



# **MASSACHUSETTS AUTOMOBILE INSURANCE MANUAL**

## **PRIVATE PASSENGER - RESIDUAL MARKET**

**AS OF APRIL 1, 2022**

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**Memorandum of Changes**  
April 1, 2022

There are no Rule changes effective April 1, 2022.

## SECTION I - GENERAL RULES

### **RULE 1. ELIGIBILITY**

All individually owned vehicles registered under the Massachusetts Compulsory Motor Vehicle Law that are eligible for private passenger motor vehicle insurance under the rules of the Massachusetts Automobile Insurance Plan (MAIP) may be rated in accordance with this manual and written on the Massachusetts Automobile Insurance Policy.

### **RULE 2. COVERAGES AND LIMITS**

The types of coverages available in the CAR Massachusetts Automobile Insurance Policy are:

#### **Compulsory Insurance Coverages**

##### **Part 1 - Bodily Injury to Others**

The basic limits are \$20,000 each person and \$40,000 each accident.

##### **Part 2 - Personal Injury Protection**

The basic limit is \$8,000 for each person. Refer to Rule 30 for available deductibles.

##### **Part 3 - Bodily Injury Caused By an Uninsured Auto**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

##### **Part 4 - Damage to Someone Else's Property**

The basic limit is \$5,000 each accident. Increased limits are available.

#### **Optional Insurance Coverages**

##### **Part 5 - Optional Bodily Injury to Others**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available.

##### **Part 6 - Medical Payments**

The basic limit is \$5,000 each person. Higher limits are available for all motor vehicles rated in this manual. Motorcycle limits are available from \$500 to \$25,000. This coverage is excess over Personal Injury Protection.

##### **Part 7 - Collision**

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. Waiver of Deductible is available at the option of the insured. Endorsement MPY-0016-S must be attached. This coverage is written on an actual cash value or stated amount basis.

##### **Part 8 - Limited Collision**

This coverage is subject to a basic deductible of \$500. Other deductibles or full coverage are available at the option of the insured. This coverage is written on an actual cash value or stated amount basis.

##### **Part 9 - Comprehensive**

This coverage is subject to a basic deductible of \$500. A deductible of \$300 is available subject to underwriting requirements established by the insurer, as permitted by law. Higher deductibles are available at the option of the insured. A separate \$100 glass deductible is also available at the option of the insured. Endorsement MPY-0039-S, titled \$100 Glass Deductible, must be issued with the policy. This glass deductible is in addition to the otherwise applicable deductible for Part 9. This coverage is written on an actual cash value, stated amount or agreed amount basis.

##### **Part 10 - Substitute Transportation**

This coverage pays for loss of use to a motor vehicle as a result of an accident or loss. Refer to the Miscellaneous Rating factors page for applicable limits and premiums.

##### **Part 11 - Towing and Labor**

This coverage will pay up to \$50 or up to \$100 for towing and labor costs for each auto disablement. It is available only for private passenger motor vehicles, as defined in Rule 27, and motorcycles.

### **Part 12 - Bodily Injury Caused By an Underinsured Auto**

The basic limits are \$20,000 each person and \$40,000 each accident. Increased limits are available. The limits may not exceed the limits of Part 5, or if Part 5 is not purchased, Part 1 of this policy. This coverage is excess over Personal Injury Protection.

#### **Other Coverages Available Are For:**

Fire, Theft and Combined Additional Coverage subject to a basic deductible of \$500; higher deductibles are available at the option of the insured.

Theft coverage may be granted only in connection with Fire Coverage, and for a like amount in both cases.

These coverages are written on an actual cash value basis or stated amount basis.

Endorsement MPY-0031-S, titled Other Optional Insurance – Combined Additional Coverage, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0028-S, titled Other Optional Insurance – Fire, Lightning and Transportation, must be issued with the policy when this coverage is afforded.

Endorsement MPY-0029-S, titled Other Optional Insurance – Theft, must be issued with the policy when this coverage is afforded.

### **RULE 3. COVERAGE AVAILABILITY**

Massachusetts law and the provisions of Rule 27 of the MAIP Rules of Operation require insurers to make the following levels of coverage available at the insured's request for policies assigned through the MAIP:

1. Limits up to \$250,000 each person and \$500,000 each accident for Parts 3, 5 and 12. Limits above \$250,000 each person and \$500,000 each accident may be provided at the option of the insurer.
2. \$8,000 each person for Part 2
3. \$25,000 each person for Part 6.
4. Actual cash value subject to a \$500 deductible for Parts 7, 8 and 9, including fire, theft, and combined additional coverage.

Insurers must charge an extra-risk rate or refuse Collision and Comprehensive coverages under certain circumstances as required by law. Refer to Rule 24 for extra-risk rating procedures.

### **RULE 4. STANDARD PROCEDURES**

#### **A. Renewals**

1. The insurer shall provide the coverage selections page not less than twenty days prior to policy expiration. The coverage selections page may be accompanied by the Massachusetts renewal form.

If the Massachusetts renewal form is sent to the policyholder, it is not necessary for the policyholder to return this form to the producer or company representative unless the information contained on the coverage selections page or the Massachusetts renewal form is inaccurate or obsolete.

2. The insurer may elect to secure payment of a deposit premium. The premium quotation shall be based on the latest classification information and premium charges established for the renewal policy.
3. Failure to pay the deposit premium may result in cancellation of the policy. The specific reason for cancellation is non-payment of any required premium.

The Cancellation Notice must also contain the following statement:

"This cancellation will not take effect if the full amount due shown above is paid on or prior to the effective date of cancellation."

## **B. Expiration of Assignment**

1. An insurer may refuse to renew a policy assigned to it through the MAIP only at the expiration of the second renewal as described in Rule 29 of the MAIP Rules of Operation. If the producer fails to replace coverage for the expiring policy as provided in Rule 29.D.2. of the Rules of Operation, the insurer shall issue a Notice of Expiration of Policy Assignment form MP 00 02 to the named insured at least 45 days and no sooner than 59 days prior to the policy expiration date with a copy sent to the producer.

The insurer's notice of the assignment's expiration stating its intent not to renew the policy should be electronically transmitted in accordance with procedures prescribed by the Registry of Motor Vehicles.

## **C. New Business**

1. The producer is required to submit a new business application for the applicant.
2. The producer must verify that there is no automobile insurance premium owed to the former insurer or producer.
3. The producer of record must provide the information necessary for an insurer to transmit data to the Registry of Motor Vehicles for each vehicle insured.

In addition to reporting the necessary information to the insurer, the producer shall prepare a Registration and Title Application (RTA), accompanied by the appropriate fee, for processing by the Registry of Motor Vehicles.

4. At the same time this information is provided to the assigned insurer, the producer of record shall notify the former producer of record, if known, and the former insurer, that a certificate of coverage has been issued for the policy. The notice must meet the following minimum standards:

The notice must be signed by the producer of record for the newly assigned policy or issued on the assigned insurer's letterhead; and

The notice must bear the registry stamp of the new insurer. The stamp may be in electronic format.

