



NATALIE A. HUBLEY
PRESIDENT

COMMONWEALTH AUTOMOBILE REINSURERS

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NOTICE OF MEETING

MAIP STEERING COMMITTEE

A meeting of the MAIP Steering Committee will be held virtually via Zoom video conferencing software on

THURSDAY, NOVEMBER 5, 2026, AT 10:00 A.M.

If you plan to attend this meeting and are not a member of this Committee, please RSVP by completing the Visitor Security Form located in the Contact Us/Visitor Information section of CAR's website. CAR will then forward to you, via email, meeting access information. Please do not share access information provided by CAR, but refer others wishing to attend the meeting to CAR's Visitor Security Form.

MEMBERS OF THE COMMITTEE

Mr. Barry Tagen – Chair
Pilgrim Insurance Company

Ms. Shi Adams
Mr. Matthew Cote
Ms. Sheila Doherty
Mr. Shaun Farley
Mr. Cory Hanson
Mr. David Hassey
Ms. Jean Houghton
Mr. Andrew Lajzer
Mr. Henry Risman
Mr. Mark Winiker
Ms. Qianyi Zhao

GEICO
Arbella Insurance Group
Doherty Insurance Agency, Inc.
Vermont Mutual Insurance Group
The Hanover Insurance Company
Mill City Insurance, Inc.
Norfolk and Dedham Group
Safety Insurance Company
Risman Insurance Agency, Inc.
Acrisure East Insurance Services, LLC
MAPFRE U.S.A. Corporation

AGENDA

MSC

26.01 Records of Previous Meeting

The Records of the MAIP Steering Committee meeting of May 28, 2026, should be read and approved.

MSC

26.03 CAR Conflict of Interest Policy

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

MSC

26.07 MAIP Compliance Oversight Programs

Staff will review the current MAIP Compliance Oversight Programs and present suggested enhancements. The Committee should be prepared to discuss the effectiveness of the compliance oversight procedures and consider any modifications that would benefit the residual market (Docket #MSC26.07, Exhibit #1).

MSC

26.08 Massachusetts Automobile Insurance Policy Revision

The Committee should be prepared to discuss and consider adoption of the AIB's 2026 edition of the Massachusetts Automobile Insurance Policy that includes updated compulsory limits and Medical Payment Coverage from the previous endorsement M-0099-S and editorial changes to the Substitute Transportation Coverage for MAIP policies (Docket #MSC26.08, Exhibit #1).

MSC

26.09 Amendment to Assigned Risk Company Procedures Manual – Chapter X - Quota Share and Credit Programs to Reflect New Compulsory Limits

Staff will present updates to the Assigned Risk Company Procedures Manual – Chapter X – Quota Share and Credit Programs following the Commissioners approval of proposed amendments to Rule 29 outlined in Bulletin No. 1214. The Manual is amended to use the new minimum \$25,000 per person/\$50,000 per accident bodily injury limits to calculate MAIP premium and credit premium in the quota share determination (Docket #MSC26.09, Exhibit #1).

Other Business

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

Executive Session

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

ADRIANNE DONOVAN
Residual Market Services Liaison

Attachments

Boston, Massachusetts
October 22, 2026

MAIP STEERING COMMITTEE
NOVEMBER 5, 2026
COMPLIANCE OVERSIGHT PROGRAMS

The MAIP compliance oversight programs were implemented in September 2009 to monitor Assigned Risk Company (ARC) and Assigned Risk Producer (ARP) compliance with on-going responsibilities set forth in CAR Rules 30 and 31, respectively. Procedures include an automated reporting mechanism designed to enable ARCs and ARPs to notify MAIP of violations. CAR staff is tasked with assessing each reported violation to resolve instances where noncompliance occurs, if possible, and take remedial action where necessary. The MAIP Steering Committee, at its November 5, 2026 meeting, will consider the effectiveness of the programs and discuss whether program enhancements will benefit the residual market.

Assigned Risk Company Performance Standards:

The ARC Performance Standards were developed to establish specific timeframes and procedures for Assigned Risk Company compliance with Rule 30 – Assigned Risk Company Requirements. The Standards and corresponding compliance oversight procedures are set forth in Chapter V – ARC Performance Standards Compliance, of the ARC Procedures Manual (Attachment A).

ARCs are required to adhere to all practices and procedures outlined in the performance standards. The standards ensure that policies are issued, endorsements are processed, and return premium checks are issued upon policy cancellation or endorsement within specified timeframes. The standards also ensure that commissions are paid timely, cancellation notices and policy changes are furnished to the producer of record, premium disputes are addressed timely and cancellations are handled appropriately.

Assigned Risk Producer Compliance Assessment:

CAR assesses each ARP's performance of its on-going responsibilities specified in Rule 31 – Assigned Risk Producer Requirements. The compliance assessment procedures are set forth in Section B of Chapter II – General Responsibilities, of the ARP Procedures Manual (Attachment B).

The procedures are designed to ensure that producers timely submit complete applications and supporting documentation, report all coverages bound, remit payments received, and return uncontested unearned commissions. The procedures also address producer requirements to confirm MAIP eligibility, licensing information and status, and verify that an eligible risk is not in default of premium payments.

Non-Compliance Reporting and Review Process:

The reporting and review of compliance violations by ARCs and ARPs is consistent. The ARP or ARC files a violation or complaint through the Noncompliance Program on the MAIP website (screen shots included as Attachment C). In either instance, the ARP or ARC indicates the specific violation or complaint and provides additional detail. Time is provided for the party to respond to the violation or complaint. Once the response window has closed, CAR staff reviews the documentation and evaluates the validity of the reported violation or complaint.

