

## MOTOR VEHICLE FORM FILING CHECKLIST

**This checklist is designed to set forth minimum form filing guidelines that are identified in relevant statutes, regulations, and/or standards. It is not intended to be all-inclusive. There may be different or additional statutory or regulatory requirements that apply to your filing that are not specifically noted in this checklist. You are advised to independently verify if there are any other statutes, regulations, and/or other standards that may be applicable to your filing. Nothing contained herein shall limit or otherwise affect the Division of Insurance's ability to disapprove any filing that it determines is not in compliance with Massachusetts law, regulation and/or standards.**

Instructions: This checklist must accompany all motor vehicle insurance form filings. For each component of this checklist, the filer shall certify that the filing complies with the listed statutory provisions by initialing the space provided. If a listed statutory provision does not apply to the forms contained in the filing, the filer shall write "N/A" in the space provided.

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## **I. Proposed Effective Date**

\_\_\_\_\_ The proposed effective date of the forms contained in this filing is at least 30 days after the date the form filing has been submitted to the Division of Insurance. ([G.L. c. 175, § 113A](#) and [G.L. c. 175, § 192](#))

## **II. Stand-Alone Policies**

\_\_\_\_\_ This is a stand-alone automobile insurance form filing without combination for other lines of coverage ([G.L. c. 175, § 22A](#) and [G.L. c. 175, § 47](#)).

\_\_\_\_\_ A duly authorized person will execute the policy on behalf of the companies and the corporate name of each of the companies shall be affixed to the policy.

\_\_\_\_\_ The company or rating organization will notify its policyholders or members of any changes in coverage, conditions, or definitions in their motor vehicle insurance policies that result from the forms contained in this filing in accordance with [G.L. c. 175, § 113A](#).

## **III. Antique Automobiles**

\_\_\_\_\_ The filing contains forms that are designed specifically for insuring antique automobiles, and will only be made available for those automobiles that have model years of 25 years or greater. ([G.L. c. 175, § 113U](#))

## **IV. Direct Payment Plans**

\_\_\_\_\_ A direct payment plan or a referral repair shop program is used with the forms contained in this filing and the material associated with this plan or program has been submitted to the Division with a separate completed checklist.

\_\_\_\_\_ A direct payment plan or a referral repair shop program is used with the forms contained in this filing and the material associated with this plan or program is already on file with the Division.

## **V. Participating Repair Shop Endorsement**

\_\_\_\_\_ This filing contains a participating repair shop endorsement authorized by [G.L. c. 175, § 113T](#). The endorsement in this filing complies with all provisions required of it as described in [211 CMR 56.05](#) as required by [G.L. c. 175, § 113T](#).

## VI. Motor Vehicle Policies

### A. Required & Optional Coverage Parts

#### 1. \_\_\_\_\_ Minimum Required Liability Coverage

Motor Vehicle Registration. The Registrar of Motor Vehicles shall revoke the registration of any motor vehicle if the Registrar does not have proof that an insurance policy or bond is providing the minimum required coverage prescribed by G.L. c. 90, §§ 34A and 34O, and G.L. c. 175, § 113L pursuant to the requirements of [G.L. c. 90, § 34H](#).

#### \_\_\_\_\_ a. Minimum Required Coverage Limits

Policy documents include the coverage selection or declarations page, the policy contract, and any endorsements or forms that change coverage or amend the policy contract provisions. The limit of coverage afforded under the policy will be identified either on the coverage selection or declarations page or explicitly within the policy or endorsement.

- i. The policy documents provide bodily injury liability coverage in the amount of \$20,000 per person and \$40,000 per accident excluding coverage for both guest occupants of the insured motor vehicle and any accidents occurring outside the Commonwealth of Massachusetts. ([G.L. c. 90, § 34A](#))
- ii. The policy documents provide personal injury protection coverage in the amount of \$8,000 for medical expenses, lost wages, and replacement services for any one person that arises as the result of a motor vehicle accident. ([G.L. c. 90, § 34A](#))
- iii. The policy documents provide uninsured motorists coverage in the amount of \$20,000 per person and \$40,000 per accident caused by an uninsured motor vehicle. ([G.L. c. 175, § 113L](#))
- iv. The policy documents provide property damage liability coverage in the amount of \$5,000 per accident. ([G.L. c. 90, § 34O](#))

