



NATALIE A. HUBLEY
PRESIDENT

COMMONWEALTH AUTOMOBILE REINSURERS

101 Arch Street, Suite 400 Boston, Massachusetts 02110
www.commauto.com 617-338-4000

NOTICE OF MEETING

GOVERNING COMMITTEE REVIEW PANEL

A meeting of the Governing Committee Review Panel will be held at the Automobile Insurers Bureau Conference Center at 101 Arch Street, 7th Floor, Boston, on

TUESDAY, APRIL 30, 2024, AT 10:00 A.M.

MEMBERS OF THE COMMITTEE

Mr. Thomas DePaulo, – Chair
Cabot Risk Strategies, LLC

Mr. Christopher Taylor
Ms. Meredith Woodcock

The Hanover Insurance Company
Liberty Mutual Insurance Companies

AGENDA

GCRP

23.01 Records of Previous Meeting

The Records of the Governing Committee Review Panel meeting of February 21, 2023 should be read and approved.

GCRP

24.03 CAR Conflict of Interest Policy

The Chair will read a statement relative to CAR's Conflict of Interest Policy.

GCRP

24.04 Calianos Insurance Agency/Norfolk and Dedham Insurance Company

Attached is a Request for Review submitted by the Calianos Insurance Agency. The agency is appealing the April 9, 2024 decisions of the Market Review Committee in denying its request for relief from the actions of the Norfolk and Dedham Insurance Company relative to its practice of requiring that its policyholders issue payment in full of the remaining policy premium balance upon issuance of a third cancellation notice. (Docket #GCRP24.04, Exhibit #1)

The Market Review Committee discussed the issue of whether Norfolk and Dedham's practice violates Rule 28.C.2 of CAR's Rules of Operation and whether they deemed the practice as unfair, unreasonable, or improper. Following discussion, the Committee determined that the agency had not established that the practice violated CAR Rules nor that the practice is unfair, unreasonable, or improper.

Also attached are documents submitted to the Market Review Committee by Mr. Calianos and by Norfolk and Dedham. (Docket #GCRP 24.04 Exhibits #2 and #3, respectively)

Lastly, the Records of the April 9, 2024 Market Review Committee meeting as well as a transcript of that meeting, as requested by Mr. Calianos, will be distributed as additional information prior to the meeting.

Other Business

To transact any other business that may properly come before this Committee.

Executive Session

The Governing Committee Review Panel may convene in Executive Session in accordance with the provisions of G.L. c. 30A, § 21.


LYNNE ROSENBERG
Director of Operations and Residual Market Services

Attachments

Boston, Massachusetts
April 18, 2024

COMMONWEALTH AUTOMOBILE REINSURERS

**REQUEST FOR REVIEW/RELIEF
 (PURSUANT TO CAR RULE 20/MAIP RULE 40)**

Requestor's Name/Title: Jason Calianos			
Signature: 		Date: 04/10/2024	
Agency or Company Name: Calianos Insurance Agency			
Address:	21 Roxbury St		
City/Town:	Roxbury	State: MA	Zip Code: 02119
Tel. #: 617-427-6260	Fax #: 617-427-4929	email: Calianosinsurance@gmail.com	

IF REPRESENTED BY COUNSEL OR OTHER PARTY, PLEASE COMPLETE THE FOLLOWING:
 (Representation by counsel is not required):

Name of Rep:		
Firm:		
Address:		
City/Town/State/ZIP:		
Tel. #:	Fax #:	email:

1 Reason For Review: A. Concisely summarize the reason(s) for your request for review, identifying the nature of your grievement or request for relief.
 B. Identify the specific relief sought.

I would like to appeal the decision of the Market Review Board on April 9,2024. Due to f
 Factual and proceedural errors, the board was unable to make a proper decision.

see Attached

2	Details of Aggrievement(s):	Provide specific detail for each reason for the requested review cited above, including references to violations of CAR or MAIP Rules, the agency contract, or established practices of CAR, MAIP or one of its Members. Include historical reference, where appropriate. Attach supporting documentation.
	As listed in original complaint and attached	
	3	Actions(s) Taken to Date to Resolve the Matter:
As listed in the original complaint.		
PLEASE NOT THAT I DO NOT WAIVE THE 15 DAYS		

Scheduling of Review

Upon receipt of a completed Request for Review/Relief Form, a hearing date will be established within 15 business days. After a date has been confirmed, CAR will issue a written Notice of Meeting to all affected parties and in compliance with the Open Meeting Law.

Request for Continuance

A request for a continuance of a review of the matter by CAR will be granted upon the agreement of all parties. Absent the agreement of all parties, a request for a continuance must be presented to the assigned Committee for approval.

Submission of Written Information

Any parties wishing to present written materials to be considered by the designated Committee must submit them to CAR's Docket Clerk no later than 12:00 p.m., 5 business days prior to the scheduled meeting date. Timely submitted materials will be docketed by CAR and distributed to the Committee as soon as practicable. Written materials submitted to CAR after 12:00 p.m. on the 5th business day prior to the scheduled meeting date will not be entered on the docket, but the submitting party may petition the Committee directly for consideration of such materials. The Committee has the discretion to determine whether such materials will be considered in its deliberations. In addition, parties who petition the Committee for the submission of materials are expected to be prepared to provide a minimum of 25 copies at the meeting. Parties should provide copies of ALL written materials that they wish considered in the matter to the opposing party in concert with their submission(s) to CAR and/or the Committee.

*All written materials submitted must be in compliance with 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth, which implements the provisions of M.G.L. c. 93H. That is, any personal information that includes a Massachusetts resident's first and last name or first initial in combination with one or more of the following data elements that relate to such resident; a) Social Security number, b) driver's license or state-issued identification card number or c) financial account number (including an insurance policy number), or credit or debit card number, **must be redacted**. Any document submission determined to not be in compliance with the standards will result in the materials being returned to the sender for correction and may impact its distribution to the reviewing Committee.*

15 Day Waiver: Initial below if waiving the need for review within 15 business days:

I waive the 15 business day review while retaining rights to a review: (Initial): _____

**PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR
PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO
CAR RULE 20/MAIP RULE 40**

Calianos Insurance Agency

21 ROXBURY STREET / P.O. BOX 901
ROXBURY, MASSACHUSETTS 02119

AT DUDLEY STATION

TEL (617) 427- 6260 FAX (617) 427- 4929

Auto Insurance — Income Tax Prepared

Commonwealth Automobile Reinsurers
101 Arch St, Suite 400
Boston ,MA 02110

April 10,2024

I am requesting an appeal of the decision of the Market Review Board on April 9,2024. The reason for the appeal includes but are not limited to the following. Please note that I have not waived the 15 days and request that a meeting be scheduled as soon as possible.

1. Additional documents were received on the day of the hearing without sufficient time to submit. Specifically, a letter from the Attorney General's office offering an opinion that N&D is in violation of Rule 28 for much of the same reasons as were argued by Calianos. This Letter is attached.
2. The Board's action was in contrast with their decision. They found that the rule required clarification as that the action of N&D is not in line with the intended rule, especially in a residual market; yet they found that there was no violation of the rule, and that the cancellation was not unfair, unreasonable, or improper.
3. They failed to make a ruling on one complaint. Three complaints were filed, and they only entered a decision on two. There was a third complaint alleging that N&D exceeded the scope of 211 CMR 97.04 by adding Language on their 2nd cancellation. This was briefly discussed by the board and there was a question of weather or not N&D had approval from the DOI to add such language. The representative from N&D could not answer the question.
4. The member from Commerce Insurance should have acknowledged the possibility of a conflict of interest as the Calianos Agency has an pending complaint at the DOI with this company.

Sincerely,


Jason Calianos



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

April 9, 2024

Jason Calianos
Calianos Insurance Agency
21 Roxbury Street
Boston, MA 02119

Re: CAR Market Review Committee Docket MR24.04

Dear Mr. Calianos,

Thank you for providing us with a copy of your Request for Relief under CAR MAIP Rule 40. We have been reviewing Norfolk and Dedham's alleged practice of demanding an accelerated payment of unearned premium for certain MAIP policyholders. As we understand it, the policyholder at issue in your Rule 40 Request was on a payment plan for his insurance premium. He was late with two payments over the course of the policy, each time paying the missed payment (and a \$29 fee) during the 20-day cure period provided in the cancellation notice. On the third late payment, he was advised, via a cancellation notice, that he was required to pay the full remaining premium within twenty (20) days, despite the fact that these sums were not due under the installment plan.

CAR Rule 28(c)(2) indicates that each assigned risk carrier will use the CAR installment plan for MAIP Business. This plan, and the relevant CAR Rules, do not authorize a carrier to demand accelerated payment of policy premium. Indeed, CAR Rule 28(c)(2) is explicit that a policyholder can pay premium via nine (9) months of installments. If a policyholder misses a payment, the consequence is that the policy may be cancelled after twenty (20) days unless the policyholder delivers the missing payment along with the \$29 fee. The carrier is not authorized to demand anything else.

The CAR Rules provide sufficient protection for the carriers, who already receive a downpayment that protects them financially when an installment plan policyholder is late paying an installment. There is nothing in the regulations or CAR Rules that authorizes a carrier to require the payment of all the unearned premium in the situation noted above.¹ Indeed, it would seem that even if this were a commercial policy, where CAR Rules may allow servicing carriers

¹ CAR Rules allow carriers to require full premium payment up-front where a policyholder already had a policy cancelled in the past two years. As we understand it, in the present case, the policyholder had not previously been cancelled. Receiving a notice of cancellation (and curing the defect) is not the same thing as actually being cancelled.

to use their own filed plans to set installment rules, there would be no basis for the accelerated payments demanded here. The payment would still need to be explicitly authorized by the carrier's plan filed with the Commissioner.

Massachusetts law bars the cancellation of a policyholder who has caught up with his payments within a cure period. *See* G.L. c. 175, sec. 113A (“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”). *See also* 211 CMR 97(2)(a). An insurer cannot require additional sums and cannot threaten to cancel consumers who fail to pay these unauthorized amounts.

Please keep us apprised of developments in this matter.

Sincerely,




Glenn Kaplan, Division Chief
Insurance & Financial Services Division

COMMONWEALTH AUTOMOBILE REINSURERS

**REQUEST FOR REVIEW/RELIEF
 (PURSUANT TO CAR RULE 20/MAIP RULE 40)**

Requestor's Name/Title: Jason Calianos

Signature: 

Date: 02/16/2024

Agency or Company Name: Calianos Insurance Agency

Address: 21 Roxbury St

City/Town: Boston

State: Ma

Zip Code: 02119

Tel. #: 617-427-6260

Fax #: 617-427-4929

email: calianosinsurance@gmail.com

IF REPRESENTED BY COUNSEL OR OTHER PARTY, PLEASE COMPLETE THE FOLLOWING:

(Representation by counsel is not required):

Name of Rep:

Firm:

Address:

City/Town/State/ZIP:

Tel. #:

Fax #:

email:

- 1 Reason For Review:** A. Concisely summarize the reason(s) for your request for review, identifying the nature of your grievement or request for relief.
 B. Identify the specific relief sought.

Norfolk and Dedham is in violation of CAR rule 28,c,2. They have recinded a payment plan on a MAIP client in asking for policy balance upon a third cancellation. The rule clearly states that "Each ARC will utilize the installment payment plan filed by Commonwealth Automobile Reinsurers for MAIP business", and "The remaining balance will be paid over nine equal monthly installments". By requiring a client to pay the full premium upon a third cancellation,N&D has terminated the payment plan . Further, rule 28 ,c,4 is very specific concerning the remedies when a policy holder fails to pay his installment premium. If an insured breaches their payment plan, a cancellation fee of \$29.00 can be charged. The rule does not contemplate rescinding the payment plan. The payment plan stays in effect as long as the policy is active. In addition to this, there is no benefit for N&D to continue this practice as they remain in a positive equity position with the established Maip Payment plan. The only possible motivation would be to unfairly discriminate against the risks in the MAIP,a population that consists of families that live in Roxbury,Dorchester,Mattapan as well as other urban areas.

I request that this practice cease for ALL policies immediatly and that the cancellation on this policy be reinstated and reissued with the correct amount.

2	<p>Details of Aggrievement(s):</p>	<p>Provide specific detail for each reason for the requested review cited above, including references to violations of CAR or MAIP Rules, the agency contract, or established practices of CAR, MAIP or one of its Members. Include historical reference, where appropriate. Attach supporting documentation.</p> <p>Multiple year violation of CAR rule 28.C.2 as detailed above. The rule is attached as well as an email from the ARC stating that they have been doing this for the past seven years with CAR's authority. I could not find a bulletin or recent meeting minutes that grant this authority. This is and has been a big departure from the usual and customary billing practices of all other companies participating in the MAIP.</p> <p>Further, the addition of the language on the second cancellation falls outside the scope and authority of 211 CMR 97. The threat of termination of a payment plan on a cancellation is not language that the CMR stipulates. The CMR also refers to the premium payment plan on file with the Commissioner. In this case, it is the payment plan stipulated by MAIP under Rule 28. A third complaint was filed detailing this and it is attached.</p>
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3	<p>Actions(s) Taken to Date to Resolve the Matter:</p>	<p>State when you first became aware of each item/issue being contested and the steps taken to mitigate or resolve the matter prior to this request for a formal review. Attach supporting documentation.</p> <p>I first learned about this practice on January 25, 2024. I called N&D customer service. I was informed that they do this for MAIP policies and they never take less than the balance on the third cancellation. At 4:54 pm on January 25, I emailed Jean Houghton. I explained my position, and she wrote back stating that she would not offer a lower amount and that they have been doing this since 2017 with support from CAR staff(email Attached).</p> <p>I filed a complaint with CAR on January 26, 2024. Richard Dalton responded to the complaint stating "An examination of these cancellation notices revealed that the information and language mandated by 211 CMR 97.04 were contained within these notices. Therefore, this complaint is deemed not valid". As the question of the actual violation was not mentioned, I filed a second complaint on 01/31/2024. Both complaints and email are attached. As of this date, there has been no response from CAR or Mr Dalton on the second complaint.</p> <p>I also filed a third complaint on 02/13/2024, no response from CAR has been received. The ARC responded stating that they use their own payment plan(Complaint Attached) On Jan 30</p>
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2024 I also spoke with and forwarded emails to Mary Ellen Thompson from the DOI.

Scheduling of Review

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I waive the 15 business day review while retaining rights to a review: (Initial): JC

**PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR
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Calianos Insurance Agency

21 ROXBURY STREET / P.O. BOX 901
ROXBURY, MASSACHUSETTS 02119

AT DUDLEY STATION

TEL (617) 427- 6260 FAX (617) 427- 4929

Auto Insurance — Income Tax Prepared

Delivered By Email

Commonwealth Automobile Reinsurers

101 Arch St, Suite 400

Boston, Ma 02110

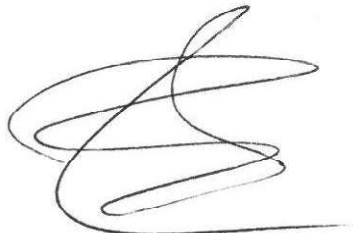
Addendum to Rule 40 request

In response to Lynn Rosenberg's letter dated 02/21/2024, I offer this clarification as to how I am aggrieved by the unfair, unreasonable, or improper practice of Norfolk and Dedham. The monetary and reputational damage to my agency is numerous. They include but are not limited to the following.

1. This practice unfairly targets my agencies' MAIP clients and seeks to induce cancellation of these policies. This directly affects my commission.
2. This practice also damages the existing goodwill and the reputation of my agency. The client can blame the agent for this cancellation and besmirch the agent's name in the community resulting in a loss of business not only in the MAIP, but in the voluntary markets. This situation is further aggravated by the fact that if the client wanted to rewrite with the existing agency, they would be assigned to the exact company that caused the harm.
3. This practice creates a situation where the client is forced to pay full premium of the policy if cancelled and rewritten. This stipulation follows him no matter where he goes, causing further monetary and reputational damage to my agency.
4. This continued practice will cause future cancellations of clients resulting in a further loss of Commission for my agency.

As you can see my agency is greatly aggrieved by this practice. I expect and demand that a hearing be scheduled.

Sincerely,
Jason Calianos





NATALIE A. HUBLEY
PRESIDENT

COMMONWEALTH AUTOMOBILE REINSURERS

101 Arch Street, Suite 400 Boston, Massachusetts 02110
www.commauto.com 617-338-4000

February 21, 2024

By Email and U.S. Mail
Jason Calianos
Calianos Insurance Agency
21 Roxbury Street
Boston, MA 02119

Dear Jason:

CAR staff and counsel have reviewed the Request for Review/Relief under MAIP Rule 40 (“the Request”) filed by Calianos Insurance Agency (“the Agency”) with CAR on February 16, 2024, and have determined as a threshold matter that the Request, in its current form, fails to meet the express requirements of Rule 40 that the complainant be “aggrieved” by the alleged “unfair, unreasonable or improper practice” that is the basis of the Request.

Specifically, MAIP Rule 40 provides that: “Any Member or licensed producer aggrieved by any unfair, unreasonable, or improper practice of the MAIP or another Member with respect to the operation of the MAIP may request a formal review and ruling by the Governing Committee on the alleged practice.” With respect to the Agency’s Request, you have failed to describe, or in fact reference in any way, how the Agency has been aggrieved by the alleged practice of Norfolk and Dedham.

Therefore, we have determined that the Request, as drafted, may not proceed under MAIP Rule 40 to a formal review of, and ruling on, the alleged practice the Agency complains of in the Request.

Should you have any further questions regarding this determination, or the Rule 40 appeal process in general, please feel free to contact me at 617-880-7237 or lrosenberg@commauto.com.

Sincerely,

Lynne Rosenberg

Lynne Rosenberg
Director – Operations and Residual Market Services



Norfolk & Dedham Mutual Insurance Policy Statement

Insured: [REDACTED]
Policy Number: [REDACTED]

Date: 07/25/23

A. Description of Insured Property

PERS'L AUTO
16 BMW 750 XI

B. Agent Information

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119
TEL #: (617) 445-7300

C. Current Bill

Due Date	08/15/23
Amount Due*	\$389.99
Balance	\$3,155.60

*Amount Due includes installment charge where applicable.

Download the My Insurance® iOS® App through the iTunes App Store®.




 To download the My Insurance app, scan this code with your iPhone.

D. Activity from Last Bill

Date	Activity	Amount
07/25/23	BALANCE	\$3,155.60
07/25/23	INSTALLMENT CHARGE	\$8.00
07/17/23	PAYMENT RECEIVED	-\$402.40
06/26/23	PAYMENT RECEIVED	-\$1,191.00
06/26/23	PAYMENT RECEIVED	\$1,191.00
06/26/23	NEW POLICY	\$4,741.00
06/26/23	PREVIOUS BALANCE	\$3,741.00

Payment Slip

Thank you for your payment. Please enclose this slip with a check payable to Norfolk & Dedham Mutual.

Please check box to make an address change (complete side 2 and return to the N&D Group®).