In instances of validated ARC violations:

- CAR staff will review unresolved noncompliance issues monthly and require notification by the ARC of its corrective action plan. The ARC may be required to address remedial action with staff and/or a committee.
- Continued noncompliance issues involving claims performance, issuance of certificates of insurance, disputed premium recalculation, and handling of cancellations/reinstatements are subject to penalty assessments.
- All other continued noncompliance issues are measured against established thresholds and subject to penalty assessments (note: resolved noncompliance issues are not included in the measurement against the thresholds).

In instances of validated ARP violations:

- CAR staff will assess unresolved noncompliance issues monthly.
- Instances involving failure to return uncontested unearned commissions result in immediate suspension until the obligation is satisfied
- All other continued noncompliance issues are measured against established thresholds and subject to warning, suspension, and decertification (note: resolved noncompliance issues are not included in the measurement against thresholds).

2025 Violation Activity

Attachment D displays the volume of complaints submitted by ARPs and ARCs in 2025. The exhibit demonstrates:

- The volume of reported ARC noncompliance is minimal
- ARP noncompliance issues mainly involve:
 - Application and/or required down payment submitted more than two business days from the date of assignment
 - Failure to return uncontested unearned premium commissions

Committee Considerations and Suggestions:

CAR staff has received comments relative to potential improvements to the oversight programs. Specifically, it has been noted that valid noncompliance issues that are later resolved are not included in the measurement against thresholds that would trigger punitive action. Accordingly, some suggestions for committee consideration include but are not limited to:

- Update producer documentation requirements to reflect that premium finance agreements must be submitted with the completed application within two business days.
- Add a new violation status to indicate a valid reported violation has been resolved
- Consider including resolved violations when measuring noncompliance against established thresholds for ARC penalty assessments and/or ARP warning, suspension, and decertification.
- Other enhancements resulting from Committee discussions

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ARCs must adhere to all practices and procedures as required by the established ARC Performance Standards. The ARC Performance Standards ensure that, within specified timeframes, policies are issued, policy endorsements are processed and return premium checks are issued upon policy cancellation or endorsement. The ARC Performance Standards also insure that commissions are paid to ARPs on a timely basis, copies of cancellation notices and policy changes are furnished to the producer of record, premium disputes are responded to within the established timeframes and that policy cancellations are handled appropriately. For a complete description of the ARC Performance Standards, refer to Exhibit V-1.

1. Non-Compliance Reporting

ARPs will report an ARC's alleged non-compliance with the established ARC Performance Standards to CAR using the ARC Complaints link which is located on the MAIP Producer page of CAR's website. Refer to Exhibits V-2 and V-3. The non-compliance report will be forwarded to the ARC. The ARC will be provided with 5 business days to respond to CAR regarding the complaint. The ARC's response will also be forwarded to the ARP.

2. Violation Review

Once the ARC's response is received, CAR will review the complaint and any supporting documentation to determine the validity of the reported violation and what course of remedial action may be necessary.

If CAR determines the ARP complaint to be valid, or such complaint remains outstanding, CAR shall notify the ARC of the failure to comply with the approved performance standard(s) and request that the ARC institute corrective measures. The ARC will be required to notify CAR of corrective action in writing within 5 business days and may be required to address remedial action in a meeting with staff and/or a committee of CAR.

3. Penalty Provisions

CAR will perform an analysis of each ARC's compliance with both Category I and Category II ARC Performance Standards on a monthly basis. Refer to Exhibit V-1.

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a. Category I

A flat penalty of \$10,000 will be assessed for any validated infraction, or combined infractions.

b. Category II

If the number of validated infractions exceeds 2% of the ARC's in-force MAIP assigned policies based on the current 12-month rolling total of assignments, and there exists a minimum of 10 validated infractions, a \$5,000 penalty will be assessed.

Penalties will continue to accrue for validated infractions of both Category I and Category II ARC Performance Standards newly identified in each month subsequent to the initial assessment, except that the validated infractions relating to the Commissions performance standard will be assessed a Category I penalty for infractions occurring during the 12-month period subsequent to the initial assessment.

Subsequent and repeated non-compliance with the performance standards by an ARC will result in notification of such non-compliance to the Commissioner of Insurance.

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ASSIGNED RISK COMPANY PERFORMANCE STANDARDS

Category I

A. Claims Performance

Claim adjustment practices and procedures shall be in accordance with the established Performance Standards and shall correspond with those followed for voluntarily written business.

B. Certificates of Insurance

The Assigned Risk Company (ARC) shall, at the request of the named insured or producer of record, issue certificates of insurance, which shall include SR-22 filings. Such certificates or filings must be provided within four business days after receipt of a request for same.

C. Cancellation – Insufficient Down Payment

The ARC may not cancel a policy for non-payment of premium if such premium deficiency is the result of an insufficient down payment. The ARC shall bill the policyholder for the amount of the deficiency, or otherwise incorporate the amount in future premium installments. If the policyholder fails to pay the minimum amount due, then the ARC may issue a statutory notice of cancellation for non-payment of premium.

D. Cancellation - Misrepresentation

To prevent wrongful cancellation, if during the underwriting process an ARC discovers third-party information that appears inconsistent with the information provided on the application for insurance, the ARC shall 1) initiate an inquiry either directly with the insured or through the producer of record to resolve any factual errors; and 2) obtain the insured's consent before issuing a notice of adjustment to the down payment and/or total premium. If the inquiry is made directly to the applicant the producer of record shall be furnished a copy.

If the resolution of an apparent inconsistency results in a change to information used to calculate premium, the ARC shall charge an appropriate premium based upon the additional or corrected information, and adjust the applicant's next bill accordingly. If however, the applicant is unwilling to consent to the modification, and the ARC has independent evidence that the applicant had the actual intent to deceive or the material misrepresentation increases the ARC's risk of loss, the ARC may cancel the policy as provided by Massachusetts law.

E. Reinstatement

If the reason for a cancellation or non-renewal has been remedied prior to the effective date, then the ARC shall reinstate the policy or issue the renewal.