#### \_\_\_\_\_ b. Personal Injury Protection Coverage Requirements

The policy/endorsement complies with the following statutory requirements described in [G.L. c. 90, § 34A](#) and [G.L. c. 90, § 34M](#):

- i. Covered Individuals ([G.L. c. 90, § 34A](#))  
The following classes of people are eligible to receive personal injury protection benefits:
  1. The named insured on the policy or obligor on a motor vehicle liability insurance policy or bond, respectively;

2. Members of the policyholder's or obligor's household;
  3. Any authorized operator of or passenger in the policyholder's or obligor's motor vehicle;
  4. Any pedestrian, including people operating bicycles, tricycles and similar vehicles, persons on horseback or in vehicles drawn by horses or other draft animals, who is struck by the policyholder's or obligor's motor vehicle; and
  5. Policyholders, obligors, and members of their households if injured while in, upon, entering into or alighting from a motor vehicle that does not include personal injury protection , or struck while a pedestrian by such a vehicle.
- ii. Covered Expenses (G.L. c. 90, § 34A)  
Payments shall be made only for losses and expenses incurred by accident, and not suffered intentionally, while in or upon, or entering into or alighting from, or being struck as a pedestrian by, the policyholder's or obligor's motor vehicle without regard to negligence or gross negligence or fault of any kind.
1. Medical expenses consisting of reasonable expenses incurred within two years from the date of the accident for necessary medical, surgical, diagnostic and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and funeral services.
  2. Lost income, consisting of (1) income actually lost by a person who is employed or self-employed at the time of the accident, because of the inability to work and earn compensation, in the form of wages, salary, or their equivalent, but not other income that would otherwise have been earned in the normal course of the person's employment, such as bonuses or profit sharing; provided that payments for such lost compensation shall be limited to an amount that will provide 75 percent of the person's average weekly wage or salary for the year immediately preceding the accident, or (2) the actual amount of diminution of earning power for a person who is not employed or self-employed at the time of the accident
  3. Household services, including reasonable amounts actually paid to others, not members of the injured person's household, for providing ordinary and necessary services that the injured person would otherwise have performed, not for income but for the benefit of himself or members of his household.

iii. Coordination of Personal Injury Protection Coverage with Other Insurance ([G.L. c. 90, § 34A](#))

1. Medical Expenses.

No health, sickness or disability insurance policy, and no contract or agreement of any entity to provide, pay for or reimburse the costs of health care services shall deny claims relating to injuries suffered in a motor vehicle accident on the ground that the injured person has personal injury protection coverage.

Personal injury protection coverage shall pay no more than two thousand dollars to the injured person for medical expenses incurred by the injured person within two years of the date of the accident if such expenses are, or will be, compensated, paid or indemnified pursuant to any policy of health, sickness or disability insurance or any group contract or agreement to provide, pay for or reimburse the injured person for medical expenses.

If an injured person is entitled to reimbursement for medical expenses under another coverage purchased with the policy, payments will be made first under personal injury protection.

2. Lost Income.

Payments under personal injury protection coverage for lost income to a person who is entitled to compensation under any other wage continuation program applicable to periods of inability to work, shall be limited to the difference between the payment made by the wage continuation program and 75 percent of the person's average weekly wage or salary for the year immediately preceding the accident. The motor vehicle insurer shall reimburse any wage continuation program or its equivalent that provides for accumulated benefits which can be converted into cash or additional retirement credit for the amount the program actually pays to the injured person up to 75 percent of the injured person's average weekly wage or salary for the year immediately preceding the accident.

If payments to an injured person under any other wage continuation program reduce the amounts paid under personal injury protection coverage for lost income, and the benefits under the wage continuation program are subsequently exhausted, rendering the injured person unable to receive wage compensation for a later injury or illness to which he would otherwise have been entitled but for such reduction, the motor vehicle insurer shall pay for lost wages, salary or its equivalent resulting from any other

illness or injury the injured person has within one year of its last payment for the injury resulting from a motor vehicle accident.