[REDACTED]

Insured: [REDACTED]

[REDACTED]

Policy Number	[REDACTED]
Due Date	08/15/23
Amount Due	\$389.99
Balance	\$3,155.60
Amount Paid	\$

E. A Message From The N&D® Group

Thank you for choosing The Norfolk & Dedham Group®. We have been protecting homes, businesses, and drivers since 1825. To learn more, please visit www.ndgroup.com. When visiting our site, we encourage you to enroll in My Insurance® to enjoy the following benefits:

- 24/7 access to account, billing and payment history
- Paperless delivery of bills and policy documents
- Easy access to your agent's contact information

F. Billing Information

Billing Address & Contact Information	The Norfolk & Dedham Group® P.O. Box 4104 Woburn, MA 01888-4104 Tel #: 800-688-1825	RUSH / OVERNIGHT ADDRESS 222 Ames Street Dedham, MA 02026
Payment Due Date	Your payment is due on or before 12:01 a.m. of the 'DUE BY' date stated on Page 1 of this notice. Please note that '12:01 a.m.' means 'one minute after midnight'. If your payment is not received by the due date, a notice of cancellation for non-payment of premium will be sent to you stating the effective date of cancellation.	
Pay Plan	Your policy is on the 10 pay plan.	
Installment Charge	\$8 per installment.	
Late Fee	\$29 for all cancellation notices due to non-payment of premium.	
Returned Check Fee	A returned check incurs a \$29 charge and may generate a cancellation notice.	
Electronic Debit Program	Pay your bill via EDP and eliminate future installment and postage charges. With your written authorization, premium installment payments are automatically deducted from your designated bank account. Please visit www.ndgroup.com and download the EDP authorization form today. You can also pay your bill through My Insurance.	
Paperless Bill and Policy Delivery	Sign-up today for electronic delivery of your bill and policy. Go to www.ndgroup.com and register under My Insurance®	
Policy Changes	If you require any changes to your policy or have other related insurance questions, contact your N&D agent listed on the front of this bill.	

G. A Message From Your Agent

As your independent insurance agency, we provide high quality, local service and the essential insurance expertise you deserve when deciding how to best protect your most important assets. The combination of service and expertise provided by the N&D® Group and our agency ensures you are getting coverage tailored to meet your specific needs.

If you have any questions regarding your policy, claim, or insurance-related matters, please do not hesitate to contact us. Thank you for being a valued customer of our Agency.

Mailing Address Change Form

Mailing Address
 Location Address
 Both
 Policy #: XXXXXXXXXX

Effective Date of Change _____

Street / P.O. Box _____

City _____ State _____ Zip Code _____

Telephone Number _____ Email Address _____

The Norfolk & Dedham Group®
P.O. Box 4104
Woburn, MA 01888-4104



Norfolk & Dedham Mutual Insurance Policy Statement

Insured: [REDACTED]
Policy Number: [REDACTED]

Date: 09/22/23

A. Description of Insured Property

PERS'L AUTO
16 BMW 750 XI

B. Agent Information

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119
TEL #: (617) 445-7300

C. Current Bill

Due Date	10/15/23
Amount Due*	\$798.14
Balance	\$2,773.61

*Amount Due includes installment charge where applicable.

D. Activity from Last Bill

Date	Activity	Amount
09/24/23	BALANCE	\$2,773.61
09/24/23	INSTALLMENT CHARGE	\$8.00
09/03/23	CANCEL RESCINDED	-\$418.99
08/22/23	LATE FEE	\$29.00
07/25/23	PREVIOUS BALANCE	\$3,155.60

Download the My Insurance® iOS® App through the iTunes App Store®.




 To download the My Insurance app, scan this code with your iPhone.

Payment Slip

Thank you for your payment. Please enclose this slip with a check payable to Norfolk & Dedham Mutual.

Please check box to make an address change (complete side 2 and return to the N&D Group®).

Insured: [REDACTED]

Policy Number	[REDACTED]
Due Date	10/15/23
Amount Due	\$798.14
Balance	\$2,773.61
Amount Paid	\$

E. A Message From The N&D® Group

Thank you for choosing The Norfolk & Dedham Group®. We have been protecting homes, businesses, and drivers since 1825. To learn more, please visit www.ndgroup.com. When visiting our site, we encourage you to enroll in My Insurance® to enjoy the following benefits:

- 24/7 access to account, billing and payment history
- Paperless delivery of bills and policy documents
- Easy access to your agent's contact information

F. Billing Information

Billing Address & Contact Information	The Norfolk & Dedham Group® P.O. Box 4104 Woburn, MA 01888-4104 Tel #: 800-688-1825	RUSH / OVERNIGHT ADDRESS Norfolk & Dedham Group RE: Lighthouse Payment Services, Inc. 331 Montvale Avenue, 4th Floor Woburn, MA 01801
Payment Due Date	Your payment is due on or before 12:01 a.m. of the 'DUE BY' date stated on Page 1 of this notice. Please note that '12:01 a.m.' means 'one minute after midnight'. If your payment is not received by the due date, a notice of cancellation for non-payment of premium will be sent to you stating the effective date of cancellation.	
Pay Plan	Your policy is on the 10 pay plan.	
Installment Charge	\$8 per installment.	
Late Fee	\$29 for all cancellation notices due to non-payment of premium.	
Returned Check Fee	A returned check incurs a \$29 charge and may generate a cancellation notice.	
Electronic Debit Program	Pay your bill via EDP and eliminate future installment and postage charges. With your written authorization, premium installment payments are automatically deducted from your designated bank account. Please visit www.ndgroup.com and download the EDP authorization form today. You can also pay your bill through My Insurance.	
Paperless Bill and Policy Delivery	Sign-up today for electronic delivery of your bill and policy. Go to www.ndgroup.com and register under My Insurance®	
Policy Changes	If you require any changes to your policy or have other related insurance questions, contact your N&D agent listed on the front of this bill.	

G. A Message From Your Agent

As your independent insurance agency, we provide high quality, local service and the essential insurance expertise you deserve when deciding how to best protect your most important assets. The combination of service and expertise provided by the N&D® Group and our agency ensures you are getting coverage tailored to meet your specific needs.

If you have any questions regarding your policy, claim, or insurance-related matters, please do not hesitate to contact us. Thank you for being a valued customer of our Agency.

Mailing Address Change Form

Mailing Address Location Address Both Policy #: 

Effective Date of Change _____

Street / P.O. Box _____

City _____ State _____ Zip Code _____

Telephone Number _____ Email Address _____

The Norfolk & Dedham Group®
 P.O. Box 4104
 Woburn, MA 01888-4104



Norfolk & Dedham Mutual Insurance Policy Statement

Insured: [REDACTED]
Policy Number: [REDACTED]

Date: 10/25/23

A. Description of Insured Property

PERS'L AUTO
16 BMW 750 XI

B. Agent Information

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119
TEL #: (617) 445-7300

C. Current Bill

Due Date	11/15/23
Amount Due*	\$403.07
Balance	\$1,983.47

*Amount Due includes installment charge where applicable.

D. Activity from Last Bill

Date	Activity	Amount
10/25/23	BALANCE	\$1,983.47
10/25/23	INSTALLMENT CHARGE	\$8.00
10/05/23	PAYMENT RECEIVED	-\$798.14
09/24/23	PREVIOUS BALANCE	\$2,773.61

Download the My Insurance® iOS® App through the iTunes App Store®.




 To download the My Insurance app, scan this code with your iPhone.

Payment Slip

Thank you for your payment. Please enclose this slip with a check payable to Norfolk & Dedham Mutual.

Please check box to make an address change (complete side 2 and return to the N&D Group®).

[REDACTED]

Insured: [REDACTED]

[REDACTED]

Policy Number	[REDACTED]
Due Date	11/15/23
Amount Due	\$403.07
Balance	\$1,983.47
Amount Paid	\$

E. A Message From The N&D® Group

Thank you for choosing The Norfolk & Dedham Group®. We have been protecting homes, businesses, and drivers since 1825. To learn more, please visit www.ndgroup.com. When visiting our site, we encourage you to enroll in My Insurance® to enjoy the following benefits:

- 24/7 access to account, billing and payment history
- Paperless delivery of bills and policy documents
- Easy access to your agent's contact information

F. Billing Information

Billing Address & Contact Information	The Norfolk & Dedham Group® P.O. Box 4104 Woburn, MA 01888-4104 Tel #: 800-688-1825	RUSH / OVERNIGHT ADDRESS Norfolk & Dedham Group RE: Lighthouse Payment Services, Inc. 331 Montvale Avenue, 4th Floor Woburn, MA 01801
Payment Due Date	Your payment is due on or before 12:01 a.m. of the 'DUE BY' date stated on Page 1 of this notice. Please note that '12:01 a.m.' means 'one minute after midnight'. If your payment is not received by the due date, a notice of cancellation for non-payment of premium will be sent to you stating the effective date of cancellation.	
Pay Plan	Your policy is on the 10 pay plan.	
Installment Charge	\$8 per installment. *Eliminate charges by enrolling in EFT from a savings/checking account	
Late Fee	\$29 for all cancellation notices due to non-payment of premium.	
Returned Payment Fee	A returned payment incurs a \$29 charge and may generate a cancellation notice.	
Electronic Funds Transfer (EFT)	Pay your bill via AutoPay from a savings/checking account and eliminate installment charges. Enroll in AutoPay through My Insurance (www.ndgroup.com) or download the EDP authorization form. Payments are automatically deducted from your bank account. AutoPay is also available with credit card (installment fee applies)	
Paperless Bill and Policy Delivery	Sign-up today for electronic delivery of your bill and policy. Go to www.ndgroup.com and register under My Insurance®	
Policy Changes	If you require any changes to your policy or have other related insurance questions, contact your N&D agent listed on the front of this bill.	

G. A Message From Your Agent

As your independent insurance agency, we provide high quality, local service and the essential insurance expertise you deserve when deciding how to best protect your most important assets. The combination of service and expertise provided by the N&D® Group and our agency ensures you are getting coverage tailored to meet your specific needs.

If you have any questions regarding your policy, claim, or insurance-related matters, please do not hesitate to contact us. Thank you for being a valued customer of our Agency.

Mailing Address Change Form

Mailing Address Location Address Both Policy #: XXXXXXXXXX

Effective Date of Change _____

Street / P.O. Box _____

City _____ State _____ Zip Code _____

Telephone Number _____ Email Address _____

The Norfolk & Dedham Group®
 P.O. Box 4104
 Woburn, MA 01888-4104



Norfolk & Dedham Mutual Insurance Policy Statement

Insured: [REDACTED]
Policy Number: [REDACTED]

Date: 11/21/23

A. Description of Insured Property

PERS'L AUTO
16 BMW 750 XI

B. Agent Information

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119
TEL #: (617) 445-7300

C. Current Bill

Due Date	12/15/23
Amount Due*	\$806.14
Balance	\$1,991.47

*Amount Due includes installment charge where applicable.

D. Activity from Last Bill

Date	Activity	Amount
11/21/23	BALANCE	\$1,991.47
11/21/23	INSTALLMENT CHARGE	\$8.00
10/25/23	PREVIOUS BALANCE	\$1,983.47

Download the My Insurance®
iOS® App through the
iTunes App Store®.



To download the
My Insurance app,
scan this code with
your iPhone.

Payment Slip

Thank you for your payment. Please enclose this slip with a check payable to Norfolk & Dedham Mutual.

Please check box to make an address change (complete side 2 and return to the N&D Group®).

Insured: [REDACTED]

Policy Number	[REDACTED]
Due Date	12/15/23
Amount Due	\$806.14
Balance	\$1,991.47
Amount Paid	\$

E. A Message From The N&D® Group

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- 24/7 access to account, billing and payment history
- Paperless delivery of bills and policy documents
- Easy access to your agent's contact information

F. Billing Information

Billing Address & Contact Information	The Norfolk & Dedham Group® P.O. Box 4104 Woburn, MA 01888-4104 Tel #: 800-688-1825	RUSH / OVERNIGHT ADDRESS Norfolk & Dedham Group RE: Lighthouse Payment Services, Inc. 331 Montvale Avenue, 4th Floor Woburn, MA 01801
Payment Due Date	Your payment is due on or before 12:01 a.m. of the 'DUE BY' date stated on Page 1 of this notice. Please note that '12:01 a.m.' means 'one minute after midnight'. If your payment is not received by the due date, a notice of cancellation for non-payment of premium will be sent to you stating the effective date of cancellation.	
Pay Plan	Your policy is on the 10 pay plan.	
Installment Charge	\$8 per installment. *Eliminate charges by enrolling in EFT from a savings/checking account	
Late Fee	\$29 for all cancellation notices due to non-payment of premium.	
Returned Payment Fee	A returned payment incurs a \$29 charge and may generate a cancellation notice.	
Electronic Funds Transfer (EFT)	Pay your bill via AutoPay from a savings/checking account and eliminate installment charges. Enroll in AutoPay through My Insurance (www.ndgroup.com) or download the EDP authorization form. Payments are automatically deducted from your bank account. AutoPay is also available with credit card (installment fee applies)	
Paperless Bill and Policy Delivery	Sign-up today for electronic delivery of your bill and policy. Go to www.ndgroup.com and register under My Insurance®	
Policy Changes	If you require any changes to your policy or have other related insurance questions, contact your N&D agent listed on the front of this bill.	

G. A Message From Your Agent

As your independent insurance agency, we provide high quality, local service and the essential insurance expertise you deserve when deciding how to best protect your most important assets. The combination of service and expertise provided by the N&D® Group and our agency ensures you are getting coverage tailored to meet your specific needs.

If you have any questions regarding your policy, claim, or insurance-related matters, please do not hesitate to contact us. Thank you for being a valued customer of our Agency.

Mailing Address Change Form

Mailing Address Location Address Both Policy #: [REDACTED]

Effective Date of Change _____

Street / P.O. Box _____

City _____ State _____ Zip Code _____

Telephone Number _____ Email Address _____

The Norfolk & Dedham Group®
 P.O. Box 4104
 Woburn, MA 01888-4104



Norfolk & Dedham Mutual Insurance Policy Statement

Insured: [REDACTED]
Policy Number: [REDACTED]

Date: 12/22/23

A. Description of Insured Property

PERS'L AUTO
16 BMW 750 XI

B. Agent Information

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119
TEL #: (617) 445-7300

C. Current Bill

Due Date	01/15/24
Amount Due*	\$403.07
Balance	\$1,193.33

*Amount Due includes installment charge where applicable.

D. Activity from Last Bill

Date	Activity	Amount
12/24/23	BALANCE	\$1,193.33
12/24/23	INSTALLMENT CHARGE	\$8.00
12/06/23	CANCEL RESCINDED	-\$835.14
11/22/23	LATE FEE	\$29.00
11/21/23	PREVIOUS BALANCE	\$1,991.47

Download the My Insurance® iOS® App through the iTunes App Store®.




 To download the My Insurance app, scan this code with your iPhone.

Payment Slip

Thank you for your payment. Please enclose this slip with a check payable to Norfolk & Dedham Mutual.

Please check box to make an address change (complete side 2 and return to the N&D Group®).

Insured: [REDACTED]

Policy Number	[REDACTED]
Due Date	01/15/24
Amount Due	\$403.07
Balance	\$1,193.33
Amount Paid	\$

E. A Message From The N&D® Group

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- 24/7 access to account, billing and payment history
- Paperless delivery of bills and policy documents
- Easy access to your agent's contact information

F. Billing Information

Billing Address & Contact Information	The Norfolk & Dedham Group® P.O. Box 4104 Woburn, MA 01888-4104 Tel #: 800-688-1825	RUSH / OVERNIGHT ADDRESS Norfolk & Dedham Group RE: Lighthouse Payment Services, Inc. 331 Montvale Avenue, 4th Floor Woburn, MA 01801
Payment Due Date	Your payment is due on or before 12:01 a.m. of the 'DUE BY' date stated on Page 1 of this notice. Please note that '12:01 a.m.' means 'one minute after midnight'. If your payment is not received by the due date, a notice of cancellation for non-payment of premium will be sent to you stating the effective date of cancellation.	
Pay Plan	Your policy is on the 10 pay plan.	
Installment Charge	\$8 per installment. *Eliminate charges by enrolling in EFT from a savings/checking account	
Late Fee	\$29 for all cancellation notices due to non-payment of premium.	
Returned Payment Fee	A returned payment incurs a \$29 charge and may generate a cancellation notice.	
Electronic Funds Transfer (EFT)	Pay your bill via AutoPay from a savings/checking account and eliminate installment charges. Enroll in AutoPay through My Insurance (www.ndgroup.com) or download the EDP authorization form. Payments are automatically deducted from your bank account. AutoPay is also available with credit card (installment fee applies)	
Paperless Bill and Policy Delivery	Sign-up today for electronic delivery of your bill and policy. Go to www.ndgroup.com and register under My Insurance®	
Policy Changes	If you require any changes to your policy or have other related insurance questions, contact your N&D agent listed on the front of this bill.	

G. A Message From Your Agent

As your independent insurance agency, we provide high quality, local service and the essential insurance expertise you deserve when deciding how to best protect your most important assets. The combination of service and expertise provided by the N&D® Group and our agency ensures you are getting coverage tailored to meet your specific needs.

If you have any questions regarding your policy, claim, or insurance-related matters, please do not hesitate to contact us. Thank you for being a valued customer of our Agency.

Mailing Address Change Form

Mailing Address Location Address Both Policy #: XXXXXXXXXX

Effective Date of Change _____

Street / P.O. Box _____

City _____ State _____ Zip Code _____

Telephone Number _____ Email Address _____

The Norfolk & Dedham Group®
 P.O. Box 4104
 Woburn, MA 01888-4104



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY
NOTICE OF CANCELLATION**

POLICY # :
ISSUED TO:



11/22/2023

EFFECTIVE 12/20/2023 AT 12:01 A.M. WE WILL CANCEL YOUR PERSONAL AUTO POLICY IN ACCORDANCE WITH THE POLICY TERMS DUE TO NON-PAYMENT OF PREMIUM. YOU MAY AVOID CANCELLATION AND A LAPSE IN COVERAGE BY PAYING THE PREMIUM AMOUNT SHOWN BELOW. PAYMENT MUST BE RECEIVED AT OUR OFFICE PRIOR TO 12/20/2023.

BILLING INFORMATION MAY BE ACCESSED ONLINE 24 HOURS A DAY, SIGN IN OR ENROLL IN MY INSURANCE® AT www.ndgroup.com OR BY CALLING US AT 1-800-688-1825 MONDAY - FRIDAY FROM 8:00 AM - 5:00 PM.

BALANCE OF TOTAL PREMIUM DUE \$ 2,020.47
OR
MINIMUM PREMIUM DUE \$ 432.07

Specific Reason(s) for Cancellation (Company must specify the particular reason(s) and must state the substance of the matter(s) relied on for cancellation): NON-PAYMENT OF THE INSURANCE PREMIUM FOR THE POLICY IDENTIFIED ABOVE.

You are hereby notified that the Massachusetts Motor Vehicle Liability Policy, herein designated, issued to you by the above named company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 AM on the date stated above. Section 113A of Chapter 175 of the General Laws, as amended required 20 days' advance written notice of cancellation.

The premiums earned on this policy to the effective date of the cancellation will be adjusted in accordance with the terms of the policy. In accordance with the provisions of Section 113A of Chapter 175 of the General Laws, amended, a notice of this cancellation will be sent to the Registrar of Motor Vehicles of the Commonwealth of Massachusetts on the effective date of the cancellation stated above. This cancellation will not take effect if the full amount due shown above is paid on or prior to the effective date of cancellation.

PLEASE NOTE: THIS IS YOUR SECOND CANCELLATION NOTICE. IF A THIRD CANCELLATION NOTICE IS GENERATED WE WILL REQUIRE PAYMENT OF THE ENTIRE BALANCE TO MAINTAIN COVERAGE.

AUTHORIZED REPRESENTATIVE

**IMPORTANT NOTICE
TO POLICY HOLDERS**

Please read carefully the information on the reverse side of this notice, which continues your legal rights relative to this cancellation.

