coverage under this Part If the state or province has a:

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

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

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

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

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

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

**Optional
Insurance
(Continued)**

We must sell you limits up to \$35,000 per person and \$80,000 per accident if you want to buy them. Higher limits may be purchased if agreed upon by you and by us.

Part 6. Medical Payments. Under this Part, we will pay reasonable expenses for necessary medical and funeral services incurred as a result of an accident.

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

We will not pay for expenses resulting from injuries to:

1. Anyone injured while in a vehicle which had been placed off the public roads for use as a residence.
2. Anyone injured in the course of employment in selling, servicing, repairing or parking autos if that person is entitled to workers' compensation benefits.
3. Anyone employed by you or your spouse who is injured in the course of employment. This exception does not apply to any domestic employee who is not entitled to any workers' compensation benefits.
4. Anyone injured while **occupying** an auto without a reasonable belief that he or she had the consent of the owner to do so.
5. A **household member**, other than your spouse, while occupying or struck by an auto owned or regularly used by you or any **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.
6. You while occupying or struck by an auto owned or regularly used by you unless a premium for this Part is shown for that auto on the Coverage Selections Page.
7. Any person who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or narcotic drugs, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself, or others.
8. Anyone who is entitled to benefits under a workers' compensation law or similar law for the same injury.

No payments will be made under this Part that duplicate payments made for the same bodily injuries under Parts 1, 2, 3, 5, or 12 of this Policy. In addition, no payments will be made under this Part that duplicate payments made for the same bodily injuries under any other auto insurance policy or under a health insurance policy covering the injured person.

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

**Optional
Insurance
(Continued)**

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

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

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

We must sell you limits of \$5,000 per person if you want to buy them. Higher limits may be purchased if agreed upon by you and us.

**Part 7.
Collision.**

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part.

We will also pay reasonable and necessary expenses for towing, recovery and storage of **your auto**.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.

We will not pay for any liability assumed under any other contract or agreement.

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

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

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

If we pay for the total loss of **your auto**, we will suspend the Collision Coverage for that auto until it passes a motor vehicle Test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

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

Part 8.

Limited Collision. Under this Part, we will pay in some situations for direct and accidental damage to **your auto** caused by a **collision**. We will also pay in these situations for damage to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part.

We will also pay reasonable and necessary expenses for towing, recovery and storage of **your auto**.

**Optional
Insurance
(Continued)**

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.

We will not pay for any liability assumed under any other contract or agreement.

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

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

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

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

We only pay under this Part for multiple car accidents in which the driver of the auto we are covering was no more than 50% at fault. We will not pay if the owner of the other auto cannot be identified. We are required to determine whether the driver of the auto we are covering was more than 50% at fault. We will notify you of our decision.

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

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

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

If we pay for the total loss of **your auto**, we will suspend the Limited Collision Coverage for that auto until it passes a motor vehicle inspection test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

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

**Part 9.
Comprehensive.**

Under this Part, we will pay for direct and accidental damage to or loss of **your auto** other than damage caused by **collision**. We will also pay for such damage or loss to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of loss. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part. We will reimburse you for substitute transportation expenses if **your auto** is stolen.

We will also pay reasonable and necessary expenses for towing, recovery and storage of **your auto**.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page. Your deductible does not apply to glass breakage or substitute transportation expenses following a theft.

We will not pay for such damage or loss to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. This part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

We will not pay for any liability assumed under any other contract or agreement.

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

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time. After that, we will reimburse you up to \$15 a day to a maximum of \$450.

Your right to reimbursement stops on the day **your auto** is located or before that time if we pay you for the theft loss.

If you choose not to rent an auto, we will reimburse you up to the same amount for taxicab fares, bus fares and other transportation expenses. If **your auto** is found, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the auto and for repairs will not be more than the actual cash value of the auto.

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

Massachusetts law requires that if we pay for the total loss of **your auto** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement auto unless it is made reasonably available for our inspection within two Registry of Motor Vehicles business days following the day you acquired it. We may also raise your deductible unless you install an approved anti-theft device in the replacement auto.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

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

**Part 10.
Substitute
Transportation.**

Under this Part, we will reimburse you in certain situations up to the limits shown on your Coverage Selections Page. We will reimburse you if **your auto** was in a **collision** and is being repaired or replaced. We will also reimburse you if **your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9).

We will not make any payments unless you lose the use of **your auto** for at least 24 hours.

Reimbursement for rental charges and transportation expenses will end the earliest of when **your auto** has been returned to you, repaired, or replaced. We will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. If **your auto** is deemed by us to be a total loss, reimbursement for rental charges and transportation expenses will end seven business days after we offer to pay the actual cash value under Part 7, Part 8, or Part 9.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time.

Under Comprehensive (Part 9) there is substitute transportation coverage when **your auto** is stolen. If you purchase both Comprehensive and \$15/\$450 limits under this Part, Comprehensive will pay first until its coverage is no longer available. Then this Part will pay. If you purchase \$30/\$900 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$30 a day to a maximum of \$900. If you purchase higher limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part are the limits for this Part.

The Coverage under this Part will not duplicate any payments under Comprehensive (Part 9).

If you choose not to rent an auto, we will reimburse you up to the same amounts for taxicab fares, bus fares, and other transportation expenses.

**Part 11.
Towing And Labor.** Under this Part, we will pay up to the limit shown on your Coverage Selections Page for towing, recovery, and labor costs incurred each time **your auto** is disabled. We will pay only for labor done at the scene to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.

**Part 12.
Bodily Injury
Caused By An
Underinsured Auto.**

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

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

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

We will pay damages to or for:

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

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

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

We will not pay to or for:

1. You while **occupying** an auto you own unless a premium charge is shown for that auto on your Coverage Selections Page.
2. Anyone injured while using an auto without the consent of the owner.
3. Any **household member** if struck by or while **occupying** an auto owned by that **household member** which does not have Massachusetts compulsory auto insurance.

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

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

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

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

The decision as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. Unless otherwise agreed, all monetary awards not paid within thirty days after receipt of the award shall bear interest from the date of the award at the rate allowed by statute. In no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

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

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

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

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

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

1. Where You Are Covered.

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

2. Our Duty To Defend You And Our Right To Settle.

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

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

3. Additional Costs We Will Pay.

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

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

B. Interest on that part of a judgment or arbitration award that is within our limits of liability which accrues after the judgment or award in any matter we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.

C. Up to \$40 a day for loss of earnings, but not for loss of other income, to any person covered under this policy who attends hearings or trials at our request.