In all cases where an injured person is compensated under another wage continuation program and also recovers these benefits from another source, he shall be entitled to reimburse the wage continuation program with no loss in standing under such program.

iv. Option to Extend Coverage (G.L. c. 90, § 34A)

Within 2 years of the accident, the insurer providing the personal injury protection coverage may tender to the injured person the cost of renewing or maintaining another insurance policy that provides health benefits or income disability for the two year period following the date of the accident if the injured person has such an insurance policy and is unable or unwilling to pay the costs of renewing or continuing that policy in force.

Upon receipt of such tender, the injured person shall continue such policy of insurance, or an equivalent policy, for the two year period. Prior to receipt of such tender, the injured person shall not be compelled to renew or maintain any policy of insurance in force.

Payment of such tender by the insurer shall not operate to reduce the benefits otherwise payable under personal injury protection coverage or interfere in any way with the injured person's choice of physician or medical treatment.

v. Obligations of the Injured Person (G.L. c. 90, § 34M)

1. Timing

Claims for personal injury protection benefits shall be presented to the insurer providing such benefits as soon as practicable after the date of the accident giving rise to such claim, and in every case, within two years from the date of the accident.

2. Content

Requests for payment shall include:

- (a) A written description of the nature and extent of injuries sustained, treatment received and contemplated, and such other information as may assist in determining the amount due and payable;
- (b) Requests for lost income shall authorize the insurer to obtain details of all wage or salary payments paid by any

employer or, in the case of a self-employed individual, the individual's earnings in the year immediately preceding the date of the accident,

- (c) Requests for lost income shall authorize the insurer to make any reasonable and necessary investigation as to whether or not such loss may be reduced in whole or in part as a result of any other applicable wage continuation program.

### 3. Physical Examination

The injured person shall submit to physical examinations by physicians selected by the insurer as often as may be reasonably required, and shall do all things necessary to enable the insurer to obtain medical reports and other needed information to assist in determining the amounts due. Non-cooperation of an injured party shall be a defense to the insurer in any suit for benefits, and failure of an insurer to pay benefits in the event of such non-cooperation shall not in any way affect the exemption from tort liability.

#### vi. Claim Payment Requirements (G.L. c. 90, § 34M)

Coverage under personal injury protection shall be due and payable as loss accrues. Upon receipt of reasonable proof of the fact and the amount of expenses and loss incurred provided that, upon notification of disability from a licensed physician, the insurance company shall commence medical payments within ten days or give written notice of its intent not to make such payments, specifying reasons for said non-payment.

No insurer shall refuse to pay a bill for medical services submitted by a practitioner registered or licensed under the provisions of [G.L. c. 112](#) if such refusal is based solely on an insurer's request for a medical review of the bill or of the medical services underlying the bill unless the requested review was conducted by at least one practitioner registered or licensed under the same section of G.L. c. 112 as the practitioner who submitted the bill for medical services.

#### vii. Situations That Qualify for No Payment (G.L. c. 90, § 34A)

Personal injury protection benefits may be denied to an injured person if he, while operating a motor vehicle in the Commonwealth, contributed to his injury in any of the following ways:

1. Operating under the influence of alcohol or a drugs;
2. While committing a felony or seeking to avoid lawful apprehension or arrest by a police officer; or



3. By acting with specific intent to cause injury or damage to himself or others.

No payments for personal injury protection benefits shall be made if the injured person is entitled to payments or benefits under [G.L. c. 152](#).

No payments for personal injury protection shall be made to anyone who was operating or occupying a motorcycle, a motor vehicle not subject to motor vehicle registration, a motorized bicycle, or moped at the time of the accident. Regulation [211 CMR 3.00](#) requires that a motor vehicle insurance policy covering a motorcycle provide personal injury protection coverage to pedestrians struck by the motorcycle.

\_\_\_\_\_c. Uninsured Motor Vehicle Coverage Requirements

The policy/endorsement complies with the following statutory requirements described in [G.L. c. 175, § 111D](#) and [G.L. c. 175, § 113L](#):

i. Covered Individuals

1. A person who suffers bodily injury or death in a covered accident who is the named insured on a policy is entitled to the limit of coverage on that policy if the injury occurred while occupying an owned or non-owned motor vehicle that is registered for highway use. If there are two or more such policies that provide the same limits, a pro rata contribution will be made.
2. A person who suffers bodily injury or death in a covered accident who is insured under the policy, but not the named insured, may recover under the policy of a resident relative that provides the highest limits of such coverage, whether or not the vehicle insured under that policy was involved in the accident. If there are two or more such policies that provide such coverage at the same limits, a pro rata contribution will be made.
3. A person who suffers bodily injury or death in a covered accident who is not an insured on a resident relative's policy or a named insured on any policy may obtain coverage from the named insured's policy covering the vehicle they were occupying when the injury occurred.