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT

Policy Number [REDACTED]	Insured [REDACTED]	Due Date 12/19/2023	Agent [REDACTED]
-----------------------------	-----------------------	------------------------	---------------------



CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119

Agent

Return To THE NORFOLK & DEDHAM GROUP®
PO BOX 4104
WOBURN, MA 01888-4104

* CANCELLATION PENDING *
Please write your policy number on your check or money
order made payable to:
NORFOLK & DEDHAM MUTUAL

AGENT

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119

INFORMATION ABOUT MINIMUM INSURANCE REQUIREMENTS

Massachusetts law requires that every motor vehicle registered in Massachusetts carry minimum motor vehicle liability insurance. The Registrar of Motor Vehicles will revoke your registration and license plates on the effective date of cancellation shown in this notice unless:

1. We reinstate your required minimum motor vehicle insurance; or
2. Before the date of cancellation shown in this notice you obtain minimum motor vehicle insurance from another insurance company. The new insurance company must notify the Registrar before the date of cancellation in this notice that it has insured your motor vehicle.
If you are unable to obtain motor vehicle insurance from another insurance company, you may be eligible to obtain motor vehicle insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply for motor vehicle insurance through the plan. If you apply for motor vehicle insurance through the plan, you will not be able to choose an insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the coverage that was cancelled; or
3. Before the effective date of cancellation shown in the notice you file with the Commissioner of Insurance a written complaint on a form prescribed and furnished by the Commissioner of Insurance. The form is available on the Division of Insurance website by searching "Cancellation Appeal Form" at www.mass.gov/doi or can be obtained by calling the Division's Consumer Service Section at 617-521-7794 or 877-563-4467.

Unless one of the three above actions occurs, the registration for your motor vehicle will be revoked on the effective date of cancellation shown in this notice.

THE NORFOLK & DEDHAM GROUP®
PO BOX 4104
WOBURN, MA 01888-4104



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY
NOTICE OF CANCELLATION**

POLICY # :
ISSUED TO:



01/22/2024

EFFECTIVE 02/15/2024 AT 12:01 A.M. WE WILL CANCEL YOUR PERSONAL AUTO POLICY IN ACCORDANCE WITH THE POLICY TERMS DUE TO NON-PAYMENT OF PREMIUM. YOU MAY AVOID CANCELLATION AND A LAPSE IN COVERAGE BY PAYING THE PREMIUM AMOUNT SHOWN BELOW. PAYMENT MUST BE RECEIVED AT OUR OFFICE PRIOR TO 02/15/2024.

BILLING INFORMATION MAY BE ACCESSED ONLINE 24 HOURS A DAY, SIGN IN OR ENROLL IN MY INSURANCE® AT www.ndgroup.com OR BY CALLING US AT 1-800-688-1825 MONDAY - FRIDAY FROM 8:00 AM - 5:00 PM.

BALANCE OF TOTAL PREMIUM DUE \$ 1,222.33
OR
MINIMUM PREMIUM DUE \$ 1,222.33

Specific Reason(s) for Cancellation (Company must specify the particular reason(s) and must state the substance of the matter(s) relied on for cancellation): NON-PAYMENT OF THE INSURANCE PREMIUM FOR THE POLICY IDENTIFIED ABOVE.

You are hereby notified that the Massachusetts Motor Vehicle Liability Policy, herein designated, issued to you by the above named company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 AM on the date stated above. Section 113A of Chapter 175 of the General Laws, as amended required 20 days' advance written notice of cancellation.

The premiums earned on this policy to the effective date of the cancellation will be adjusted in accordance with the terms of the policy. In accordance with the provisions of Section 113A of Chapter 175 of the General Laws, amended, a notice of this cancellation will be sent to the Registrar of Motor Vehicles of the Commonwealth of Massachusetts on the effective date of the cancellation stated above. This cancellation will not take effect if the full amount due shown above is paid on or prior to the effective date of cancellation.

POLICY MUST BE PAID IN FULL BY THE DUE DATE BELOW IN ORDER TO CONTINUE COVERAGE.

AUTHORIZED REPRESENTATIVE

**IMPORTANT NOTICE
TO POLICY HOLDERS**

Please read carefully the information on the reverse side of this notice, which continues your legal rights relative to this cancellation.

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT

Policy Number [REDACTED]	Insured [REDACTED]	Due Date 02/14/2024	Agent [REDACTED]
-----------------------------	-----------------------	------------------------	---------------------



CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119

Agent

Return To THE NORFOLK & DEDHAM GROUP®
PO BOX 4104
WOBURN, MA 01888-4104

* CANCELLATION PENDING *
Please write your policy number on your check or money
order made payable to:
NORFOLK & DEDHAM MUTUAL

AGENT

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119

INFORMATION ABOUT MINIMUM INSURANCE REQUIREMENTS

Massachusetts law requires that every motor vehicle registered in Massachusetts carry minimum motor vehicle liability insurance. The Registrar of Motor Vehicles will revoke your registration and license plates on the effective date of cancellation shown in this notice unless:

1. We reinstate your required minimum motor vehicle insurance; or
2. Before the date of cancellation shown in this notice you obtain minimum motor vehicle insurance from another insurance company. The new insurance company must notify the Registrar before the date of cancellation in this notice that it has insured your motor vehicle.
If you are unable to obtain motor vehicle insurance from another insurance company, you may be eligible to obtain motor vehicle insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply for motor vehicle insurance through the plan. If you apply for motor vehicle insurance through the plan, you will not be able to choose an insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the coverage that was cancelled; or
3. Before the effective date of cancellation shown in the notice you file with the Commissioner of Insurance a written complaint on a form prescribed and furnished by the Commissioner of Insurance. The form is available on the Division of Insurance website by searching "Cancellation Appeal Form" at www.mass.gov/doi or can be obtained by calling the Division's Consumer Service Section at 617-521-7794 or 877-563-4467.

Unless one of the three above actions occurs, the registration for your motor vehicle will be revoked on the effective date of cancellation shown in this notice.

THE NORFOLK & DEDHAM GROUP®
PO BOX 4104
WOBURN, MA 01888-4104



554 - CALIANOS INSURANCE AGENCY - ROXBURY

View Complaint

This complaint has been submitted by your agency. View the information below for the status, ARC response, or action taken regarding this complaint. If this complaint is no longer valid it can be rescinded by selecting the Rescind button below.

Complaint Date 1/26/2024 Status Not Valid * There are other complaint(s) on this assignment

Assignment

Assigned Risk Company
664 - Norfolk & Dedham Mutual Fire Insurance Company

Named Insured (MAIP Policy)

MAIP Application Certification No.

Assigned Risk Company Policy No.

Complaint

- Invalid, Improper, or Unreasonable Cancellation - (insufficient down payment, material misrepresentation, provide details below)

Complaint Details

This policy has a 3rd cancellation and N&D is asking for the policy balance. This is in direct violation of CAR rule 28,c,2. The rule states: 2. Installment Plan Each ARC will utilize the installment payment plan filed by Commonwealth Automobile Reinsurers for MAIP business. The plan will require an initial deposit payment for new and renewal business pursuant to Section C.1. Upon receipt of the new business deposit, the ARC will then calculate the balance of the premium owed on the basis of the lower of the MAIP rate or the ARC rate and the insured will pay that premium balance over nine equal monthly installments. The deposit for renewal business will be a percentage of the premium calculated using the lower of the ARC's rate or the MAIP rate. The remaining balance will be paid over nine equal monthly installments. A flat fee of \$8,00 per installment finance charge will apply until the entire balance is paid. The two areas I would suggest that are important to this discussion are that the ARC WILL utilize the payment plan filed by CAR for MAIP Business and that the remaining balance WILL be paid over nine months. Car's payment plan on file provides NO contingency for collecting the full balance on any amount of cancellations. This information was sent to Jean Houghton and she made an argument acknowledging the rule , but stating that there is no rule on the amount asked for a cancellation. This makes no sense as the request to for the balance negates ALL future payment thereby violating the rule.

Producer Attachments

File: No file chosen

Agent/Producer submitting complaint

Name
Jason Calianos

Assigned Risk Producer Email
calianosinsurance@gmail.com

Company Response

Company Response

In reaching out to the staff @ CAR previously, we were advised that since CAR Rules do not specifically address cancel notices, N&D@ is not precluded from adopting the procedure of requiring full payment if a 3rd cancellation notice is sent out and we have given the insured warning that full payment will be required. We have had this question come up on occasion, going as far back as 2017. Our position has not changed, and it has been supported by CAR staff. The insured was originally on a 10 payment plan, but did not make the payments timely, triggering the cancellation notices. See attached original dec page showing 10 pay. I have also attached copies of the three cancellation notices. You can see on the second notice, we include the following message: PLEASE NOTE: THIS IS YOUR SECOND CANCELLATION NOTICE. IF A THIRD CANCELLATION NOTICE IS GENERATED WE WILL REQUIRE PAYMENT OF THE ENTIRE BALANCE TO MAINTAIN COVERAGE. The last PDF shows a screenshot from our billing screens outlining the timing of the insured's payments.

Response Date
1/26/2024

Company Attachments

Company Representative making response

Name
Jean Houghton

Email for all responses regarding this complaint
jhoughton@NDGroup.com

CAR Review

Review Date Not Valid Complaint
1/30/2024

CAR Action
NV

[Privacy Policy](#)

Copyright © 1999-2024 Commonwealth Automobile Reinsurers, All Rights Reserved.

[Contact Us](#)



554 - CALIANOS INSURANCE AGENCY - ROXBURY

[View Complaint](#)

This complaint has been submitted by your agency. View the information below for the status, ARC response, or action taken regarding this complaint. If this complaint is no longer valid it can be rescinded by selecting the Rescind button below.

Complaint Date 1/31/2024 Status Pending * There are other complaint(s) on this assignment

[Assignment](#)

Assigned Risk Company
664 - Norfolk & Dedham Mutual Fire Insurance Company

Named Insured (MAIP Policy)

MAIP Application Certification No.

Assigned Risk Company Policy No.

[Complaint](#)

▪ **Other** - (note below and provide details of complaint)

Complaint Details
ARC is in violation of CAR rule 28,c 2. The payment plan was terminated by the ARC.

[Producer Attachments](#)

File: No file chosen

[Agent/Producer submitting complaint](#)

Name
Jason Calianos

Assigned Risk Producer Email
calianosinsurance@gmail.com

[Company Response](#)

Company Response
Based on our prior response, the insured didn't adhere to the payment schedule and was late in making regular payments for the remaining 9 equal installments. Per response from CAR previously, "an insured failing to meet his/her obligation to pay the required premium over "nine equal installments" is, arguably, in non-compliance with Rule 28. In a related premium payment scenario, there is Rule language that permits the ARC to collect the full policy premium as the deposit when there has been a prior cancellation for non-payment within the previous 24 months. Demand for full payment following the issuance of a non-pay cancellation notice and subsequent insufficient payment for a third time during a policy period would be consistent with the concept of the deposit language."

Response Date
1/31/2024

[Company Attachments](#)

[Company Representative making response](#)

Name
Jean Houghton

Email for all responses regarding this complaint
jhoughton@NDGroup.com



554 - CALIANOS INSURANCE AGENCY - ROXBURY

[View Complaint](#)

This complaint has been submitted by your agency. View the information below for the status, ARC response, or action taken regarding this complaint. If this complaint is no longer valid it can be rescinded by selecting the Rescind button below.

Complaint Date 2/13/2024 Status Pending * There are other complaint(s) on this assignment

[Assignment](#)

Assigned Risk Company
664 - Norfolk & Dedham Mutual Fire Insurance Company

Named Insured (MAIP Policy)

MAIP Application Certification No.

Assigned Risk Company Policy No.

[Complaint](#)

- **Invalid, Improper, or Unreasonable Cancellation** - (insufficient down payment, material misrepresentation, provide details below)

Complaint Details

N&D second cancellation contains language outside of the scope of 211 CMR 97.04. The second cancellation(attached) adds language that states "THIS IS YOUR SECOND CANCELLATION NOTICE. IF A THIRD CANCELLATION NOTICE IS GENERATED WE WILL REQUIRE PAYMENT OF THE ENTIRE BALANCE TO MAINTAIN COVERAGE". Further the CRM states "If the Cancellation is for non-payment of premium, the Notice of Cancellation shall state clearly the amount of premium and of any applicable fees included in the Insurer's premium payment plan approved by Commissioner". The addition of the language and the request for full premium are in direct conflict with 211 CMR 97. The additional language falls outside of the scope of the CMR and the requested full premium is not stated on the MAIP payment plan filed with the Commissioner.

[Producer Attachments](#)

File: No file chosen

[2nd cancellation.pdf](#) [211 CMR 97.pdf](#)

[Agent/Producer submitting complaint](#)

Name
Jason Calianos

Assigned Risk Producer Email
calianosinsurance@gmail.com

[Company Response](#)

Company Response
We have already responded to the complaint for this policy. Prior cancellation notices were attached which due contain the amount due. We are using our filed and approved billing plan on file with the MA DOI - most recently NFDG-133703937.

Response Date
2/13/2024

[Company Attachments](#)

[Company Representative making response](#)

Name
Jean Houghton

Email for all responses regarding this complaint
jhoughton@NDGroup.com



jason calianos <calianosinsurance@gmail.com>

Policy

7 messages

jason calianos <calianosinsurance@gmail.com>
To: jhoughton@ndgroup.com

Thu, Jan 25, 2024 at 4:54 PM

Hi Jean,

I hope all is well with you. I called and spoke to an underwriter on this and I asked to speak with you. I understand you are not in in the afternoon, so I figured I would email and maybe we can discuss tomorrow am.

This policy has a 3rd cancellation and N&D is asking for the policy balance. This is in direct violation of CAR rule 28,c,2. The rule states:

2. Installment Plan Each ARC will utilize the installment payment plan filed by Commonwealth Automobile Reinsurers for MAIP business. The plan will require an initial deposit payment for new and renewal business pursuant to Section C.1. Upon receipt of the new business deposit, the ARC will then calculate the balance of the premium owed on the basis of the lower of the MAIP rate or the ARC rate and the insured will pay that premium balance over nine equal monthly installments. The deposit for renewal business will be a percentage of the premium calculated using the lower of the ARC's rate or the MAIP rate. The remaining balance will be paid over nine equal monthly installments. A flat fee of \$8.00 per installment finance charge will apply until the entire balance is paid.

The two areas I would suggest that are important to this discussion are that the ARC WILL utilize the payment plan filed by CAR for MAIP Business and that the remaining balance WILL be paid over nine months. Car's payment plan on file provides NO contingency for collecting the full balance on any amount of cancellations. It does, however, allow you to collect a hefty fee of \$29.00. Further it is clearly stated that the balance must be spread out over nine months. To try and collect the balance in this situation is simply unreasonable and exceeds your ability under CAR rule.

I am requesting that you correct this and reissue the correct payments on this policy. I am giving you the chance to do this before we file a formal complete. Please feel free to call me at 617-331-0663 to discuss if needed. Either way, I expect to have your reply by no later than 3 pm tomorrow February 26,2024

Sincerely,

Jason Calianos

Jean Houghton <jhoughton@ndgroup.com>
To: jason calianos <calianosinsurance@gmail.com>
Cc: "UndMail@NDGroup.com" <UndMail@ndgroup.com>

Fri, Jan 26, 2024 at 11:33 AM

Hello Jason,

Nice to hear from you. I am sorry that we cannot help you out in this instance. Thanks for attaching the CAR rules about installment plans that we have to offer and cancellation fees that we are allowed to charge. Those rules do not specifically speak to cancelation notices (number, requirements etc.). As you point out, CAR Rules of Operation speak to installment plans and late or cancelation fees.


In reaching out to the staff @ CAR previously, we were advised that since CAR Rules do not specifically address cancel notices, N&D® is not precluded from adopting the procedure of requiring full payment if a 3rd cancellation notice is sent out and we have given the insured warning that full payment will be required.

We have had this question come up on occasion, going as far back as 2017. Our position has not changed, and it has been supported by CAR staff.

I have attached copies of the three cancellation notices. You can see on the second notice, we include the following message:

PLEASE NOTE: THIS IS YOUR SECOND CANCELLATION NOTICE. IF A THIRD CANCELLATION NOTICE IS GENERATED WE WILL REQUIRE PAYMENT OF THE ENTIRE BALANCE TO MAINTAIN COVERAGE.

Below is a screenshot of the payment history for this insured.

DATE	TRANSACTION	AMOUNT	BALANCE
01/23/2024	 Under Notice	\$1,222.33	\$1,222.33
12/26/2023	 Invoice	\$403.07	\$1,193.33
12/07/2023	Rescission	\$0.00	\$1,185.33
12/07/2023	Payment	(\$835.14)	\$1,185.33
11/27/2023	 Under Notice	\$432.07	\$2,020.47
11/22/2023	 Invoice	\$806.14	\$1,991.47
10/26/2023	 Invoice	\$403.07	\$1,983.47
10/06/2023	Payment	(\$798.14)	\$1,975.47
09/25/2023	 Invoice	\$798.14	\$2,773.61
09/05/2023	Rescission	\$0.00	\$2,765.61
09/05/2023	Payment	(\$418.99)	\$2,765.61
08/23/2023	 Under Notice	\$418.99	\$3,184.60
07/26/2023	 Invoice	\$289.99	\$2,155.60

This is the same requirement followed for our voluntary MA PPA policies as well.

Best of luck,

Jean

Jean Houghton, MBA, CPCU, CPRM, CIC, ARM, AINS, AIS, ARe
Director, Personal Lines
The N&D Group®
222 Ames Street
Dedham, MA 02026
+1 800-688-1825 x1156
Fax: 781-407-7031
www.ndgroup.com



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[Quoted text hidden]

3 attachments



jason calianos <calianosinsurance@gmail.com>
To: Jean Houghton <jhoughton@ndgroup.com>

Fri, Jan 26, 2024 at 11:37 AM

Hi Jean

Thank you for the reply. I think the point is that you exclude offering a pay plan when this happens. Your rule on cancellation effectively goes against the duty to offer a payment plan.

Let's see what the DOI says. I will file a complaint with CAR also.

[Quoted text hidden]

jason calianos <calianosinsurance@gmail.com>
To: "Thompson, Mary Ellen (DOI)" <mary.ellen.thompson@state.ma.us>

Tue, Jan 30, 2024 at 3:06 PM

[Quoted text hidden]

3 attachments



jason calianos <calianosinsurance@gmail.com>
To: "Thompson, Mary Ellen (DOI)" <mary.ellen.thompson@state.ma.us>

Tue, Jan 30, 2024 at 4:03 PM

----- Forwarded message -----
From: **Jean Houghton** <jhoughton@ndgroup.com>
Date: Fri, Jan 26, 2024 at 11:33 AM
Subject: RE: [REDACTED]
To: jason calianos <calianosinsurance@gmail.com>
Cc: UndMail@NDGroup.com <UndMail@ndgroup.com>

[Quoted text hidden]

3 attachments



jason calianos <calianosinsurance@gmail.com>

MAIP ARC Complaint - Not A Valid Complaint

14 messages

MAIP Compliance <noncompliance@commauto.com>

Tue, Jan 30, 2024 at 10:00 AM

To: noncompliance@commauto.com, Houghton, Jean <jhoughton@ndgroup.com>, MAIP Agent <calianosinsurance@gmail.com>

In accordance with the ARC Performance Standards Noncompliance program, a complaint was submitted by CALIANOS INSURANCE AGENCY on 1/26/2024 regarding MAIP certification # [REDACTED]. CAR has completed its review of this matter and has determined that the complaint is not valid and no further action is warranted.

Please contact NonCompliance@commauto.com with any questions.

This complaint was filed on January 26, 2024. The complaint alleges that the cancelations issued by the ARC were invalid, improper, or unreasonable. A review of the cancellation notices distributed by the ARC revealed that these notices were for nonpayment of premium. A review of the billing history substantiated the fact that these cancellation notices were issued for the failure to receive owed premium payments. The issuance of statutory cancellation notices for nonpayment of premium is within the purview of the ARC as provided by 211 CMR 97.04.

An examination of these cancellation notices revealed that the information and language mandated by 211 CMR 97.04 were contained within these notices. Therefore, this complaint is deemed not valid.

jason calianos <calianosinsurance@gmail.com>

Tue, Jan 30, 2024 at 11:04 AM

To: MAIP Compliance <noncompliance@commauto.com>

Cc: Jean <jhoughton@ndgroup.com>

Thank you for your response

The issuing of the cancellation was not the complaint. It was for violation of CAR rule on installments. The complaint alleges that the N&D asking for full premium negates the CAR rukke on premium installations. I am sorry if this was not clear in the original complaint. Is further clarification needed?