Such notice may be made in hard copy or electronic format, and copies are acceptable.

5. The notification of coverage transfer shall not be issued to the prior producer or insurer before the insurer or agent of the replacement policy has actually received the required down-payment or first payment. The notification of coverage transfer shall be issued no later than 10 days after the day the agent or the replacement insurer receives the down-payment or first payment for the replacement policy.
6. Upon receipt of the notice of coverage, the former insurer, if any, shall:
  - a. Notify the Registry that coverage has been discontinued as of the date shown in the notice;
  - b. Compute the return premium, if any, as of the date shown on the notice in accordance with Massachusetts law.

## **D. Cancellation**

1. Cancellation must be given in accordance with Massachusetts law and the MAIP Rules of Operation. Any notice of cancellation shall include the specific reason(s) for cancellation. Any return premium owed the policyholder shall be made in accordance with provisions of Rule 18 of this manual. The insurer must electronically notify the Registry of Motor Vehicles in accordance with the procedures established by the Registry.

## **RULE 5. RESIDENCE AND LOCATION**

The proper rate schedules and rules are those effective in the city or town where the automobile is principally garaged. Motor vehicles used by salesmen or solicitors, or those with similar duties, requiring the operation of the motor vehicle in more than one rating territory in Massachusetts, shall be assigned to the territory determined by the place of principal garaging, or, if there is no specific city or town of principal garaging, then, by the residential address of the operator,



or, if the residential address of the operator cannot be determined, then, by the Massachusetts business address of the operator. No adjustment of the premium shall be made by reason of a change in the place of principal garaging during the policy period unless such change is permanent.

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

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

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

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

## **RULE 7. POLICY PERIOD**

- A.** Policies issued by assignment through the MAIP shall be for 12 month terms.
- B.** Policies insuring individually owned motorcycles, trailers and other recreational-type vehicles shall, at the option of the insured, be issued for a period of less than one year with policy expiration to be coterminous with the registration. Endorsement M-0103-S, titled Non-Renewal of Policy (Motorcycles, Recreational Vehicles & Trailers), must be issued with the policy.

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

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

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

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

\*All dates inclusive

## **RULE 8. CHANGES**

**A.** All mid-term changes to the policy requiring adjustments of premium shall be computed pro rata based on the rates in effect on the policy inception date.

### **B. Minimum Premiums**

1. If an outstanding policy is amended and results in a premium adjustment of less than \$5, such adjustment may be waived, or it may be made subject to a minimum adjustment of \$5 except that the actual return premium of less than \$5 shall be allowed at the request of the insured.
2. A minimum premium of \$5 shall apply if an additional premium results because a coverage is added, or the limits of liability are increased, or a deductible is reduced, at the request of the insured during the policy period.
3. If a return premium of less than \$5 results because a coverage is cancelled, or limits of liability are reduced, or a deductible is increased at the request of the insured, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.
4. If the limits of liability are increased because of a change in the limits prescribed under any financial responsibility law, the additional premium charge shall be the actual difference in premium charges; if less than \$5, it may be charged or waived.

## **RULE 9. MOTOR VEHICLE REGISTRATION CERTIFICATES**

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

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

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

Section 34 B of General Laws Chapter 90 provides penalties for unlawful use of the Motor Vehicle Registration Certificate.

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

### **A. Application**

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

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

**NOTE:** A charge shall be made for any filing required because of a motor vehicle accident.

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

The filing of a financial responsibility certificate of insurance as the result of a conviction of a motor vehicle violation requires the following rate adjustments to be allocated evenly between the Part 4 and Part 5 premiums computed as follows:

## Owners

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

## B. Rate Adjustments

1. A 50% rate adjustment is applicable if the certificate is required for a conviction listed below. This surcharge is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a 5% rate adjustment applies.
  - a. Driving a motor vehicle while intoxicated or under the influence of marijuana or a narcotic drug.
  - b. Failing to stop and report when involved in an accident.
  - c. Homicide or assault arising out of the operation of a motor vehicle.
2. A 25% rate adjustment is applicable if the certificate is required for a conviction listed below. This surcharge is to be applied for the period of time a certificate is required, but in no event for a period in excess of three years following conviction. Thereafter, a 5% rate adjustment applies.
  - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results therefrom.
  - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results therefrom.
3. A 5% rate adjustment is applicable if the certificate is required for any other cause whatsoever.
4. Rate adjustments are to be multiplied by the final premium as developed for Parts 1, 2, 4 and 5.

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

The following sequence shall be used in rating the policy.

1. Determine the premium for parts 1-6 and 12 as follows:
  - a. Identify the manual rate for the appropriate driver rating class, territory, and coverage limit from the Rate Section.
  - b. Adjust the manual rate for part 2 for the appropriate deductible level using the factors from the Miscellaneous Rating Factor page in the Rate Section.
2. Determine the premium for parts 7 and 9 as follows:
  - a. Determine the model year as described in Rule 20.
  - b. Determine the VRG as described in Rule 22.
  - c. Identify the manual rate for the applicable driver rating class and territory from the Rate Section.
  - d. Multiply the applicable manual rate times the applicable model year/VRG relativity for Parts 7 and 9.
  - e. Determine the appropriate deductible charges and factors from the Miscellaneous Rating Factor Page in the Rate Section.
  - f. Apply the appropriate High-Theft Vehicle and Extra-Risk Rating factors per Rules 23 and 24, if appropriate, using rating factors from the Miscellaneous Rating Factor page in the Rate Section.
3. If limited collision coverage (part 8) is selected, adjust the part 7 premium determined in step 2 by the applicable rating factor in the Miscellaneous Rating Factor page.
4. Apply the appropriate discount(s) to the premium developed in steps 1-3 as follows:
  - a. Refer to Rule 19 for a definition of the available discounts. Refer to the Miscellaneous Rating Factor page in the Rate Section to identify the discount rates.

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

#### **RULE 12. WHOLE DOLLAR PREMIUM RULE**

The premium for "each exposure" means the premium developed for each coverage for each automobile after the application of all applicable discounts. The premium for each exposure shall be rounded at each step to the nearest whole dollar, separately for each coverage provided by the policy.

A premium involving \$0.50 or more shall be rounded to the next whole dollar at the end of each step. This does not apply to Part 5, 20/40 limits and Part 6, \$5,000 limit where rates displayed in the manual may be used or rounded to the lower whole dollar.

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

#### **RULE 13. INSTALLMENT PAYMENT OF PREMIUMS**

The installment payment plans offered to policyholders insured through the MAIP are governed by the MAIP Rules of Operation. All motor vehicle insurance policy premium charges are due and payable on the effective date of the policy, subject to the provisions of the Deposit Premium Rule (Rule 14), unless an installment payment plan is used.