ii. Covered Accidents

1. Coverage protects people who are legally entitled to recover damages from owners or operators of uninsured motor vehicles, trailers or semi-trailers and hit-and-run motor vehicles because of bodily injury, sickness or disease, including death resulting therefrom.
2. Coverage protects people who are legally entitled to recover damages from owners or operators of insured motor vehicles because of bodily injury, sickness or disease, including death resulting therefrom when the liability insurer of said vehicle is unable to make payment with respect to the legal liability of its insured within the limits purchased because the insurer is insolvent.

iii. Coverage Terms

1. Coverage shall apply such that regardless of the number of vehicles involved, whether insured or not, persons covered, claims made, premiums paid or the number of premiums shown on the policy, the limit of liability for 2 or more vehicles or 2 or more policies shall in no event be added together, combined or stacked to determine the limit of insurance coverage available to an injured person.
2. Coverage for insureds that are injured in one of the following circumstances shall not exceed the lesser of the limit of coverage in effect at the time of the accident or 35/80:
  - a. The injury occurred while the person was occupying an owned motor vehicle at the time it was being used as a public livery or conveyance.
  - b. The injury occurred while the person occupying the insured motor vehicle was being used without the consent of its owner.
3. Coverage provides that the determination as to whether the insured or his legal representative is legally entitled to recover such damages, and if so the amount, shall be made by agreement between the insured or such representative and the insurer or, if they fail to agree, by arbitration. The provisions of section

[G.L. c. 175, § 108](#) shall not apply to this coverage. ([G.L. c. 175, § 111D](#))

iv. Coordination of Coverage/Subrogation

1. The insurer making payments under this coverage is entitled to the proceeds of any settlement or judgment against any person or organization legally responsible for the bodily injury for which payment was made, provided that the injured person has received full compensation for his injuries, including death.
2. Payments for loss under this coverage will be reduced by the amounts paid under [G.L. c. 152](#).
3. Payments for loss under this coverage will be reduced by any expenses that are payable, or would have been payable except for a deductible, under the personal injury protection coverage of the policy or any other motor vehicle insurance policy ([G.L. c. 90, §34M](#)).

v. Coverage Exclusions

1. An insured who suffers bodily injury or death while occupying a motor vehicle owned by that insured that is registered for highway use and does not have in effect the coverage required by [G.L. c. 90, § 34A](#) is not entitled to uninsured motor vehicle coverage under any motor vehicle insurance policy.
2. A named insured who suffers bodily injury or death while occupying a motor vehicle owned by that insured that is registered for highway use and is being used at the time as a public or livery conveyance, and does not have in effect the coverage required by [G.L. c. 90, § 34A](#) is not entitled to uninsured motor vehicle coverage under any motor vehicle insurance policy.

\_\_\_\_\_d. Property Damage Liability Coverage Provisions

i. Coverage Terms

1. Coverage shall provide payments on behalf of the insured all sums the insured is legally obligated to pay as damages because of injury to or destruction of property, including loss of use thereof, caused by an accident and arising out of the ownership, maintenance or use, including loading and unloading of the insured motor vehicle. ([G.L. c. 90, § 34O](#))

2. Coverage includes the insurer's duty to defend any suit against the insured seeking damages on account of injury to or destruction of property even if any of the allegations of the suit are groundless, false or fraudulent. ([G.L. c. 90, § 34O](#))
3. Coverage preserves the insurer's right to pursue any remedies or indemnification that arise out of its insured's failure to comply with such policy provisions. ([G.L. c. 90, § 34O](#))

2. \_\_\_\_\_ Coverage Options That must Be Offered By Insurers

\_\_\_\_\_ a. Mandatory Offer Coverage Limits

Policy documents include the coverage selection or declarations page, the policy contract, and any endorsements that change or amend the policy contract provisions. The limit of coverage afforded under the policy may be identified either on the coverage selection or declaration page or explicitly within the policy or endorsement.

