

# **I. RISKS SUBJECT TO THE MASSACHUSETTS COMPULSORY LAW**

## **RULE 86. ELIGIBILITY**

- A. This subsection applies to any form of business engaged in one or more of the operations classified in Section B. of this Rule to which a dealer plate has been issued by the Registrar of Motor Vehicles.

These classifications shall be written on the Auto Dealers Coverage Form CA 00 25 and the Auto Dealers MA Mandatory Endorsement MM 25 01 must be attached.

- B. To provide coverage for covered autos while used with a dealer or repair plate issued by the MA RMV, use the Covered Auto Designation Symbol Endorsement CA 99 54.

- C. Classification and Codes

Only one classification and code applies to a risk for both liability and physical damage coverages.

Classification Description		<u>Code</u>	
		<u>Without full covered autos liability limit for customers coverage</u>	<u>Full covered autos liability limit for customers coverage</u>
a.	Franchised private passenger automobile dealer (with or without any other type of franchise)	73010	73020
b.	Franchised truck or truck-tractor dealer (with or without any other type of franchise except private passenger automobile franchise)	73110	73120
c.	Franchised motorcycle dealer including all two wheeled cycle vehicles (no private passenger automobile or truck franchise)	73210	73220
d.	Franchised residence type mobile home trailer dealers	78200	78210
e.	Franchised commercial trailer dealers	78300	78310
f.	Franchised recreational vehicle dealer (no private passenger, snowmobile or	73310	73320

	residence type mobile home trailer franchise)		
g.	Other franchised self-propelled land motor vehicle dealer, including motor homes and campers	73410	73420
h.	Non-franchised dealer (any risk described above that is not a franchised dealer)	73510	73520

## **RULE 87. LIABILITY COVERAGE**

### **A. Without Full Covered Autos Liability Limit for Customers Coverage**

1. This coverage is available for franchised dealers and non-franchised dealers.
2. Except for the Massachusetts compulsory coverages, Without Full Covered Autos Liability Limit For Customers Coverage is afforded to customers only if there is no other automobile liability insurance or if the limit of other insurance is lower than any financial responsibility requirement.
3. Without Full Covered Autos Liability Limit For Customers Coverage does not affect the coverage afforded the named insured, employees, directors, or partners.

### **B. Full Covered Auto Liability Limit for Customers**

1. This coverage affords full liability coverage to customers.
2. The rates shown on the Auto Dealers Liability Rates pages in the Rate Section are for Full Covered Auto Liability Limit for Customers Coverage.

## **RULE 88. AUTO DEALERS PREMIUM DEVELOPMENT FOR COMMON COVERAGES**

### Liability, Personal Injury Protection, Uninsured Motorists, Underinsured Motorists

Determine the rating territory from the Territory Definitions in the Rate Section based on the street address for each location.

Compute the advance premium at inception and the earned premium as developed by audit, if subject to audit, according to the following procedures:

A. Covered Automobile Coverage (Full Covered Autos Liability Limit for Customers)

1. Apply the rate per plate shown in the Rate Section for each dealer registration plate issued to the named insured by the Registrar of Motor Vehicles. An automobile that is specifically registered by the named insured must be rated on a specified car basis according to its actual exposure.

Refer to the Dealers Physical Damage Rates pages in the Rate Section for premium determination of garage trailer plates (Class Code 07090).

If the named insured has more than one place of business, the rate for each plate shall be the rate for the location in connection with which each plate is used. If a plate is used in connection with more than one location, the rate for the highest rated location shall apply.

The premium at which the policy is originally issued shall be based upon the original number of dealer plates issued to the named insured by the Registrar of Motor Vehicles.

Upon application by the named insured for additional plates, the named insured shall pay to the company the additional premium required which shall be computed on a pro rata basis. For plates surrendered to the Registrar of Motor Vehicles during the policy period the earned premium shall be computed on a pro rata basis.

B. Automobile Coverage (Without Full Covered Autos Liability Limit for Customers)

1. Without Full Covered Autos Liability Limit for Customers Coverage may be provided by reducing the premium charged for optional bodily injury liability coverage and by reducing that portion of the property damage liability premium providing coverage in excess of the basic limit.
2. Refer to the Dealers Physical Damage Rates pages in the Rate Section for premium determination.