D. Other reasonable expenses incurred at our request.

4. What Happens If You Die. If you die, we will continue coverage for the period of this policy for:

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

5. Our Right To Be Repaid.

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

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

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

6. When You Have More Than One Auto Policy With Us.	You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies. However, claims made under Bodily Injury Caused By An Uninsured Auto (Part 3) and Bodily Injury Caused By An Underinsured Auto (Part 12) are treated differently. The difference is explained in the description of the coverage for that Part.
7. If You Go Bankrupt.	Bankruptcy or insolvency of any person covered under this policy does not relieve us of any of our obligations under this policy.
8. We Do Not Pay For Nuclear Losses Or War Losses.	We will not pay under Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) for any person who is an insured under a nuclear energy liability policy or who would be an insured under such a policy had it not already exhausted its limits. We will not pay under Medical Payments (Part 6), Collision, Limited Collision or Comprehensive (Parts 7, 8 and 9) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion or revolution or any act incident to any of these.
9. We Do Not Pay For Ordinary Wear Or Tear.	We will not pay for damage to your auto which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.
10. If We Pay For A Total Loss.	If we pay for the total loss of your auto , we have the right, if we so choose, to take title to that auto. We also have the right, if we so choose, to take any damaged part for which we pay.
11. Repair And Payment After A Collision or Loss; If We Disagree On The Amount of Damage (Parts 7, 8 and 9).	Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9), you must allow us to have the auto appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have your auto repaired, or if we do not receive your Repair Certificate Form, or, when requested, you do not make your auto available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of your auto if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have your auto repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

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

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

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

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

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

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

	In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must be sent to the secured lender as provided in this policy.
14. No Benefits To Anyone In The Auto Business.	Coverage under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) shall not in any way benefit any person or organization having possession of your auto for the purpose of servicing, repairing, parking, storing, or transporting it or for any similar purpose.
15. If Two Or More Autos Are Insured Under This Policy.	Two or more autos may be insured under this policy. There may be different limits for each auto. If so, when someone covered under this policy is injured while a pedestrian or is using an auto other than your auto at the time of the accident, the most we will pay under any applicable Part is the highest limit shown for that Part for any one auto on your Coverage Selections Page.
16. Trailers.	When a trailer is attached to an auto, we consider the auto and trailer together to be one auto in applying the limits shown on the Coverage Selections Page under Bodily Injury To Others, Damage To Someone Else's Property and Optional Bodily Injury To Others (Parts 1, 4 and 5).
17. Premiums For Extensions Or Renewals.	The premium we will charge for any extension or renewal of this policy will be in accordance with our rates and rules in effect at the time of the effective date of the extension or renewal.
18. False Information.	If you or someone on your behalf gives us false, deceptive, misleading or incomplete information in any application or policy change request and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under the compulsory coverages of this policy.
19. Changes Which Affect Premium.	If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges. This includes the description, ownership, type of usage and place of garaging of your auto . It also includes the household members and individuals who customarily operate your auto .
20. Pre-Insurance Inspection.	Massachusetts law provides that we may inspect certain motor vehicles for providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9).

21. Actual Cash Value. Whenever the appraised cost of repair of an auto plus the probable salvage value of the auto may be reasonably expected to exceed the actual cash value of the auto, we shall determine the auto's actual cash value. Our decision shall be based on a consideration of all of the following factors:

- 1) The retail book value for an auto of like kind and quality, but for the damage incurred;
- 2) The price paid for the auto plus the value of prior improvements to the auto at the time of the accident, less appropriate depreciation;
- 3) The decrease in value of the auto resulting from prior unrelated damage which is detected by the appraiser; and
- 4) The actual cost of purchase of an available auto of like kind and quality but for the damaged sustained.

22. Assignment. Under Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9), an assignment of interest under this policy will not bind us without our knowledge or consent. Any improper assignment shall be void and invalid. The assignee shall acquire no rights under this contract and we shall not recognize any such assignment. This limitation on assignment shall not affect our right to subrogation under this policy.

Cancellation.

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

You can cancel any of the Optional Insurance Parts at any time by giving us or your agent at least 20 days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can, cancel all of the policy by giving us or your agent at least 20 days written notice.

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

1. You have not paid your premiums.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. The driver's license or auto registration of you, or any person who resides in your household and usually operates an auto insured under this policy, has been under suspension or revocation during the policy period.
4. You fail to comply with a request for a safety inspection test for a vehicle for which total damage has been paid.

We can cancel Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) on a vehicle:

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

Cancellation And Renewal (Continued)

We may also cancel:

1. Collision (Part 7) and Limited Collision (Part 8) on a vehicle customarily driven by or owned by persons who, within three years preceding the effective date of this policy, have been involved in four or more at-fault auto accidents. An at-fault accident is one in which you or any person who customarily drives **your auto** was more than 50% at fault; and
2. Comprehensive (Part 9) on a vehicle customarily driven by or owned by persons who have two or more total auto theft or fire insurance claims within the three years immediately preceding the effective date of this policy.

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

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

Automatic Termination.

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

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

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

Legal Notice Requirement.

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the

effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice.

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

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

If the policy is cancelled, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect. If the policy is cancelled by you or by law, we may give you a refund which is less than proportional based on a "short rate" table.

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

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

Renewal.

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

First, Help Any Injured Person.	Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the auto from further damage or loss. Where there is coverage provided by this policy, we will pay for any reasonable expenses incurred in doing this.
Second, Notify The Police, Registry Or Fire Department.	Under Massachusetts law, notice to the local or state police and the Registry of Motor Vehicles is required within 5 days if there is anyone injured in an accident, no matter how slight the injury, or if there is reason to believe that there has been over \$1,000 in total property damage. Within 24 hours, notify both the police and us if your auto is stolen or if you have been involved in a hit-and-run accident. You must report a fire loss to the fire department. The notice to the police or the fire department must be on the form required by law.
Third, File The Claim With Us.	We do not know about accidents or losses until you or someone else notifies us. We, or our agent, must be notified promptly of the accident or loss by you or someone on your behalf. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses. If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts. If you are filing a claim for damage to your auto , you or someone on your behalf must file a proof of loss within 91 days after the accident.
Fourth, Cooperate With Us.	After an accident or loss, you or anyone else covered under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. We must be sent copies of all legal documents in connection with the accident or loss. We may also require you and any person seeking payment under any part of this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim. If anyone makes a claim or seeks payment under Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Medical Payments, or Bodily Injury Caused By An Underinsured Auto (Parts 2, 3, 6 or 12), we have a right to require that person to be examined by doctors selected by us. If anyone seeks continuing payments under any of these Parts, we may also require additional examinations at reasonable intervals. We will pay for these examinations. We must also be authorized to obtain medical reports and other records pertinent to the claim. Failure to cooperate with us may result in the denial of the claim.

**Remember: Defensive Driving
Can Save Your Life And Your
Money**

MEDICAL PAYMENTS ENDORSEMENT – M-109-S

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

Optional Insurance, 6. Medical Payments

Under Part 6, Medical Payments, the following sentence is added at the end of the third paragraph, which appears on Page 15 after the numbered items:

No payments will be made under this Part that duplicate payments made for the same bodily injuries under Part 1, Part 2, Part 3, Part 5, or Part 12 of this Policy. In addition, no payments will be made under this Part that duplicate payments made for the same bodily injuries under any other automobile insurance policy or under a health insurance policy covering the injured person.

General Provisions and Exclusions, 5. Our Right To Be Repaid

The final paragraph of General Provision 5, Our Right To Be Repaid, which appears on Page 26, is deleted.

[Ed. 11-13]

MASSACHUSETTS ENDORSEMENT - M-0108-S**Personal Vehicle Sharing Exclusion**

We will not pay any claim for injury or property damage under the policy, while **your auto** is being used in a personal vehicle sharing program. Such programs allow the use of **your auto** by a person other than you or a **household member** under an agreement and with payment to you. This exclusion does not apply to Personal Injury Protection (Part 2).

[Ed. 10-13]

MASSACHUSETTS ENDORSEMENT – M-0004-S**Transportation of Fellow Employees, Students or Others**

The coverage provided under Bodily Injury to Others (Part 1) also applies to bodily injuries sustained by any person as a result of an accident while that person is a passenger in your auto if you or anyone operating your auto is at the time of the accident:

- A. Going to or from work and also carrying someone else to or from work for a fee, or
- B. Going to or from a school or place of school activity and also carrying someone else to or from a school or a place of school activity for a fee.

The coverage provided under Damage to Someone Else's Property (Part 4), Optional Bodily Injury to Others (Part 5), and Medical Payments (Part 6) also applies to bodily injuries and property damage resulting from an accident involving an auto you or a household member is operating, or involving your auto operated by anyone while:

- A. Going to or from work and also carrying someone else to or from work for a fee, or
- B. Going to or from a school or place of school activity and also carrying someone else to or from a school or a place of school activity for a fee.