[Quoted text hidden]

jason calianos <calianosinsurance@gmail.com>

Tue, Jan 30, 2024 at 11:06 AM

To: "Thompson, Mary Ellen (DOI)" <mary.ellen.thompson@state.ma.us>

The explanation makes no sense to me as this was not my complaint. There seems to be a real lack of understanding on CAR's part. Talk to you this afternoon

[Quoted text hidden]

Thompson, Mary Ellen (DOI) <mary.ellen.thompson@mass.gov>

Tue, Jan 30, 2024 at 2:55 PM

To: jason calianos <calianosinsurance@gmail.com>

I hope you're calling me as I don't think I have your number handy.

Mary Ellen Thompson

Counsel to the Commissioner

Division of Insurance

[1000 Washington Street, Ste 810](#)

Boston, MA 02118

(857) 278-1649

mary.ellen.thompson@mass.gov



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From: jason calianos <calianosinsurance@gmail.com>
Sent: Tuesday, January 30, 2024 11:07 AM
To: Thompson, Mary Ellen (DOI) <mary.ellen.thompson@mass.gov>
Subject: Fwd: MAIP ARC Complaint - Not A Valid Complaint

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

Dalton, Richard <rdalton@commauto.com> Wed, Jan 31, 2024 at 9:50 AM
To: jason calianos <calianosinsurance@gmail.com>, NonCompliance <NonCompliance@commauto.com>
Cc: Jean <jhoughton@ndgroup.com>

So to be clear, the issue is in the manner in which the assigned company is handling the cancelation, correct?

Richard Dalton
Residual Market Liaison

Phone | 617.880.2319
Email | rdalton@commauto.com | www.commauto.com



101 Arch Street, Suite 400, Boston, MA 02110

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From: jason calianos <calianosinsurance@gmail.com>
Sent: Tuesday, January 30, 2024 11:05 AM
To: NonCompliance <NonCompliance@commauto.com>
Cc: Jean <jhoughton@ndgroup.com>
Subject: Re: MAIP ARC Complaint - Not A Valid Complaint

CAUTION: This email originated from outside of CAR. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

jason calianos <calianosinsurance@gmail.com>
To: "Dalton, Richard" <rdalton@commauto.com>

Wed, Jan 31, 2024 at 10:06 AM

Hey Rich

It has been a while since we have spoken. I hope all is well.

The issue is that by requesting the full balance on the cancellation, they have put themselves in violation of CAR rule 28,C,2. The act of requesting the full balance has eliminated the remaining installment plan. The rule requires companies to abide by CAR's payment plan, not theirs. Further, there is no beneficial reason to do this by the company as they are in a positive equity position. By not adhering to the established rule, they are creating a bad precedent in the residual market that would allow any company to ask for any amount on a cancellation in order to shed pool risks. I do not think this is the intention of CAR.

In my opinion, the finding you issued yesterday had nothing to do with the complaint. It did not address the ARC ability to arbitrarily ask for ANY amount on ANY cancellation. I also feel that, by doing this, that the actual cancellation is unfair, and unreasonable. I apologize if this was not clear in the original complaint. Please feel free to call at any time if you need to discuss this any further.

[Quoted text hidden]

Dalton, Richard <rdalton@commauto.com>
To: jason calianos <calianosinsurance@gmail.com>

Wed, Jan 31, 2024 at 12:49 PM

Hello Jason,

I am doing well; hope you are too.

Regarding this complaint, while you may not agree, it is the manner in which the company is handling this cancellation for nonpayment of premium owed on this policy at issue. Since, as supported in the billing statement and the declarations page, an installment plan was offered on this new business policy by the company. Unfortunately, the billing history reveals the risk had been placed in cancellation three different times for nonpayment of premium. As I previously stated, the manner of managing cancellations including nonpayment of premium and the issuance of accompanying statutory notices fall within the function of the company.

Thank you,

[Quoted text hidden]

Jason Calianos <calianosinsurance@gmail.com>
To: "Dalton, Richard" <rdalton@commauto.com>

Wed, Jan 31, 2024 at 2:12 PM

Hi Rich

I am well thank you.

I have no concern how or in what manner the cancellation was issued. My concern is narrowly focused on asking for the full premium and negating the payment plan.

Just to be clear, CAR is ok with a carrier requesting full premium on any cancellation. Correct?

[Quoted text hidden]

Jason Calianos <calianosinsurance@gmail.com>
To: "Thompson, Mary Ellen (DOI)" <mary.ellen.thompson@state.ma.us>

Wed, Jan 31, 2024 at 2:14 PM

Hi Mary Ellen

This is Richard's revised response. I still feel that he is not addressing the issue. Please let me know what you and your general counsel think.

[Quoted text hidden]

Thompson, Mary Ellen (DOI) <mary.ellen.thompson@mass.gov>
To: Jason Calianos <calianosinsurance@gmail.com>

Wed, Jan 31, 2024 at 2:16 PM

Thanks, Jason. Let me send this around and see what people think.

Mary Ellen Thompson

Counsel to the Commissioner

Division of Insurance

1000 Washington Street, Ste 810

Boston, MA 02118

(857) 278-1649

mary.ellen.thompson@mass.gov



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jason calianos <calianosinsurance@gmail.com>

MAIP ARC Complaint - No Finding

1 message

MAIP Compliance <noncompliance@commauto.com>

Thu, Feb 22, 2024 at 7:49 AM

To: noncompliance@commauto.com, Houghton, Jean <jhoughton@ndgroup.com>, MAIP Agent <calianosinsurance@gmail.com>

In accordance with the ARC Performance Standards Noncompliance program, a complaint was submitted by CALIANOS INSURANCE AGENCY on 1/31/2024 regarding MAIP certification # 664-00554-11243.

CAR has completed its review and determined that the facts as presented warrant a no finding decision in this matter. No further action is warranted.

Please contact NonCompliance@commauto.com with any questions.

This complaint is a resubmission of a prior complaint that was reported to CAR by the same assigned risk producer on January 26, 2024, considered by CAR and previously responded to by correspondence dated January 30, 2024.



jason calianos <calianosinsurance@gmail.com>

MAIP ARC Complaint - No Finding

1 message

MAIP Compliance <noncompliance@commauto.com>

Thu, Feb 22, 2024 at 7:51 AM

To: noncompliance@commauto.com, Houghton, Jean <jhoughton@ndgroup.com>, MAIP Agent <calianosinsurance@gmail.com>

In accordance with the ARC Performance Standards Noncompliance program, a complaint was submitted by CALIANOS INSURANCE AGENCY on 2/13/2024 regarding MAIP certification # 664-00554-11243.

CAR has completed its review and determined that the facts as presented warrant a no finding decision in this matter. No further action is warranted.

Please contact NonCompliance@commauto.com with any questions.

This complaint is a resubmission of a prior complaint that was reported to CAR by the same assigned risk producer on January 26, 2024, considered by CAR and previously responded to by correspondence dated January 30, 2024.

CAR | **Rules of Operation**
Rule 28 | **Application Process**
Revision Date | **2019.07.23**
Page | **1 of 3**

A. Submitting an Application to the MAIP

To obtain MAIP coverage for an Eligible Risk an Assigned Risk Producer (ARP) must submit an electronic application for private passenger motor vehicle insurance coverage to the MAIP.

ARPs must assure that the application for insurance through the MAIP is submitted on the prescribed form and that each application is completed accurately and thoroughly. An application that contains information the MAIP verifies as incorrect or an incomplete application will be returned to the producer for remedy. Once the application for coverage through the MAIP is received and all required information for the assignment of the policy is provided, the MAIP will assign a certification number to the application.

B. Assignment of Application to a Member

An application with a certification number will be randomly assigned to a Member based on its Quota Share as specified in Rule 29 – Assignment Process. The MAIP will notify the ARC of the policy assignment. The MAIP will notify the ARP of the identity of the ARC which will issue the policy and the effective date of the coverage.

Once the policy has been assigned to an ARC, after receiving such notice, the ARP is responsible for providing the ARC with the following items within two working days as specified in Rule 31.B.5.:

1. The original application form and any supplemental or additional information, signed by the applicant and the ARP, and if applicable, a copy of the voluntary premium quote or voluntary premium quote identification number; and
2. The required deposit premium as specified in Section C.1.

C. Premium Deposit and Payment Options

1. Amount of Premium Deposit

A deposit of the amount noted in Section C.1.a. shall accompany the application for MAIP coverage. The applicant, at his option, may choose to make a larger deposit payment. The deposit shall be in the form of a personal check, certified check, bank check, money order, premium finance company check or ARP's check made payable to the

CAR | **Rules of Operation**
Rule 28 | **Application Process**
Revision Date | **2019.07.23**
Page | **2 of 3**

ARC. In the event that an ARP submits a dishonored check, issued either by the agency or by the ARP individually, on one or more occasions during a one-year period, future payments for the next 12 months must be submitted by certified check, bank check, or money order.

- a. If a voluntary quote is obtained by the ARP the new business deposit shall be determined based upon the lower of the MAIP quoted premium or the ARC voluntary quoted premium. The applicant will be required to provide a deposit of 30% with the deposit calculated using whichever total premium is less. If a voluntary quote is not obtained, a deposit of 25% of the MAIP quoted premium is required.

However, the applicant will be required to provide a premium deposit of 80% of the MAIP premium, or if known, 100% of the ARC's voluntary premium, if the applicant has during the preceding 24 months been issued a notice of cancellation for non-payment of an automobile insurance premium which resulted in the cancellation of that policy.

The ARC shall send the applicant a notice of any additional or return premium adjustment to the deposit premium at the same time as the issuance of the coverage selections page. The applicant may be required to pay any additional deposit premium within 30 days of the issuance of the coverage selections page, and the ARC may not issue a cancellation notice for non-payment of premium during this 30 day period. Any return premium adjustment to the deposit shall be sent to the applicant within 30 days of the issuance of the coverage selections page.

- b. A deposit of 20% is required for a renewal policy. An ARC may elect to require more than a 20% deposit for a renewal policy if the policyholder during the preceding 24 months has been issued a notice of cancellation for non-payment of an automobile insurance premium which resulted in the cancellation of that policy.
- c. All deposit, installment and additional premium payments shall be submitted gross of any commissions. Commission to the ARP will be paid in accordance with Rule 37 – Commissions.

CAR | **Rules of Operation**
Rule 28 | **Application Process**
Revision Date | **2019.07.23**
Page | **3 of 3**

2. Installment Plan

Each ARC will utilize the installment payment plan filed by Commonwealth Automobile Reinsurers for MAIP business. The plan will require an initial deposit payment for new and renewal business pursuant to Section C.1. Upon receipt of the new business deposit, the ARC will then calculate the balance of the premium owed on the basis of the lower of the MAIP rate or the ARC rate and the insured will pay that premium balance over nine equal monthly installments. The deposit for renewal business will be a percentage of the premium calculated using the lower of the ARC's rate or the MAIP rate. The remaining balance will be paid over nine equal monthly installments.

A flat fee of \$8.00 per installment finance charge will apply until the entire balance is paid.

3. Dishonored Check Charge

A dishonored check fee of \$29 will be charged to an applicant or policyholder issuing a check that is dishonored by the financial institution to which the check is presented for payment.

4. Late Fee or Cancellation Fee

A policyholder who fails to pay an installment premium by the applicable due date will be charged a late fee or cancellation fee of \$29.

5. Agency Acceptance of Payments

Acceptance of payment by the ARP shall be viewed as a payment to the ARC.

6. Premium Financed Policies

The standards pertaining to premium financing for policies issued through the MAIP must be consistent with state laws and regulations.

MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

- b. Parts 1-9 and 12 may be subject to more than one discount. In such case, the order of the discounts shall be (1) annual mileage, (2) multi-car, (3) continuous coverage, (4) low frequency, and (5) class 15. The discount shall be rounded to the nearest dollar after each application.
5. Apply the appropriate merit rating adjustment in accordance with Rule 56 to the premium developed in steps 1-4.
6. Determine premium for parts 10 and 11, if applicable, using appropriate limits and premiums reflected on the Miscellaneous Rating Factors page (RS-2).

RULE 12. WHOLE DOLLAR PREMIUM RULE

The premium for "each exposure" means the premium developed for each coverage for each automobile after the application of all applicable discounts. The premium for each exposure shall be rounded at each step 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 at the end of each step. This does not apply to Part 5, 20/40 limits and Part 6, \$5,000 limit where rates displayed in the manual may be used or rounded to the lower 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.

RULE 13. INSTALLMENT PAYMENT OF PREMIUMS

The installment payment plans offered to policyholders insured through the MAIP are governed by the MAIP Rules of Operation. 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 (Rule 14), unless an installment payment plan is used.

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 25% for new business or 20% for renewal business of the applicable annual premium for the insurance requested in accordance with the MAIP Rules of Operation. 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 which resulted in the cancellation of that policy, the applicant will be required to provide a premium deposit of 80% of the MAIP premium, or if known, 100% of the insurer's voluntary premium.

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.

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.

RULE 17. SUBSTITUTE TRANSPORTATION

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

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Filing at a Glance

Company: Norfolk & Dedham Mutual Fire Insurance Company
Product Name: MA PPA
State: Massachusetts
TOI: 19.0 Personal Auto
Sub-TOI: 19.0000 Personal Auto Combinations
Filing Type: Rule
Date Submitted: 07/27/2023
SERFF Tr Num: NFDG-133703937
SERFF Status: Closed-Placed on File
State Tr Num:
State Status: Closed-Placed On File
Co Tr Num: PPA BILL PLAN 2023 EFT

Effective Date: 10/21/2023
Requested (New):
Effective Date: 10/21/2023
Requested (Renewal):
Author(s): Steven Rosenstein
Reviewer(s): Andrea Guen (primary), Spase Kace
Disposition Date: 08/16/2023
Disposition Status: Placed on File
Effective Date (New): 10/21/2023
Effective Date (Renewal): 10/21/2023

State Filing Description:

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

General Information

Project Name: 2023 Bill Plan EFT Status of Filing in Domicile: Pending
Project Number: 2023 Bill Plan EFT Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 08/16/2023
State Status Changed: 08/16/2023 Deemer Date:
Created By: Steven Rosenstein Submitted By: Steven Rosenstein
Corresponding Filing Tracking Number: NFDG-133722437 & NFDG-133758208

Filing Description:
The Norfolk & Dedham Mutual Fire Insurance Company proposes an update to the Bill Plan used for Private Passenger Auto in Massachusetts.

With these changes, the company will make electronic fund transfers (EFT) available on all of its the pay plans beginning with transactions on or after the effective date of this filing.

In addition, the plan has been revised for clarity with no changes to any of the fees in the plan.

Regarding the proposed changes within this Rule filing, there are no changes to the static verbiage/content on any of the following forms:

- Application
- Coverage Selections Page
- Endorsements

Company and Contact

Filing Contact Information

Steven Rosenstein, Senior Research Analyst srosenstein@ndgroup.com
222 Ames Street 781-326-4010 [Phone] 1182 [Ext]
Dedham, MA 02026

Filing Company Information

Norfolk & Dedham Mutual Fire Insurance Company CoCode: 23965 State of Domicile: Massachusetts
222 Ames Street Group Code: 144 Company Type:
Dedham, MA 02026 Group Name: Norfolk & Dedham Group State ID Number: 20
(800) 688-1825 ext. 1234[Phone] FEIN Number: 04-1675920

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Filing Fees

State Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: \$150.00 per Rate or Rule filing per company.
 Per Company: Yes

Company	Amount	Date Processed	Transaction #
Norfolk & Dedham Mutual Fire Insurance Company	\$150.00	07/27/2023 08:37 PM	263105822

EFT Total **\$150.00**

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Placed on File	Andrea Guen	08/16/2023	08/16/2023

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Spase Kace	08/14/2023	08/14/2023
Pending Industry Response	Andrea Guen	08/11/2023	08/11/2023
Pending Industry Response	Andrea Guen	08/10/2023	08/10/2023
Incomplete	Andrea Guen	07/28/2023	07/28/2023

Response Letters

Responded By	Created On	Date Submitted
Steven Rosenstein	08/14/2023	08/15/2023
Steven Rosenstein	08/11/2023	08/11/2023
Steven Rosenstein	08/10/2023	08/10/2023
Steven Rosenstein	07/31/2023	07/31/2023

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Rate	Bill Plan	Steven Rosenstein	08/11/2023	08/11/2023
Rate	Bill Plan	Steven Rosenstein	08/09/2023	08/10/2023
Supporting Document	Annotated Comparison	Steven Rosenstein	08/09/2023	08/10/2023

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
NFDG-133703937	Note To Filer	Carla Kelton	07/28/2023	07/28/2023
Rule-Ok	Reviewer Note	Spase Kace	08/16/2023	
Corresponding HO and IL Rule Filings	Reviewer Note	Andrea Guen	08/10/2023	
07/31/2023 - Assigned / Note to Spase	Reviewer Note	Andrea Guen	07/31/2023	

State: Massachusetts Filing Company:
 TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Disposition

Disposition Date: 08/16/2023
 Effective Date (New): 10/21/2023
 Effective Date (Renewal): 10/21/2023
 Status: Placed on File

Comment: After receipt of the corrections to the filing, an after completion of actuarial filing review by the State Rating Bureau, the Division of Insurance has placed this submission on file with the Company's requested effective dates. If the Company should need to delay the effective date(s), please submit a Note to Reviewer in SERFF.

However, please be advised that repetitive administrative objections within future submissions may result in a filing rejection, and a full resubmission, with new fees, will be required.

This disposition is contingent upon the insurer's compliance with all relevant regulations and statutes. Thank you.

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Rate (revised)	Bill Plan		Yes
Rate	Bill Plan		Yes
Rate	Bill Plan		Yes
Rate	Bill Plan		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document (revised)	Annotated Comparison		Yes
Supporting Document	Annotated Comparison		Yes
Supporting Document	Annotated Comparison		Yes
Supporting Document	Motor Vehicle Insurance Checklists		Yes
Supporting Document	Letter of Authorization		Yes

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/14/2023
Submitted Date 08/14/2023
Respond By Date 08/21/2023

Dear Steven Rosenstein,

Introduction:

The Division has assessed this filing submission, and has determined that additional documentation, clarification, or changes to the documents submitted are required in order for our review to continue. Please respond, therefore, to the following Objections in accordance with SERFF procedures for responding to an Objection Letter.

Please see Part 6 of the Massachusetts General Instructions for further guidance on the proper procedure for responding to Objections.

Objection 1

- Bill Plan, Payment Plans PPA (Rate)

Comments: Please confirm the following by indicating an X next to each item. If not applicable indicate NA. If an item is applicable and not included in the filing please include in this filing with any tracked changes. If an item is applicable, please explain what it is and where it is in the filing.

I. Plans and Related Fees or Charges

_____ Please indicate whether the plan makes available any of the following payment options and which related fees or charges apply:

- _____ more than one installment payment option;
- _____ downpayment options; and
- _____ related fees or charges:
- _____ fees for late payments;
- _____ fees for payments being returned for nonsufficient funds;
- _____ fees for paying by phone;
- _____ fees for payment by electronic funds transfer; or
- _____ other fees or charges.

All fee changes or other related changes require supporting documentation for the Division's actuary to review.

_____ For filings to change existing installment plans, the submission is to include a clean copy of the proposed installment plan and a marked-up copy of the companys current installment plan showing the proposed changes, including an explanation of any eligibility requirements for the available payment options.

