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SECTION I - GENERAL RULES

**RULE 1. MASSACHUSETTS AUTOMOBILE INSURANCE POLICY - ELIGIBILITY**

All individually owned vehicles registered under the Massachusetts Compulsory Motor Vehicle Law and rated in accordance with this Manual may be written on the Massachusetts Automobile Insurance Policy.

**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. Motorcycle limits are available from \$500 to \$50,000. 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. The appropriate 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 the Miscellaneous Rating factors page 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. The rate for \$50 per disablement is \$8 and the rate for \$100 is \$16. It is available only for private passenger motor vehicles as defined in Rule 27, and motorcycles.

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

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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 & Combined Additional Coverages 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 3. MANDATORY OFFER OF COVERAGE**

Massachusetts law requires the company that provides Compulsory Insurance Coverages to make a mandatory offer to issue to any person so insured additional coverages consisting of:

1. Limits up to \$35,000 each person and \$80,000 each accident for Parts 3, 5 and 12.
2. \$5,000 each person for Part 6.
3. Parts 7, 8 and 9, subject to a basic deductible of \$500.
4. Part 10 - Substitute Transportation.
5. Fire, Theft and Combined Additional Coverages subject to a basic deductible of \$500.

**RULE 4. STANDARD PROCEDURES**

**A. Renewals**

1. The company must mail the Coverage Selections Page not less than thirty days prior to policy expiration.
2. The Company may elect to secure payment of a deposit premium.
3. Failure to pay the deposit premium may result in cancellation of the policy. The specific reason for cancellation is non-payment of any required premium.

The Cancellation Notice must also contain the following statement:

“This cancellation will not take effect if the full amount due shown above (including, without limitation, any applicable late payment charges or financing fees) is paid on or prior to the effective date of cancellation.”

**B. Non-Renewal**

1. No company shall refuse to renew a policy unless written notice is given by the company to the insured, or the producer or broker producing the business, at least forty-five days prior to the expiration of the policy. The notice shall be on a standard form prescribed by the Commissioner of Insurance.
  - a. A notice required to be sent by the company to the insured may be by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. Unless another company has replaced the insurance, the notice should be electronically transmitted to the Registry of Motor Vehicles not earlier than the policy expiration date. If the insurance and registration are coterminous, it will not be necessary to notify the Registry of Motor Vehicles.
  - b. If the notice is required to be sent by the company to the producer or broker producing the business, such producer or broker shall, within fifteen days of receiving such notice, send a copy to the insured by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. The producer or broker must notify the company not later than the policy expiration date if the insurance is not replaced so that the company may, in turn, electronically transmit the notice to the Registry of Motor Vehicles. Notice to the company is not required if the insurance and registration are coterminous.

**C. New Business**

The producer is required to obtain from the applicant for insurance a new business application in all cases except when the producer is transferring a book of business from one company to another and the acquiring company waives this requirement.

If the Coverage is being replaced midterm, the producer must verify that there is no automobile insurance premium owed to the former company or producer.

The producer of record must provide information necessary for the company to transmit data to the Registry of Motor Vehicles for each vehicle insured.

In addition to reporting the necessary information to the company, the producer shall prepare an RMV-3 form, accompanied by the appropriate fee, for processing by the Registry of Motor Vehicles, if an insured requests a corrected registration certificate.

At the same time this transfer information is released to the company, if the business is being transferred from a former producer or former carrier, the producer must issue to the former producer of record, if known, or if not known, to the former carrier, a notice that complies with the requirements of Massachusetts Division of Insurance Bulletin 2008-10. The notice must be signed by the producer of record and certified by affixing the company stamp. This transfer notice is not required when a producer transfers a block of business to the company from a single carrier. In such situations the producer should refer to the former carrier for specific procedures.

**D. Transfer of Business from the Company to another Carrier**

Upon receipt of a notice of transfer of business from the company to another insurer, which notice complies with the requirements of Massachusetts Division of Insurance Bulletin 2008-10, the company shall:

- a. discontinue coverage as of the date shown on the transfer notice;
- b. compute the return premium, if any, as of the date shown on the transfer notice; and
- c. notify the former producer, if any, of the transfer of coverage.

No notice of cancellation is required.

**E. Cancellation (Other Than Transfer of Insurer)**

1. Notice of cancellation must be given in a timely manner as required by Massachusetts law on a form approved by the Commissioner and shall include the specific reason(s) for cancellation.
2. The company must electronically notify the Registry of Motor Vehicles immediately upon the intended effective date of cancellation. Refer to Rule 18.

**RULE 5. RESIDENCE AND LOCATION**

The proper rate schedules and rules are those effective in the city or town where the automobile is principally garaged. Motor vehicles used by salespeople or solicitors, or those with similar duties, requiring the operation of the motor vehicle in more than one rating territory in Massachusetts, shall be assigned to the territory determined by the place of principal garaging, or, if there is no specific city or town of principal garaging, then, by the residential address of the operator, or, if the residential address of the operator cannot be determined, then, by the Massachusetts business address of the operator. No adjustment of the premium shall be made by reason of a change in the place of principal garaging during the policy period unless such change is permanent.

Massachusetts registration is required of non-residents in accordance with reciprocal agreements with the various states as determined by the Registrar of Motor Vehicles.

Any motor vehicle owned by a NON-RESIDENT of Massachusetts for which Massachusetts registration is required, regularly garaged INSIDE the Commonwealth, shall be charged the rate for the territory in which the motor vehicle is principally garaged by such NON-RESIDENT during the period of Massachusetts registration.

**RULE 6. OUT -OF-STATE GARAGING**

Any motor vehicle, whether owned by a resident or non-resident of Massachusetts for which Massachusetts registration is required, regularly garaged outside of Massachusetts shall be written at limits of liability at least equal to the financial responsibility limits of the state of principal garaging, and shall be charged the rates for vehicles garaged in Territory 9.

**RULE 7. POLICY PERIOD**

- A. The insured shall have the option to purchase and the insurer shall not refuse to issue an annual motor vehicle policy or bond providing compulsory coverages containing any expiration date as the insured may elect. Insurers may offer such policies or bonds for a period of more than one year but not more than two years or may issue an extension of any existing policy or bond.
- B. [Policies insuring individually owned motorcycles, trailers and other recreational-type vehicles shall, at the option of the insured, be issued for a period of less than one year with policy expiration to be coterminous with the registration. Endorsement M-0103-S, titled Non-Renewal of Policy (Motorcycles, Recreational Vehicles & Trailers), must be issued with the policy.

“Recreational-type vehicle” means a land motor vehicle subject to a motor vehicle registration which expires November 30, or December 31, and is principally used for vacation travel or leisure-time activity. Registration for motorcycles expires December 31. Registration for all other recreational vehicles expires November 30.

The premium for such policies shall be determined by applying the appropriate percentage to the annual rate based on policy inception date as shown in the table below.

If a short term policy is cancelled at the request of the insured later than thirty days from the effective date or later than thirty days from the receipt of the policy, whichever is later, the return premium shall be calculated on a short rate basis using the appropriate short rate table applicable to short term policies found in Rule 18.

Percentages for Short Term Policies				
		Date Interval*	Percent of Annual Rates	
All Other		Motorcycle		
Dec.	1-31	Jan.	1-31	100
Jan.	1-31	Feb.	1-28	98
Feb.	1-28	Mar.	1-31	94
Mar.	1-31	Apr.	1-30	90
Apr.	1-30	May	1-31	88
May	1-31	Jun.	1-30	86
Jun.	1-30	Jul.	1-31	80
Jul.	1-15	Aug.	1-15	75
Jul.	16-31	Aug.	16-31	68
Aug.	1-15	Sep.	1-15	60
Aug.	16-31	Sep.	16-30	53
Sep.	1-15	Oct.	1-15	45
Sep.	16-30	Oct.	16-31	38
Oct.	1-15	Nov.	1-15	30
Oct.	16-31	Nov.	16-30	27
Nov.	1-15	Dec.	1-15	20
Nov.	16-30	Dec.	16-31	14

\*All dates inclusive

**RULE 8. CHANGES**

- A. All changes requiring adjustments of premium shall be computed pro rata based on the rates in effect on the policy inception date.
- B. **Minimum Premiums**
1. If an outstanding policy is amended and results in a premium increase of less than \$10, such increase will be waived by the company.
  2. If a return premium of less than \$10 results because a coverage is cancelled, or limits of liability are reduced, or a deductible is increased, no refund will be made except at the request of the insured, in which case the actual return premium shall be allowed.

**RULE 9. MOTOR VEHICLE REGISTRATION CERTIFICATES**

The specific insurance certification requirements under the Massachusetts Compulsory Motor Vehicle Insurance Law are included in Section 1A of Chapter 90, G.L. Motor vehicles not subject to the Compulsory Law do not require insurance certification.

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Every insurance carrier issuing a motor vehicle liability insurance policy covering a motor vehicle or trailer subject to the Compulsory Law must issue the prescribed Motor Vehicle Registration Certificate indicating a policy or binder has been issued covering such motor vehicle or trailer. No form or Certificate shall be used other than that which is a part of the Massachusetts motor vehicle application for registration.

Certificates shall be executed in the name of the insurance carrier only by individuals authorized to sign in the prescribed Authorization To Sign Motor Vehicle Registration Certificates form filed with the Commissioner of Insurance.

Section 34 B of Chapter 90, G.L. provides penalties for unlawful use of the Motor Vehicle Registration Certificate.

**RULE 10. CERTIFIED RISKS - FINANCIAL RESPONSIBILITY LAWS**

**A. Application**

If a certificate of insurance is necessary to comply with the requirements of a financial responsibility Law of any state or province of Canada, the insurance company must issue evidence of financial responsibility upon request of the insured for an additional premium.

In the event that evidence of financial responsibility is required as the result of a motor vehicle violation, a policy affording Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) shall be construed to have the necessary limits of liability of the state or province.

In the event that a certificate of insurance for the future is required as the result of a conviction of a motor vehicle violation, the policy limits shall be increased to afford limits of liability not less than that required by the financial responsibility laws of the state or province requesting certification and premium shall be increased accordingly.

The filing of a financial responsibility certificate of insurance as the result of a conviction of a motor vehicle violation requires the following premium adjustments to be added to the otherwise applicable premiums as follows:

**1. Owners**

- a. If an owner is required to file evidence of financial responsibility for owned automobiles and for the operation of automobiles which he does not own, the additional premium shall be computed by multiplying the applicable percentage in Section B by the sum of the total of Parts 1, 2, 4 and 5 premium for the highest rated automobile owned by the insured and the total non-ownership liability premium, modified in accordance with any applicable rating plan.
- b. In all other cases, the additional premium shall be computed by multiplying the applicable percentage in Section B by the total premium for Parts 1, 2, 4 and 5 for the highest rated automobile owned by the insured, modified in accordance with any applicable rating plan.

**2. Non-Owners**

- a. If the policy is written to insure a Named Operator or Named Non-Owner, the additional premium shall be computed by multiplying the applicable percentage in Section B by the total bodily injury and property damage premium for the policy.
- b. If coverage is provided under a policy which has been extended to cover a named individual in accordance with the Use of Other Automobiles Rule (Rule 50), the additional premium shall be computed by multiplying the applicable percentage by the (1) bodily injury premium for the highest rated automobile insured under the policy for the rating territory in which the named individual is located, or (2) if there is no automobile at such location, the rates for a Class 30 private passenger automobile for the territory in which the named individual is located.

**B. Additional Premium Percentages**

1. The otherwise applicable premium will be increased by 50% if the certificate is required for a conviction listed below. This increase is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, the otherwise applicable premium will be increased by 5%.
  - a. Driving a motor vehicle while intoxicated or under the influence of marijuana or a narcotic drug.
  - b. Failing to stop and report when involved in an accident.
  - c. Homicide or assault arising out of the operation of a motor vehicle.

2. The otherwise applicable premium will be increased by 25% if the certificate is required for a conviction listed below. This increase is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, the otherwise applicable premium will be increased by 5%.
  - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results therefrom.
  - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results therefrom.
3. The otherwise applicable premium will be increased by 5% if the certificate is required for any other cause whatsoever.

#### **RULE 11. PREMIUM CALCULATION RULE**

The rates shown on the rate pages are for limits of \$20,000/\$40,000 (Parts 1, 3, 5 and 12) or \$5,000 (Part 4 and 6). The charge for increased limits is determined by applying the factors shown in the Increased Limits Tables, as modified by the MAIP Capping Factor (MCF), to the base premium as described below.

The following sequence of steps shall be used in rating the policy for Private Passenger Vehicles (including vehicles listed in rules 32, 41, 45, 47):

1. Calculate the sum of Basic Limits Premium for Part 1, Part 2, Part 3 and Part 4, as well as Part 5 if purchased as described in sections 4-8 below. In this step, both MCF and ILF shall be set to equal 1.00 wherever they appear. In addition, the premium adjustments described in sections 4h-i, 5h-i, 7h-i, and 8h-i are not applied.
2. Calculate the sum of Basic Limits MAIP Rate Premium for Part 1, Part 2, Part 3 and Part 4 as well as Part 5 if purchased, in accordance with the MAIP Rate Plan and rules effective 4/1/2010.
3. When a vehicle is rated for the Basic Coverage Package of: 20/40 bodily injury liability (including guest and out-of-state coverage), \$8,000 personal injury protection, \$5,000 property damage liability, and 20/40 uninsured motorist coverage, calculate MCF, equal to the Ratio of the Premium calculated in Step #2 to that calculated in Step #1. Set MCF equal to 1.00 for all other vehicles, or if any of the following conditions apply:
  - The calculated ratio, MCF, is greater than 1.00,
  - The insured does not qualify for the Low Frequency Discount in the MAIP Rating Plan
  - The insured does not qualify for the Continuous Coverage Discount in the MAIP Rating Plan
4. For Part 1
  - a. Apply the appropriate Tier Factor as determined in rule 29 to the base rate shown in the Rate Pages section.
  - b. Apply the MCF factor to the previous number.
  - c. Apply the Mileage Band Factor, Driving Experience Group Factor, Liability Symbol Factor, and all Rule 19 discount factors except the Class 15 discount factor to the previous number.
  - d. Apply the appropriate Merit Rating Plan adjustment factor to the previous number.
  - e. Add the product of MCF and the appropriate Residual Market Premium, as listed in the Rate Pages section, to the previous number.
  - f. If the result of step e. is less than the Part 1 Minimum Premium listed in the Rate Pages section, substitute the Minimum Premium for the result of step e.
  - g. Apply the Class 15 discount factor if appropriate
  - h. For any vehicle on a renewing policy, if the result of step g. exceeds 120% of the Part 1 premium that would have applied to the same risk 12 months prior to the effective date of the policy, reduce the premium to the latter amount.
  - i. For any vehicle on a renewing policy, if the result of step g. is less than 95% of the Part 1 premium that would have applied to the same risk 12 months prior to the effective date of the policy, increase the premium to the latter amount. However, this increase is not made for vehicles to which the MAIP Rate Premium cap has been applied (i.e. where  $MCF < 1.0$ ).
5. For Part 2
  - a. Apply the appropriate Tier Factor as determined in rule 29 to the base rate shown in the Rate Pages section.
  - b. Apply a factor equal to  $MCF \times [1 - \text{PIP Deductible Factor}]$  to the previous number.
  - c. Apply the Mileage Band Factor, Driving Experience Group Factor, PIP Symbol Factor, and all Rule 19 discount factors except the Class 15 discount factor to the previous number.
  - d. Apply the appropriate Merit Rating Plan adjustment factor to the previous number.
  - e. Add the product of MCF and the appropriate Residual Market Premium, as listed in the Rate Pages section, to the previous number.
  - f. If the result of step e. is less than the Part 2 Minimum Premium listed in the Rate Pages section, substitute the Minimum Premium for the result of step e.
  - g. Apply the Class 15 discount factor if appropriate





- i. For any vehicle on a renewing policy, if the result of step g. is less than 95% of the premium that would have applied to the same risk 12 months prior to the effective date of the policy, increase the premium to the latter amount.

11. For Part 12

- a. Apply the Part 12 ILF factor to the base rate shown in the Rate Pages section.
- b. Apply all appropriate Rule 19 discount factors to the previous number.

**RULE 12. WHOLE DOLLAR PREMIUM RULE**

The premium for each exposure shall be rounded to the nearest whole dollar, separately for each coverage provided by the policy.

A premium involving \$0.50 or more shall be rounded to the next whole dollar

This procedure shall apply to all interim premium adjustments, including endorsements or cancellations at the request of the insured. In the case of cancellation by the company, the return premium may be carried to the next higher whole dollar.

**NOTE:** The premium for “each exposure” means the premium developed for each coverage for each automobile after the application of all applicable discounts.

**Exceptions:**

- (1) The discount for insureds age 65 and older - refer to Rule 19.

**RULE 13. INSTALLMENT PAYMENT OF PREMIUMS**

All motor vehicle insurance policy premium charges are due and payable on the effective date of the policy, subject to the provisions of the Deposit Premium Rule, unless an installment payment plan is used as approved by the Commissioner of Insurance.

**RULE 14. DEPOSIT PREMIUM RULE**

A company, its producer or any broker may require deposit premium prior to the issuance of a policy provided the per vehicle deposit does not exceed 30% of the applicable annual premium for the insurance requested. If the applicant has been in default in the payment of any premium for automobile insurance or merit rating adjustment during the preceding 24 months, the entire policy premium charges are payable in advance.

**RULE 15. EMPLOYERS SUBJECT TO MASSACHUSETTS WORKERS’ COMPENSATION ACT**

Motor vehicles owned by an employer subject to the Massachusetts workers’ compensation law not used at any time to transport persons other than employees of the named insured shall be eligible for a 25% reduction in the Personal Injury Protection premium otherwise applicable. A vehicle which qualifies for this reduction is not eligible for any Personal Injury Protection deductible. The policy covering a vehicle to which this reduction applies must be accompanied by the endorsement titled Restriction of Personal Injury Protection for Employers Subject to the Massachusetts Workers’ Compensation Act, M-0063-S.

**RULE 16. DEDUCTIBLES - PARTS 7, 8, and 9**

Deductibles, higher than the standard deductible, are available for Collision, Limited Collision and Comprehensive Coverages including Fire, Theft and Combined Additional Coverages. Refer to the Miscellaneous Rating Factors page for applicable factors.

Policies with the Premium Package Endorsement (PRAC MA-110-12-10) have Deductible Dollars included as part of this program. This endorsement is available to new business policies effective on or after 2/1/2011.

**A. Earning Credits**

First Term

If this policy has never had this or any deductible dollars endorsement, **your** earned credit is \$50 as of the effective date of this endorsement.

Subsequent Terms

If this policy previously had this or any deductible dollars endorsement, **your** earned credit is shown on the Coverage Selections Page. **Your** earned credit includes any credit that this policy earned in prior terms that **you** did not use or lose. When this policy term expires, **you** will earn a \$50 credit if **you** have not had a covered **collision** claim during

the twelve months ending on the Date of Issue of the original Coverage Selections Page for this policy term and have kept this endorsement on **your** policy. The \$50 credit will be added to **your** other earned credits, if any.

#### **B. Losing Credits**

**You** must keep this endorsement on **your** policy at all times to maintain **your** credits. **You** will forfeit any previously earned credits if and when **you** no longer have this endorsement on this policy.

#### **C. Using Credits**

**We** will only apply **your** earned credit if **you** have a covered **collision** claim during the term of this policy under Collision (Part 7) or Limited Collision (Part 8). **We** will do so only if the amount of **your** loss exceeds the amount of **your collision** deductible (as shown on the Coverage Selections Page). **We** will apply up to \$250 of **your** earned credit to reduce and offset the amount that **you** would otherwise be required to pay toward satisfying **your collision** deductible. **We** will subtract from **your** earned credit the amount that **you** use to satisfy **your** deductible. **Our** reasonable, good faith determination of the amount of **your** earned credit and how and when it may be used to satisfy **your** deductible shall be final and binding.

Refer to Miscellaneous Rating Factors page for applicable charge.

The Deductible Dollars endorsement is available to policies with original effective dates prior to 2/1/2011. (Attach Endorsement PRAC MA-103-07-10 to eligible policies).

#### **A. Earning Credits**

The earned credit under the policy is shown on the Coverage Selections Page. The earned credit includes credits earned during prior policy terms. If the policy did not earn a credit for prior policy terms, the earned credit for the policy is \$0.00.

Upon renewal, the policy will earn a \$50 credit on the renewal policy's effective date, but only if during the term of the policy the policyholder has continuously maintained Collision or Limited Collision coverage on at least one auto listed on the Coverage Selections Page. This \$50 credit will be added to any credits earned and not used for prior policy terms.

#### **B. Losing Credits**

The policy credit will be reduced to \$0.00 at any time that the policy does not have at least one auto listed on the Coverage Selections Page with Collision or Limited Collision coverage.

#### **C. Using Credits**

**We** will use the earned credit if a covered collision claim occurs during the term of the policy under Collision or Limited Collision, but only if the amount of the claim equals or exceeds the amount of the deductible (as shown on the Coverage Selections Page). **We** will use the earned credit (up to a maximum of \$250) to reduce the amount that the policyholder would otherwise be required to pay toward satisfying the deductible. **We** will subtract from the earned credit the amount that we used to satisfy the deductible.

#### **D. Unused Credits**

Any unused earned credit on the policy at the end of the policy term may be rolled over and added to the earned credit next year, if the policyholder renews the policy.

#### **E. For customers whose expiring policy has Disappearing Deductible Endorsement PRAC Auto MA-103-04-08**

At renewal, Endorsement PRAC Auto MA-103-04-08 will be replaced with Deductible Dollars endorsement PRAC MA-103-07-10. Policyholders will receive renewal credits in accordance with the endorsement on their expiring policy, and any existing credit balance will be honored if they maintain collision or limited collision on at least one vehicle.

### **RULE 17. SUBSTITUTE TRANSPORTATION**

The charges for this coverage are on a per vehicle/per year basis for automobiles and motorcycles. Refer to the Miscellaneous Rating Factors page for applicable limits and premiums.

### **RULE 18. TERMINATION OF INSURANCE**

#### **A. Cancellations**

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The following provisions apply when a policy is cancelled:

1. If a policy is cancelled by the company at any time, or by the insured within thirty days of the effective date or within thirty days of the receipt of the policy, whichever is later, the return premium shall be computed pro rata. "Policy" in this instance includes the copy of the coverage selections.

If the policy is cancelled at the request of the insured later than thirty days from the effective date or later than thirty days from the receipt of the policy, whichever is later, the return premium shall be calculated on a short rate basis except that in the following cases the return premium shall be computed pro rata:

- a. If the insured has disposed of the automobile, provided the insured takes out a new policy in the same company on another automobile to become effective within thirty days of the date of cancellation.
  - b. If the insured automobile is repossessed under terms of a financing agreement.
  - c. If an automobile is cancelled from a policy, the policy remaining in force on other automobiles, or if there remains in force in the name of the insured or his spouse, if a resident of the same household, and in the same company, a concurrent automobile policy covering another automobile.
  - d. If the insured enters the military service of the United States of America.
  - e. If the insured deletes or reduces any coverage and the policy remains in effect for other coverage.
2. Theft of Vehicle or Plates
    - a. If the insured automobile is stolen or destroyed (total or constructive total loss) and cancellation is requested by the insured within thirty days following the date the automobile is stolen or destroyed, the return premium for all coverages (including the premium for the coverages under which loss was paid) shall be calculated on a pro rata basis from the day following the date of such loss.
    - b. If the insured registration plates are stolen or destroyed, a lost plate affidavit is to be issued to the Registry of Motor Vehicles canceling only coverage with respect to such plates effective the day following the date of such loss, and the policy shall continue to provide coverage with respect to any replacement plates.
    - c. If the insured files a lost plate affidavit with the Registry of Motor Vehicles, the company may cancel the policy.

3. Except as otherwise provided by law, no cancellation of the policy, or any of its parts, whether by the company or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party at least twenty days in each case prior to the intended effective date thereof. Notice of cancellation sent by the company to the insured and the loss payee at the addresses stated in the policy by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service, shall be a sufficient notice and that an affidavit of any officer, producer, or employee of the company, duly authorized for the purpose that he has so sent such addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. When the cancellation becomes effective, the company shall electronically transmit the pertinent data to the Registry of Motor Vehicles in the manner prescribed by the Uninsured Motorists System (UMS). The written notice to the insured shall specify the reason or reasons for cancellation. If the reason for cancellation is non-payment of premium, the Notice of Cancellation shall state the amount of deficiency of the premium, fees and other charges owed to the company for all the insurance provided and shall state in substance that the cancellation will not be effective if the insured pays the full amount of such deficiency on or prior to the effective date of the cancellation. If a cancellation of the policy results in a return premium of less than \$5.00, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.

No policy in effect prior to a rate level revision shall be endorsed or cancelled and rewritten to take advantage of such a revision or to avoid the application of such a revision.

**B. Sale or Transfer of Motor Vehicle, Surrender of Registration Plates, or Filing of a New Certificate**

The policy shall terminate upon:

1. The sale or transfer of title by the owner of the motor vehicle or trailer thirty (30) days after the transfer unless the owner has registered a replacement motor vehicle.
2. The surrender to the Registry of Motor Vehicles of the registration plates issued to the owner of the motor vehicle by the Registrar of Motor Vehicles under Chapter 90, with a written statement, in such form as the

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said Registrar may require, (plates returned receipt) that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.

3. The filing with the Registry a certificate of insurance of another company as of the effective date of such certificate.  
NOTE: If more than one motor vehicle or trailer is described in the policy, the termination of coverage applies only to the motor vehicle or trailer involved in one of the situations described above.

**C. Reinstatement**

If a policy has been cancelled by an insurance company, and such policy is later reinstated by the Board of appeal or by the Superior Court or Municipal Court of the City of Boston, the premium charge for the unexpired term of the policy shall be calculated pro rata on the premium applicable to the policy when originally issued.

**D. Plates Returned Receipt**

In the event that a policy has been terminated by-

- a. sale or transfer of the motor vehicle, or
- b. surrender of the registration plates by the owner of the motor vehicle with a written statement in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.

A receipt from the Registry of Motor Vehicles stating that the registration plates have been surrendered must be furnished to the insurance company.

**E. Leased Vehicles Under Long Term Contract**

In the event a policy of this type is cancelled, the cancellation notice is to be issued in the name of the person or organization to whom the policy was issued. A copy of the cancellation notice must be sent to the owner/registrant also, if it is other than the person to whom the policy was issued.

Upon the intended effective date of cancellation, a notice issued in the name of the actual owner/registrant must be electronically transmitted to the Registry by the company.

**F. Instructions For Use of Pro Rata or Short Rate Table**

1. Express the date of cancellation by year and decimal part of a year by combining the calendar year with the decimal appearing opposite the month and day in the Pro Rata Table, e.g., March 7, 2010, is designated as 2010.181.
2. In like manner express the effective date of the policy by year and decimal part of a year and subtract from the cancellation date.
3. The difference, in the case of one year policies, represents the percentage of the annual premium which is to be retained by the carrier.

Examples:

Cancellation date September 22, 2010	2010.726
Effective date July 6, 2010	<u>2010.512</u>
	.214

Earned premium for one year policy term will therefore be .214 times the annual premium.

Cancellation date March 7, 2010	2010.181
Effective date December 15, 2010	<u>2010.956</u>
	.225

Earned premium for one year policy term will therefore be .225 times the annual premium.

**NOTE:** As it is not customary to charge for the extra day (February 29) which occurs one year in every four years, this table shall also be used for each such year.

The following additional provisions apply to policies with policy terms in excess of 12 months:

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- a. If a policy written for a two year term is cancelled after twelve months, but less than twenty-four months, the earned premium shall be the first twelve months' premium plus pro rata of the annual premium for the second twelve months.
- b. If a policy written for a term in excess of one year, but less than two years is cancelled after the first twelve months, the earned premium shall be computed on a pro rata basis in the following manner.

Example: 18 month policy term

No. of days in policy term            547  
 No. of days in effect                    425  
 $425 / 547 = .777$  pro rata factor  
 $.777 \times \text{total premium} = \text{earned premium}$

Instructions for Short Rate Table:

1. Determine the pro rata earned premium in accordance with the previous instructions.
2. Add that factor to the following factor:

<b>Policy Period</b>		
<b>Months in Effect</b>		
<b>in</b>	<b>but</b>	
<b>excess of</b>	<b>less than</b>	<b>Factors</b>
0	1	.000
1	2	.055
2	3	.050
3	4	.045
4	5	.040
5	6	.035
6	7	.030
7	8	.025
8	9	.020
9	10	.015
10	11	.010
11	12	.005

3. Apply the factor determined in 2 above to the annual premium to compute the percentage of the annual premium which is to be retained by the company.

**Example:**

Pro rata premium in example                    .214  
 Short rate factor (policy in effect 2-3 months) .050  
    .264

Earned premium for annual policy cancelled on a short rate basis is .264 times the annual premium.

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PRO RATA TABLE

January			February			March			April			May			June		
Day Of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	.003	1	32	.088	1	60	.164	1	91	.249	1	121	.332	1	152	.416
2	2	.005	2	33	.090	2	61	.167	2	92	.252	2	122	.334	2	153	.419
3	3	.008	3	34	.093	3	62	.170	3	93	.255	3	123	.337	3	154	.422
4	4	.011	4	35	.096	4	63	.173	4	94	.258	4	124	.340	4	155	.425
5	5	.014	5	36	.099	5	64	.175	5	95	.260	5	125	.342	5	156	.427
6	6	.016	6	37	.101	6	65	.178	6	96	.263	6	126	.345	6	157	.430
7	7	.019	7	38	.104	7	66	.181	7	97	.266	7	127	.348	7	158	.433
8	8	.022	8	39	.107	8	67	.184	8	98	.268	8	128	.351	8	159	.436
9	9	.025	9	40	.110	9	68	.186	9	99	.271	9	129	.353	9	160	.438
10	10	.027	10	41	.112	10	69	.189	10	100	.274	10	130	.356	10	161	.441
11	11	.030	11	42	.115	11	70	.192	11	101	.277	11	131	.359	11	162	.444
12	12	.033	12	43	.118	12	71	.195	12	102	.279	12	132	.362	12	163	.447
13	13	.036	13	44	.121	13	72	.197	13	103	.282	13	133	.364	13	164	.449
14	14	.038	14	45	.123	14	73	.200	14	104	.285	14	134	.367	14	165	.452
15	15	.041	15	46	.126	15	74	.203	15	105	.288	15	135	.370	15	166	.455
16	16	.044	16	47	.129	16	75	.205	16	106	.290	16	136	.373	16	167	.458
17	17	.047	17	48	.132	17	76	.208	17	107	.293	17	137	.375	17	168	.460
18	18	.049	18	49	.134	18	77	.211	18	108	.296	18	138	.378	18	169	.463
19	19	.052	19	50	.137	19	78	.214	19	109	.299	19	139	.381	19	170	.466
20	20	.055	20	51	.140	20	79	.216	20	110	.301	20	140	.384	20	171	.468
21	21	.058	21	52	.142	21	80	.219	21	111	.304	21	141	.386	21	172	.471
22	22	.060	22	53	.145	22	81	.222	22	112	.307	22	142	.389	22	173	.474
23	23	.063	23	54	.148	23	82	.225	23	113	.310	23	143	.392	23	174	.477
24	24	.066	24	55	.151	24	83	.227	24	114	.312	24	144	.395	24	175	.479
25	25	.068	25	56	.153	25	84	.230	25	115	.315	25	145	.397	25	176	.482
26	26	.071	26	57	.156	26	85	.233	26	116	.318	26	146	.400	26	177	.485
27	27	.074	27	58	.159	27	86	.236	27	117	.321	27	147	.403	27	178	.488
28	28	.077	28	59	.162	28	87	.238	28	118	.323	28	148	.405	28	179	.490
29	29	.079				29	88	.241	29	119	.326	29	149	.408	29	180	.493
30	30	.082				30	89	.244	30	120	.329	30	150	.411	30	181	.496
31	31	.085				31	90	.247				31	151	.414			
July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	.499	1	213	.584	1	244	.668	1	274	.751	1	305	.836	1	335	.918
2	183	.501	2	214	.586	2	245	.671	2	275	.753	2	306	.838	2	336	.921
3	184	.504	3	215	.589	3	246	.674	3	276	.756	3	307	.841	3	337	.923
4	185	.507	4	216	.592	4	247	.677	4	277	.759	4	308	.844	4	338	.926
5	186	.510	5	217	.595	5	248	.679	5	278	.762	5	309	.847	5	339	.929
6	187	.512	6	218	.597	6	249	.682	6	279	.764	6	310	.849	6	340	.932
7	188	.515	7	219	.600	7	250	.685	7	280	.767	7	311	.852	7	341	.934
8	189	.518	8	220	.603	8	251	.688	8	281	.770	8	312	.855	8	342	.937
9	190	.521	9	221	.605	9	252	.690	9	282	.773	9	313	.858	9	343	.940
10	191	.523	10	222	.608	10	253	.693	10	283	.775	10	314	.860	10	344	.942
11	192	.526	11	223	.611	11	254	.696	11	284	.778	11	315	.863	11	345	.945
12	193	.529	12	224	.614	12	255	.699	12	285	.781	12	316	.866	12	346	.948
13	194	.532	13	225	.616	13	256	.701	13	286	.784	13	317	.868	13	347	.951
14	195	.534	14	226	.619	14	257	.704	14	287	.786	14	318	.871	14	348	.953
15	196	.537	15	227	.622	15	258	.707	15	288	.789	15	319	.874	15	349	.956
16	197	.540	16	228	.625	16	259	.710	16	289	.792	16	320	.877	16	350	.959
17	198	.542	17	229	.627	17	260	.712	17	290	.795	17	321	.879	17	351	.962
18	199	.545	18	230	.630	18	261	.715	18	291	.797	18	322	.882	18	352	.964
19	200	.548	19	231	.633	19	262	.718	19	292	.800	19	323	.885	19	353	.967
20	201	.551	20	232	.636	20	263	.721	20	293	.803	20	324	.888	20	354	.970
21	202	.553	21	233	.638	21	264	.723	21	294	.805	21	325	.890	21	355	.973
22	203	.556	22	234	.641	22	265	.726	22	295	.808	22	326	.893	22	356	.975
23	204	.559	23	235	.644	23	266	.729	23	296	.811	23	327	.896	23	357	.978
24	205	.562	24	236	.647	24	267	.732	24	297	.814	24	328	.899	24	358	.981
25	206	.564	25	237	.649	25	268	.734	25	298	.816	25	329	.901	25	359	.984
26	207	.567	26	238	.652	26	269	.737	26	299	.819	26	330	.904	26	360	.986
27	208	.570	27	239	.655	27	270	.740	27	300	.822	27	331	.907	27	361	.989
28	209	.573	28	240	.658	28	271	.742	28	301	.825	28	332	.910	28	362	.992
29	210	.575	29	241	.660	29	272	.745	29	302	.827	29	333	.912	29	363	.995
30	211	.578	30	242	.663	30	273	.748	30	303	.830	30	334	.915	30	364	.997
31	212	.581	31	243	.666				31	304	.833				31	365	1.00

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**(Rule 18)**

**SHORT RATE CANCELLATION OF SHORT TERM POLICIES  
Percentages of Policy Premiums to be Retained by Insurance Company**

No. of Days in force	Policy Effective Date																
	Jan.	Feb.	Mar.	Apr.	May	June	July	August		September		October		November		December	
								1-15	16-31	1-15	16-30	1-15	16-31	1-15	16-30	1-15	16-31
1-10	9	9	10	11	13	15	16	17	18	19	20	22	25	29	37	54	73
11-15	11	12	13	15	16	17	18	19	20	21	23	26	29	35	45	65	100
16-20	15	16	16	17	18	19	21	22	24	26	28	31	37	44	59	83	
21-25	17	17	18	19	20	22	24	26	28	30	34	37	44	53	70	100	
26-30	18	19	20	21	22	24	27	29	32	35	39	43	51	62	81	100	
31-35	19	20	21	23	24	27	30	33	36	39	44	49	59	70	91		
36-40	21	22	23	25	27	29	33	36	40	43	49	55	65	77	100		
41-45	22	24	25	27	29	32	35	40	43	48	54	61	71	85	100		
46-50	24	25	27	29	31	34	38	43	47	52	59	66	76	92			
51-55	25	27	28	30	33	37	41	47	51	57	63	71	82	100			
56-60	27	28	30	32	35	39	44	50	55	61	67	76	88	100			
61-65	28	30	32	34	37	42	47	53	59	64	71	80	94				
66-70	30	31	33	36	40	44	50	57	62	68	76	85	100				
71-75	31	33	35	38	42	47	53	60	65	71	80	90	100				
76-80	32	35	37	40	44	49	56	63	68	75	84	94					
81-85	34	36	39	42	46	52	59	66	71	78	88	99					
86-90	35	38	40	44	48	54	62	69	75	82	92	100					
91-105	38	41	44	48	53	59	66	74	81	89	100						
106-120	42	45	49	54	59	65	74	82	90	100							
121-135	47	50	54	59	65	71	81	91	100								
136-150	51	55	59	64	70	78	88	100									
151-165	55	60	63	69	75	84	95										
166-180	59	63	68	72	80	90	100										
181-195	63	67	72	78	85	96											
196-210	67	71	76	83	91	100											
211-225	70	75	80	87	94												
226-240	73	78	84	92	100												
241-255	77	82	88	94													
256-270	80	86	92	100													
271-285	84	90	96														
286-300	87	93	100														
301-315	90	97															
316-330	94	100															
331-360	99																
361-365	100																

TABLE 1  
(Motorcycles with Registration  
Expiration of December 31)

No. of Days in force	Policy Effective Date																
	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July		August		September		October		November	
								1-15	16-31	1-15	16-31	1-15	16-30	1-15	16-31	1-15	16-30
1-10	9	9	10	11	13	15	16	17	18	19	20	22	25	29	37	54	73
11-15	11	12	13	15	16	17	18	19	20	21	23	26	29	35	45	65	100
16-20	15	16	16	17	18	19	21	22	24	26	28	31	37	44	59	83	
21-25	17	17	18	19	20	22	24	26	28	30	34	37	44	53	70	100	
26-30	18	19	20	21	22	24	27	29	32	35	39	43	51	62	81	100	
31-35	19	20	21	23	24	27	30	33	36	39	44	49	59	70	91		
36-40	21	22	23	25	27	29	33	36	40	43	49	55	65	77	100		
41-45	22	24	25	27	29	32	35	40	43	48	54	61	71	85	100		
46-50	24	25	27	29	31	34	38	43	47	52	59	66	76	92			
51-55	25	27	28	30	33	37	41	47	51	57	63	71	82	100			
56-60	27	28	30	32	35	39	44	50	55	61	67	76	88	100			
61-65	28	30	32	34	37	42	47	53	59	64	71	80	94				
66-70	30	31	33	36	40	44	50	57	62	68	76	85	100				
71-75	31	33	35	38	42	47	53	60	65	71	80	90	100				
76-80	32	35	37	40	44	49	56	63	68	75	84	94					
81-85	34	36	39	42	46	52	59	66	71	78	88	99					
86-90	35	38	40	44	48	54	62	69	75	82	92	100					
91-105	38	41	44	48	53	59	66	74	81	89	100						
106-120	42	45	49	54	59	65	74	82	90	100							
121-135	47	50	54	59	65	71	81	91	100								
136-150	51	55	59	64	70	78	88	100									
151-165	55	60	63	69	75	84	95										
166-180	59	63	68	72	80	90	100										
181-195	63	67	72	78	85	96											
196-210	67	71	76	83	91	100											
211-225	70	75	80	87	94												
226-240	73	78	84	92	100												
241-255	77	82	88	94													
256-270	80	86	92	100													
271-285	84	90	96														
286-300	87	93	100														
301-315	90	97															
316-330	94	100															
331-360	99																
361-365	100																

TABLE 2  
(All Vehicles with Registration  
Expiration of November 30)



## **RULE 19. DISCOUNTS**

### **Anti-Theft Device**

Refer to Anti-Theft Devices Standards and Discounts Section.

### **Class 15**

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. The policyholder is required to notify the company of any change in operator usage which would affect entitlement to the discount.

The 25% discount is applied to the final premium for each part after all other discounts and rating factors have been completed. It is the last step in the rating process prior to the application of any caps imposed relative to the premium that would have applied to the same risk 12 months prior to the effective date of the policy.

### **Advanced Driver Training**

A discount of 5% of the premium paid for Parts 1, 2, 4 and 7 will be given to an operator in class 17, 18, 20, 21, 25 or 26 who has successfully completed an advanced driver training program at an advanced driver training school certified by the Registrar of Motor Vehicles. The eligible operator must provide the insurer with a certificate which evidences the satisfactory completion of the program after the advanced driver training school has been certified by the Registrar of Motor Vehicles. The discount will be applied at the policy inception or renewal which immediately follows the completion of the program and will be available in three consecutive policy years, provided the eligible operator remains in an inexperienced operator classification. The discount will be applied to the private passenger automobile(s) assigned to the eligible operator in accordance with Rule 28. The discount will be applied to the premium otherwise determined for each automobile, prior to the application of adjustment under the Merit Rating Plan, in accordance with Rule 11.