We will not pay under this endorsement for bodily injury or property damage sustained while:

- A. The auto is rented or used as a public or private livery, or
- B. Using any auto that seats more than nine persons and has a taximeter.

All of the provisions of the policy not changed by this endorsement apply to the coverage provided by this endorsement.

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*RULE 2. COVERAGES AND LIMITS

The types of coverages available in the Massachusetts Automobile Insurance Policy are:

Compulsory Insurance Coverages

Part 1 - Bodily Injury To Others

The basic limits are \$20,000 each person and \$40,000 each accident.

Part 2 - Personal Injury Protection

The basic limit is \$8,000 for each person. Refer to Rule 30 for available deductibles.

Part 3 - Bodily Injury Caused By An Uninsured Auto

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

Part 4 - Damage To Someone Else's Property

The basic limit is \$5,000 each accident. Increased limits are available.

Optional Insurance Coverages

Part 5 - Optional Bodily Injury To Others

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available.

***Part 6 - Medical Payments**

The basic limit is \$5,000 each person. Higher limits are available for all motor vehicles rated in this manual. This coverage is excess over Personal Injury Protection.

Part 7 - Collision

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. Waiver of Deductible is available at the option of the insured. Endorsement MPY-0016-S must be attached. This coverage is written on an actual cash value or stated amount basis.

Part 8 - Limited Collision

This coverage is subject to a basic deductible of \$500. Other deductibles or full coverage are available at the option of the insured. This coverage is written on an actual cash value or stated amount basis.

Part 9 - Comprehensive

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. A separate \$100 glass deductible is also available at the option of the insured. Endorsement MPY-0039-S, titled \$100 Glass Deductible, must be issued with the policy. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an actual cash value, stated amount or agreed amount basis.

***Part 10 - Substitute Transportation**

This coverage pays for loss of use to a motor vehicle as a result of an accident or loss. Refer to page R-7 for applicable limits and premiums.

***Part 11 - Towing And Labor**

This coverage will pay up to \$50 or up to \$100 for towing and labor costs for each auto disablement. It is available only for private passenger motor vehicles, as defined in Rule 27. Refer to page R-7 for applicable limits and premiums.

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Part 12 - Bodily Injury Caused By An Underinsured Auto

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

Other Coverages Available Are For:

Fire, Theft and Combined Additional Coverage subject to a basic deductible of \$500. Higher Deductibles are available at the option of the insured.

Theft coverage may be granted only in connection with Fire Coverage, and for a like amount in both cases.

These coverages are written on an actual cash value basis or stated amount basis.

Endorsement MPY-0031-S, titled Other Optional Insurance – Combined Additional Coverage, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0028—S, titled Other Optional Insurance – Fire, Lightning and Transportation, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0029-S, titled Other Optional Insurance – Theft, must be issued with the policy when this coverage is afforded.

***RULE 28. PRIVATE PASSENGER CLASSIFICATIONS**

A. Operator Classes

- 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.
- 21 Inexperienced Occasional Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is not the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 25 Inexperienced Principal Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has completed a Satisfactory Driver Training Program.
- 26 Inexperienced Occasional Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, has completed a Satisfactory Driver Training Program, and is not the principal operator of the automobile.
- 30 Business Use.** The operator has been licensed at least six years and the automobile is used in the occupation, profession, or business of the insured. Going to or from the principal place of the occupation, profession or business of the insured is not considered business use.

Driving experience is determined by the number of full years that an operator has held a valid driver's license at the time the policy is issued. The number of years licensed will be determined based on the operator's date first licensed and the policy effective date, rounded to the nearest full year of driving experience. If the date first licensed is not provided by the insured, we will assign the year first licensed based on the earliest possible date the driver's license could be obtained in the Commonwealth of Massachusetts.

If an operator's driving privileges have ever been suspended or revoked for driving related offenses, the years driving experience will be determined by the number of years since the last reinstatement of driving privileges. Foreign driving experience will be accepted if a certified English language translation of the operator's driving record is supplied.

B. Operators

All operators of the insured automobiles must be listed on the Coverage Selections Page of the Policy. An operator is a person who has an operator's license, but does not include a person who has only a learner's permit.

1. Assignment of Operators to Automobiles

- a. Each operator listed on the policy shall be assigned to an automobile on the policy based on the operator's class and merit rating plan points in a manner which produces the highest Combined Premium (the sum of the premium for Parts 1, 2, 4, 5, 7, 8, and 9 for the operator's class and the operator's merit rating plan points) for each automobile. The operators shall be assigned in order of the highest Combined

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Premium applied to the automobile with highest Base Premium (the automobile's Class 10 premium for Parts 1, 2, 4, 5, 7, 8, and 9) until all operators are assigned to an automobile, except that:

- i. If an inexperienced operator is the principal operator of a specific automobile, the automobile shall be rated with the appropriate inexperienced principal operator class and merit rating plan points of that operator;
 - ii. If an operator age 65 or over is the principal operator of a specific automobile and all operators listed on the policy have been licensed at least six years, the automobile shall be rated as Class 15 and that operator's merit rating plan points shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the merit rating plan points of the Class 15 operators shall be applied in the manner which produces the highest Combined Premium.
 - iii. If an operator's class and merit rating plan points are rated on an automobile covered by another Massachusetts private passenger insurance policy, that operator shall be deferred from rating on the policy (Deferred Operator). If all operators listed on a policy are Deferred Operators, the operator producing the lowest Combined Premium shall be assigned to the automobile(s).
 - iv. If only one operator is listed on the policy, all automobiles on the policy will be assigned the same principal operator classification and merit rating plan points.
 - v. If each listed operator has been used in rating an automobile on the policy, any remaining automobiles shall be assigned the operator class and merit rating plan points which produces the lowest Combined Premium, unless the automobile is subject to rating as Class 30.
 - vi. If more than one operator is listed on the policy, an operator cannot be assigned as the principal operator of more than one automobile on the policy until the other operators (except Deferred Operators) are assigned to an automobile.
- b. The assignment of operators to automobiles applies regardless of the number of policies or insurers involved.
 - c. An inexperienced operator in active military service with the Armed Forces of the United States of America shall not be considered an operator of the automobile unless such individual customarily operates the automobile.
 - d. Private passenger automobiles owned by clergy are to be classified as Class 10 or 15 unless (a) Class 30 is required due to business use other than in connection with church use or (b) an inexperienced operator is listed on the policy.

2. Excluded Operator

If an operator who is a member of the household is to be excluded in rating a particular automobile to produce a lower premium charge, the policyholder must submit a signed statement that such operator does not and will not operate the automobile to be insured. The signed statement must be part of the Operator Exclusion Form, M-0106-S which is attached to the policy.

If any operator excluded by the Operator Exclusion Form operates the automobile, under any circumstances, the appropriate operator classification premium for the full policy period shall be charged and the company shall deny payment of any claim under the optional coverage for a collision or limited collision claim because the excluded operator was driving the automobile at the time of the accident. The company may elect not to charge the additional premium for the full policy period.

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3. Driving Experience

An operator new to Massachusetts must provide evidence of licensure from the state or country where the operator was previously licensed in order to assign the correct operator classification under this rule. If electronically available, the company will be responsible for obtaining the motor vehicle operator report from the other state or country. If necessary, a certified English translation may be required. No operator shall be assigned to Class 10 unless the operator has six or more years of driving experience.

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. Operator Use

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

- 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.
- Occasional Operator – a person who has an operator's license and operates the insured automobile less than the principal operator.