#### **RULE 14. DEPOSIT PREMIUM RULE**

A company, its producer or any broker may require deposit premium prior to the issuance of a policy provided the per vehicle deposit does not exceed 25% for new business or 20% for renewal business of the applicable annual premium for the insurance requested in accordance with the MAIP Rules of Operation. If the applicant has been in default in the payment of any premium for automobile insurance or merit rating adjustment during the preceding 24 months which resulted in the cancellation of that policy, the applicant will be required to provide a premium deposit of 80% of the MAIP premium, or if known, 100% of the insurer's voluntary premium.

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

Motor vehicles owned by an employer subject to the Massachusetts workers' compensation law not used at any time to transport persons other than employees of the named insured shall be eligible for a 25% reduction in the Personal Injury Protection premium otherwise applicable. A vehicle which qualifies for this reduction is not eligible for any Personal Injury Protection deductible.

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

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

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

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

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

### **A. Cancellations**

The following provisions apply when a policy is cancelled:

1. If a policy is cancelled by the insurer at any time, or by the insured within thirty days of the effective date or within thirty days of the receipt of the policy, whichever is later, the return premium shall be computed pro rata. "Policy" in this instance includes the copy of the coverage selections page.
2. If the policy is cancelled at the request of the insured later than thirty days from the effective date or later than thirty days from the receipt of the policy, whichever is later, the return premium shall be calculated on a short rate basis except that in the following cases the return premium shall be computed pro rata:
  - a. If the insured has disposed of the automobile, provided the insured takes out a new policy in the same company on another automobile to become effective within thirty days of the date of cancellation.
  - b. If the insured automobile is repossessed under terms of a financing agreement.
  - c. If an automobile is cancelled from a policy, the policy remaining in force on other automobiles, or if there remains in force in the name of the insured or spouse, if a resident of the same household, and in the same company, a concurrent automobile policy covering another automobile.
  - d. If the insured enters the military service of the United States of America.
  - e. If the insured deletes or reduces any coverage and the policy remains in effect for other coverage.
  - f. If the policyholder requests cancellation of a policy because coverage has been replaced in the voluntary market, and provides the ARC written confirmation of the replacement coverage. [Consistent with current MAIP rules].
3. Except as otherwise provided by law, no cancellation of the policy, or any of its parts, whether by the company or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party at least twenty days in each case prior to the intended effective date thereof. Notice of cancellation sent by the company to the insured and the loss payee at the addresses stated in the policy by regular mail for which a certificate of mailing receipt has been obtained from the United States Postal Service, shall be a sufficient notice and that an affidavit of any officer, producer, or employee of the company, duly authorized for the purpose that he has so sent such addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. When the cancellation becomes effective, the company shall electronically transmit the pertinent data to the Registry of Motor Vehicles in the manner prescribed by the Uninsured Motorists System (UMS). The written notice to the insured shall specify the reason or reasons for cancellation. If the reason for cancellation is non-payment of premium, the Notice of Cancellation shall state the amount that must be paid to the company to avoid cancellation for all the insurance provided and shall state in substance that the cancellation will not be effective if the insured pays the full amount of such deficiency on or prior to the effective date of the cancellation. If a cancellation of the policy results in a return premium of less than \$5.00, no refund need be made except at the request of the insured, in which case the actual return premium shall be allowed.

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

### **B. Theft of Vehicle or Plates**

1. If the insured automobile is stolen or destroyed (total or constructive total loss) and cancellation is requested by the insured within thirty days following the date the automobile is stolen or destroyed, the return premium for all coverages (including the premium for the coverages under which loss was paid) shall be calculated on a pro rata basis from the day following the date of such loss.
2. If the insured registration plates are stolen or destroyed, a lost plate affidavit is to be issued to the Registry of Motor Vehicles canceling only coverage with respect to such plates effective the day following the date of such loss, and the policy shall continue to provide coverage with respect to any replacement plates.

3. If the insured files a lost plate affidavit with the Registry of Motor Vehicles, the company may cancel the policy.

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

The policy shall terminate upon:

1. The sale or transfer of title by the owner of the motor vehicle or trailer thirty (30) days after the transfer unless the owner has registered a replacement motor vehicle.
2. The surrender to the Registry of Motor Vehicles of the registration plates issued to the owner of the motor vehicle by the Registrar of Motor Vehicles under Chapter 90, with a written statement, in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer.
3. The filing with the Registry a certificate of insurance of another company as of the effective date of such certificate.

NOTE: If more than one motor vehicle or trailer is described in the policy, the termination of coverage applies only to the motor vehicle or trailer involved in one of the situations described above.

**D. Reinstatement**

If a policy has been cancelled by an insurance company, and such policy is later reinstated by the Board of Appeal on Motor Vehicle Liability Policies and Bonds or by a court of competent jurisdiction, the premium charge for the unexpired term of the policy shall be calculated pro rata based on the premium applicable to the policy when originally issued.

**E. Plates Returned Receipt**

In the event that a policy has been terminated by (a) sale or transfer of the motor vehicle, or (b) surrender of the registration plates by the owner of the motor vehicle with a written statement in such form as the Registrar may require, that they are surrendered to cancel the registration of, and the insurance under, the policy for such motor vehicle or trailer, a receipt from the Registry of Motor Vehicles stating that the registration plates have been surrendered must be furnished to the insurance company.

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

In the event a policy on a leased vehicle under a long-term contract is cancelled, the cancellation notice is to be issued in the name of the person or organization to which the policy was issued. A copy of the cancellation notice must be sent to the owner/registrant also, if it is other than the person to whom the policy was issued.

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

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

1. Express the date of cancellation by year and decimal part of a year by combining the calendar year with the decimal appearing opposite the month and day in the Pro Rata Table, e.g., March 7, 2011, is designated as 2011.181.
2. In like manner express the effective date of the policy by year and decimal part of a year and subtract from the cancellation date.
3. The difference, in the case of one year policies, represents the percentage of the annual premium which is to be retained by the carrier.

# MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

## Examples:

Cancellation date September 22, 2011	2011.726
Effective date July 6, 2011	<u>2011.512</u>
	.214

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

Cancellation date March 7, 2011	2011.181
Effective date December 15, 2010	<u>2010.956</u>
	.225

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

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

## Instructions for Short Rate Table:

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

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

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

## Example:

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

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

**MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL**

**PRO RATA TABLE**

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



**MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL**

**(Rule 18)**

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

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

TABLE 1

(Motorcycles with Registration Expiration of December 31)

TABLE 1  
(Motorcycles with Registration  
Expiration of December 31)

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

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

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

## **RULE 19. DISCOUNTS**

### **A. Multi-Car**

A policyholder who owns two or more automobiles and purchases coverage from the same company for at least two such automobiles, shall be entitled to a reduction of the premium applicable to Coverage Parts 1, 2, 4, 5, 7, 8 and 9. At least two of the automobiles must be private passenger vehicles as defined in Rule 27, except that vehicles classified as antiques are not eligible. The premium reduction applies only to private passenger vehicles as defined in Rule 27. Refer to Miscellaneous Rating Factors page for applicable discount.