### **Good Student Discount**

The Good Student Discount applies provided:

- a. The owner or operator:
  - (1) Is classified in one of the following inexperienced operator classes: 17, 18, 20, 21, 25 or 26 and
  - (2) Is a full time high school, college, or university student at an accredited institution, and
  - (3) Has a driving record with less than 3 points under the Merit Rating Plan rule
- b. A certified statement from a school official is presented to the Company on each anniversary date of the policy indicating that the student has met one of the following requirements during the immediately preceding school semester.
  - (1) Is in the upper 20% of his/her class scholastically, or
  - (2) Maintains a "B" average, or its equivalent.  
If the letter grading system can not be averaged then no grade can be below "B".
  - (3) When in a school maintaining a numerical grade, must have at least a 3 in a 4, 3, 2, 1 point system or its equivalent.
  - (4) Student is included in a "Dean's List", "Honor Roll" or comparable list indicating scholastic achievement.

A classification change resulting from a change in scholastic standing of the student can not be effected between anniversary dates of the policy. The Good Student discount cannot be applied in conjunction with the Student Away at School discount.

Refer to Miscellaneous Rating Factors page for applicable discount.

### **Student Away at School Discount**

The Student Away at School Discount applies provided that each of the following criteria are met:

- a. The operator is classified in one of the following inexperienced operator classes: 17, 18, 20, 21, 25 or 26.
- b. The operator is a student residing at an accredited educational institution over 100 road miles from the automobile's place of principal garaging.
- c. The student operator does not have regular access to the covered vehicle while at school.

The Student Away at School discount cannot be applied in conjunction with the Good Student discount.

Refer to Miscellaneous Rating Factors page for applicable discount

### **Companion Discount**

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A discount of 4% of the premium paid for Parts 1-9, and 12 will be given if the named insured has an eligible Companion policy, from an eligible Insurance Company. A discount of 6% of the premium paid for Parts 1-9, and 12 will be given if the named insured has an eligible Companion policy from either Bunker Hill Insurance Company or Mount Washington Assurance Corporation.

**Agency Transfer Discount**

During the first year that a policy which is part of an eligible Renewal Account Review Program is in force, a discount of 2% of the premium paid for Parts 1-9, and 12 will apply. If the policy is renewed, a 1% discount would apply during the second year that the same policy is in force. This discount applies only to private passenger vehicles and is only available to new business policies which become effective on or after 10/1/2010.

**Advanced Issue Discount**

To be eligible for the Advanced Issue Discount a policy which is new to Plymouth Rock must be issued at least 7 days before the policy effective date. During the first year that an eligible policy is in force, a discount of 5% of the premium paid for Parts 1-9, and 12 will apply. If the policy is renewed, a 3% discount would apply during the second year, and a 1% discount would apply during the third year that the same policy is in force. This discount applies only to private passenger vehicles and is only available to new business policies which become effective on or after 10/1/2010.

**Amendment and Discontinuance of Discounts**

Any provisions contained in this Rule 19 or elsewhere in this Manual referring to discounts, programs, or other benefits to be provided during possible future policy renewal terms, if any, represent current company discounts, programs and benefits only and do not constitute promises or contractual obligations with respect to any future policy renewal terms. The company reserves the right to change or discontinue any such discounts, programs, or benefits prior to any policy renewal.

**RULE 20. MODEL YEAR RATING**

Please refer to the Rate Pages for appropriate model year and symbol factors.

**A. Model Year Defined**

The model year of an auto is used in rating physical damage coverage on an actual cash value basis.

The model year of the auto is the year assigned by the auto manufacturer. The model year of rebuilt or structurally altered autos is determined by the model year of the chassis.

**B. Rating of Model Years Not Shown on Rate Pages**

If the model year of the vehicle is newer than the latest model year in the Rate Pages, use the most current model year from the Rate Pages as the model year for the vehicle and apply a 1.05 factor to the given symbol factor for each year beyond the model year shown in the Rate Pages.

**RULE 21. FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE**

**A. Actual Cash Value**

Refer to Miscellaneous Rating Factors section for the applicable factors.

**B. Stated Amount**

Refer to the Rate Section for any specified peril.

**RULE 22. SYMBOL ASSIGNMENT AND RATING**

Apply appropriate symbol factor as determined from Model/Year Symbol factor pages for vehicles with symbols 1-26 and Rule 22C for vehicles with symbol 27.

**A. Vehicles with Model Year 2011 & Subsequent**

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If the vehicle is model year 2011 or subsequent, determine the symbol using the procedure detailed under rule 22.B.2 rather than using the assigned symbol.

**B. Non-Symbolled Vehicles**

1. Rating Newly Announced Models with No Symbol

For rating of newly announced models for which no symbol is shown, if the vehicle's model year is 2010 or prior, use the symbol of the latest corresponding model which is shown until announcement is made. If the vehicle is model year 2011 or subsequent, refer to rule 22.B.2 to determine the symbol.

2. Rating Other Vehicles with No Symbol and No Prior Corresponding Model

For rating all 2011 & subsequent model year vehicles or 2010 & prior model year vehicles with no symbol and no prior corresponding model, determine the appropriate symbol based on the FOB List Price or Purchase Price, whichever is higher, from the following table.

Symbol	Model Years 1980 & Prior	Model Years 1981-1989	Model Years 1990 & Subsequent
1	0- 1600	0- 1600	0- 6500
2	1601- 2100	1601- 2100	6501- 8000
3	2101- 2750	2101- 2750	8001- 9000
4	2751- 3700	2751- 3700	9001-10000
5	3701- 5000	3701- 5000	10001-11250
6	5001- 6500	5001- 6500	11251-12500
7	6501- 8000	6501- 8000	12501-13750
8	8001-10000	8001-10000	13751-15000
10	10001-12500	10001-12500	15001-16250
11	12501-15000	12501-15000	16251-17500
12	15001-17500	15001-17500	17501-18750
13	17501-20000	17501-20000	18751-20000
14	20001 & above	20001-24000	20001-22000
15		24001-28000	22001-24000
16		28001-33000	24001-26000
17		33001-39000	26001-28000
18		39001-46000	28001-30000
19		46001-55000	30001-33000
20		55001-65000	33001-36000
21		65001 & above	36001-40000
22			40001-45000
23			45001-50000
24			50001-60000
25			60001-70000
26			70001-80000
27			80001 & above

3. Stated or Agreed Amount

If an automobile is appraised for stated or agreed amount coverage, the appraised value must be used to determine the symbol.

For model years 1980 and prior, with values of \$20,001 and above, the auto must be rated on a Stated Amount Basis in accordance with Rule 41. The insurer has the option to waive the requirement of obtaining an appraisal as required under Rule 41.

4. Equipment: Vans and Pick-ups

Except with respect to the coverage provided under Rule 47 for custom furnishings or custom equipment, the cost of any equipment installed in or upon a pick-up or van shall be added to the FOB List Price, Purchase Price or Appraisal Value in determining the applicable symbol.

**C. Rating Vehicles with an FOB List Price or Purchase Price above \$80,000**

For all model years, to determine the actual cash value premium for vehicle symbol 27 as follows:

1. Start with a base factor of 1.00
2. Calculate the High-Value Model Year / Symbol Relativity by increasing the base factor by +.15 for each \$10,000 or portion of \$10,000 above \$80,000 of the FOB List Price or Purchase Price, whichever is higher.

3. Apply the High Value Model Year / Symbol Relativity to the Symbol 26 premium for the applicable territory, class, and model year, before discounts are applied.

### **RULE 23. LIABILITY & PIP - MEDICAL PAYMENT SYMBOL RATING**

Please refer to the Rate Pages for appropriate liability and PIP - medical payment symbol factors.

#### **A. Liability Symbol Factors**

Used in rating Parts 1, 4, and 5 (as referenced in Rule 11).

#### **B. PIP – Medical Payment Symbol Factors**

Used in rating Parts 2 and 6 (as referenced in Rule 11).

### **RULE 24. RESERVED FOR FUTURE USE**

### **RULE 25. VEHICLE SERIES RATING**

Vehicle Series Rating (VSR) is a program applied by the Insurance Services Office (ISO) to adjust the Price New Symbols of vehicles to increase or decrease the symbol due to loss experience reflecting crash damage, ease of repair, cost of repair parts, and theft for the particular vehicle, resulting in the Rating Symbol. The Rating Symbol is used to determine a vehicle's premium for Collision, Limited Collision and Comprehensive coverage.

The VSR program reviews the symbol assignments for all vehicle series initially when the model year is introduced and in subsequent years based on loss experience. The symbol for a particular series may be upsymbolled, downsymbols, or may remain the same.

Reassignment of symbols shall be effective with 2006 and subsequent model year vehicles and may only be applied at policy issuance or renewal. A policy shall not be changed mid-term solely due to a change in symbol assignment based on symbol review.

### **RULE 26. MILEAGE BAND RATING**

The premium for Parts 1, 2, 4, 5, 7, 8 and 9 will be adjusted for eligible policyholders based on the ratio of the vehicle's actual mileage for the year prior to the policy effective date to a base mileage for each vehicle's applicable Usage Group, Road Density Region, and DV Group. Refer to the Rate Pages for the Mileage groupings, base mileages, and rating factors.

#### **1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as Antiques are not eligible.

#### **2. Calculation**

The company shall use the odometer readings associated with the Vehicle Inspection System of the Registry of Motor Vehicles to calculate an annualized mileage for the most recent year. The mileage is computed based on the difference between the most recent odometer reading at the time of application and an odometer reading which is at least six months prior to the most recent one.

Additionally, Plymouth Rock may accept other verifications of mileage, submitted with a form provided by the company, including, but not limited to:

- Service receipts showing the service date and mileage
- Visual inspection by the agent

If the vehicle is new to the insured or there is no acceptable means of calculating the vehicle's historical annual mileage, the vehicle's premium is not modified (Mileage Band Factor=1.00). However, if a vehicle replaces a vehicle which is subject to Mileage Band Rating, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

The ratio of the vehicle's annualized mileage to the mileage base for that vehicle's Usage Group, Road Density Region, and DV Group is then used to determine the appropriate Mileage Relativity Group as defined in the Rate Pages.

## SECTION II - PRIVATE PASSENGER AUTOMOBILES

### **RULE 27. PRIVATE PASSENGER DEFINITION**

- A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others.
- B. A motor vehicle that is a pick-up or van, that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and other legal business entities with a federal employer identification number, and
  - 1. has a gross vehicle weight rating of less than 10,000 pounds or has a rating symbol assigned to it by the Insurance Services Office (ISO), and
  - 2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.
- C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.
- D. At the option of the company, an eligible vehicle under this rule whose title has been transferred to a trust may be written under the Massachusetts Automobile Insurance Policy, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

If a motor vehicle is leased as described in the foregoing paragraphs, and the lessee is obtaining the insurance, the policy must be issued to the lessee as named insured and Endorsement M-0070-S, "Coverage For Anyone Renting An Auto To You," must be attached to the policy.

### **RULE 28. PRIVATE PASSENGER CLASSIFICATIONS**

#### **A. 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 adjustment (based on the operator's Merit Rating Plan Operator 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 Merit Rating Plan Operator Points) for each automobile. The operators shall be assigned in order of the highest Combined 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 Operator Points of that operator; and
  - 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 Operator Points shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the Merit Rating Plan Operator Points of such operators shall be applied in the manner which produces the highest Combined Premium.
  - iii. If an operator's class and Merit Rating Plan Operator Points are rated on an automobile covered by another Massachusetts private passenger insurance policy, that operator shall be deferred from rating on the policy (except where that operator will be considered as a factor in tiering). 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 Operator Points.

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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 Operator 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 on the standard form approved by the Commissioner of Insurance, M-0106-S, Operator Exclusion Form.

If any operator excluded as a result of such signed statement operates the automobile, the appropriate operator classification premium for the full policy period may be charged 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.

## 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. Operators

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.

## B. Operator Classes

### Class

**10 Experienced Operator.** The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.

**15 Experienced Operator - age sixty-five or more.** The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.

**17 Inexperienced Principal Operator - licensed three or more years.** The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.

- 18 Inexperienced Occasional Operator - licensed three or more years.** The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 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.

### **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.

### **GD. Satisfactory Driver Training Program**

1. Completion and receipt of a certificate under the Massachusetts Behind The-Wheel Driver Training 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.
  - c. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of six clock hours per student in the practice driving phase. The practice driving requirement may be met in either of the following ways:
    - (1) A minimum of six clock hours per student for actual driving experience exclusive of observation time in the car. In this case, time spent in an approved simulated practice driving trainer, the use of which is authorized by the State Department of Education or other responsible state agency, may be counted as part of the required thirty clock hours of classroom instruction.
    - (2) A minimum of three clock hours per student for actual driving experience exclusive of observation time in the car, and a minimum of twelve clock hours per student in an approved device which simulates practice driving, the use of which is authorized by the State Department of Education or other responsible state agency. In this case, only the time spent in excess of twelve clock hours may be counted as part of the required thirty clock hours of classroom instruction.

### **RULE 29. POLICY UNDERWRITING TIERS**

Each policy is assigned to an Underwriting Tier based on a categorization which may rely on one or more of the factors listed below.

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- The length of time that the policy has been in force, both with Plymouth Rock and with the producing agency.;
- The previous Bodily Injury Liability limits purchased by the named insured;
- The presence or absence of physical damage coverage on the policy;
- The relationship between the number of insured vehicles in the household and both the number of licensed operators and the number of years of driving experience (years licensed) for each operator;
- The driving record(s) of any drivers not rating a vehicle;
- The current licensing jurisdiction for the assigned operator(s);
- Motor Club Membership
- The source of the mileage estimate used in rating the vehicle;
- The payment history of the policy;
- The type of Title associated with the vehicle;
- The number of previous owners for the vehicle and the type of ownership or registration;

The Policy Underwriting Tiers and associated tier factors for each individual coverage are contained in the following table:

	<u>Tier Factors</u>					
<u>Tier</u>	<u>Cov 1</u>	<u>Cov 2</u>	<u>Cov 4</u>	<u>Cov 5</u>	<u>Cov 7</u>	<u>Cov 9</u>
XXVII	0.70	0.60	0.74	0.70	0.74	0.96
XXIX	0.73	0.64	0.76	0.73	0.77	0.96
XXXI	0.76	0.68	0.79	0.76	0.80	0.96
XXXIII	0.79	0.72	0.82	0.79	0.83	0.96
XXXV	0.82	0.77	0.85	0.82	0.86	0.96
XXXVII	0.85	0.81	0.88	0.85	0.89	0.96
XXXIX	0.88	0.85	0.91	0.88	0.92	0.97
XLI	0.91	0.89	0.93	0.91	0.95	0.97
XLIII	0.94	0.94	0.96	0.94	0.98	0.97
XLV	0.97	0.98	0.99	0.97	1.01	0.97
XLVII	1.00	1.02	1.02	1.00	1.04	0.97
XLIX	1.03	1.06	1.05	1.03	1.07	0.97
LI	1.07	1.10	1.07	1.07	1.09	0.98
LIII	1.10	1.15	1.09	1.10	1.10	1.00
LV	1.14	1.19	1.11	1.14	1.11	1.03
LVII	1.17	1.23	1.13	1.17	1.12	1.05
LIX	1.21	1.27	1.15	1.21	1.14	1.07
LXI	1.24	1.32	1.17	1.24	1.15	1.10
LXIII	1.28	1.36	1.19	1.28	1.16	1.12
LXV	1.34	1.40	1.24	1.34	1.22	1.15
LXVII	1.41	1.47	1.31	1.41	1.28	1.17
LXIX	1.48	1.54	1.37	1.48	1.34	1.19
LXXI	1.55	1.62	1.44	1.55	1.41	1.22
LXXIII	1.63	1.70	1.51	1.63	1.48	1.24

**RULE 30. PERSONAL INJURY PROTECTION - DEDUCTIBLE FORM**

The policyholder, at his/her option, may elect an amount to be deducted from the amounts otherwise due each person subject to the deduction, under the following conditions:

1. The option of electing a deductible shall be limited to individual insureds and shall apply only to private passenger vehicles as defined in this Section and motor homes owned by such insureds. As used herein, "individual" includes joint ownership by lawfully married individuals residing in the same household.
2. The eligible policyholder may select a deductible amount of \$100, \$250, \$500, \$1,000, \$2,000, \$4,000 or \$8,000.
3. The deductible applicable to the "Policyholder alone" is the only deductible available if the policyholder is the only member of the household, regardless of the number of vehicles which he owns. Lawfully married individuals having joint ownership and registration of a single motor vehicle which is the only vehicle in the



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household shall be considered to be an individual for purposes of paragraph 4 of this rule. In such a case the same form of deductible must apply to both of the lawfully married individuals.

4. Either the deductible for the policyholder "alone" or the policyholder and household members is available to a policyholder who has two or more members in his household and there is one motor vehicle in the household.
5. The deductible applicable to the policyholder and household members is the only deductible available for election if there are two or more members in the household, and also two or more motor vehicles insured for Personal Injury Protection by household members.
6. If two or more vehicles are insured under a single policy, the same deductible election shall apply to all vehicles insured under such a policy.
7. As used in this rule, the term "household members" means those persons living in the policyholder's household who are related to the policyholder by blood, marriage or adoption. This includes wards or foster children.

The Personal Injury Protection premium otherwise applicable shall be reduced by the dollar amount determined by applying the percentage shown on the Miscellaneous Rating Factors page to the manual premium.

The discount shall not apply to other coverages.

**RULE 31. RESERVED FOR FUTURE USE**

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, those vehicles specifically described above and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27B, refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

**RULE 33. TOWING AND LABOR COST**

(Private Passenger Automobiles and Motorcycles Only - as defined in Rule 27)

Refer to the Miscellaneous Rating Factors page for limits and premiums.

Applicable regardless of the term of the policy or endorsement.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display, or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. Merit Rating and the factors in the Miscellaneous Motor Vehicles page apply when rating Trailers. No other premium adjustments, factors or discounts apply.

All policies subject to this rule, written for trailers with living quarters, must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 35. REPLACEMENT COST COVERAGE**

A. This coverage applies automatically if the following eligibility guidelines are met.  
(Attach Endorsement PRAC Auto MA-104-04-08 for this coverage.)

This automatic coverage pays an additional amount of damages amounting to the difference between the actual cash value of your auto at the time of a total loss and the cost in cash we can negotiate for a new vehicle at the time of the

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total loss for a new auto of the same make and model and having a similar body style and similar additional equipment as your auto. If such a vehicle is unavailable, the coverage pays the difference between the actual cash value of your auto at the time of a total loss and the cost in cash we can negotiate for an available vehicle.

Eligibility:

- 1) Available for any new auto acquired by you during this policy period which costs \$50,000 or less and has never been previously titled.
- 2) The new auto must be designated by its manufacturer as the same model year as the year of your date of purchase of it or as the model year subsequent to the year of your date of purchase.
- 3) This endorsement does not provide coverage for your auto if it is a temporary substitute for an auto described on the Coverage Selections Page, if it is a leased vehicle, or if it is a motorcycle, motor home, or trailer.
- 4) The total loss occurred within 12 months of the vehicle's purchase date.
- 5) The total loss occurred within the vehicle's first 15,000 miles as shown on the odometer.

Circumstances Under Which We Will Pay:

Under this endorsement we will make an additional payment for damage to your auto only if that damage is covered by the Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) sections of your policy and the amount of that damage is equal to or greater than the actual cash value of your auto at the time of the damage or loss. However, we will not make any payment under this endorsement for damage that is otherwise covered by the Comprehensive (Part 9) section of your policy if your auto is stolen or the damage is the result of fire or vandalism.

Additional Amount We Will Pay:

We may, at our discretion, either pay you the additional amount as described above, or replace your auto with such a new one, subject to your deductible. If a new auto of the same make and model is unavailable, we will pay you the difference between the actual cash value of your auto at the time of the damage or loss and the amount that you paid for your auto provided that you purchased it at market value.

Our liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.

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

B. Optional coverage that may be purchased if the eligibility guidelines below are met.

(Attach Endorsement PRAC Auto MA-105-04-08 when a vehicle is endorsed for this coverage)

At the option of the insured, this coverage may be purchased to pay an additional amount of damages amounting to the difference between the actual cash value of your auto at the time of the damage or loss and the cost at the time of the damage or loss of a new auto of the same make and model and having a similar body style and similar additional equipment as your auto. This coverage replaces the Replacement Cost Coverage under Section A of this rule above.

Eligibility:

- 1) Available for any new auto acquired by you during this policy period which costs \$50,000 or less and has never been previously titled.
- 2) The new auto must be designated by its manufacturer as the same model year as the year of your date of purchase of it or as the model year subsequent to the year of your date of purchase.
- 3) To qualify for this coverage you must ask us to insure your auto with this endorsement within thirty days after you take title. This coverage cannot be added or reinstated after that time.
- 4) This coverage, if continuously in-force from the original eligibility date, is eligible for purchase for any policy period beginning less than twenty-four months from the purchase date of your auto.
- 5) This endorsement does not provide coverage for your auto if it is a temporary substitute for an auto described on the Coverage Selections Page, if it is a leased vehicle, or if it is a motorcycle, motor home, or trailer.

Circumstances Under Which We Will Pay:

Under this endorsement we will make an additional payment for damage to your auto only if that damage is covered by the Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) sections of your policy and the amount of that damage is equal to or greater than the actual cash value of your auto at the time of the damage or loss. However, we will not make any payment under this endorsement for damage that is otherwise covered by the Comprehensive (Part 9) section of your policy if your auto is stolen or the damage is the result of fire or vandalism.

Additional Amount We Will Pay:

We may, at our discretion, either pay you the additional amount as described above, or replace your auto with such a new one, subject to your deductible. If a new auto of the same make and model is unavailable, we will pay you the difference between the actual cash value of your auto at the time of the damage or loss and the amount that you paid for your auto provided that you purchased it at market value.

Refer to Miscellaneous Rating Factors page for applicable charge.

**RULE 36. RESERVED FOR FUTURE USE**

**RULE 37. ACCIDENT FORGIVENESS COVERAGE**

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A. This coverage applies automatically if the following eligibility guidelines are met.  
(Attach Endorsement PRAC Auto MA-106-04-08 for this coverage.)

An adjustment will not be applied and the Excellent Driver Discount Plus will not be lost upon renewal of the policy due to an at-fault accident occurring while the policy is in force if all of the following conditions are met:

- a. the policy has an original effective date prior to 2/1/2011;
- b. the policy has been in force with Plymouth Rock Assurance for at least 48 months prior to the renewal effective date;
- c. as of the effective date of the policy, there is at least one experienced operator listed on the Coverage Selections Page and all experienced operators listed qualify for the Excellent Driver Discount Plus under the Merit Rating Plan;
- d. as of the effective date of the policy, all inexperienced drivers listed on the Coverage Selections Page as operators on the policy either have 0 Merit Rating Plan Operator Points or qualify for the Excellent Driver discount under the Merit Rating Plan;
- e. the at-fault driver and the vehicle involved in the at-fault accident were listed on the Coverage Selections Page;
- f. the at-fault accident claim was reported to the Company; and
- g. there are no other accidents currently being waived on the policy
- h. the at-fault accident was caused by an experienced driver on the policy.

Notes:

- If an additional at-fault accident occurs while an accident waiver is in effect, the subsequent accident will not be forgiven. However, the forgiveness of the initial at-fault accident will not be affected.
- Waived accidents are still considered for the purpose of applying other rules, including, without limitation, the Disappearing Deductible.

B. Optional coverage that may be purchased if the eligibility guidelines below are met.  
(Attach Endorsement PRAC Auto MA-106-04-08 when a vehicle is endorsed for this coverage.)

A surcharge will not be applied and the Excellent Driver Discount Plus will not be lost upon the next renewal of the policy due to the first occurrence of an at-fault accident if the following conditions are met:

- a. the policy has an original effective date prior to 2/1/2011;
- b. as of the effective date of the policy, there is at least one experienced operator listed on the Coverage Selections Page and all experienced operators listed qualify for the Excellent Driver Discount Plus under the Merit Rating Plan; for the purposes of determining whether the Excellent Driver Discount Plus is applied, waived accidents are not counted;
- c. as of the effective date of the policy, all inexperienced operators listed on the Coverage Selections Page either have 0 Merit Rating Plan Operator Points or qualify for the Excellent Driver discount under the Merit Rating Plan;
- d. the at-fault driver and the vehicle involved in the at-fault accident were listed on the Coverage Selections Page;
- e. the at-fault accident claim was reported to the Company;
- f. there are no other accidents currently being waived on the policy;
- g. the at-fault accident was caused by an experienced driver on the policy.

Note:

- If an additional at-fault accident occurs while an accident waiver is in effect, the subsequent accident will not be forgiven. However, the forgiveness of the initial at-fault accident will not be affected.
- Waived accidents are still considered for the purpose of applying other rules, including, without limitation, the Disappearing Deductible.

Refer to Miscellaneous Rating Factors page for applicable charge.

### **RULE 38. REWARDS PLUS ENDORSEMENT**

The Rewards Plus Endorsement provides increased limits for Bail Bonds, Loss of Earnings, Substitute Transportation, and Replacement Cost Coverage under Comprehensive, as well as the following additional coverages: Personal Digital Assistant Device Replacement, Laptop Computer Replacement, Personal Belongings Replacement, Child Car Seat Replacement, Pet Injury Coverage, Seat Belt/Air Bag Benefit, waiver of deductible under Glass Repair Coverage, Waiver of Collision Deductible, and expanded MYLES benefits.

The additional benefits and enhancements provided by this endorsement are available, at no additional premium, to vehicles covered under the Massachusetts Automobile Policy if the policy either:

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1. is issued to a member in good standing (at the time of loss) of a motor club that has been approved by Plymouth Rock Assurance Corporation; or
2. has been continuously in force with Plymouth Rock for at least 36 months immediately prior to the effective date of this policy term.

This endorsement will be added to each eligible new and renewal policy issued on or after June 30, 2011.

This endorsement does not apply to policies that have been assigned to Plymouth Rock Assurance Corporation by the Massachusetts Automobile Insurance Plan.

**SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES**

**RULE 39. MOTOR HOMES/CAMPER BODIES**

**A. Motor Homes**

Any motor vehicle originally designed or permanently altered as living quarters (including cooking, dining, plumbing or refrigeration facilities), and which is used exclusively for human habitation or camping purposes. This also includes pick-up trucks used solely to transport a camper body or other similar living quarters. A motor vehicle designed primarily to transport property which has been temporarily altered or equipped for human habitation shall not be deemed to be a motor home.

Refer to the Miscellaneous Motor Vehicles page under Motor Homes for rating methods and factors; for Parts 7, 8 and 9, refer to Rule 22 to determine rating symbol.

Class 15, Merit Rating, and Passive Restraint discounts and the factors in the Miscellaneous Motor Vehicles page apply when rating Motor Homes. No other premium adjustments, factors or discounts apply.

**B. Camper Bodies**

A pick-up truck used to transport a portable camper body or similar living quarters, but which is also used for other purposes should be rated, both pick-up and camper body, according to the otherwise regular use of the vehicle.

For Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) coverages, the vehicle should be rated as follows:

Symbolled Pick-Up

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the camper body to the value of the vehicle as determined in item 2.
4. Develop the premium according to the rating symbol determined in item 3 and the model year indicated in the rate section.

Non-Symbolled Pick-Up

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the camper body.
2. Based on the price developed in item 1 refer to Rule 22 to determine the symbol.
3. Develop the premium according to the symbol determined in item 2 and the model year indicated in the rate section.

Class 15, Merit Rating, and Passive Restraint discounts and the factors in the Miscellaneous Motor Vehicles page apply when rating Camper Bodies. No other premium adjustments, factors or discounts apply.

**NOTE:** All policies subject to this rule must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 40. ANTIQUE MOTOR CARS AND ANTIQUE MOTORCYCLES**

Any motor vehicle or motorcycle registered as an antique or if not registered is over twenty-five years old which is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and which is not used primarily for the transportation of passengers or goods over any way, provided that the application for registration thereof is accompanied by an affidavit upon a form provided by the Registrar which shall include a statement of the age and intended use of such motor vehicle.

The Merit Rating Plan does not apply to vehicles described in this Rule.

Endorsement M-0047-S titled Antique Auto must be issued with the policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

The premium is subject to the Passive Restraint discount and the factors in the Miscellaneous Motor Vehicles page. No other premium adjustments, factors or discounts apply.

## **RULE 41. STATED AMOUNT COVERAGE**

### **Parts 7, 8, and 9**

A motor vehicle shall be insured on a stated amount basis when it can be clearly established that its value will produce an inadequate premium charge using normal rating procedures. In such case, the vehicle shall be rated as follows:

1. An appraisal shall be made at the time of application to establish the current market value of the vehicle. The insurer shall verify the accuracy of the appraisal.
2. Using the appraised value and the vehicle's model year, refer to Rule 22 to determine the symbol group. Obtain the stated amount rate from the Stated Amount Rate Page in this manual. Apply the rate obtained from this Stated Amount Rate Page to each \$100 of the appraised valuation. For Symbol 17 and above use the Symbol 17 rate.

Endorsement MPY-0027-S titled Stated Amount Coverage must be issued with the policy. This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule.

The premium is then calculated in accordance with Rule 11.

## **RULE 42. GOLFMOBILES AND LAWNMOWERS (MOTORIZED)**

Coverage for these vehicles is to be provided by a Personal Auto Policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

## **RULE 43. SNOWMOBILES**

A snowmobile is a motor vehicle designed for use principally on snow or ice using wheels or crawler-type treads or belts for locomotion across land, ice or snow. This does not include a vehicle using airplane-type propellers or fans.

Coverage shall be provided on a Personal Auto Policy without a Personal Injury Protection endorsement.

ISO Endorsement PP-03-20 titled Snowmobiles must be issued with the policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

**NOTE:** a. Only Stated Amount Coverage is available.

- b. A snowmobile and trailer designed to be towed by the snowmobile shall be considered one unit for determining the deductible amount to any loss, provided said trailer is described in the schedule on the endorsement.

## **RULE 44. MOTORCYCLES, MOTORSCOOTERS, MOPEDS AND SIMILAR MOTOR VEHICLES**

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.50. The Merit Rating Plan adjustment (Merit Rating Plan Operator Points) assigned to an operator on a private passenger automobile insurance policy, if available, shall also be applied to the motorcycle policy, except that an operator with less than five years of motorcycle experience will not be eligible for the Excellent Driver Discount or the Excellent Driver Discount Plus (Merit Rating Plan code 98 or 99) and an operator with less than six years, but more than five years, of motorcycle experience will not be eligible for the Excellent Driver Discount Plus (Merit Rating Plan code 99). Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

Excellent Driver Discount and Excellent Driver Discount Plus

If there is more than one operator on a policy, the operators shall be assigned to the motorcycles in the order which produces the highest Combined Premium. The Combined Premium is the sum of the premium for Parts 1, 2, 4, 5, 7, 8 and 9 for the operator's classification, including the 25% discount for operators age 65 and over, and the operator's Merit Rating Plan Operator Points. Any motorcycles remaining after assignment of all operators shall be assigned the classification and Merit Rating Plan Operator Points producing the lowest Combined Premium for the listed operators. If an inexperienced operator is the only listed operator of the motorcycle on the policy, all motorcycles shall be assigned an inexperienced operator classification.

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Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law. If Optional Bodily Injury to Others (Part 5) is purchased with guest occupants excluded, Endorsement M-0002-S titled "Guest Occupants Exclusion" must be issued with the policy.

The term "Motorcycle" shall include any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including any bicycle with a motor or driving wheel attached, except a tractor, a motorized lawnmower, a motor vehicle designed for the carrying of golf clubs and not more than four persons, an industrial three wheel truck, or a motor vehicle on which the operator and passengers ride within an enclosed cab.

These vehicles shall be classified on the basis of cubic centimeter displacement in accordance with the following groups and written at the rate shown on the Rate Sheets.

Group A - Cubic Centimeter Engine Displacement of 100 or less.

Group B - Cubic Centimeter Engine Displacement of 101-350.

Group C - Cubic Centimeter Engine Displacement of 351-650

Group D - Cubic Centimeter Engine Displacement over 650

**Fire** - See rate section.

**Theft** - See rate section.

**Comprehensive** - See rate section.

**Collision** - See rate section.

**Limited Collision** - See rate section.

**Substitute Transportation** – See Miscellaneous Rating Factors page.

**Towing and Labor** – See Miscellaneous Rating Factors page.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule, shall be eligible for a 25% discount if the experienced operator has attained age 65, or older. The discount applies to all Parts.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 10% discount if the principal operator has completed an approved motorcycle rider training program. The discount applies to Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12. Refer to the Miscellaneous Motor Vehicles Page for a list of approved sites.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 20% discount if the motorcycle is equipped with a Vehicle Recovery System which falls under Category IV of the Anti-Theft Device Standards and Discounts, as defined in Rule 54. This discount is applicable to Comprehensive coverage or other combinations of specified perils which afford Theft coverage.

Coverage for vehicles rated in accordance with this Rule and not subject to the Compulsory Law shall be provided on a Personal Auto Policy without a Personal Injury Protection Endorsement.

#### **RULE 45. AGREED AMOUNT COVERAGE - COMPREHENSIVE**

At the option of the policyholder, Comprehensive (Part 9) coverage may be written to provide that in determining the actual cash value of a motor vehicle to be insured, no deduction shall be made to reduce the value of the vehicle to less than the agreed value in the event of loss. "Agreed value," means the value of the vehicle as determined by agreement between the insurer and the policyholder. As a condition to this coverage, the insurer shall be permitted to inspect the vehicle at the time of application. The vehicle shall be rated as follows:

1. An appraisal is to be made to establish the current market value of the vehicle. The cost of appraisal shall be borne by the policyholder.
2. Refer to Rule 22 to determine the appraised value symbol group.
3. Obtain the stated amount rate from the Rate Page Section of the Manual.
4. Apply the rate obtained to each \$100 of valuation.
5. Multiply the premium obtained in (4) above by the factor of 110%.

Endorsement MPY-0034-S titled "Agreed Amount Coverage - Comprehensive" must be issued with the policy.

This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule. The premium is then calculated in accordance with Rule 11.

#### **RULE 46. EXCESS ELECTRONIC EQUIPMENT COVERAGE**

Coverage for loss or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, is excluded under the Massachusetts Automobile Insurance Policy, unless the electronic equipment has been

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permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. However, electronic equipment which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment is covered up to \$1,000. Coverage in excess of \$1,000 is available.

1. Determine the value of the equipment, including installation, in excess of \$1,000
2. The rate charged is a flat rate and is not subject to any discount, other than that applicable to Class 15.
3. Endorsement MPY-0041-S, "Excess Electronic Equipment Coverage," must be issued with the policy.

Refer to the Miscellaneous Rating Factors page for premium charges.

**RULE 47. CUSTOMIZED VANS AND PICK-UPS**

Coverage for loss or damage to customizing equipment located in or upon a pick-up or van is excluded under the Massachusetts Automobile Insurance Policy. Collision, Limited Collision and Comprehensive coverage for customizing equipment is available for any pick-up or van insured under the policy for Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) by attaching Endorsement MPY-0037-S, Coverage for Customized Vans and Pick-Ups and adding the value of the customized equipment to the value of the vehicle.

The vehicle should be rated as follows:

**A. Symbolled Pick-Up or Van**

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the customized equipment to the value of the vehicle as determined in Item 2.
3. Develop the premium according to the rating symbol determined in Item 3 and the model year indicated in the rate section.

**B. Non-Symbolled Pick-Up or Van**

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the customized equipment.
2. Based on the price developed in Item 1, refer to Rule 22 to determine the symbol.
3. Develop the premium according to the symbol determined in Item 2 and the model year indicated in the rate section.

The premium is then calculated in accordance with Rule 11.

**RULE 48. ORIGINAL EQUIPMENT MANUFACTURER PARTS COVERAGE**

(Attach Endorsement PRAC Auto MA-107-04-08 for this coverage)

Coverage Parts 7, 8, 9

Coverage for payment of an amount necessary to replace damaged crash parts of an auto with parts manufactured or licensed by the original equipment manufacturer is automatically provided for autos with less than 20,000 miles. Crash parts are defined to be sheet metal or plastic parts that constitute the visible exterior of the vehicle excluding glass and mechanical parts.

Eligible autos are private passenger automobiles as defined in Rule 27 which are insured for Collision, Limited Collision or Comprehensive coverage, and which are up to 10 model years old. For purposes of this rule, July 1 shall be considered the date at which model years age. For example, a model year 2007 vehicle will be new on July 1, 2006. It will be one model year old on July 1, 2007, two model years old on July 1, 2008, etc. It will be 10 model years old on July 1, 2016.



## SECTION IV - NON-OWNED AUTOMOBILES

### **RULE 49. NAMED NON-OWNER POLICY**

A policy may be written, at the option of the company, to insure a named individual who does not own an auto but drives borrowed or rented autos. The policy may also provide coverage for family members. Use the approved Personal Auto Policy PP 00 01 and the Named Non-Owner Coverage Endorsement PP 03 22.

The following rates apply:

#### **Bodily Injury Liability, Property Damage Liability, Medical Payments**

If the exclusions for vehicles furnished or available for regular use apply:

Charge 40 % of the applicable Parts 1, 4, 5 and 6 rates to provide coverage for a named individual.

Charge 60% of the applicable Parts 1, 4, 5 and 6 rates to provide coverage for a named individual and family members.

If the exclusions for vehicles furnished or available for regular use do not apply:

Charge 60% of the applicable Parts 1, 4, 5 and 6 to provide coverage for a named individual.

Charge 80% of the applicable Parts 1, 4, 5 and 6 rates to provide coverage for a named individual and family members

#### **Uninsured Motorists and Underinsured Motorists**

Charge the applicable Part 3 and Part 12 private passenger rates.

No other premium adjustments, factors or discounts apply to the calculation of premium for a Named Non-owner Policy.

### **RULE 50. USE OF OTHER AUTOMOBILES**

A policy may be extended to provide coverage for an individual who owns an auto but also drives borrowed or rented autos. The policy may also be extended to provide coverage for household members.

Endorsement M-0051-S, Use of Other Automobiles-Vehicles Furnished or Available For Regular Use may be used to cover vehicles furnished or available for regular use except vehicles furnished for use as public or livery conveyances.

Endorsement M-0052-S, Use of Other Automobiles-Vehicles Furnished or Available For Use as Public or Livery Conveyances may be used to cover non-owned public or livery conveyances. Primary insurance must be in effect for these vehicles.

The following rates apply for Damage To Someone Else's Property (Part 4), Optional Bodily Injury To Others (Part 5), and Medical Payments (Part 6):

#### 1. Vehicles Furnished or Available For Regular Use Except Public or Livery Conveyances

- A. No Primary Insurance - 90% of the applicable Private Passenger rate for an individual and 100% for individual and household members.
- B. Primary Insurance – 12% of the applicable Private Passenger rate for an individual and 13% for individual and household members.
- C. If the Named Individual is in the business of selling, servicing, repairing or parking autos and there is no insurance afforded on a primary basis, the applicable exclusion may be eliminated and the rate to be changed shall be 100% of the applicable private passenger rate.

#### 2. Vehicles Furnished or Available For Use As Public or Livery Conveyances

50% of the applicable Private Passenger rate for an individual and 60% for an individual and household members.

Physical Damage Coverages

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A policy providing Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverages may be extended to provide these coverages for non-owned private passenger autos furnished or available for regular use to the named individual other than for use as a public or livery conveyance.

The premium for these coverages shall be the applicable private passenger class, symbol 5 and the latest model year shown in the manual for the territory in which the named individual resides.

No other premium adjustments, factors or discounts apply to the calculation of premium for Use of Other Automobiles.

**RULES 51 - 53. RESERVED FOR FUTURE USE**

**SECTION V - SUPPLEMENTAL INFORMATION**

**RULE 54. ANTI-THEFT DEVICE STANDARDS AND DISCOUNTS**

RULES REGARDING REDUCTIONS IN PREMIUM CHARGES FOR PRIVATE PASSENGER MOTOR VEHICLES AND CERTAIN COMMERCIAL MOTOR VEHICLES EQUIPPED WITH AN ANTI-THEFT MECHANISM AND VEHICLE RECOVERY SYSTEMS

**1. Eligibility**

This rule is applicable to:

Private Passenger Automobiles as defined in Private Passenger Definition in this Private Passenger Manual.

**2. Coverages**

This discount is applicable to the Comprehensive coverage or other combination of specified perils which afford Theft coverage.

**3. Discounts Applicable**

The following discounts are to be applied:

<b>Vehicles Qualifying for</b>	<b>Discount</b>
Category I	5%
Category II	15%
Category III	20%
Category IV	20%
Category IV, plus Category I	25%
Category IV, plus Category II	30%
Category IV, plus Category III	35%
Category V	25%
Category V, plus Category I	28%
Category V, plus Category II	32%
Category V, plus Category III	36%

**4. Definitions**

As used in this regulation, the following words shall mean:

“Passive” describes an anti-theft device or system which is activated automatically when the operator turns the ignition key to the off position.

“Alarm,” except where otherwise specified, means horn, bell, siren or other sounding device which is audible at 300 feet.