C. Classification Changes

Classification of each automobile shall be determined by the facts existing as of the effective date of the policy. Premium adjustments shall be made on a pro rata basis if changes occur during the policy period.

D. Satisfactory Driver Training Program

1. Completion and receipt of a certificate under the Massachusetts Driver Education Program prescribed by the Registrar of Motor Vehicles, or
2. The presenting of satisfactory evidence (certificate signed by school officials) that such operators have successfully completed a driver education course in a state other than Massachusetts meeting the following standards:
 - a. The course had the official approval of the State Department of Education or other responsible state agency, and was conducted by:
 - (1) a recognized secondary school, college or university, or
 - (2) other school approved and supervised by the State Department of Education or other responsible state agency.
 - b. The course was conducted by instructors certified by the State Department of Education or other responsible state agency.
 - b. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of twelve clock hours per student in the practice driving phase.

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RULE 29. RESERVED FOR FUTURE USE

VERMONT MUTUAL MASSACHUSETTS PERSONAL AUTOMOBILE MANUAL

RULE 31. RESERVED FOR FUTURE USE

PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL
EXCEPTION PAGES

MEDICAL PAYMENTS ENDORSEMENT

Attach Medical Payments Endorsement **M-109-S** to all policies.

PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL
EXCEPTION PAGES

PERSONAL VEHICLE SHARING EXCLUSION

Attach Personal Vehicle Sharing Exclusion endorsement **M-0108-S** to all policies.

Massachusetts Automobile Insurance Policy

Vermont Mutual Insurance Company



Since 1828

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

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This insurance policy is a legal contract between the policy owner (you) and the company (we or us). It insures you and **your auto** for the period shown on the Coverage Selections Page.

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

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

Compulsory Insurance.

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

Optional Insurance.

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

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

Please read the whole policy to see what kinds of insurance are available to cover these different situations. You should check the Coverage Selections Page to make sure it correctly indicates the coverages you purchased. Each coverage you purchased will show a premium charge next to it. If no premium charge is shown, you do not have that coverage.

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

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

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

Throughout this policy:

1. **We, Us** or **Our** – refers to the company issuing this policy.
2. **You** or **Your** – refers to the person(s) named in Item 1 of the Coverage Selections Page. This includes your spouse while a **household member**.
3. **Accident** – means an unexpected, unintended event that causes bodily injury or property damage arising out of the ownership, maintenance, or use of an auto.
4. **Auto** – means a land motor vehicle or **trailer** but does not include:
 - A. Any vehicle operated on rails or crawler treads.
 - B. Any vehicle or **trailer** while it is located for use as a residence or premises. We consider such a vehicle to be an auto while it is being used on public roads or for recreational use.
 - C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.
 - D. Any vehicle not subject to motor vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle.

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

5. **Your Auto** – means:
 - A. The vehicle(s) described on the Coverage Selections Page.
 - B. Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term **your auto**. However **your auto** does not include a substitute vehicle owned by you.
 - C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing,

maintaining or repairing furnishings or equipment.

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

6. Trailer – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

7. Occupying – means in, upon, entering into, or getting out of.

8. Collision – means the accidental upset of **your auto** or any physical contact of **your auto** with another object.

9. Household Member – means anyone living in your household who is related to you by blood, marriage, or adoption. This includes wards, step-children or foster children.

10. Pedestrian – includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not **occupying** an auto at the time of the accident.

Our Agreement

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

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

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

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

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

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Compulsory Insurance

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

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

Your Compulsory Insurance does not pay for any damage to **your auto**.

Part 1. Bodily Injury To Others.

Under this Part, we will pay damages to people injured or killed by **your auto** in Massachusetts accidents. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages. We will pay only if you or someone else using **your auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$40,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay or defend:

1. For injuries to guest occupants of **your auto**.
2. For accidents outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. For injuries to any employees of the legally responsible person if they are entitled to benefits for the same injury under any workers' compensation law or similar law.
4. For accidents while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.

The law provides a special protection for anyone entitled to damages under this Part. We must pay their claims even if false statements were made when applying for this policy or **your auto** registration. We must

also pay even if you or the legally responsible person fails to cooperate with us after the accident. We will, however, be entitled to reimbursement from the person who did not cooperate or who made any false statements.

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

**Part 2.
Personal Injury
Protection.**

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

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

We will pay three kinds of benefits:

A. Medical Expenses

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

B. Lost Wages

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

C. Replacement Services

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

We will pay PIP benefits to or for:

1. You, or any other person, if injured while **occupying your auto** with your consent.

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Compulsory Insurance (Continued)

2. You, or anyone living in your household, if injured while **occupying** an auto which does not have Compulsory Insurance or if struck by an auto which does not have Compulsory Insurance.

3. Any **pedestrian**, including you, if struck by **your auto** in Massachusetts or any Massachusetts resident who, while a **pedestrian**, is struck by **your auto** outside of Massachusetts.

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

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

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

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

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

We will not pay PIP benefits to or for:

1. Anyone who, at the time of the accident, was operating or occupying a motorcycle, any motor vehicle not subject to motor vehicle registration, or a motorized bicycle or moped.
2. Anyone who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to benefits under any workers' compensation law or similar law for the same injury.
4. Any person while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool, or in an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.
5. Any person injured while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

When you purchased this Part you were given the choice to exclude yourself, or yourself and **household members**, from some or all of the PIP coverage. The portion of each claim you may have agreed to exclude is called a "deductible." You paid a smaller premium if you chose a deductible. In that case, we will only pay up to the difference between \$8,000 and the amount of your deductible. The deductible is shown on the Coverage Selections Page.

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

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

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

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Compulsory Insurance (Continued)

Part 3. Bodily Injury Caused By An Uninsured Auto.

Sometimes an owner or operator of an auto legally responsible for an accident is uninsured. Some accidents involve unidentified hit-and-run autos. Under this Part, we will pay damages for bodily injury to people injured or killed in certain accidents caused by uninsured or hit-and-run autos. We will pay only if the injured person is legally entitled to recover from the owner or operator of the uninsured or hit-and-run auto. We will pay for hit-and-run accidents only if the owner or operator causing the accident cannot be identified. Sometimes the company insuring the auto responsible for an accident will deny coverage or become insolvent. We consider such an auto to be uninsured for purposes of this Part. However, we do not consider an auto owned by a governmental unit which is self-insured, or by someone who is legally self-insured, to be an uninsured auto.

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

We will pay damages to or for:

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

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

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

We will not pay damages to anyone under this Part while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.

We will not pay under this Part for injuries which occur while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

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

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

The most we will pay for damages to or for anyone injured while using an auto without the consent of the owner is \$35,000 per person and \$80,000 per accident, or the limits you purchased, whichever is less.

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

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

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

The decision as to whether an injured person is entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of the damages, if any, will be determined in the same way. Arbitration will

be used if no agreement can be reached. Unless otherwise agreed, all monetary awards not paid within thirty days after the receipt of the award will bear interest from the date of the award at the rate allowed by statute. In no event may a demand for arbitration be the first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

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

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

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

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

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

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

Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a **household member**, or someone else using **your auto** with your consent is legally responsible for the accident. The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, **your auto** or other auto used by you or a **household member** with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.

We will not pay for property damage which occurs:

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1. While **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation services at the direction of a charitable group.
 2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.
 3. While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.
 4. While a **household member** is using an auto which you or any **household member** owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
 5. While you are using an auto which you own or use regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
 6. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.
 7. When the property damage is caused by anyone using an auto without the consent of the owner.
 8. While an auto is being used in any racing, speed, stunting, or demolition contest or activity.