F. Disputed Premium Recalculation

The ARC shall issue an endorsement recalculating premium within 15 days from the receipt of a determination validating an incorrect premium charge identified as a result of a complaint filed in accordance with ARC Performance Standard K – Premium Disputes.

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Category II

G. Policy Issuance

The ARC must issue a policy within 15 calendar days of the receipt of a completed application and any supplemental information needed to verify and appropriately calculate the premium for the coverages requested.

H. Endorsements

Any endorsement to an assigned policy, which includes all information necessary for processing, shall be issued within 15 calendar days of receipt.

I. Return Premiums

Return premium checks must be mailed within 30 calendar days of the effective date of the cancellation or endorsement generating the return.

J. Policy Changes

If policy changes are mailed directly to the insured, copies must be furnished to the Assigned Risk Producer.

K. Premium Disputes

The ARC shall reply within 15 calendar days to letters disputing the premium charged.

L. Commissions

Commission shall be paid no less frequently than monthly and shall be paid within 15 calendar days after the close of the month in which the commission was credited to the producer's account. Each payment will include a commission statement that contains the policy number, named insured, and amount of premium on which the commission has been calculated.

M. Cancellation Notices

A copy of each cancellation notice issued by an ARC shall be furnished to the producer of record.

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COMMONWEALTH AUTOMOBILE REINSURERS

999 - ANY INSURANCE AGENCY

Submit Complaints

Start an ARC complaint by selecting the associated assignment from the list below. The range of assignments can be filtered by changing the Start and End dates below.

Selection Criteria

Assignment Date

Start

Feb 18 2011

End

Mar 4 2011

View Date Range

Assigned Applications

The list below shows MAIP assignments 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. Create a complaint report by double-clicking a row or by selecting a row and then clicking the button below the list.

1 Records

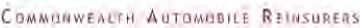
<u>Cert. No.</u>	<u>Company Name</u>	<u>Applicant</u>	<u>Policy ID</u>	<u>Pol Eff Date</u>	<u>Assign Date</u>	<u>Complaint</u>
999-00999-9	Insurance Company	Applicant	12345	2/22/2011	2/22/2011	

Print

Export

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Exhibit V-3

999 - ANY INSURANCE AGENCY

Submit Complaint

Complete the following information. A copy of this complaint will be sent to CAR and to the Assigned Risk Company (ARC). Response from the ARC must be issued within 5 days of receipt of complaint. The ARC's response will be forwarded to the email supplied below. Once the ARC has responded, CAR will close the complaint and respond with any action or comments required. Multiple complaints may be submitted, each one identified by the complaint date.

Complaint Date
3/4/2011

Assignment
Assigned Risk Company
999- Any Insurance Company
Named Insured (MAIP Policy)
Insured
MAIP Application Certification No.
999-00999-9
Assigned Risk Company Policy No.
12345

Complaint
Select one or more of the following

- ☐ **Policy Processing Delay** (original policy or subsequent endorsement not issued within 15 calendar days of the receipt of the assigned application or endorsement request, including any supplemental information necessary to process the request, certificate of insurance within 4 business days of request)
- ☐ **Return Premium** (within the 30 calendar days of the effective date of the cancellation or endorsement that results in a refund)
- ☐ **Policy Changes** (copies must be furnished to the ARP if furnished to the policy holder)
- ☐ **Premium Dispute** (failure to respond within 15 days of receipt of the complaint, or failure to recalculate premium)
- ☐ **Claims Performance** (provide details below)
- ☐ **Commissioning** (no less frequently than monthly and within 15 days after the close of the month in which the commission is credited to the producer's account)
- ☐ **Invalid, Improper, or Unreasonable Cancellation** (insufficient down payment, material misrepresentation, provide details below)
- ☐ **Cancellation Notices** (copies must be furnished to the ARP)
- ☐ **Reinstatement** (failure to reinstate if the reason for cancellation or non-renewal has been remedied prior to the effective date)
- ☐ **Other** (note below and provide details of complaint)

Complaint Details

A completed copy of this complaint will be sent to the Assigned Risk Company for which they may submit a response. The email on file for this ARC is company@company.com.

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2. Category II

If the number of validated infractions exceeds 2% of the ARC's in-force MAIP assigned policies based on the current twelve-month rolling total of assignments, and there exists a minimum of 10 validated infractions, a \$5,000 penalty will be assessed.

Penalties will continue to accrue for validated infractions of both Category I and Category II Performance Standards newly identified in each month subsequent to the initial assessment, except that the validated infractions relating to the Commissions performance standard will be assessed a Category I penalty for infractions occurring during the 12-month period subsequent to the initial assessment.

c. Non-Compliance

Subsequent and repeated non-compliance with the performance standards by an ARC will result in notification of such non-compliance to the Commissioner of Insurance.

A licensed producer aggrieved by any unfair, unreasonable, or improper practice of CAR or another Member with respect to the operation of the MAIP, may request a formal hearing and ruling by the Governing Committee on the alleged practice pursuant to Rule 40 – Hearings, Review of CAR's Rules of Operation. A Request for Review/Relief Form is located on the MAIP Producer page of CAR's website (refer to Exhibit II-A-10), under Forms.

B. Producer Violation Reporting, Review, Certification Suspension or Decertification

CAR will assess each ARP's performance on a regular basis based upon validated producer violations reported to CAR by an ARC.

1. ARP Violation Reporting

ARCs report producer performance violations online to CAR using the Non-Compliance link located on the MAIP Company page of CAR's website. The violation report will be forwarded to both the ARP and to CAR. The ARP has 20 calendar days to respond to CAR regarding the validity of the alleged violation.

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ARP responses to a reported performance violation should be provided using the Non-Compliance link located on the MAIP Producer page of CAR's website. To respond to or view a violation submitted by an ARC, click on the ARP Violations link. The response is completed online and a copy of the response is forwarded to the ARC (refer to Exhibits II-B-1 and II-B-2). CAR will validate the ARP's response and determine if further action is required.