“Tubular” describes a type of lock whose key is cylindrically shaped and which has at least 50,000 combinations.

“Electronic lock or keyless device” is an electronic coding device which must have more than 10,000 combinations. The combination used to unlock the device can be entered through a keyboard or similar data entry device or by means of a remote control device.

**5. General**

Stickers identifying the particular anti-theft system installed may not be attached to the car unless specifically permitted in these rules.

If two or more qualifying devices are attached to a vehicle, the total discount shall be that applicable to the device meeting standards for the highest discount. If one of the qualifying devices is a Category IV device, the applicable discount shall be calculated as stated in Item 4. Discounts Applicable.

Insurers may require reasonable evidence of installation of any anti-theft device but may not refuse to grant a discount to a qualifying device solely on the grounds that it was installed by the owner of the auto.

**Categories Defined**

**Category I**

Devices qualifying in this category receive 5% discounts.

**(a) Ignition or Starter Cut-Off Switch in Combination with Flush or Tapered Door Lock Buttons**

This device is an ignition cut-off switch (sometimes called a “kill switch”) or a starter cut-off switch which is inserted into the ignition wiring of an auto. The switch is tripped upon leaving the auto and must be switched back in order to start the auto.

The switch must be installed so that it is not visible from the driver’s position when the driver is seated. In addition, the vehicle must contain flush or tapered door lock buttons on all doors.

A sticker may identify the presence of this system.

**(b) Ignition or Starter Cut-Off Switches**

Such ignition or starter cut-of switches either must be designed so that the wires leading from the switch to the engine compartment are protected by armored tubing or cable, or operate passively.

**(c) Non-Passive, Externally-Operated Alarm**

This is a non-passive warning alarm which is installed in an auto and can be set to go off if any door, the trunk or the hood is opened without first turning off the alarm by use of a key inserted in a lock mounted on the outside of the auto.

**(d) Internally-Operated Alarm Not Meeting Category II or Category III Criteria**

This is an alarm system which is activated from within the vehicle but which does not meet all the criteria found in Section (5.3) (a) or Section (5.4)(a); alarm must be triggered by entry of doors, hood or trunk.

**(e) Steering Column Armored Collar**

This is a device similar to an oversized padlock which clamps on the steering column over the ignition lock and prevents access to it. This device, upon being locked, prevents the vehicle from being started, or if the auto is hot-wired and started, the device prevents it from being steered. No part of the device, when not in operation, is attached to the steering column. A sticker may identify the presence of this device.

**(f) Steering Wheel Removal Lock**

This device prevents steering movement of the vehicle from a parked position. This is a high security steering wheel lock assembly manufactured of hardened steel components, which allows removal of the steering wheel from the vehicle. The assembly is permanently attached to the vehicle’s steering column and is located between the column and the steering wheel. Operation of the lock is controlled by a high security configured key. Unlocking the assembly will permit removal of the steering wheel from the vehicle. A fitted security plate is then inserted onto the lock assembly in place of the steering wheel and the lock’s security key is then removed. Re-attachment of the steering wheel onto the lock assembly requires use of the security key to first remove the fitted security plate and then to attach the steering wheel. The security key can be removed from the lock assembly only after either the security plate or steering wheel have been locked into place.

**Category II**

Devices qualifying in this category receive 15% discounts.

**(a) Internally-Operated Alarm Systems Not Meeting Category III Criteria**

This is an alarm system which is activated from within the auto but which does not meet all the criteria in Section (5.4)(a). The ignition must be automatically cut off, or the starter must be disconnected automatically. The alarm must be triggered by entry of doors, hood or trunk.

**(b) Non-Passive Fuel Cut-Off Device**

This is a shut-off device which operates to block the fuel line when a switch is tripped or when the device is engaged by a key. The switch to open or shut off the fuel line must be well hidden from view.

**(c) Non-Passive Steering Wheel Lock**

This device prevents the steering wheel from turning. A steel collar and barrel, into which the shackle of a lock fits, are permanently attached to the steering post. The shackle, made of case-hardened alloy steel, fits over the

steering wheel spoke and into the barrel. A tubular key operates the lock. The collar, barrel and shackle must resist cutting with a file. A sticker may identify the presence of this system.

**(d) Armored Cable Hood Lock and Ignition Cut-Off Switch**

This system is one which meets all the criteria of Section (5.4)(f)(1) except paragraph (a). Armor must be similar to that used in outdoor telephone booths; it must extend through firewall and be secured so as to prevent retraction.

**(e) Window Identification System**

A window identification is one in which identification letters and/or numbers are etched by sandblasting, chemical process or other permanent marking into all the windows of the vehicle other than the small vent window.

Provision must be made for immediate telephone identification of the owner of the vehicle any time of day or night.

A sticker may identify the presence of this identification system.

**(f) Emergency Handbrake Lock**

This device prevents the release of the emergency handbrake. The lock replaces the handbrake grip, and is permanently attached to the handbrake lever. The lock encasement must be all metal construction. The lock is released by entering a preset digital combination. A sticker may identify the presence of this device.

**(g) Car Transmission Lock**

The device prevents the vehicle from moving from a parked position by locking the gear shift. A steel encased lock is permanently attached to the floor of the vehicle by a steel stand. The shackle, made of case hardened alloy steel, fits around the gear shift and is inserted into the lock. The device must have a high security locking system with at least 50,000 combinations. The lock, shackle and stand must resist cutting and filing.

A sticker may identify this system.

**Category III**

Devices qualifying in this category receive 20% discounts.

**(a) Passive Alarm System** - This is an alarm system meeting the following criteria:

- (1) Ignition must be cut off automatically, or starter must be disabled automatically.
- (2) Alarm must be triggered by entry of doors, hood or trunk.
- (3) Hood must not open unless unlocked from inside the vehicle by a key, or by an electronic keyless device.
- (4) Alarm must sound for no more than eight minutes, and upon ceasing to sound, must reset itself.
- (5) Alarm must not emit a pulsating, whooping, or yelping sound which would cause it to be mistaken for the modern police, fire or other emergency vehicle siren.
- (6) Alarm must be installed in the engine compartment so as to be inaccessible without opening the hood.
- (7) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a tubular lock or electronic keyless device must be used. The maximum time delay permitted to disarm the system after re-entry is twenty seconds.

**(b) Passive Fuel Cut-Off Device**

This fuel cut-off device is engaged by turning the ignition key to the off position. The driver must trip a switch to open the fuel line each time the car is started. This device must meet the following criteria:

- (1) The fuel line must be blocked when the power is off.
- (2) The switch to open the fuel line must be well hidden from view, but accessible to the driver from the driver's seat. In the alternative a tubular key or an electronic keyless device may be used.
- (3) A parking/service attendant override switch may be provided. It must be well hidden from view. It must not be accessible from the passenger compartment; alternatively, if the override switch is accessible from

the passenger compartment, a warning buzzer must sound (or the operator must be distracted in some other way) while the engine is running and the override switch engaged. If the buzzer is disconnected, it must result in disconnection of the entire anti-theft system.

(4) Any under-the-dash wiring installed in connection with this device must blend in color with factory-installed wiring.

**(c) Armored Ignition Cut-Off Switch**

This device is a kill switch designed to resist tampering. To prevent hot-wiring of the auto, a protective cap is attached to the coil or starter solenoid. Such devices must meet the following criteria:

(1) Armored cable must run from a separate key to the coil, starter solenoid, or other engine component. Such cable must be similar to that used in outdoor telephone booths, collapse when cut, and preclude quick reconnection of the cut wire inside; alternatively, some other effective means of preventing defeat of the system by cutting the armored cable must be employed.

(2) The device must prevent hot-wiring of the car.

(3) A separate lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

**(d) Passive Multi-Component Cut-Off Switch**

This device is a kill switch activated when the ignition key is turned to the off position. It is designed to prevent hot-wiring of the auto. Such device must meet the following criteria:

(1) The primary wire to the ignition coil must be disconnected.

(2) The device must disconnect the starter.

(3) One or more wires to the electronic ignition system, or to the points and condenser must be disconnected and grounded to the chassis.

(4) The wiring must blend with factory-installed wiring, and the disconnecting/grounding wires must be routed to random points in the electrical system away from the components they affect.

(5) The control module, if separate from the electronic locking mechanism, must be hidden in the engine compartment or other part of the car so that it is not easily detectable.

(6) In order to start the car, a lock or electronic device must be used to deactivate the system. The lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

**(e) Passive Time Delay Ignition System**

This is a device which allows the car to start only if the operator waits a prescribed time, which must vary from device to device in a range of three to twenty seconds, before moving the ignition key from "On" to "Start". If the auto does not start, the operator must be required to wait at least ninety seconds before the device can be operated successfully on a subsequent try.

The device must be resistant to tampering; for example, if it is forcibly removed, reconnection of the electrical system must not be possible with a hot-wire device. Alternatively, the device must be installed with a hood lock operated by a tubular key.

**(f) Armored Cable or Electrically Operated Hood Lock and Ignition Cut-Off Switch**

This is a supplemental hood lock operated from within the auto which also cuts off the ignition when engaged. Such devices must meet the following criteria:

**(1) Armored Cable Hood Lock**

(a) The hood lock cable must be armored by case hardened solid steel tubing designed to resist cutting; tubing must extend through firewall and be secured so as to prevent retraction. Otherwise, an alarm meeting the criteria of Section (5.3)(a) must be installed.

- (b) The system must be engaged by a push button or other device which facilitates use. The push button or other device must be installed within reach of driver when seated.
- (c) No portion of the hood lock cable may be accessible so that it could be grasped from underneath the car; and, if accessible through the grillwork, armor must extend to the locking mechanism.

**(2) Electrically Operated Hood Lock**

- (a) The hood lock is electrically operated and functions so that it remains locked even if the wiring operating the hood lock is cut.
- (b) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a separate key or electronic keyless device must be used.
- (c) If the hood lock can be reached through the grillwork or from underneath the car, the hood lock must be shielded or armored so that it cannot be manually operated. The locks controlling the devices must be of tubular type or operate electronically.

**(g) Passive, Delayed Ignition Cut-Off System**

This electronic system disables the ignition circuit at a preset engine speed such that the engine cannot be restarted or hot-wired. Such device must meet these criteria:

- (1) The ignition must cut off automatically as soon as the engine reaches a speed in the range of 1,500 to 2,000 RPM.
- (2) The system must be automatically armed when the ignition key is turned to the off position.
- (3) A push button or other type of disarm switch must be well hidden from view. The wiring must blend with factory-installed wiring if placed under the dash. In the alternative, a tubular key or an electronic keyless device may be used.
- (4) An alarm or horn shall be actuated at the same time the ignition is disabled.
- (5) If a parking/service attendant switch is provided, a buzzer must sound all the time the engine is running. The switch must be hidden in a remote place.

**(h) Passive Ignition Lock Protective system**

This is a case hardened steel, protective cap which fits over the ignition lock so as to prevent extraction of the ignition lock cylinder. The cap fastens to a steel collar which fits around the steering post and over the ignition lock. The ignition key fits through a slot in the cap.

A sticker may identify the presence of this system.

**(i) High Security Ignition Replacement Lock**

This is a high security, case hardened steering column ignition lock, conforming to NHTSA Standard No. 1141, which cannot be removed using a conventional slide hammer or lock puller equipment.

A sticker may identify the presence of this system.

**(j) Hydraulic Brake Lock**

This is a dash-mounted device which, when activated and pressurized with the brake pedal, maintains hydraulic pressure on the brakes at two or more of a vehicle's wheels so that the vehicle cannot be driven. The device must have a high security locking system with at least 50,000 combinations and a lock which cannot be pulled using a conventional slide hammer or lock puller equipment.

**Category IV**

Devices qualifying in this category receive 20% discounts.

**Vehicle Recovery System**

This is an electronic unit installed in a vehicle that is activated after that vehicle is stolen. When activated, the device provides information to law enforcement officials or another public or private entity regarding the vehicle's location.

The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle.

### **Category V**

Devices qualifying in this category receive 25% discounts.

### **Vehicle Recovery System with Unauthorized Movement Notification**

This is an electronic unit installed in a vehicle that is activated after that vehicle is moved without authorization. When activated, the device provides information to law enforcement officials or another public or private entity regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle. Additionally, the device must provide personalized notification to the owner of a vehicle (or his or her authorized user) in the event of a potentially unauthorized movement of the owner's vehicle. Personalized notification shall mean notification delivered directly to the owner or his or her authorized user via automated communication, which is available beyond the proximity of the vehicle itself, to one or more devices designated in advance by the owner or his or her authorized user, such as to the owner's home telephone, mobile phone, electronic mail service, or wireless text messaging service. If maintaining the system in effect requires the payment of a service fee, insureds must provide the insurer reasonable confirmation of the coverage.

### **RULE 55. PRE-INSURANCE INSPECTION PROGRAM**

The Commissioner of Insurance promulgated regulation 211 CMR 94.00, Pre-Insurance Inspection of Private Passenger Motor Vehicles, to be effective July 24, 2009. For specific details about the Program, refer to the regulation.

The provisions of this Rule 55 shall be applied uniformly and without regard to whether the applicable motor vehicle is to be insured under a policy that was written on a voluntary basis or is to be insured under a policy that was assigned to the company by the Massachusetts Automobile Insurance Plan.

### **Eligibility**

Unless specifically exempted or waived, all private passenger motor vehicles and pick-ups or vans having a gross vehicle weight up to 10,000 pounds are required to be inspected by an insurer prior to the issuance of physical damage coverages by the insurer.

### **Exemptions to Inspection Requirement**

An inspection shall not be required if:

1. The motor vehicle is a new, unused motor vehicle from a franchised automobile dealership where the insurer is provided with either: a copy of the bill of sale which contains a full description of the motor vehicle, including all options and accessories; or a copy of the RMV Form 1 provided by the Registry of Motor Vehicles, which establishes the transfer of ownership from the dealer to the customer and a copy of the window sticker or the dealer invoice showing the itemized options and equipment in addition to the total retail price of the vehicle.
2. The applicant has been insured for three years or longer, without interruption, under a motor vehicle liability policy or policies which include(s) physical damage coverage, issued by the insurer to which the application is submitted; or any applicant involuntarily transferred to another insurer due to the applicant's original insurer's withdrawal from the Commonwealth if the applicant otherwise qualifies under this regulation.
3. An inspection is waived by the insurer.
4. Any private passenger motor vehicle not owned by the applicant, which is used by the applicant, with the permission of the owner, as a temporary substitute due to breakdown, repair, servicing, loss or destruction of the applicant's own motor vehicle.
5. A motor vehicle which is leased less than six months, provided the insurer receives the lease or rental agreement containing a description of the leased motor vehicle, including its condition.
6. When requiring an inspection would cause a serious hardship to the insurer or the applicant and such hardship is documented in the applicant's policy record.
7. When the insurer has no inspection facility or authorized representative either in the city or town in which the motor vehicle is principally garaged or within five miles of said city or town.

### **Waiver of Inspection**



An inspection may be waived if:

1. The motor vehicle is ten or more model years older for all policies issued or renewed during the current calendar year.  
  
Example: For policies issued or renewed during calendar year 2005, inspection of all 1995 and older model year vehicles may be waived.
2. A non-owned vehicle is insured under a policy providing physical damage coverage issued by an insurer which has inspected such motor vehicle in accordance with the provisions of this regulation.
3. A producer is transferring a book of business from one insurer to one or more insurers.
4. An individual applicant's coverage is being transferred by an independent insurance producer to a new insurer and said producer provides the new insurer with a copy of the inspection report completed on behalf of the previous insurer, provided the independent producer represents both insurers, and the insured vehicle was physically inspected by the previous insurer. However, if the new insurer does not receive a copy of the inspection report sixty days prior to the first annual date, the insurer must, upon renewal of the physical damage insurance, require an inspection.
5. When a motor vehicle is insured for physical damage on the applicant's expiring Massachusetts Automobile Insurance Policy, or when a copy of a prior Pre-insurance Inspection is provided.
6. When the applicant has been a customer of the producer for at least three years under a Massachusetts Automobile insurance Policy which included physical damage coverage.
7. When the applicant had physical damage coverage on the vehicle on the prior policy term with no lapse in coverage

#### **Deferral of Inspection**

An insurer may defer an inspection for ten calendar days (not including legal holidays and Sundays) following the effective date of coverage on new business and on additional or replacement vehicles to an existing policy, if an inspection at the time of the request for coverage would create a serious inconvenience for the applicant.

Whenever an inspection is deferred, the Notice of Mandatory Pre-Insurance Inspection Requirement (Form B) or the Acknowledgment of Requirement for Pre-Insurance Inspection (Form D) must be used in accordance with the Regulation.

If an inspection is not conducted within the ten day deferral period, physical damage coverage is automatically suspended on the day following the ten day deferral period.

Coverage may be reinstated to be effective at the time of inspection or, in accordance with the Regulation, the Notice of Suspension of Physical Damage Coverage (Form C) must be used.

#### **Inspection Procedures**

Inspections required or permitted shall be made by a designated authorized representative of the insurer at a time and place reasonably convenient to the applicant.

The inspection shall be recorded on the prescribed Motor Vehicle Pre-Insurance Inspection Report (Form A) and include appropriate photos as required under the Regulation.

The insurer must retain the original report and photographs for three years except as provided by the Regulation.

The insurers shall maintain an up-to-date list of all its authorized representatives and inspection sites.

#### **RULE 56. MERIT RATING PLAN**

The following summary is a general overview of the Merit Rating Plan and its impact on underlying rates.

##### **Operator Points/Experience Period**

Each listed operator on a policy is assigned an Operator Adjustment Factor based on the operator's driving history record, as per the Merit Rating Board. The Operator Adjustment Factor is the factor applied to the otherwise applicable rate which reflects the number, type, and age of incidents during the Policy Experience Period. The Factor is either the Excellent Driver Factor, awarded to operators with Incident-Free Periods of more than five but less than six years, the Excellent Driver Plus Factor, awarded to operators with Incident-Free Periods of at least six years, or

the factor corresponding to the number of points determined for the driver. The Experience Period is the six year period immediately preceding the effective date of the policy. The operator points will range from 0 to 45. The Merit Rating Board will compute and report to the Insurer the total number of operator points for each listed operator.

#### Accident Forgiveness

Accidents used in the computation of the Operator Adjustment Factor will not include those that have been forgiven, consistent with Rule 37 – Accident Forgiveness.

#### Operators New to Massachusetts

If an application for insurance indicates that an operator new to Massachusetts was licensed outside of Massachusetts within the last six years or such operator is being added to an existing policy, the operator's Policy Experience Period will begin as of the effective date of that policy until the company receives an authorized inquiry response from the Merit Rating Board indicating the operator's driving history record.

If an operator's Motor Vehicle Report (MVR) is electronically available, the company will be responsible for obtaining it from the state or country where the operator was licensed. Driving history on MVRs obtained from more than one state or country must be combined by the company and considered as one report. An acceptable MVR must have three years or more driving history, unless the operator has been licensed less than three years. If there are no motor vehicle violations or at-fault accidents shown on the MVR, the company must submit an Merit Rating policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's points.

If an MVR is not electronically available, the operator's Policy Experience Period will begin as of the effective date of the policy until the company receives an authorized inquiry response from the Merit Rating Board with the operator's actual operator points. The operator may obtain an official driving record or a record from a previous insurer and submit it to the company. If the driving record is not in English, a translation certified as true and correct by the translator must be obtained by the operator and attached to the driving record submitted to the company. An acceptable driving record must have three or more years driving history, unless the operator has been licensed less than three years. If there are no motor vehicle violations or at-fault accidents shown on the operator's record, the company must submit a Merit Rating policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's points.

#### Classification of Operator points

Merit Rating Plan Operator Points are assigned as follows:

Minor traffic law violation	2 points	Major at-fault accident	4 points
Minor at-fault accident	3 points	Major traffic law violation	5 points

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

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

#### Calculation of Premium Adjustment

The Merit Rating Plan adjustment factor is applied to Compulsory Bodily Injury (Part 1), PIP (Part 2), Property Damage (Part 4), Optional Bodily Injury (Part 5), Collision (Part 7) and Comprehensive (Part 9).

The adjustment factor varies based on the coverages to which it is applied as well as on the operator's years of driving experience and points. The Merit Rating adjustment factors are shown in the Rate Pages section.

Total Merit Rating Plan Operator points are based on the Incident Free Period. When the Incident Free Period is less than or equal to three, the total number of Operator Points applicable to the operator shall be the sum of the operator points identified for each Incident in the Policy Experience Period. When the Incident Free Period is greater than three and the total number of Incidents in the most recent five years of the Policy Experience Period is three or less, the Operator Points applicable to each incident shall be reduced by one and the total number of Operator Points applicable to the Operator shall be the sum of those reduced Operator points. In no event shall the Operator points for any single incident be reduced below zero.

#### Assignment of Operators to Vehicles

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

**RULE 57. SURETY BOND RULES AND RATES**

1. The rates for Motor Vehicle Surety Bonds shall be 10% of the Statutory (Compulsory) Rates for Motor Vehicle Liability Insurance Policies.
2. No Motor Vehicle Surety Bonds shall be issued unless or until the applicant (owner) has furnished collateral equal to at least 120% of the highest amount of losses incurred in any one year of the most recent five-year experience period. If the experience is not available for the five preceding years, the applicant must satisfy the company that he is able to pay any judgment to the extent of \$40,000 for each motor vehicle to be covered. The minimum premium for a motor vehicle liability bond for Statutory (Compulsory) coverage shall be \$25.
3. The classifications for Motor Vehicle Surety Bonds shall be the same as for Motor Vehicle Liability Insurance Policies.
4. Motor Vehicle Liability Bonds executed on and after January 1, 1971, shall contain, as part of the recitals required by G.L. Chapter 90, Section 34A, the appropriate provisions of St. 1970, Chapter 670, Section 2 and St. 1971, Chapter 978. The term "insurer" as used in these statutes shall include the "obligor" under any Motor Vehicle Liability Bond so executed.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
 PLYMOUTH ROCK ASSURANCE CORPORATION  
**PRIVATE PASSENGER ENDORSEMENTS**  
**ALPHABETICAL INDEX**  
**JUNE 1, 2008**

<u>TITLE</u>	<u>AIB FORM NO.</u>
Accident Forgiveness	PRAC Auto MA-106-07-09
Agreed Amount - Comprehensive	MPY-0034-S (Ed. 01-83)
Antique Auto	M-0047-S (Ed. 04-08)
Commonwealth of Massachusetts Employees Using Autos They Do Not Own in the Course of Their Employment	M-0069-S (Ed. 01-80)
Charitable Group Discount Endorsement	PRAC Auto MA-108-05-08
Conditional Premium and Coverage Endorsement	M-0101-S (Ed. 01-92)
Coverage for Anyone Renting An Auto To You	M-0070-S (Ed. 01-90)
Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
Deductible Dollars	PRAC Auto MA-103-07-10
Excess Electronic Equipment Coverage	MPY-0041-S (Ed. 04-08)
Federal Employees Using Autos They Do Not Own In The Course of Their Employment	M-0049-S (Ed. 01-77)
\$100 Glass Deductible	MPY-0039-S (Ed. 04-08)
Guest Occupants Exclusion	M-0002-S (Ed. 04-08)
Massachusetts Mandatory Endorsement	M-0099-S (Ed. 04-07)
Mobile Home Endorsement	MPY-0002-S (Ed. 01-77)
MYLES Endorsement	PRAC MA-102-04-08
Non-Renewal of Policy - Motorcycles, Recreational Vehicles and Trailers	M-0103-S (Ed. 04-08)
Operator Exclusion Form	M-0106-S (Ed. 014-08)
Optional Replacement Cost Coverage	PRAC Auto MA-105-04-08
Original Equipment Manufacturer Parts Coverage	PRAC Auto MA-107-04-08
Other Optional Insurance - Combined Additional Coverage	MPY-0031-S (Ed. 01-89)
Other Optional Insurance - Fire, Lightning and Transportation	MPY-0028-S (Ed. 01-89)
Other Optional Insurance - Theft	MPY-0029-S (Ed. 01-89)
Premium Package Endorsement	PRAC MA-110-12-10
Replacement Cost Coverage	PRAC Auto MA-104-04-08
Restriction of PIP for Employers Subject to the Massachusetts Workers' Compensation Act	M-0063-S (Ed. 01-88)
Rewards Plus Endorsement	PRAC MA-111-03-11
Stated Amount Coverage	MPY-0027-S (Ed. 04-08)
Substitute Transportation Coverage	M-0105-S (Ed. 01-01)
Suspension of Coverage-Reduction of Limits	MPY-0032-S (Ed. 04-08)
Transportation of Fellow Employees, Students or Others	M-0004-S (Ed. 01-88)
Trust Endorsement	M-0107-S (Ed. 01-06)
Use of Other Autos Vehicles Furnished or Available for Regular Use	M-0051-S (Ed. 04-08)
Use of Other Autos Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S (Ed. 04-08)
Waiver of Deductible Endorsement	MPY-0016-S(Ed.04-08)

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**PERSONAL AUTO FORMS INDEX**  
**(MASSACHUSETTS)**  
 Approved for Use January 1, 2006  
 For Vehicles Not Subject to the Compulsory Law

<b>Form Title</b> <b><u>Policy</u></b>	<b>Form Number and <u>Edition</u></b> <b><u>Date</u></b>
PERSONAL AUTO POLICY	PP 00 01 01 05
AMENDMENT OF POLICY – MASSACHUSETTS	MP 00 99 11 01
<b><u>Endorsements</u></b>	
ADDITIONAL INSURED – LESSOR	PP 03 19 08 86
AUTO LOAN/LEASE COVERAGE	PP 03 35 09 93
CERTIFICATE OF INSURANCE – TRUSTS	PP 03 33 06 98
CHANGE ENDORSEMENT	PP 03 10 08 86
COVERAGE FOR DAMAGE TO YOUR AUTO (MAXIMUM LIMIT OF LIABILITY)	PP 03 08 06 94
COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT	PP 13 01 12 99
CUSTOMIZING EQUIPMENT COVERAGE	PP 03 18 01 05
EXCESS ELECTRONIC EQUIPMENT COVERAGE	PP 03 13 01 05
EXTENDED NON-OWNED COVERAGE FOR VEHICLES FURNISHED OR AVAILABLE FOR REGULAR USE	PP 03 06 01 05
EXTENDED NON-OWNED COVERAGE – VEHICLES FURNISHED OR AVAILABLE FOR USE AS A PUBLIC OR LIVERY CONVEYANCE	PP 13 05 01 05
FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS	PP 03 01 08 86
JOINT OWNERSHIP COVERAGE	PP 03 34 01 05
LIABILITY COVERAGE EXCLUSION ENDORSEMENT	PP 03 26 06 94
LIMITED MEXICO COVERAGE	PP 03 21 01 05
MISCELLANEOUS TYPE VEHICLE AMENDMENT (MOTOR HOMES)	PP 03 28 06 98
MISCELLANEOUS TYPE VEHICLE ENDORSEMENT	PP 03 23 01 05
NAMED NON-OWNER COVERAGE	PP 03 22 01 05
OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE	PP 03 02 06 98
REINSTATEMENT OF INSURANCE	PP 02 02 08 86
SINGLE LIABILITY LIMIT	PP 03 09 01 05
SINGLE UNDERINSURED MOTORISTS LIMIT	PP 04 02 06 98
SINGLE UNINSURED MOTORISTS LIMIT	PP 04 01 06 98
SNOWMOBILE ENDORSEMENT	PP 03 20 01 05
SUSPENSION OF INSURANCE	PP 02 01 01 05
TOWING AND LABOR COSTS COVERAGE	PP 03 03 01 04
TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)	PP 03 07 01 05
TRIP INTERRUPTION COVERAGE	PP 13 02 01 05
TRUST ENDORSEMENT	PP 13 03 01 05
UNDERINSURED MOTORISTS COVERAGE	PP 03 11 01 05
MYLES ENDORSEMENT	PRAC MA-102-04-08
DEDUCTIBLE DOLLARS	PRAC MA-103-07-10
REPLACEMENT COST COVERAGE	PRAC MA-104-04-08
OPTIONAL REPLACEMENT COST COVERAGE	PRAC MA-105-04-08
ACCIDENT FORGIVENESS	PRAC MA-106-07-09
ORIGINAL EQUIPMENT MANUFACTURERS PARTS COVERAGE	PRAC MA-107-04-08
CHARITABLE GROUP DISCOUNT ENDORSEMENT	PRAC MA-108-05-08
PREMIUM PACKAGE ENDORSEMENT	PRAC MA-110-12-10
REWARDS PLUS ENDORSEMENT	PRAC MA-111-03-11

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MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
 PLYMOUTH ROCK ASSURANCE CORPORATION  
**RATING TERRITORIES SECTION**

**TERRITORY DEFINITIONS**

Except for East Boston and South Boston, sections of cities and towns designated "North," "East," "South," and "West" or with a prefix or suffix merely supplemental to the principal name (such as **West** Newton or Arlington **Heights**) are not separately listed (see principal designation).

In some instances (such as **North** Andover) there are two distinct townships, Andover and North Andover, in which case both are listed.

Counties are indicated by the Statistical Code Numbers as follows:

Left Hand Digit	County	Left Hand Digit	County
0.....	Barnstable Dukes Nantucket Plymouth	4.....	Franklin Hampden
1.....	Berkshire	5.....	Hampshire
2.....	Bristol	6.....	Middlesex
3.....	Essex	7.....	Norfolk
		8.....	Suffolk
		9.....	Worcester

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
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 CITY OF BOSTON

Definition	Rating Territory	Statistical Code
BOSTON CENTRAL - (Zip Codes 02101-02118, 02123, 02133, 02199, 02201, 02202, 02203, 02210, 02215, 02241)	23	821
BRIGHTON - (Zip Codes 02134, 02135, 02163)	24	822
CHARLESTOWN - EAST BOSTON - (Zip Codes 02128, 02129)	26	824
DORCHESTER - (North Dorchester and South Dorchester) - (Zip Codes 02122, 02124, 02125, 02126)	21*	819
EAST BOSTON - CHARLESTOWN - (Zip Codes 02128, 02129)	26	824
HYDE PARK - (Zip Codes 02136, 02137)	20	818
JAMAICA PLAIN - (Zip Code 02130)	19	817
ROSLINDALE - (Zip Code 02131)	18	816
ROXBURY - (Including parts of Dorchester) (Zip Codes 02119, 02120, 02121)	22	820
SOUTH BOSTON - (Zip Code 02127)	25	823
WEST ROXBURY (Zip Code 02132)	17	815

The following list contains subdivisions of Boston with territorial schedules and statistical codes:

Name	Rating Territory	Statistical Code
Allston - (Brighton)	24	822
Mattapan - (Dorchester - North)	21	819
Readville - (Hyde Park)	20	818

\*A portion of postal zip code district 02126 falls in Hyde Park (Territory 20) and should be rated as such. The correct border between South Dorchester and Hyde Park is as follows:

Southeast, then East on Cummins Highway, Southwest on Rugby Road (1 block), Southeast on Greenfield Road, short stretch Southwest on River Street, Southeast on Mattakeeset St. to Neponset River. Border goes down the middle of these streets.

**The following list contains Out of State Territorial Schedules and Statistical Codes**

Location	Rating Territory	Statistical Code
Connecticut	9	991
Maine	9	992
New Hampshire	9	993
New York	9	994
Rhode Island	9	995
Vermont	9	996
Other	9	999

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
PLYMOUTH ROCK ASSURANCE CORPORATION

City or Town	Rating Territory	Statistical Code		
<b>A</b>			CHELMSFORD .....	2 612
ABINGTON .....	8	010	CHELSEA .....	16 802
ACTON .....	27	630	CHESHIRE .....	27 130
ACUSHNET .....	7	230	CHESTER .....	1 440
ADAMS .....	27	110	CHESTERFIELD .....	27 570
AGAWAM .....	7	420	CHICOPEE .....	9 402
ALFORD .....	27	170	CHILMARK .....	27 081
AMESBURY .....	2	310	CLARKSBURG .....	27 131
AMHERST .....	5	510	CLINTON .....	6 911
ANDOVER .....	3	311	COHASSET .....	4 732
ARLINGTON .....	4	610	COLRAIN .....	1 431
ASHBURNHAM .....	1	930	CONCORD .....	27 613
ASHBY .....	1	670	CONWAY .....	27 473
ASHFIELD .....	27	470	CUMMINGTON .....	27 571
ASHLAND .....	5	631	<b>D</b>	
ATHOL .....	3	910	DALTON .....	27 132
ATTLEBORO .....	5	210	DANVERS .....	5 313
AUBURN .....	6	931	DARTMOUTH .....	7 211
AVON .....	11	730	DEDHAM .....	8 712
AYER .....	3	632	DEERFIELD .....	27 432
<b>B</b>			DENNIS .....	3 052
BARNSTABLE .....	5	021	DIGHTON .....	5 232
BARRE .....	2	932	DORCHESTER - Boston (Zip	
BECKET .....	2	171	Codes 02122, 02124, 02125,	
BEDFORD .....	2	633	02126) .....	21 819
BELCHERTOWN .....	3	530	DOUGLAS .....	2 937
BELLINGHAM .....	3	731	DOVER .....	2 733
BELMONT .....	3	611	DRACUT .....	6 614
BERKLEY .....	6	231	DUDLEY .....	3 938
BERLIN .....	27	933	DUNSTABLE .....	1 673
BERNARDSTON .....	27	471	DUXBURY .....	3 031
BEVERLY .....	5	312	<b>E</b>	
BILLERICA .....	5	634	EAST BOSTON - Boston (Zip	
BLACKSTONE .....	2	934	Codes 02128, 02129) .....	26 824
BLANDFORD .....	3	490	EAST BRIDGEWATER .....	6 032
BOLTON .....	1	970	EAST BROOKFIELD .....	2 973
BOSTON CENTRAL - (Zip Codes			EASTHAM .....	27 082
02101- 02118, 02123, 02133,			EASTHAMPTON .....	3 511
02199, 02201, 02202, 02203,			EAST LONGMEADOW .....	6 441
02210, 02215, 02241) .....	23	821	EASTON .....	7 212
BOURNE .....	4	050	EDGARTOWN .....	27 053
BOXBOROUGH .....	27	671	EGREMONT .....	27 172
BOXFORD .....	3	370	ERVING .....	27 433
BOYLSTON .....	2	971	ESSEX .....	2 330
BRAINTREE .....	8	710	EVERETT .....	14 602
BREWSTER .....	27	080	<b>F</b>	
BRIDGEWATER .....	6	011	FAIRHAVEN .....	7 213
BRIGHTON - Boston (Zip Codes			FALL RIVER .....	13 201
02134, 02135, 02163) .....	24	822	FALMOUTH .....	3 054
BRIMFIELD .....	3	491	FITCHBURG .....	7 902
BROCKTON .....	45	002	FLORIDA .....	2 173
BROOKFIELD .....	3	935	FOXBOROUGH .....	3 734
BROOKLINE .....	8	702	FRAMINGHAM .....	9 615
BUCKLAND .....	27	430	FRANKLIN .....	1 713
BURLINGTON .....	4	635	FREETOWN .....	5 233
<b>C</b>				
CAMBRIDGE .....	11	600		
CANTON .....	8	711		
CARLISLE .....	27	672		
CARVER .....	7	030		
CHARLEMONT .....	27	472		
City or Town	Rating Territory	Statistical Code		
CHARLESTOWN - Boston (Zip				
Codes 02128, 02129) .....	26	824		
CHARLTON .....	4	936		
CHATHAM .....	27	051		



MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
PLYMOUTH ROCK ASSURANCE CORPORATION

City or Town	Rating Territory	Statistical Code		
<b>G</b>			LITTLETON .....	27 640
GARDNER .....	3	912	LONGMEADOW .....	4 442
GAY HEAD .....	27	083	LOWELL .....	41 601
GEORGETOWN .....	3	331	LUDLOW .....	7 421
GILL .....	27	474	LUNENBURG .....	1 945
GLOUCESTER .....	5	314	LYNN .....	43 300
GOSHEN .....	27	573	LYNNFIELD .....	7 334
GOSNOLD .....	27	084	<b>M</b>	
GRAFTON .....	3	913	MALDEN .....	14 603
GRANBY .....	4	574	MANCHESTER .....	27 335
GRANVILLE .....	2	492	MANSFIELD .....	3 214
GREAT BARRINGTON .....	1	111	MARBLEHEAD .....	4 316
GREENFIELD .....	3	410	MARION .....	3 038
GROTON .....	27	636	MARLBOROUGH .....	5 618
GROVELAND .....	3	332	MARSHFIELD .....	7 039
<b>H</b>			MASHPEE .....	5 085
HADLEY .....	27	531	MATTAPOISETT .....	3 040
HALIFAX .....	5	070	MAYNARD .....	27 620
HAMILTON .....	1	333	MEDFIELD .....	27 736
HAMPDEN .....	5	493	MEDFORD .....	12 604
HANCOCK .....	27	174	MEDWAY .....	27 737
HANOVER .....	4	033	MELROSE .....	6 619
HANSON .....	5	034	MENDON .....	27 946
HARDWICK .....	27	939	MERRIMAC .....	3 336
HARVARD .....	27	974	METHUEN .....	10 317
HARWICH .....	1	055	MIDDLEBOROUGH .....	6 013
HATFIELD .....	27	532	MIDDLEFIELD .....	1 576
HAVERHILL .....	8	302	MIDDLETON .....	6 337
HAWLEY .....	27	475	MILFORD .....	5 915
HEATH .....	2	476	MILLBURY .....	4 916
HINGHAM .....	4	012	MILLIS .....	27 738
HINSDALE .....	2	133	MILLVILLE .....	1 947
HOLBROOK .....	11	735	MILTON .....	11 714
HOLDEN .....	3	940	MONROE .....	1 479
HOLLAND .....	1	494	MONSON .....	3 422
HOLLISTON .....	2	637	MONTAGUE .....	27 411
HOLYOKE .....	40	403	MONTEREY .....	27 175
HOPEDALE .....	2	941	MONTGOMERY .....	27 495
HOPKINTON .....	27	638	MOUNT WASHINGTON .....	27 176
HUBBARDSTON .....	1	942	<b>N</b>	
HUDSON .....	3	616	NAHANT .....	8 338
HULL .....	9	035	NANTUCKET .....	27 056
HUNTINGTON .....	2	533	NATICK .....	3 621
HYDE PARK - Boston (Zip Codes 02136, 02137) .....	20	818	NEEDHAM .....	2 715
<b>I</b>			NEW ASHFORD .....	1 177
IPSWICH .....	2	315	NEW BEDFORD .....	13 200
<b>J</b>			NEW BRAINTREE .....	27 975
JAMAICA PLAIN - Boston (Zip Code 02130) .....	19	817	NEWBURY .....	1 339
<b>K</b>			NEWBURYPORT .....	1 318
KINGSTON .....	4	036	NEW MARLBOROUGH .....	27 178
<b>L</b>			NEW SALEM .....	27 480
LAKEVILLE .....	5	037	NEWTON .....	6 605
LANCASTER .....	2	943	NORFOLK .....	1 739
LANESBOROUGH .....	1	134	NORTH ADAMS .....	2 112
LAWRENCE .....	44	303	NORTHAMPTON .....	3 512
LEE .....	27	135	NORTH ANDOVER .....	5 319
LEICESTER .....	7	944	NORTH ATTLEBORO .....	3 215
LENOX .....	27	136	NORTHBOROUGH .....	27 949
LEOMINSTER .....	5	914	NORTH BROOKFIELD .....	3 948
LEVERETT .....	1	477	NORTHBRIDGE .....	3 917
LEXINGTON .....	2	617	NORTH DORCHESTER - Boston (Zip Codes 02122, 02124, 02125, 02126) .....	21 819
LEYDEN .....	1	478		
City or Town	Rating Territory	Statistical Code		
LINCOLN .....	1	639		

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
PLYMOUTH ROCK ASSURANCE CORPORATION