II. Credit Cardholder Discounts; Surcharges; Finance Charge (Chapter 140D: Section 28A)

_____ If the plan permits the policyholder to make payments via a credit card, the plan does not impose a surcharge on a cardholder who elects to use a credit card in lieu of payment by cash, check or similar means. (M.G.L. 140D, §28A)

_____ If the plan permits the policyholder to make payments via a credit card, the plan may offer the policyholder a discount for making a payment by cash, check or other means not involving the use of an open-end-credit plan or a credit card will not constitute a finance charge provided that all prospective policyholders are made aware of the discounts availability. If offered, please present information identifying how this will be disclosed clearly and conspicuously. (M.G.L. 140D, §28A)

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Conclusion:

Upon receipt of your complete response, this filing will be scheduled for review. Our goal is to have your filing under our review for no more than 60 days.

This filing may be Disposed as "Closed—Lack of Response" if a complete and proper response, or a request for an extension, is not received on or before the Respond By Date indicated in this Objection Letter. Please see Part 6 of the Massachusetts General Instructions for the proper procedure for submitting extension requests.

Should you decide to withdraw this filing, please notify us via response to this Objection Letter.

Thank you.

Sincerely,

Spase Kace

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/11/2023
Submitted Date	08/11/2023
Respond By Date	08/22/2023

Dear Steven Rosenstein,

Introduction:

Regarding the 08/11/2023 Amendment, please respond, in accordance with SERFF procedures for Responding to an Objection Letter, to the following objection:

Objection 1

- Bill Plan, Payment Plans PPA (Rate)
Comments: ITEM NO. 1

Please remove second "blank" page and replace final attachment.

Conclusion:

Upon receipt of your complete response, this filing will be scheduled for review. Our goal is to have your filing under our review for no more than 60 days.

This filing may be Disposed as "Closed—Lack of Response" if a complete and proper response, or a request for an extension, is not received on or before the Respond By Date indicated in this Objection Letter. Please see Part 6 of the Massachusetts General Instructions for the proper procedure for submitting extension requests.

Should you decide to withdraw this filing, please notify us via response to this Objection Letter.

Thank you.
Sincerely,
Andrea Guen

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/10/2023
Submitted Date	08/10/2023
Respond By Date	08/21/2023

Dear Steven Rosenstein,

Introduction:

Please respond, in accordance with SERFF procedures for Responding to an Objection Letter, to the following objection:

Objection 1

Comments: DIVISION RECORDS

Please refer to the SERFF instructions within "PART 2 THE GENERAL INFORMATION TAB" as to what information should be provided within the Filing Description section.

Regarding this submission, to avoid having to update the requested effective dates again, please remove reference of the requested effective dates from the Filing Description via submission of a Post Submission Update.

Please ensure not to provide effective dates within the Filing Description section within future filings. Please acknowledge for accurate Division Records. Thank you.

Conclusion:

Upon receipt of your complete response, this filing will be scheduled for review. Our goal is to have your filing under our review for no more than 60 days.

This filing may be Disposed as "Closed—Lack of Response" if a complete and proper response, or a request for an extension, is not received on or before the Respond By Date indicated in this Objection Letter. Please see Part 6 of the Massachusetts General Instructions for the proper procedure for submitting extension requests.

Should you decide to withdraw this filing, please notify us via response to this Objection Letter.

Thank you.

Sincerely,

Andrea Guen

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Objection Letter

Objection Letter Status Incomplete
Objection Letter Date 07/28/2023
Submitted Date 07/28/2023
Respond By Date 08/08/2023

Dear Steven Rosenstein,

Introduction:

The Massachusetts Division of Insurance (the "Division") has concluded initial administrative review of this filing submission.

Please respond, in accordance with SERFF procedures for Responding to an Objection Letter, to the following objections:

Please refer to Part 6 of the Massachusetts General Instructions for further guidance on the proper procedure for responding to Objections.

Objection 1

Comments: DIVISION RECORDS

Regarding the proposed changes within this Rule filing, please confirm if any of the static verbiage/content on any of the following forms is affected :

- Application
- Coverage Selections Page or Declarations Page
- Endorsement forms

Please update the Filing Description via submission of a Post Submission Update.

Please acknowledge for Division Records.

Objection 2

- Annotated Comparison (Supporting Document)
Comments: ANNOTATED COMPARISON

Please remove the last "blank" page to avoid any ambiguity and to maintain accurate Division Records.

Conclusion:

Upon receipt of your complete response, this filing will be scheduled for review. Our goal is to have your filing under our review for no more than 60 days.

This filing may be Disposed as "Closed—Lack of Response" if a complete and proper response, or a request for an extension, is not received on or before the Respond By Date indicated in this Objection Letter. Please see Part 6 of the Massachusetts General Instructions for the proper procedure for submitting extension requests.

Should you decide to withdraw this filing, please notify us via response to this Objection Letter.

Thank you.
Sincerely,
Andrea Guen

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/14/2023
Submitted Date	08/15/2023

Dear Andrea Guen,
Introduction:
 and Spase Kace,

Thank you for continuing the review of this filing and for your Objection Comments.

Please find the responses below.

Response 1
Comments:

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

I. Plans and Related Fees or Charges

Please indicate whether the plan makes available any of the following payment options and which related fees or charges apply:

- more than one installment payment option;
- downpayment options; and
- related fees or charges:
 - fees for late payments;
 - fees for payments being returned for nonsufficient funds;
 - NA fees for paying by phone;
 - NA fees for payment by electronic funds transfer; or
 - NA other fees or charges.

All fee changes or other related changes require supporting documentation for the Division's actuary to review.

For filings to change existing installment plans, the submission is to include a clean copy of the proposed installment plan and a marked-up copy of the companys current installment plan showing the proposed changes, including an explanation of any eligibility requirements for the available payment options.

II. Credit Cardholder Discounts; Surcharges; Finance Charge (Chapter 140D: Section 28A)

If the plan permits the policyholder to make payments via a credit card, the plan does not impose a surcharge on a cardholder who elects to use a credit card in lieu of payment by cash, check or similar means. (M.G.L. 140D, §28A)

If the plan permits the policyholder to make payments via a credit card, the plan may offer the policyholder a discount for making a payment by cash, check or other means not involving the use of an open-end-credit plan or a credit card will not constitute a finance charge provided that all prospective policyholders are made aware of the discounts availability. If offered, please present information identifying how this will be disclosed clearly and conspicuously. (M.G.L. 140D, §28A)

Installment payment options and downpayment options are indicated in the Payment Options section of our Payment Plans rule attached in the Rate/Rule Schedule of this filing.

Installment fees are indicated in the Installment Fees section of the plan.

Fees for late payments and payments returned for nonsufficient funds are indicated under the Other Fees section of the plan.

Clean & Markup versions of the proposed installment plan have been provided in the Rate/Rule and Annotated Comparison section of the filing respectively.

There are no surcharges imposed on a cardholder who elects to use a credit card in lieu of payment by cash, check or similar means.

The plan offers a waiver of the installment fee when payments are made through recurring electronic funds transfer from a savings or checking account. This is indicated within Installment Fees section of the plan.

Related Objection 1

Applies To:

- Bill Plan, Payment Plans PPA (Rate)

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Comments: Please confirm the following by indicating an X next to each item. If not applicable indicate NA. If an item is applicable and not included in the filing please include in this filing with any tracked changes. If an item is applicable, please explain what it is and where it is in the filing.

I. Plans and Related Fees or Charges

_____ Please indicate whether the plan makes available any of the following payment options and which related fees or charges apply:

- _____ more than one installment payment option;
- _____ downpayment options; and
- _____ related fees or charges:
 - _____ fees for late payments;
 - _____ fees for payments being returned for nonsufficient funds;
 - _____ fees for paying by phone;
 - _____ fees for payment by electronic funds transfer; or
 - _____ other fees or charges.

All fee changes or other related changes require supporting documentation for the Division's actuary to review.

_____ For filings to change existing installment plans, the submission is to include a clean copy of the proposed installment plan and a marked-up copy of the companys current installment plan showing the proposed changes, including an explanation of any eligibility requirements for the available payment options.

II. Credit Cardholder Discounts; Surcharges; Finance Charge (Chapter 140D: Section 28A)

_____ If the plan permits the policyholder to make payments via a credit card, the plan does not impose a surcharge on a cardholder who elects to use a credit card in lieu of payment by cash, check or similar means. (M.G.L. 140D, §28A)

_____ If the plan permits the policyholder to make payments via a credit card, the plan may offer the policyholder a discount for making a payment by cash, check or other means not involving the use of an open-end-credit plan or a credit card will not constitute a finance charge provided that all prospective policyholders are made aware of the discounts availability. If offered, please present information identifying how this will be disclosed clearly and conspicuously. (M.G.L. 140D, §28A)

Changed Items:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

No Supporting Documents changed.

Conclusion:

Please let us know if any additional information or clarification is need for the review to continue.

Regards,

Steve

Sincerely,
Steven Rosenstein

SERFF Tracking #: NFDG-133703937

State Tracking #: PPA BILL PLAN 2023 EFT

Filing Company: Norfolk & Dedham Mutual Fire Insurance Company

State: Massachusetts
TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Response Letter

Response Letter Status: Submitted to State
Response Letter Date: 08/11/2023
Submitted Date: 08/11/2023

Dear Andrea Guen,

Introduction:

Thank you for the quick review of the latest Amendment.

Response 1

Comments:

The updated Bill Plan exhibit is re-attached with the blank page deleted.

Related Objection 1

Applies To:

- Bill Plan, Payment Plans PPA (Rate)

Comments: ITEM NO. 1

Please remove second "blank" page and replace final attachment.

Changed Items:

No Form Schedule items changed.

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Bill Plan	Payment Plans PPA	Replacement	NFDG-132712701	08/11/2023 By: Steven Rosenstein
<i>Previous Version</i>					
1	Bill Plan	Payment Plans PPA	Replacement	NFDG-132712701	08/11/2023 By: Steven Rosenstein
<i>Previous Version</i>					
1	Bill Plan	Payment Plans PPA	Replacement	NFDG-132712701	08/10/2023 By: Steven Rosenstein
<i>Previous Version</i>					
1	Bill Plan	Payment Plans PPA	Replacement	NFDG-132712701	07/27/2023 By: Steven Rosenstein

No Supporting Documents changed.

Conclusion:

Let us know if you need any other information to complete the review.

Regards,

Steve

Sincerely,
Steven Rosenstein

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/10/2023
Submitted Date 08/10/2023

Dear Andrea Guen,

Introduction:

Thank you for your prompt response to the company's amended filing.

Response 1

Comments:

A Post Submission Update has been submitted with the specific effective date removed from the Filing Description.

Related Objection 1

Comments: DIVISION RECORDS

Please refer to the SERFF instructions within "PART 2 THE GENERAL INFORMATION TAB" as to what information should be provided within the Filing Description section.

Regarding this submission, to avoid having to update the requested effective dates again, please remove reference of the requested effective dates from the Filing Description via submission of a Post Submission Update.

Please ensure not to provide effective dates within the Filing Description section within future filings. Please acknowledge for accurate Division Records. Thank you.

Changed Items:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

No Supporting Documents changed.

Conclusion:

We will ensure not to include effective dates within the Filing Description section within future filings.

Regards,

Steve

Sincerely,

Steven Rosenstein

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/31/2023
Submitted Date 07/31/2023

Dear Andrea Guen,

Introduction:

Thank you for beginning the review of this filing.

Response 1

Comments:

A Post Submission Update has been submitted to include a statement of confirmation that regarding the proposed changes within the filing, there are no changes to the static verbiage/content on any of the following forms:

- Application
- Coverage Selections Page
- Endorsement forms

Related Objection 1

Comments: DIVISION RECORDS

Regarding the proposed changes within this Rule filing, please confirm if any of the static verbiage/content on any of the following forms is affected :
Application
Coverage Selections Page or Declarations Page
Endorsement forms

Please update the Filing Description via submission of a Post Submission Update.

Please acknowledge for Division Records.

Changed Items:

- No Form Schedule items changed.
- No Rate/Rule Schedule items changed.
- No Supporting Documents changed.

State: Massachusetts Filing Company:
 TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Response 2

Comments:

The Annotated Comparison exhibit is re-attached as shown below with the blank page removed.

Related Objection 2

Applies To:

- Annotated Comparison (Supporting Document)

Comments: ANNOTATED COMPARISON

Please remove the last "blank" page to avoid any ambiguity and to maintain accurate Division Records.

Changed Items:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Supporting Document Schedule Item Changes

Satisfied - Item: Annotated Comparison

Comments:

Attachment(s): PPA Bill Plan Markup 9-23-23.pdf

Previous Version

Satisfied - Item: Annotated Comparison

Comments:

Attachment(s): PPA Bill Plan Markup 9-23-23.pdf

Conclusion:

Please let us know if any additional clarification is needed for the review to continue.

Regards,
 Sincerely,
 Steven Rosenstein

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Amendment Letter

Submitted Date: 08/11/2023
 Comments:
 Dear Andrea Guen & Spase Kace,

This Amendment is submitted to replace the amended proposed Bill Plan again as shown below with a correct copy of the updated exhibit.
 An incorrect version of the proposed exhibit in the Rate/Rule Schedule was erroneously attached in the Amendment submitted on 8/10.
 The Annotated Exhibit was correctly attached and is unchanged in this submission.

We apologize for any inconvenience this may have caused.

Thank you for your understanding,

Steve

Changed Items:
 No Form Schedule Items Changed.

Rate Schedule Item Changes			
Item No.	Exhibit Name	Rule # or Page #	Rate Action
1	Bill Plan	Payment Plans PPA	Replacement
<i>Previous Version</i>			
1	Bill Plan	Payment Plans PPA	Replacement
<i>Previous Version</i>			
1	Bill Plan	Payment Plans PPA	Replacement
		Previous State Filing Number	Date Submitted
		NFDG-132712701	08/11/2023 By: Steven Rosenstein
		NFDG-132712701	08/10/2023 By: Steven Rosenstein
		NFDG-132712701	07/27/2023 By: Steven Rosenstein

No Supporting Documents Changed.

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Amendment Letter

Submitted Date: 08/10/2023

Comments:
 Dear Spase Kace,

We are submitting this Amendment to revise the implementation date of the changes proposed in this filing from 9/23/23 to 10/21/23.

Updated copies of the proposed and markup versions of the Bill Plan have been attached to the filing as shown below.

A Post Submission Update will be submitted simultaneously to update the effective dates on the General Information Tab.

Please let us know if you have any questions regarding the amended filing.

Regards,

Steve Rosenstein

Changed Items:
 No Form Schedule Items Changed.

Rate Schedule Item Changes			
Item No.	Exhibit Name	Rule # or Page #	Rate Action
1	Bill Plan	Payment Plans PPA	Replacement
Previous State Filing Number			
		NFDG-132712701	Date Submitted
			08/10/2023
			By: Steven Rosenstein
Previous Version			
1	Bill Plan	Payment Plans PPA	Replacement
		NFDG-132712701	07/27/2023
			By: Steven Rosenstein

SERFF Tracking #: NFDG-133703937 State Tracking #: PPA BILL PLAN 2023 EFT Company Tracking #: Norfolk & Dedham Mutual Fire Insurance Company

Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 State: Massachusetts
 TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Supporting Document Schedule Item Changes

Satisfied - Item:	Annotated Comparison
Comments:	
Attachment(s):	PPA Bill Plan Markup 10-21-23.pdf
<i>Previous Version</i>	
Satisfied - Item:	Annotated Comparison
Comments:	
Attachment(s):	PPA Bill Plan Markup 9-23-23.pdf
<i>Previous Version</i>	
Satisfied - Item:	Annotated Comparison
Comments:	
Attachment(s):	PPA Bill Plan Markup 9-23-23.pdf

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Note To Filer

Created By:

Carla Kelton on 07/28/2023 08:06 AM

Last Edited By:

Andrea Guen

Submitted On:

08/16/2023 02:57 PM

Subject:

NFDG-133703937

Comments:

Thank you for your filing submission. Your filing is now assigned to an analyst for review. Our goal is to have your filing under our review for no more than 60 days.

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Reviewer Note

Created By:

Spase Kace on 08/16/2023 11:17 AM

Subject:

Rule-Ok

Comments:

Ok

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Reviewer Note

Created By:

Andrea Guen on 08/10/2023 01:10 PM

Subject:

Corresponding HO and IL Rule Filings

Comments:

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

From: Guen, Andrea (DOI)
Sent: Friday, July 28, 2023 11:23 AM
To: Newcomb, Robert (DOI) <robert.newcomb@mass.gov>
Subject: Norfolk & Dedham Group filings in house

Hi Bob,

Hope you're staying hydrated!

Just want to let you know there are 3 installment rule filings from N&D:

Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
TOI: 19.0 Personal Auto
Sub-TOI: 19.0000 Personal Auto Combinations
Filing Type: Rule
Assigned To: Andrea Guen (primary)
Date Submitted: 07/27/2023
SERFF Tr Num: NFDG-133703937
SERFF Status: Pending Industry Response
State Tr Num:
State Status: Incomplete
Co Tr Num: PPA BILL PLAN 2023 EFT
Disposition Date:

First Filing Company: Norfolk & Dedham Mutual Fire Insurance Company, ...
TOI: 04.0 Homeowners
Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
Filing Type: Rule
Assigned To: Andrea Guen (primary)
Date Submitted: 07/27/2023
SERFF Tr Num: NFDG-133758208
SERFF Status: Pending Industry Response
State Tr Num:
State Status: Incomplete
Co Tr Num: HO BILL PLAN 2023 EFT
Disposition Date:

First Filing Company: Norfolk & Dedham Mutual Fire Insurance Company, ...
TOI: 35.0 Interline Filings
Sub-TOI: 35.0001 Personal Interline Filings
Filing Type: Rule
Assigned To: Robert Newcomb (primary)
Date Submitted: 07/27/2023
SERFF Tr Num: NFDG-133722437
SERFF Status: Assigned
State Tr Num:
State Status: Received

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Co Tr Num: PL LINES BILL PLAN 2023

Disposition Date:

I've sent out Objection Letters on the PA and HO filings. The IL filing may have similar issues. Please let me know if you see any other concerns. Thank you.

Hope you have a great weekend.

Andrea

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Reviewer Note

Created By:

Andrea Guen on 07/31/2023 01:45 PM

Last Edited By:

Andrea Guen

Submitted On:

07/31/2023 01:46 PM

Subject:

07/31/2023 - Assigned / Note to Spase

Comments:

Hello Spase.

After receipt of the corrections, this filing now appears administratively set and assigned for actuarial review.

Please note there are Corresponding HO and IL Filings:

HO: NFDG-133758208

IL: NFDG-133722437

Thank you.

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Post Submission Update Request Processed On 07/31/2023

Status: Allowed
Created By: Steven Rosenstein
Processed By: Andrea Guen
Comments:

Filing Description:

Requested Value:

The Norfolk & Dedham Mutual Fire Insurance Company proposes an update to the Bill Plan used for Private Passenger Auto in Massachusetts.

With these changes, the company will make electronic fund transfers (EFT) available on all of its the pay plans beginning with transactions on or after 9/23/2023.

In addition, the plan has been revised for clarity with no changes to any of the fees in the plan.

Regarding the proposed changes within this Rule filing, there are no changes to the static verbiage/content on any of the following forms:

- Application
- Coverage Selections Page
- Endorsements

Prior Value:

The Norfolk & Dedham Mutual Fire Insurance Company proposes an update to the Bill Plan used for Private Passenger Auto in Massachusetts.

With these changes, the company will make electronic fund transfers (EFT) available on all of its the pay plans beginning with transactions on or after 9/23/2023.

In addition, the plan has been revised for clarity with no changes to any of the fees in the plan.

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Post Submission Update Request Processed On 08/10/2023

Status: Allowed
Created By: Steven Rosenstein
Processed By: Andrea Guen
Comments:

Filing Description:

Requested Value:

The Norfolk & Dedham Mutual Fire Insurance Company proposes an update to the Bill Plan used for Private Passenger Auto in Massachusetts.