Violations include failure to comply with the producer requirements specified in Rule 31 – Assigned Risk Producer Requirements of CAR's Rules of Operation as well as those requirements set forth in this Manual and include, but are not limited to, the following:

- a. the original application, additional or supplemental information and/or required down payment submitted to the ARC more than two business days from the date of assignment,
- b. insufficient down payment submitted (in accordance with Rule 28 – Application Process of CAR's Rules of Operation) including the failure to collect 80% of the calculated MAIP premium or 100% of the assigned ARC's voluntary premium, if known, if the insured's policy was cancelled for non-payment within the preceding 24 months,
- c. application not eligible for MAIP coverage,
- d. information on the application for insurance coverage is misrepresented,
- e. application missing documentation in accordance with Rule 31 – Assigned Risk Producer Requirements of CAR's Rules of Operation, including lack of insured or producer signatures(s) and Supplemental Application, if required,
- f. failure to verify that the eligible risk has not been and was not, at the time of application, in default in the payment of any motor vehicle premium within the past 24 months,
- g. principal operator does not hold a valid driver's license or insufficient license information provided (i.e. no translation for foreign license, copy of license not forwarded, etc),

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- h. failure to report all coverages bound and all registrations/titles certified to the ARC within two business days after binding coverage or certifying a registration,
- i. failure to remit payment within two business days to the ARC and/or check or money order not made directly payable to the ARC, and
- j. failure to return uncontested unearned commission.

2. Compliance Review

Once an ARP responds to a reported violation or the 20-calendar day response period has elapsed, CAR will review the documentation provided by the ARC and/or ARP and will determine the validity of the reported violation.

On a monthly basis, CAR shall assess each ARP's performance to determine whether the number of validated violations exceeds 10% of the number of applications submitted in any one month and at least three violations within that month.

CAR will also identify those ARPs that have had validated violations reported in each month of a consecutive three-month period, but the volume of those violations does not exceed the monthly compliance threshold.

3. Warning – Remedial Action Required

If the ARP's performance in the latest calendar month exceeds the established tolerances as noted in Section B.2. of this Chapter, CAR will notify the ARP of the failure to comply with the Rules of Operation and request the producer to immediately institute corrective measures.

The producer will be warned that subsequent failure to comply with the standard for each month within the following 90-day period will result in an immediate suspension of the agency certification for a period of not less than one month.

If the ARP's performance over a consecutive three-month period indicates that validated violations exist in each month, and the volume of those violations exceeds 3% of the number of applications submitted for the three month period, CAR shall notify the ARP of its review

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findings and require the ARP to address remedial action in a meeting with CAR staff.

4. Suspension

If the ARP remains in compliance for the entire 90-day probation period, the review process will begin again. However, if the ARP exceeds the standard for three or more non-consecutive months in any 12-month period, the result will be an immediate suspension of the agency certification for a period of not less than one month.

Non-compliance during the 90-day probation period will result in the immediate suspension of the agency certification for a period of not less than one month or not more than six months.

5. Immediate Suspension and/or Decertification

CAR will immediately suspend certification in cases deemed to be valid, for a period of not less than one month or not more than six months for any violations involving falsification of information for coverage, misrepresentation of rating information, participation in the false reporting of claims, mishandling of premium funds or failure to return uncontested unearned commission within the specified timeframe. In all cases, the severity of the violations will be taken into consideration. CAR may revoke the certification of the producer if the violations are deemed numerous and/or egregious. Notification of decertification will be provided to all ARCs, the RMV and the Division of Insurance.

The entry of a finding by a court of competent jurisdiction that the ARP has engaged in fraudulent activity in connection with motor vehicle insurance will result in immediate decertification.

Failure to renew or maintain an active producer's license will result in the immediate suspension of access to the MAIP Policy Application and may result in the decertification of the ARP. Note that CAR will reinstate access to the MAIP Policy Application upon receipt of a copy of a valid and current producer's license in good standing.

6. Review and Appeal Process

CAR will notify the ARP of any decision to suspend or revoke certification. Any such notification will be in accordance with the

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procedures for ERP termination found in Chapter III.C. – Servicing Carrier Responsibilities of CAR’s Manual of Administrative Procedures.

The ARP will have 30 calendar days to contest the suspension or decertification by requesting a review, in accordance with Rule 40 – Review and Appeal of CAR’s Rules of Operation. A request for a review of the suspension or decertification will automatically stay the suspension or decertification until such time as the review and appeal rights pursuant to Rule 40 have been exhausted. However, any reviewing committee may lift the stay if such stay is not in the best interests of the motoring public.

- a. To request a review of the suspension or decertification, the ARP must submit a Request for Review/Relief form completed in its entirety to CAR within 30 calendar days from the date of suspension or decertification.
- b. The ARP must include any supporting documentation relating to the alleged violations of CAR Rules with the Request for Review/Relief.
- c. A meeting of the Market Review Committee will be scheduled within 15 business days of CAR’s receipt of the request unless waived by the ARP. The ARP may, but is not required to be, represented by counsel.
- d. Any additional material to be considered by the Market Review Committee must be submitted to CAR no later than 12:00 p.m., 5 business days prior to the meeting date. Material submitted within this timeframe will be distributed as soon as is practical.
- e. The ARP must petition the Market Review Committee directly for consideration of any material submitted after 12:00 p.m. of the 5th business prior to the meeting.
- f. CAR will notify the ARP of the decision by the Market Review Committee within 15 business days of the Committee’s decision. If the Market Review Committee upholds the suspension or decertification, the ARP has 30 calendar days from the date of the notification, to request further review of the matter by the Governing Committee Review Panel.