City or Town	Rating Territory	Statistical Code		
NORTHFIELD .....	27	434	SHUTESBURY .....	2 482
NORTH READING .....	5	641	SOMERSET .....	6 238
NORTON .....	5	234	SOMERVILLE .....	12 606
NORWELL .....	3	041	SOUTHAMPTON .....	1 580
NORWOOD .....	7	716	SOUTHBOROUGH .....	27 952
<b>O</b>			SOUTH BOSTON - Boston (Zip Code 02127) .....	25 823
OAK BLUFFS .....	27	057	SOUTHBRIDGE .....	6 919
OAKHAM .....	1	976	SOUTH HADLEY .....	4 513
ORANGE .....	2	412	SOUTHWICK .....	4 444
ORLEANS .....	27	058	SPENCER .....	6 920
OTIS .....	27	179	SPRINGFIELD .....	42 400
OXFORD .....	5	950	STERLING .....	27 953
<b>P</b>			STOCKBRIDGE .....	1 138
PALMER .....	4	423	STONEHAM .....	8 623
PAXTON .....	5	977	STOUGHTON .....	12 718
PEABODY .....	10	320	STOW .....	27 644
PELHAM .....	27	577	STURBRIDGE .....	1 954
PEMBROKE .....	6	042	SUDBURY .....	27 645
PEPPERELL .....	27	642	SUNDERLAND .....	3 436
PERU .....	1	180	SUTTON .....	27 955
PETERSHAM .....	27	978	SWAMPSCOTT .....	9 322
PHILLIPSTON .....	1	979	SWANSEA .....	5 239
PITTSFIELD .....	4	102	<b>T</b>	
PLAINFIELD .....	27	578	TAUNTON .....	9 202
PLAINVILLE .....	4	740	TEMPLETON .....	27 956
PLYMOUTH .....	7	014	TEWKSBURY .....	5 646
PLYMPTON .....	6	071	TISBURY .....	27 061
PRINCETON .....	27	980	TOLLAND .....	1 496
PROVINCETOWN .....	27	059	TOPSFIELD .....	4 371
<b>Q</b>			TOWNSEND .....	27 647
QUINCY .....	12	703	TRURO .....	1 086
<b>R</b>			TYNGSBOROUGH .....	3 648
RANDOLPH .....	14	717	TYRINGHAM .....	27 184
RAYNHAM .....	6	235	<b>U</b>	
READING .....	3	622	UPTON .....	27 957
REHOBOTH .....	4	236	UXBRIDGE .....	27 921
REVERE .....	15	803	<b>W</b>	
RICHMOND .....	27	181	WAKEFIELD .....	6 624
ROCHESTER .....	3	043	WALES .....	2 497
ROCKLAND .....	9	015	WALPOLE .....	4 719
ROCKPORT .....	2	340	WALTHAM .....	7 607
ROSLINDALE - Boston (Zip Code 02131) .....	18	816	WARE .....	3 514
ROWE .....	27	481	WAREHAM .....	8 016
ROWLEY .....	3	341	WARREN .....	3 958
ROXBURY - Boston (Zip Codes 02119, 02120, 02121) .....	22	820	WARWICK .....	27 483
ROYALSTON .....	1	981	WASHINGTON .....	27 185
RUSSELL .....	3	443	WATERTOWN .....	7 608
RUTLAND .....	3	951	WAYLAND .....	2 649
<b>S</b>			WEBSTER .....	7 922
SALEM .....	12	304	WELLESLEY .....	1 720
SALISBURY .....	5	342	WELLFLEET .....	27 087
SANDSFIELD .....	27	182	WENDELL .....	27 484
SANDWICH .....	3	060	WENHAM .....	2 343
SAUGUS .....	12	321	WESTBOROUGH .....	2 923
SAVOY .....	27	183	WEST BOYLSTON .....	2 959
SCITUATE .....	6	044	WEST BRIDGEWATER .....	8 045
SEEKONK .....	4	237	WEST BROOKFIELD .....	27 960
SHARON .....	6	741	WESTFIELD .....	6 424
SHEFFIELD .....	27	137	WESTFORD .....	27 650
SHELBURNE .....	1	435	WESTHAMPTON .....	27 581
SHERBORN .....	1	674	WESTMINSTER .....	1 961
SHIRLEY .....	2	643	WEST NEWBURY .....	27 344
<b>SHREWSBURY</b> .....	<b>5</b>	<b>918</b>		

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
PLYMOUTH ROCK ASSURANCE CORPORATION

City or Town	Rating Territory	Statistical Code
WESTON .....	3	651
WESTPORT .....	5	240
WEST ROXBURY - Boston (Zip Code 02132)	17	815
WEST SPRINGFIELD .....	10	425
WEST STOCKBRIDGE .....	1	139
WEST TISBURY .....	27	088
WESTWOOD .....	4	742
WEYMOUTH .....	9	721
WHATELY .....	27	437
WHITMAN .....	8	017
WILBRAHAM .....	5	445
WILLIAMSBURG .....	27	534
WILLIAMSTOWN .....	27	140
WILMINGTON .....	4	652
WINCHENDON .....	3	924
WINCHESTER .....	3	625
WINDSOR .....	1	186
WINTHROP .....	13	810
WOBURN .....	7	626
WORCESTER .....	13	900
WORTHINGTON .....	1	582
WRENTHAM .....	2	743
<b>Y</b>		
YARMOUTH .....	4	062

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
 PLYMOUTH ROCK ASSURANCE CORPORATION  
**STATED AMOUNT COMPREHENSIVE RATES \$500 DEDUCTIBLE**

Symbol	1	2	3	4	5	6	7	8	10	11	12	13	14	15	16	17
<b>Territory</b>																
<b>1</b>	1.66	0.78	0.70	0.66	0.62	0.59	0.56	0.54	0.52	0.51	0.50	0.50	0.49	0.47	0.46	0.45
<b>2</b>	1.70	0.80	0.72	0.68	0.64	0.60	0.57	0.55	0.54	0.52	0.52	0.51	0.50	0.48	0.47	0.46
<b>3</b>	1.75	0.82	0.74	0.70	0.66	0.62	0.59	0.57	0.55	0.54	0.53	0.53	0.51	0.50	0.48	0.47
<b>4</b>	1.71	0.81	0.72	0.68	0.64	0.61	0.58	0.56	0.54	0.53	0.52	0.51	0.50	0.49	0.47	0.46
<b>5</b>	1.78	0.84	0.75	0.71	0.67	0.63	0.60	0.58	0.56	0.55	0.54	0.54	0.52	0.51	0.49	0.48
<b>6</b>	1.86	0.88	0.78	0.74	0.70	0.66	0.63	0.60	0.59	0.57	0.56	0.56	0.54	0.53	0.51	0.50
<b>7</b>	1.93	0.91	0.81	0.77	0.72	0.68	0.65	0.63	0.61	0.60	0.59	0.58	0.57	0.55	0.53	0.52
<b>8</b>	1.98	0.93	0.84	0.79	0.74	0.70	0.67	0.64	0.63	0.61	0.60	0.60	0.58	0.56	0.55	0.53
<b>9</b>	1.96	0.93	0.83	0.78	0.74	0.69	0.66	0.64	0.62	0.61	0.60	0.59	0.58	0.56	0.54	0.53
<b>10</b>	2.09	0.98	0.88	0.83	0.78	0.74	0.71	0.68	0.66	0.65	0.63	0.63	0.61	0.59	0.58	0.56
<b>11</b>	2.23	1.05	0.94	0.89	0.84	0.79	0.75	0.73	0.71	0.69	0.68	0.67	0.65	0.63	0.61	0.60
<b>12</b>	2.30	1.09	0.97	0.92	0.86	0.81	0.78	0.75	0.73	0.71	0.70	0.69	0.68	0.65	0.63	0.62
<b>13</b>	2.59	1.22	1.09	1.03	0.97	0.92	0.87	0.84	0.82	0.80	0.79	0.78	0.76	0.73	0.71	0.70
<b>14</b>	2.71	1.28	1.15	1.08	1.02	0.96	0.92	0.88	0.86	0.84	0.82	0.82	0.80	0.77	0.75	0.73
<b>15</b>	3.34	1.57	1.41	1.33	1.25	1.18	1.13	1.09	1.06	1.03	1.01	1.00	0.98	0.94	0.92	0.90
<b>16</b>	5.41	2.55	2.28	2.16	2.03	1.91	1.83	1.76	1.71	1.67	1.64	1.62	1.59	1.53	1.49	1.46
<b>17</b>	1.93	0.91	0.81	0.77	0.72	0.68	0.65	0.63	0.61	0.60	0.59	0.58	0.57	0.55	0.53	0.52
<b>18</b>	3.93	1.85	1.66	1.57	1.47	1.39	1.33	1.28	1.24	1.21	1.19	1.18	1.15	1.11	1.08	1.06
<b>19</b>	4.32	2.04	1.82	1.72	1.62	1.53	1.46	1.41	1.37	1.34	1.31	1.30	1.27	1.22	1.19	1.17
<b>20</b>	3.91	1.84	1.65	1.56	1.47	1.38	1.32	1.27	1.24	1.21	1.19	1.17	1.15	1.11	1.08	1.06
<b>21</b>	5.32	2.51	2.25	2.12	2.00	1.88	1.80	1.73	1.68	1.64	1.62	1.60	1.56	1.51	1.46	1.44
<b>22</b>	6.00	2.83	2.53	2.39	2.25	2.12	2.02	1.95	1.90	1.85	1.82	1.80	1.76	1.70	1.65	1.62
<b>23</b>	3.60	1.70	1.52	1.44	1.35	1.28	1.22	1.17	1.14	1.11	1.10	1.08	1.06	1.02	0.99	0.97
<b>24</b>	2.71	1.28	1.15	1.08	1.02	0.96	0.92	0.88	0.86	0.84	0.82	0.82	0.80	0.77	0.75	0.73
<b>25</b>	4.09	1.93	1.73	1.63	1.53	1.45	1.38	1.33	1.29	1.26	1.24	1.23	1.20	1.16	1.13	1.10
<b>26</b>	4.87	2.30	2.06	1.94	1.83	1.72	1.65	1.59	1.54	1.51	1.48	1.46	1.43	1.38	1.34	1.32
<b>27</b>	1.57	0.74	0.66	0.63	0.59	0.56	0.53	0.51	0.50	0.49	0.48	0.47	0.46	0.44	0.43	0.42
<b>40</b>	2.48	1.17	1.05	0.99	0.93	0.88	0.84	0.81	0.78	0.77	0.75	0.75	0.73	0.70	0.68	0.67
<b>41</b>	2.50	1.18	1.06	1.00	0.94	0.88	0.84	0.81	0.79	0.77	0.76	0.75	0.73	0.71	0.69	0.67
<b>42</b>	3.03	1.43	1.28	1.21	1.14	1.07	1.02	0.99	0.96	0.94	0.92	0.91	0.89	0.86	0.84	0.82
<b>43</b>	3.19	1.51	1.35	1.27	1.20	1.13	1.08	1.04	1.01	0.99	0.97	0.96	0.94	0.90	0.88	0.86
<b>44</b>	5.21	2.46	2.20	2.08	1.96	1.84	1.76	1.70	1.65	1.61	1.58	1.57	1.53	1.48	1.44	1.41
<b>45</b>	3.36	1.58	1.42	1.34	1.26	1.19	1.13	1.09	1.06	1.04	1.02	1.01	0.98	0.95	0.92	0.91

**STATED AMOUNT FIRE RATES \$500 DEDUCTIBLE**

<b>1-27, 40-45</b>	0.21	0.10	0.09	0.08	0.08	0.07	0.07	0.07	0.07	0.06	0.06	0.06	0.06	0.06	0.06	0.06
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**STATED AMOUNT THEFT RATES \$500 DEDUCTIBLE**

Symbol	1	2	3	4	5	6	7	8	10	11	12	13	14	15	16	17
<b>Territory</b>																
<b>1</b>	0.96	0.45	0.40	0.38	0.36	0.34	0.32	0.31	0.30	0.30	0.29	0.29	0.28	0.27	0.26	0.26
<b>2</b>	0.98	0.46	0.41	0.39	0.37	0.35	0.33	0.32	0.31	0.30	0.30	0.29	0.29	0.28	0.27	0.26
<b>3</b>	1.02	0.48	0.43	0.41	0.38	0.36	0.34	0.33	0.32	0.31	0.31	0.30	0.30	0.29	0.28	0.27
<b>4</b>	0.99	0.47	0.42	0.40	0.37	0.35	0.34	0.32	0.31	0.31	0.30	0.30	0.29	0.28	0.27	0.27
<b>5</b>	1.04	0.49	0.44	0.42	0.39	0.37	0.35	0.34	0.33	0.32	0.32	0.31	0.31	0.30	0.29	0.28
<b>6</b>	1.09	0.52	0.46	0.44	0.41	0.39	0.37	0.36	0.35	0.34	0.33	0.33	0.32	0.31	0.30	0.30
<b>7</b>	1.14	0.54	0.48	0.46	0.43	0.40	0.39	0.37	0.36	0.35	0.35	0.34	0.34	0.32	0.31	0.31
<b>8</b>	1.18	0.56	0.50	0.47	0.44	0.42	0.40	0.38	0.37	0.36	0.36	0.35	0.35	0.33	0.33	0.32
<b>9</b>	1.17	0.55	0.49	0.47	0.44	0.41	0.39	0.38	0.37	0.36	0.35	0.35	0.34	0.33	0.32	0.32
<b>10</b>	1.26	0.59	0.53	0.50	0.47	0.44	0.42	0.41	0.40	0.39	0.38	0.38	0.37	0.36	0.35	0.34
<b>11</b>	1.36	0.64	0.57	0.54	0.51	0.48	0.46	0.44	0.43	0.42	0.41	0.41	0.40	0.38	0.37	0.37
<b>12</b>	1.41	0.66	0.59	0.56	0.53	0.50	0.47	0.46	0.44	0.43	0.43	0.42	0.41	0.40	0.39	0.38
<b>13</b>	1.61	0.76	0.68	0.64	0.60	0.57	0.54	0.52	0.51	0.50	0.49	0.48	0.47	0.45	0.44	0.43
<b>14</b>	1.69	0.80	0.72	0.67	0.64	0.60	0.57	0.55	0.54	0.52	0.51	0.51	0.50	0.48	0.47	0.46
<b>15</b>	2.13	1.00	0.90	0.85	0.80	0.75	0.72	0.69	0.67	0.66	0.65	0.64	0.62	0.60	0.59	0.58
<b>16</b>	3.58	1.69	1.51	1.43	1.34	1.27	1.21	1.16	1.13	1.11	1.09	1.08	1.05	1.01	0.99	0.97
<b>17</b>	1.14	0.54	0.48	0.46	0.43	0.40	0.39	0.37	0.36	0.35	0.35	0.34	0.34	0.32	0.31	0.31
<b>18</b>	2.54	1.20	1.07	1.01	0.95	0.90	0.86	0.83	0.80	0.79	0.77	0.76	0.75	0.72	0.70	0.69
<b>19</b>	2.82	1.33	1.19	1.12	1.06	1.00	0.95	0.92	0.89	0.87	0.86	0.85	0.83	0.80	0.78	0.76
<b>20</b>	2.53	1.19	1.07	1.01	0.95	0.90	0.85	0.82	0.80	0.78	0.77	0.76	0.74	0.72	0.70	0.68
<b>21</b>	3.52	1.66	1.49	1.40	1.32	1.24	1.19	1.14	1.11	1.09	1.07	1.06	1.03	1.00	0.97	0.95
<b>22</b>	3.99	1.88	1.69	1.59	1.50	1.41	1.35	1.30	1.26	1.23	1.21	1.20	1.17	1.13	1.10	1.08
<b>23</b>	2.32	1.09	0.98	0.92	0.87	0.82	0.78	0.75	0.73	0.72	0.70	0.70	0.68	0.66	0.64	0.63
<b>24</b>	1.69	0.80	0.72	0.67	0.64	0.60	0.57	0.55	0.54	0.52	0.51	0.51	0.50	0.48	0.47	0.46

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<b>25</b>	2.65	1.25	1.12	1.06	1.00	0.94	0.90	0.86	0.84	0.82	0.81	0.80	0.78	0.75	0.73	0.72
<b>26</b>	3.20	1.51	1.35	1.28	1.20	1.13	1.08	1.04	1.01	0.99	0.97	0.96	0.94	0.91	0.88	0.87
<b>27</b>	0.89	0.42	0.38	0.36	0.34	0.32	0.30	0.29	0.28	0.28	0.27	0.27	0.26	0.25	0.25	0.24
<b>40</b>	1.53	0.72	0.65	0.61	0.57	0.54	0.52	0.50	0.48	0.47	0.47	0.46	0.45	0.43	0.42	0.41
<b>41</b>	1.54	0.73	0.65	0.62	0.58	0.55	0.52	0.50	0.49	0.48	0.47	0.46	0.45	0.44	0.42	0.42
<b>42</b>	1.92	0.90	0.81	0.76	0.72	0.68	0.65	0.62	0.61	0.59	0.58	0.58	0.56	0.54	0.53	0.52
<b>43</b>	2.03	0.96	0.86	0.81	0.76	0.72	0.69	0.66	0.64	0.63	0.62	0.61	0.60	0.57	0.56	0.55
<b>44</b>	3.44	1.62	1.45	1.37	1.29	1.22	1.16	1.12	1.09	1.06	1.05	1.03	1.01	0.97	0.95	0.93
<b>45</b>	2.14	1.01	0.91	0.85	0.80	0.76	0.72	0.70	0.68	0.66	0.65	0.64	0.63	0.61	0.59	0.58

Stated Amount C.A.C. with M.M.& V. \$500 Deductible 15% of the Stated Amount Comprehensive Rate

Additional Charges to Reduce Deductible from \$500 - Same as Actual Cash Value Charges  
For Higher Deductibles, Refer to Rule 16

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**Stated Amount Rating**

**B. Collision and Limited Collision Rating Procedures**

1. Determine the Actual Cash Value premium for the latest model year shown in the Rate pages for the vehicle symbol developed from Rule 22 for the appropriate territory, class and deductible. Divide the Actual Cash Value premium by the Stated Amount Divisor shown below. Round the result to the nearest cent. For Symbol 18 and above, use the Symbol 17 Actual Cash Value premium and divisor.
2. Apply the above rate to each \$100 of insured value to determine the stated amount premium.

<b>STATED AMOUNT DIVISORS</b>			
<b>Symbol</b>		<b>Symbol</b>	
1	32.50	10	156.25
2	72.50	11	168.75
3	85.00	12	181.25
4	95.00	13	193.75
5	106.25	14	210.00
6	118.75	15	230.00
7	131.25	16	250.00
8	143.75	17	270.00

**NOTE:** The cost of the Waiver of Deductible is the same as that shown on the Actual Cash Value Rate pages.

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MOTORCYCLE RATES

**Part 1 - Bodily Injury**

**Part 2 - PIP**

Territory	Experienced Operators			
	Group A	Group B	Group C	Group D
1	\$10	\$10	\$18	\$15
2	\$9	\$9	\$16	\$14
3	\$10	\$10	\$18	\$15
4	\$14	\$13	\$24	\$21
5	\$13	\$12	\$22	\$19
6	\$15	\$15	\$26	\$22
7	\$15	\$14	\$25	\$21
8	\$14	\$14	\$24	\$21
9	\$15	\$15	\$26	\$23
10	\$21	\$20	\$35	\$30
11	\$20	\$19	\$34	\$29
12	\$22	\$20	\$37	\$31
13	\$23	\$22	\$40	\$34
14	\$25	\$23	\$42	\$36
15	\$41	\$39	\$70	\$60
16	\$47	\$45	\$80	\$69
17	\$42	\$40	\$72	\$62
18	\$42	\$40	\$72	\$62
19	\$42	\$40	\$72	\$62
20	\$42	\$40	\$72	\$62
21	\$42	\$40	\$72	\$62
22	\$42	\$40	\$72	\$62
23	\$42	\$40	\$72	\$62
24	\$42	\$40	\$72	\$62
25	\$42	\$40	\$72	\$62
26	\$42	\$40	\$72	\$62
27	\$8	\$8	\$13	\$12
40	\$22	\$21	\$38	\$33
41	\$25	\$23	\$42	\$36
42	\$41	\$39	\$70	\$60
43	\$42	\$40	\$71	\$61
44	\$47	\$44	\$79	\$68
45	\$41	\$39	\$70	\$60

Territory	Experienced Operators			
	Group A	Group B	Group C	Group D
1	\$1	\$1	\$2	\$1
2	\$1	\$1	\$1	\$1
3	\$1	\$1	\$2	\$1
4	\$1	\$1	\$2	\$2
5	\$1	\$1	\$2	\$2
6	\$1	\$1	\$2	\$2
7	\$1	\$1	\$2	\$2
8	\$1	\$1	\$2	\$2
9	\$1	\$1	\$2	\$2
10	\$2	\$2	\$3	\$3
11	\$2	\$2	\$3	\$2
12	\$2	\$2	\$3	\$3
13	\$2	\$2	\$3	\$3
14	\$2	\$2	\$4	\$3
15	\$4	\$3	\$6	\$5
16	\$4	\$4	\$7	\$6
17	\$4	\$3	\$6	\$5
18	\$4	\$3	\$6	\$5
19	\$4	\$3	\$6	\$5
20	\$4	\$3	\$6	\$5
21	\$4	\$3	\$6	\$5
22	\$4	\$3	\$6	\$5
23	\$4	\$3	\$6	\$5
24	\$4	\$3	\$6	\$5
25	\$4	\$3	\$6	\$5
26	\$4	\$3	\$6	\$5
27	\$1	\$1	\$1	\$1
40	\$2	\$2	\$3	\$3
41	\$2	\$2	\$4	\$3
42	\$4	\$3	\$6	\$5
43	\$4	\$3	\$6	\$5
44	\$4	\$4	\$7	\$6
45	\$3	\$3	\$6	\$5

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Group definitions are as follows:

Group	Vehicle size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

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MOTORCYCLE RATES

**Part 5 - Optional BI**

**Rates at Basic limits**

Territory	Experienced Operators				Territory	Experienced Operators			
	With Guest					Without Guest			
	Group A	Group B	Group C	Group D		Group A	Group B	Group C	Group D
1	\$13	\$12	\$20	\$17	1	\$2	\$3	\$4	\$5
2	\$12	\$11	\$18	\$15	2	\$2	\$3	\$4	\$5
3	\$13	\$12	\$20	\$16	3	\$2	\$3	\$4	\$5
4	\$17	\$15	\$27	\$22	4	\$3	\$4	\$6	\$7
5	\$16	\$14	\$25	\$20	5	\$3	\$4	\$5	\$7
6	\$18	\$16	\$29	\$23	6	\$3	\$5	\$6	\$8
7	\$17	\$15	\$27	\$22	7	\$3	\$5	\$6	\$8
8	\$17	\$15	\$27	\$22	8	\$3	\$4	\$6	\$7
9	\$18	\$16	\$29	\$23	9	\$3	\$5	\$6	\$8
10	\$24	\$21	\$38	\$31	10	\$4	\$7	\$9	\$11
11	\$23	\$20	\$37	\$30	11	\$4	\$6	\$8	\$10
12	\$24	\$22	\$39	\$32	12	\$5	\$7	\$9	\$11
13	\$26	\$23	\$42	\$34	13	\$5	\$7	\$10	\$12
14	\$28	\$25	\$42	\$36	14	\$5	\$8	\$10	\$13
15	\$31	\$31	\$42	\$42	15	\$9	\$13	\$17	\$22
16	\$31	\$31	\$42	\$42	16	\$10	\$15	\$20	\$25
17	\$31	\$31	\$42	\$42	17	\$9	\$13	\$18	\$22
18	\$31	\$31	\$42	\$42	18	\$9	\$13	\$18	\$22
19	\$31	\$31	\$42	\$42	19	\$9	\$13	\$18	\$22
20	\$31	\$31	\$42	\$42	20	\$9	\$13	\$18	\$22
21	\$31	\$31	\$42	\$42	21	\$9	\$13	\$18	\$22
22	\$31	\$31	\$42	\$42	22	\$9	\$13	\$18	\$22
23	\$31	\$31	\$42	\$42	23	\$9	\$13	\$18	\$22
24	\$31	\$31	\$42	\$42	24	\$9	\$13	\$18	\$22
25	\$31	\$31	\$42	\$42	25	\$9	\$13	\$18	\$22
26	\$31	\$31	\$42	\$42	26	\$9	\$13	\$18	\$22
27	\$10	\$9	\$16	\$13	27	\$2	\$2	\$3	\$4
40	\$25	\$23	\$41	\$33	40	\$5	\$7	\$9	\$12
41	\$28	\$25	\$42	\$36	41	\$5	\$8	\$10	\$13
42	\$31	\$31	\$42	\$42	42	\$9	\$13	\$17	\$22
43	\$31	\$31	\$42	\$42	43	\$9	\$13	\$18	\$22
44	\$31	\$31	\$42	\$42	44	\$10	\$15	\$20	\$24
45	\$31	\$31	\$42	\$42	45	\$9	\$13	\$17	\$21

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Group definitions are as follows:

Group	Vehicle size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

**Rates at Increased limits**

The implicit surcharge exclusion factor for part 5 increased limits for motorcycles is 1.056



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MOTORCYCLE RATES

**Part 4 - Property Damage**

**Rates at Basic limits**

Territory	Experienced Operators			
	Group A	Group B	Group C	Group D
1	\$9	\$9	\$16	\$14
2	\$10	\$9	\$16	\$14
3	\$11	\$11	\$19	\$17
4	\$12	\$11	\$20	\$17
5	\$12	\$11	\$20	\$18
6	\$13	\$12	\$22	\$19
7	\$13	\$12	\$22	\$19
8	\$13	\$12	\$22	\$19
9	\$16	\$15	\$27	\$23
10	\$15	\$14	\$26	\$22
11	\$16	\$15	\$27	\$23
12	\$21	\$20	\$36	\$31
13	\$19	\$18	\$32	\$27
14	\$20	\$19	\$35	\$30
15	\$22	\$21	\$38	\$32
16	\$23	\$22	\$39	\$33
17	\$30	\$29	\$52	\$44
18	\$30	\$29	\$52	\$44
19	\$30	\$29	\$52	\$44
20	\$30	\$29	\$52	\$44
21	\$30	\$29	\$52	\$44
22	\$30	\$29	\$52	\$44
23	\$30	\$29	\$52	\$44
24	\$30	\$29	\$52	\$44
25	\$30	\$29	\$52	\$44
26	\$30	\$29	\$52	\$44
27	\$9	\$9	\$16	\$14
40	\$16	\$15	\$27	\$23
41	\$23	\$22	\$39	\$34
42	\$23	\$22	\$39	\$33
43	\$24	\$23	\$41	\$35
44	\$23	\$22	\$39	\$33
45	\$23	\$22	\$40	\$34

**Part 6 - Medical Payments**

**Rates by limit**

All Territories	
Limit per person	All Groups
\$500	\$55
\$750	\$62
\$1,000	\$68
\$2,000	\$92
\$5,000	\$149
\$10,000	\$241
\$15,000	\$296
\$20,000	\$339
\$25,000	\$360
\$50,000	\$378

**Part 3 - Uninsured Motorists**

**Rates by limit**

All Territories	
Limit	All Groups
20/40	\$19
20/50	\$20
25/50	\$20
35/80	\$23
50/100	\$25
100/300	\$29
250/500	\$36
500/500	\$45
500/1000	\$54

**Part 12 - Underinsured Motorists**

**Rates by limit**

All Territories	
Limit	All Groups
20/40	\$0
20/50	\$1
25/50	\$7
35/80	\$21
50/100	\$41
100/300	\$93
250/500	\$255
500/500	\$466
500/1000	\$677

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Group definitions are as follows:

Group	Vehicle Size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

Notes: (1) Rates for Parts 3, 6, and 12 are the same for experienced and inexperienced operators.

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MOTORCYCLE RATES

**Part 7 - Collision**  
**Rates at \$500 deductible**

**Part 7 - Collision**  
**Other deductibles**

Territory	Rate per \$100 of value*
	Experienced
	Operators
	All Groups
1	\$2.12
2	\$2.01
3	\$2.39
4	\$2.63
5	\$2.74
6	\$2.76
7	\$2.94
8	\$3.36
9	\$3.06
10	\$3.58
11	\$3.16
12	\$4.12
13	\$4.29
14	\$5.98
15	\$6.98
16	\$7.67
17	\$7.17
18	\$7.17
19	\$7.17
20	\$7.17
21	\$7.17
22	\$7.17
23	\$7.17
24	\$7.17
25	\$7.17
26	\$7.17
27	\$1.80
40	\$4.55
41	\$4.54
42	\$6.19
43	\$6.99
44	\$6.43
45	\$6.85

All Territories	
Deductible	All Groups
\$300	\$500 deductible premium + \$52
\$1,000	66.9% of \$500 deductible premium
\$2,000	53.2% of \$500 deductible premium

**Part 7 - Collision**  
**Waiver of Deductible Charges**

All Territories	
Deductible	All Groups
\$300	\$11
\$500	\$15
\$1,000	\$18
\$2,000	\$27

**Part 8 - Limited Collision**

\$500 deductible base premium (Part 8) =  
(6.0%) x [\$500 deductible Collision base premium (Part 7)]

Deductible	All Groups
\$0	\$500 deductible premium (Part 8) + \$8
\$300	\$500 deductible premium (Part 8) + \$5
\$1,000	58.6% of \$500 deductible premium (Part 8)
\$2,000	38.9% of \$500 deductible premium (Part 8)

Determine motorcycle Collision rates by the following procedure:

- (a) Determine the motorcycle's insured value\* in hundreds of dollars.
- (b) Multiply the value determined in (a) by the rate per \$100 for its territory.

\* Value means Average Retail Value as expressed in the current version of an industry-accepted reference for motorcycle values. If the reference consulted does not contain an Average Retail Value for a specific motorcycle, the company may use a value provided by the reference for a similar motorcycle or apply a 4% annual appreciation or depreciation factor to the same model motorcycle but different model year that is available or use a value provided by the agent or insured to calculate the correct rate;

a minimum value of \$1,800 applies to vehicle sizes 651 c.c. and over.

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.

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- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Rates are per \$100 of insured value.

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MOTORCYCLE RATES

**Part 9 - Comprehensive  
Rates at \$500 deductible**

Territory	Rate per \$100 of value*
	All Groups
1	\$0.91
2	\$0.89
3	\$0.93
4	\$1.00
5	\$1.02
6	\$1.21
7	\$1.45
8	\$1.85
9	\$1.62
10	\$2.05
11	\$1.98
12	\$2.50
13	\$2.32
14	\$3.16
15	\$3.77
16	\$5.68
17	\$5.86
18	\$5.86
19	\$5.86
20	\$5.86
21	\$5.86
22	\$5.86
23	\$5.86
24	\$5.86
25	\$5.86
26	\$5.86
27	\$0.81
40	\$2.34
41	\$2.49
42	\$3.47
43	\$3.58
44	\$5.66
45	\$3.61

**Part 9 - Comprehensive  
Other deductibles**

Deductible	All Territories
	All Groups
\$300	\$500 deductible premium + \$4
\$1,000	77.7% of \$500 deductible premium
\$2,000	70.3% of \$500 deductible premium

<b>Fire</b>	Charge 5% of the motorcycle Comprehensive premium
<b>Theft</b>	Charge 90% of the motorcycle Comprehensive premium

Determine motorcycle Comprehensive rates by the following procedure:

- (a) Determine the motorcycle's insured value\* in hundreds of dollars.
- (b) Multiply the value determined in (a) by the rate per \$100 for its territory.

\* Value means Average Retail Value as expressed in the current version of an industry-accepted reference for motorcycle values. If the reference consulted does not contain an Average Retail Value for a specific motorcycle, the company may use a value provided by the reference for a similar motorcycle or apply a 4% annual appreciation or depreciation factor to the same model motorcycle but different model year that is available or use a value provided by the agent or insured to calculate the correct rate;

a minimum value of \$1,800 applies to vehicle sizes 651 c.c. and over.

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for Part 9 are the same for experienced and inexperienced operators.
- (3) Rates are per \$100 of insured value.

**Approved Motorcycle Training Sites**

A list of approved motorcycle training sites can be found at:

<http://www.mass.gov/rmv/motorcycle/index.htm>

Those who participate in motorcycle rider education courses in any other location are also eligible for the 10% reduction, given the course is approved by the Motorcycle Safety Foundation. If courses are taken out of state, they must be Motorcycle Safety Foundation certified and adhere to Governor's Highway Safety Bureau rules and regulations on file at the Secretary of State's office.

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**Increased Limit Factors**

<u>Limit</u>	<u>Part 3 Factor</u>	<u>Part 5 Factor</u>	<u>Part 12 Factor</u>	<u>Limit</u>	<u>Part 4 Factor</u>	<u>Limit</u>	<u>Part 6 Factor</u>
20/40	1.000	1.000	0.000	5	1.000	\$ 5,000	1.00
20/50	1.042	1.010	0.046	10	1.204	\$ 10,000	1.30
25/50	1.155	1.050	0.226	15	1.220	\$ 15,000	1.70
25/60	1.179	1.060	0.250	20	1.232	\$ 20,000	1.80
30/60	1.250	1.110	0.571	25	1.242	\$ 25,000	2.00
30/70	1.252	1.120	0.583	30	1.249		
35/50	1.276	1.150	0.798	35	1.254		
35/80	1.283	1.160	0.857	40	1.258		
40/70	1.310	1.200	1.079	45	1.262		
50/100	1.344	1.270	1.512	50	1.265		
100/100	1.429	1.480	3.214	75	1.274		
100/200	1.500	1.490	3.286	80	1.275		
100/300	1.541	1.500	3.357	100	1.280		
150/300	1.705	1.690	5.929	150	1.292		
200/200	1.821	1.810	7.643	200	1.303		
200/400	1.837	1.830	7.857	250	1.309		
250/250	1.914	1.920	9.143	300	1.314		
250/500	1.943	1.940	9.357	400	1.323		
300/300	2.116	2.150	12.643	500	1.329		
300/500	2.143	2.180	13.214				
500/500	2.750	2.860	24.143				

**Miscellaneous Rating Factors**

**DEDUCTIBLES (RULE 16)**

Deductibles:	<u>\$1,000*</u>	<u>\$2,000*</u>	\$100** <u>Glass</u>
Collision:	.63	.48	Not Applicable
Limited Collision:	.54	.32	Not Applicable
Comprehensive:	.75	.67	.84
Including Fire, Theft and Combined Additional Coverages			
*Charges based on \$500 Deductible Premium		\$300 Deductible - \$10	
**Applies to otherwise determined premium		\$500 Deductible - \$13	
Collision Waiver of Deductible Charges:		\$1,000 Deductible - \$16	
		\$2,000 Deductible - \$25	

**SUBSTITUTE TRANSPORTATION (RULE 17)**

	<u>\$15/Day, \$450 Maximum</u>	<u>\$30/Day, \$900 Maximum</u>	<u>\$45/Day, \$1,350 Maximum</u>	<u>\$100/Day, \$3,000 Maximum</u>
Private Passenger:	\$12	\$63	\$146	\$300
Motorcycle:	\$45	\$90	\$167	\$346

**DISCOUNTS (RULE 19)**

Advanced Driver Training: 5% classes 17, 18, 20, 21, 25, 26. Applied to Parts 1, 2, 4 and 7.  
 Good Student: 10% classes 20, 21, 25, 26; 15% classes 17, 18. Applied to Parts 1,2 and 4 – 9.  
 Student Away at School: 15% classes 20, 21, 25, 26; 10% class 17; 5% class 18. Applied to Parts 1,2 and 4 – 9.  
 Passive Restraint Discount: **Applies only to** 25% Parts 2, 3, 6 and 12

**Motor Homes and Antique Autos**

Companion Discount:	6% for Bunker Hill Insurance Company or Mount Washington Assurance Corporation Companion Policies Parts 1-9, and 12 4% all other eligible Companion Policies Parts 1-9, and 12
Agency Transfer Discount:	2% in the first term the policy is with Plymouth Rock, 1% in the second term Parts 1-9, and 12
Advanced Issue Discount:	5% in the first term the policy is with Plymouth Rock, 3% in the second term , 1% in the third term Parts 1-9, and 12

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**Miscellaneous Rating Factors**

<b>FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE (RULE 21)</b>							
	<u>Actual Cash Value</u>						
Fire	10% of Comprehensive Premium						
Fire & Theft	70% of Comprehensive Premium						
Fire, Theft & C.A.C.	85% of Comprehensive Premium						
<b>PERSONAL INJURY PROTECTION – DEDUCTIBLE (RULE 30)</b>							
DEDUCTIBLE:	\$100	\$250	\$500	\$1,000	\$2,000	\$4,000	\$8,000
Policyholder - Alone:	2%	4%	8%	14%	26%	37%	45%
Policyholder and Household Members:	2%	5%	10%	19%	35%	48%	59%
<b>OPTIONAL REPLACEMENT COST COVERAGE (RULE 35 PART B)</b>							
Parts 7, 8 and 9 rating factor:	1.10						
<b>TOWING AND LABOR (RULE 33)</b>							
Private Passenger and Motorcycle:	\$50 per Disablement \$8			\$100 per Disablement \$16			
<b>EXCESS ELECTRONIC EQUIPMENT COVERAGE (RULE 46)</b>							
Apply a rate of \$4 to each \$100 of valuation.							
<b>CUSTOMIZING EQUIPMENT - STATED AMOUNT COVERAGE (RULE 47)</b>							
Refer to Rule 47							
<b>ACCIDENT FORGIVENESS (RULE 37)</b>							
Parts 1-9 and 12 rating factor:	1.015						
<b>PREMIUM PACKAGE ENDORSEMENT</b>							
Policy Level Premium	Fewer than 2 Vehicles with Part 7 or 8 Coverage \$35			2 or more Vehicles with Part 7 or 8 Coverage \$70			

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**Miscellaneous Motor Vehicles**

	<b>LIABILITY</b>	<b>PHYSICAL DAMAGE</b>
<b>Pick-Up (Rule 32)</b>	Manual Rates	Part 7 - 60%* Part 8 - Manual Rate Part 9 - 90%
<b>Trailers (Rule 34)</b>	No Charge	Parts 7, 8 and 9 50% Latest Model Year shown in Rate Pages, Territory 1, Class 10 Symbol based on Cost New
<b>Motor Homes (Rule 39)</b>	Manual Rates	Parts 7 and 8 - 50% Part 9 - Manual Rate
<b>Antique Motor Cars (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Class 10 Parts 3, 6 and 12 Manual Rates	Parts 7, 8 and 9 50% Latest Model Year shown in Rate Pages, Territory 1, Class 10 Symbol based on appraised value
<b>Antique Motorcycles (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Motorcycle Rates Parts 3, 6 and 12 Manual Rates	Part 7, 8 and 9 50% of Territory 1 Motorcycle Rates
<b>Golfmobiles and Lawnmowers (Motorized) (Rule 42)</b>	50% of Class 10	Parts 7, 8 and 9 50% of Class 10
*Reduction not applicable to Waiver of Deductible premium Rates for Rules 34, 39, 40, and 42 are 2007 AIB Manual Rates		

<b>Snowmobiles (Rule 43)</b>		
<u>Liability</u>	<u>Annual Premiums</u>	
B.I. (excluding passenger hazard) - \$20,000/40,000	\$ 36	
B.I. (including passenger hazard) - \$20,000/40,000	\$106	
Uninsured Motorists - \$20,000/40,000	\$ 7	
Property Damage - \$5,000	\$ 10	
Medical Payments - \$500 per person (no other limits)	\$ 10	
<u>Physical Damage</u>	<u>Deductible</u>	<u>Rate per 100</u>
Comprehensive	\$100	\$2.00
	200	1.60
Collision	\$200	\$1.75
	300	1.60
Annual premiums are minimum premiums		

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Motorcycle Rider Training Program Discount - 10% Parts 1-8 and 12
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SECTION I - GENERAL RULES

**RULE 1. MASSACHUSETTS AUTOMOBILE INSURANCE POLICY - ELIGIBILITY**

All individually owned vehicles registered under the Massachusetts Compulsory Motor Vehicle Law and rated in accordance with this Manual may be written on the Massachusetts Automobile Insurance Policy.

**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. Motorcycle limits are available from \$500 to \$50,000. 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. The appropriate 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 the Miscellaneous Rating factors page 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. The rate for \$50 per disablement is \$8 and the rate for \$100 is \$16. It is available only for private passenger motor vehicles as defined in Rule 27, and motorcycles.

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

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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 & Combined Additional Coverages 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 3. MANDATORY OFFER OF COVERAGE**

Massachusetts law requires the company that provides Compulsory Insurance Coverages to make a mandatory offer to issue to any person so insured additional coverages consisting of:

1. Limits up to \$35,000 each person and \$80,000 each accident for Parts 3, 5 and 12.
2. \$5,000 each person for Part 6.
3. Parts 7, 8 and 9, subject to a basic deductible of \$500.
4. Part 10 - Substitute Transportation.
5. Fire, Theft and Combined Additional Coverages subject to a basic deductible of \$500.

**RULE 4. STANDARD PROCEDURES**

**A. Renewals**

1. The company must mail the Coverage Selections Page not less than thirty days prior to policy expiration.
2. The Company may elect to secure payment of a deposit premium.
3. Failure to pay the deposit premium may result in cancellation of the policy. The specific reason for cancellation is non-payment of any required premium.

The Cancellation Notice must also contain the following statement:

“This cancellation will not take effect if the full amount due shown above (including, without limitation, any applicable late payment charges or financing fees) is paid on or prior to the effective date of cancellation.”

**B. Non-Renewal**

1. No company shall refuse to renew a policy unless written notice is given by the company to the insured, or the producer or broker producing the business, at least forty-five days prior to the expiration of the policy. The notice shall be on a standard form prescribed by the Commissioner of Insurance.
  - a. A notice required to be sent by the company to the insured may be by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. Unless another company has replaced the insurance, the notice should be electronically transmitted to the Registry of Motor Vehicles not earlier than the policy expiration date. If the insurance and registration are coterminous, it will not be necessary to notify the Registry of Motor Vehicles.
  - b. If the notice is required to be sent by the company to the producer or broker producing the business, such producer or broker shall, within fifteen days of receiving such notice, send a copy to the insured by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service. The producer or broker must notify the company not later than the policy expiration date if the insurance is not replaced so that the company may, in turn, electronically transmit the notice to the Registry of Motor Vehicles. Notice to the company is not required if the insurance and registration are coterminous.