### **B. Class 15**

Premiums otherwise applicable to class 10 automobiles shall be reduced by 25% for insureds age 65 or older. If the principal operator becomes age 65 during the policy year, the class 10 premium shall be adjusted as of that date but no later than the next policy renewal date. A notice of this classification change must be sent to the policyholder either prior to or with the proposed adjustment. The policyholder is required to notify the company of any change in operator usage which would affect entitlement to the discount.

### **C. Annual Mileage Discount**

A discount of the premium paid for Parts 1, 2, 3, 4, 5, 6, 7, 8 and 12 will be given to eligible policyholders on request, when the annual mileage of the vehicle falls into one of two categories. The discount will be based on the actual mileage driven in the previous policy year as determined by a comparison of two odometer readings, at least six months apart, from Registry of Motor Vehicle information or the Annual Mileage Discount Form and other standard automobile insurance forms available to the company. Refer to the Miscellaneous Rating Factors page for the applicable categories and discounts.

#### **1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27, except that vehicles classified as Antiques are not eligible. The company may request that the applicant for the discount complete the Annual Mileage Discount Form for the verification of eligibility for the discount.

#### **2. Verification**

The company may use the odometer readings provided by the applicant on the Annual Mileage Discount Form or other standard forms available to the company, in order to verify the mileage driven in the past year. The company shall compute the annualized difference between the odometer reading at the time of application and the previous odometer reading to determine eligibility. If a vehicle replaces a vehicle which is receiving the discount, the annual mileage of the prior vehicle will be attributed to the replacement vehicle.

The company may use information from the Vehicle Inspection System of the Registry of Motor Vehicles to verify annual mileage. The difference in the two most recent odometer readings reported by the Registry, if at least six months apart, shall be annualized to determine eligibility for the discount. If the Registry reports only one reading, which is more than six months before the application for the discount, the applicant may provide a current odometer reading on the Annual Mileage Discount Form, and the difference shall be annualized to determine eligibility.

If two odometer readings, at least six months apart, are not available to the company through the Registry of Motor Vehicles, the Annual Mileage Discount Form or other standard forms, the vehicle is not eligible for the annual mileage discount.

#### **3. Application of Discount**

The applicable discount applies to rates otherwise determined for each insured vehicle by coverage, limits purchased, territory, driver class, and model year and vehicle rating group prior to the application a merit rating adjustment.

## **D. Continuous Coverage**

The MAIP premium for Parts 1, 2, 4 and 5 will be reduced following the assigned company's verification of a rated operator's eligibility for the continuous coverage discount. The discount shall apply to each rated operator that has been insured without a lapse in coverage under an automobile insurance policy for the 12 month period preceding the effective date of the policy. A rated operator is considered continuously insured if the operator was the named, listed, or rated insured on an automobile insurance policy for the 12 month period preceding the effective date of the policy.

### **1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27.

To be eligible for the discount when the policy is first assigned to a company, a copy of the coverage selections page confirming coverage up to the effective date of the new policy for any or all of the operator(s) listed on the application must be attached to the new business application submitted to the assigned company in accordance with CAR Rule 31.B.5. Rated operators that are not eligible for the continuous coverage discount are:

- a. Operators that have been licensed less than 12 months;
- b. Operators that are new to Massachusetts who cannot demonstrate proof of licensing for the previous 12 months and are assigned to Class 20 or 21 in accordance with rule 28.B.3 of this manual are not eligible for the continuous coverage discount;
- c. Operators assigned as the rated operator on a vehicle according to Rule 28 of this manual when the policy is first assigned to the company for whom a copy of the prior policy coverage selection page(s) indicating that the operator was insured up to the effective date of the new policy has not been furnished; and
- d. Any operators insured under a policy assigned to a company that is cancelled due to non-payment of premium and results in a lapse in coverage at any time during the policy's three year assignment to the company.

### **2. Verification**

Upon timely receipt of the prior policy coverage selections page for an operator that will be a rated operator under the policy when first assigned to the company, the company shall verify that operator's eligibility for the continuous coverage discount using the Uninsured Motorist System of the Registry of Motor Vehicles, direct confirmation of continuous coverage with the prior insurer shown on the prior policy coverage selection page, or other reputable vendors of automobile insurance coverage information.

For rated operators who are new to Massachusetts that can demonstrate licensure for the 12 months preceding the policy effective date, the assigned company shall attempt to verify the operator's eligibility for the discount through direct confirmation of continuous coverage with the prior insurer, or other vendors of automobile insurance coverage information.

If eligibility for the discount cannot be confirmed through any of the verification processes described above, the discount shall not apply.

Continued eligibility for the discount at renewal shall be based on the assigned company's internal policy records for the previous 12 months.

Refer to the Miscellaneous Rating Factor page for the applicable discount factor.

## **E. Low Frequency**

The MAIP premium for Parts 1, 2, 4 and 5 will be reduced following the assigned company's verification of a rated operator's eligibility for the low frequency discount. The discount shall apply to each rated operator that has 4 or less merit rating points as defined in Rule 56 – Merit Rating Plan, and where a claim payment under any or all of the above coverage parts has not been made to or on behalf of the rated operator in connection with more than one accident during the three years preceding the effective date of the policy.

### **1. Eligibility**

The vehicle must be a private passenger vehicle as defined in Rule 27.

## **2. Verification**

The assigned company shall verify each rated operator's eligibility for the low frequency discount. The company shall verify eligibility using information from reputable vendors of operators' automobile insurance claim payment histories and traffic violations and its own claim payments.

An assigned company may optionally elect a "short form" verification process instead of the verification process described above. Under the short form option, an assigned company agrees to verify each rated operator's eligibility for the low frequency discount for each policy assigned to it solely on the basis of the information used to compute the rated operator's merit rating adjustment under Rule 56 of this manual and the claim payments it makes under the provisions of the assigned policy.

Companies who use the short form verification option must utilize this procedure for all assigned risks, and must notify CAR of their intent to do so least 20 days prior to implementation. When a policy is assigned by the MAIP to such a company, CAR will notify the producer of the company's short form verification requirements at the time the producer is notified of the company assignment. Companies may rescind the short form verification option at any time provided CAR receives notice at least 20 days in advance of implementation. An assigned company that changes its verification process may not subsequently reassess a rated operator's eligibility for the low frequency discount on an in-force policy until the policy renews.

Refer to the Miscellaneous Rating Factor page for the applicable discount factor.

### **Rule 20. MODEL YEAR DEFINITION**

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

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

Refer to Rule 22 for more information on Model Year/VRG relativities for model years subsequent to those shown on the rate tables

### **Rule 21. FIRE, THEFT AND COMBINED ADDITIONAL COVERAGES**

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

Refer to Miscellaneous Rating Factors section for the applicable factors.