- g. The review by the Governing Committee Review Panel will be scheduled within 15 days of receipt of the request unless waived by the ARP.
- h. The Governing Committee Review Panel will consider the decision of the Market Review Committee but is not bound by its decision. Any additional material to be considered by the Panel must be submitted to CAR following the same guidelines for distribution as required for the Market Review Committee.
- i. The decision of the Governing Committee Review Panel is considered a formal ruling of the Governing Committee and may be appealed to the Commissioner pursuant to Rule 40 by filing a notice of appeal with CAR and the Commissioner within 30 days of the ruling. The ruling of the Panel will remain in full effect unless otherwise directed by the Commissioner.

C. Termination/Revocation of Certification Responsibilities

1. Revocation of Assigned Risk Producer Certification

Any licensed property and casualty producer, who within the preceding 24 month period has had an ARP certification revoked, shall be ineligible to place business through the MAIP. Grounds for revoking the certification of an ARP may be found in Section B.5. of this Chapter and in Rule 30 – Assigned Risk Company Responsibilities and Rule 31 – Assigned Risk Producer Responsibilities of CAR’s Rules of Operation.

Those ARPs whose certification is revoked must return all MAIP forms, manuals and stamp(s) to CAR as well as any materials that were supplied by an ARC.

2. Voluntary Termination of an Assigned Risk Producer

An ARP that chooses to terminate his ability to submit business to the MAIP is required to provide 30 days advance written notice to CAR.

The terminated ARP must return all MAIP forms, manuals and certification stamp(s) to CAR as well as any materials supplied by an ARC.



6054 - RED ROCK INSURANCE AGENCY INC - LYNN

Submit Complaint

Complete the following information. A copy of this complaint will be sent to CAR and to the Assigned Risk Company (ARC). Response from the ARC must be issued within 5 days of receipt of complaint. The ARC's response will be forwarded to the email supplied below. Once the ARC has responded, CAR will close the complaint and respond with any action or comments required. Multiple complaints may be submitted, each one identified by the complaint date.

Complaint Date
4/23/2026

Assignment

Assigned Risk Company

Named Insured (MAIP Policy)

MAIP Application Certification No.

Assigned Risk Company Policy No.

Complaint

Select one or more of the following

- ☐ **Policy Processing Delay** (original policy or subsequent endorsement not issued within 15 calendar days of the receipt of the assigned application or endorsement request, including any supplemental information necessary to process the request)
- ☐ **Policy Processing Delay** (certificate of insurance not issued within 4 business days of request)
- ☐ **Return Premium** (within the 30 calendar days of the effective date of the cancellation or endorsement that results in a refund)
- ☐ **Policy Changes** (copies must be furnished to the ARP if furnished to the policy holder)
- ☐ **Premium Dispute** (failure to respond within 15 days of receipt of the complaint)
- ☐ **Premium Dispute** (failure to recalculate premium)
- ☐ **Claims Performance** (provide details below)
- ☐ **Commissioning** (no less frequently than monthly and within 15 days after the close of the month in which the commission is credited to the producer's account)
- ☐ **Invalid, Improper, or Unreasonable Cancellation** (insufficient down payment, material misrepresentation, provide details below)
- ☐ **Cancellation Notices** (copies must be furnished to the ARP)
- ☐ **Reinstatement** (failure to reinstate if the reason for cancellation or non-renewal has been remedied prior to the effective date)
- ☐ **Other** (note below and provide details of complaint)

Complaint Details

Producer Attachments

File: Choose File No file chosen

Attach

A completed copy of this complaint will be sent to the Assigned Risk Company for which they may submit a response. The email on file for this ARC is petergray@safetyinsurance.com.

Submit Complaint



Attachment C

CAR - Commonwealth Automobile Reinsurers (in-house user)

Submit Violation

Complete the following information. A copy of this violation will be sent to CAR and to the Assigned Risk Producer (ARP). The ARP will have an opportunity to respond to this violation. The ARP's response will be forwarded to the email supplied at the bottom of this form. Once the ARP has responded, CAR will close the violation and respond with any action or comments required.

Assignment

Assigned Risk Producer

Named Insured (MAIP Policy)

MAIP Application Certification No.

Assigned Risk Company Policy No.

Violation(s)

Select one or more of the following

- ☐ Application and/or required down payment submitted more than two business days from date of assignment.
- ☐ Insufficient down payment submitted as specified in CAR Rule 28.
- ☐ Applicant not eligible for coverage.
- ☐ Information on the application for insurance coverage misrepresented.
- ☐ Application missing documentation as required by CAR Rule 31 (including lack of insured or producer signature(s), Supplemental Application, if required).
- ☐ Failed to verify that the applicant, at the time of application, owes any motor vehicle premium that was due in the preceding 12 months, and failed to collect said premium.
- ☐ Principal operator does not hold a valid license or insufficient license information (i.e. no translation for foreign license, copy of license not forwarded, etc.)
- ☐ Failed to report all coverages bound and all registrations/titles certified to the Assigned Risk Company within two business days after binding coverage or certifying a registration.
- ☐ Failed to remit payment on a timely basis and/or check or money order not made directly payable to the Assigned Risk Company.
- ☐ Failed to return uncontested unearned commission (please attach copies of all demand correspondence sent to the ARP.)
- ☐ Other (note below)

Please provide any detail on the above violation(s)

Detail any company action taken

Company Attachments

File: No file chosen

Company Representative submitting the violation

Name

Rich Dalton

Email for all responses regarding this violation

rdalton@commauto.com

A completed copy of this violation will be sent to the Assigned Risk Producer for a response as to the validity of the alleged violation. The email on file for this ARP is 'brian@dickinsuranceagency.com'.