- i. The insurer will offer a policy that provides bodily injury liability coverage up to the amount of \$35,000 per person and \$80,000 per accident including coverage for guest occupants of the insured motor vehicle for any accident occurring within the United States and Canada ([G.L. c. 175, § 113C](#)).
- ii. The insurer will offer a policy that provides uninsured motorist coverage up to the amount of \$35,000 per person and \$80,000 per accident. The amount of additional uninsured motor vehicle coverage purchased on the policy shall not exceed the amount of additional bodily injury liability coverage purchased under the policy. ([G.L. c. 175, § 113C](#))
- iii. The insurer will offer a policy that provides underinsured motorist coverage up to the amount of \$35,000 per person and \$80,000 per accident. The limit of underinsured motor vehicle coverage purchased on the policy shall be the same as the limit of uninsured motor vehicle coverage purchased under the policy. ([G.L. c. 175, § 113C](#) and [G.L. c. 175, § 113L](#))
- iv. The insurer will offer a policy that provides medical payments coverage up to the amount of \$5,000 per person as the result of a motor vehicle accident ([G.L. c. 175, § 113C](#)).
- v. The insurer will offer a policy providing fire, theft, or comprehensive coverage for the insured vehicle up to its actual cash value, subject to a \$500 deductible. ([G.L. c. 175, § 113O](#)) This offer is not required in the following circumstances:

1. If an insured vehicle results in a total loss due to fire or theft, coverage for loss due to fire or theft may be suspended on any replacement vehicle unless the insured has made the replacement vehicle available for inspection within two business days of the date the vehicle was acquired. The insurer may also require a deductible of 10% of the replacement vehicle's actual cash value unless the vehicle is equipped with an approved anti-theft device. ([G.L. c. 175, § 113O](#))
  2. Any motor vehicle for which a salvage certificate has been issued by the Registrar of Motor Vehicles unless a new certificate has been issued pursuant to [G.L. c. 90D, § 20D](#). ([G.L. c. 175, § 113S](#))
- vi. The insurer will offer coverage for the temporary loss of use of the insured motor vehicle as a result of a motor vehicle accident. [G.L. c. 90, § 34O](#)

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**b. Underinsured Motorists Coverage Requirements**

The policy/endorsement complies with the statutory requirements described in [G.L. c. 175, § 111D](#) and [G.L. c. 175, § 113L](#).

i. Coverage Terms

Coverage shall apply to motor vehicle accidents when the bodily injury liability bond amount or policy limit for the at-fault vehicle is less than the policy limit for underinsured motor vehicle coverage purchased under the policy and the damages of the insured exceed the bodily injury bond amount or policy limit applicable to the accident. The amount of underinsured motor vehicle coverage is limited to the extent to which the underinsured motor vehicle coverage limit exceeds said limits of bodily injury liability subject to the terms of the policy.

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**c. Medical Payments Coverage Requirements**

The policy/endorsement complies with the statutory requirements described in [G.L. c. 175, § 111C](#) and [G.L. c. 175, § 113C](#).

i. Coverage Terms

1. Coverage applies irrespective of any legal liability of a person insured under the policy.
2. Coverage includes payment for the reasonable expenses of medical, surgical, x-ray, dental (including prosthetic devices), ambulance, hospital, professional nursing and funeral expenses associated with a motor vehicle accident.
3. The provisions of [G.L. c. 175, § 108](#) do not apply to this coverage.

. **d. Fire, Theft, and Comprehensive Coverage Requirements**

The policy/endorsement complies with the statutory requirements described in [G.L. c. 175, § 113O](#) and [G.L. c. 175, § 191A](#).

- i. Covered Perils Under Comprehensive  
Coverage pays for losses caused by vandalism, fire, theft, missiles, falling objects, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, riot, or contact with a bird or animal.
- ii. Coverage Terms
  1. The policy/endorsement clearly identifies any expenses it pays for substitute transportation after a loss.
  2. If the loss or damage to the insured vehicle was the result of larceny, robbery, or pilferage, the insured must notify the police. ([G.L. c. 175, § 191A](#))
  3. An insured is not eligible for payment for a loss due to theft until the insured receives notice from the appropriate police authority that a statement that conforms with the provisions of [G.L. c. 266, § 29](#) has been filed. ([G.L. c. 175, § 113O](#))
  4. An insured is not eligible for payment for a loss due to fire until the insured has filed a statement with the insurer that complies with [G.L. c. 266, § 29B](#), and the insurer has a reasonable amount of time to determine whether fraud was involved. ([G.L. c. 175, § 113O](#))