**C. New Business**

The producer is required to obtain from the applicant for insurance a new business application in all cases except when the producer is transferring a book of business from one company to another and the acquiring company waives this requirement.

If the Coverage is being replaced midterm, the producer must verify that there is no automobile insurance premium owed to the former company or producer.

The producer of record must provide information necessary for the company to transmit data to the Registry of Motor Vehicles for each vehicle insured.

In addition to reporting the necessary information to the company, the producer shall prepare an RMV-3 form, accompanied by the appropriate fee, for processing by the Registry of Motor Vehicles, if an insured requests a corrected registration certificate.

At the same time this transfer information is released to the company, if the business is being transferred from a former producer or former carrier, the producer must issue to the former producer of record, if known, or if not known, to the former carrier, a notice that complies with the requirements of Massachusetts Division of Insurance Bulletin 2008-10. The notice must be signed by the producer of record and certified by affixing the company stamp. This transfer notice is not required when a producer transfers a block of business to the company from a single carrier. In such situations the producer should refer to the former carrier for specific procedures.

**D. Transfer of Business from the Company to another Carrier**

Upon receipt of a notice of transfer of business from the company to another insurer, which notice complies with the requirements of Massachusetts Division of Insurance Bulletin 2008-10, the company shall:

- a. discontinue coverage as of the date shown on the transfer notice;
- b. compute the return premium, if any, as of the date shown on the transfer notice; and
- c. notify the former producer, if any, of the transfer of coverage.

No notice of cancellation is required.

**E. Cancellation (Other Than Transfer of Insurer)**

1. Notice of cancellation must be given in a timely manner as required by Massachusetts law on a form approved by the Commissioner and shall include the specific reason(s) for cancellation.
2. The company must electronically notify the Registry of Motor Vehicles immediately upon the intended effective date of cancellation. Refer to Rule 18.

**RULE 5. RESIDENCE AND LOCATION**

The proper rate schedules and rules are those effective in the city or town where the automobile is principally garaged. Motor vehicles used by salespeople or solicitors, or those with similar duties, requiring the operation of the motor vehicle in more than one rating territory in Massachusetts, shall be assigned to the territory determined by the place of principal garaging, or, if there is no specific city or town of principal garaging, then, by the residential address of the operator, or, if the residential address of the operator cannot be determined, then, by the Massachusetts business address of the operator. No adjustment of the premium shall be made by reason of a change in the place of principal garaging during the policy period unless such change is permanent.

Massachusetts registration is required of non-residents in accordance with reciprocal agreements with the various states as determined by the Registrar of Motor Vehicles.

Any motor vehicle owned by a NON-RESIDENT of Massachusetts for which Massachusetts registration is required, regularly garaged INSIDE the Commonwealth, shall be charged the rate for the territory in which the motor vehicle is principally garaged by such NON-RESIDENT during the period of Massachusetts registration.

**RULE 6. OUT -OF-STATE GARAGING**

Any motor vehicle, whether owned by a resident or non-resident of Massachusetts for which Massachusetts registration is required, regularly garaged outside of Massachusetts shall be written at limits of liability at least equal to the financial responsibility limits of the state of principal garaging, and shall be charged the rates for vehicles garaged in Territory 9.

**RULE 7. POLICY PERIOD**

- A. The insured shall have the option to purchase and the insurer shall not refuse to issue an annual motor vehicle policy or bond providing compulsory coverages containing any expiration date as the insured may elect. Insurers may offer such policies or bonds for a period of more than one year but not more than two years or may issue an extension of any existing policy or bond.
- B. [Policies insuring individually owned motorcycles, trailers and other recreational-type vehicles shall, at the option of the insured, be issued for a period of less than one year with policy expiration to be coterminous with the registration. Endorsement M-0103-S, titled Non-Renewal of Policy (Motorcycles, Recreational Vehicles & Trailers), must be issued with the policy.

“Recreational-type vehicle” means a land motor vehicle subject to a motor vehicle registration which expires November 30, or December 31, and is principally used for vacation travel or leisure-time activity. Registration for motorcycles expires December 31. Registration for all other recreational vehicles expires November 30.

The premium for such policies shall be determined by applying the appropriate percentage to the annual rate based on policy inception date as shown in the table below.

If a short term policy is cancelled at the request of the insured later than thirty days from the effective date or later than thirty days from the receipt of the policy, whichever is later, the return premium shall be calculated on a short rate basis using the appropriate short rate table applicable to short term policies found in Rule 18.

Percentages for Short Term Policies				
		Date Interval*		Percent of
	All Other		Motorcycle	Annual Rates
Dec.	1-31	Jan.	1-31	100
Jan.	1-31	Feb.	1-28	98
Feb.	1-28	Mar.	1-31	94
Mar.	1-31	Apr.	1-30	90
Apr.	1-30	May	1-31	88
May	1-31	Jun.	1-30	86
Jun.	1-30	Jul.	1-31	80
Jul.	1-15	Aug.	1-15	75
Jul.	16-31	Aug.	16-31	68
Aug.	1-15	Sep.	1-15	60
Aug.	16-31	Sep.	16-30	53
Sep.	1-15	Oct.	1-15	45
Sep.	16-30	Oct.	16-31	38
Oct.	1-15	Nov.	1-15	30
Oct.	16-31	Nov.	16-30	27
Nov.	1-15	Dec.	1-15	20
Nov.	16-30	Dec.	16-31	14

\*All dates inclusive

**RULE 8. CHANGES**

- A. All changes requiring adjustments of premium shall be computed pro rata based on the rates in effect on the policy inception date.
- B. **Minimum Premiums**
1. If an outstanding policy is amended and results in a premium increase of less than \$10, such increase will be waived by the company.
  2. If a return premium of less than \$10 results because a coverage is cancelled, or limits of liability are reduced, or a deductible is increased, no refund will be made except at the request of the insured, in which case the actual return premium shall be allowed.

**RULE 9. MOTOR VEHICLE REGISTRATION CERTIFICATES**

The specific insurance certification requirements under the Massachusetts Compulsory Motor Vehicle Insurance Law are included in Section 1A of Chapter 90, G.L. Motor vehicles not subject to the Compulsory Law do not require insurance certification.

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Every insurance carrier issuing a motor vehicle liability insurance policy covering a motor vehicle or trailer subject to the Compulsory Law must issue the prescribed Motor Vehicle Registration Certificate indicating a policy or binder has been issued covering such motor vehicle or trailer. No form or Certificate shall be used other than that which is a part of the Massachusetts motor vehicle application for registration.

Certificates shall be executed in the name of the insurance carrier only by individuals authorized to sign in the prescribed Authorization To Sign Motor Vehicle Registration Certificates form filed with the Commissioner of Insurance.

Section 34 B of Chapter 90, G.L. provides penalties for unlawful use of the Motor Vehicle Registration Certificate.

**RULE 10. CERTIFIED RISKS - FINANCIAL RESPONSIBILITY LAWS**

**A. Application**

If a certificate of insurance is necessary to comply with the requirements of a financial responsibility Law of any state or province of Canada, the insurance company must issue evidence of financial responsibility upon request of the insured for an additional premium.

In the event that evidence of financial responsibility is required as the result of a motor vehicle violation, a policy affording Damage To Someone Else's Property (Part 4) and Optional Bodily Injury To Others (Part 5) shall be construed to have the necessary limits of liability of the state or province.

In the event that a certificate of insurance for the future is required as the result of a conviction of a motor vehicle violation, the policy limits shall be increased to afford limits of liability not less than that required by the financial responsibility laws of the state or province requesting certification and premium shall be increased accordingly.

The filing of a financial responsibility certificate of insurance as the result of a conviction of a motor vehicle violation requires the following premium adjustments to be added to the otherwise applicable premiums as follows:

**1. Owners**

- a. If an owner is required to file evidence of financial responsibility for owned automobiles and for the operation of automobiles which he does not own, the additional premium shall be computed by multiplying the applicable percentage in Section B by the sum of the total of Parts 1, 2, 4 and 5 premium for the highest rated automobile owned by the insured and the total non-ownership liability premium, modified in accordance with any applicable rating plan.
- b. In all other cases, the additional premium shall be computed by multiplying the applicable percentage in Section B by the total premium for Parts 1, 2, 4 and 5 for the highest rated automobile owned by the insured, modified in accordance with any applicable rating plan.

**2. Non-Owners**

- a. If the policy is written to insure a Named Operator or Named Non-Owner, the additional premium shall be computed by multiplying the applicable percentage in Section B by the total bodily injury and property damage premium for the policy.
- b. If coverage is provided under a policy which has been extended to cover a named individual in accordance with the Use of Other Automobiles Rule (Rule 50), the additional premium shall be computed by multiplying the applicable percentage by the (1) bodily injury premium for the highest rated automobile insured under the policy for the rating territory in which the named individual is located, or (2) if there is no automobile at such location, the rates for a Class 30 private passenger automobile for the territory in which the named individual is located.

**B. Additional Premium Percentages**

1. The otherwise applicable premium will be increased by 50% if the certificate is required for a conviction listed below. This increase is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, the otherwise applicable premium will be increased by 5%.
  - a. Driving a motor vehicle while intoxicated or under the influence of marijuana or a narcotic drug.
  - b. Failing to stop and report when involved in an accident.
  - c. Homicide or assault arising out of the operation of a motor vehicle.

2. The otherwise applicable premium will be increased by 25% if the certificate is required for a conviction listed below. This increase is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, the otherwise applicable premium will be increased by 5%.
  - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results therefrom.
  - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results therefrom.
3. The otherwise applicable premium will be increased by 5% if the certificate is required for any other cause whatsoever.

#### **RULE 11. PREMIUM CALCULATION RULE**

The rates shown on the rate pages are for limits of \$20,000/\$40,000 (Parts 1, 3, 5 and 12) or \$5,000 (Part 4 and 6). The charge for increased limits is determined by applying the factors shown in the Increased Limits Tables, as modified by the MAIP Capping Factor (MCF), to the base premium as described below.

The following sequence of steps shall be used in rating the policy for Private Passenger Vehicles (including vehicles listed in rules 32, 41, 45, 47):

1. Calculate the sum of Basic Limits Premium for Part 1, Part 2, Part 3 and Part 4, as well as Part 5 if purchased as described in sections 4-8 below. In this step, both MCF and ILF shall be set to equal 1.00 wherever they appear. In addition, the premium adjustments described in sections 4h-i, 5h-i, 7h-i, and 8h-i are not applied.
2. Calculate the sum of Basic Limits MAIP Rate Premium for Part 1, Part 2, Part 3 and Part 4 as well as Part 5 if purchased, in accordance with the MAIP Rate Plan and rules effective 4/1/2010.
3. When a vehicle is rated for the Basic Coverage Package of: 20/40 bodily injury liability (including guest and out-of-state coverage), \$8,000 personal injury protection, \$5,000 property damage liability, and 20/40 uninsured motorist coverage, calculate MCF, equal to the Ratio of the Premium calculated in Step #2 to that calculated in Step #1. Set MCF equal to 1.00 for all other vehicles, or if any of the following conditions apply:
  - The calculated ratio, MCF, is greater than 1.00,
  - The insured does not qualify for the Low Frequency Discount in the MAIP Rating Plan
  - The insured does not qualify for the Continuous Coverage Discount in the MAIP Rating Plan
4. For Part 1
  - a. Apply the appropriate Tier Factor as determined in rule 29 to the base rate shown in the Rate Pages section.
  - b. Apply the MCF factor to the previous number.
  - c. Apply the Mileage Band Factor, Driving Experience Group Factor, Liability Symbol Factor, and all Rule 19 discount factors except the Class 15 discount factor to the previous number.
  - d. Apply the appropriate Merit Rating Plan adjustment factor to the previous number.
  - e. Add the product of MCF and the appropriate Residual Market Premium, as listed in the Rate Pages section, to the previous number.
  - f. If the result of step e. is less than the Part 1 Minimum Premium listed in the Rate Pages section, substitute the Minimum Premium for the result of step e.
  - g. Apply the Class 15 discount factor if appropriate
  - h. For any vehicle on a renewing policy, if the result of step g. exceeds 120% of the Part 1 premium that would have applied to the same risk 12 months prior to the effective date of the policy, reduce the premium to the latter amount.
  - i. For any vehicle on a renewing policy, if the result of step g. is less than 95% of the Part 1 premium that would have applied to the same risk 12 months prior to the effective date of the policy, increase the premium to the latter amount. However, this increase is not made for vehicles to which the MAIP Rate Premium cap has been applied (i.e. where  $MCF < 1.0$ ).
5. For Part 2
  - a. Apply the appropriate Tier Factor as determined in rule 29 to the base rate shown in the Rate Pages section.
  - b. Apply a factor equal to  $MCF \times [1 - \text{PIP Deductible Factor}]$  to the previous number.
  - c. Apply the Mileage Band Factor, Driving Experience Group Factor, PIP Symbol Factor, and all Rule 19 discount factors except the Class 15 discount factor to the previous number.
  - d. Apply the appropriate Merit Rating Plan adjustment factor to the previous number.
  - e. Add the product of MCF and the appropriate Residual Market Premium, as listed in the Rate Pages section, to the previous number.
  - f. If the result of step e. is less than the Part 2 Minimum Premium listed in the Rate Pages section, substitute the Minimum Premium for the result of step e.
  - g. Apply the Class 15 discount factor if appropriate



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- h. For any vehicle on a renewing policy, if the result of step g. exceeds 120% of the Part 2 premium that would have applied to the same risk 12 months prior to the effective date of the policy, reduce the premium to the latter amount.
        - i. For any vehicle on a renewing policy, if the result of step g. is less than 95% of the Part 2 premium that would have applied to the same risk 12 months prior to the effective date of the policy, increase the premium to the latter amount. However, this increase is not made for vehicles to which the MAIP Rate Premium cap has been applied (i.e. where  $MCF < 1.0$ ).
6. For Part 3
  - a. Apply a factor equal to  $[MCF + \text{Part 3 ILF} - 1]$  to the base rate shown in the Rate Pages section.
  - b. Apply all appropriate Rule 19 discount factors to the previous number.
7. For Part 4
  - a. apply the appropriate Tier Factor as determined in rule 29 to the base rate shown in the Rate Pages section.
  - b. Apply a factor equal to  $[MCF + \text{Part 4 ILF} - 1]$  to the previous number.
  - c. Apply the Mileage Band Factor, Driving Experience Group Factor, Liability Symbol Factor, and all Rule 19 discount factors except the Class 15 discount factor to the previous number.
  - d. Apply the appropriate Merit Rating Plan adjustment factor to the previous number.
  - e. Add the product of MCF and the appropriate Residual Market Premium, as listed in the Rate Pages section, to the previous number.
  - f. If the result of step e. is less than the Part 4 Minimum Premium listed in the Rate Pages section, substitute the Minimum Premium for the result of step e.
  - g. Apply the Class 15 discount factor if appropriate
  - h. For any vehicle on a renewing policy, if the result of step g. exceeds 120% of the Part 4 premium that would have applied to the same risk 12 months prior to the effective date of the policy, reduce the premium to the latter amount.
  - i. For any vehicle on a renewing policy, if the result of step g. is less than 95% of the Part 4 premium that would have applied to the same risk 12 months prior to the effective date of the policy, increase the premium to the latter amount. However, this increase is not made for vehicles to which the MAIP Rate Premium cap has been applied (i.e. where  $MCF < 1.0$ ).
8. For Part 5
  - a. Apply a factor equal to  $[MCF + \text{Part 5 ILF} - 1]$  to the Part 5 base rate as shown in the Rate Pages section..
  - b. Apply a factor equal to  $[\text{Part 5 ILF} - 1]$  to the Part 1 base rate as shown in the Rate Pages section.
  - c. Apply the appropriate Tier Factor as determined in rule 29 to the sum of the numbers calculated in steps a. and b.
  - d. Apply the Mileage Band Factor, Driving Experience Group Factor, Liability Symbol Factor, and all Rule 19 discount factors except the Class 15 discount factor to the previous number.
  - e. Apply the appropriate Merit Rating Plan adjustment factor to the previous number.
  - f. If the result of step e. is less than the Part 5 Minimum Premium listed in the Rate Pages section, substitute the Minimum Premium for the result of step e.
  - g. Apply the Class 15 discount factor if appropriate
  - h. For any vehicle on a renewing policy, if the result of step g. exceeds 120% of the Part 5 premium that would have applied to the same risk 12 months prior to the effective date of the policy, reduce the premium to the latter amount.
  - i. For any vehicle on a renewing policy, if the result of step g. is less than 95% of the Part 5 premium that would have applied to the same risk 12 months prior to the effective date of the policy, increase the premium to the latter amount. However, this increase is not made for vehicles to which the MAIP Rate Premium cap has been applied (i.e. where  $MCF < 1.0$ ).
9. For Part 6
  - a. Apply the appropriate Tier Factor as determined in rule 29 to the base rate shown in the Rate Pages section.
  - b. Apply the Part 6 ILF factor to the previous number.
  - c. Apply the PIP Symbol Factor, and all appropriate Rule 19 discount factors to the previous number.
10. For Parts 7 – 8 – 9
  - a. Apply the appropriate Tier Factor as determined in rule 29 to the base rate shown in the Rate Pages section.
  - b. Apply the appropriate Model Year/Symbol factor to the previous number.
  - c. Apply the appropriate deductible factor under Rule 16, if applicable.
  - d. Apply the Mileage Band Factor, Driving Experience Group Factor, and all Rule 19 discount factors except the Class 15 discount factor to the previous number.
  - e. For Parts 7 and 9 only, apply the appropriate Merit Rating Plan adjustment factor to the previous number.
  - f. If the result of step e. is less than the Minimum Premium listed in the Rate Pages section, substitute the Minimum Premium for the result of step e.
  - g. Apply the Class 15 discount factor if appropriate
  - h. For any vehicle on a renewing policy, if the result of step g. exceeds 120% of the premium that would have applied to the same risk 12 months prior to the effective date of the policy, reduce the premium to the latter amount.

- i. For any vehicle on a renewing policy, if the result of step g. is less than 95% of the premium that would have applied to the same risk 12 months prior to the effective date of the policy, increase the premium to the latter amount.

11. For Part 12

- a. Apply the Part 12 ILF factor to the base rate shown in the Rate Pages section.
- b. Apply all appropriate Rule 19 discount factors to the previous number.

**RULE 12. WHOLE DOLLAR PREMIUM RULE**

The premium for each exposure shall be rounded to the nearest whole dollar, separately for each coverage provided by the policy.

A premium involving \$0.50 or more shall be rounded to the next whole dollar

This procedure shall apply to all interim premium adjustments, including endorsements or cancellations at the request of the insured. In the case of cancellation by the company, the return premium may be carried to the next higher whole dollar.

**NOTE:** The premium for “each exposure” means the premium developed for each coverage for each automobile after the application of all applicable discounts.

**Exceptions:**

- (1) The discount for insureds age 65 and older - refer to Rule 19.

**RULE 13. INSTALLMENT PAYMENT OF PREMIUMS**

All motor vehicle insurance policy premium charges are due and payable on the effective date of the policy, subject to the provisions of the Deposit Premium Rule, unless an installment payment plan is used as approved by the Commissioner of Insurance.

**RULE 14. DEPOSIT PREMIUM RULE**

A company, its producer or any broker may require deposit premium prior to the issuance of a policy provided the per vehicle deposit does not exceed 30% of the applicable annual premium for the insurance requested. If the applicant has been in default in the payment of any premium for automobile insurance or merit rating adjustment during the preceding 24 months, the entire policy premium charges are payable in advance.

**RULE 15. EMPLOYERS SUBJECT TO MASSACHUSETTS WORKERS' COMPENSATION ACT**

Motor vehicles owned by an employer subject to the Massachusetts workers' compensation law not used at any time to transport persons other than employees of the named insured shall be eligible for a 25% reduction in the Personal Injury Protection premium otherwise applicable. A vehicle which qualifies for this reduction is not eligible for any Personal Injury Protection deductible. The policy covering a vehicle to which this reduction applies must be accompanied by the endorsement titled Restriction of Personal Injury Protection for Employers Subject to the Massachusetts Workers' Compensation Act, M-0063-S.

**RULE 16. DEDUCTIBLES - PARTS 7, 8, and 9**

Deductibles, higher than the standard deductible, are available for Collision, Limited Collision and Comprehensive Coverages including Fire, Theft and Combined Additional Coverages. Refer to the Miscellaneous Rating Factors page for applicable factors.

Policies with the Premium Package Endorsement (PRAC MA-110-12-10) have Deductible Dollars included as part of this program. This endorsement is available to new business policies effective on or after 2/1/2011.

**A. Earning Credits**

First Term

If this policy has never had this or any deductible dollars endorsement, **your** earned credit is \$50 as of the effective date of this endorsement.

Subsequent Terms

If this policy previously had this or any deductible dollars endorsement, **your** earned credit is shown on the Coverage Selections Page. **Your** earned credit includes any credit that this policy earned in prior terms that **you** did not use or lose. When this policy term expires, **you** will earn a \$50 credit if **you** have not had a covered **collision** claim during

the twelve months ending on the Date of Issue of the original Coverage Selections Page for this policy term and have kept this endorsement on **your** policy. The \$50 credit will be added to **your** other earned credits, if any.

#### **B. Losing Credits**

**You** must keep this endorsement on **your** policy at all times to maintain **your** credits. **You** will forfeit any previously earned credits if and when **you** no longer have this endorsement on this policy.

#### **C. Using Credits**

**We** will only apply **your** earned credit if **you** have a covered **collision** claim during the term of this policy under Collision (Part 7) or Limited Collision (Part 8). **We** will do so only if the amount of **your** loss exceeds the amount of **your collision** deductible (as shown on the Coverage Selections Page). **We** will apply up to \$250 of **your** earned credit to reduce and offset the amount that **you** would otherwise be required to pay toward satisfying **your collision** deductible. **We** will subtract from **your** earned credit the amount that **you** use to satisfy **your** deductible. **Our** reasonable, good faith determination of the amount of **your** earned credit and how and when it may be used to satisfy **your** deductible shall be final and binding.

Refer to Miscellaneous Rating Factors page for applicable charge.

The Deductible Dollars endorsement is available to policies with original effective dates prior to 2/1/2011. (Attach Endorsement PRAC MA-103-07-10 to eligible policies).

#### **A. Earning Credits**

The earned credit under the policy is shown on the Coverage Selections Page. The earned credit includes credits earned during prior policy terms. If the policy did not earn a credit for prior policy terms, the earned credit for the policy is \$0.00.

Upon renewal, the policy will earn a \$50 credit on the renewal policy's effective date, but only if during the term of the policy the policyholder has continuously maintained Collision or Limited Collision coverage on at least one auto listed on the Coverage Selections Page. This \$50 credit will be added to any credits earned and not used for prior policy terms.

#### **B. Losing Credits**

The policy credit will be reduced to \$0.00 at any time that the policy does not have at least one auto listed on the Coverage Selections Page with Collision or Limited Collision coverage.

#### **C. Using Credits**

**We** will use the earned credit if a covered collision claim occurs during the term of the policy under Collision or Limited Collision, but only if the amount of the claim equals or exceeds the amount of the deductible (as shown on the Coverage Selections Page). **We** will use the earned credit (up to a maximum of \$250) to reduce the amount that the policyholder would otherwise be required to pay toward satisfying the deductible. **We** will subtract from the earned credit the amount that we used to satisfy the deductible.

#### **D. Unused Credits**

Any unused earned credit on the policy at the end of the policy term may be rolled over and added to the earned credit next year, if the policyholder renews the policy.

#### **E. For customers whose expiring policy has Disappearing Deductible Endorsement PRAC Auto MA-103-04-08**

At renewal, Endorsement PRAC Auto MA-103-04-08 will be replaced with Deductible Dollars endorsement PRAC MA-103-07-10. Policyholders will receive renewal credits in accordance with the endorsement on their expiring policy, and any existing credit balance will be honored if they maintain collision or limited collision on at least one vehicle.

### **RULE 17. SUBSTITUTE TRANSPORTATION**

The charges for this coverage are on a per vehicle/per year basis for automobiles and motorcycles. Refer to the Miscellaneous Rating Factors page for applicable limits and premiums.

### **RULE 18. TERMINATION OF INSURANCE**

#### **A. Cancellations**

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The following provisions apply when a policy is cancelled:

1. If a policy is cancelled by the company at any time, or by the insured within thirty days of the effective date or within thirty days of the receipt of the policy, whichever is later, the return premium shall be computed pro rata. "Policy" in this instance includes the copy of the coverage selections.

If the policy is cancelled at the request of the insured later than thirty days from the effective date or later than thirty days from the receipt of the policy, whichever is later, the return premium shall be calculated on a short rate basis except that in the following cases the return premium shall be computed pro rata:

- a. If the insured has disposed of the automobile, provided the insured takes out a new policy in the same company on another automobile to become effective within thirty days of the date of cancellation.
  - b. If the insured automobile is repossessed under terms of a financing agreement.
  - c. If an automobile is cancelled from a policy, the policy remaining in force on other automobiles, or if there remains in force in the name of the insured or his spouse, if a resident of the same household, and in the same company, a concurrent automobile policy covering another automobile.
  - d. If the insured enters the military service of the United States of America.
  - e. If the insured deletes or reduces any coverage and the policy remains in effect for other coverage.
2. Theft of Vehicle or Plates
    - a. If the insured automobile is stolen or destroyed (total or constructive total loss) and cancellation is requested by the insured within thirty days following the date the automobile is stolen or destroyed, the return premium for all coverages (including the premium for the coverages under which loss was paid) shall be calculated on a pro rata basis from the day following the date of such loss.
    - b. If the insured registration plates are stolen or destroyed, a lost plate affidavit is to be issued to the Registry of Motor Vehicles canceling only coverage with respect to such plates effective the day following the date of such loss, and the policy shall continue to provide coverage with respect to any replacement plates.
    - c. If the insured files a lost plate affidavit with the Registry of Motor Vehicles, the company may cancel the policy.

3. Except as otherwise provided by law, no cancellation of the policy, or any of its parts, whether by the company or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party at least twenty days in each case prior to the intended effective date thereof. Notice of cancellation sent by the company to the insured and the loss payee at the addresses stated in the policy by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service, shall be a sufficient notice and that an affidavit of any officer, producer, or employee of the company, duly authorized for the purpose that he has so sent such addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. When the cancellation becomes effective, the company shall electronically transmit the pertinent data to the Registry of Motor Vehicles in the manner prescribed by the Uninsured Motorists System (UMS). The written notice to the insured shall specify the reason or reasons for cancellation. If the reason for cancellation is non-payment of premium, the Notice of Cancellation shall state the amount of deficiency of the premium, fees and other charges owed to the company for all the insurance provided and shall state in substance that the cancellation will not be effective if the insured pays the full amount of such deficiency on or prior to the effective date of the cancellation. If a cancellation of the policy results in a return premium of less than \$5.00, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.

No policy in effect prior to a rate level revision shall be endorsed or cancelled and rewritten to take advantage of such a revision or to avoid the application of such a revision.

**B. Sale or Transfer of Motor Vehicle, Surrender of Registration Plates, or Filing of a New Certificate**

The policy shall terminate upon:

1. The sale or transfer of title by the owner of the motor vehicle or trailer thirty (30) days after the transfer unless the owner has registered a replacement motor vehicle.
2. The surrender to the Registry of Motor Vehicles of the registration plates issued to the owner of the motor vehicle by the Registrar of Motor Vehicles under Chapter 90, with a written statement, in such form as the

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said Registrar may require, (plates returned receipt) that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.

3. The filing with the Registry a certificate of insurance of another company as of the effective date of such certificate.  
NOTE: If more than one motor vehicle or trailer is described in the policy, the termination of coverage applies only to the motor vehicle or trailer involved in one of the situations described above.

**C. Reinstatement**

If a policy has been cancelled by an insurance company, and such policy is later reinstated by the Board of appeal or by the Superior Court or Municipal Court of the City of Boston, the premium charge for the unexpired term of the policy shall be calculated pro rata on the premium applicable to the policy when originally issued.

**D. Plates Returned Receipt**

In the event that a policy has been terminated by-

- a. sale or transfer of the motor vehicle, or
- b. surrender of the registration plates by the owner of the motor vehicle with a written statement in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.

A receipt from the Registry of Motor Vehicles stating that the registration plates have been surrendered must be furnished to the insurance company.

**E. Leased Vehicles Under Long Term Contract**

In the event a policy of this type is cancelled, the cancellation notice is to be issued in the name of the person or organization to whom the policy was issued. A copy of the cancellation notice must be sent to the owner/registrant also, if it is other than the person to whom the policy was issued.

Upon the intended effective date of cancellation, a notice issued in the name of the actual owner/registrant must be electronically transmitted to the Registry by the company.

**F. Instructions For Use of Pro Rata or Short Rate Table**

1. Express the date of cancellation by year and decimal part of a year by combining the calendar year with the decimal appearing opposite the month and day in the Pro Rata Table, e.g., March 7, 2010, is designated as 2010.181.
2. In like manner express the effective date of the policy by year and decimal part of a year and subtract from the cancellation date.
3. The difference, in the case of one year policies, represents the percentage of the annual premium which is to be retained by the carrier.

Examples:

Cancellation date September 22, 2010	2010.726
Effective date July 6, 2010	<u>2010.512</u>
	.214

Earned premium for one year policy term will therefore be .214 times the annual premium.

Cancellation date March 7, 2010	2010.181
Effective date December 15, 2010	<u>2010.956</u>
	.225

Earned premium for one year policy term will therefore be .225 times the annual premium.

**NOTE:** As it is not customary to charge for the extra day (February 29) which occurs one year in every four years, this table shall also be used for each such year.

The following additional provisions apply to policies with policy terms in excess of 12 months:



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PRO RATA TABLE

January			February			March			April			May			June		
Day Of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	.003	1	32	.088	1	60	.164	1	91	.249	1	121	.332	1	152	.416
2	2	.005	2	33	.090	2	61	.167	2	92	.252	2	122	.334	2	153	.419
3	3	.008	3	34	.093	3	62	.170	3	93	.255	3	123	.337	3	154	.422
4	4	.011	4	35	.096	4	63	.173	4	94	.258	4	124	.340	4	155	.425
5	5	.014	5	36	.099	5	64	.175	5	95	.260	5	125	.342	5	156	.427
6	6	.016	6	37	.101	6	65	.178	6	96	.263	6	126	.345	6	157	.430
7	7	.019	7	38	.104	7	66	.181	7	97	.266	7	127	.348	7	158	.433
8	8	.022	8	39	.107	8	67	.184	8	98	.268	8	128	.351	8	159	.436
9	9	.025	9	40	.110	9	68	.186	9	99	.271	9	129	.353	9	160	.438
10	10	.027	10	41	.112	10	69	.189	10	100	.274	10	130	.356	10	161	.441
11	11	.030	11	42	.115	11	70	.192	11	101	.277	11	131	.359	11	162	.444
12	12	.033	12	43	.118	12	71	.195	12	102	.279	12	132	.362	12	163	.447
13	13	.036	13	44	.121	13	72	.197	13	103	.282	13	133	.364	13	164	.449
14	14	.038	14	45	.123	14	73	.200	14	104	.285	14	134	.367	14	165	.452
15	15	.041	15	46	.126	15	74	.203	15	105	.288	15	135	.370	15	166	.455
16	16	.044	16	47	.129	16	75	.205	16	106	.290	16	136	.373	16	167	.458
17	17	.047	17	48	.132	17	76	.208	17	107	.293	17	137	.375	17	168	.460
18	18	.049	18	49	.134	18	77	.211	18	108	.296	18	138	.378	18	169	.463
19	19	.052	19	50	.137	19	78	.214	19	109	.299	19	139	.381	19	170	.466
20	20	.055	20	51	.140	20	79	.216	20	110	.301	20	140	.384	20	171	.468
21	21	.058	21	52	.142	21	80	.219	21	111	.304	21	141	.386	21	172	.471
22	22	.060	22	53	.145	22	81	.222	22	112	.307	22	142	.389	22	173	.474
23	23	.063	23	54	.148	23	82	.225	23	113	.310	23	143	.392	23	174	.477
24	24	.066	24	55	.151	24	83	.227	24	114	.312	24	144	.395	24	175	.479
25	25	.068	25	56	.153	25	84	.230	25	115	.315	25	145	.397	25	176	.482
26	26	.071	26	57	.156	26	85	.233	26	116	.318	26	146	.400	26	177	.485
27	27	.074	27	58	.159	27	86	.236	27	117	.321	27	147	.403	27	178	.488
28	28	.077	28	59	.162	28	87	.238	28	118	.323	28	148	.405	28	179	.490
29	29	.079				29	88	.241	29	119	.326	29	149	.408	29	180	.493
30	30	.082				30	89	.244	30	120	.329	30	150	.411	30	181	.496
31	31	.085				31	90	.247				31	151	.414			
July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	.499	1	213	.584	1	244	.668	1	274	.751	1	305	.836	1	335	.918
2	183	.501	2	214	.586	2	245	.671	2	275	.753	2	306	.838	2	336	.921
3	184	.504	3	215	.589	3	246	.674	3	276	.756	3	307	.841	3	337	.923
4	185	.507	4	216	.592	4	247	.677	4	277	.759	4	308	.844	4	338	.926
5	186	.510	5	217	.595	5	248	.679	5	278	.762	5	309	.847	5	339	.929
6	187	.512	6	218	.597	6	249	.682	6	279	.764	6	310	.849	6	340	.932
7	188	.515	7	219	.600	7	250	.685	7	280	.767	7	311	.852	7	341	.934
8	189	.518	8	220	.603	8	251	.688	8	281	.770	8	312	.855	8	342	.937
9	190	.521	9	221	.605	9	252	.690	9	282	.773	9	313	.858	9	343	.940
10	191	.523	10	222	.608	10	253	.693	10	283	.775	10	314	.860	10	344	.942
11	192	.526	11	223	.611	11	254	.696	11	284	.778	11	315	.863	11	345	.945
12	193	.529	12	224	.614	12	255	.699	12	285	.781	12	316	.866	12	346	.948
13	194	.532	13	225	.616	13	256	.701	13	286	.784	13	317	.868	13	347	.951
14	195	.534	14	226	.619	14	257	.704	14	287	.786	14	318	.871	14	348	.953
15	196	.537	15	227	.622	15	258	.707	15	288	.789	15	319	.874	15	349	.956
16	197	.540	16	228	.625	16	259	.710	16	289	.792	16	320	.877	16	350	.959
17	198	.542	17	229	.627	17	260	.712	17	290	.795	17	321	.879	17	351	.962
18	199	.545	18	230	.630	18	261	.715	18	291	.797	18	322	.882	18	352	.964
19	200	.548	19	231	.633	19	262	.718	19	292	.800	19	323	.885	19	353	.967
20	201	.551	20	232	.636	20	263	.721	20	293	.803	20	324	.888	20	354	.970
21	202	.553	21	233	.638	21	264	.723	21	294	.805	21	325	.890	21	355	.973
22	203	.556	22	234	.641	22	265	.726	22	295	.808	22	326	.893	22	356	.975
23	204	.559	23	235	.644	23	266	.729	23	296	.811	23	327	.896	23	357	.978
24	205	.562	24	236	.647	24	267	.732	24	297	.814	24	328	.899	24	358	.981
25	206	.564	25	237	.649	25	268	.734	25	298	.816	25	329	.901	25	359	.984
26	207	.567	26	238	.652	26	269	.737	26	299	.819	26	330	.904	26	360	.986
27	208	.570	27	239	.655	27	270	.740	27	300	.822	27	331	.907	27	361	.989
28	209	.573	28	240	.658	28	271	.742	28	301	.825	28	332	.910	28	362	.992
29	210	.575	29	241	.660	29	272	.745	29	302	.827	29	333	.912	29	363	.995
30	211	.578	30	242	.663	30	273	.748	30	303	.830	30	334	.915	30	364	.997
31	212	.581	31	243	.666				31	304	.833				31	365	1.00

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(Rule 18)

**SHORT RATE CANCELLATION OF SHORT TERM POLICIES**  
Percentages of Policy Premiums to be Retained by Insurance Company

No. of Days in force	Policy Effective Date																								
	Jan.		Feb.		Mar.		Apr.		May		June		July		August		September		October		November		December		
	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	
1-10	9	9	10	11	13	15	16	17	18	19	20	22	25	29	37	54	73								
11-15	11	12	13	15	16	17	18	19	20	21	22	24	26	29	35	45	65	100							
16-20	15	16	16	17	18	19	21	22	24	26	28	31	37	44	59	83									
21-25	17	17	18	19	20	22	24	26	28	30	34	37	44	53	70	100									
26-30	18	19	20	21	22	24	27	29	32	35	39	43	51	62	81	100									
31-35	19	20	21	23	24	27	30	33	36	39	44	49	59	70	91										
36-40	21	22	23	25	27	29	33	36	40	43	49	55	65	77	100										
41-45	22	24	25	27	29	32	35	40	43	48	54	61	71	85	100										
46-50	24	25	27	29	31	34	38	43	47	52	59	66	76	92											
51-55	25	27	28	30	33	37	41	47	51	57	63	71	82	100											
56-60	27	28	30	32	35	39	44	50	55	61	67	76	88	100											
61-65	28	30	32	34	37	42	47	53	59	64	71	80	94												
66-70	30	31	33	36	40	44	50	57	62	68	76	85	100												
71-75	31	33	35	38	42	47	53	60	65	71	80	90	100												
76-80	32	35	37	40	44	49	56	63	68	75	84	94													
81-85	34	36	39	42	46	52	59	66	71	78	88	99													
86-90	35	38	40	44	48	54	62	69	75	82	92	100													
91-105	38	41	44	48	53	59	66	74	81	89	100														
106-120	42	45	49	54	59	65	74	82	90	100															
121-135	47	50	54	59	65	71	81	91	100																
136-150	51	55	59	64	70	78	88	100																	
151-165	55	60	63	69	75	84	95																		
166-180	59	63	68	72	80	90	100																		
181-195	63	67	72	78	85	96																			
196-210	67	71	76	83	91	100																			
211-225	70	75	80	87	94																				
226-240	73	78	84	92	100																				
241-255	77	82	88	94																					
256-270	80	86	92	100																					
271-285	84	90	96																						
286-300	87	93	100																						
301-315	90	97																							
316-330	94	100																							
331-360	99																								
361-365	100																								

TABLE 1  
(Motorcycles with Registration  
Expiration of December 31)

No. of Days in force	Policy Effective Date																								
	Dec.		Jan.		Feb.		Mar.		Apr.		May		June		July		August		September		October		November		
	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	
1-10	9	9	10	11	13	15	16	17	18	19	20	22	25	29	37	54	73								
11-15	11	12	13	15	16	17	18	19	20	21	22	24	26	29	35	45	65	100							
16-20	15	16	16	17	18	19	21	22	24	26	28	31	37	44	59	83									
21-25	17	17	18	19	20	22	24	26	28	30	34	37	44	53	70	100									
26-30	18	19	20	21	22	24	27	29	32	35	39	43	51	62	81	100									
31-35	19	20	21	23	24	27	30	33	36	39	44	49	59	70	91										
36-40	21	22	23	25	27	29	33	36	40	43	49	55	65	77	100										
41-45	22	24	25	27	29	32	35	40	43	48	54	61	71	85	100										
46-50	24	25	27	29	31	34	38	43	47	52	59	66	76	92											
51-55	25	27	28	30	33	37	41	47	51	57	63	71	82	100											
56-60	27	28	30	32	35	39	44	50	55	61	67	76	88	100											
61-65	28	30	32	34	37	42	47	53	59	64	71	80	94												
66-70	30	31	33	36	40	44	50	57	62	68	76	85	100												
71-75	31	33	35	38	42	47	53	60	65	71	80	90	100												
76-80	32	35	37	40	44	49	56	63	68	75	84	94													
81-85	34	36	39	42	46	52	59	66	71	78	88	99													
86-90	35	38	40	44	48	54	62	69	75	82	92	100													
91-105	38	41	44	48	53	59	66	74	81	89	100														
106-120	42	45	49	54	59	65	74	82	90	100															
121-135	47	50	54	59	65	71	81	91	100																
136-150	51	55	59	64	70	78	88	100																	
151-165	55	60	63	69	75	84	95																		
166-180	59	63	68	72	80	90	100																		
181-195	63	67	72	78	85	96																			
196-210	67	71	76	83	91	100																			
211-225	70	75	80	87	94																				
226-240	73	78	84	92	100																				
241-255	77	82	88	94																					
256-270	80	86	92	100																					
271-285	84	90	96																						
286-300	87	93	100																						
301-315	90	97																							
316-330	94	100																							
331-360	99																								
361-365	100																								

TABLE 2  
(All Vehicles with Registration  
Expiration of November 30)



## **RULE 19. DISCOUNTS**

### **Anti-Theft Device**

Refer to Anti-Theft Devices Standards and Discounts Section.

### **Class 15**

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. The policyholder is required to notify the company of any change in operator usage which would affect entitlement to the discount.

The 25% discount is applied to the final premium for each part after all other discounts and rating factors have been completed. It is the last step in the rating process prior to the application of any caps imposed relative to the premium that would have applied to the same risk 12 months prior to the effective date of the policy.