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

Refer to the Rate Section for any specified peril.

### **Rule 22. VEHICLE RATING GROUP (VRG) PROGRAM**

The Vehicle Rating Group program assigns vehicles to groups in order to reflect expected cost differences arising from the type of vehicle insured. Vehicles are assigned to groups with each new model year and may be grouped differently depending on the type of coverage.

#### **A. Assignment to Vehicle Rating Groups**

The Vehicle Rating Groups (VRGs) are used for the physical damage coverages to determine a vehicle's premium. VRGs are assigned to vehicles as new model years are introduced, and once a vehicle has been assigned to a VRG, it is not subject to change.

1. Coverages rated using VRGs: collision, limited collision, and comprehensive.
2. Coverage groupings: there are two sets of VRG definitions – one for the collision coverage and one for the comprehensive coverage.
3. VRG Codes: the forty VRGs are represented by codes 11 through 50.

Refer to the AIB Vehicle Rating Group Program for the VRG assigned to vehicles. Refer to the Rate Section of this manual for Model Year/Vehicle Rating Group relativities for use in premium determination. For rating vehicles that do not have a VRG assignment, see part B (below).

## **B. Vehicles not Assigned to Vehicle Rating Groups**

Use the following procedure to rate vehicles that have not been assigned to a VRG:

1. Existing models: for rating of the newly announced models that have not been assigned to a VRG, use the VRG of the latest corresponding model year.
2. New models: for rating of vehicles which have no prior corresponding model, determine the appropriate VRG based on (1) the base list price and (2) the vehicle type. (refer to the VRG Assignment by Price table in the Rate Section).
3. Model years prior to 1985: the auto shall be rated on a Stated Amount Basis in accordance with Rule 41. If an auto is appraised for stated amount or agreed amount coverage, the appraised value must be used to determine the VRG. (Refer to the VRG Assignment by Price table in the Rate Section).

(The base list price is the manufacturer's suggested retail price, or MSRP, for a vehicle with no additional options included.)

## **C. Vehicle Rating Group/Model Year Rating**

Premium for Parts 7 or 9 is determined as follows:

1. Determine the model year as described in Rule 20.
2. Determine the VRG as described in section A or B above.
3. Identify the manual rate for the applicable driver rating class and territory from the Rate Section.
4. Identify the applicable model year/VRG relativity for Part 7 or 9 from the Rate Section.
5. Multiply the applicable base rate times the applicable model year/VRG relativity for Part 7 or 9.
6. Determine appropriate deductible charges and factors from the Rate section of the manual.

## **D. Calculation of Rate Relativities for Model Years Not Shown on the Rate Tables**

**For model years subsequent to those shown on the rate pages, determine the model year/VRG relativity by multiplying the factor shown on the Miscellaneous Rating Factor page to the relativity for the latest model year shown for every subsequent model year up to the model year of the vehicle being rated.**

## **E. Calculation of Rate Relativities for Physical Damage Vehicle Rating Group 50**

When the base list price is less than or equal to the maximum price shown in the table below, the rate relativity for VRG 50 is used without adjustment. (The base list price is the MSRP for a vehicle with no additional options included.)

When the base list price exceeds the maximum price shown in the table below, rate relativities for VRG 50 are subject to adjustment. Calculate the VRG 50 collision and comprehensive rate relativities for each coverage as follows:

1. Subtract the maximum price in the table below from the base list price and divide by \$1000.
2. Multiply the amount from Step 1 by the factor in the table below.
3. The adjusted VRG 50 relativity is determined by adding the amount from Step 2 to the unadjusted VRG 50 rate relativity.

	Collision		Comprehensive
	Van/Wagon/ Pick-up*	All Other PP Vehicles **	All Vehicles
Max Price	\$145,000	\$110,000	\$75,000
Factor	0.02	0.025	0.035

- \* The Van/Wagon/Pick-up group in the table above consists of private passenger vehicles with the following styles: vans, wagons, pick-up trucks, sport utility vehicles (SUV), and wagon/SUV-styled crossover vehicles.
- \*\* The All Other group consists of all other private passenger vehicles with body styles such as: sedans, convertibles, coupes, luxury cars, hatchbacks, performance cars, and sedan-styled crossover vehicles.

### **RULE 23. HIGH-THEFT VEHICLES**

For certain model years, some makes and models are designated high-theft vehicles by the Commissioner of Insurance. Refer to the MA Division of Insurance Filing Guidance Notices for most recent High Theft vehicle listing.

The insurer may, at its option, charge an extra-risk rate, refuse to write, or cancel coverage under parts 7, 8, or 9 if a vehicle designated as a high-theft vehicle is not equipped with a category III, IV or V anti-theft device or vehicle recovery system as follows:

#### **1. Definitions**

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

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

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

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

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

#### **2. General**

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

### **Categories Defined**

#### **Category III**

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

- (1) Ignition must be cut off automatically, or starter must be disabled automatically.
- (2) Alarm must be triggered by entry of doors, hood or trunk.

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

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

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

- (1) The fuel line must be blocked when the power is off.
- (2) The switch to open the fuel line must be well hidden from view, but accessible to the driver from the driver's seat. In the alternative a tubular key or an electronic keyless device may be used.
- (3) A parking/service attendant override switch may be provided. It must be well hidden from view. It must not be accessible from the passenger compartment; alternatively, if the override switch is accessible from the passenger compartment, a warning buzzer must sound (or the operator must be distracted in some other way) while the engine is running and the override switch engaged. If the buzzer is disconnected, it must result in disconnection of the entire anti-theft system.
- (4) Any under-the-dash wiring installed in connection with this device must blend in color with factory-installed wiring.

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

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

- (1) Armored cable must run from a separate key to the coil, starter solenoid, or other engine component. Such cable must be similar to that used in outdoor telephone booths, collapse when cut, and preclude quick reconnection of the cut wire inside; alternatively, some other effective means of preventing defeat of the system by cutting the armored cable must be employed.
- (2) The device must prevent hot-wiring of the car.
- (3) A separate lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

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

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

- (1) The primary wire to the ignition coil must be disconnected.
- (2) The device must disconnect the starter.
- (3) One or more wires to the electronic ignition system, or to the points and condenser must be disconnected and grounded to the chassis.

- (4) The wiring must blend with factory-installed wiring, and the disconnecting/grounding wires must be routed to random points in the electrical system away from the components they affect.
- (5) The control module, if separate from the electronic locking mechanism, must be hidden in the engine compartment or other part of the car so that it is not easily detectable.
- (6) In order to start the car, a lock or electronic device must be used to deactivate the system. The lock must be of tubular type and must be installed inside the auto so as to facilitate use by the driver; alternatively, an electronic keyless device may be used in lieu of a lock if it does not take significantly longer to engage the device than it takes to remove a key from a lock, and use of the system is otherwise facilitated.