Submit Violation

[Privacy Policy](#)

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[Contact Us](#)

Attachment D
ARP Reporting of ARC Violations
September 30, 2025 - September 30, 2026

Co No	1	2	3	4	5	6	7	8	9	10	11	12	Total	
A	0	0	0	0	0	1	0	0	0	0	0	0	1	
B	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	
Total	0	0	0	0	0	1	0	0	1	0	0	0	2	

Violation Type	Violation Description
1	Policy Processing Delay
2	Return Premium
3	Premium Dispute
4	Commissioning
5	Claims Performance
6	Other
7	Invalid, Improper, or Unreasonable Cancellation
8	Policy Changes
9	Cancellation Notices
10	Reinstatement
11	Premium Dispute
12	Policy Processing Delay

Violation Type	Violation Description
1	Application and/or required down payment submitted more than two business days from date of assignment.
2	Insufficient down payment submitted as specified in CAR Rule 28.
3	Applicant not eligible for coverage.
4	Information on the application for insurance coverage misrepresented.
5	Application missing documentation as required by CAR Rule 31.
6	Failed to verify that the applicant owes any motor vehicle premium that was due in the preceding 12 months.
7	Principal operator does not hold a valid license or insufficient license information provided.
8	Failed to report all coverages bound and all registrations/titles certified to the Assigned Risk Company within two business days.
9	Failed to remit payment on a timely basis and/or check or money order not made directly payable to the Assigned Risk Company.
10	Failed to return uncontested unearned commission.
11	Other

* Note: a violation may contain multiple violation types

Attachment D
ARC Reporting of ARP Violations
September 30, 2025 - September 30, 2026

Co No		Valid		Not Valid		Valid No Response		No Finding		Pending		Total
A		0		0		0		0		1		1
B		1		0		1		0		3		5
C		2		0		1		0		0		3
D		1		0		0		1		3		5
E		0		0		0		0		1		1
F		0		0		0		0		1		1
G		77		6		28		18		11		140
H		1		0		0		0		0		1
I		16		0		9		1		20		46
J		2		0		2		0		1		5
K		1		0		0		0		0		1
L		1		0		0		0		10		11
M		<u>10</u>		<u>0</u>		<u>4</u>		<u>0</u>		<u>37</u>		<u>51</u>
Total		112		6		45		20		88		271

Valid indicates that the violation was found to have merit

Not Valid indicates that the violation was not found to have merit

Valid No Response indicates that the violation was found to have merit, but the producer has not provided a response

No Finding indicates that the evidence was insufficient to reach a definitive conclusion on the violation

Pending indicates that the producer is still within the 20 day window to provide a response

MAIP Steering Committee
Massachusetts Automobile Insurance Policy – 2026 Edition
Summary of Changes

On May 11, 2026, the AIB's Private Passenger Rule and Form Filing was placed on file, effective July 1, 2026. This filing included an updated Massachusetts Automobile Insurance Policy, with the revisions listed below. Redlined versions of the revised pages are attached.

- Part 1 – Bodily Injury to Others
References to the Compulsory Limits have been updated from 20/40 to 25/50 for the Bodily Injury Limits
- Part 3 – Bodily Injury Caused by an Uninsured Auto
The Mandatory Offer limits have been updated from 35/80 to 40/90
- Part 4 – Damage to Someone Else's Property
 - o Reference to the new Compulsory Limit of \$30,000 is added.
 - o Dashcams have been added to the list of electronic equipment subject to the \$1,000 loss limit.
 - o Other editorial changes are included.
- Part 5 – Optional Bodily Injury to Others
The Mandatory Offer limits have been updated from 35/80 to 40/90
- Part 6 – Medical Payments
 - o Language from the Mandatory Endorsement is added indicating primary and secondary coverage between a health benefit plan and PIP coverage
 - o Other editorial changes are included
- Part 10 – Substitute Transportation
Editorial changes are included
- Language has been added to the Cancellation section to reflect the requirements of Negative Option Features in the Unfair and Deceptive Fees regulation.

4

Compulsory Insurance

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

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

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

Part 1. Bodily Injury To Others.

Under this Part, we will pay damages to people injured or killed by **your auto** in Massachusetts accidents. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages. We will pay only if you or someone else using **your auto** with your consent is legally responsible for the accident. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one accident is \$205,000. Subject to this \$205,000 limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident is \$540,000. This is the most we will pay as the result of a single accident no matter how many autos or premiums are shown on the Coverage Selections Page.

We will not pay or defend:

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

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

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Compulsory Insurance (Continued)

Part 3. Bodily Injury Caused By An Uninsured Auto.

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

This Part is Compulsory. You must have limits of \$205,000 per person and \$540,000 per accident. However, you may want to buy more protection. If so, we must sell you limits up to \$3540,000 per person and \$980,000 per accident, provided you have purchased at least these limits for Part 5. Higher limits may be purchased if agreed upon by you and by us.

We will pay damages to or for:

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

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

**Compulsory
Insurance
(Continued)**

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

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

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

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

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

The most we will pay for damages to or for anyone injured while using an auto without the consent of the owner is ~~\$3540~~,000 per person and ~~\$8090~~,000 per accident, or the limits you purchased, whichever is less.

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

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

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

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

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Compulsory Insurance (Continued)

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

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

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

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

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

Part 4. Damage To Someone Else's Property.

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

This Part is Compulsory. You must have limits of at least \$30,000. However, you may want to buy more protection. Higher limits may be purchased if agreed upon by you and by us.

We will not pay for property damage which occurs:

- ~~1. While **your auto** is being used as, or is available for use as, a public or livery conveyance, including a vehicle for hire through a ride-sharing program, car-sharing program, and transportation network service which operate under an agreement and for compensation. This does not apply to the use of **your auto** in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not~~

~~apply to the use of your auto in providing volunteer transportation services~~
~~at the direction of a charitable group.~~

**Compulsory
Insurance
(Continued)**

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the use of **your auto** in a share-the-expense car pool or an expense reimbursement program either as a volunteer or at work. This does not apply to the use of **your auto** in providing volunteer transportation sources at the direction of a charitable group.