C. General Liability Coverage

The premium for this coverage is based upon the rates as shown in the Auto Dealers – General Liability table in the Rate Section, applied to each \$100 of the named insured's estimated annual payroll.

Compute the advance premium at inception and the earned premium as developed by audit separately for each location according to the following procedures:

1. Liability
  - a. Multiply the rates per \$100 of payroll shown in the Auto Dealers – General Liability table in the Rate Section by the estimated annual payroll.
  - b. The payroll for each employee must be the actual salary subject to a maximum of \$100 per week. All active proprietors or officers must be included at a fixed amount of \$100 per week. Do not include inactive proprietors or officers.
2. Minimum Premium
  - a. The minimum premium shall be the minimum shown in the Auto Dealers – General Liability table in the Rate Section applied separately to each location.
  - b. Charges for other coverages shall apply in addition to the minimum premium.
3. Aggregate Limit
  - a. The combined single limit of liability rates displayed in the Auto Dealers – General Liability table in the Rate Section reflect an aggregate limit of three times the otherwise applicable per accident liability limit.
  - b. For aggregate limits applicable to losses of other than three times the per accident limit, multiply the rates by the appropriate factor shown on the Auto Dealers – General Liability rate page in the Rate Section.

#### **RULE 89. MEDICAL PAYMENTS INSURANCE**

- A. Auto Dealers Locations and Operations Medical Payments Coverage is included in the Auto Dealers Coverage Form. To exclude auto dealers locations and operations medical payments coverage, use Exclusion – Locations And Operations Medical Payments CA 25 52.
- B. To provide automobile medical payments insurance, use Automobile Medical Payments Coverage Endorsement MM 99 13.

- C. The percentages shown in the Auto Dealers Medical Payments Table in the Rate Section are applicable to the total bodily injury premium for compulsory bodily injury liability coverage and optional bodily injury liability coverage for covered automobiles.
- D. If the liability coverage is limited in accordance with Section A. of Rule 87 – Liability Coverage, the percentages for the limits shown are applicable to the total bodily injury premium prior to the application of the discount.

#### **RULE 90. AUTO DEALERS - ADDITIONAL PROVISIONS**

##### **A. Elevators and Escalators**

Liability Coverage for elevators and escalators is included. A charge shall be made for legally required inspections made by or for the company.

##### **B. Municipalities**

To extend the policy to apply to the liability of a political subdivision in connection with certain permits it may require at the premises of the named insured, use Additional Insured - Municipalities Endorsement MM 25 98.

#### **RULE 91. GENERAL LIABILITY EXCLUSIONARY ENDORSEMENTS**

The following endorsements must be attached to the Auto Dealers policy.

##### **A. Locations And Operations Not Covered**

To exclude liability arising out of the locations or operations shown in the schedule of the endorsement, use Locations And Operations Not Covered Endorsement CA 25 07.

##### **B. Cannabis**

To exclude bodily injury, property damage or personal and advertising injury liability arising out of the design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of cannabis, the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of cannabis and property damage to cannabis, use Cannabis Exclusion For General Liability Coverages Endorsement CA 27 12.

C. Unmanned Aircraft

To exclude bodily injury and property damage liabilities, use Unmanned Aircraft Exclusion For General Liability Coverages – (Bodily Injury And Property Damage Liability Only) Endorsement CA 27 06.

D. Cross Suits Liability Exclusion

To exclude liability arising out of any claim or suit that is brought by any named insured against another insured covered by the same policy, use Exclusion – Cross Suits Liability For General Liability Coverages Endorsement CA 27 16.

E. Acts, Errors Or Omissions Liability Exclusion

To exclude all acts, errors, or omissions liability coverages, use Exclusion – Acts, Errors Or Omissions Liability Coverages Endorsement CA 25 63.

F. Personal And Advertising Injury Liability

To exclude coverage for personal and advertising injury liability, use Exclusion – Personal And Advertising Injury Liability Coverages Endorsement CA 25 54.

G. Damage to Rented Premises

To exclude coverage for damage to rented premises, use Exclusion – Damage To Rented Premises Endorsement CA 25 50.