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

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

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

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

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

**(1) Armored Cable Hood Lock**

- (a) The hood lock cable must be armored by case hardened solid steel tubing designed to resist cutting; tubing must extend through firewall and be secured so as to prevent retraction. Otherwise, an alarm meeting the criteria of Section (5.3)(a) must be installed.
- (b) The system must be engaged by a push button or other device which facilitates use. The push button or other device must be installed within reach of driver when seated.
- (c) No portion of the hood lock cable may be accessible so that it could be grasped from underneath the car; and, if accessible through the grillwork, armor must extend to the locking mechanism.

**(2) Electrically Operated Hood Lock**

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

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

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

- (1) The ignition must cut off automatically as soon as the engine reaches a speed in the range of 1,500 to 2,000 RPM.
- (2) The system must be automatically armed when the ignition key is turned to the off position.



(3) A push button or other type of disarm switch must be well hidden from view. The wiring must blend with factory-installed wiring if placed under the dash. In the alternative, a tubular key or an electronic keyless device may be used.

(4) An alarm or horn shall be actuated at the same time the ignition is disabled.

(5) If a parking/service attendant switch is provided, a buzzer must sound all the time the engine is running. The switch must be hidden in a remote place.

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

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

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

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

A sticker may identify the presence of this system.

**(j) Hydraulic Brake Lock**

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

**(k) Chip Key**

This device allows only the correct ignition key(s) to start the engine. The system prevents the motor vehicle from being started unless the key to the ignition enables the correct signal. The three types of systems that qualify are:

- (1) Transponder immobile system: system must detect the proper transponder value from the chip in the key in order to start the engine
- (2) VATS/PASS-Key system: system must detect the proper resistance value in the key in order to start the engine
- (3) Passlock system: system must detect the proper R-code within the ignition lock or ignition switch to start the engine; this system does not have a chip in the key; the key turns the passlock cylinder which provides the R-code.

**Category IV**

**Vehicle Recovery System**

This is an electronic unit installed in a vehicle that is activated after that vehicle is stolen. When activated, the device provides information to law enforcement officials or another public or private entities regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle.

**Category V**

**Vehicle Recovery System with Unauthorized Movement Notification**

This is an electronic unit installed in a vehicle that is activated after that vehicle is moved without authorization. When activated, the device provides information to law enforcement officials or another public or private entity regarding the vehicle's location. The system provides for the routine delivery of the information to the appropriate law enforcement organization to assist in the recovery of the vehicle. Additionally, the device must provide personalized notification to the owner of a vehicle (or his or her authorized user) in the event of a potentially unauthorized movement of the owner's vehicle. Personalized notification shall mean notification delivered directly to the owner or his or her authorized user.

via automated communication, which is available beyond the proximity of the vehicle itself, to one or more devices designated in advance by the owner or his or her authorized user, such as to the owner's home telephone, mobile phone, electronic mail service, or wireless text messaging service. If maintaining the system in effect requires the payment of a service fee, insureds must provide the insurer reasonable confirmation of the coverage.

### **New Business Rule**

Any high-theft vehicle listed on a New Business Application which does not have an appropriate anti-theft device or vehicle recovery system shall be written at the extra-risk rate. If an appropriate device is installed within thirty days of the policy effective date, the extra-risk premium will be waived. If an appropriate device is not installed within thirty days of policy inception, the company, at its election, may cancel coverage under parts 7, 8, and 9 or continue such coverage at the extra-risk rate.

A category III, IV, or V device installed more than thirty days after the policy effective date, any premium charged for an extra-risk rate shall be earned on a pro-rata basis.

### **RULE 24. EXTRA-RISK RATING (COLLISION AND COMPREHENSIVE)**

The following circumstances require the application of the extra-risk rate if the insurer elects to write coverage under parts 7, 8, and 9, and the insurance to be provided is on a vehicle:

1. customarily driven by or owned by persons who within the five years preceding the policy effective date have been convicted of vehicular homicide, auto insurance related fraud, or auto theft.
2. customarily driven or owned by persons who within the three years preceding the policy effective date have been convicted of any category of driving under the influence of alcohol or drugs.
3. customarily driven by or owned by persons who, within three years preceding the policy effective date, have been involved in four or more at-fault auto accidents. An at-fault auto accident is one in which the owner or any person who customarily drives the auto was more than 50% at fault.
4. 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. (Refer to Rule 23.)
5. customarily driven by or owned by persons who have two or more total auto theft or fire insurance claims within the three years immediately preceding the policy effective date.
6. customarily driven by or owned by persons who have within the five years preceding the policy effective date made an intentional and material misrepresentation in making claim under Collision or Comprehensive coverage.
7. 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. (Coverage cannot be written on a vehicle which has been issued a salvage title.)

The factors for the extra-risk rate are multiplied by the manual rate as follows:

	Collision	Comprehensive
Vehicular Homicide	1.5	1.0
Auto Insurance Related Fraud	1.5	1.5
Auto Theft	1.5	1.5
Driving Under the Influence of Alcohol or Drugs	1.1	1.0
Four or More At-Fault Accidents	1.1	1.0
High-Theft Vehicle	1.0	1.5
Two or More Total Fire or Total Theft Losses	1.0	1.5
Material Misrepresentation	1.5 (1.2)	1.5 (1.2)
Salvage Title	Coverage not available	

**NOTE:** For the first instance of a material misrepresentation in the application for insurance, the lower indicated factor may be used, at the option of the insurer.

**Application of Factors**

**A. Single Vehicle Policies**

Where more than one category applies to the same operator or vehicle, the highest applicable factor shall be used respectively for Collision and Comprehensive. For example, if a listed operator is convicted of vehicular homicide and also has a high-theft vehicle, the factor for both Collision and Comprehensive is 1.5. The factors do not compound. In cases where separate policies are issued by the same insurer to the common owner of two or more vehicles, the highest applicable factors for Collision and Comprehensive shall be assigned to the vehicle with the highest premium for Collision and Comprehensive respectively. For each subsequent vehicle, the next highest applicable factor shall be assigned to the next highest premium for Collision and Comprehensive respectively, etc. If one or more of the extra-risk categories of insurance fraud, auto theft or material misrepresentation apply to such common owner, the applicable factor shall be used for both Collision and Comprehensive for each insured vehicle.

**B. Multi-Vehicle Policies**

The highest applicable factors for Collision and Comprehensive shall be assigned to the vehicle with the highest premium for Collision and Comprehensive respectively. Each subsequent vehicle shall be assigned the next highest applicable factor and so forth. If one or more of the extra-risk categories of insurance fraud, auto theft or material misrepresentation apply to the insured owner, the applicable factor shall be used for both Collision and Comprehensive for each insured vehicle.