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

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

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

This Part is Compulsory. You must have limits of at least \$5,000. However, you may want to buy more protection. Higher limits may be purchased if agreed upon by you and by us.

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

With the exception of Towing and Labor (Part 11), we must sell you any or all of the Optional coverages you wish. These are subject to certain deductibles and limits specified in Massachusetts law. However, the law states that we may refuse to sell Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) in certain specified instances.

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

We will not pay under any of the Optional coverages:

1. If the accident happens while **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation service at the direction of a charitable group.
2. For loss of or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, unless it has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. If the electronic equipment is permanently installed but not in locations used by the auto manufacturer, we will only pay up to \$1,000 for loss to such equipment.

Electronic Equipment includes but is not limited to:

- A. Radios and Stereos;
- B. Cassette and Compact Disc Systems;
- C. Navigation Systems, Internet Access Systems, and Personal Computers;
- D. Video Entertainment Systems, Telephones and Televisions;
- E. Two-way mobile radios, Scanners and Citizens Band Radios

Tapes, discs, cassettes, and other media are not covered.

3. For loss of or damage to any custom furnishings or custom equipment in or upon any pick-up truck, van or similar vehicle. Custom furnishings or custom equipment include but are not limited to the following items: special carpeting and insulation, furniture, bars, television receivers, facilities for cooking and sleeping, height-extending roofs, custom murals, paintings or other decals or graphics.
4. For loss or damage to equipment designed for the detection or avoidance of any law enforcement speed measuring device. This does not apply to electronic equipment designed solely for safety warning systems.
5. For injury or damage that is intentionally caused by you, a **household member** or anyone else using **your auto** with your consent.
6. For injury or damage resulting from an accident while an auto is being used in any racing, speed, stunting, or demolition contest or activity.

Part 5.
Optional Bodily
Injury To Others.

Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

This Part is similar to Compulsory Bodily Injury To Others (Part 1). It pays for accidents involving **your auto** in Massachusetts and does not pay for the benefit of anyone using an auto without the consent of the owner. Unlike the Compulsory Part, this Part provides coverage for injuries to guest occupants and for accidents occurring outside Massachusetts.

We will not pay or defend:

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

Optional Insurance (Continued)

5. While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.
6. For liability assumed under any other contract or agreement.

Your policy will automatically apply to an accident that occurs in any other State or a Canadian province if you have purchased any coverage under this Part If the state or province has a:

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

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

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

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

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

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

**Optional
Insurance
(Continued)**

We must sell you limits up to \$35,000 per person and \$80,000 per accident if you want to buy them. Higher limits may be purchased if agreed upon by you and by us.

Part 6. Medical Payments. Under this Part, we will pay reasonable expenses for necessary medical and funeral services incurred as a result of an accident.

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

We will not pay for expenses resulting from injuries to:

1. Anyone injured while in a vehicle which had been placed off the public roads for use as a residence.
2. Anyone injured in the course of employment in selling, servicing, repairing or parking autos if that person is entitled to workers' compensation benefits.
3. Anyone employed by you or your spouse who is injured in the course of employment. This exception does not apply to any domestic employee who is not entitled to any workers' compensation benefits.
4. Anyone injured while **occupying** an auto without a reasonable belief that he or she had the consent of the owner to do so.
5. A **household member**, other than your spouse, while occupying or struck by an auto owned or regularly used by you or any **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.
6. You while occupying or struck by an auto owned or regularly used by you unless a premium for this Part is shown for that auto on the Coverage Selections Page.
7. Any person who contributed to his or her injury by operating an auto (a) while under the influence of alcohol, marijuana, or narcotic drugs, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself, or others.
8. Anyone who is entitled to benefits under a workers' compensation law or similar law for the same injury.

No payments will be made under this Part that duplicate payments made for the same bodily injuries under Parts 1, 2, 3, 5, or 12 of this Policy. In addition, no payments will be made under this Part that duplicate payments made for the same bodily injuries under any other auto insurance policy or under a health insurance policy covering the injured person.

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

**Optional
Insurance
(Continued)**

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

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

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

We must sell you limits of \$5,000 per person if you want to buy them. Higher limits may be purchased if agreed upon by you and us.

**Part 7.
Collision.**

Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision**. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. It does not matter who is at fault. We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part.

We will also pay reasonable and necessary expenses for towing, recovery and storage of **your auto**.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.

We will not pay for any liability assumed under any other contract or agreement.

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

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

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

If we pay for the total loss of **your auto**, we will suspend the Collision Coverage for that auto until it passes a motor vehicle Test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

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

Part 8.

Limited Collision. Under this Part, we will pay in some situations for direct and accidental damage to **your auto** caused by a **collision**. We will also pay in these situations for damage to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of the **collision**. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part.

We will also pay reasonable and necessary expenses for towing, recovery and storage of **your auto**.

**Optional
Insurance
(Continued)**

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page.

We will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page.

We will not pay for any liability assumed under any other contract or agreement.

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

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

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

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

We only pay under this Part for multiple car accidents in which the driver of the auto we are covering was no more than 50% at fault. We will not pay if the owner of the other auto cannot be identified. We are required to determine whether the driver of the auto we are covering was more than 50% at fault. We will notify you of our decision.

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

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

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

If we pay for the total loss of **your auto**, we will suspend the Limited Collision Coverage for that auto until it passes a motor vehicle inspection test.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

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

**Part 9.
Comprehensive.**

Under this Part, we will pay for direct and accidental damage to or loss of **your auto** other than damage caused by **collision**. We will also pay for such damage or loss to other private passenger autos while being used by you or a **household member** with the consent of the owner.

We will pay the cost to repair the auto or any of its parts up to the actual cash value of the auto or any of its parts at the time of loss. We will not pay for any decrease in value claimed to result from the loss. The most we will pay will be either the actual cash value of the auto or the cost to repair the auto, whichever is less. The cost to repair the auto is limited to the prevailing competitive price, which is the price we can secure from a licensed repair facility conveniently located to you. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto. We will, at our option, repair the auto, repair or replace any of its parts, or declare the auto a total loss. If the repair of a damaged part will impair the operational safety of the auto we will replace the part. We will reimburse you for substitute transportation expenses if **your auto** is stolen.

We will also pay reasonable and necessary expenses for towing, recovery and storage of **your auto**.

In all cases we will subtract the deductible amount you selected. Unless you selected a different amount, the law sets your deductible at \$500. Your deductible is shown on the Coverage Selections Page. Your deductible does not apply to glass breakage or substitute transportation expenses following a theft.

We will not pay for such damage or loss to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. This part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

We will not pay for any liability assumed under any other contract or agreement.

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

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time. After that, we will reimburse you up to \$15 a day to a maximum of \$450.

Your right to reimbursement stops on the day **your auto** is located or before that time if we pay you for the theft loss.

If you choose not to rent an auto, we will reimburse you up to the same amount for taxicab fares, bus fares and other transportation expenses. If **your auto** is found, we will pay the cost of transporting it to your last address shown on the Coverage Selections Page. However, our total payment for transporting the auto and for repairs will not be more than the actual cash value of the auto.

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

Massachusetts law requires that if we pay for the total loss of **your auto** as a result of a fire or theft, we may suspend coverage for a fire or theft loss under this Part for any replacement auto unless it is made reasonably available for our inspection within two Registry of Motor Vehicles business days following the day you acquired it. We may also raise your deductible unless you install an approved anti-theft device in the replacement auto.

Camper bodies are not covered under this Part unless specifically shown on the Coverage Selections Page or by endorsement. An additional premium will be charged for insuring a camper body.