### **Advanced Driver Training**

A discount of 5% of the premium paid for Parts 1, 2, 4 and 7 will be given to an operator in class 17, 18, 20, 21, 25 or 26 who has successfully completed an advanced driver training program at an advanced driver training school certified by the Registrar of Motor Vehicles. The eligible operator must provide the insurer with a certificate which evidences the satisfactory completion of the program after the advanced driver training school has been certified by the Registrar of Motor Vehicles. The discount will be applied at the policy inception or renewal which immediately follows the completion of the program and will be available in three consecutive policy years, provided the eligible operator remains in an inexperienced operator classification. The discount will be applied to the private passenger automobile(s) assigned to the eligible operator in accordance with Rule 28. The discount will be applied to the premium otherwise determined for each automobile, prior to the application of adjustment under the Merit Rating Plan, in accordance with Rule 11.

### **Good Student Discount**

The Good Student Discount applies provided:

- a. The owner or operator:
  - (1) Is classified in one of the following inexperienced operator classes: 17, 18, 20, 21, 25 or 26 and
  - (2) Is a full time high school, college, or university student at an accredited institution, and
  - (3) Has a driving record with less than 3 points under the Merit Rating Plan rule
- b. A certified statement from a school official is presented to the Company on each anniversary date of the policy indicating that the student has met one of the following requirements during the immediately preceding school semester.
  - (1) Is in the upper 20% of his/her class scholastically, or
  - (2) Maintains a "B" average, or its equivalent.  
If the letter grading system can not be averaged then no grade can be below "B".
  - (3) When in a school maintaining a numerical grade, must have at least a 3 in a 4, 3, 2, 1 point system or its equivalent.
  - (4) Student is included in a "Dean's List", "Honor Roll" or comparable list indicating scholastic achievement.

A classification change resulting from a change in scholastic standing of the student can not be effected between anniversary dates of the policy. The Good Student discount cannot be applied in conjunction with the Student Away at School discount.

Refer to Miscellaneous Rating Factors page for applicable discount.

### **Student Away at School Discount**

The Student Away at School Discount applies provided that each of the following criteria are met:

- a. The operator is classified in one of the following inexperienced operator classes: 17, 18, 20, 21, 25 or 26.
- b. The operator is a student residing at an accredited educational institution over 100 road miles from the automobile's place of principal garaging.
- c. The student operator does not have regular access to the covered vehicle while at school.

The Student Away at School discount cannot be applied in conjunction with the Good Student discount.

Refer to Miscellaneous Rating Factors page for applicable discount

### **Companion Discount**

A discount of 4% of the premium paid for Parts 1-9, and 12 will be given if the named insured has an eligible Companion policy, from an eligible Insurance Company. A discount of 6% of the premium paid for Parts 1-9, and 12 will be given if the named insured has an eligible Companion policy from either Bunker Hill Insurance Company or Mount Washington Assurance Corporation.

#### **Agency Transfer Discount**

During the first year that a policy which is part of an eligible Renewal Account Review Program is in force, a discount of 2% of the premium paid for Parts 1-9, and 12 will apply. If the policy is renewed, a 1% discount would apply during the second year that the same policy is in force. This discount applies only to private passenger vehicles and is only available to new business policies which become effective on or after 10/1/2010.

#### **Advanced Issue Discount**

To be eligible for the Advanced Issue Discount a policy which is new to Plymouth Rock must be issued at least 7 days before the policy effective date. During the first year that an eligible policy is in force, a discount of 5% of the premium paid for Parts 1-9, and 12 will apply. If the policy is renewed, a 3% discount would apply during the second year, and a 1% discount would apply during the third year that the same policy is in force. This discount applies only to private passenger vehicles and is only available to new business policies which become effective on or after 10/1/2010.

#### **Amendment and Discontinuance of Discounts**

Any provisions contained in this Rule 19 or elsewhere in this Manual referring to discounts, programs, or other benefits to be provided during possible future policy renewal terms, if any, represent current company discounts, programs and benefits only and do not constitute promises or contractual obligations with respect to any future policy renewal terms. The company reserves the right to change or discontinue any such discounts, programs, or benefits prior to any policy renewal.

### **RULE 20. MODEL YEAR RATING**

Please refer to the Rate Pages for appropriate model year and symbol factors.

#### **A. Model Year Defined**

The model year of an auto is used in rating physical damage coverage on an actual cash value basis.

The model year of the auto is the year assigned by the auto manufacturer. The model year of rebuilt or structurally altered autos is determined by the model year of the chassis.

#### **B. Rating of Model Years Not Shown on Rate Pages**

If the model year of the vehicle is newer than the latest model year in the Rate Pages, use the most current model year from the Rate Pages as the model year for the vehicle and apply a 1.05 factor to the given symbol factor for each year beyond the model year shown in the Rate Pages.

### **RULE 21. FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE**

#### **A. Actual Cash Value**

Refer to Miscellaneous Rating Factors section for the applicable factors.

#### **B. Stated Amount**

Refer to the Rate Section for any specified peril.

### **RULE 22. SYMBOL ASSIGNMENT AND RATING**

Apply appropriate symbol factor as determined from Model/Year Symbol factor pages for vehicles with symbols 1-26 and Rule 22C for vehicles with symbol 27.

#### **A. Vehicles with Model Year 2011 & Subsequent**

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If the vehicle is model year 2011 or subsequent, determine the symbol using the procedure detailed under rule 22.B.2 rather than using the assigned symbol.

**B. Non-Symbolled Vehicles**

1. Rating Newly Announced Models with No Symbol

For rating of newly announced models for which no symbol is shown, if the vehicle's model year is 2010 or prior, use the symbol of the latest corresponding model which is shown until announcement is made. If the vehicle is model year 2011 or subsequent, refer to rule 22.B.2 to determine the symbol.

2. Rating Other Vehicles with No Symbol and No Prior Corresponding Model

For rating all 2011 & subsequent model year vehicles or 2010 & prior model year vehicles with no symbol and no prior corresponding model, determine the appropriate symbol based on the FOB List Price or Purchase Price, whichever is higher, from the following table.

Symbol	Model Years 1980 & Prior	Model Years 1981-1989	Model Years 1990 & Subsequent
1	0- 1600	0- 1600	0- 6500
2	1601- 2100	1601- 2100	6501- 8000
3	2101- 2750	2101- 2750	8001- 9000
4	2751- 3700	2751- 3700	9001-10000
5	3701- 5000	3701- 5000	10001-11250
6	5001- 6500	5001- 6500	11251-12500
7	6501- 8000	6501- 8000	12501-13750
8	8001-10000	8001-10000	13751-15000
10	10001-12500	10001-12500	15001-16250
11	12501-15000	12501-15000	16251-17500
12	15001-17500	15001-17500	17501-18750
13	17501-20000	17501-20000	18751-20000
14	20001 & above	20001-24000	20001-22000
15		24001-28000	22001-24000
16		28001-33000	24001-26000
17		33001-39000	26001-28000
18		39001-46000	28001-30000
19		46001-55000	30001-33000
20		55001-65000	33001-36000
21		65001 & above	36001-40000
22			40001-45000
23			45001-50000
24			50001-60000
25			60001-70000
26			70001-80000
27			80001 & above

3. Stated or Agreed Amount

If an automobile is appraised for stated or agreed amount coverage, the appraised value must be used to determine the symbol.

For model years 1980 and prior, with values of \$20,001 and above, the auto must be rated on a Stated Amount Basis in accordance with Rule 41. The insurer has the option to waive the requirement of obtaining an appraisal as required under Rule 41.

4. Equipment: Vans and Pick-ups

Except with respect to the coverage provided under Rule 47 for custom furnishings or custom equipment, the cost of any equipment installed in or upon a pick-up or van shall be added to the FOB List Price, Purchase Price or Appraisal Value in determining the applicable symbol.

**C. Rating Vehicles with an FOB List Price or Purchase Price above \$80,000**

For all model years, to determine the actual cash value premium for vehicle symbol 27 as follows:

1. Start with a base factor of 1.00
2. Calculate the High-Value Model Year / Symbol Relativity by increasing the base factor by +.15 for each \$10,000 or portion of \$10,000 above \$80,000 of the FOB List Price or Purchase Price, whichever is higher.

3. Apply the High Value Model Year / Symbol Relativity to the Symbol 26 premium for the applicable territory, class, and model year, before discounts are applied.

### **RULE 23. LIABILITY & PIP - MEDICAL PAYMENT SYMBOL RATING**

Please refer to the Rate Pages for appropriate liability and PIP - medical payment symbol factors.

#### **A. Liability Symbol Factors**

Used in rating Parts 1, 4, and 5 (as referenced in Rule 11).

#### **B. PIP – Medical Payment Symbol Factors**

Used in rating Parts 2 and 6 (as referenced in Rule 11).

### **RULE 24. RESERVED FOR FUTURE USE**

### **RULE 25. VEHICLE SERIES RATING**

Vehicle Series Rating (VSR) is a program applied by the Insurance Services Office (ISO) to adjust the Price New Symbols of vehicles to increase or decrease the symbol due to loss experience reflecting crash damage, ease of repair, cost of repair parts, and theft for the particular vehicle, resulting in the Rating Symbol. The Rating Symbol is used to determine a vehicle's premium for Collision, Limited Collision and Comprehensive coverage.

The VSR program reviews the symbol assignments for all vehicle series initially when the model year is introduced and in subsequent years based on loss experience. The symbol for a particular series may be upsymbolled, downsymbols, or may remain the same.

Reassignment of symbols shall be effective with 2006 and subsequent model year vehicles and may only be applied at policy issuance or renewal. A policy shall not be changed mid-term solely due to a change in symbol assignment based on symbol review.

### **RULE 26. MILEAGE BAND RATING**

The premium for Parts 1, 2, 4, 5, 7, 8 and 9 will be adjusted for eligible policyholders based on the ratio of the vehicle's actual mileage for the year prior to the policy effective date to a base mileage for each vehicle's applicable Usage Group, Road Density Region, and DV Group. Refer to the Rate Pages for the Mileage groupings, base mileages, and rating factors.

#### **1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as Antiques are not eligible.

#### **2. Calculation**

The company shall use the odometer readings associated with the Vehicle Inspection System of the Registry of Motor Vehicles to calculate an annualized mileage for the most recent year. The mileage is computed based on the difference between the most recent odometer reading at the time of application and an odometer reading which is at least six months prior to the most recent one.

Additionally, Plymouth Rock may accept other verifications of mileage, submitted with a form provided by the company, including, but not limited to:

- Service receipts showing the service date and mileage
- Visual inspection by the agent

If the vehicle is new to the insured or there is no acceptable means of calculating the vehicle's historical annual mileage, the vehicle's premium is not modified (Mileage Band Factor=1.00). However, if a vehicle replaces a vehicle which is subject to Mileage Band Rating, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

The ratio of the vehicle's annualized mileage to the mileage base for that vehicle's Usage Group, Road Density Region, and DV Group is then used to determine the appropriate Mileage Relativity Group as defined in the Rate Pages.

## SECTION II - PRIVATE PASSENGER AUTOMOBILES

### **RULE 27. PRIVATE PASSENGER DEFINITION**

- A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others.
- B. A motor vehicle that is a pick-up or van, that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and other legal business entities with a federal employer identification number, and
  1. has a gross vehicle weight rating of less than 10,000 pounds or has a rating symbol assigned to it by the Insurance Services Office (ISO), and
  2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.
- C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.
- D. At the option of the company, an eligible vehicle under this rule whose title has been transferred to a trust may be written under the Massachusetts Automobile Insurance Policy, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

If a motor vehicle is leased as described in the foregoing paragraphs, and the lessee is obtaining the insurance, the policy must be issued to the lessee as named insured and Endorsement M-0070-S, "Coverage For Anyone Renting An Auto To You," must be attached to the policy.

### **RULE 28. PRIVATE PASSENGER CLASSIFICATIONS**

#### **A. 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 adjustment (based on the operator's Merit Rating Plan Operator 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 Merit Rating Plan Operator Points) for each automobile. The operators shall be assigned in order of the highest Combined 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 Operator Points of that operator; and
  - 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 Operator Points shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the Merit Rating Plan Operator Points of such operators shall be applied in the manner which produces the highest Combined Premium.
  - iii. If an operator's class and Merit Rating Plan Operator Points are rated on an automobile covered by another Massachusetts private passenger insurance policy, that operator shall be deferred from rating on the policy (except where that operator will be considered as a factor in tiering). 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 Operator Points.

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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 Operator 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 on the standard form approved by the Commissioner of Insurance, M-0106-S, Operator Exclusion Form.

If any operator excluded as a result of such signed statement operates the automobile, the appropriate operator classification premium for the full policy period may be charged 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.

## 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. Operators

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.

## B. Operator Classes

### Class

**10 Experienced Operator.** The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.

**15 Experienced Operator - age sixty-five or more.** The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.

**17 Inexperienced Principal Operator - licensed three or more years.** The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.

- 18 Inexperienced Occasional Operator - licensed three or more years.** The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 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.

### 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 Behind The-Wheel Driver Training 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.
  - c. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of six clock hours per student in the practice driving phase. The practice driving requirement may be met in either of the following ways:
    - (1) A minimum of six clock hours per student for actual driving experience exclusive of observation time in the car. In this case, time spent in an approved simulated practice driving trainer, the use of which is authorized by the State Department of Education or other responsible state agency, may be counted as part of the required thirty clock hours of classroom instruction.
    - (2) A minimum of three clock hours per student for actual driving experience exclusive of observation time in the car, and a minimum of twelve clock hours per student in an approved device which simulates practice driving, the use of which is authorized by the State Department of Education or other responsible state agency. In this case, only the time spent in excess of twelve clock hours may be counted as part of the required thirty clock hours of classroom instruction.

### **RULE 29. POLICY UNDERWRITING TIERS**

Each policy is assigned to an Underwriting Tier based on a categorization which may rely on one or more of the factors listed below.

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- The length of time that the policy has been in force, both with Plymouth Rock and with the producing agency.;
- The previous Bodily Injury Liability limits purchased by the named insured;
- The presence or absence of physical damage coverage on the policy;
- The relationship between the number of insured vehicles in the household and both the number of licensed operators and the number of years of driving experience (years licensed) for each operator;
- The driving record(s) of any drivers not rating a vehicle;
- The current licensing jurisdiction for the assigned operator(s);
- Motor Club Membership
- The source of the mileage estimate used in rating the vehicle;
- The payment history of the policy;
- The type of Title associated with the vehicle;
- The number of previous owners for the vehicle and the type of ownership or registration;

The Policy Underwriting Tiers and associated tier factors for each individual coverage are contained in the following table:

	<u>Tier Factors</u>					
<u>Tier</u>	<u>Cov 1</u>	<u>Cov 2</u>	<u>Cov 4</u>	<u>Cov 5</u>	<u>Cov 7</u>	<u>Cov 9</u>
XXVII	0.70	0.60	0.74	0.70	0.74	0.96
XXIX	0.73	0.64	0.76	0.73	0.77	0.96
XXXI	0.76	0.68	0.79	0.76	0.80	0.96
XXXIII	0.79	0.72	0.82	0.79	0.83	0.96
XXXV	0.82	0.77	0.85	0.82	0.86	0.96
XXXVII	0.85	0.81	0.88	0.85	0.89	0.96
XXXIX	0.88	0.85	0.91	0.88	0.92	0.97
XLI	0.91	0.89	0.93	0.91	0.95	0.97
XLIII	0.94	0.94	0.96	0.94	0.98	0.97
XLV	0.97	0.98	0.99	0.97	1.01	0.97
XLVII	1.00	1.02	1.02	1.00	1.04	0.97
XLIX	1.03	1.06	1.05	1.03	1.07	0.97
LI	1.07	1.10	1.07	1.07	1.09	0.98
LIII	1.10	1.15	1.09	1.10	1.10	1.00
LV	1.14	1.19	1.11	1.14	1.11	1.03
LVII	1.17	1.23	1.13	1.17	1.12	1.05
LIX	1.21	1.27	1.15	1.21	1.14	1.07
LXI	1.24	1.32	1.17	1.24	1.15	1.10
LXIII	1.28	1.36	1.19	1.28	1.16	1.12
LXV	1.34	1.40	1.24	1.34	1.22	1.15
LXVII	1.41	1.47	1.31	1.41	1.28	1.17
LXIX	1.48	1.54	1.37	1.48	1.34	1.19
LXXI	1.55	1.62	1.44	1.55	1.41	1.22
LXXIII	1.63	1.70	1.51	1.63	1.48	1.24

**RULE 30. PERSONAL INJURY PROTECTION - DEDUCTIBLE FORM**

The policyholder, at his/her option, may elect an amount to be deducted from the amounts otherwise due each person subject to the deduction, under the following conditions:

1. The option of electing a deductible shall be limited to individual insureds and shall apply only to private passenger vehicles as defined in this Section and motor homes owned by such insureds. As used herein, "individual" includes joint ownership by lawfully married individuals residing in the same household.
2. The eligible policyholder may select a deductible amount of \$100, \$250, \$500, \$1,000, \$2,000, \$4,000 or \$8,000.
3. The deductible applicable to the "Policyholder alone" is the only deductible available if the policyholder is the only member of the household, regardless of the number of vehicles which he owns. Lawfully married individuals having joint ownership and registration of a single motor vehicle which is the only vehicle in the



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household shall be considered to be an individual for purposes of paragraph 4 of this rule. In such a case the same form of deductible must apply to both of the lawfully married individuals.

4. Either the deductible for the policyholder "alone" or the policyholder and household members is available to a policyholder who has two or more members in his household and there is one motor vehicle in the household.
5. The deductible applicable to the policyholder and household members is the only deductible available for election if there are two or more members in the household, and also two or more motor vehicles insured for Personal Injury Protection by household members.
6. If two or more vehicles are insured under a single policy, the same deductible election shall apply to all vehicles insured under such a policy.
7. As used in this rule, the term "household members" means those persons living in the policyholder's household who are related to the policyholder by blood, marriage or adoption. This includes wards or foster children.

The Personal Injury Protection premium otherwise applicable shall be reduced by the dollar amount determined by applying the percentage shown on the Miscellaneous Rating Factors page to the manual premium.

The discount shall not apply to other coverages.

**RULE 31. RESERVED FOR FUTURE USE**

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, those vehicles specifically described above and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27B, refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

**RULE 33. TOWING AND LABOR COST**

(Private Passenger Automobiles and Motorcycles Only - as defined in Rule 27)

Refer to the Miscellaneous Rating Factors page for limits and premiums.

Applicable regardless of the term of the policy or endorsement.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display, or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. Merit Rating and the factors in the Miscellaneous Motor Vehicles page apply when rating Trailers. No other premium adjustments, factors or discounts apply.

All policies subject to this rule, written for trailers with living quarters, must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 35. REPLACEMENT COST COVERAGE**

A. This coverage applies automatically if the following eligibility guidelines are met.  
(Attach Endorsement PRAC Auto MA-104-04-08 for this coverage.)

This automatic coverage pays an additional amount of damages amounting to the difference between the actual cash value of your auto at the time of a total loss and the cost in cash we can negotiate for a new vehicle at the time of the

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total loss for a new auto of the same make and model and having a similar body style and similar additional equipment as your auto. If such a vehicle is unavailable, the coverage pays the difference between the actual cash value of your auto at the time of a total loss and the cost in cash we can negotiate for an available vehicle.

Eligibility:

- 1) Available for any new auto acquired by you during this policy period which costs \$50,000 or less and has never been previously titled.
- 2) The new auto must be designated by its manufacturer as the same model year as the year of your date of purchase of it or as the model year subsequent to the year of your date of purchase.
- 3) This endorsement does not provide coverage for your auto if it is a temporary substitute for an auto described on the Coverage Selections Page, if it is a leased vehicle, or if it is a motorcycle, motor home, or trailer.
- 4) The total loss occurred within 12 months of the vehicle's purchase date.
- 5) The total loss occurred within the vehicle's first 15,000 miles as shown on the odometer.

Circumstances Under Which We Will Pay:

Under this endorsement we will make an additional payment for damage to your auto only if that damage is covered by the Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) sections of your policy and the amount of that damage is equal to or greater than the actual cash value of your auto at the time of the damage or loss. However, we will not make any payment under this endorsement for damage that is otherwise covered by the Comprehensive (Part 9) section of your policy if your auto is stolen or the damage is the result of fire or vandalism.

Additional Amount We Will Pay:

We may, at our discretion, either pay you the additional amount as described above, or replace your auto with such a new one, subject to your deductible. If a new auto of the same make and model is unavailable, we will pay you the difference between the actual cash value of your auto at the time of the damage or loss and the amount that you paid for your auto provided that you purchased it at market value.

Our liability for any loss will not exceed the MSRP of the vehicle of the same year, make, model, and equipment as the damaged vehicle.

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

B. Optional coverage that may be purchased if the eligibility guidelines below are met.

(Attach Endorsement PRAC Auto MA-105-04-08 when a vehicle is endorsed for this coverage)

At the option of the insured, this coverage may be purchased to pay an additional amount of damages amounting to the difference between the actual cash value of your auto at the time of the damage or loss and the cost at the time of the damage or loss of a new auto of the same make and model and having a similar body style and similar additional equipment as your auto. This coverage replaces the Replacement Cost Coverage under Section A of this rule above.

Eligibility:

- 1) Available for any new auto acquired by you during this policy period which costs \$50,000 or less and has never been previously titled.
- 2) The new auto must be designated by its manufacturer as the same model year as the year of your date of purchase of it or as the model year subsequent to the year of your date of purchase.
- 3) To qualify for this coverage you must ask us to insure your auto with this endorsement within thirty days after you take title. This coverage cannot be added or reinstated after that time.
- 4) This coverage, if continuously in-force from the original eligibility date, is eligible for purchase for any policy period beginning less than twenty-four months from the purchase date of your auto.
- 5) This endorsement does not provide coverage for your auto if it is a temporary substitute for an auto described on the Coverage Selections Page, if it is a leased vehicle, or if it is a motorcycle, motor home, or trailer.

Circumstances Under Which We Will Pay:

Under this endorsement we will make an additional payment for damage to your auto only if that damage is covered by the Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) sections of your policy and the amount of that damage is equal to or greater than the actual cash value of your auto at the time of the damage or loss. However, we will not make any payment under this endorsement for damage that is otherwise covered by the Comprehensive (Part 9) section of your policy if your auto is stolen or the damage is the result of fire or vandalism.

Additional Amount We Will Pay:

We may, at our discretion, either pay you the additional amount as described above, or replace your auto with such a new one, subject to your deductible. If a new auto of the same make and model is unavailable, we will pay you the difference between the actual cash value of your auto at the time of the damage or loss and the amount that you paid for your auto provided that you purchased it at market value.

Refer to Miscellaneous Rating Factors page for applicable charge.

**RULE 36. RESERVED FOR FUTURE USE**

**RULE 37. ACCIDENT FORGIVENESS COVERAGE**

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A. This coverage applies automatically if the following eligibility guidelines are met.  
(Attach Endorsement PRAC Auto MA-106-04-08 for this coverage.)

An adjustment will not be applied and the Excellent Driver Discount Plus will not be lost upon renewal of the policy due to an at-fault accident occurring while the policy is in force if all of the following conditions are met:

- a. the policy has an original effective date prior to 2/1/2011;
- b. the policy has been in force with Plymouth Rock Assurance for at least 48 months prior to the renewal effective date;
- c. as of the effective date of the policy, there is at least one experienced operator listed on the Coverage Selections Page and all experienced operators listed qualify for the Excellent Driver Discount Plus under the Merit Rating Plan;
- d. as of the effective date of the policy, all inexperienced drivers listed on the Coverage Selections Page as operators on the policy either have 0 Merit Rating Plan Operator Points or qualify for the Excellent Driver discount under the Merit Rating Plan;
- e. the at-fault driver and the vehicle involved in the at-fault accident were listed on the Coverage Selections Page;
- f. the at-fault accident claim was reported to the Company; and
- g. there are no other accidents currently being waived on the policy
- h. the at-fault accident was caused by an experienced driver on the policy.

Notes:

- If an additional at-fault accident occurs while an accident waiver is in effect, the subsequent accident will not be forgiven. However, the forgiveness of the initial at-fault accident will not be affected.
- Waived accidents are still considered for the purpose of applying other rules, including, without limitation, the Disappearing Deductible.

B. Optional coverage that may be purchased if the eligibility guidelines below are met.  
(Attach Endorsement PRAC Auto MA-106-04-08 when a vehicle is endorsed for this coverage.)

A surcharge will not be applied and the Excellent Driver Discount Plus will not be lost upon the next renewal of the policy due to the first occurrence of an at-fault accident if the following conditions are met:

- a. the policy has an original effective date prior to 2/1/2011;
- b. as of the effective date of the policy, there is at least one experienced operator listed on the Coverage Selections Page and all experienced operators listed qualify for the Excellent Driver Discount Plus under the Merit Rating Plan; for the purposes of determining whether the Excellent Driver Discount Plus is applied, waived accidents are not counted;
- c. as of the effective date of the policy, all inexperienced operators listed on the Coverage Selections Page either have 0 Merit Rating Plan Operator Points or qualify for the Excellent Driver discount under the Merit Rating Plan;
- d. the at-fault driver and the vehicle involved in the at-fault accident were listed on the Coverage Selections Page;
- e. the at-fault accident claim was reported to the Company;
- f. there are no other accidents currently being waived on the policy;
- g. the at-fault accident was caused by an experienced driver on the policy.

Note:

- If an additional at-fault accident occurs while an accident waiver is in effect, the subsequent accident will not be forgiven. However, the forgiveness of the initial at-fault accident will not be affected.
- Waived accidents are still considered for the purpose of applying other rules, including, without limitation, the Disappearing Deductible.

Refer to Miscellaneous Rating Factors page for applicable charge.

### **RULE 38. REWARDS PLUS ENDORSEMENT**

The Rewards Plus Endorsement provides increased limits for Bail Bonds, Loss of Earnings, Substitute Transportation, and Replacement Cost Coverage under Comprehensive, as well as the following additional coverages: Personal Digital Assistant Device Replacement, Laptop Computer Replacement, Personal Belongings Replacement, Child Car Seat Replacement, Pet Injury Coverage, Seat Belt/Air Bag Benefit, waiver of deductible under Glass Repair Coverage, Waiver of Collision Deductible, and expanded MYLES benefits.

The additional benefits and enhancements provided by this endorsement are available, at no additional premium, to vehicles covered under the Massachusetts Automobile Policy if the policy either:

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1. is issued to a member in good standing (at the time of loss) of a motor club that has been approved by Plymouth Rock Assurance Corporation; or
2. has been continuously in force with Plymouth Rock for at least 36 months immediately prior to the effective date of this policy term.

This endorsement will be added to each eligible new and renewal policy issued on or after June 30, 2011.

This endorsement does not apply to policies that have been assigned to Plymouth Rock Assurance Corporation by the Massachusetts Automobile Insurance Plan.

**SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES**

**RULE 39. MOTOR HOMES/CAMPER BODIES**

**A. Motor Homes**

Any motor vehicle originally designed or permanently altered as living quarters (including cooking, dining, plumbing or refrigeration facilities), and which is used exclusively for human habitation or camping purposes. This also includes pick-up trucks used solely to transport a camper body or other similar living quarters. A motor vehicle designed primarily to transport property which has been temporarily altered or equipped for human habitation shall not be deemed to be a motor home.

Refer to the Miscellaneous Motor Vehicles page under Motor Homes for rating methods and factors; for Parts 7, 8 and 9, refer to Rule 22 to determine rating symbol.

Class 15, Merit Rating, and Passive Restraint discounts and the factors in the Miscellaneous Motor Vehicles page apply when rating Motor Homes. No other premium adjustments, factors or discounts apply.

**B. Camper Bodies**

A pick-up truck used to transport a portable camper body or similar living quarters, but which is also used for other purposes should be rated, both pick-up and camper body, according to the otherwise regular use of the vehicle.

For Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) coverages, the vehicle should be rated as follows:

Symbolled Pick-Up

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the camper body to the value of the vehicle as determined in item 2.
4. Develop the premium according to the rating symbol determined in item 3 and the model year indicated in the rate section.

Non-Symbolled Pick-Up

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the camper body.
2. Based on the price developed in item 1 refer to Rule 22 to determine the symbol.
3. Develop the premium according to the symbol determined in item 2 and the model year indicated in the rate section.

Class 15, Merit Rating, and Passive Restraint discounts and the factors in the Miscellaneous Motor Vehicles page apply when rating Camper Bodies. No other premium adjustments, factors or discounts apply.

**NOTE:** All policies subject to this rule must contain the endorsement entitled Mobile Home Endorsement, MPY-0002-S.

**RULE 40. ANTIQUE MOTOR CARS AND ANTIQUE MOTORCYCLES**

Any motor vehicle or motorcycle registered as an antique or if not registered is over twenty-five years old which is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and which is not used primarily for the transportation of passengers or goods over any way, provided that the application for registration thereof is accompanied by an affidavit upon a form provided by the Registrar which shall include a statement of the age and intended use of such motor vehicle.

The Merit Rating Plan does not apply to vehicles described in this Rule.

Endorsement M-0047-S titled Antique Auto must be issued with the policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

The premium is subject to the Passive Restraint discount and the factors in the Miscellaneous Motor Vehicles page. No other premium adjustments, factors or discounts apply.

## **RULE 41. STATED AMOUNT COVERAGE**

### **Parts 7, 8, and 9**

A motor vehicle shall be insured on a stated amount basis when it can be clearly established that its value will produce an inadequate premium charge using normal rating procedures. In such case, the vehicle shall be rated as follows:

1. An appraisal shall be made at the time of application to establish the current market value of the vehicle. The insurer shall verify the accuracy of the appraisal.
2. Using the appraised value and the vehicle's model year, refer to Rule 22 to determine the symbol group. Obtain the stated amount rate from the Stated Amount Rate Page in this manual. Apply the rate obtained from this Stated Amount Rate Page to each \$100 of the appraised valuation. For Symbol 17 and above use the Symbol 17 rate.

Endorsement MPY-0027-S titled Stated Amount Coverage must be issued with the policy. This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule.

The premium is then calculated in accordance with Rule 11.

## **RULE 42. GOLFMOBILES AND LAWNMOWERS (MOTORIZED)**

Coverage for these vehicles is to be provided by a Personal Auto Policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

## **RULE 43. SNOWMOBILES**

A snowmobile is a motor vehicle designed for use principally on snow or ice using wheels or crawler-type treads or belts for locomotion across land, ice or snow. This does not include a vehicle using airplane-type propellers or fans.

Coverage shall be provided on a Personal Auto Policy without a Personal Injury Protection endorsement.

ISO Endorsement PP-03-20 titled Snowmobiles must be issued with the policy.

Refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

**NOTE:** a. Only Stated Amount Coverage is available.

- b. A snowmobile and trailer designed to be towed by the snowmobile shall be considered one unit for determining the deductible amount to any loss, provided said trailer is described in the schedule on the endorsement.

## **RULE 44. MOTORCYCLES, MOTORSCOOTERS, MOPEDS AND SIMILAR MOTOR VEHICLES**

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.50. The Merit Rating Plan adjustment (Merit Rating Plan Operator Points) assigned to an operator on a private passenger automobile insurance policy, if available, shall also be applied to the motorcycle policy, except that an operator with less than five years of motorcycle experience will not be eligible for the Excellent Driver Discount or the Excellent Driver Discount Plus (Merit Rating Plan code 98 or 99) and an operator with less than six years, but more than five years, of motorcycle experience will not be eligible for the Excellent Driver Discount Plus (Merit Rating Plan code 99). Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

Excellent Driver Discount and Excellent Driver Discount Plus

If there is more than one operator on a policy, the operators shall be assigned to the motorcycles in the order which produces the highest Combined Premium. The Combined Premium is the sum of the premium for Parts 1, 2, 4, 5, 7, 8 and 9 for the operator's classification, including the 25% discount for operators age 65 and over, and the operator's Merit Rating Plan Operator Points. Any motorcycles remaining after assignment of all operators shall be assigned the classification and Merit Rating Plan Operator Points producing the lowest Combined Premium for the listed operators. If an inexperienced operator is the only listed operator of the motorcycle on the policy, all motorcycles shall be assigned an inexperienced operator classification.

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Personal Injury Protection coverage for any operator or occupant of a motorcycle is excluded under the policy. The Personal Injury Protection premium in the rate pages must be charged for all motorcycles subject to the Compulsory Law. If Optional Bodily Injury to Others (Part 5) is purchased with guest occupants excluded, Endorsement M-0002-S titled "Guest Occupants Exclusion" must be issued with the policy.

The term "Motorcycle" shall include any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including any bicycle with a motor or driving wheel attached, except a tractor, a motorized lawnmower, a motor vehicle designed for the carrying of golf clubs and not more than four persons, an industrial three wheel truck, or a motor vehicle on which the operator and passengers ride within an enclosed cab.

These vehicles shall be classified on the basis of cubic centimeter displacement in accordance with the following groups and written at the rate shown on the Rate Sheets.

Group A - Cubic Centimeter Engine Displacement of 100 or less.

Group B - Cubic Centimeter Engine Displacement of 101-350.

Group C - Cubic Centimeter Engine Displacement of 351-650

Group D - Cubic Centimeter Engine Displacement over 650

**Fire** - See rate section.

**Theft** - See rate section.

**Comprehensive** - See rate section.

**Collision** - See rate section.

**Limited Collision** - See rate section.

**Substitute Transportation** – See Miscellaneous Rating Factors page.

**Towing and Labor** – See Miscellaneous Rating Factors page.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule, shall be eligible for a 25% discount if the experienced operator has attained age 65, or older. The discount applies to all Parts.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 10% discount if the principal operator has completed an approved motorcycle rider training program. The discount applies to Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12. Refer to the Miscellaneous Motor Vehicles Page for a list of approved sites.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a 20% discount if the motorcycle is equipped with a Vehicle Recovery System which falls under Category IV of the Anti-Theft Device Standards and Discounts, as defined in Rule 54. This discount is applicable to Comprehensive coverage or other combinations of specified perils which afford Theft coverage.

Coverage for vehicles rated in accordance with this Rule and not subject to the Compulsory Law shall be provided on a Personal Auto Policy without a Personal Injury Protection Endorsement.

#### **RULE 45. AGREED AMOUNT COVERAGE - COMPREHENSIVE**

At the option of the policyholder, Comprehensive (Part 9) coverage may be written to provide that in determining the actual cash value of a motor vehicle to be insured, no deduction shall be made to reduce the value of the vehicle to less than the agreed value in the event of loss. "Agreed value," means the value of the vehicle as determined by agreement between the insurer and the policyholder. As a condition to this coverage, the insurer shall be permitted to inspect the vehicle at the time of application. The vehicle shall be rated as follows:

1. An appraisal is to be made to establish the current market value of the vehicle. The cost of appraisal shall be borne by the policyholder.
2. Refer to Rule 22 to determine the appraised value symbol group.
3. Obtain the stated amount rate from the Rate Page Section of the Manual.
4. Apply the rate obtained to each \$100 of valuation.
5. Multiply the premium obtained in (4) above by the factor of 110%.

Endorsement MPY-0034-S titled "Agreed Amount Coverage - Comprehensive" must be issued with the policy.

This rating procedure is not available for antique automobiles which qualify under the Antique Motor Car Rule. The premium is then calculated in accordance with Rule 11.

#### **RULE 46. EXCESS ELECTRONIC EQUIPMENT COVERAGE**

Coverage for loss or damage to any electronic equipment that reproduces, receives or transmits audio, visual or data signals, is excluded under the Massachusetts Automobile Insurance Policy, unless the electronic equipment has been

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permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. However, electronic equipment which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment is covered up to \$1,000. Coverage in excess of \$1,000 is available.

1. Determine the value of the equipment, including installation, in excess of \$1,000
2. The rate charged is a flat rate and is not subject to any discount, other than that applicable to Class 15.
3. Endorsement MPY-0041-S, "Excess Electronic Equipment Coverage," must be issued with the policy.

Refer to the Miscellaneous Rating Factors page for premium charges.

**RULE 47. CUSTOMIZED VANS AND PICK-UPS**

Coverage for loss or damage to customizing equipment located in or upon a pick-up or van is excluded under the Massachusetts Automobile Insurance Policy. Collision, Limited Collision and Comprehensive coverage for customizing equipment is available for any pick-up or van insured under the policy for Collision (Part 7), Limited Collision (Part 8), or Comprehensive (Part 9) by attaching Endorsement MPY-0037-S, Coverage for Customized Vans and Pick-Ups and adding the value of the customized equipment to the value of the vehicle.

The vehicle should be rated as follows:

**A. Symbolled Pick-Up or Van**

1. Obtain the rating symbol from the Symbol and Identification Section.
2. Match the rating symbol with the appropriate price table in Rule 22. The value of the vehicle is the higher price displayed in the price range for the corresponding symbol.
3. Develop the revised rating symbol by adding the value of the customized equipment to the value of the vehicle as determined in Item 2.
3. Develop the premium according to the rating symbol determined in Item 3 and the model year indicated in the rate section.

**B. Non-Symbolled Pick-Up or Van**

1. Determine the FOB List Price or Purchase Price, whichever is higher, and include the value of the customized equipment.
2. Based on the price developed in Item 1, refer to Rule 22 to determine the symbol.
3. Develop the premium according to the symbol determined in Item 2 and the model year indicated in the rate section.

The premium is then calculated in accordance with Rule 11.

**RULE 48. ORIGINAL EQUIPMENT MANUFACTURER PARTS COVERAGE**

(Attach Endorsement PRAC Auto MA-107-04-08 for this coverage)

Coverage Parts 7, 8, 9

Coverage for payment of an amount necessary to replace damaged crash parts of an auto with parts manufactured or licensed by the original equipment manufacturer is automatically provided for autos with less than 20,000 miles. Crash parts are defined to be sheet metal or plastic parts that constitute the visible exterior of the vehicle excluding glass and mechanical parts.

Eligible autos are private passenger automobiles as defined in Rule 27 which are insured for Collision, Limited Collision or Comprehensive coverage, and which are up to 10 model years old. For purposes of this rule, July 1 shall be considered the date at which model years age. For example, a model year 2007 vehicle will be new on July 1, 2006. It will be one model year old on July 1, 2007, two model years old on July 1, 2008, etc. It will be 10 model years old on July 1, 2016.



## SECTION IV - NON-OWNED AUTOMOBILES

### **RULE 49. NAMED NON-OWNER POLICY**

A policy may be written, at the option of the company, to insure a named individual who does not own an auto but drives borrowed or rented autos. The policy may also provide coverage for family members. Use the approved Personal Auto Policy PP 00 01 and the Named Non-Owner Coverage Endorsement PP 03 22.

The following rates apply:

#### **Bodily Injury Liability, Property Damage Liability, Medical Payments**

If the exclusions for vehicles furnished or available for regular use apply:

Charge 40 % of the applicable Parts 1, 4, 5 and 6 rates to provide coverage for a named individual.

Charge 60% of the applicable Parts 1, 4, 5 and 6 rates to provide coverage for a named individual and family members.

If the exclusions for vehicles furnished or available for regular use do not apply:

Charge 60% of the applicable Parts 1, 4, 5 and 6 to provide coverage for a named individual.

Charge 80% of the applicable Parts 1, 4, 5 and 6 rates to provide coverage for a named individual and family members

#### **Uninsured Motorists and Underinsured Motorists**

Charge the applicable Part 3 and Part 12 private passenger rates.

No other premium adjustments, factors or discounts apply to the calculation of premium for a Named Non-owner Policy.

### **RULE 50. USE OF OTHER AUTOMOBILES**

A policy may be extended to provide coverage for an individual who owns an auto but also drives borrowed or rented autos. The policy may also be extended to provide coverage for household members.

Endorsement M-0051-S, Use of Other Automobiles-Vehicles Furnished or Available For Regular Use may be used to cover vehicles furnished or available for regular use except vehicles furnished for use as public or livery conveyances.

Endorsement M-0052-S, Use of Other Automobiles-Vehicles Furnished or Available For Use as Public or Livery Conveyances may be used to cover non-owned public or livery conveyances. Primary insurance must be in effect for these vehicles.

The following rates apply for Damage To Someone Else's Property (Part 4), Optional Bodily Injury To Others (Part 5), and Medical Payments (Part 6):

#### 1. Vehicles Furnished or Available For Regular Use Except Public or Livery Conveyances

- A. No Primary Insurance - 90% of the applicable Private Passenger rate for an individual and 100% for individual and household members.
- B. Primary Insurance - 12% of the applicable Private Passenger rate for an individual and 13% for individual and household members.
- C. If the Named Individual is in the business of selling, servicing, repairing or parking autos and there is no insurance afforded on a primary basis, the applicable exclusion may be eliminated and the rate to be changed shall be 100% of the applicable private passenger rate.

#### 2. Vehicles Furnished or Available For Use As Public or Livery Conveyances

50% of the applicable Private Passenger rate for an individual and 60% for an individual and household members.

Physical Damage Coverages

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A policy providing Collision (Part 7), Limited Collision (Part 8) or Comprehensive (Part 9) coverages may be extended to provide these coverages for non-owned private passenger autos furnished or available for regular use to the named individual other than for use as a public or livery conveyance.