**RULES 25 & 26. RESERVED FOR FUTURE USE**

## SECTION II - PRIVATE PASSENGER AUTOMOBILES

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

- A. A motor vehicle of the private passenger or station wagon type that is owned or leased under contract for a continuous period of at least twelve months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and is not used as a public or livery conveyance nor rented to others. A vehicle which meets the conditions of Rule 31, regarding the transportation of fellow employees, students or others for consideration, is included in this definition, provided such vehicle is not registered for carrying passengers for hire.
- B. A motor vehicle that is a pick-up or van, that is owned or leased under contract for a continuous period of at least 12 months by one or more individuals, excluding (1) partnerships, (2) corporations, (3) unincorporated business associations, and (4) other legal business entities with a federal employer identification number, and
  - 1. has a gross vehicle weight rating of less than 10,000 pounds or has a vehicle rating group assigned to it by the Automobile Insurers Bureau of MA (AIB), and
  - 2. is not used for the delivery or transportation of goods or materials unless such use is incidental to the insured's business of installing, maintaining or repairing furnishings or equipment.
- C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.
- D. An eligible vehicle under this rule whose title has been transferred to a trust may be insured under a policy issued by assignment through the MAIP, subject to the following requirements: the grantor of the trust must be an individual or lawfully married individuals residing in the same household, and must be the only insured(s) named in Item 1 of the Coverage Selections Page. All vehicle(s) insured under the policy must be owned by the trust. A vehicle owned by a trust in which the grantor is a partnership or corporation must be written under a commercial auto policy.

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

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

#### **A. Operator Classes**

- 10 Experienced Operator.** The operator has been licensed at least six years and is under the age of 65 and the automobile is not used in the occupation, profession or business of the insured.
- 15 Experienced Operator - age sixty-five or more.** The operator has been licensed at least six years and is sixty-five years of age or more and the automobile is not used in the occupation, profession or business of the insured.
- 17 Inexperienced Principal Operator - licensed three or more years.** The operator of the automobile has been licensed at least three years and less than six years and is the principal operator of the automobile.
- 18 Inexperienced Occasional Operator - licensed three or more years.** The operator has been licensed at least three years and less than six years and is not the principal operator of the automobile.
- 20 Inexperienced Principal Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.
- 21 Inexperienced Occasional Operator - licensed less than three years. No driver training.** The operator has been licensed less than three years, is not the principal operator of the automobile, and has not completed a Satisfactory Driver Training Program.

**25 Inexperienced Principal Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, is the principal operator of the automobile, and has completed a Satisfactory Driver Training Program.

**26 Inexperienced Occasional Operator - licensed less than three years. Driver training.** The operator has been licensed less than three years, has completed a Satisfactory Driver Training Program, and is not the principal operator of the automobile.

**Business Use.** The operator has been licensed at least six years and the automobile is used in the occupation, profession, or business of the insured. Going to or from the principal place of the occupation, profession or business of the insured is not considered business use.

## **B. Operators**

All operators of the insured automobiles must be listed on the Coverage Selections Page of the Policy. An operator is a person who has an operator's license, but does not include a person who has only a learner's permit.

### **1. Assignment of Operators to Automobiles**

a. If an insurer defers operators listed on a policy who are rated on an automobile insured by another Massachusetts private passenger motor vehicle insurance policy for the purposes of rating the policy on which they are listed in the voluntary market, this practice must be extended to the rating of policies assigned to it through the MAIP. If the insurer does not defer any listed operator under the policy for the purposes of rating the policy, the insurer shall not adopt that practice for the purposes of rating a policy assigned to it through the MAIP.

b. Each operator listed on the policy shall be assigned to an automobile on the policy based on the operator's class and merit rating in a manner which produces the highest Combined Premium (the sum of the premium for Parts 1, 2, 4, 5, 7, 8, and 9 for the operator's class and the operator's merit rating adjustment) for each automobile. The operators shall be assigned in order of the highest Combined Premium applied to the automobile with highest Base Premium (the automobile's Class 10 premium for Parts 1, 2, 4, 5, 7, 8, and 9) until all operators are assigned to an automobile, except that:

- i. If an inexperienced operator is the principal operator of a specific automobile, the automobile shall be rated with the appropriate inexperienced principal operator class and merit rating adjustment of that operator.
- ii. If an operator age 65 or over is the principal operator of a specific automobile and all operators listed on the policy have been licensed at least six years, the automobile shall be rated as Class 15 and that operator's merit rating adjustment shall be applied. However, if more than one listed operator is age 65 or over, Class 15 and the merit rating adjustments of the Class 15 operators shall be applied in the manner which produces the highest Combined Premium.
- iii. If only one operator is listed on the policy, all automobiles on the policy will be assigned the same principal operator classification and merit rating adjustment.
- iv. If each listed operator has been used in rating an automobile on the policy, any remaining automobiles shall be assigned the operator class and merit rating adjustment which produces the lowest Combined Premium, unless the automobile is subject to rating as Class 30.
- v. If more than one operator is listed on the policy, an operator cannot be assigned as the principal operator of more than one automobile on the policy until the other operators are assigned to an automobile.

c. The assignment of operators to automobiles applies regardless of the number of policies or insurers involved.

### **2. Excluded Operator**

If an operator who is a member of the household is to be excluded in rating a particular automobile to produce a lower premium charge, the policyholder must submit a signed statement that such operator does not and will not operate the automobile to be insured. The signed statement must be part of the Operator Exclusion Form, M-0106-S.

If any operator excluded by the Operator Exclusion Form operates the automobile, under any circumstances, the appropriate operator classification premium for the full policy period shall be charged and the company shall deny payment of any claim under the optional coverage for a collision or limited collision claim because the excluded operator was driving the automobile at the time of the accident. The company may elect not to charge the additional premium for the full policy period.

### **3. Driving Experience**

An operator new to Massachusetts must provide evidence of licensure from the state or country where the operator was previously licensed in order to assign the correct operator classification under this rule. If electronically available, the company will be responsible for obtaining the motor vehicle operator report from the other state or country. If necessary, a certified English translation may be required. No operator shall be assigned to Class 10 unless the operator has six or more years of driving experience.

The classification assigned to the operator is based on the number of years licensed in the other state or country and the completion of driver training, as established by the evidence of licensure. If no evidence of prior licensure is available, the operator may be assigned to Class 20 (inexperienced principal operator, licensed less than three years, no driver training) or Class 21 (inexperienced occasional operator, licensed less than three years, no driver training). The Massachusetts driving experience will be used thereafter to assign the operator classification.

### **4. Operator Use**

Operators will be classified by the amount of use of an insured automobile:

- Principal Operator – a person who has an operator's license and operates the insured automobile more than any other listed operator as determined by the percentage of use of the automobile.
- Occasional Operator – a person who has an operator's license and operates the insured automobile less than the principal operator.

## **C. Classification Changes**

Classification of each automobile shall be determined by the facts existing as of the effective date of the policy. Premium adjustments shall be made on a pro rata basis if changes occur during the policy period.