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

**Part 10.
Substitute
Transportation.**

Under this Part, we will reimburse you in certain situations up to the limits shown on your Coverage Selections Page. We will reimburse you if **your auto** was in a **collision** and is being repaired or replaced. We will also reimburse you if **your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9).

We will not make any payments unless you lose the use of **your auto** for at least 24 hours.

Reimbursement for rental charges and transportation expenses will end the earliest of when **your auto** has been returned to you, repaired, or replaced. We will pay only for a period of time which is reasonable for having **your auto** repaired or replaced. If **your auto** is deemed by us to be a total loss, reimbursement for rental charges and transportation expenses will end seven business days after we offer to pay the actual cash value under Part 7, Part 8, or Part 9.

If **your auto** is stolen, you must report the theft to us and the police. We will reimburse you only for transportation expenses incurred after the first 48 hours following those reports. We will not pay for transportation expenses incurred prior to that time.

Under Comprehensive (Part 9) there is substitute transportation coverage when **your auto** is stolen. If you purchase both Comprehensive and \$15/\$450 limits under this Part, Comprehensive will pay first until its coverage is no longer available. Then this Part will pay. If you purchase \$30/\$900 limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part is up to \$30 a day to a maximum of \$900. If you purchase higher limits under this Part, the most we will pay under Comprehensive (Part 9) and this Part are the limits for this Part.

The Coverage under this Part will not duplicate any payments under Comprehensive (Part 9).

If you choose not to rent an auto, we will reimburse you up to the same amounts for taxicab fares, bus fares, and other transportation expenses.

**Part 11.
Towing And Labor.**

Under this Part, we will pay up to the limit shown on your Coverage Selections Page for towing, recovery, and labor costs incurred each time **your auto** is disabled. We will pay only for labor done at the scene to the extent that the labor was needed to get **your auto** going. We will not pay for the cost of repair parts.

**Part 12.
Bodily Injury
Caused By An
Underinsured Auto.**

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

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

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

We will pay damages to or for:

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

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

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

We will not pay to or for:

1. You while **occupying** an auto you own unless a premium charge is shown for that auto on your Coverage Selections Page.
2. Anyone injured while using an auto without the consent of the owner.
3. Any **household member** if struck by or while **occupying** an auto owned by that **household member** which does not have Massachusetts compulsory auto insurance.

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

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

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

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

The decision as to whether an injured person is legally entitled to recover damages from the legally responsible owner or operator will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached. Unless otherwise agreed, all monetary awards not paid within thirty days after receipt of the award shall bear interest from the date of the award at the rate allowed by statute. In no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be filed.

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

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

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

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

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

1. Where You Are Covered.

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

2. Our Duty To Defend You And Our Right To Settle.

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

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

3. Additional Costs We Will Pay.

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

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

B. Interest on that part of a judgment or arbitration award that is within our limits of liability which accrues after the judgment or award in any matter we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.

C. Up to \$40 a day for loss of earnings, but not for loss of other income, to any person covered under this policy who attends hearings or trials at our request.

D. Other reasonable expenses incurred at our request.

4. What Happens If You Die. If you die, we will continue coverage for the period of this policy for:

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

5. Our Right To Be Repaid.

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

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

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

6. When You Have More Than One Auto Policy With Us.	You may have more than one policy with us covering the same accident. In that case, the most we will pay is the highest amount payable under the applicable coverage in any one of those policies. However, claims made under Bodily Injury Caused By An Uninsured Auto (Part 3) and Bodily Injury Caused By An Underinsured Auto (Part 12) are treated differently. The difference is explained in the description of the coverage for that Part.
7. If You Go Bankrupt.	Bankruptcy or insolvency of any person covered under this policy does not relieve us of any of our obligations under this policy.
8. We Do Not Pay For Nuclear Losses Or War Losses.	We will not pay under Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) for any person who is an insured under a nuclear energy liability policy or who would be an insured under such a policy had it not already exhausted its limits. We will not pay under Medical Payments (Part 6), Collision, Limited Collision or Comprehensive (Parts 7, 8 and 9) for losses or damage caused by radioactive contamination or by acts of war, insurrection, rebellion or revolution or any act incident to any of these.
9. We Do Not Pay For Ordinary Wear Or Tear.	We will not pay for damage to your auto which is due solely to ordinary wear and tear, freezing, mechanical or electrical failure, or for ordinary road damage to tires. We will, however, pay for this damage if it is the result of some other loss which is covered by this policy.
10. If We Pay For A Total Loss.	If we pay for the total loss of your auto , we have the right, if we so choose, to take title to that auto. We also have the right, if we so choose, to take any damaged part for which we pay.
11. Repair And Payment After A Collision or Loss; If We Disagree On The Amount of Damage (Parts 7, 8 and 9).	Under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9), you must allow us to have the auto appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have your auto repaired, or if we do not receive your Repair Certificate Form, or, when requested, you do not make your auto available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of your auto if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have your auto repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within 7 days after receiving the form.

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

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

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

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

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

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

	In order for us to cancel the rights of any secured lender shown on the Coverage Selections Page, a notice of cancellation must be sent to the secured lender as provided in this policy.
14. No Benefits To Anyone In The Auto Business.	Coverage under Collision, Limited Collision and Comprehensive (Parts 7, 8 and 9) shall not in any way benefit any person or organization having possession of your auto for the purpose of servicing, repairing, parking, storing, or transporting it or for any similar purpose.
15. If Two Or More Autos Are Insured Under This Policy.	Two or more autos may be insured under this policy. There may be different limits for each auto. If so, when someone covered under this policy is injured while a pedestrian or is using an auto other than your auto at the time of the accident, the most we will pay under any applicable Part is the highest limit shown for that Part for any one auto on your Coverage Selections Page.
16. Trailers.	When a trailer is attached to an auto, we consider the auto and trailer together to be one auto in applying the limits shown on the Coverage Selections Page under Bodily Injury To Others, Damage To Someone Else's Property and Optional Bodily Injury To Others (Parts 1, 4 and 5).
17. Premiums For Extensions Or Renewals.	The premium we will charge for any extension or renewal of this policy will be in accordance with our rates and rules in effect at the time of the effective date of the extension or renewal.
18. False Information.	If you or someone on your behalf gives us false, deceptive, misleading or incomplete information in any application or policy change request and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts of this policy. Such information includes the description and the place of garaging of the vehicles to be insured, the names of all household members and customary operators required to be listed and the answers given for all listed operators. We may also limit our payments to those amounts that we are required to sell under the compulsory coverages of this policy.
19. Changes Which Affect Premium.	If the information contained in your application changes before this policy expires, we have the right to adjust your premium to reflect such changes. You must inform us of any changes which may have a material effect on your insurance coverage or premium charges. This includes the description, ownership, type of usage and place of garaging of your auto . It also includes the household members and individuals who customarily operate your auto .
20. Pre-Insurance Inspection.	Massachusetts law provides that we may inspect certain motor vehicles for providing coverage for Collision, Limited Collision, or Comprehensive (Parts 7, 8 or 9).

- 21. Actual Cash Value.** Whenever the appraised cost of repair of an auto plus the probable salvage value of the auto may be reasonably expected to exceed the actual cash value of the auto, we shall determine the auto's actual cash value. Our decision shall be based on a consideration of all of the following factors:
- 1) The retail book value for an auto of like kind and quality, but for the damage incurred;
 - 2) The price paid for the auto plus the value of prior improvements to the auto at the time of the accident, less appropriate depreciation;
 - 3) The decrease in value of the auto resulting from prior unrelated damage which is detected by the appraiser; and
 - 4) The actual cost of purchase of an available auto of like kind and quality but for the damaged sustained.