With these changes, the company will make electronic fund transfers (EFT) available on all of its the pay plans beginning with transactions on or after the effective date of this filing.

In addition, the plan has been revised for clarity with no changes to any of the fees in the plan.

Regarding the proposed changes within this Rule filing, there are no changes to the static verbiage/content on any of the following forms:

- Application
- Coverage Selections Page
- Endorsements

Prior Value:

The Norfolk & Dedham Mutual Fire Insurance Company proposes an update to the Bill Plan used for Private Passenger Auto in Massachusetts.

With these changes, the company will make electronic fund transfers (EFT) available on all of its the pay plans beginning with transactions on or after 10/21/2023.

In addition, the plan has been revised for clarity with no changes to any of the fees in the plan.

Regarding the proposed changes within this Rule filing, there are no changes to the static verbiage/content on any of the following forms:

- Application
- Coverage Selections Page
- Endorsements

State: Massachusetts **Filing Company:** Norfolk & Dedham Mutual Fire Insurance Company
TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
Product Name: MA PPA
Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Post Submission Update Request Processed On 08/10/2023

Status: Allowed
Created By: Steven Rosenstein
Processed By: Andrea Guen
Comments:

General Information:

Field Name	Requested Change	Prior Value
Effective Date Requested (New)	10/21/2023	09/23/2023
Effective Date Requested (Renew)	10/21/2023	09/23/2023

Filing Description:

Requested Value:

The Norfolk & Dedham Mutual Fire Insurance Company proposes an update to the Bill Plan used for Private Passenger Auto in Massachusetts.

With these changes, the company will make electronic fund transfers (EFT) available on all of its the pay plans beginning with transactions on or after 10/21/2023.

In addition, the plan has been revised for clarity with no changes to any of the fees in the plan.

Regarding the proposed changes within this Rule filing, there are no changes to the static verbiage/content on any of the following forms:

- Application
- Coverage Selections Page
- Endorsements

Prior Value:

The Norfolk & Dedham Mutual Fire Insurance Company proposes an update to the Bill Plan used for Private Passenger Auto in Massachusetts.

With these changes, the company will make electronic fund transfers (EFT) available on all of its the pay plans beginning with transactions on or after 9/23/2023.

In addition, the plan has been revised for clarity with no changes to any of the fees in the plan.

Regarding the proposed changes within this Rule filing, there are no changes to the static verbiage/content on any of the following forms:

- Application
- Coverage Selections Page
- Endorsements

State: Massachusetts Filing Company: Norfolk & Dedham Mutual Fire Insurance Company
 TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Rate/Rule Schedule

Item No.	Schedule Item	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Bill Plan	Payment Plans PPA	Replacement	NFDG-132712701	PPA Bill Plan Proposed 10-21-23 v2.pdf

MA Private Passenger Auto Payment Plans

Payment Options

Full Pay*	
4 Pay*	4 equal quarterly installments
10 Pay*	10 equal monthly installments
12 Pay*	12 equal monthly installments

*Electronic funds transfer available

Installment Fees

A \$6 fee applies per installment.

Installment fees are waived for the first installment and for subsequent installments when payments are made through recurring electronic funds transfer from a savings or checking account.

Other Fees

A \$25 charge will apply for each late payment which results in a cancellation notice being sent.

A \$25 charge will be assessed for any payments returned due to non-sufficient funds or a closed account.

Endorsement changes

Premium changes resulting from endorsements before the policy has been paid in full will be spread evenly over the remaining installments produced after the endorsement has been processed.

Early Full Payment

Regardless of the payment plan selected, the insured has the option to pay the remaining balance (including accrued installment charges) at any time and eliminate future installment charges.

State: Massachusetts
 TO/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations
 Product Name: MA PPA
 Project Name/Number: 2023 Bill Plan EFT/2023 Bill Plan EFT

Filing Company:

Supporting Document Schedules

Satisfied - Item:	Certification of Compliance
Comments:	
Attachment(s):	NFDG-133703937 COC.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Annotated Comparison
Comments:	
Attachment(s):	PPA Bill Plan Markup 10-21-23.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Motor Vehicle Insurance Checklists
Comments:	
Attachment(s):	SRB Module 8 Installments.pdf
Item Status:	
Status Date:	
Bypassed - Item:	Letter of Authorization
Bypass Reason:	This filing is not submitted by a third party.
Attachment(s):	
Item Status:	
Status Date:	

MASSACHUSETTS DIVISION OF INSURANCE
CERTIFICATION OF COMPLIANCE

Norfolk & Dedham Mutual Fire Insurance Company

Please enter the First Filing Company as listed in SERFF, hereinafter referred to as "the Filing Entity."

NFDG-133703937

Please enter the Company Tracking Number or SERFF Tracking Number, hereinafter referred to as "the Filing."

I, Barbara Manzella, Director of Product,
as a representative of the Filing Entity
duly authorized to give this certification on its behalf,
hereby certify under the pains and penalties of perjury:
the Filing is in compliance with all relevant laws and regulations
of the Commonwealth of Massachusetts.

Signature

Barbara Manzella

Date

7/27/23

~~Norfolk & Dedham Mutual Fire Insurance Company~~
~~Direct Billing System~~ MA Private Passenger Auto
Payment Plans

~~Billing Plan #1~~

~~Eligible policies~~

~~MA Personal Auto Policies with minimum total premium of \$200.~~

Payment Options ~~Down payment~~

Full Pay*

4 Pay* 4 equal quarterly installments

10 Pay* 10 equal monthly installments ~~10%~~

12 Pay* 12 equal monthly installments

*Electronic funds transfer available

~~Number of Remaining Installments~~

~~up to 9~~

Installment Fees ~~Finance charge~~

A

\$6 fee applies per installment. ~~per installment~~

Installment fees are waived for the first installment and for subsequent installments when payments are made through recurring electronic funds transfer from a savings or checking account.

Other Fees ~~Non-sufficient funds charge~~

~~A \$25 charge will be assessed for any payments returned from the bank for "non-sufficient funds", "closed account", "refer to maker", or "uncollected funds".~~

~~_____ A late fee of \$25 charge will be applied for each late payment which results in a cancellation notice being sent~~ _____ en any notice of intent to cancel is issued during the present policy term.

~~_____ A \$25 charge will be assessed for any payments returned due to non-sufficient funds or a closed~~ _____ account.

~~Late fee~~

Endorsement changes

Premium changes resulting from endorsements before the policy has been paid in full will be

~~Norfolk & Dedham Mutual Fire Insurance Company~~
~~Direct Billing System~~ MA Private Passenger Auto
Payment Plans

spread evenly over the remaining installments produced after the endorsement has been processed.

Early Full Payment

Regardless of the payment plan selected, the insured has the option to pay the remaining balance (including accrued installment charges) at any time and eliminate future installment charges.

~~**Norfolk & Dedham Mutual Fire Insurance Company
Direct Billing System**~~

~~**Billing Plan #2**~~

~~Eligible policies~~

~~MA Personal Auto Policies with minimum total premium of \$200.~~

~~Down payment~~

~~25%~~

~~Number of Remaining Installments~~

~~up to 3~~

~~Finance charge~~

~~\$6 per installment~~

~~Non-sufficient funds charge~~

~~A \$25 charge will be assessed for any payments returned from the bank for “non-sufficient funds”, “closed account”, “refer to maker”, or “uncollected funds”.~~

~~Late fee~~

~~A late fee of \$25 will be applied for each late payment when any notice of intent to cancel is issued during the present policy term.~~

~~Endorsement changes~~

~~Premium changes resulting from endorsements before the policy has been paid in full will be spread evenly over the remaining installments produced after the endorsement has been processed.~~

~~Early Full Payment~~

~~Regardless of the payment plan selected, the insured has the option to pay the remaining balance (including accrued installment charges) at any time and eliminate future installment charges.~~

~~**Norfolk & Dedham Mutual Fire Insurance Company
Direct Billing System**~~

~~**Billing Plan #3 — Electronic Funds Transfer Plan**~~

~~Eligible Policies~~

~~MA Personal Auto Policies where payment is to be made by Electronic Funds Transfer from a bank or financial institution.~~

~~Down payment~~

~~10%~~

~~Number of Remaining Installments~~

~~up to 9~~

~~Finance charge~~

~~No finance charge.~~

~~Non-sufficient funds charge~~

~~A \$25 charge will be assessed for any payments returned from the bank for “non-sufficient funds”, “closed account”, “refer to maker”, or “uncollected funds”.~~

~~Endorsement changes~~

~~Premium changes resulting from endorsements before the policy has been paid in full will be spread evenly over the remaining installments produced after the endorsement has been processed.~~

~~Early Full Payment~~

~~Regardless of the payment plan selected, the insured has the option to pay the remaining balance at any time.~~

**~~Norfolk & Dedham Mutual Fire Insurance Company
Direct Billing System~~**

~~Billing Plan #4~~

~~Eligible policies~~

~~MA Personal Auto Policies with minimum total premium of \$200.~~

~~Down payment~~

~~1/12th~~

~~Number of Remaining Installments~~

~~up to 11~~

~~Finance charge~~

~~\$6 per installment~~

~~Non-sufficient funds charge~~

~~A \$25 charge will be assessed for any payments returned from the bank for “non-sufficient funds”, “closed account”, “refer to maker”, or “uncollected funds”.~~

~~Late fee~~

~~A late fee of \$25 will be applied for each late payment when any notice of intent to cancel is issued during the present policy term.~~

~~Endorsement changes~~

~~Premium changes resulting from endorsements before the policy has been paid in full will be spread evenly over the remaining installments produced after the endorsement has been processed.~~

~~Early Full Payment~~

~~Regardless of the payment plan selected, the insured has the option to pay the remaining balance (including accrued installment charges) at any time and eliminate future installment charges.~~

CHECKLIST FOR MOTOR VEHICLE INSURANCE INSTALLMENT PAYMENT PLANS

Motor vehicle insurance premium installment plans including rates and charges require approval by the Commissioner (M.G.L. c. 175, §193B).

This checklist is designed to set forth minimum 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 is to accompany all motor vehicle insurance installment payment plan filings. For each component of this checklist, the filer is to certify that the filing complies with the listed statutory provisions by initialing the space provided. If a listed provision does not apply to the filing, the filer shall write "N/A" in the space provided.

I. Plans and Related Fees or Charges

SBR Please indicate whether the plan makes available any of the following payment options and which related fees or charges apply:

SBR more than one installment payment option;

SBR downpayment options; and

SBR related fees or charges:

SBR fees for late payments;

SBR fees for payments being returned for nonsufficient funds;

N/A fees for paying by phone;

N/A fees for payment by electronic funds transfer; or

N/A other fees or charges.

All fee changes or other related changes require supporting documentation for the Division's actuary to review.

SBR For filings to change existing installment plans, the submission is to include a clean copy of the proposed installment plan and a marked-up copy of the company's current installment plan showing the proposed changes, including an explanation of any eligibility requirements for the available payment options.

II. Interest Charges ([Chapter 175: Section 193B½](#))

SBR The interest charges on motor vehicle insurance premiums that are paid in installments, will be calculated only on the unpaid balance due as of the billing date.

III. Deposit Premiums

SBR If plan requires a deposit premium prior to the issuance of a policy or execution of a bond, the plan does not require a deposit premium that exceeds 30% of the annual premium or the full short term premium for the insurance requested, whichever is less, unless the applicant has been in default in the payment of any premium for automobile insurance during the preceding 24 months.

[\(M.G.L. 175, § 113E\)](#)

IV. Credit Cardholder Discounts; Surcharges; Finance Charge ([Chapter 140D: Section 28A](#))

SBR If the plan permits the policyholder to make payments via a credit card, the plan does not impose a surcharge on a cardholder who elects to use a credit card in lieu of payment by cash, check or similar means. (M.G.L. 140D, §28A)

SBR If the plan permits the policyholder to make payments via a credit card, the plan may offer the policyholder a discount for making a payment by cash, check or other means not involving the use of an open-end-credit plan or a credit card will not constitute a finance charge provided that all prospective policyholders are made aware of the discount's availability. If offered, please present information identifying how this will be disclosed clearly and conspicuously. (M.G.L. 140D, §28A)

211 CMR: DIVISION OF INSURANCE

211 CMR 97.00: PROCEDURES FOR CANCELLATION AND NON-RENEWAL OF MOTOR VEHICLE INSURANCE POLICIES

Section

- 97.01: Purpose, Scope and Authority
- 97.02: Definitions
- 97.03: Policy Cancellation
- 97.04: Content of Notices of Cancellation
- 97.05: Return Premium Applicable to Cancelled Motor Vehicle Insurance Policies
- 97.06: Policy Non-renewal
- 97.07: Severability

97.01: Purpose, Scope and Authority

211 CMR 97.00, promulgated pursuant to M.G.L. c. 174A, M.G.L. c. 175, § 193R and M.G.L. c. 175A governs the procedures for the cancellation and non-renewal of Motor Vehicle Insurance Policies.

97.02: Definitions

As used in 211 CMR 97.00, the following words mean:

Board of Appeal. The Board of Appeal on Motor Vehicle Liability Policies and Bonds established pursuant to M.G.L. c. 26, § 8A.

Cancellation. Termination of an existing Motor Vehicle Insurance Policy, at the request of either the Insurer or the Policyholder, as of an effective date prior to the policy's expiration date.

Commissioner. The Commissioner of Insurance appointed pursuant to M.G.L. c. 26, § 6, or his or her designee.

Division. The Division of Insurance, established pursuant to M.G.L. c. 26, § 1.

Insurer. Any corporation, association, partnership, group or individual engaged as a principal authorized to issue a Motor Vehicle Insurance Policy to an applicant for motor vehicle insurance in the Commonwealth of Massachusetts.

Motor Vehicle Insurance Policy. A certificate, as defined in M.G.L. c. 90, §§ 34A and 34O, evidencing insurance coverage on a motor vehicle.

Non-renewal. A declination to renew an existing Motor Vehicle Insurance Policy at the request of either the Insurer or the Policyholder, upon the expiration date of that policy.

Notice. The written communication delivered by an Insurer or a Policyholder indicating the intent of the Insurer or the Policyholder to cancel or non-renew an existing Motor Vehicle Insurance Policy.

Person. An Insurer or a Policyholder who initiates the Cancellation or Non-renewal of an existing Motor Vehicle Insurance Policy.

Policyholder. The named insured on the Motor Vehicle Insurance Policy, or any person the named insured identifies as his or her representative for purposes of giving or receiving notices relating to the Motor Vehicle Insurance Policy.

Registrar of Motor Vehicles. The Registrar of Motor Vehicles appointed pursuant to M.G.L. c. 16, § 9, or his or her designee.

Short Rate. A fixed dollar value or percentage of premium, representing an Insurer's fixed policy acquisition expenses incurred prior to the date a Motor Vehicle Insurance Policy becomes effective, that an Insurer includes in its motor vehicle insurance rate manual filed with the Commissioner and uses to adjust return premium when a policyholder cancels a policy.

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97.03: Policy Cancellation

(1) Cancellation Initiated by the Insurer. An Insurer may cancel a Motor Vehicle Insurance Policy, other than a Motor Vehicle Insurance Policy issued to a Policyholder who is an individual member of a group insured pursuant to a group marketing plan under M.G.L. c. 175, § 193R, at any time during the policy effective period only for the following reasons:

1. Non-payment of premium;
2. Fraud or material misrepresentation in the application for or renewal of the policy;
3. Suspension or revocation during the policy period of the operator's license or motor vehicle registration of the named insured or any other person residing in the same household as the named insured and who usually operates a motor vehicle insured under the policy;
4. Removal of certain coverage(s) of the Motor Vehicle Insurance Policy pursuant to the provisions of M.G.L. c. 175, § 113H(A)(7); or
5. Failure by the Policyholder to comply with the Insurer's request for a vehicle inspection under M.G.L. c. 90, § 34O.

(b) An Insurer may cancel a Motor Vehicle Insurance Policy up to 90 days after the policy's renewal effective date for either of the following reasons:

1. The Insurer is making a general reduction in the volume of motor vehicle insurance it writes in the Commonwealth in accordance with M.G.L. c. 175, § 22E; or
2. The applicant for insurance has failed to complete a renewal application and return it to the Insurer at least 30 days before the expiration date of the previous Motor Vehicle Insurance Policy.

(c) An Insurer may cancel a Motor Vehicle Insurance Policy issued to an individual member of a group insured pursuant to a group marketing plan under M.G.L. c. 175, § 193R only for the following reasons:

1. Non-payment of premium;
2. Fraud;
3. The individual member of the group insured pursuant to the group marketing plan has lost his or her motor vehicle registration or operator's license for a period of one year or more; or
4. Motor vehicle insurance coverage for the entire group insured pursuant to the group marketing plan has been cancelled.

(2) Cancellation Initiated by the Policyholder. A Policyholder may cancel a Motor Vehicle Insurance Policy, or any of its coverage parts, at any time.

97.04: Content of Notices of Cancellation

(1) Required Content of Notices of Cancellation. Notices of Cancellation must be in writing and must include the following information:

- (a) A title which indicates the nature of the Notice;
- (b) The complete name and address of the Person requesting Cancellation;
- (c) The complete name and address of the Person to whom the Notice of Cancellation is sent;
- (d) The policy number or other identifier specifying the Motor Vehicle Insurance Policy being cancelled;
- (e) The date on which the Person intends the Cancellation of the Motor Vehicle Insurance Policy to take effect; and
- (f) The Person's specific reason for the Cancellation. An Insurer may not use phrases such as "underwriting reasons" as the reason for Cancellation. An Insurer must inform the Policyholder of the specific facts on which the Insurer based its decision to cancel the Motor Vehicle Insurance Policy.

(2) A Notice of Cancellation that an Insurer issues to a Policyholder also must comply with the following requirements:

- (a) If the Cancellation is for non-payment of premium, the Notice of Cancellation shall state clearly the amount of premium and of any applicable fees included in the Insurer's premium payment plan approved by the Commissioner that are owed to the Insurer for the existing Motor Vehicle Insurance Policy and shall state further that the Cancellation will not take effect if the Policyholder pays the full amount of premium and fees owed on or before the effective date of the Cancellation. The Notice of Cancellation shall inform the Policyholder of options for making such payment; and

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97.04: continued

(b) The Notice of Cancellation shall include the following language, unless the Notice was issued as a result of non-payment of premium for a Motor Vehicle Insurance Policy insuring a motor vehicle registered as a taxicab or public livery use, or unless the Commissioner of Insurance approves alternate language.

IMPORTANT NOTICE TO POLICYHOLDERS: Please read carefully the information below which outlines your legal rights relative to this cancellation.

INFORMATION ABOUT MINIMUM INSURANCE REQUIREMENTS

Massachusetts law requires that every motor vehicle registered in Massachusetts carry minimum motor vehicle liability insurance. The Registrar of Motor Vehicles will revoke your registration and license plates on the effective date of cancellation shown in this notice unless:

1. We reinstate your required minimum motor vehicle insurance; or
2. Before the date of cancellation shown in this notice you obtain minimum motor vehicle insurance from another insurance company. The new insurance company must notify the Registrar before the date of cancellation in this notice that it has insured your motor vehicle.

If you are unable to obtain motor vehicle insurance from another insurance company, you may be eligible to obtain motor vehicle insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply for motor vehicle insurance through the plan. If you apply for motor vehicle insurance through the plan, you will be not be able to choose an insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the coverage that was not renewed; or

3. Before the effective date of cancellation shown in this notice you file with the Commissioner of Insurance a written complaint on a form prescribed and furnished by the Commissioner of Insurance. The form is available on the Division of Insurance website by searching "Cancellation Appeal Form" at www.mass.gov/doi or can be obtained by calling the Division's Consumer Service Section at 617-521-7777.

Unless one of the three above actions occurs, the registration for your motor vehicle will be revoked on the effective date of cancellation shown in this notice.