The premium for these coverages shall be the applicable private passenger class, symbol 5 and the latest model year shown in the manual for the territory in which the named individual resides.

No other premium adjustments, factors or discounts apply to the calculation of premium for Use of Other Automobiles.

**RULES 51 - 53. RESERVED FOR FUTURE USE**

**SECTION V - SUPPLEMENTAL INFORMATION**

**RULE 54. ANTI-THEFT DEVICE STANDARDS AND DISCOUNTS**

RULES REGARDING REDUCTIONS IN PREMIUM CHARGES FOR PRIVATE PASSENGER MOTOR VEHICLES AND CERTAIN COMMERCIAL MOTOR VEHICLES EQUIPPED WITH AN ANTI-THEFT MECHANISM AND VEHICLE RECOVERY SYSTEMS

**1. Eligibility**

This rule is applicable to:

Private Passenger Automobiles as defined in Private Passenger Definition in this Private Passenger Manual.

**2. Coverages**

This discount is applicable to the Comprehensive coverage or other combination of specified perils which afford Theft coverage.

**3. Discounts Applicable**

The following discounts are to be applied:

<b>Vehicles Qualifying for</b>	<b>Discount</b>
Category I	5%
Category II	15%
Category III	20%
Category IV	20%
Category IV, plus Category I	25%
Category IV, plus Category II	30%
Category IV, plus Category III	35%
Category V	25%
Category V, plus Category I	28%
Category V, plus Category II	32%
Category V, plus Category III	36%

**4. Definitions**

As used in this regulation, the following words shall mean:

“Passive” describes an anti-theft device or system which is activated automatically when the operator turns the ignition key to the off position.

“Alarm,” except where otherwise specified, means horn, bell, siren or other sounding device which is audible at 300 feet.

“Tubular” describes a type of lock whose key is cylindrically shaped and which has at least 50,000 combinations.

“Electronic lock or keyless device” is an electronic coding device which must have more than 10,000 combinations. The combination used to unlock the device can be entered through a keyboard or similar data entry device or by means of a remote control device.

**5. General**

Stickers identifying the particular anti-theft system installed may not be attached to the car unless specifically permitted in these rules.

If two or more qualifying devices are attached to a vehicle, the total discount shall be that applicable to the device meeting standards for the highest discount. If one of the qualifying devices is a Category IV device, the applicable discount shall be calculated as stated in Item 4. Discounts Applicable.

Insurers may require reasonable evidence of installation of any anti-theft device but may not refuse to grant a discount to a qualifying device solely on the grounds that it was installed by the owner of the auto.

**Categories Defined**

**Category I**

Devices qualifying in this category receive 5% discounts.

**(a) Ignition or Starter Cut-Off Switch in Combination with Flush or Tapered Door Lock Buttons**

This device is an ignition cut-off switch (sometimes called a “kill switch”) or a starter cut-off switch which is inserted into the ignition wiring of an auto. The switch is tripped upon leaving the auto and must be switched back in order to start the auto.

The switch must be installed so that it is not visible from the driver’s position when the driver is seated. In addition, the vehicle must contain flush or tapered door lock buttons on all doors.

A sticker may identify the presence of this system.

**(b) Ignition or Starter Cut-Off Switches**

Such ignition or starter cut-of switches either must be designed so that the wires leading from the switch to the engine compartment are protected by armored tubing or cable, or operate passively.

**(c) Non-Passive, Externally-Operated Alarm**

This is a non-passive warning alarm which is installed in an auto and can be set to go off if any door, the trunk or the hood is opened without first turning off the alarm by use of a key inserted in a lock mounted on the outside of the auto.

**(d) Internally-Operated Alarm Not Meeting Category II or Category III Criteria**

This is an alarm system which is activated from within the vehicle but which does not meet all the criteria found in Section (5.3) (a) or Section (5.4)(a); alarm must be triggered by entry of doors, hood or trunk.

**(e) Steering Column Armored Collar**

This is a device similar to an oversized padlock which clamps on the steering column over the ignition lock and prevents access to it. This device, upon being locked, prevents the vehicle from being started, or if the auto is hot-wired and started, the device prevents it from being steered. No part of the device, when not in operation, is attached to the steering column. A sticker may identify the presence of this device.

**(f) Steering Wheel Removal Lock**

This device prevents steering movement of the vehicle from a parked position. This is a high security steering wheel lock assembly manufactured of hardened steel components, which allows removal of the steering wheel from the vehicle. The assembly is permanently attached to the vehicle’s steering column and is located between the column and the steering wheel. Operation of the lock is controlled by a high security configured key. Unlocking the assembly will permit removal of the steering wheel from the vehicle. A fitted security plate is then inserted onto the lock assembly in place of the steering wheel and the lock’s security key is then removed. Re-attachment of the steering wheel onto the lock assembly requires use of the security key to first remove the fitted security plate and then to attach the steering wheel. The security key can be removed from the lock assembly only after either the security plate or steering wheel have been locked into place.

**Category II**

Devices qualifying in this category receive 15% discounts.

**(a) Internally-Operated Alarm Systems Not Meeting Category III Criteria**

This is an alarm system which is activated from within the auto but which does not meet all the criteria in Section (5.4)(a). The ignition must be automatically cut off, or the starter must be disconnected automatically. The alarm must be triggered by entry of doors, hood or trunk.

**(b) Non-Passive Fuel Cut-Off Device**

This is a shut-off device which operates to block the fuel line when a switch is tripped or when the device is engaged by a key. The switch to open or shut off the fuel line must be well hidden from view.

**(c) Non-Passive Steering Wheel Lock**

This device prevents the steering wheel from turning. A steel collar and barrel, into which the shackle of a lock fits, are permanently attached to the steering post. The shackle, made of case-hardened alloy steel, fits over the

steering wheel spoke and into the barrel. A tubular key operates the lock. The collar, barrel and shackle must resist cutting with a file. A sticker may identify the presence of this system.

**(d) Armored Cable Hood Lock and Ignition Cut-Off Switch**

This system is one which meets all the criteria of Section (5.4)(f)(1) except paragraph (a). Armor must be similar to that used in outdoor telephone booths; it must extend through firewall and be secured so as to prevent retraction.

**(e) Window Identification System**

A window identification is one in which identification letters and/or numbers are etched by sandblasting, chemical process or other permanent marking into all the windows of the vehicle other than the small vent window.

Provision must be made for immediate telephone identification of the owner of the vehicle any time of day or night.

A sticker may identify the presence of this identification system.

**(f) Emergency Handbrake Lock**

This device prevents the release of the emergency handbrake. The lock replaces the handbrake grip, and is permanently attached to the handbrake lever. The lock encasement must be all metal construction. The lock is released by entering a preset digital combination. A sticker may identify the presence of this device.

**(g) Car Transmission Lock**

The device prevents the vehicle from moving from a parked position by locking the gear shift. A steel encased lock is permanently attached to the floor of the vehicle by a steel stand. The shackle, made of case hardened alloy steel, fits around the gear shift and is inserted into the lock. The device must have a high security locking system with at least 50,000 combinations. The lock, shackle and stand must resist cutting and filing.

A sticker may identify this system.

**Category III**

Devices qualifying in this category receive 20% discounts.

**(a) Passive Alarm System** - This is an alarm system meeting the following criteria:

- (1) Ignition must be cut off automatically, or starter must be disabled automatically.
- (2) Alarm must be triggered by entry of doors, hood or trunk.
- (3) Hood must not open unless unlocked from inside the vehicle by a key, or by an electronic keyless device.
- (4) Alarm must sound for no more than eight minutes, and upon ceasing to sound, must reset itself.
- (5) Alarm must not emit a pulsating, whooping, or yelping sound which would cause it to be mistaken for the modern police, fire or other emergency vehicle siren.
- (6) Alarm must be installed in the engine compartment so as to be inaccessible without opening the hood.
- (7) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a tubular lock or electronic keyless device must be used. The maximum time delay permitted to disarm the system after re-entry is twenty seconds.

**(b) Passive Fuel Cut-Off Device**

This fuel cut-off device is engaged by turning the ignition key to the off position. The driver must trip a switch to open the fuel line each time the car is started. This device must meet the following criteria:

- (1) The fuel line must be blocked when the power is off.
- (2) The switch to open the fuel line must be well hidden from view, but accessible to the driver from the driver's seat. In the alternative a tubular key or an electronic keyless device may be used.
- (3) A parking/service attendant override switch may be provided. It must be well hidden from view. It must not be accessible from the passenger compartment; alternatively, if the override switch is accessible from

the passenger compartment, a warning buzzer must sound (or the operator must be distracted in some other way) while the engine is running and the override switch engaged. If the buzzer is disconnected, it must result in disconnection of the entire anti-theft system.

(4) Any under-the-dash wiring installed in connection with this device must blend in color with factory-installed wiring.

**(c) Armored Ignition Cut-Off Switch**

This device is a kill switch designed to resist tampering. To prevent hot-wiring of the auto, a protective cap is attached to the coil or starter solenoid. Such devices must meet the following criteria:

(1) Armored cable must run from a separate key to the coil, starter solenoid, or other engine component. Such cable must be similar to that used in outdoor telephone booths, collapse when cut, and preclude quick reconnection of the cut wire inside; alternatively, some other effective means of preventing defeat of the system by cutting the armored cable must be employed.

(2) The device must prevent hot-wiring of the car.

(3) A separate lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

**(d) Passive Multi-Component Cut-Off Switch**

This device is a kill switch activated when the ignition key is turned to the off position. It is designed to prevent hot-wiring of the auto. Such device must meet the following criteria:

(1) The primary wire to the ignition coil must be disconnected.

(2) The device must disconnect the starter.

(3) One or more wires to the electronic ignition system, or to the points and condenser must be disconnected and grounded to the chassis.

(4) The wiring must blend with factory-installed wiring, and the disconnecting/grounding wires must be routed to random points in the electrical system away from the components they affect.

(5) The control module, if separate from the electronic locking mechanism, must be hidden in the engine compartment or other part of the car so that it is not easily detectable.

(6) In order to start the car, a lock or electronic device must be used to deactivate the system. The lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

**(e) Passive Time Delay Ignition System**

This is a device which allows the car to start only if the operator waits a prescribed time, which must vary from device to device in a range of three to twenty seconds, before moving the ignition key from "On" to "Start". If the auto does not start, the operator must be required to wait at least ninety seconds before the device can be operated successfully on a subsequent try.

The device must be resistant to tampering; for example, if it is forcibly removed, reconnection of the electrical system must not be possible with a hot-wire device. Alternatively, the device must be installed with a hood lock operated by a tubular key.

**(f) Armored Cable or Electrically Operated Hood Lock and Ignition Cut-Off Switch**

This is a supplemental hood lock operated from within the auto which also cuts off the ignition when engaged. Such devices must meet the following criteria:

**(1) Armored Cable Hood Lock**

(a) The hood lock cable must be armored by case hardened solid steel tubing designed to resist cutting; tubing must extend through firewall and be secured so as to prevent retraction. Otherwise, an alarm meeting the criteria of Section (5.3)(a) must be installed.

(b) The system must be engaged by a push button or other device which facilitates use. The push button or other device must be installed within reach of driver when seated.

(c) No portion of the hood lock cable may be accessible so that it could be grasped from underneath the car; and, if accessible through the grillwork, armor must extend to the locking mechanism.

**(2) Electrically Operated Hood Lock**

(a) The hood lock is electrically operated and functions so that it remains locked even if the wiring operating the hood lock is cut.

(b) The system must be engaged passively by turning the ignition key to the off position. To disarm the system a separate key or electronic keyless device must be used.

(c) If the hood lock can be reached through the grillwork or from underneath the car, the hood lock must be shielded or armored so that it cannot be manually operated. The locks controlling the devices must be of tubular type or operate electronically.

**(g) Passive, Delayed Ignition Cut-Off System**

This electronic system disables the ignition circuit at a preset engine speed such that the engine cannot be restarted or hot-wired. Such device must meet these criteria:

(1) The ignition must cut off automatically as soon as the engine reaches a speed in the range of 1,500 to 2,000 RPM.

(2) The system must be automatically armed when the ignition key is turned to the off position.

(3) A push button or other type of disarm switch must be well hidden from view. The wiring must blend with factory-installed wiring if placed under the dash. In the alternative, a tubular key or an electronic keyless device may be used.

(4) An alarm or horn shall be actuated at the same time the ignition is disabled.

(5) If a parking/service attendant switch is provided, a buzzer must sound all the time the engine is running. The switch must be hidden in a remote place.

**(h) Passive Ignition Lock Protective system**

This is a case hardened steel, protective cap which fits over the ignition lock so as to prevent extraction of the ignition lock cylinder. The cap fastens to a steel collar which fits around the steering post and over the ignition lock. The ignition key fits through a slot in the cap.

A sticker may identify the presence of this system.

**(i) High Security Ignition Replacement Lock**

This is a high security, case hardened steering column ignition lock, conforming to NHTSA Standard No. 1141, which cannot be removed using a conventional slide hammer or lock puller equipment.

A sticker may identify the presence of this system.

**(j) Hydraulic Brake Lock**

This is a dash-mounted device which, when activated and pressurized with the brake pedal, maintains hydraulic pressure on the brakes at two or more of a vehicle's wheels so that the vehicle cannot be driven. The device must have a high security locking system with at least 50,000 combinations and a lock which cannot be pulled using a conventional slide hammer or lock puller equipment.

**Category IV**

Devices qualifying in this category receive 20% discounts.

**Vehicle Recovery System**

This is an electronic unit installed in a vehicle that is activated after that vehicle is stolen. When activated, the device provides information to law enforcement officials or another public or private entity regarding the vehicle's location.

The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle.

### **Category V**

Devices qualifying in this category receive 25% discounts.

### **Vehicle Recovery System with Unauthorized Movement Notification**

This is an electronic unit installed in a vehicle that is activated after that vehicle is moved without authorization. When activated, the device provides information to law enforcement officials or another public or private entity regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle. Additionally, the device must provide personalized notification to the owner of a vehicle (or his or her authorized user) in the event of a potentially unauthorized movement of the owner's vehicle. Personalized notification shall mean notification delivered directly to the owner or his or her authorized user via automated communication, which is available beyond the proximity of the vehicle itself, to one or more devices designated in advance by the owner or his or her authorized user, such as to the owner's home telephone, mobile phone, electronic mail service, or wireless text messaging service. If maintaining the system in effect requires the payment of a service fee, insureds must provide the insurer reasonable confirmation of the coverage.

### **RULE 55. PRE-INSURANCE INSPECTION PROGRAM**

The Commissioner of Insurance promulgated regulation 211 CMR 94.00, Pre-Insurance Inspection of Private Passenger Motor Vehicles, to be effective July 24, 2009. For specific details about the Program, refer to the regulation.

The provisions of this Rule 55 shall be applied uniformly and without regard to whether the applicable motor vehicle is to be insured under a policy that was written on a voluntary basis or is to be insured under a policy that was assigned to the company by the Massachusetts Automobile Insurance Plan.

### **Eligibility**

Unless specifically exempted or waived, all private passenger motor vehicles and pick-ups or vans having a gross vehicle weight up to 10,000 pounds are required to be inspected by an insurer prior to the issuance of physical damage coverages by the insurer.

### **Exemptions to Inspection Requirement**

An inspection shall not be required if:

1. The motor vehicle is a new, unused motor vehicle from a franchised automobile dealership where the insurer is provided with either: a copy of the bill of sale which contains a full description of the motor vehicle, including all options and accessories; or a copy of the RMV Form 1 provided by the Registry of Motor Vehicles, which establishes the transfer of ownership from the dealer to the customer and a copy of the window sticker or the dealer invoice showing the itemized options and equipment in addition to the total retail price of the vehicle.
2. The applicant has been insured for three years or longer, without interruption, under a motor vehicle liability policy or policies which include(s) physical damage coverage, issued by the insurer to which the application is submitted; or any applicant involuntarily transferred to another insurer due to the applicant's original insurer's withdrawal from the Commonwealth if the applicant otherwise qualifies under this regulation.
3. An inspection is waived by the insurer.
4. Any private passenger motor vehicle not owned by the applicant, which is used by the applicant, with the permission of the owner, as a temporary substitute due to breakdown, repair, servicing, loss or destruction of the applicant's own motor vehicle.
5. A motor vehicle which is leased less than six months, provided the insurer receives the lease or rental agreement containing a description of the leased motor vehicle, including its condition.
6. When requiring an inspection would cause a serious hardship to the insurer or the applicant and such hardship is documented in the applicant's policy record.
7. When the insurer has no inspection facility or authorized representative either in the city or town in which the motor vehicle is principally garaged or within five miles of said city or town.

### **Waiver of Inspection**



An inspection may be waived if:

1. The motor vehicle is ten or more model years older for all policies issued or renewed during the current calendar year.  
  
Example: For policies issued or renewed during calendar year 2005, inspection of all 1995 and older model year vehicles may be waived.
2. A non-owned vehicle is insured under a policy providing physical damage coverage issued by an insurer which has inspected such motor vehicle in accordance with the provisions of this regulation.
3. A producer is transferring a book of business from one insurer to one or more insurers.
4. An individual applicant's coverage is being transferred by an independent insurance producer to a new insurer and said producer provides the new insurer with a copy of the inspection report completed on behalf of the previous insurer, provided the independent producer represents both insurers, and the insured vehicle was physically inspected by the previous insurer. However, if the new insurer does not receive a copy of the inspection report sixty days prior to the first annual date, the insurer must, upon renewal of the physical damage insurance, require an inspection.
5. When a motor vehicle is insured for physical damage on the applicant's expiring Massachusetts Automobile Insurance Policy, or when a copy of a prior Pre-insurance Inspection is provided.
6. When the applicant has been a customer of the producer for at least three years under a Massachusetts Automobile insurance Policy which included physical damage coverage.
7. When the applicant had physical damage coverage on the vehicle on the prior policy term with no lapse in coverage

#### **Deferral of Inspection**

An insurer may defer an inspection for ten calendar days (not including legal holidays and Sundays) following the effective date of coverage on new business and on additional or replacement vehicles to an existing policy, if an inspection at the time of the request for coverage would create a serious inconvenience for the applicant.

Whenever an inspection is deferred, the Notice of Mandatory Pre-Insurance Inspection Requirement (Form B) or the Acknowledgment of Requirement for Pre-Insurance Inspection (Form D) must be used in accordance with the Regulation.

If an inspection is not conducted within the ten day deferral period, physical damage coverage is automatically suspended on the day following the ten day deferral period.

Coverage may be reinstated to be effective at the time of inspection or, in accordance with the Regulation, the Notice of Suspension of Physical Damage Coverage (Form C) must be used.

#### **Inspection Procedures**

Inspections required or permitted shall be made by a designated authorized representative of the insurer at a time and place reasonably convenient to the applicant.

The inspection shall be recorded on the prescribed Motor Vehicle Pre-Insurance Inspection Report (Form A) and include appropriate photos as required under the Regulation.

The insurer must retain the original report and photographs for three years except as provided by the Regulation.

The insurers shall maintain an up-to-date list of all its authorized representatives and inspection sites.

#### **RULE 56. MERIT RATING PLAN**

The following summary is a general overview of the Merit Rating Plan and its impact on underlying rates.

##### **Operator Points/Experience Period**

Each listed operator on a policy is assigned an Operator Adjustment Factor based on the operator's driving history record, as per the Merit Rating Board. The Operator Adjustment Factor is the factor applied to the otherwise applicable rate which reflects the number, type, and age of incidents during the Policy Experience Period. The Factor is either the Excellent Driver Factor, awarded to operators with Incident-Free Periods of more than five but less than six years, the Excellent Driver Plus Factor, awarded to operators with Incident-Free Periods of at least six years, or

the factor corresponding to the number of points determined for the driver. The Experience Period is the six year period immediately preceding the effective date of the policy. The operator points will range from 0 to 45. The Merit Rating Board will compute and report to the Insurer the total number of operator points for each listed operator.

#### Accident Forgiveness

Accidents used in the computation of the Operator Adjustment Factor will not include those that have been forgiven, consistent with Rule 37 – Accident Forgiveness.

#### Operators New to Massachusetts

If an application for insurance indicates that an operator new to Massachusetts was licensed outside of Massachusetts within the last six years or such operator is being added to an existing policy, the operator's Policy Experience Period will begin as of the effective date of that policy until the company receives an authorized inquiry response from the Merit Rating Board indicating the operator's driving history record.

If an operator's Motor Vehicle Report (MVR) is electronically available, the company will be responsible for obtaining it from the state or country where the operator was licensed. Driving history on MVRs obtained from more than one state or country must be combined by the company and considered as one report. An acceptable MVR must have three years or more driving history, unless the operator has been licensed less than three years. If there are no motor vehicle violations or at-fault accidents shown on the MVR, the company must submit an Merit Rating policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's MVR with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's points.

If an MVR is not electronically available, the operator's Policy Experience Period will begin as of the effective date of the policy until the company receives an authorized inquiry response from the Merit Rating Board with the operator's actual operator points. The operator may obtain an official driving record or a record from a previous insurer and submit it to the company. If the driving record is not in English, a translation certified as true and correct by the translator must be obtained by the operator and attached to the driving record submitted to the company. An acceptable driving record must have three or more years driving history, unless the operator has been licensed less than three years. If there are no motor vehicle violations or at-fault accidents shown on the operator's record, the company must submit a Merit Rating policy inquiry to the Merit Rating Board in compliance with its Administrative Procedures. An operator's record with motor vehicle violations or at-fault accidents must be submitted to the Merit Rating Board. The Merit Rating Board will determine the operator's points.

#### Classification of Operator points

Merit Rating Plan Operator Points are assigned as follows:

Minor traffic law violation	2 points	Major at-fault accident	4 points
Minor at-fault accident	3 points	Major traffic law violation	5 points

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

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

#### Calculation of Premium Adjustment

The Merit Rating Plan adjustment factor is applied to Compulsory Bodily Injury (Part 1), PIP (Part 2), Property Damage (Part 4), Optional Bodily Injury (Part 5), Collision (Part 7) and Comprehensive (Part 9).

The adjustment factor varies based on the coverages to which it is applied as well as on the operator's years of driving experience and points. The Merit Rating adjustment factors are shown in the Rate Pages section.

Total Merit Rating Plan Operator points are based on the Incident Free Period. When the Incident Free Period is less than or equal to three, the total number of Operator Points applicable to the operator shall be the sum of the operator points identified for each Incident in the Policy Experience Period. When the Incident Free Period is greater than three and the total number of Incidents in the most recent five years of the Policy Experience Period is three or less, the Operator Points applicable to each incident shall be reduced by one and the total number of Operator Points applicable to the Operator shall be the sum of those reduced Operator points. In no event shall the Operator points for any single incident be reduced below zero.

#### Assignment of Operators to Vehicles

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

**RULE 57. SURETY BOND RULES AND RATES**

1. The rates for Motor Vehicle Surety Bonds shall be 10% of the Statutory (Compulsory) Rates for Motor Vehicle Liability Insurance Policies.
2. No Motor Vehicle Surety Bonds shall be issued unless or until the applicant (owner) has furnished collateral equal to at least 120% of the highest amount of losses incurred in any one year of the most recent five-year experience period. If the experience is not available for the five preceding years, the applicant must satisfy the company that he is able to pay any judgment to the extent of \$40,000 for each motor vehicle to be covered. The minimum premium for a motor vehicle liability bond for Statutory (Compulsory) coverage shall be \$25.
3. The classifications for Motor Vehicle Surety Bonds shall be the same as for Motor Vehicle Liability Insurance Policies.
4. Motor Vehicle Liability Bonds executed on and after January 1, 1971, shall contain, as part of the recitals required by G.L. Chapter 90, Section 34A, the appropriate provisions of St. 1970, Chapter 670, Section 2 and St. 1971, Chapter 978. The term "insurer" as used in these statutes shall include the "obligor" under any Motor Vehicle Liability Bond so executed.

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**PRIVATE PASSENGER ENDORSEMENTS**  
**ALPHABETICAL INDEX**  
**JUNE 1, 2008**

<b><u>TITLE</u></b>	<b><u>AIB FORM NO.</u></b>
Accident Forgiveness	PRAC Auto MA-106-07-09
Agreed Amount - Comprehensive	MPY-0034-S (Ed. 01-83)
Antique Auto	M-0047-S (Ed. 04-08)
Commonwealth of Massachusetts Employees Using Autos They Do Not Own in the Course of Their Employment	M-0069-S (Ed. 01-80)
Charitable Group Discount Endorsement	PRAC Auto MA-108-05-08
Conditional Premium and Coverage Endorsement	M-0101-S (Ed. 01-92)
Coverage for Anyone Renting An Auto To You	M-0070-S (Ed. 01-90)
Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
Deductible Dollars	PRAC Auto MA-103-07-10
Excess Electronic Equipment Coverage	MPY-0041-S (Ed. 04-08)
Federal Employees Using Autos They Do Not Own In The Course of Their Employment	M-0049-S (Ed. 01-77)
\$100 Glass Deductible	MPY-0039-S (Ed. 04-08)
Guest Occupants Exclusion	M-0002-S (Ed. 04-08)
Massachusetts Mandatory Endorsement	M-0099-S (Ed. 04-07)
Mobile Home Endorsement	MPY-0002-S (Ed. 01-77)
MYLES Endorsement	PRAC MA-102-04-08
Non-Renewal of Policy - Motorcycles, Recreational Vehicles and Trailers	M-0103-S (Ed. 04-08)
Operator Exclusion Form	M-0106-S (Ed. 014-08)
Optional Replacement Cost Coverage	PRAC Auto MA-105-04-08
Original Equipment Manufacturer Parts Coverage	PRAC Auto MA-107-04-08
Other Optional Insurance - Combined Additional Coverage	MPY-0031-S (Ed. 01-89)
Other Optional Insurance - Fire, Lightning and Transportation	MPY-0028-S (Ed. 01-89)
Other Optional Insurance - Theft	MPY-0029-S (Ed. 01-89)
Premium Package Endorsement	PRAC MA-110-12-10
Replacement Cost Coverage	PRAC Auto MA-104-04-08
Restriction of PIP for Employers Subject to the Massachusetts Workers' Compensation Act	M-0063-S (Ed. 01-88)
Rewards Plus Endorsement	PRAC MA-111-03-11
Stated Amount Coverage	MPY-0027-S (Ed. 04-08)
Substitute Transportation Coverage	M-0105-S (Ed. 01-01)
Suspension of Coverage-Reduction of Limits	MPY-0032-S (Ed. 04-08)
Transportation of Fellow Employees, Students or Others	M-0004-S (Ed. 01-88)
Trust Endorsement	M-0107-S (Ed. 01-06)
Use of Other Autos Vehicles Furnished or Available for Regular Use	M-0051-S (Ed. 04-08)
Use of Other Autos Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S (Ed. 04-08)
Waiver of Deductible Endorsement	MPY-0016-S(Ed.04-08)

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
 PLYMOUTH ROCK ASSURANCE CORPORATION  
**PERSONAL AUTO FORMS INDEX**  
**(MASSACHUSETTS)**  
 Approved for Use January 1, 2006  
 For Vehicles Not Subject to the Compulsory Law

<b>Form Title</b> <b><u>Policy</u></b>	<b>Form Number and <u>Edition</u></b> <b><u>Date</u></b>
PERSONAL AUTO POLICY	PP 00 01 01 05
AMENDMENT OF POLICY – MASSACHUSETTS	MP 00 99 11 01
<b><u>Endorsements</u></b>	
ADDITIONAL INSURED – LESSOR	PP 03 19 08 86
AUTO LOAN/LEASE COVERAGE	PP 03 35 09 93
CERTIFICATE OF INSURANCE – TRUSTS	PP 03 33 06 98
CHANGE ENDORSEMENT	PP 03 10 08 86
COVERAGE FOR DAMAGE TO YOUR AUTO (MAXIMUM LIMIT OF LIABILITY)	PP 03 08 06 94
COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT	PP 13 01 12 99
CUSTOMIZING EQUIPMENT COVERAGE	PP 03 18 01 05
EXCESS ELECTRONIC EQUIPMENT COVERAGE	PP 03 13 01 05
EXTENDED NON-OWNED COVERAGE FOR VEHICLES FURNISHED OR AVAILABLE FOR REGULAR USE	PP 03 06 01 05
EXTENDED NON-OWNED COVERAGE – VEHICLES FURNISHED OR AVAILABLE FOR USE AS A PUBLIC OR LIVERY CONVEYANCE	PP 13 05 01 05
FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS	PP 03 01 08 86
JOINT OWNERSHIP COVERAGE	PP 03 34 01 05
LIABILITY COVERAGE EXCLUSION ENDORSEMENT	PP 03 26 06 94
LIMITED MEXICO COVERAGE	PP 03 21 01 05
MISCELLANEOUS TYPE VEHICLE AMENDMENT (MOTOR HOMES)	PP 03 28 06 98
MISCELLANEOUS TYPE VEHICLE ENDORSEMENT	PP 03 23 01 05
NAMED NON-OWNER COVERAGE	PP 03 22 01 05
OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE	PP 03 02 06 98
REINSTATEMENT OF INSURANCE	PP 02 02 08 86
SINGLE LIABILITY LIMIT	PP 03 09 01 05
SINGLE UNDERINSURED MOTORISTS LIMIT	PP 04 02 06 98
SINGLE UNINSURED MOTORISTS LIMIT	PP 04 01 06 98
SNOWMOBILE ENDORSEMENT	PP 03 20 01 05
SUSPENSION OF INSURANCE	PP 02 01 01 05
TOWING AND LABOR COSTS COVERAGE	PP 03 03 01 04
TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)	PP 03 07 01 05
TRIP INTERRUPTION COVERAGE	PP 13 02 01 05
TRUST ENDORSEMENT	PP 13 03 01 05
UNDERINSURED MOTORISTS COVERAGE	PP 03 11 01 05
MYLES ENDORSEMENT	PRAC MA-102-04-08
DEDUCTIBLE DOLLARS	PRAC MA-103-07-10
REPLACEMENT COST COVERAGE	PRAC MA-104-04-08
OPTIONAL REPLACEMENT COST COVERAGE	PRAC MA-105-04-08
ACCIDENT FORGIVENESS	PRAC MA-106-07-09
ORIGINAL EQUIPMENT MANUFACTURERS PARTS COVERAGE	PRAC MA-107-04-08
CHARITABLE GROUP DISCOUNT ENDORSEMENT	PRAC MA-108-05-08
PREMIUM PACKAGE ENDORSEMENT	PRAC MA-110-12-10
REWARDS PLUS ENDORSEMENT	PRAC MA-111-03-11

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MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
 PLYMOUTH ROCK ASSURANCE CORPORATION  
**RATING TERRITORIES SECTION**

**TERRITORY DEFINITIONS**

Except for East Boston and South Boston, sections of cities and towns designated "North," "East," "South," and "West" or with a prefix or suffix merely supplemental to the principal name (such as **West** Newton or Arlington **Heights**) are not separately listed (see principal designation).

In some instances (such as **North** Andover) there are two distinct townships, Andover and North Andover, in which case both are listed.

Counties are indicated by the Statistical Code Numbers as follows:

Left Hand Digit	County	Left Hand Digit	County
0.....	Barnstable Dukes Nantucket Plymouth	4.....	Franklin Hampden
1.....	Berkshire	5.....	Hampshire
2.....	Bristol	6.....	Middlesex
3.....	Essex	7.....	Norfolk
		8.....	Suffolk
		9.....	Worcester

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
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 CITY OF BOSTON

Definition	Rating Territory	Statistical Code
BOSTON CENTRAL - (Zip Codes 02101-02118, 02123, 02133, 02199, 02201, 02202, 02203, 02210, 02215, 02241)	23	821
BRIGHTON - (Zip Codes 02134, 02135, 02163)	24	822
CHARLESTOWN - EAST BOSTON - (Zip Codes 02128, 02129)	26	824
DORCHESTER - (North Dorchester and South Dorchester) - (Zip Codes 02122, 02124, 02125, 02126)	21*	819
EAST BOSTON - CHARLESTOWN - (Zip Codes 02128, 02129)	26	824
HYDE PARK - (Zip Codes 02136, 02137)	20	818
JAMAICA PLAIN - (Zip Code 02130)	19	817
ROSLINDALE - (Zip Code 02131)	18	816
ROXBURY - (Including parts of Dorchester) (Zip Codes 02119, 02120, 02121)	22	820
SOUTH BOSTON - (Zip Code 02127)	25	823
WEST ROXBURY (Zip Code 02132)	17	815

The following list contains subdivisions of Boston with territorial schedules and statistical codes:

Name	Rating Territory	Statistical Code
Allston - (Brighton)	24	822
Mattapan - (Dorchester - North)	21	819
Readville - (Hyde Park)	20	818

\*A portion of postal zip code district 02126 falls in Hyde Park (Territory 20) and should be rated as such. The correct border between South Dorchester and Hyde Park is as follows:

Southeast, then East on Cummins Highway, Southwest on Rugby Road (1 block), Southeast on Greenfield Road, short stretch Southwest on River Street, Southeast on Mattakeeset St. to Neponset River. Border goes down the middle of these streets.

**The following list contains Out of State Territorial Schedules and Statistical Codes**

Location	Rating Territory	Statistical Code
Connecticut	9	991
Maine	9	992
New Hampshire	9	993
New York	9	994
Rhode Island	9	995
Vermont	9	996
Other	9	999

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
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City or Town	Rating Territory	Statistical Code		
<b>A</b>			CHELMSFORD .....	2 612
ABINGTON .....	8	010	CHELSEA .....	16 802
ACTON .....	27	630	CHESHIRE .....	27 130
ACUSHNET .....	7	230	CHESTER .....	1 440
ADAMS .....	27	110	CHESTERFIELD .....	27 570
AGAWAM .....	7	420	CHICOPEE .....	9 402
ALFORD .....	27	170	CHILMARK .....	27 081
AMESBURY .....	2	310	CLARKSBURG .....	27 131
AMHERST .....	5	510	CLINTON .....	6 911
ANDOVER .....	3	311	COHASSET .....	4 732
ARLINGTON .....	4	610	COLRAIN .....	1 431
ASHBURNHAM .....	1	930	CONCORD .....	27 613
ASHBY .....	1	670	CONWAY .....	27 473
ASHFIELD .....	27	470	CUMMINGTON .....	27 571
ASHLAND .....	5	631	<b>D</b>	
ATHOL .....	3	910	DALTON .....	27 132
ATTLEBORO .....	5	210	DANVERS .....	5 313
AUBURN .....	6	931	DARTMOUTH .....	7 211
AVON .....	11	730	DEDHAM .....	8 712
AYER .....	3	632	DEERFIELD .....	27 432
<b>B</b>			DENNIS .....	3 052
BARNSTABLE .....	5	021	DIGHTON .....	5 232
BARRE .....	2	932	DORCHESTER - Boston (Zip	
BECKET .....	2	171	Codes 02122, 02124, 02125,	
BEDFORD .....	2	633	02126) .....	21 819
BELCHERTOWN .....	3	530	DOUGLAS .....	2 937
BELLINGHAM .....	3	731	DOVER .....	2 733
BELMONT .....	3	611	DRACUT .....	6 614
BERKLEY .....	6	231	DUDLEY .....	3 938
BERLIN .....	27	933	DUNSTABLE .....	1 673
BERNARDSTON .....	27	471	DUXBURY .....	3 031
BEVERLY .....	5	312	<b>E</b>	
BILLERICA .....	5	634	EAST BOSTON - Boston (Zip	
BLACKSTONE .....	2	934	Codes 02128, 02129) .....	26 824
BLANDFORD .....	3	490	EAST BRIDGEWATER .....	6 032
BOLTON .....	1	970	EAST BROOKFIELD .....	2 973
BOSTON CENTRAL - (Zip Codes			EASTHAM .....	27 082
02101- 02118, 02123, 02133,			EASTHAMPTON .....	3 511
02199, 02201, 02202, 02203,			EAST LONGMEADOW .....	6 441
02210, 02215, 02241) .....	23	821	EASTON .....	7 212
BOURNE .....	4	050	EDGARTOWN .....	27 053
BOXBOROUGH .....	27	671	EGREMONT .....	27 172
BOXFORD .....	3	370	ERVING .....	27 433
BOYLSTON .....	2	971	ESSEX .....	2 330
BRAINTREE .....	8	710	EVERETT .....	14 602
BREWSTER .....	27	080	<b>F</b>	
BRIDGEWATER .....	6	011	FAIRHAVEN .....	7 213
BRIGHTON - Boston (Zip Codes			FALL RIVER .....	13 201
02134, 02135, 02163) .....	24	822	FALMOUTH .....	3 054
BRIMFIELD .....	3	491	FITCHBURG .....	7 902
BROCKTON .....	45	002	FLORIDA .....	2 173
BROOKFIELD .....	3	935	FOXBOROUGH .....	3 734
BROOKLINE .....	8	702	FRAMINGHAM .....	9 615
BUCKLAND .....	27	430	FRANKLIN .....	1 713
BURLINGTON .....	4	635	FREETOWN .....	5 233
<b>C</b>				
CAMBRIDGE .....	11	600		
CANTON .....	8	711		
CARLISLE .....	27	672		
CARVER .....	7	030		
CHARLEMONT .....	27	472		
City or Town	Rating Territory	Statistical Code		
CHARLESTOWN - Boston (Zip				
Codes 02128, 02129) .....	26	824		
CHARLTON .....	4	936		
CHATHAM .....	27	051		



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City or Town	Rating Territory	Statistical Code		
<b>G</b>			LITTLETON .....	27 640
GARDNER .....	3	912	LONGMEADOW .....	4 442
GAY HEAD .....	27	083	LOWELL .....	41 601
GEORGETOWN .....	3	331	LUDLOW .....	7 421
GILL .....	27	474	LUNENBURG .....	1 945
GLOUCESTER .....	5	314	LYNN .....	43 300
GOSHEN .....	27	573	LYNNFIELD .....	7 334
GOSNOLD .....	27	084	<b>M</b>	
GRAFTON .....	3	913	MALDEN .....	14 603
GRANBY .....	4	574	MANCHESTER .....	27 335
GRANVILLE .....	2	492	MANSFIELD .....	3 214
GREAT BARRINGTON .....	1	111	MARBLEHEAD .....	4 316
GREENFIELD .....	3	410	MARION .....	3 038
GROTON .....	27	636	MARLBOROUGH .....	5 618
GROVELAND .....	3	332	MARSHFIELD .....	7 039
<b>H</b>			MASHPEE .....	5 085
HADLEY .....	27	531	MATTAPOISETT .....	3 040
HALIFAX .....	5	070	MAYNARD .....	27 620
HAMILTON .....	1	333	MEDFIELD .....	27 736
HAMPDEN .....	5	493	MEDFORD .....	12 604
HANCOCK .....	27	174	MEDWAY .....	27 737
HANOVER .....	4	033	MELROSE .....	6 619
HANSON .....	5	034	MENDON .....	27 946
HARDWICK .....	27	939	MERRIMAC .....	3 336
HARVARD .....	27	974	METHUEN .....	10 317
HARWICH .....	1	055	MIDDLEBOROUGH .....	6 013
HATFIELD .....	27	532	MIDDLEFIELD .....	1 576
HAVERHILL .....	8	302	MIDDLETON .....	6 337
HAWLEY .....	27	475	MILFORD .....	5 915
HEATH .....	2	476	MILLBURY .....	4 916
HINGHAM .....	4	012	MILLIS .....	27 738
HINSDALE .....	2	133	MILLVILLE .....	1 947
HOLBROOK .....	11	735	MILTON .....	11 714
HOLDEN .....	3	940	MONROE .....	1 479
HOLLAND .....	1	494	MONSON .....	3 422
HOLLISTON .....	2	637	MONTAGUE .....	27 411
HOLYOKE .....	40	403	MONTEREY .....	27 175
HOPEDALE .....	2	941	MONTGOMERY .....	27 495
HOPKINTON .....	27	638	MOUNT WASHINGTON .....	27 176
HUBBARDSTON .....	1	942	<b>N</b>	
HUDSON .....	3	616	NAHANT .....	8 338
HULL .....	9	035	NANTUCKET .....	27 056
HUNTINGTON .....	2	533	NATICK .....	3 621
HYDE PARK - Boston (Zip Codes 02136, 02137) .....	20	818	NEEDHAM .....	2 715
<b>I</b>			NEW ASHFORD .....	1 177
IPSWICH .....	2	315	NEW BEDFORD .....	13 200
<b>J</b>			NEW BRAINTREE .....	27 975
JAMAICA PLAIN - Boston (Zip Code 02130) .....	19	817	NEWBURY .....	1 339
<b>K</b>			NEWBURYPORT .....	1 318
KINGSTON .....	4	036	NEW MARLBOROUGH .....	27 178
<b>L</b>			NEW SALEM .....	27 480
LAKEVILLE .....	5	037	NEWTON .....	6 605
LANCASTER .....	2	943	NORFOLK .....	1 739
LANESBOROUGH .....	1	134	NORTH ADAMS .....	2 112
LAWRENCE .....	44	303	NORTHAMPTON .....	3 512
LEE .....	27	135	NORTH ANDOVER .....	5 319
LEICESTER .....	7	944	NORTH ATTLEBORO .....	3 215
LENOX .....	27	136	NORTHBOROUGH .....	27 949
LEOMINSTER .....	5	914	NORTH BROOKFIELD .....	3 948
LEVERETT .....	1	477	NORTHBRIDGE .....	3 917
LEXINGTON .....	2	617	NORTH DORCHESTER - Boston (Zip Codes 02122, 02124, 02125, 02126) .....	21 819
LEYDEN .....	1	478		
City or Town	Rating Territory	Statistical Code		
LINCOLN .....	1	639		