2. While any auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing or parking autos. This exclusion does not apply to the ownership, maintenance or use of **your auto** by you or a **household member**.
3. While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.
4. While a **household member** is using an auto which you or any **household member** owns or uses regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
5. While you are using an auto which you own or use regularly unless a premium for this Part is shown for that auto on the Coverage Selections Page.
6. To an auto or other property owned by you or the legally responsible person. Similarly, we will not pay for damage to an auto or other property, except for a private residence or garage, which you or the legally responsible person rents or has in his or her care.
7. When the property damage is caused by anyone using an auto without the consent of the owner.
8. While an auto is being used in any racing, speed, stunting, or demolition contest or activity.

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

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

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

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Optional Insurance

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

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

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

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

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

We will not pay under any of the Optional coverages:

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

Electronic Equipment includes but is not limited to:

- A. Radios and Stereos;
- B. Cassette and Compact Disc Systems;
- C. Navigation Systems, Internet Access Systems, and Personal Computers;
- D. Video Entertainment Systems, Telephones and Televisions;

E. Two-way mobile radios, Scanners and Citizens Band Radios;

E.F.

Dashcams

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

**Optional
Insurance
(Continued)**

We must sell you limits up to \$~~4035~~,000 per person and \$~~9080~~,000 per accident if you want to buy them. Higher limits may be purchased if agreed upon by you and by us.

Part 6.

Medical Payments.

Under this Part, we will pay reasonable expenses for necessary medical and funeral services incurred as a result of an accident. The coverage of this Part is always secondary to and in excess of any health benefit plan which allows for coordination of benefits under Massachusetts law and the Personal Injury Protection coverage of this policy or any other Massachusetts automobile insurance policy.

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

We will not pay for expenses resulting from injuries to:

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

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

~~We will not pay for expenses incurred more than two years after the date of the accident. We will not pay under this Part for any expenses that are~~

~~payable, or would have been payable except for a deductible, under the R&P coverage of this policy or any other Massachusetts auto policy.~~

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Optional Insurance (Continued)

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

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

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

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

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

Part 7. Collision

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

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

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

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

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

**Optional
Insurance
(Continued)**

Part 10. Under this Part, we will reimburse you for substitute transportation expenses, in certain situations up to the limits shown on your Coverage Selections Page. We will reimburse you if ~~your~~ up to the limits shown on your Coverage Selections Page, when you are ~~auto was in a collision and is being repaired or replaced. We will also~~ unable to use **your auto** due to a covered loss.

Substitute

Transportation.

~~reimburse you if **your auto** cannot be used because of the kind of damage or loss, including theft, that is covered under Comprehensive (Part 9).~~

~~We will not make~~ any payments unless you lose the use of **your auto** for at least 24 hours. We will reimburse you if **your auto** has been involved in a collision and is being repaired or replaced, or when **your auto** cannot be used because of damage or loss, including theft, that is covered under Comprehensive (Part 9). No reimbursement will be made unless you lose the use of **your auto** for at least 24 hours. (Except in case of a stolen vehicle then please see specific theft time frame below).

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

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

Under Comprehensive (Part 9), ~~there is~~ substitute transportation coverage is provided when **your auto** is stolen. If you have purchased both Comprehensive coverage and substitute transportation coverage with limits of \$15 per day to a maximum of \$450 limits under this Part, Comprehensive coverage will pay apply first until its coverage limits are exhausted, after which this Part will apply is no longer available. Then this Part will pay. If you have purchased substitute transportation limits of \$30 per day to a maximum of \$900 limits under this Part, the most we will pay able under both Comprehensive (Part 9) and this Part combined is up to \$30 per day to a maximum of \$900. If you have purchased higher limits under this Part, the most we will maximum pay able under both coverages will be Comprehensive (Part 9) and this Part are the limits shown for this Part.

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

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

Part 11. Under this Part, we will pay up to the limit shown on your Coverage

Cancellation And Renewal

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

You can cancel any of the Optional Insurance Parts at any time. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can cancel all of the policy by giving us or your agent notice. Cancelling your insurance policy without securing alternate coverage may result in a lapse of protection, leaving you financially exposed in the event of a loss. Please ensure that you have obtained coverage with another insurance company should you decide to cancel or non-renew your policy with us.
~~You can cancel any of the Optional Insurance Parts at any time by giving us or your agent at least 20 days written notice. Because all of the Compulsory Insurance Parts are required, you cannot cancel any of them separately. You can, cancel all of the policy by giving us or your agent at least 20 days written notice.~~

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

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

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

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

MAIP STEERING COMMITTEE
November 5, 2026

Amendment to Assigned Risk Company Procedures Manual – Chapter X - Quota Share and Credit
Programs to Reflect New Compulsory Limits

The Actuarial Committee approved the changes to the Rule 29 Quota Share formula to reflect the new compulsory limits beginning with the June 2026 statistical submission. Pages 2, 4 and 5 of Chapter X – Quota Share and Credit Programs in the Assigned Risk Company Procedures Manual are being amended to also reflect the new compulsory limits. This change modifies the definition of MAIP premium and credit premium to use the \$25,000/\$50,000 limits for bodily injury coverage.

MAIP | **Assigned Risk Company Procedures Manual**
Chapter X | **Quota Share and Credit Programs**
Revision Date **2024.09.17****2026.10.15****Draft 2026.11.05**
Page **2 of 26**

Classification Code	Classification Description	Adjustment Factor
0400	Electric Cars	.33
0426	Snowmobiles	.33
0408-0425, 0427-0431 0508-0525, 0527-0531 0608-0625, 0627-0631	Motorcycles	.33

(2) Members will also be required to provide CAR with information, as needed, to perform any other necessary adjustments to statistically reported data.

c. Determine Each Member's Voluntary Market Share

A Member's voluntary market share shall be the ratio of its written property damage liability exposures for CAR Identification Code 8 to the total written property damage liability exposures for CAR Identification Code 8 as accumulated in Section A.1.a. and as adjusted in Section A.1.b. of this Chapter Refer to Exhibit X-A-1, Column (2).