3. \_\_\_\_\_ Coverage That Must Be Available at the Request of the Policyholder

The coverage options outlined below will be made available to policyholders at their request. The coverage options selected by the policyholder will be described in the policy, an endorsement to the policy, or in the coverage selection or declaration page. The coverage selection or declaration page will be issued at policy inception and renewal.

a. \_\_\_\_\_ Collision Coverage Requirements

The policy/endorsement complies with the statutory requirements described in [G.L. c. 90, § 34O](#) and [G.L. c. 175, § 113S](#).

i. Refusal to Write

Collision shall not be issued for any motor vehicle for which a salvage certificate has been issued by the Registrar of Motor Vehicles unless a

new certificate has been issued pursuant to [G.L. c. 90D, § 20D](#).  
([G.L. c. 175, § 113S](#))

ii. Covered Accidents

Damage caused by collision of the insured motor vehicle with another object or with a vehicle to which it is attached, or by upset of the insured motor vehicle. Payments under this coverage are made without regard to negligence, comparative negligence, gross negligence or fault of any kind.

iii. Coverage Amount

1. The coverage shall pay for direct and accidental loss of or damage to the insured motor vehicle, subject to a deductible, up to a limit equal to the actual cash value of the vehicle less such deductible.
2. Deductible Options
  - (a) A \$500 deductible shall be available.
  - (b) A \$0 deductible, or deductible waiver, shall be available that applies when the negligence attributable to the operator of the insured vehicle is less than 50% and any of the following conditions apply:
    - (1) the insured is entitled to recover in tort for such loss or damage against another identified person;
    - (2) the loss or damage to the insured motor vehicle occurs while the vehicle is lawfully parked and is the result of impact with another vehicle owned by another identified person;
    - (3) the insured motor vehicle is struck in the rear by another vehicle owned by another identified person moving in the same direction;
    - (4) the operator of the vehicle causing loss or damage to the insured motor vehicle as a result of his operation at the time the loss or damage was incurred, is convicted of either operating under the influence of alcohol or drugs , or of driving the wrong way on a one-way street or of operating at an excessive rate of speed as defined in [G.L. c. 90, § 17](#), or of any similar violation of the law of any other state in which the loss or damage is sustained. No coverage exists, however, if the operator of the insured vehicle is also convicted of any such violations as a result of his operation at the time said loss or damage was incurred.

b. \_\_\_\_\_ Limited Collision Coverage Requirements

The policy/endorsement complies with the statutory requirements described in [G.L. c. 90, § 34O](#) and [G.L. c. 175, § 113S](#) .

i. Refusal to Write

Limited collision shall not be issued for any motor vehicle for which a salvage certificate has been issued by the Registrar of Motor Vehicles unless a new certificate has been issued pursuant to [G.L. c. 90D, § 20D](#). ([G.L. c. 175, § 113S](#))

ii. Covered Accidents

Damage caused by collision of the insured motor vehicle with another object or with a vehicle to which it is attached, or by upset of the insured motor vehicle. Payments under this coverage are made when the operator of the insured vehicles is less than 50% at fault

iii. Coverage Amount

1. The coverage shall pay for direct and accidental loss of or damage to the insured motor vehicle, subject to a deductible of \$500, up to a limit equal to the actual cash value of the vehicle less such deductible under the following conditions:

- (a) the insured is entitled to recover in tort for such loss or damage against another identified person;
- (b) the loss or damage to the insured motor vehicle occurs while the vehicle is lawfully parked and is the result of impact with another vehicle owned by another identified person;
- (c) the insured motor vehicle is struck in the rear by another vehicle owned by another identified person moving in the same direction;
- (d) the operator of the vehicle causing loss or damage to the insured motor vehicle as a result of his operation at the time the loss or damage was incurred, is convicted of either operating under the influence of alcohol or drugs, or of driving the wrong way on a one-way street or of operating at an excessive rate of speed as defined in [G.L. c. 90, § 17](#), or of any similar violation of the law of any other state in which the loss or damage is sustained. No coverage exists, however, if the operator of the insured vehicle is also



convicted of any such violations as a result of his operation at the time said loss or damage was incurred.