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- 22. Assignment.** Under Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9), an assignment of interest under this policy will not bind us without our knowledge or consent. Any improper assignment shall be void and invalid. The assignee shall acquire no rights under this contract and we shall not recognize any such assignment. This limitation on assignment shall not affect our right to subrogation under this policy.

Cancellation.

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

You can cancel any of the Optional Insurance Parts at any time by giving us or your agent at least 20 days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can, cancel all of the policy by giving us or your agent at least 20 days written notice.

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

1. You have not paid your premiums.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. The driver's license or auto registration of you, or any person who resides in your household and usually operates an auto insured under this policy, has been under suspension or revocation during the policy period.
4. You fail to comply with a request for a safety inspection test for a vehicle for which total damage has been paid.

We can cancel Collision (Part 7), Limited Collision (Part 8), and Comprehensive (Part 9) on a vehicle:

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

Cancellation And Renewal (Continued)

We may also cancel:

1. Collision (Part 7) and Limited Collision (Part 8) on a vehicle customarily driven by or owned by persons who, within three years preceding the effective date of this policy, have been involved in four or more at-fault auto accidents. An at-fault accident is one in which you or any person who customarily drives **your auto** was more than 50% at fault; and

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

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

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

Automatic Termination.

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

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

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

Legal Notice Requirement.

Any notice of cancellation will be sent to you at your last address shown on the Coverage Selections Page at least 20 days prior to the

effective date. A notice sent by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service will be considered sufficient notice.

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

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

If the policy is cancelled, the amount of your refund will be determined by a pro rata table based on the number of days the policy was in effect. If the policy is cancelled by you or by law, we may give you a refund which is less than proportional based on a "short rate" table.

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

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

Renewal.

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

First, Help Any Injured Person.	Call an ambulance or the police and, of course, cooperate with them. Do whatever is reasonable to protect the auto from further damage or loss. Where there is coverage provided by this policy, we will pay for any reasonable expenses incurred in doing this.
Second, Notify The Police, Registry Or Fire Department.	<p>Under Massachusetts law, notice to the local or state police and the Registry of Motor Vehicles is required within 5 days if there is anyone injured in an accident, no matter how slight the injury, or if there is reason to believe that there has been over \$1,000 in total property damage.</p> <p>Within 24 hours, notify both the police and us if your auto is stolen or if you have been involved in a hit-and-run accident. You must report a fire loss to the fire department. The notice to the police or the fire department must be on the form required by law.</p>
Third, File The Claim With Us.	<p>We do not know about accidents or losses until you or someone else notifies us. We, or our agent, must be notified promptly of the accident or loss by you or someone on your behalf. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses. If you or any person seeking payment under this policy fail to notify us promptly of any accident or claim under Parts 2, 3, 6, or 12 of this policy, we may not be required to pay claims under any of these parts.</p> <p>If you are filing a claim for damage to your auto, you or someone on your behalf must file a proof of loss within 91 days after the accident.</p>
Fourth, Cooperate With Us.	<p>After an accident or loss, you or anyone else covered under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. We must be sent copies of all legal documents in connection with the accident or loss.</p> <p>We may also require you and any person seeking payment under any part of this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.</p> <p>If anyone makes a claim or seeks payment under Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Medical Payments, or Bodily Injury Caused By An Underinsured Auto (Parts 2, 3, 6 or 12), we have a right to require that person to be examined by doctors selected by us. If anyone seeks continuing payments under any of these Parts, we may also require additional examinations at reasonable intervals. We will pay for these examinations. We must also be authorized to obtain medical reports and other records pertinent to the claim.</p> <p>Failure to cooperate with us may result in the denial of the claim.</p>

**Remember: Defensive Driving
Can Save Your Life And Your
Money**

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*RULE 2. COVERAGES AND LIMITS

The types of coverages available in the Massachusetts Automobile Insurance Policy are:

Compulsory Insurance Coverages

Part 1 - Bodily Injury To Others

The basic limits are \$20,000 each person and \$40,000 each accident.

Part 2 - Personal Injury Protection

The basic limit is \$8,000 for each person. Refer to Rule 30 for available deductibles.

Part 3 - Bodily Injury Caused By An Uninsured Auto

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

Part 4 - Damage To Someone Else's Property

The basic limit is \$5,000 each accident. Increased limits are available.

Optional Insurance Coverages

Part 5 - Optional Bodily Injury To Others

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available.

***Part 6 - Medical Payments**

The basic limit is \$5,000 each person. Higher limits are available for all motor vehicles rated in this manual. This coverage is excess over Personal Injury Protection.

~~To amend policy language for medical payments coverage to prohibit the duplicate payment of medical expenses payable by a health insurance plan covering the injured person, the company shall attach Endorsement M-109-S to all policies.~~

Part 7 - Collision

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. Waiver of Deductible is available at the option of the insured. Endorsement MPY-0016-S must be attached. This coverage is written on an actual cash value or stated amount basis.

Part 8 - Limited Collision

This coverage is subject to a basic deductible of \$500. Other deductibles or full coverage are available at the option of the insured. This coverage is written on an actual cash value or stated amount basis.

Part 9 - Comprehensive

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. A separate \$100 glass deductible is also available at the option of the insured. Endorsement MPY-0039-S, titled \$100 Glass Deductible, must be issued with the policy. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an actual cash value, stated amount or agreed amount basis.

***Part 10 - Substitute Transportation**

This coverage pays for loss of use to a motor vehicle as a result of an accident or loss. Refer to page R-7 for applicable limits and premiums.

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***Part 11 - Towing And Labor**

This coverage will pay up to \$50 or up to \$100 for towing and labor costs for each auto disablement. It is available only for private passenger motor vehicles, as defined in Rule 27. Refer to page R-7 for applicable limits and premiums.

Part 12 - Bodily Injury Caused By An Underinsured Auto

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

Other Coverages Available Are For:

Fire, Theft and Combined Additional Coverage subject to a basic deductible of \$500. Higher Deductibles are available at the option of the insured.

Theft coverage may be granted only in connection with Fire Coverage, and for a like amount in both cases.

These coverages are written on an actual cash value basis or stated amount basis.

Endorsement MPY-0031-S, titled Other Optional Insurance – Combined Additional Coverage, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0028—S, titled Other Optional Insurance – Fire, Lightning and Transportation, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0029-S, titled Other Optional Insurance – Theft, must be issued with the policy when this coverage is afforded.

***RULE 28. PRIVATE PASSENGER CLASSIFICATIONS**

A. Operator Classes

- 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.
- 21 Inexperienced Occasional Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is not the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 25 Inexperienced Principal Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has completed a Satisfactory Driver Training Program.
- 26 Inexperienced Occasional Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, has completed a Satisfactory Driver Training Program, and is not the principal operator of the automobile.
- 30 Business Use.** The operator has been licensed at least six years and the automobile is used in the occupation, profession, or business of the insured. Going to or from the principal place of the occupation, profession or business of the insured is not considered business use.

Driving experience is determined by the number of full years that an operator has held a valid driver's license at the time the policy is issued. The number of years licensed will be determined based on the operator's date first licensed and the policy effective date, rounded to the nearest full year of driving experience. If the date first licensed is not provided by the insured, we will assign the year first licensed based on the earliest possible date the driver's license could be obtained in the Commonwealth of Massachusetts.

If an operator's driving privileges have ever been suspended or revoked for driving related offenses, the years driving experience will be determined by the number of years since the last reinstatement of driving privileges. Foreign driving experience will be accepted if a certified English language translation of the operator's driving record is supplied.