(3) Procedures for Delivering a Notice of Cancellation. The written Notice of Cancellation must be sent to the intended recipient at least 20 days before the proposed effective date of Cancellation of the Motor Vehicle Insurance Policy. The Insurer must notify the Registrar of Motor Vehicles of the Cancellation of a Motor Vehicle Insurance Policy, whether initiated by the Insurer or the Policyholder, in accordance with the procedures prescribed by the Registrar.

(a) Notification Procedures Applicable to Insurers. The Insurer must give written Notice of Cancellation to the Policyholder and to any loss payee identified on the Policyholder's coverage selections or declaration page of the Motor Vehicle Insurance Policy in any of the following ways:

1. Delivery in hand to the Policyholder;
2. Delivery in hand to the Policyholder's last address known to the Insurer (business, residence or other); or
3. Delivery by first class mail forwarded to the Policyholder's last address known to the Insurer (business, residence or other). If the Insurer mails the Notice of Cancellation to the Policyholder, it will not be deemed effective unless the Insurer obtains a certificate of mailing receipt from the United States Postal Service showing the name and address of the Policyholder to whom the Notice of Cancellation was mailed.

(b) Notification Procedures Applicable to Policyholders. A Policyholder must give written Notice of Cancellation either to the Insurer or by notifying the insurance producer through whom the Policyholder purchased the Motor Vehicle Insurance Policy. Notice of Cancellation may be given by any reasonable means, including hand delivery or first class mail.

(4) Insurer Notice of Reinstatement of a Motor Vehicle Insurance Policy After Issuing Notice of Cancellation. An Insurer that reinstates a Motor Vehicle Insurance Policy after issuing a Notice of Cancellation must notify the Registrar of Motor Vehicles of such reinstatement in accordance with the procedures prescribed by the Registrar.

97.05: Return Premium Applicable to Cancelled Motor Vehicle Insurance Policies

(1) If premium payments have been made on a Motor Vehicle Insurance Policy which is cancelled, the Policyholder may be entitled to the return of premium paid for the unexpired term of that policy. Return premium, if any, shall be determined based on the rates in effect for the Insurer on the date the cancelled Motor Vehicle Insurance Policy first became effective.

(2) An Insurer that cancels a Motor Vehicle Insurance Policy shall calculate return premium on a *pro rata* basis as of the intended effective date of Cancellation, or the date upon which a new certificate of insurance is filed with the Registrar of Motor Vehicles covering the same vehicle that was insured under the cancelled policy, if the effective date of the new Motor Vehicle Insurance Policy is prior to the intended Cancellation date of the cancelled Motor Vehicle Insurance Policy. Any return premium associated with the unexpired portion of the term of the cancelled Motor Vehicle Insurance Policy shall be delivered to the Policyholder within 30 days of the effective date of Cancellation of that policy.

(3) If a Motor Vehicle Insurance Policy that an Insurer cancelled is reinstated by the Board of Appeal or by order of a court in any legal proceeding that the Policyholder initiated relating to the Cancellation, any return premium shall be calculated based on the rates in effect when the cancelled Motor Vehicle Insurance Policy first became effective.

(4) If a Policyholder cancels a Motor Vehicle Insurance Policy, return premium, if any, shall reflect the unexpired portion of the term of the cancelled policy, *pro rata*, in any of the following circumstances:

(a) The Policyholder cancels the Motor Vehicle Insurance Policy within the first 30 days from the date on which the policy becomes effective or the date on which the Policyholder receives the policy documents, whichever is later;

(b) The Policyholder cancels the Motor Vehicle Insurance Policy within 30 days after the date on which the insured motor vehicle is stolen or destroyed, if the loss to the motor vehicle is a total loss or total constructive loss. The return premium, if any, shall be calculated from the day following the date of loss;

(c) The Policyholder cancels the Motor Vehicle Insurance Policy because of entry into the military service of the United States of America; or

(d) The Policyholder cancels a Motor Vehicle Insurance Policy issued through the Massachusetts residual market plan because coverage has been obtained in the voluntary market. The return premium, if any, shall be calculated from the effective date of the Motor Vehicle Insurance Policy that replaces the policy issued through the residual market plan.

Nothing precludes an Insurer from identifying other circumstances in which it will calculate the return premium to the Policyholder on a *pro rata* basis without short rate adjustments.

(5) In all other cases, if the Policyholder cancels a Motor Vehicle Insurance Policy the Insurer may reduce the otherwise calculated return premium in accordance with any short rate adjustments contained in the Insurer's motor vehicle insurance rate manual filed with the Commissioner and in effect on the date the policy became effective.

(6) If a Motor Vehicle Insurance Policy terminates by operation of law, return premium, if any, is calculated based on the date of such automatic termination, regardless of any other intended date of Cancellation proposed by the Insurer or the Policyholder. A Motor Vehicle Insurance Policy terminates by operation of law in any of the following circumstances:

(a) Another Insurer files with the Registrar of Motor Vehicles a certificate of insurance covering the same motor vehicle or trailer covered by the terminating policy. The date of termination is the date on which a new certificate of insurance filed with the Registrar of Motor Vehicles becomes effective;

(b) The owner of the motor vehicle or trailer sells or transfers title. The date of termination is 30 days after such sale or transfer unless the owner, within that 30 day period, transfers the registration of the motor vehicle or trailer to a replacement motor vehicle or trailer; or

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97.05: continued

(c) The owner of the motor vehicle or trailer surrenders the registration plates issued by the Registrar of Motor Vehicles for the motor vehicle or trailer to the Registrar of Motor Vehicles, along with a written statement, in such form as the Registrar of Motor Vehicles may require, indicating that such registration plates are being surrendered to cancel the registration of the motor vehicle or trailer, as well as the Motor Vehicle Insurance Policy covering such motor vehicle or trailer. If the registration plates have been lost or stolen, the owner of the motor vehicle or trailer may cancel the registration of the motor vehicle or trailer by filing a lost plate affidavit with the Registrar of Motor Vehicles in accordance with procedures prescribed by the Registrar.

(7) When a Motor Vehicle Insurance Policy terminates by operation of law, the return premium, if any, may be reduced in accordance with any short rate adjustments contained in the Insurer's motor vehicle insurance rate manual filed with the Commissioner and in effect on the date the policy became effective.

97.06: Policy Non-renewal

(1) Required Content of Notices of Non-renewal. Notices of Non-renewal must be in writing and must include the following information:

- (a) A title which indicates the nature of the Notice;
- (b) The complete name and address of the Person requesting Non-renewal;
- (c) The complete name and address of the Person to whom the Notice of Non-renewal is sent;
- (d) The policy number or other identifier specifying the Motor Vehicle Insurance Policy being non-renewed;
- (e) The date on which the non-renewing Motor Vehicle Insurance Policy will expire; and
- (f) An Insurer must comply with all Massachusetts laws and regulations relating to non-renewal of a Motor Vehicle Insurance Policy. An Insurer that issues a Notice of Non-renewal must state the reason for the Non-renewal. An Insurer may not use phrases such as "underwriting reasons" as the reason for Non-renewal. An Insurer must inform the Policyholder of the specific facts on which the Insurer based its decision not to renew the Motor Vehicle Insurance Policy.

(2) Required Language of Notices of Non-renewal. A Notice of Non-renewal that an Insurer issues to a Policyholder of a private passenger Motor Vehicle Insurance Policy also must include the following language, unless the Commissioner approves alternate language.

IMPORTANT NOTICE TO POLICYHOLDERS

You must have compulsory motor vehicle insurance in order to keep your motor vehicle registered in Massachusetts. We have notified the Registrar of Motor Vehicles and you of our intent to non-renew your motor vehicle insurance policy.

You must replace your policy as soon as possible. The Registrar of Motor Vehicles will cancel your motor vehicle registration if it does not receive a new certificate of insurance covering your motor vehicle before your current policy expires. You may contact an insurance company directly, or work with a licensed insurance agent to obtain new insurance from a company that the insurance agent represents.

If no insurance company is willing to insure you, you may be eligible to obtain motor vehicle insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply to the plan. If you apply for insurance through the plan, you will not be able to choose an insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the insurance coverage that was not renewed.

This notice shall not be deemed a refusal under M.G.L. c. 175, § 113D to issue a motor vehicle liability policy or to execute a motor vehicle liability bond as surety.

97.06: continued

- (3) Procedures for Delivering a Notice of Non-renewal.
- (a) Notification Procedures Applicable to Insurers. An Insurer must give written Notice that it will not renew an existing Motor Vehicle Insurance Policy 45 days in advance of the policy expiration date. Notices of Non-renewal must be given as follows:
1. For policies with expiration dates between April 1, 2009 and March 31, 2010, the Insurer shall send the Notice of Non-renewal to the insurance producer of record, regardless of whether that insurance producer is then appointed as an agent of the Insurer.
 2. For policies with expiration dates on or after April 1, 2010, the Insurer shall send the Notice of Non-renewal to the insurance producer of record only if that producer is then appointed as an agent of the Insurer. If the Insurer has terminated that insurance producer's agent appointment, the Insurer must send the Notice of Non-renewal to the Policyholder.
 3. For all policies, if the insurance producer of record no longer is licensed as an insurance producer by the Commissioner, the Insurer shall send the Notice of Non-renewal to the Policyholder.
- (b) Notification Procedures Applicable to Insurance Producers.
1. The insurance producer who receives a Notice of Non-renewal from an Insurer shall send a copy of the Notice of Non-renewal to the Policyholder within 15 days of receiving such Notice, unless another Insurer has issued a Motor Vehicle Insurance Policy covering the motor vehicle insured under the non-renewing Motor Vehicle Insurance Policy.
 2. An insurance producer who receives a Notice of Non-renewal from a Policyholder must notify the Insurer promptly that the Policyholder does not intend to renew the Motor Vehicle Insurance Policy.
- (c) Notification Procedures to the Registrar of Motor Vehicles. The Insurer shall send the Notice of Non-renewal to the Registrar of Motor Vehicles at least 45 days prior to the expiration of the Policy in accordance with procedures of the Registrar of Motor Vehicles.
- (d) Effect of Failure to Comply with Non-renewal Notice Requirements.
1. An Insurer that fails to comply with the statutory requirements related to a Notice of Non-renewal, or that sends such Notice of Non-renewal and then subsequently renews the Motor Vehicle Insurance Policy, must, at the Policyholder's request, issue motor vehicle insurance coverage of at least the same type and amount as existed on the non-renewed Motor Vehicle Insurance Policy.
 2. The failure of an insurance producer to comply with the requirements for sending a Notice of Non-renewal to a Policyholder or to an Insurer may be grounds for revoking an insurance producer's license and may be considered an unfair or deceptive act or practice in the business of insurance.
- (e) Insurer Notice of Reinstatement of a Motor Vehicle Insurance Policy After Issuing Notice of Non-renewal. An Insurer that reinstates a Motor Vehicle Insurance Policy after issuing a Notice of Non-renewal must notify the Registrar of Motor Vehicles of such reinstatement in accordance with the procedures prescribed by the Registrar of Motor Vehicles.

97.07: Severability

The provisions of 211 CMR 97.00 are severable. If any section, subsection, division, subdivision, paragraph, sentence or clause of 211 CMR 97.00 is held invalid or unconstitutional, such decision shall not affect the remaining portions of 211 CMR 97.00.

REGULATORY AUTHORITY

211 CMR 97.00: M.G. L. c. 175, §§3A, 113A, 13F, and 176D.

CAR	Rules of Operation
Rule 21	General Provisions
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The Massachusetts Automobile Insurance Plan (MAIP) has been created to provide Private Passenger Motor Vehicle Insurance to Eligible Risks, as defined by Rule 22, who seek and are unable to obtain such insurance through the voluntary market, and to assure that the risks written through the MAIP are distributed equitably based upon the Quota Share of each Member as defined by Rule 22.

All Private Passenger Motor Vehicle Insurance business must either be written voluntarily or be declined and referred for placement through the MAIP.

Rules 21 through 40 of CAR's Rules of Operation are adopted in accordance with CAR's Plan of Operation in order to implement the MAIP.

CAR	Rules of Operation
Rule 21	General Provisions
Revision Date	2019.07.23
Page	2 of 1

CAR | **Rules of Operation**
Rule 22 | **Definitions**
Revision Date | **2019.07.23**
Page | **1 of 3**

When used in the Rules, the following terms shall have the stated meanings:

ASSIGNED RISK COMPANY (ARC) means a Member that has been appointed pursuant to the Plan and Rules of Operation to issue Private Passenger Motor Vehicle Insurance policies assigned through the MAIP and is a Servicing Carrier as this term is used in G.L. c. 175, § 113H.

ASSIGNED RISK COMPANY PROCEDURES MANUAL means the manual of administrative procedures developed by CAR to provide ARCs with detailed instructions and information needed to perform their MAIP obligations.

ASSIGNED RISK POLICY means a Private Passenger Motor Vehicle Insurance policy underwritten by an ARC pursuant to assignment through the Massachusetts Automobile Insurance Plan (MAIP).

ASSIGNED RISK PRODUCER (ARP) means any person licensed as a property and casualty insurance producer pursuant to G.L. c. 175, § 162H through § 162X inclusive, that has completed the MAIP requirements and has been certified by the Governing Committee or its designee to immediately submit Private Passenger Motor Vehicle Insurance policies for placement through the MAIP with an ARC.

ASSIGNED RISK PRODUCER PROCEDURES MANUAL means the manual of administrative procedures developed by CAR to provide ARPs with detailed information needed to perform their MAIP obligations.

CAR means Commonwealth Automobile Reinsurers.

CAR (car) YEAR OF EXPOSURE means one car insured for 12 months.

COMMISSIONER means the Commissioner of Insurance of Massachusetts.

ELIGIBLE RISK means any person who qualifies for a Private Passenger Motor Vehicle Insurance policy under the provisions of G.L. c.175, § 113H excluding Antique Motor Vehicles pursuant to G.L. c.175, § 113U.

GOVERNING COMMITTEE means the committee required by G.L. c. 175, § 113H(B).

CAR | **Rules of Operation**
Rule 22 | **Definitions**
Revision Date | **2019.07.23**
Page | **2 of 3**

HOUSEHOLD MEMBER means anyone living in a person's household at a single residence who is related to that person by blood, marriage, or adoption. This includes wards, stepchildren or foster children.

INACTIVE MEMBER means any insurer which is licensed to write Private Passenger Motor Vehicle Insurance policies or bonds in Massachusetts, but which did not, in fact, issue any Private Passenger Motor Vehicle Insurance policies or bonds in Massachusetts voluntarily during the most recent calendar year and which is not the issuing company on any outstanding Massachusetts Private Passenger Motor Vehicle Insurance policies or bonds.

LIMITED ASSIGNMENT DISTRIBUTION AGREEMENT (LADA) means a contract between an ARC and another Member under which the Member transfers its obligation to provide Private Passenger Motor Vehicle Insurance policies to risks assigned to it through the MAIP to the ARC and the ARC agrees to assume liability for and service all of the Member's MAIP assignments in exchange for a negotiated fee.

MAIP means the Massachusetts Automobile Insurance Plan. The MAIP is the mechanism by which Eligible Risks who are unable to obtain voluntary coverage are assigned to a Member for the purpose of obtaining Private Passenger Motor Vehicle Insurance coverage, and by which such risks are distributed equitably based upon each Member's Quota Share.

MEMBER means any insurer which is licensed to write Private Passenger Motor Vehicle Insurance policies or bonds in Massachusetts and which does not qualify for inactive membership status. Groups of companies under the same ownership and management will be treated as a single Member. Groups of companies under either the same ownership or management, but not both, may elect to be treated either separately or as a single Member.

MOTOR VEHICLE INSURANCE means direct insurance against injury or damage, including the legal liability arising out of the ownership, operation, maintenance or use of motor vehicles, including but not limited to bodily injury liability insurance, personal injury protection insurance, property damage liability insurance, physical damage insurance, medical payments insurance, uninsured/underinsured motorists insurance and towing and labor insurance.

CAR	Rules of Operation
Rule 22	Definitions
Revision Date	2019.07.23
Page	3 of 3

NEWLY WRITING COMPANY means any Member which did not provide physical damage and/or liability coverage under a Private Passenger Motor Vehicle Insurance policy in the Commonwealth of Massachusetts in the 12 consecutive calendar months preceding the calendar date on which the Member's initial Private Passenger Motor Vehicle Insurance rates and rate manual became effective.

PERSON means every natural person, firm, partnership, association, corporation, government or agency.

PLAN OF OPERATION or PLAN means the CAR Plan of Operation.

PRIVATE PASSENGER MOTOR VEHICLE means those vehicles as defined in a Massachusetts Private Passenger Automobile Insurance Manual on file with the Commissioner.

QUOTA SHARE means the volume of business assignable through the MAIP to a Member that qualifies to be appointed as an ARC pursuant to Rule 30.

RULES OF OPERATION or RULES or RULE means the CAR Rules of Operation of the MAIP or a Rule of the MAIP.

March 22, 2024

Market Review Committee
Commonwealth Automobile Reinsurers
101 Arch Street, Suite 400
Boston, MA 02110

RE: April 9, 2024 Market Review Committee Meeting
MAIP Rule 40 Request by Jason Calianos Insurance Agency

Dear Members:

Thank you for your time and consideration of this matter presented to you pursuant to Jason Calianos Insurance Agency's Rule 40 Request. Norfolk & Dedham Mutual Fire Insurance Company (N&D), submits the following and attached materials for your review.

By way of background, N&D issued a policy of insurance to the Insured¹ through the MAIP with an effective date of 6/15/23. The Insured was placed on a ten-payment installment plan. However, the Insured failed to adhere to the payment plan. On 7/26/24 N&D issued an invoice due 8/15/24, which the Insured failed to pay. Following the grace period, N&D issued a first notice of cancellation effective 9/15/24, which was rescinded due to the Insured's payment prior to the cancellation effective date. N&D sent a second notice of cancellation due to the insured's failure to pay an invoice sent on 11/22/23. The second notice of cancellation [attached as Exhibit A] contained the following statement:

PLEASE NOTE: THIS IS YOUR SECOND CANCELLATION NOTICE. IF A THIRD CANCELLATION NOTICE IS GENERATED WE WILL REQUIRE PAYMENT OF THE ENTIRE BALANCE TO MAINTAIN COVERAGE.

Following payment and rescission of the second notice, the Insured failed to pay the next invoice sent on December 26, 2023. N&D issued a third notice of cancellation [attached as Exhibit B] which included the following statement:

POLICY MUST BE PAID IN FULL BY THE DUE DATE BELOW IN ORDER TO CONTINUE COVERAGE.

The Insured paid the full premium amount and the cancellation notice was rescinded. The policy is in force.

On January 25, 2023 the agent on the policy complained about N&D's request for the full premium payment on the third cancellation notice. On January 26, 2023, the agent filed a

¹ The Insured's name is not included in compliance with 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth and M.G.L. c. 93H.

complaint with CAR asserting that requesting the full premium is a violation of CAR Rule 28.C.2. CAR determined the complaint was not valid. The agent filed a duplicate complaint with CAR on January 31, 2024, which CAR advised it deemed duplicative. The complaints and responses are attached as Exhibit C.

The agent then filed a request for review pursuant to Rule 40, which was initially rejected by CAR, as agent/complainant failed to aver the complainant was “aggrieved”. The complainant subsequently amended his Rule 40 request to assert his agency is aggrieved because N&D’s practice allegedly “unfairly targets [the] agencies [sic] MAIP clients and seeks to induce cancellation of these policies” which allegedly affects his commissions. He also asserts: “This practice creates a situation where the client is forced to pay full premium of the policy if cancelled and rewritten.”