The insured shall be entitled to payment in any of the cases described in clauses 2(b), 2(c) and 2(d) whether or not the facts disclose that he is or would have been entitled to recover in tort for such loss or damage against another.

c. \_\_\_\_\_ Deductible Options

The policy documents allow policyholders to purchase the following deductible options as required by G.L. c. 90, §§ 34M and 34O and G.L. c. 175, § 113O.

- i. Deductible options of \$100, \$250, \$500, \$1000, \$2000, \$4000, or \$8000 for loss under personal injury protection coverage will be available at the insured's request. The deductible option may apply to the named insured only or to the named insured and members of the named insured's household. ([G.L. c. 90, § 34M](#))
- ii. A deductible option of \$300, subject to underwriting, for loss under fire, theft, and comprehensive coverage. ([G.L. c. 175, § 113O](#))
- iii. A \$100 deductible option for glass only loss under fire, theft, and comprehensive coverage. ([G.L. c. 175, § 113O](#))
- iv. A deductible option of \$300 (subject to underwriting) and \$1,000 for loss under collision or limited collision coverage. ([G.L. c. 90, § 34O](#))

c. \_\_\_\_\_ Additional Coverage Options

The policy documents allow for policyholders to purchase coverage for fire, theft, and comprehensive that provides makes no deduction for depreciation in the determination of the actual cash value of the vehicle below a value agreed upon by the policyholder and the policyholder at the time coverage was issued pursuant to the requirements of [G.L. c. 175, § 113O](#).

B. Policy Terms and Conditions

\_\_\_\_\_ 1. General Conditions

a. Contract Definition

The policy describes all documents that constitute the insurance contract in accordance with [G.L. c. 175, § 113A](#). The insurance contract includes the policy, the application form if any, the coverage selection or declaration page, and any other form or endorsement that affects insurance coverage.

- b. Effect of Insolvency or Death of Insured  
The policy provides coverage for the legal representative of the estate of the insured during the unexpired portion of the policy period to the same extent as though such legal representative were named as an insured in the policy in the event the insured dies or becomes insolvent or bankrupt. ([G.L. c. 175, § 113A](#))
  
- c. Vehicle Inspection Requirements  
The policy documents inform the policyholder that coverage under fire, theft, comprehensive, collision, or limited collision may be suspended if the policyholder fails to comply with the insurer's request for a vehicle inspection for a vehicle newly acquired by the policyholder. ([G.L. c. 175, § 113S](#) and [211 CMR 94.00](#))
  
- d. Policy Period and Coverage Territory
  - i. Policy Period  
A policy with a twelve month term will be available at the option of the policyholder. The maximum term of a motor vehicle policy is two years. The premium charged for any extension or renewal of the policy after its expiration is described in the policy documents.  
  
Policies issued for six months comply with the requirements of [Division Bulletin 2008-07](#). ([G.L. c. 175, § 113A](#))
  
  - ii. Coverage Territory  
The policy provides coverage for accidents occurring within the United States and its territories, Puerto Rico, and Canada. If there is an exception to this statement, the policy documents explicitly identify the scope of those exceptions in coverage territory.

## 2. Coverage & Loss Conditions

- a. Liability Coverage Follows the Insured Vehicle  
The policy provides third party liability coverage for bodily injury and property damage in accordance with the requirements set forth in [G.L. c. 175, § 112](#) and [G.L. c. 175, § 113](#) for both the owner of the insured vehicle and any person responsible for its operation with the express or implied consent of the owner. ([G.L. c. 175, § 113A\(1\)](#))
  
- b. Insurer's Obligations When the Insured is Legally Liable to Others  
The policy provides third party liability coverage for bodily injury and property damage to anyone entitled to damages despite the actions of the insured or legally responsible party under the terms and conditions described in [G.L. c. 175, § 112](#), [G.L. c. 175, § 113](#) and [G.L. c. 175, § 113A\(5\)](#).

c. Transfer of Vehicle Ownership

If the policy covers a registered motor vehicle or trailer that is transferred as provided in [G.L. c. 90, § 2](#), the policy shall continue in force and cover a newly acquired motor vehicle or trailer for 7 calendar days following the date of transfer. ([G.L. c. 175, § 113A](#))

d. Arbitration for Physical Damage

The policy provides that if the named insured and the company fail to agree on the amount of loss under collision, limited collision, fire, theft, or comprehensive, they shall go into arbitration as required by [G.L. c. 175, § 191A](#).

e. Insurer's Obligations in the Event of a Loss to an Insured Vehicle

The following obligations apply only if the form is not subject to a direct claim payment plan that has been filed or separately or is currently on file.