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City or Town	Rating Territory	Statistical Code		
NORTHFIELD .....	27	434	SHUTESBURY .....	2 482
NORTH READING .....	5	641	SOMERSET .....	6 238
NORTON .....	5	234	SOMERVILLE .....	12 606
NORWELL .....	3	041	SOUTHAMPTON .....	1 580
NORWOOD .....	7	716	SOUTHBOROUGH .....	27 952
<b>O</b>			SOUTH BOSTON - Boston (Zip Code 02127) .....	25 823
OAK BLUFFS .....	27	057	SOUTHBRIDGE .....	6 919
OAKHAM .....	1	976	SOUTH HADLEY .....	4 513
ORANGE .....	2	412	SOUTHWICK .....	4 444
ORLEANS .....	27	058	SPENCER .....	6 920
OTIS .....	27	179	SPRINGFIELD .....	42 400
OXFORD .....	5	950	STERLING .....	27 953
<b>P</b>			STOCKBRIDGE .....	1 138
PALMER .....	4	423	STONEHAM .....	8 623
PAXTON .....	5	977	STOUGHTON .....	12 718
PEABODY .....	10	320	STOW .....	27 644
PELHAM .....	27	577	STURBRIDGE .....	1 954
PEMBROKE .....	6	042	SUDBURY .....	27 645
PEPPERELL .....	27	642	SUNDERLAND .....	3 436
PERU .....	1	180	SUTTON .....	27 955
PETERSHAM .....	27	978	SWAMPSCOTT .....	9 322
PHILLIPSTON .....	1	979	SWANSEA .....	5 239
PITTSFIELD .....	4	102	<b>T</b>	
PLAINFIELD .....	27	578	TAUNTON .....	9 202
PLAINVILLE .....	4	740	TEMPLETON .....	27 956
PLYMOUTH .....	7	014	TEWKSBURY .....	5 646
PLYMPTON .....	6	071	TISBURY .....	27 061
PRINCETON .....	27	980	TOLLAND .....	1 496
PROVINCETOWN .....	27	059	TOPSFIELD .....	4 371
<b>Q</b>			TOWNSEND .....	27 647
QUINCY .....	12	703	TRURO .....	1 086
<b>R</b>			TYNGSBOROUGH .....	3 648
RANDOLPH .....	14	717	TYRINGHAM .....	27 184
RAYNHAM .....	6	235	<b>U</b>	
READING .....	3	622	UPTON .....	27 957
REHOBOTH .....	4	236	UXBRIDGE .....	27 921
REVERE .....	15	803	<b>W</b>	
RICHMOND .....	27	181	WAKEFIELD .....	6 624
ROCHESTER .....	3	043	WALES .....	2 497
ROCKLAND .....	9	015	WALPOLE .....	4 719
ROCKPORT .....	2	340	WALTHAM .....	7 607
ROSLINDALE - Boston (Zip Code 02131) .....	18	816	WARE .....	3 514
ROWE .....	27	481	WAREHAM .....	8 016
ROWLEY .....	3	341	WARREN .....	3 958
ROXBURY - Boston (Zip Codes 02119, 02120, 02121) .....	22	820	WARWICK .....	27 483
ROYALSTON .....	1	981	WASHINGTON .....	27 185
RUSSELL .....	3	443	WATERTOWN .....	7 608
RUTLAND .....	3	951	WAYLAND .....	2 649
<b>S</b>			WEBSTER .....	7 922
SALEM .....	12	304	WELLESLEY .....	1 720
SALISBURY .....	5	342	WELLFLEET .....	27 087
SANDISFIELD .....	27	182	WENDELL .....	27 484
SANDWICH .....	3	060	WENHAM .....	2 343
SAUGUS .....	12	321	WESTBOROUGH .....	2 923
SAVOY .....	27	183	WEST BOYLSTON .....	2 959
SCITUATE .....	6	044	WEST BRIDGEWATER .....	8 045
SEEKONK .....	4	237	WEST BROOKFIELD .....	27 960
SHARON .....	6	741	WESTFIELD .....	6 424
SHEFFIELD .....	27	137	WESTFORD .....	27 650
SHELBURNE .....	1	435	WESTHAMPTON .....	27 581
SHERBORN .....	1	674	WESTMINSTER .....	1 961
SHIRLEY .....	2	643	WEST NEWBURY .....	27 344
<b>SHREWSBURY</b> .....	<b>5</b>	<b>918</b>		

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PLYMOUTH ROCK ASSURANCE CORPORATION

City or Town	Rating Territory	Statistical Code
WESTON .....	3	651
WESTPORT .....	5	240
WEST ROXBURY - Boston (Zip Code 02132)	17	815
WEST SPRINGFIELD .....	10	425
WEST STOCKBRIDGE .....	1	139
WEST TISBURY .....	27	088
WESTWOOD .....	4	742
WEYMOUTH .....	9	721
WHATELY .....	27	437
WHITMAN .....	8	017
WILBRAHAM .....	5	445
WILLIAMSBURG .....	27	534
WILLIAMSTOWN .....	27	140
WILMINGTON .....	4	652
WINCHENDON .....	3	924
WINCHESTER .....	3	625
WINDSOR .....	1	186
WINTHROP .....	13	810
WOBURN .....	7	626
WORCESTER .....	13	900
WORTHINGTON .....	1	582
WRENTHAM .....	2	743
<b>Y</b>		
YARMOUTH .....	4	062

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
 PLYMOUTH ROCK ASSURANCE CORPORATION  
**STATED AMOUNT COMPREHENSIVE RATES \$500 DEDUCTIBLE**

Symbol	1	2	3	4	5	6	7	8	10	11	12	13	14	15	16	17
<b>Territory</b>																
<b>1</b>	1.66	0.78	0.70	0.66	0.62	0.59	0.56	0.54	0.52	0.51	0.50	0.50	0.49	0.47	0.46	0.45
<b>2</b>	1.70	0.80	0.72	0.68	0.64	0.60	0.57	0.55	0.54	0.52	0.52	0.51	0.50	0.48	0.47	0.46
<b>3</b>	1.75	0.82	0.74	0.70	0.66	0.62	0.59	0.57	0.55	0.54	0.53	0.53	0.51	0.50	0.48	0.47
<b>4</b>	1.71	0.81	0.72	0.68	0.64	0.61	0.58	0.56	0.54	0.53	0.52	0.51	0.50	0.49	0.47	0.46
<b>5</b>	1.78	0.84	0.75	0.71	0.67	0.63	0.60	0.58	0.56	0.55	0.54	0.54	0.52	0.51	0.49	0.48
<b>6</b>	1.86	0.88	0.78	0.74	0.70	0.66	0.63	0.60	0.59	0.57	0.56	0.56	0.54	0.53	0.51	0.50
<b>7</b>	1.93	0.91	0.81	0.77	0.72	0.68	0.65	0.63	0.61	0.60	0.59	0.58	0.57	0.55	0.53	0.52
<b>8</b>	1.98	0.93	0.84	0.79	0.74	0.70	0.67	0.64	0.63	0.61	0.60	0.60	0.58	0.56	0.55	0.53
<b>9</b>	1.96	0.93	0.83	0.78	0.74	0.69	0.66	0.64	0.62	0.61	0.60	0.59	0.58	0.56	0.54	0.53
<b>10</b>	2.09	0.98	0.88	0.83	0.78	0.74	0.71	0.68	0.66	0.65	0.63	0.63	0.61	0.59	0.58	0.56
<b>11</b>	2.23	1.05	0.94	0.89	0.84	0.79	0.75	0.73	0.71	0.69	0.68	0.67	0.65	0.63	0.61	0.60
<b>12</b>	2.30	1.09	0.97	0.92	0.86	0.81	0.78	0.75	0.73	0.71	0.70	0.69	0.68	0.65	0.63	0.62
<b>13</b>	2.59	1.22	1.09	1.03	0.97	0.92	0.87	0.84	0.82	0.80	0.79	0.78	0.76	0.73	0.71	0.70
<b>14</b>	2.71	1.28	1.15	1.08	1.02	0.96	0.92	0.88	0.86	0.84	0.82	0.82	0.80	0.77	0.75	0.73
<b>15</b>	3.34	1.57	1.41	1.33	1.25	1.18	1.13	1.09	1.06	1.03	1.01	1.00	0.98	0.94	0.92	0.90
<b>16</b>	5.41	2.55	2.28	2.16	2.03	1.91	1.83	1.76	1.71	1.67	1.64	1.62	1.59	1.53	1.49	1.46
<b>17</b>	1.93	0.91	0.81	0.77	0.72	0.68	0.65	0.63	0.61	0.60	0.59	0.58	0.57	0.55	0.53	0.52
<b>18</b>	3.93	1.85	1.66	1.57	1.47	1.39	1.33	1.28	1.24	1.21	1.19	1.18	1.15	1.11	1.08	1.06
<b>19</b>	4.32	2.04	1.82	1.72	1.62	1.53	1.46	1.41	1.37	1.34	1.31	1.30	1.27	1.22	1.19	1.17
<b>20</b>	3.91	1.84	1.65	1.56	1.47	1.38	1.32	1.27	1.24	1.21	1.19	1.17	1.15	1.11	1.08	1.06
<b>21</b>	5.32	2.51	2.25	2.12	2.00	1.88	1.80	1.73	1.68	1.64	1.62	1.60	1.56	1.51	1.46	1.44
<b>22</b>	6.00	2.83	2.53	2.39	2.25	2.12	2.02	1.95	1.90	1.85	1.82	1.80	1.76	1.70	1.65	1.62
<b>23</b>	3.60	1.70	1.52	1.44	1.35	1.28	1.22	1.17	1.14	1.11	1.10	1.08	1.06	1.02	0.99	0.97
<b>24</b>	2.71	1.28	1.15	1.08	1.02	0.96	0.92	0.88	0.86	0.84	0.82	0.82	0.80	0.77	0.75	0.73
<b>25</b>	4.09	1.93	1.73	1.63	1.53	1.45	1.38	1.33	1.29	1.26	1.24	1.23	1.20	1.16	1.13	1.10
<b>26</b>	4.87	2.30	2.06	1.94	1.83	1.72	1.65	1.59	1.54	1.51	1.48	1.46	1.43	1.38	1.34	1.32
<b>27</b>	1.57	0.74	0.66	0.63	0.59	0.56	0.53	0.51	0.50	0.49	0.48	0.47	0.46	0.44	0.43	0.42
<b>40</b>	2.48	1.17	1.05	0.99	0.93	0.88	0.84	0.81	0.78	0.77	0.75	0.75	0.73	0.70	0.68	0.67
<b>41</b>	2.50	1.18	1.06	1.00	0.94	0.88	0.84	0.81	0.79	0.77	0.76	0.75	0.73	0.71	0.69	0.67
<b>42</b>	3.03	1.43	1.28	1.21	1.14	1.07	1.02	0.99	0.96	0.94	0.92	0.91	0.89	0.86	0.84	0.82
<b>43</b>	3.19	1.51	1.35	1.27	1.20	1.13	1.08	1.04	1.01	0.99	0.97	0.96	0.94	0.90	0.88	0.86
<b>44</b>	5.21	2.46	2.20	2.08	1.96	1.84	1.76	1.70	1.65	1.61	1.58	1.57	1.53	1.48	1.44	1.41
<b>45</b>	3.36	1.58	1.42	1.34	1.26	1.19	1.13	1.09	1.06	1.04	1.02	1.01	0.98	0.95	0.92	0.91

**STATED AMOUNT FIRE RATES \$500 DEDUCTIBLE**

<b>1-27, 40-45</b>	0.21	0.10	0.09	0.08	0.08	0.07	0.07	0.07	0.07	0.06	0.06	0.06	0.06	0.06	0.06	0.06
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**STATED AMOUNT THEFT RATES \$500 DEDUCTIBLE**

Symbol	1	2	3	4	5	6	7	8	10	11	12	13	14	15	16	17
<b>Territory</b>																
<b>1</b>	0.96	0.45	0.40	0.38	0.36	0.34	0.32	0.31	0.30	0.30	0.29	0.29	0.28	0.27	0.26	0.26
<b>2</b>	0.98	0.46	0.41	0.39	0.37	0.35	0.33	0.32	0.31	0.30	0.30	0.29	0.29	0.28	0.27	0.26
<b>3</b>	1.02	0.48	0.43	0.41	0.38	0.36	0.34	0.33	0.32	0.31	0.31	0.31	0.30	0.29	0.28	0.27
<b>4</b>	0.99	0.47	0.42	0.40	0.37	0.35	0.34	0.32	0.31	0.31	0.30	0.30	0.29	0.28	0.27	0.27
<b>5</b>	1.04	0.49	0.44	0.42	0.39	0.37	0.35	0.34	0.33	0.32	0.32	0.31	0.31	0.30	0.29	0.28
<b>6</b>	1.09	0.52	0.46	0.44	0.41	0.39	0.37	0.36	0.35	0.34	0.33	0.33	0.32	0.31	0.30	0.30
<b>7</b>	1.14	0.54	0.48	0.46	0.43	0.40	0.39	0.37	0.36	0.35	0.35	0.34	0.34	0.32	0.31	0.31
<b>8</b>	1.18	0.56	0.50	0.47	0.44	0.42	0.40	0.38	0.37	0.36	0.36	0.36	0.35	0.33	0.33	0.32
<b>9</b>	1.17	0.55	0.49	0.47	0.44	0.41	0.39	0.38	0.37	0.36	0.35	0.35	0.34	0.33	0.32	0.32
<b>10</b>	1.26	0.59	0.53	0.50	0.47	0.44	0.42	0.41	0.40	0.39	0.38	0.38	0.37	0.36	0.35	0.34
<b>11</b>	1.36	0.64	0.57	0.54	0.51	0.48	0.46	0.44	0.43	0.42	0.41	0.41	0.40	0.38	0.37	0.37
<b>12</b>	1.41	0.66	0.59	0.56	0.53	0.50	0.47	0.46	0.44	0.43	0.43	0.42	0.41	0.40	0.39	0.38
<b>13</b>	1.61	0.76	0.68	0.64	0.60	0.57	0.54	0.52	0.51	0.50	0.49	0.48	0.47	0.45	0.44	0.43
<b>14</b>	1.69	0.80	0.72	0.67	0.64	0.60	0.57	0.55	0.54	0.52	0.51	0.51	0.50	0.48	0.47	0.46
<b>15</b>	2.13	1.00	0.90	0.85	0.80	0.75	0.72	0.69	0.67	0.66	0.65	0.64	0.62	0.60	0.59	0.58
<b>16</b>	3.58	1.69	1.51	1.43	1.34	1.27	1.21	1.16	1.13	1.11	1.09	1.08	1.05	1.01	0.99	0.97
<b>17</b>	1.14	0.54	0.48	0.46	0.43	0.40	0.39	0.37	0.36	0.35	0.35	0.34	0.34	0.32	0.31	0.31
<b>18</b>	2.54	1.20	1.07	1.01	0.95	0.90	0.86	0.83	0.80	0.79	0.77	0.76	0.75	0.72	0.70	0.69
<b>19</b>	2.82	1.33	1.19	1.12	1.06	1.00	0.95	0.92	0.89	0.87	0.86	0.85	0.83	0.80	0.78	0.76
<b>20</b>	2.53	1.19	1.07	1.01	0.95	0.90	0.85	0.82	0.80	0.78	0.77	0.76	0.74	0.72	0.70	0.68
<b>21</b>	3.52	1.66	1.49	1.40	1.32	1.24	1.19	1.14	1.11	1.09	1.07	1.06	1.03	1.00	0.97	0.95
<b>22</b>	3.99	1.88	1.69	1.59	1.50	1.41	1.35	1.30	1.26	1.23	1.21	1.20	1.17	1.13	1.10	1.08
<b>23</b>	2.32	1.09	0.98	0.92	0.87	0.82	0.78	0.75	0.73	0.72	0.70	0.70	0.68	0.66	0.64	0.63
<b>24</b>	1.69	0.80	0.72	0.67	0.64	0.60	0.57	0.55	0.54	0.52	0.51	0.51	0.50	0.48	0.47	0.46

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<b>25</b>	2.65	1.25	1.12	1.06	1.00	0.94	0.90	0.86	0.84	0.82	0.81	0.80	0.78	0.75	0.73	0.72
<b>26</b>	3.20	1.51	1.35	1.28	1.20	1.13	1.08	1.04	1.01	0.99	0.97	0.96	0.94	0.91	0.88	0.87
<b>27</b>	0.89	0.42	0.38	0.36	0.34	0.32	0.30	0.29	0.28	0.28	0.27	0.27	0.26	0.25	0.25	0.24
<b>40</b>	1.53	0.72	0.65	0.61	0.57	0.54	0.52	0.50	0.48	0.47	0.47	0.46	0.45	0.43	0.42	0.41
<b>41</b>	1.54	0.73	0.65	0.62	0.58	0.55	0.52	0.50	0.49	0.48	0.47	0.46	0.45	0.44	0.42	0.42
<b>42</b>	1.92	0.90	0.81	0.76	0.72	0.68	0.65	0.62	0.61	0.59	0.58	0.58	0.56	0.54	0.53	0.52
<b>43</b>	2.03	0.96	0.86	0.81	0.76	0.72	0.69	0.66	0.64	0.63	0.62	0.61	0.60	0.57	0.56	0.55
<b>44</b>	3.44	1.62	1.45	1.37	1.29	1.22	1.16	1.12	1.09	1.06	1.05	1.03	1.01	0.97	0.95	0.93
<b>45</b>	2.14	1.01	0.91	0.85	0.80	0.76	0.72	0.70	0.68	0.66	0.65	0.64	0.63	0.61	0.59	0.58

Stated Amount C.A.C. with M.M.& V. \$500 Deductible 15% of the Stated Amount Comprehensive Rate

Additional Charges to Reduce Deductible from \$500 - Same as Actual Cash Value Charges  
For Higher Deductibles, Refer to Rule 16

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
PLYMOUTH ROCK ASSURANCE CORPORATION

**Stated Amount Rating**

**B. Collision and Limited Collision Rating Procedures**

1. Determine the Actual Cash Value premium for the latest model year shown in the Rate pages for the vehicle symbol developed from Rule 22 for the appropriate territory, class and deductible. Divide the Actual Cash Value premium by the Stated Amount Divisor shown below. Round the result to the nearest cent. For Symbol 18 and above, use the Symbol 17 Actual Cash Value premium and divisor.
2. Apply the above rate to each \$100 of insured value to determine the stated amount premium.

<b>STATED AMOUNT DIVISORS</b>			
<b>Symbol</b>		<b>Symbol</b>	
1	32.50	10	156.25
2	72.50	11	168.75
3	85.00	12	181.25
4	95.00	13	193.75
5	106.25	14	210.00
6	118.75	15	230.00
7	131.25	16	250.00
8	143.75	17	270.00

**NOTE:** The cost of the Waiver of Deductible is the same as that shown on the Actual Cash Value Rate pages.

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL  
PLYMOUTH ROCK ASSURANCE CORPORATION

MOTORCYCLE RATES

**Part 1 - Bodily Injury**

**Part 2 - PIP**

Territory	Experienced Operators			
	Group A	Group B	Group C	Group D
1	\$10	\$10	\$18	\$15
2	\$9	\$9	\$16	\$14
3	\$10	\$10	\$18	\$15
4	\$14	\$13	\$24	\$21
5	\$13	\$12	\$22	\$19
6	\$15	\$15	\$26	\$22
7	\$15	\$14	\$25	\$21
8	\$14	\$14	\$24	\$21
9	\$15	\$15	\$26	\$23
10	\$21	\$20	\$35	\$30
11	\$20	\$19	\$34	\$29
12	\$22	\$20	\$37	\$31
13	\$23	\$22	\$40	\$34
14	\$25	\$23	\$42	\$36
15	\$41	\$39	\$70	\$60
16	\$47	\$45	\$80	\$69
17	\$42	\$40	\$72	\$62
18	\$42	\$40	\$72	\$62
19	\$42	\$40	\$72	\$62
20	\$42	\$40	\$72	\$62
21	\$42	\$40	\$72	\$62
22	\$42	\$40	\$72	\$62
23	\$42	\$40	\$72	\$62
24	\$42	\$40	\$72	\$62
25	\$42	\$40	\$72	\$62
26	\$42	\$40	\$72	\$62
27	\$8	\$8	\$13	\$12
40	\$22	\$21	\$38	\$33
41	\$25	\$23	\$42	\$36
42	\$41	\$39	\$70	\$60
43	\$42	\$40	\$71	\$61
44	\$47	\$44	\$79	\$68
45	\$41	\$39	\$70	\$60

Territory	Experienced Operators			
	Group A	Group B	Group C	Group D
1	\$1	\$1	\$2	\$1
2	\$1	\$1	\$1	\$1
3	\$1	\$1	\$2	\$1
4	\$1	\$1	\$2	\$2
5	\$1	\$1	\$2	\$2
6	\$1	\$1	\$2	\$2
7	\$1	\$1	\$2	\$2
8	\$1	\$1	\$2	\$2
9	\$1	\$1	\$2	\$2
10	\$2	\$2	\$3	\$3
11	\$2	\$2	\$3	\$2
12	\$2	\$2	\$3	\$3
13	\$2	\$2	\$3	\$3
14	\$2	\$2	\$4	\$3
15	\$4	\$3	\$6	\$5
16	\$4	\$4	\$7	\$6
17	\$4	\$3	\$6	\$5
18	\$4	\$3	\$6	\$5
19	\$4	\$3	\$6	\$5
20	\$4	\$3	\$6	\$5
21	\$4	\$3	\$6	\$5
22	\$4	\$3	\$6	\$5
23	\$4	\$3	\$6	\$5
24	\$4	\$3	\$6	\$5
25	\$4	\$3	\$6	\$5
26	\$4	\$3	\$6	\$5
27	\$1	\$1	\$1	\$1
40	\$2	\$2	\$3	\$3
41	\$2	\$2	\$4	\$3
42	\$4	\$3	\$6	\$5
43	\$4	\$3	\$6	\$5
44	\$4	\$4	\$7	\$6
45	\$3	\$3	\$6	\$5

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Group definitions are as follows:

Group	Vehicle size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

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MOTORCYCLE RATES

**Part 5 - Optional BI**

**Rates at Basic limits**

Territory	Experienced Operators				Territory	Experienced Operators			
	With Guest					Without Guest			
	Group A	Group B	Group C	Group D		Group A	Group B	Group C	Group D
1	\$13	\$12	\$20	\$17	1	\$2	\$3	\$4	\$5
2	\$12	\$11	\$18	\$15	2	\$2	\$3	\$4	\$5
3	\$13	\$12	\$20	\$16	3	\$2	\$3	\$4	\$5
4	\$17	\$15	\$27	\$22	4	\$3	\$4	\$6	\$7
5	\$16	\$14	\$25	\$20	5	\$3	\$4	\$5	\$7
6	\$18	\$16	\$29	\$23	6	\$3	\$5	\$6	\$8
7	\$17	\$15	\$27	\$22	7	\$3	\$5	\$6	\$8
8	\$17	\$15	\$27	\$22	8	\$3	\$4	\$6	\$7
9	\$18	\$16	\$29	\$23	9	\$3	\$5	\$6	\$8
10	\$24	\$21	\$38	\$31	10	\$4	\$7	\$9	\$11
11	\$23	\$20	\$37	\$30	11	\$4	\$6	\$8	\$10
12	\$24	\$22	\$39	\$32	12	\$5	\$7	\$9	\$11
13	\$26	\$23	\$42	\$34	13	\$5	\$7	\$10	\$12
14	\$28	\$25	\$42	\$36	14	\$5	\$8	\$10	\$13
15	\$31	\$31	\$42	\$42	15	\$9	\$13	\$17	\$22
16	\$31	\$31	\$42	\$42	16	\$10	\$15	\$20	\$25
17	\$31	\$31	\$42	\$42	17	\$9	\$13	\$18	\$22
18	\$31	\$31	\$42	\$42	18	\$9	\$13	\$18	\$22
19	\$31	\$31	\$42	\$42	19	\$9	\$13	\$18	\$22
20	\$31	\$31	\$42	\$42	20	\$9	\$13	\$18	\$22
21	\$31	\$31	\$42	\$42	21	\$9	\$13	\$18	\$22
22	\$31	\$31	\$42	\$42	22	\$9	\$13	\$18	\$22
23	\$31	\$31	\$42	\$42	23	\$9	\$13	\$18	\$22
24	\$31	\$31	\$42	\$42	24	\$9	\$13	\$18	\$22
25	\$31	\$31	\$42	\$42	25	\$9	\$13	\$18	\$22
26	\$31	\$31	\$42	\$42	26	\$9	\$13	\$18	\$22
27	\$10	\$9	\$16	\$13	27	\$2	\$2	\$3	\$4
40	\$25	\$23	\$41	\$33	40	\$5	\$7	\$9	\$12
41	\$28	\$25	\$42	\$36	41	\$5	\$8	\$10	\$13
42	\$31	\$31	\$42	\$42	42	\$9	\$13	\$17	\$22
43	\$31	\$31	\$42	\$42	43	\$9	\$13	\$18	\$22
44	\$31	\$31	\$42	\$42	44	\$10	\$15	\$20	\$24
45	\$31	\$31	\$42	\$42	45	\$9	\$13	\$17	\$21

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Group definitions are as follows:

Group	Vehicle size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

**Rates at Increased limits**

The implicit surcharge exclusion factor for part 5 increased limits for motorcycles is 1.056



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**MOTORCYCLE RATES**

**Part 4 - Property Damage**

**Rates at Basic limits**

Territory	Experienced Operators			
	Group A	Group B	Group C	Group D
1	\$9	\$9	\$16	\$14
2	\$10	\$9	\$16	\$14
3	\$11	\$11	\$19	\$17
4	\$12	\$11	\$20	\$17
5	\$12	\$11	\$20	\$18
6	\$13	\$12	\$22	\$19
7	\$13	\$12	\$22	\$19
8	\$13	\$12	\$22	\$19
9	\$16	\$15	\$27	\$23
10	\$15	\$14	\$26	\$22
11	\$16	\$15	\$27	\$23
12	\$21	\$20	\$36	\$31
13	\$19	\$18	\$32	\$27
14	\$20	\$19	\$35	\$30
15	\$22	\$21	\$38	\$32
16	\$23	\$22	\$39	\$33
17	\$30	\$29	\$52	\$44
18	\$30	\$29	\$52	\$44
19	\$30	\$29	\$52	\$44
20	\$30	\$29	\$52	\$44
21	\$30	\$29	\$52	\$44
22	\$30	\$29	\$52	\$44
23	\$30	\$29	\$52	\$44
24	\$30	\$29	\$52	\$44
25	\$30	\$29	\$52	\$44
26	\$30	\$29	\$52	\$44
27	\$9	\$9	\$16	\$14
40	\$16	\$15	\$27	\$23
41	\$23	\$22	\$39	\$34
42	\$23	\$22	\$39	\$33
43	\$24	\$23	\$41	\$35
44	\$23	\$22	\$39	\$33
45	\$23	\$22	\$40	\$34

**Part 6 - Medical Payments**

**Rates by limit**

All Territories	
Limit per person	All Groups
\$500	\$55
\$750	\$62
\$1,000	\$68
\$2,000	\$92
\$5,000	\$149
\$10,000	\$241
\$15,000	\$296
\$20,000	\$339
\$25,000	\$360
\$50,000	\$378

**Part 3 - Uninsured Motorists**

**Rates by limit**

All Territories	
Limit	All Groups
20/40	\$19
20/50	\$20
25/50	\$20
35/80	\$23
50/100	\$25
100/300	\$29
250/500	\$36
500/500	\$45
500/1000	\$54

**Part 12 - Underinsured Motorists**

**Rates by limit**

All Territories	
Limit	All Groups
20/40	\$0
20/50	\$1
25/50	\$7
35/80	\$21
50/100	\$41
100/300	\$93
250/500	\$255
500/500	\$466
500/1000	\$677

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Group definitions are as follows:

Group	Vehicle Size
A	0 c.c. to 100 c.c.
B	101 c.c. to 350 c.c.
C	351 c.c. to 650 c.c.
D	651 c.c. and over

Notes: (1) Rates for Parts 3, 6, and 12 are the same for experienced and inexperienced operators.

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MOTORCYCLE RATES

**Part 7 - Collision**  
**Rates at \$500 deductible**

**Part 7 - Collision**  
**Other deductibles**

Territory	Rate per \$100 of value*
	Experienced
	Operators
	All Groups
1	\$2.12
2	\$2.01
3	\$2.39
4	\$2.63
5	\$2.74
6	\$2.76
7	\$2.94
8	\$3.36
9	\$3.06
10	\$3.58
11	\$3.16
12	\$4.12
13	\$4.29
14	\$5.98
15	\$6.98
16	\$7.67
17	\$7.17
18	\$7.17
19	\$7.17
20	\$7.17
21	\$7.17
22	\$7.17
23	\$7.17
24	\$7.17
25	\$7.17
26	\$7.17
27	\$1.80
40	\$4.55
41	\$4.54
42	\$6.19
43	\$6.99
44	\$6.43
45	\$6.85

All Territories	
Deductible	All Groups
\$300	\$500 deductible premium + \$52
\$1,000	66.9% of \$500 deductible premium
\$2,000	53.2% of \$500 deductible premium

**Part 7 - Collision**  
**Waiver of Deductible Charges**

All Territories	
Deductible	All Groups
\$300	\$11
\$500	\$15
\$1,000	\$18
\$2,000	\$27

**Part 8 - Limited Collision**

$$\text{\$500 deductible base premium (Part 8)} = (6.0\%) \times [\text{\$500 deductible Collision base premium (Part 7)}]$$

Deductible	All Groups
\$0	\$500 deductible premium (Part 8) + \$8
\$300	\$500 deductible premium (Part 8) + \$5
\$1,000	58.6% of \$500 deductible premium (Part 8)
\$2,000	38.9% of \$500 deductible premium (Part 8)

Determine motorcycle Collision rates by the following procedure:

- (a) Determine the motorcycle's insured value\* in hundreds of dollars.
- (b) Multiply the value determined in (a) by the rate per \$100 for its territory.

\* Value means Average Retail Value as expressed in the current version of an industry-accepted reference for motorcycle values. If the reference consulted does not contain an Average Retail Value for a specific motorcycle, the company may use a value provided by the reference for a similar motorcycle or apply a 4% annual appreciation or depreciation factor to the same model motorcycle but different model year that is available or use a value provided by the agent or insured to calculate the correct rate;

a minimum value of \$1,800 applies to vehicle sizes 651 c.c. and over.

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.

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- (2) Rates for inexperienced operators are calculated by applying a factor of 1.50 to the experienced operators rates above.
- (3) Rates are per \$100 of insured value.

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MOTORCYCLE RATES

**Part 9 - Comprehensive  
Rates at \$500 deductible**

Territory	Rate per \$100 of value*
	All Groups
1	\$0.91
2	\$0.89
3	\$0.93
4	\$1.00
5	\$1.02
6	\$1.21
7	\$1.45
8	\$1.85
9	\$1.62
10	\$2.05
11	\$1.98
12	\$2.50
13	\$2.32
14	\$3.16
15	\$3.77
16	\$5.68
17	\$5.86
18	\$5.86
19	\$5.86
20	\$5.86
21	\$5.86
22	\$5.86
23	\$5.86
24	\$5.86
25	\$5.86
26	\$5.86
27	\$0.81
40	\$2.34
41	\$2.49
42	\$3.47
43	\$3.58
44	\$5.66
45	\$3.61

**Part 9 - Comprehensive  
Other deductibles**

Deductible	All Territories
	All Groups
\$300	\$500 deductible premium + \$4
\$1,000	77.7% of \$500 deductible premium
\$2,000	70.3% of \$500 deductible premium

<b>Fire</b>	Charge 5% of the motorcycle Comprehensive premium
<b>Theft</b>	Charge 90% of the motorcycle Comprehensive premium

Determine motorcycle Comprehensive rates by the following procedure:

- (a) Determine the motorcycle's insured value\* in hundreds of dollars.
- (b) Multiply the value determined in (a) by the rate per \$100 for its territory.

\* Value means Average Retail Value as expressed in the current version of an industry-accepted reference for motorcycle values. If the reference consulted does not contain an Average Retail Value for a specific motorcycle, the company may use a value provided by the reference for a similar motorcycle or apply a 4% annual appreciation or depreciation factor to the same model motorcycle but different model year that is available or use a value provided by the agent or insured to calculate the correct rate;

a minimum value of \$1,800 applies to vehicle sizes 651 c.c. and over.

Notes:

- (1) Motorcycle territory definitions are the same as for private passenger automobiles.
- (2) Rates for Part 9 are the same for experienced and inexperienced operators.
- (3) Rates are per \$100 of insured value.

**Approved Motorcycle Training Sites**

A list of approved motorcycle training sites can be found at:

<http://www.mass.gov/rmv/motorcycle/index.htm>

Those who participate in motorcycle rider education courses in any other location are also eligible for the 10% reduction, given the course is approved by the Motorcycle Safety Foundation. If courses are taken out of state, they must be Motorcycle Safety Foundation certified and adhere to Governor's Highway Safety Bureau rules and regulations on file at the Secretary of State's office.

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**Increased Limit Factors**

<u>Limit</u>	<u>Part 3 Factor</u>	<u>Part 5 Factor</u>	<u>Part 12 Factor</u>	<u>Limit</u>	<u>Part 4 Factor</u>	<u>Limit</u>	<u>Part 6 Factor</u>
20/40	1.000	1.000	0.000	5	1.000	\$ 5,000	1.00
20/50	1.042	1.010	0.046	10	1.204	\$ 10,000	1.30
25/50	1.155	1.050	0.226	15	1.220	\$ 15,000	1.70
25/60	1.179	1.060	0.250	20	1.232	\$ 20,000	1.80
30/60	1.250	1.110	0.571	25	1.242	\$ 25,000	2.00
30/70	1.252	1.120	0.583	30	1.249		
35/50	1.276	1.150	0.798	35	1.254		
35/80	1.283	1.160	0.857	40	1.258		
40/70	1.310	1.200	1.079	45	1.262		
50/100	1.344	1.270	1.512	50	1.265		
100/100	1.429	1.480	3.214	75	1.274		
100/200	1.500	1.490	3.286	80	1.275		
100/300	1.541	1.500	3.357	100	1.280		
150/300	1.705	1.690	5.929	150	1.292		
200/200	1.821	1.810	7.643	200	1.303		
200/400	1.837	1.830	7.857	250	1.309		
250/250	1.914	1.920	9.143	300	1.314		
250/500	1.943	1.940	9.357	400	1.323		
300/300	2.116	2.150	12.643	500	1.329		
300/500	2.143	2.180	13.214				
500/500	2.750	2.860	24.143				

**Miscellaneous Rating Factors**

<b>DEDUCTIBLES (RULE 16)</b>			
	<u>\$1,000*</u>	<u>\$2,000*</u>	<u>\$100** Glass</u>
Deductibles:			
Collision:	.63	.48	Not Applicable
Limited Collision:	.54	.32	Not Applicable
Comprehensive:	.75	.67	.84
Including Fire, Theft and Combined Additional Coverages			
*Charges based on \$500 Deductible Premium		\$300 Deductible - \$10	
**Applies to otherwise determined premium		\$500 Deductible - \$13	
Collision Waiver of Deductible Charges:		\$1,000 Deductible - \$16	
		\$2,000 Deductible - \$25	
<b>SUBSTITUTE TRANSPORTATION (RULE 17)</b>			
	<u>\$15/Day, \$450 Maximum</u>	<u>\$30/Day, \$900 Maximum</u>	<u>\$45/Day, \$1,350 Maximum</u>
Private Passenger:	\$12	\$63	\$146
Motorcycle:	\$45	\$90	\$167
<b>DISCOUNTS (RULE 19)</b>			
Advanced Driver Training: 5% classes 17, 18, 20, 21, 25, 26. Applied to Parts 1, 2, 4 and 7.			
Good Student: 10% classes 20, 21, 25, 26; 15% classes 17, 18. Applied to Parts 1,2 and 4 – 9.			
Student Away at School: 15% classes 20, 21, 25, 26; 10% class 17; 5% class 18. Applied to Parts 1,2 and 4 – 9.			
Passive Restraint Discount: <b>Applies only to</b> 25% Parts 2, 3, 6 and 12			
<b>Motor Homes and Antique Autos</b>			
Companion Discount:	6% for Bunker Hill Insurance Company or Mount Washington Assurance Corporation Companion Policies Parts 1-9, and 12 4% all other eligible Companion Policies Parts 1-9, and 12		
Agency Transfer Discount:	2% in the first term the policy is with Plymouth Rock, 1% in the second term Parts 1-9, and 12		
Advanced Issue Discount:	5% in the first term the policy is with Plymouth Rock, 3% in the second term , 1% in the third term Parts 1-9, and 12		

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**Miscellaneous Rating Factors**

<b>FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE (RULE 21)</b>							
	<u>Actual Cash Value</u>						
Fire	10% of Comprehensive Premium						
Fire & Theft	70% of Comprehensive Premium						
Fire, Theft & C.A.C.	85% of Comprehensive Premium						
<b>PERSONAL INJURY PROTECTION – DEDUCTIBLE (RULE 30)</b>							
DEDUCTIBLE:	\$100	\$250	\$500	\$1,000	\$2,000	\$4,000	\$8,000
Policyholder - Alone:	2%	4%	8%	14%	26%	37%	45%
Policyholder and Household Members:	2%	5%	10%	19%	35%	48%	59%
<b>OPTIONAL REPLACEMENT COST COVERAGE (RULE 35 PART B)</b>							
Parts 7, 8 and 9 rating factor:	1.10						
<b>TOWING AND LABOR (RULE 33)</b>							
Private Passenger and Motorcycle:	\$50 per Disablement \$8			\$100 per Disablement \$16			
<b>EXCESS ELECTRONIC EQUIPMENT COVERAGE (RULE 46)</b>							
Apply a rate of \$4 to each \$100 of valuation.							
<b>CUSTOMIZING EQUIPMENT - STATED AMOUNT COVERAGE (RULE 47)</b>							
Refer to Rule 47							
<b>ACCIDENT FORGIVENESS (RULE 37)</b>							
Parts 1-9 and 12 rating factor:	1.015						
<b>PREMIUM PACKAGE ENDORSEMENT</b>							
	Fewer than 2 Vehicles with Part 7 or 8 Coverage			2 or more Vehicles with Part 7 or 8 Coverage			
Policy Level Premium	\$35			\$70			

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**Miscellaneous Motor Vehicles**

	<b>LIABILITY</b>	<b>PHYSICAL DAMAGE</b>
<b>Pick-Up (Rule 32)</b>	Manual Rates	Part 7 - 60%* Part 8 - Manual Rate Part 9 - 90%
<b>Trailers (Rule 34)</b>	No Charge	Parts 7, 8 and 9 50% Latest Model Year shown in Rate Pages, Territory 1, Class 10 Symbol based on Cost New
<b>Motor Homes (Rule 39)</b>	Manual Rates	Parts 7 and 8 - 50% Part 9 - Manual Rate
<b>Antique Motor Cars (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Class 10 Parts 3, 6 and 12 Manual Rates	Parts 7, 8 and 9 50% Latest Model Year shown in Rate Pages, Territory 1, Class 10 Symbol based on appraised value
<b>Antique Motorcycles (Rule 40) (Advisory Rating &amp; Factors)</b>	Parts 1, 2, 4 & 5 25% of Motorcycle Rates Parts 3, 6 and 12 Manual Rates	Part 7, 8 and 9 50% of Territory 1 Motorcycle Rates
<b>Golfmobiles and Lawnmowers (Motorized) (Rule 42)</b>	50% of Class 10	Parts 7, 8 and 9 50% of Class 10
*Reduction not applicable to Waiver of Deductible premium Rates for Rules 34, 39, 40, and 42 are 2007 AIB Manual Rates		

<b>Snowmobiles (Rule 43)</b>		
<u>Liability</u>	<u>Annual Premiums</u>	
B.I. (excluding passenger hazard) - \$20,000/40,000	\$ 36	
B.I. (including passenger hazard) - \$20,000/40,000	\$106	
Uninsured Motorists - \$20,000/40,000	\$ 7	
Property Damage - \$5,000	\$ 10	
Medical Payments - \$500 per person (no other limits)	\$ 10	
<u>Physical Damage</u>	<u>Deductible</u>	<u>Rate per 100</u>
Comprehensive	\$100	\$2.00
	200	1.60
Collision	\$200	\$1.75
	300	1.60
Annual premiums are minimum premiums		

<b>Motorcycles, etc. (Rule 44)</b>
Motorcycle Rider Training Program Discount - 10% Parts 1-8 and 12
Insureds age 65 or older - 25% All Parts