***RULES 92-94 RESERVED FOR FUTURE USE.***

## **II. GARAGEKEEPERS INSURANCE**

### **RULE 95. ELIGIBILITY**

- A. Garagekeepers' Insurance may be provided to cover loss to non-owned autos in the insured's possession while the insured is attending, servicing, repairing, parking or storing them. Use Garagekeepers Coverage Endorsement CA 99 37 to provide Garagekeepers' Insurance for risks classified pursuant to Rule 124.F. and written on the Business Auto Coverage Form CA 00 01. No endorsement is

necessary to provide Garagekeepers' Insurance under the Auto Dealers Coverage Form CA 00 25.

- B. To provide coverage for damage to, or loss of, a customer's auto or customer's auto equipment left in the insured's care as part of the insured's towing operation, use On-hook Coverage Endorsement CA 04 52. Do not attach when Garagekeepers' Insurance is provided under the Business Auto Form unless insured's towing operations include transporting between locations other than insured's specified locations. On-hook coverage is for insureds who do not have garage or service locations, or who have a towing operation not associated with their own garage operations. - The premium for Comprehensive is 5% of the rate for Garagekeepers' coverage and the premium for Collision is 90% of the rate for Collision coverage.
- C. Garagekeepers insurance may be issued only to a single garage owner or operator described in this Section. Do not group two or more garage owners or operators in a single policy.

#### **RULE 96. PREMIUM DEVELOPMENT**

- A. Determine the type of coverage to be afforded:
  - 1. Legal Liability
  - 2. Direct Coverage – primary basis (without regard to legal liability)
  - 3. Direct Coverage – excess over customer's policy (without regard to legal liability)
- B. Rating basis - maximum limit of liability.
- C. Show each location with its limit of liability.
- D. Charge the premium shown in the Garagekeepers Premiums tables in the Rate Section based on the limit of liability selected for each location. The total premium is the sum of the premium for each location.

#### **RULE 97. PREMIUM DEVELOPMENT – CUSTOMERS' SOUND RECEIVING EQUIPMENT**

- A. Application

Comprehensive coverage, excluding theft, and Collision coverage for sound receiving equipment in a garage's care, custody or control may

be provided. Use Garagekeepers Coverage – Customers’ Sound Receiving Equipment Endorsement CA 99 59.

**B. Premium Development**

Determine the maximum limit of liability for customers’ sound receiving equipment in a garage’s care, custody or control at any one time. If more than one location, show the applicable limit for each location.

Use the premium shown in the Garagekeepers Premiums Tables for Other Than Collision and Collision in the Rate Section for the total of the limits of liability for all locations and apply the following factors:

1. For Comprehensive – excluding theft – .50
2. For Collision – .40

**III. AUTO DEALERS PHYSICAL DAMAGE COVERAGE**

**RULE 98. DEALERS PHYSICAL DAMAGE COVERAGE**

**A. This coverage applies to:**

1. Automobiles owned by a dealer or non-dealer and held for sale;
2. Automobiles owned and used in the named insured’s business, including demonstrator automobiles and service automobiles;
3. Automobiles on consignment if specifically indicated on the declarations;
4. Automobiles held by the named insured pending delivery after sale except as to loss for which the interests of the purchaser are covered by insurance.

**B. The rates and premiums for this coverage are applicable for all automobiles in accordance with the following:**

1. Franchised Dealers – risks that have a franchise issued by an automobile manufacturer for the sale of new automobiles and are engaged in the sale and services of automobiles, and have been granted a Class 1 license as defined in G.L. c. 140, §58.



Charge 100% of the applicable manual rate for all coverages.

2. Non-Franchised Dealers – risks that are primarily engaged in the sale of automobiles that are not franchised dealers and have been granted a Class 2 or Class 3 license as defined in G.L. c. 140, §58.

Charge 110% of the applicable manual rate for all coverages.

3. Non-Dealer Risks – develop the premium by using the non-reporting basis specified in Section B.2. of this Rule and charge 110% of the applicable manual rate for all coverages. Use Physical Damage Coverage – Autos Held for Sale by Non-Dealers Endorsement MM 20 27.