\_\_\_\_\_The policy/endorsement contains the following provisions for losses covered by Fire, Theft, Comprehensive, Collision, or Limited Collision coverage:

- i. If the insured fails to provide the insurer with a claim form stating that the repair work described in a completed appraisal has been completed, the insurer will only pay the insured the decrease in the actual value of the vehicle less any deductible. The insurer shall also decrease the actual cash value of the vehicle by the amount of the damage sustained. ([G.L. c. 90, § 34O](#) and [G.L. c. 175, § 113O](#))
- ii. If the insured fails to repair the vehicle, the insurer shall decrease the actual cash value of the vehicle by the amount of the damage sustained. ([G.L. c. 90, § 34O](#) and [G.L. c. 175, § 113O](#) )
- iii. The insurer must pay the repair shop directly if so instructed by its insured within seven days of its receipt of a claim form indicating that the repair work described in a completed appraisal has been completed. ([G.L. c. 90, § 34O](#) and [G.L. c. 175, § 113O](#))

\_\_\_\_\_3. Policy Termination

The policy provides for its termination in compliance with [G.L. c. 175, § 22C](#) and [G.L. c. 175, § 113A](#):

a. Notice of cancellation

The policy may be cancelled by either the named insured or the company by providing written notice at least 20 days prior to the effective date of the cancellation, subject to [M.G.L. c 175, § 187C](#).

b. Insurer cancellation

The policy may be cancelled by the insurer only under the following conditions ([G.L. c. 175, § 22C](#)):

- i. nonpayment of premiums;
- ii. fraud or a material misrepresentation in the application for insurance or renewal thereof ;
- iii. the operator's license or motor vehicle registration of the named insured or of any other person who resides in the same household as the named insured and who usually operates a motor vehicle insured under the policy has been under suspension or revocation during the policy period;
- iv. coverages which insurers refuse to offer under the provisions of paragraph (A) of section [G.L. c. 175, § 113H](#);
- v. in the event an insured fails to comply with a request for a motor vehicle safety inspection test for a vehicle that was previously totaled in a prior accident;
- vi. the notice of cancellation was issued before or after the effective renewal date by the insurer to take effect within the first 90 days of the renewal policy period for those policies not renewed in accordance with section [G.L. c. 175, § 22E](#); or
- vii. for failure of the applicant to complete and furnish the insurer a renewal application on a form prescribed by the Commissioner at least 30 days before the expiration of the previous policy period.

c. Policy Cancellation Triggered by Change in Vehicle Registration or Insurer

The policy shall terminate upon a sale or transfer by the owner of the motor vehicle or trailer it covers, or upon the owner's surrender of the registration plates to the registrar of motor vehicles issued G.L. c. 90 with a written statement, in such form as the registrar may require, that they are surrendered to cancel the registration of the motor vehicle or trailer and the policy. The policy shall also terminate upon the filing of a certificate as defined in G.L. c. 90, § 34A of another insurer covering the same motor vehicle or trailer. ([G.L. c. 175, § 113A](#))

d. Return Premium

The policy documents describe the basis of any return premium owed to the policyholder in the event the policy is cancelled by either the insurer or the policyholder, including situations where the insurer ceases to be authorized to transact business in the Commonwealth. The calculation of any return premium in the event of policy cancellation is described in the rate manual or the policy documents. ([G.L. c. 175, § 113A](#))

\_\_\_\_\_4. Compliance with Residual Market (Private Passenger Forms Only)

\_\_\_\_\_The forms contained in this filing do not alter the company's ability to maintain policy documents and endorsements that provide exactly the same coverage available under the policy documents and endorsements on file with the Division for the Massachusetts Automobile Insurance Plan that apply to vehicles insured through the private passenger motor vehicle residual market.