2. Accumulate MAIP Quota Share Premium

MAIP Quota Share premium shall include data from the sources noted below. Refer to Exhibit X-A-1, Column (3).

a. Reported Premium (from reported exposures)

(1) MAIP exposures for each Member will be accumulated on a monthly basis. Written property damage liability exposures (CAR Identification Code 9) will be accumulated for the 12 most recent policy effective months and will be sorted by rate effective year, classification code, territory and merit rating points.

(2) Determine the MAIP premium related to the exposures accumulated in Section A.2.a.(1) of this Chapter for the following coverages: ~~\$2520,000~~/\$~~5040,000~~ bodily injury (including guest), \$100,000 property damage liability, and \$8,000 personal injury protection, using the rates from CAR's Massachusetts Private Passenger Automobile Insurance

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Manual, excluding subsidies and redundancies as calculated from the cost-based rate indicated in the underlying rate filing.

- (3) Adjust MAIP premium accumulated in Section A.2.a.(2) of this Chapter by multiplying by the appropriate merit rating surcharge/credit factor, for the applicable coverages.

For additional details regarding the calculation of Quota Share premium, access the Quota Share link that is displayed on the MAIP Company Access page of CAR's website, then access the Data Downloads and Premium and Credit Calculations links.

b. Premium from Assigned MAIP Policies

Accumulate premium for MAIP risks assigned as described in Section C. of this Chapter and having policy effective dates subsequent to the 12 policy effective month rolling total.

3. Accumulate MAIP Credit Premium

Credit premium for each Member and for the industry will be accumulated on a monthly basis. Refer to Exhibit X-A-1, Column (4). Credit premium is generated from several sources including voluntary credits and take-out credits. Credit premium may also be adjusted as a result of the Rule 29 Credit Edit and from the sale and transfer of excess credits. The MAIP Quota Share – Data by Source report (refer to Exhibit X-A-2), details the source of accumulated MAIP credits and credit adjustments and is described further in Section E.1. of this Chapter. A link to the MAIP Quota Share – Data by Source report is available on the Company MAIP Access section of CAR's website, under the Quota Share link.

a. Voluntary Credits

Members shall receive voluntary credit for exposures that are eligible for MAIP placement but that are insured voluntarily, as described in Section A.3.a.(1) of this Chapter. Voluntary credits will be accumulated using the procedure described in Section A.3.a.(2) of this Chapter:

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- (1) For policies reported with CAR ID Code 8:

Members shall receive credit for each exposure that it insures voluntarily in the territory and operator classes specified in Rule 29.D.3. of CAR's Rules of Operation. The amount of credit shall equal the annual Private Passenger Motor Vehicle MAIP premium as determined in A.2.a.(2) that would have been calculated if the exposure had been assigned through the MAIP, multiplied by the factor specified in Rule 29.D.3.

- (2) Accumulate property damage liability written exposures as reported for the 12 most recent policy effective months, sorted by rate effective year, classification code, territory and merit rating points.

(a) Determine the credit premium related to the exposures accumulated in A.3.a.(1) for the following coverages: ~~\$2520,000~~/~~\$5040,000~~ bodily injury (including guest), \$100,000 property damage liability, and \$8,000 personal injury protection using the rates from CAR's Massachusetts Private Passenger Automobile Insurance Manual, excluding subsidies and redundancies as calculated from the cost based rate indicated in the underlying rate filing.

(b) Adjust the credit premium accumulated in Section A.3.a.(2)(a) of this Chapter by multiplying by the appropriate merit rating surcharge/credit factor, where applicable.

(c) Multiply each accumulation of premium by classification code, territory and merit rating points as determined in Section A.3.a.(2)(a) and adjusted as in Section A.3.a.(2)(b) of this Chapter, by the approved class/territory credit factor specified in Rule 29.D.3. of CAR's Rules of Operation.

For additional details regarding the calculation of Quota Share voluntary credit premium, access the Quota Share link that is displayed on the MAIP Company Access page of CAR's website, then access the Data Downloads and Premium and Credit Calculations links.

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b. Take-Out Credits

Members will receive credit for each policy that is assigned through the MAIP that is voluntarily written at the policy's expiration. To qualify for a take-out credit, the requirements specified in Rule 29.D.4. of CAR's Rules of Operation must be met. Note that ARCs that report interim summary data are not eligible for Take-Out Credits.

- (1) For each MAIP Placement Record (MPR) with a Transaction Code 6 – Business Taken out of MAIP submitted to CAR, a monthly verification procedure will be performed.

Each Transaction Code 6 MPR will be verified to assure that the corresponding policy previously insured through the MAIP was insured through the MAIP for the entire previous policy period by matching MPRs to corresponding reported statistical records.

Each take-out credit MPR will also be matched to the current period statistical data to ensure that the voluntary policy was in effect for at least 90 days.

- (2) For each MAIP take-out placement record verified as eligible for take-out credit, as specified in Section A.3.b.(1) of this Chapter, statistical data will be accumulated to determine the appropriate take-out credit premium.

(a) Accumulate property damage liability written exposures as statistically reported for the 12 most recent policy effective months, sorted by rate effective year, classification code, territory and merit rating points for statistical data matching an eligible take-out credit placement record.

(b) Determine the credit premium related to the exposures accumulated in Section A.3.a.(1) of this Chapter for the following coverages: ~~\$2520,000~~/~~\$5040,000~~ bodily injury (including guest), \$100,000 property damage liability, and \$8,000 personal injury protection using the rates from CAR's Massachusetts Private Passenger Automobile Insurance Manual, excluding subsidies and redundancies as calculated from the cost based rate indicated in the underlying rate filing.