#### C. Rating Basis

1. Reporting basis – use a reporting form to estimate the inventory of a dealer risk.
  - a. Charge the insured, on a monthly or quarterly basis, the premium earned during the preceding month or quarter.
  - b. Retain any deposit premium to be credited against the final payments.
  - c. Determine an estimated annual premium by multiplying the limits of liability shown in the policy by the annual rate.
2. Non-Reporting Basis
  - a. The non-reporting basis provides for specified limits at each location subject to a pro rata distribution clause. The total of all such specified limits is the total amount insured under the policy.
  - b. The specified limits for any named location may be increased, decreased or cancelled. Locations may be added pro rata.

#### **RULE 99. PARTS, MATERIALS OR ACCESSORIES**

Parts, materials or accessories kept as merchandise for sale and not attached to automobiles may not be insured under Dealers Physical Damage Coverage.

#### **RULE 100. SPECIFIED CAR BASIS**

- A. Dealers physical damage coverage may be provided on a specified car basis.

- B. Charge the applicable trucks, tractors and trailers rates or private passenger type rates.

#### **RULE 101. CLASSIFICATIONS**

The following classifications apply for Dealers Physical Damage Coverages:

- A. Standard Open Lots are open parking storage lots enclosed on all sides by a metal cyclone or equivalent fence not less than six feet in height; or bounded on one or more sides by the wall or walls of a building, with no unprotected openings, and with the exposed sides of the lot enclosed by a metal cyclone or equivalent fence not less than six feet in height, with openings securely locked when unattended.
- B. Non-Standard Open Lots are all other open lot locations, or unroofed space and buildings not securely enclosed and locked when unattended.
- C. Buildings.

#### **RULE 102. PREMIUM DEVELOPMENT**

- A. The rates shown in the Rate Section for Dealers Physical Damage Coverages are annual rates per \$100 of value.
- B. The rates shown in the Rate Section for Miscellaneous Types apply to the following if values are reported separately:

Ambulances, fire trucks and apparatus, funeral directors, flower cars, hearses, mobile home trailers, and special or mobile equipment.

#### **RULE 103. FALSE PRETENSE COVERAGE**

This coverage may be written at a rate per \$100 of value. Use the total inventory value including the wholesale floor plan value.

Refer to the Dealers Physical Damage Rates pages in the Rate Section. Use False Pretense Coverage Endorsement CA 25 03.

#### **RULE 104. DEALERS COLLISION COVERAGE**

- A. Specified Car – pro rate for the time at risk, the manual collision premium for the form of coverage and the type of automobile.
- B. Blanket Collision – if all automobiles are to be insured for collision, charge the rates shown in the Blanket Collision Rates table in the Rate Section.

- C. Dealers Collision Coverage may be written on a named driver basis to insure the dealer while any automobile owned by the dealer is being operated by the named driver or while the named driver is a passenger. This coverage does not apply to dealers drive-away operations. Use Named Driver Collision Coverage Endorsement CA 25 11.

Refer to the Dealers Physical Damage Rate pages in the Rate Section for premium determination.

- D. Blanket Collision may be averaged.
1. Determine the average rate by using the maximum value during the past 12 months or if not available the estimated maximum value to be covered at any time during the coming 12 months.
  2. Multiply the values at the specific rates to determine the premium for the various rating splits.
  3. Total these premiums and divide by the total values which will result in the average rate.

#### **RULE 105. DEALERS DRIVE-AWAY COLLISION COVERAGE**

Collision coverage may be provided for automobiles while being driven, towed or carried on any other automobile or trailer owned or hired by the insured from the point of purchase or distribution to the point of destination. Use the distance from the point of purchase or distribution to the point of destination to determine the mileage rating basis. This coverage is not available to drive-away contractors. Use Dealers Driveaway Collision Coverage Endorsement CA 25 02.

##### **Individual Coverage**

When collision coverage is not written on all automobiles, charge the per car per trip premiums displayed on the Dealers Physical Damage Rates pages in the Rate Section.

##### **Blanket Coverage**

When collision coverage is written on all automobiles and drive-away operation is in excess of 50 miles, charge the per car per trip premiums displayed on the Dealers Physical Damage Rates pages in the Rate Section.