B. Operators

All operators of the insured automobiles must be listed on the Coverage Selections Page of the Policy. An operator is a person who has an operator's license, but does not include a person who has only a learner's permit.

1. Assignment of Operators to Automobiles

- a. Each operator listed on the policy shall be assigned to an automobile on the policy based on the operator's class and merit rating plan points in a manner which produces the highest Combined Premium (the sum of the premium for Parts 1, 2, 4, 5, 7, 8, and 9 for the operator's class and the operator's merit rating plan points) for each automobile. The operators shall be assigned in order of the highest Combined

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Premium applied to the automobile with highest Base Premium (the automobile's Class 10 premium for Parts 1, 2, 4, 5, 7, 8, and 9) until all operators are assigned to an automobile, except that:

- i. If an inexperienced operator is the principal operator of a specific automobile, the automobile shall be rated with the appropriate inexperienced principal operator class and merit rating plan points of that operator;
 - ii. If an operator age 65 or over is the principal operator of a specific automobile and all operators listed on the policy have been licensed at least six years, the automobile shall be rated as Class 15 and that operator's merit rating plan points shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the merit rating plan points of the Class 15 operators shall be applied in the manner which produces the highest Combined Premium.
 - iii. If an operator's class and merit rating plan points are rated on an automobile covered by another Massachusetts private passenger insurance policy, that operator shall be deferred from rating on the policy (Deferred Operator). If all operators listed on a policy are Deferred Operators, the operator producing the lowest Combined Premium shall be assigned to the automobile(s).
 - iv. If only one operator is listed on the policy, all automobiles on the policy will be assigned the same principal operator classification and merit rating plan points.
 - v. If each listed operator has been used in rating an automobile on the policy, any remaining automobiles shall be assigned the operator class and merit rating plan points which produces the lowest Combined Premium, unless the automobile is subject to rating as Class 30.
 - vi. If more than one operator is listed on the policy, an operator cannot be assigned as the principal operator of more than one automobile on the policy until the other operators (except Deferred Operators) are assigned to an automobile.
- b. The assignment of operators to automobiles applies regardless of the number of policies or insurers involved.
 - c. An inexperienced operator in active military service with the Armed Forces of the United States of America shall not be considered an operator of the automobile unless such individual customarily operates the automobile.
 - d. Private passenger automobiles owned by clergy are to be classified as Class 10 or 15 unless (a) Class 30 is required due to business use other than in connection with church use or (b) an inexperienced operator is listed on the policy.

2. Excluded Operator

If an operator who is a member of the household is to be excluded in rating a particular automobile to produce a lower premium charge, the policyholder must submit a signed statement that such operator does not and will not operate the automobile to be insured. The signed statement must be **part of** ~~on~~ the Operator Exclusion Form, M-0106-S **which is attached to the policy.**

If any operator excluded **by the Operator Exclusion Form** ~~as a result of such signed statement~~ operates the automobile, **under any circumstances,** the appropriate operator classification premium for the full policy period **shall** ~~may~~ be charged **and the company shall deny payment of any claim under the optional coverage for** ~~unless a collision or limited collision claim has been denied in accordance with the provisions of the policy~~ because the excluded operator was driving the automobile at the time of the accident. **The company may elect not to charge the additional premium for the full policy period.**

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3. Driving Experience

An operator new to Massachusetts must provide evidence of licensure from the state or country where the operator was previously licensed in order to assign the correct operator classification under this rule. If electronically available, the company will be responsible for obtaining the motor vehicle operator report from the other state or country. If necessary, a certified English translation may be required. No operator shall be assigned to Class 10 unless the operator has six or more years of driving experience.

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. Operator Use

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

- 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.
- Occasional Operator – a person who has an operator's license and operates the insured automobile less than the principal operator.

C. Classification Changes

Classification of each automobile shall be determined by the facts existing as of the effective date of the policy. Premium adjustments shall be made on a pro rata basis if changes occur during the policy period.

D. Satisfactory Driver Training Program

1. Completion and receipt of a certificate under the Massachusetts Driver Education Program prescribed by the Registrar of Motor Vehicles, or
2. The presenting of satisfactory evidence (certificate signed by school officials) that such operators have successfully completed a driver education course in a state other than Massachusetts meeting the following standards:
 - a. The course had the official approval of the State Department of Education or other responsible state agency, and was conducted by:
 - (1) a recognized secondary school, college or university, or
 - (2) other school approved and supervised by the State Department of Education or other responsible state agency.
 - b. The course was conducted by instructors certified by the State Department of Education or other responsible state agency.
 - b. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of twelve clock hours per student in the practice driving phase.

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RULE 29. ~~PERSONAL VEHICLE SHARING ENDORSEMENT~~ **RESERVED FOR FUTURE USE**

~~Personal Vehicle Sharing programs, also known as Ride Sharing, or Car Sharing programs, are programs which are organized, by written agreement and for compensation, to enable the sharing of private passenger vehicles for use by an individual or entity.~~

~~To reinforce the policy's intent to not provide coverage for such programs, attach Endorsement M-108-S. The exclusion does not apply to Personal Injury Protection (Part 2).~~

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RULE 31. TRANSPORTATION OF FELLOW EMPLOYEES RESERVED FOR FUTURE USE

~~If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the premium to be charged shall be the otherwise applicable private passenger automobile rate. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.~~

~~All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.~~

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Part 1 - Bodily Injury To Others

The basic limits are \$20,000 each person and \$40,000 each accident.

Part 2 - Personal Injury Protection

The basic limit is \$8,000 for each person. Refer to Rule 30 for available deductibles.

Part 3 - Bodily Injury Caused By An Uninsured Auto

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

Part 4 - Damage To Someone Else's Property

The basic limit is \$5,000 each accident. Increased limits are available.

Optional Insurance Coverages

Part 5 - Optional Bodily Injury To Others

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available.

***Part 6 - Medical Payments**

The basic limit is \$5,000 each person. Higher limits are available for all motor vehicles rated in this manual. This coverage is excess over Personal Injury Protection.

Part 7 - Collision

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. Waiver of Deductible is available at the option of the insured. Endorsement MPY-0016-S must be attached. This coverage is written on an actual cash value or stated amount basis.

Part 8 - Limited Collision

This coverage is subject to a basic deductible of \$500. Other deductibles or full coverage are available at the option of the insured. This coverage is written on an actual cash value or stated amount basis.

Part 9 - Comprehensive

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. A separate \$100 glass deductible is also available at the option of the insured. Endorsement MPY-0039-S, titled \$100 Glass Deductible, must be issued with the policy. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an actual cash value, stated amount or agreed amount basis.

***Part 10 - Substitute Transportation**

This coverage pays for loss of use to a motor vehicle as a result of an accident or loss. Refer to page R-7 for applicable limits and premiums.

***Part 11 - Towing And Labor**

This coverage will pay up to \$50 or up to \$100 for towing and labor costs for each auto disablement. It is available only for private passenger motor vehicles, as defined in Rule 27. Refer to page R-7 for applicable limits and premiums.

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Part 12 - Bodily Injury Caused By An Underinsured Auto

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

Other Coverages Available Are For:

Fire, Theft and Combined Additional Coverage subject to a basic deductible of \$500. Higher Deductibles are available at the option of the insured.

Theft coverage may be granted only in connection with Fire Coverage, and for a like amount in both cases.

These coverages are written on an actual cash value basis or stated amount basis.

Endorsement MPY-0031-S, titled Other Optional Insurance – Combined Additional Coverage, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0028—S, titled Other Optional Insurance – Fire, Lightning and Transportation, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0029-S, titled Other Optional Insurance – Theft, must be issued with the policy when this coverage is afforded.