First and foremost, N&D’s practice of requiring payment of the full premium on the third cancellation notice has long been in place for policies placed through the MAIP as well as in the voluntary market. Contrary to complainant’s assertions, N&D does not discriminate between the MAIP and the voluntary market. Complainant asserts that N&D is in violation of Rule 28, which requires an insurer to utilize an installment payment plan following an initial deposit payment. Rule 28.C.2. provides: “The remaining balance *will be paid* over nine equal monthly installments.”[emphasis added]. Here, the Insured failed to adhere to the payment plan made available and is thus non-compliant with Rule 28.

N&D procedure does not violate any CAR rule. CAR rules do not specify procedures for cancellation or payments following the Insured failure to adhere to a payment plan. In fact, CAR advised N&D that since CAR Rules do not specifically address cancel notices, insurers are not precluded from adopting the procedure of requiring full payment upon a third notice of cancellation. CAR reasoned that there are other circumstances in which requiring full premium is appropriate such as when the insured “has during the preceding 24 months been issued a notice of cancellation for non-payment of an automobile insurance premium which resulted in cancellation of that policy.” See Rule 28.C.1.a.

N&D procedure for cancellation with respect to this particular policy is consistent with its procedure with respect to all insureds, whether placed through the MAIP or the voluntary market, and is done with CAR’s approval. N&D will respectfully defer to and comply with any change to the Rules or previously accepted practices.

Thank you for your time and attention on this matter.

Sincerely,



Michele C. Sears, Esq.
General Counsel & Corporate Secretary

NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY
NOTICE OF CANCELLATION

POLICY # :
ISSUED TO:



11/22/2023

EFFECTIVE 12/20/2023 AT 12:01 A.M. WE WILL CANCEL YOUR PERSONAL AUTO POLICY IN ACCORDANCE WITH THE POLICY TERMS DUE TO NON-PAYMENT OF PREMIUM. YOU MAY AVOID CANCELLATION AND A LAPSE IN COVERAGE BY PAYING THE PREMIUM AMOUNT SHOWN BELOW. PAYMENT MUST BE RECEIVED AT OUR OFFICE PRIOR TO 12/20/2023.

BILLING INFORMATION MAY BE ACCESSED ONLINE 24 HOURS A DAY, SIGN IN OR ENROLL IN MY INSURANCE® AT www.ndgroup.com OR BY CALLING US AT 1-800-688-1825 MONDAY - FRIDAY FROM 8:00 AM - 5:00 PM.

BALANCE OF TOTAL PREMIUM DUE \$ 2,020.47
OR
MINIMUM PREMIUM DUE \$ 432.07

Specific Reason(s) for Cancellation (Company must specify the particular reason(s) and must state the substance of the matter(s) relied on for cancellation): NON-PAYMENT OF THE INSURANCE PREMIUM FOR THE POLICY IDENTIFIED ABOVE.

You are hereby notified that the Massachusetts Motor Vehicle Liability Policy, herein designated, issued to you by the above named company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 AM on the date stated above. Section 113A of Chapter 175 of the General Laws, as amended required 20 days' advance written notice of cancellation.

The premiums earned on this policy to the effective date of the cancellation will be adjusted in accordance with the terms of the policy. In accordance with the provisions of Section 113A of Chapter 175 of the General Laws, amended, a notice of this cancellation will be sent to the Registrar of Motor Vehicles of the Commonwealth of Massachusetts on the effective date of the cancellation stated above. This cancellation will not take effect if the full amount due shown above is paid on or prior to the effective date of cancellation.

PLEASE NOTE: THIS IS YOUR SECOND CANCELLATION NOTICE. IF A THIRD CANCELLATION NOTICE IS GENERATED WE WILL REQUIRE PAYMENT OF THE ENTIRE BALANCE TO MAINTAIN COVERAGE.

AUTHORIZED REPRESENTATIVE

IMPORTANT NOTICE
TO POLICY HOLDERS

Please read carefully the information on the reverse side of this notice, which continues your legal rights relative to this cancellation.

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT

Policy Number [REDACTED]	Insured [REDACTED]	Due Date 12/19/2023	Agent 21055400
-----------------------------	-----------------------	------------------------	-------------------

[REDACTED] 9 0000432071 0002020477 01 20231220 1

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119

Agent

Return To THE NORFOLK & DEDHAM GROUP®
PO BOX 4104
WOBURN, MA 01888-4104

* CANCELLATION PENDING *
Please write your policy number on your check or money
order made payable to:
NORFOLK & DEDHAM MUTUAL

AGENT

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119

INFORMATION ABOUT MINIMUM INSURANCE REQUIREMENTS

Massachusetts law requires that every motor vehicle registered in Massachusetts carry minimum motor vehicle liability insurance. The Registrar of Motor Vehicles will revoke your registration and license plates on the effective date of cancellation shown in this notice unless:

1. We reinstate your required minimum motor vehicle insurance; or
2. Before the date of cancellation shown in this notice you obtain minimum motor vehicle insurance from another insurance company. The new insurance company must notify the Registrar before the date of cancellation in this notice that it has insured your motor vehicle.
If you are unable to obtain motor vehicle insurance from another insurance company, you may be eligible to obtain motor vehicle insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply for motor vehicle insurance through the plan. If you apply for motor vehicle insurance through the plan, you will not be able to choose an insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the coverage that was cancelled; or
3. Before the effective date of cancellation shown in the notice you file with the Commissioner of Insurance a written complaint on a form prescribed and furnished by the Commissioner of Insurance. The form is available on the Division of Insurance website by searching "Cancellation Appeal Form" at www.mass.gov/doi or can be obtained by calling the Division's Consumer Service Section at 617-521-7794 or 877-563-4467.

Unless one of the three above actions occurs, the registration for your motor vehicle will be revoked on the effective date of cancellation shown in this notice.

THE NORFOLK & DEDHAM GROUP®
PO BOX 4104
WOBBURN, MA 01888-4104



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY
NOTICE OF CANCELLATION**

POLICY # : [REDACTED]
ISSUED TO: [REDACTED]

01/22/2024

EFFECTIVE 02/15/2024 AT 12:01 A.M. WE WILL CANCEL YOUR PERSONAL AUTO POLICY IN ACCORDANCE WITH THE POLICY TERMS DUE TO NON-PAYMENT OF PREMIUM. YOU MAY AVOID CANCELLATION AND A LAPSE IN COVERAGE BY PAYING THE PREMIUM AMOUNT SHOWN BELOW. PAYMENT MUST BE RECEIVED AT OUR OFFICE PRIOR TO 02/15/2024.

BILLING INFORMATION MAY BE ACCESSED ONLINE 24 HOURS A DAY, SIGN IN OR ENROLL IN MY INSURANCE® AT www.ndgroup.com OR BY CALLING US AT 1-800-688-1825 MONDAY - FRIDAY FROM 8:00 AM - 5:00 PM.

BALANCE OF TOTAL PREMIUM DUE \$ 1,222.33
OR
MINIMUM PREMIUM DUE \$ 1,222.33

Specific Reason(s) for Cancellation (Company must specify the particular reason(s) and must state the substance of the matter(s) relied on for cancellation): NON-PAYMENT OF THE INSURANCE PREMIUM FOR THE POLICY IDENTIFIED ABOVE.

You are hereby notified that the Massachusetts Motor Vehicle Liability Policy, herein designated, issued to you by the above named company is hereby cancelled in accordance with its terms, such cancellation to become effective at 12:01 AM on the date stated above. Section 113A of Chapter 175 of the General Laws, as amended required 20 days' advance written notice of cancellation.

The premiums earned on this policy to the effective date of the cancellation will be adjusted in accordance with the terms of the policy. In accordance with the provisions of Section 113A of Chapter 175 of the General Laws, amended, a notice of this cancellation will be sent to the Registrar of Motor Vehicles of the Commonwealth of Massachusetts on the effective date of the cancellation stated above. This cancellation will not take effect if the full amount due shown above is paid on or prior to the effective date of cancellation.

POLICY MUST BE PAID IN FULL BY THE DUE DATE BELOW IN ORDER TO CONTINUE COVERAGE.

AUTHORIZED REPRESENTATIVE

**IMPORTANT NOTICE
TO POLICY HOLDERS**

Please read carefully the information on the reverse side of this notice, which continues your legal rights relative to this cancellation.

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT

Policy Number [REDACTED]	Insured [REDACTED]	Due Date 02/14/2024	Agent 21055400
-----------------------------	-----------------------	------------------------	-------------------

[REDACTED] 9 0001222331 0001222331 01 20240215 1

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119

Agent

Return To THE NORFOLK & DEDHAM GROUP®
PO BOX 4104
WOBURN, MA 01888-4104

* CANCELLATION PENDING *
Please write your policy number on your check or money
order made payable to:
NORFOLK & DEDHAM MUTUAL

AGENT

CALIANOS INSURANCE AGENCY
21 ROXBURY STREET
ROXBURY, MA 02119

INFORMATION ABOUT MINIMUM INSURANCE REQUIREMENTS

Massachusetts law requires that every motor vehicle registered in Massachusetts carry minimum motor vehicle liability insurance. The Registrar of Motor Vehicles will revoke your registration and license plates on the effective date of cancellation shown in this notice unless:

1. We reinstate your required minimum motor vehicle insurance; or
2. Before the date of cancellation shown in this notice you obtain minimum motor vehicle insurance from another insurance company. The new insurance company must notify the Registrar before the date of cancellation in this notice that it has insured your motor vehicle.
If you are unable to obtain motor vehicle insurance from another insurance company, you may be eligible to obtain motor vehicle insurance through the Massachusetts residual market plan. Almost all insurance agents and all insurance companies are authorized to help you apply for motor vehicle insurance through the plan. If you apply for motor vehicle insurance through the plan, you will not be able to choose an insurer, but you will be assigned to an insurance company. In some cases, you may not be able to obtain coverage through the plan that is identical to the coverage that was cancelled; or
3. Before the effective date of cancellation shown in the notice you file with the Commissioner of Insurance a written complaint on a form prescribed and furnished by the Commissioner of Insurance. The form is available on the Division of Insurance website by searching "Cancellation Appeal Form" at www.mass.gov/doi or can be obtained by calling the Division's Consumer Service Section at 617-521-7794 or 877-563-4467.

Unless one of the three above actions occurs, the registration for your motor vehicle will be revoked on the effective date of cancellation shown in this notice.

THE NORFOLK & DEDHAM GROUP®
PO BOX 4104
WOBURN, MA 01888-4104

Main Page showing (3) MAIP complaint(s) for same policy

The screenshot shows a web browser window with the URL `cominauto.com/maip/secure/company/Compliance/ComplaintSelect.asp`. The page is for the MAIP (Motor Accident Indemnity Policy) section of the Commonwealth Automobile Reinsurers (CAR) website. The user is logged in as a Producer for the company 664 - Norfolk & Dedham Mutual Fire Insurance Company.

The interface includes a navigation menu with options like Publications, Rules, Forms, Training, Contact Us, FAQs, and Site Map. A sidebar on the left contains a menu with items such as Company, Non-Compliance, ARP Violations, Submit, View/Rescind, ARC Complaints, Respond/View, ARP Certification Status, and Help.

The main content area displays the following information:

- Company:** 664 - Norfolk & Dedham Mutual Fire Insurance Company
- Action:** Respond/View Complaints
- Description:** View or respond to complaints submitted by an Assigned Risk Producer by selecting the complaint from the list below. Complaints requiring a response have the Certification Number highlighted below. The response must be issued within 5 days of the complaint date. The range of complaints can be filtered by changing the Start and End dates under Selection Criteria.
- Selection Criteria:**
 - Complaint Date: Start (Jan 16 2024), End (Feb 16 2024), Valid (All), Response (All)
 - Retrieval: Retrieve Data
- Complaints:** The list below shows complaints during the date range specified above. The certification number is the combination of company number, agency number, and MAIP ID. Results are limited to 1000 records. View a complaint by double-clicking a row or by selecting a row and then clicking the button below the list.
- Records:** 3 Records

Cert No	Agency Name	Applicant	Comp Date	Policy ID	Response	Valid
664-00554-11243	CALIANOS INSURANCE...	[REDACTED]	1/26/2024	[REDACTED]	1/26/2024	N
664-00554-11243	CALIANOS INSURANCE...	[REDACTED]	1/31/2024	[REDACTED]	1/31/2024	P
664-00554-11243	CALIANOS INSURANCE...	[REDACTED]	2/13/2024	[REDACTED]	2/13/2024	P

At the bottom of the page, there is a "View/Respond" button and a footer containing "Privacy Policy", "Copyright © 1999-2024 Commonwealth Automobile Reinsurers, All Rights Reserved.", and "Contact Us".

1/26/24 Complaint page 1

Response has been submitted

Complaint Date	Status
1/26/2024	Not Valid

Assignment

Assigned Risk Company
664 - Norfolk & Dedham Mutual Fire Insurance Company

Named Insured (MAIP Policy)
[REDACTED]

MAIP Application Certification No.
664-00554-11243

Assigned Risk Company Policy No.
[REDACTED]

Complaint

- Invalid, Improper, or Unreasonable Cancellation - (insufficient down payment, material misrepresentation, provide details below)

Complaint Details:

This policy has a 3rd cancellation and N&D is asking for the policy balance. This is in direct violation of CAR rule 28,c,2. The rule states: 2. Installment Plan Each ARC will utilize the installment payment plan filed by Commonwealth Automobile Reinsurers for MAIP business. The plan will require an initial deposit payment for new and renewal business pursuant to Section C.1. Upon receipt of the new business deposit, the ARC will then calculate the balance of the premium owed on the basis of the lower of the MAIP rate or the ARC rate and the insured will pay that premium balance over nine equal monthly installments. The deposit for renewal business will be a percentage of the premium calculated using the lower of the ARC's rate or the MAIP rate. The remaining balance will be paid over nine equal monthly installments. A flat fee of \$8.00 per installment finance charge will apply until the entire balance is paid. The two areas I would suggest that are important to this discussion are that the ARC WILL utilize the payment plan filed by CAR for MAIP Business and that the remaining balance WILL be paid over nine months. Car's payment plan on file provides NO contingency for collecting the full balance on any amount of cancellations. This information was sent to Jean Houghton and she made an argument acknowledging the rule, but stating that there is no rule on the amount asked for a cancellation. This makes no sense as the request to for the balance negates ALL future payment thereby violating the rule.

Producer Attachments

1/26/24 Complaint page 2 - CAR response not valid

Jason Calianos

Assigned Risk Producer Email
calianosinsurance@gmail.com

Response

Company Response

In reaching out to the staff @ CAR previously, we were advised that since CAR Rules do not specifically address cancel notices, N&D@ is not precluded from adopting the procedure of requiring full payment if a 3rd cancellation notice is sent out and we have given the insured warning that full payment will be required. We have had this question come up on occasion, going as far back as 2017. Our position has not changed, and it has been supported by CAR staff. The insured was originally on a 10 payment plan, but did not make the payments timely, triggering the cancellation notices. See attached original dec page showing 10 pay. I have also attached copies of the three cancellation notices. You can see on the second notice, we include the following message: PLEASE NOTE: THIS IS YOUR SECOND CANCELLATION NOTICE. IF A THIRD CANCELLATION NOTICE IS GENERATED WE WILL REQUIRE PAYMENT OF THE ENTIRE BALANCE TO MAINTAIN COVERAGE. The last PDF shows a screenshot from our billing screens outlining the timing of the insured's payments.

Response Date
1/26/2024

Company Attachments

File: No file chosen

[REDACTED].pdf [REDACTED] (1).pdf [REDACTED] (2).pdf [REDACTED] (3).pdf [REDACTED] payment screenshot.pdf

Company Representative responding

Name
Jean Houghton

Email for all responses regarding this complaint
jhoughton@NDGroup.com

CAR Review

Review Date
1/30/2024

CAR Action
NV

1/23/24 Complaint page 1 - per CAR email 2/16/24: considered duplicate

The screenshot shows the CAR website interface. The top navigation bar includes 'CAR COMMONWEALTH AUTOMOBILE REINSURERS' and a 'log-off' link. Below this is a menu with 'MAIP' and 'Company' tabs. The 'Company' tab is active, showing a list of menu items: Publications, Rules, Forms, Training, Contact Us, FAQs, and Site Map. The main content area displays a complaint response for '664 - Norfolk & Dedham Mutual Fire Insurance Company'. The response is dated 1/31/2024 and is in a 'Pending' status. The complaint details state: 'ARC is in violation of CAR rule 28,c 2. The payment plan was terminated by the ARC.' The page also includes a 'Submit' button and a 'View/Rescind' link.

1/31/24 Complaint page 2

The screenshot shows the second page of a complaint response for Jason Calianis. The page displays the following information: Name: Jason Calianis; Assigned Risk Producer Email: calianisinsurance@gmail.com; Response Date: 1/31/2024. The response text reads: 'Based on our prior response, the insured didn't adhere to the payment schedule and was late in making regular payments for the remaining 9 equal installments. Per response from CAR previously, "an insured failing to meet his/her obligation to pay the required premium over "nine equal installments" is, arguably, in non-compliance with Rule 28. In a related premium payment scenario, there is Rule language that permits the ARC to collect the full policy premium as the deposit when there has been a prior cancellation for non-payment within the previous 24 months. Demand for full payment following the issuance of a non-pay cancellation notice and subsequent insufficient payment for a third time during a policy period would be consistent with the concept of the deposit language.' Below the response text, there is a 'Company Representative responding' section with Name: Jean Houghton and Email for all responses regarding this complaint: jhoughton@NDGroup.com. The page also includes a 'Review Date' of 2/16/2024 and a footer with 'Privacy Policy', 'Copyright © 1999-2024 Commonwealth Automobile Reinsurers, All Rights Reserved.', and 'Contact Us'.

2/13/24 Complaint page 1: per CAR email 2/16/24: considered duplicate

664 - Norfolk & Dedham Mutual Fire Insurance Company

Complaint Response
This complaint has been submitted by an ARP against your company. View the information below for the status, ARC response, or action taken regarding this complaint. If an ARC response for this complaint has not been supplied, please complete the response below. Response must be issued within 5 days of the complaint date.

Assignment
Assigned Risk Company
664 - Norfolk & Dedham Mutual Fire Insurance Company
Named Insured (MAIP Policy)
[REDACTED]
MAIP Application Certification No.
664-00554-11243
Assigned Risk Company Policy No.
[REDACTED]

Complaint
• **Invalid, Improper, or Unreasonable Cancellation** - (insufficient down payment, material misrepresentation, provide details below)

Complaint Details:
N&D second cancellation contains language outside of the scope of 211 CMR 97.04. The second cancellation(attached) adds language that states "THIS IS YOUR SECOND CANCELLATION NOTICE. IF A THIRD CANCELLATION NOTICE IS GENERATED WE WILL REQUIRE PAYMENT OF THE ENTIRE BALANCE TO MAINTAIN COVERAGE". Further the CRM states "If the Cancellation is for non-payment of premium, the Notice of Cancellation shall state clearly the amount of premium and of any applicable fees included in the Insurer's premium payment plan approved by Commissioner". The addition of the language and the request for full premium are in direct conflict with 211 CMR 97. The additional language falls outside of the scope of the CRM and the requested full premium is not stated on the MAIP payment plan filed with the Commissioner.

2/13/24 Complaint page 2

premium is not stated on the MAIP payment plan filed with the Commissioner.

Producer Attachments
[2nd_cancellation.pdf](#) [211 CMR 97.pdf](#)

Assigned Risk Producer submitting complaint
Name
Jason Callanos
Assigned Risk Producer Email
callanosinsurance@gmail.com

Response
Company Response
We have already responded to the complaint for this policy. Prior cancellation notices were attached which due contain the amount due. We are using our filed and approved billing plan on file with the MA DOI - most recently NFDG-133703937.
Response Date
2/13/2024

Company Attachments
File: Choose File | No file chosen

Company Representative responding
Name
Jean Houghton
Email for all responses regarding this complaint
jhoughton@NDGroup.com
CAR Review
Review Date
2/16/2024

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