## **D. Satisfactory Driver Training Program**

1. Completion and receipt of a certificate under the Massachusetts Driver Education Program prescribed by the Registrar of Motor Vehicles, or
2. The presenting of satisfactory evidence (certificate signed by school officials) that such operators has successfully completed a driver education course in a state other than Massachusetts meeting the following standards:
  - a. The course had the official approval of the State Department of Education or other responsible state agency, and was conducted by:
    - (1) a recognized secondary school, college or university, or
    - (2) other school approved and supervised by the State Department of Education or other responsible state agency.
  - b. The course was conducted by instructors certified by the State Department of Education or other responsible state agency.
  - c. The course was composed of a minimum of thirty clock hours for classroom instruction, plus a minimum of twelve clock hours per student in the practice driving phase.

**RULE 29. RESERVED FOR FUTURE USE**

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

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

1. The option of electing a deductible shall be limited to individual insureds and shall apply only to private passenger vehicles as defined in this Section and motor homes owned by such insureds.
2. The eligible policyholder may select a deductible amount of \$100, \$250, \$500, \$1,000, \$2,000, \$4,000 or \$8,000.
3. The deductible applicable to the "Policyholder alone" is the only deductible available if the policyholder is the only member of the household, regardless of the number of vehicles which he owns. Lawfully married individuals having joint ownership and registration of a single motor vehicle which is the only vehicle in the household shall be considered to be an individual for purposes of paragraph 4 of this rule. In such a case the same form of deductible must apply to both of the lawfully married individuals.
4. Either the deductible for the policyholder "alone" or the policyholder and household members is available to a policyholder who has two or more members in his household and there is one motor vehicle in the household.
5. The deductible applicable to the policyholder and household members is the only deductible available for election if there are two or more members in the household, and also two or more motor vehicles insured for Personal Injury Protection by household members.
6. If two or more vehicles are insured under a single policy, the same deductible election shall apply to all vehicles insured under such a policy.
7. As used in this rule, the term "household members" means those persons living in the policyholder's household who are related to the policyholder by blood, marriage or adoption. This includes wards or foster children.

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

**RULE 31. TRANSPORTATION OF FELLOW EMPLOYEES**

If a private passenger motor vehicle has a seating capacity of not more than eight passengers other than the driver and is used to carry fellow employees, students or others for a consideration, expressed or implied, to or from, or near their place of employment or education, the premium to be charged shall be the otherwise applicable private passenger automobile premium. For vehicles in excess of eight passengers, refer to the rule for van pools in the commercial automobile manual.

**RULE 32. RESERVED FOR FUTURE USE**

**RULE 33. TOWING AND LABOR COST**

For Private Passenger Automobiles, refer to the Miscellaneous Rating Factors page for limits and premiums. Applicable regardless of the term of the policy or endorsement.

Refer to the assigned insurer's rating procedure for purposes of comparing the MAIP premiums to the assigned insurer's voluntary premiums.

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

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

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

Refer to Rule 22 to determine vehicle rating group. Use the base list price.

Refer to the assigned insurer's rating procedure for purposes of comparing the MAIP premiums to the assigned insurer's voluntary premiums.

**RULES 35 - 38. RESERVED FOR FUTURE USE**



### SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES

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

##### **A. Motor Homes**

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

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

Refer to the assigned insurer's rating procedure for purposes of comparing the MAIP premiums to the assigned insurer's voluntary premiums.

##### **B. Camper Bodies**

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

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

###### Vehicle Rating Group Pick-Up

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

###### Non-Vehicle Rating Group Pick-Up

1. Determine the base list price, and include the value of the camper body.
2. Based on the price developed in item 1 refer to Rule 22 to determine the vehicle rating group.
3. Develop the premium according to the vehicle rating group determined in item 2 and the model year indicated in the rate section.

Refer to the assigned insurer's rating procedure for purposes of comparing the MAIP premiums to the assigned insurer's voluntary premiums.

#### **RULE 40. RESERVED FOR FUTURE USE**

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

A motor vehicle may be insured on a stated amount basis when it can be clearly established that its value will produce an inadequate premium charge using normal rating procedures. An appraisal shall be made at the time of application to establish the current market value of the vehicle. The insurer shall verify the accuracy of the appraisal. The stated amount rate is determined as follows. The premium is then calculated in accordance with Rule 11 beginning with step 2.e.

### **Part 7:**

1. Identify the manual rate by class and territory.
2. Using the appraisal, identify the VRG from the VRG Assignment by Price Table in the Rate Section.
3. Identify the model year/VRG relativity from the Rate Section.
4. Identify the Stated Amount Divisor for the applicable VRG using the table in the Rate Section.
5. Determine the rate per \$100 of appraised value as:  $[(1) \times (3) \times 100] / (4)$  (rounded to the nearest cents).

### **Part 9:**

#### **Comprehensive**

1. Using the appraisal, identify the VRG from the VRG Assignment by Price Table in the Rate Section.
2. Identify the Stated Amount Comprehensive \$500 Deductible Rate per \$100 of appraised value for the applicable territory and VRG from the Rate Section.

#### **Fire**

1. Using the appraisal, identify the VRG from the VRG Assignment by Price Table in the Rate Section.
2. Identify the Stated Amount Fire \$500 Deductible Rate per \$100 of appraised value for the applicable VRG from the Rate Section.

#### **Theft**

1. Using the appraisal, identify the VRG from the VRG Assignment by Price Table in the Rate Section.
2. Identify the Stated Amount Theft \$500 Deductible Rate per \$100 of appraised value for the applicable territory and VRG from the Rate Section.

Endorsement MPY-0027-S titled Stated Amount Coverage must be issued with the policy.

## **RULE 42. SPECIALTY AND CLASSIC CARS AND MOTORCYCLES**

This Rule applies to any car or motorcycle that is twenty-five years old or less and is maintained solely for use in exhibitions, club activities, parades and other functions of public interest and is not used primarily for the transportation of passengers or goods over any way.

The merit rating plan does not apply to vehicles described in this Rule.

Endorsement MP-0003 titled Specialty and Classic Cars and Motorcycles must be issued with the policy

Refer to the Miscellaneous Motor Vehicles page in the Rate Section for premium determination.

## **RULE 43. LOW SPEED VEHICLES**

The term "low speed vehicle" shall include any 4-wheel motor vehicle that has a seventeen digit Vehicle Identification Number (VIN), has been issued a Certificate of Origin, has a gross vehicle weight rating (GVWR) of less than 3000 pounds, and has a top speed greater than 20 mph but not greater than 25 mph. The motor vehicle must be National Highway Traffic Safety Administration (NHTSA) certified as a "Low Speed Vehicle" demonstrated by the Certificate of Origin listing the body style as "LSV" or "Low Speed Vehicle" or by the Manufacturer's Certification Label posted on the vehicle containing the VIN and indicating the Type of Vehicle as "LSV" or "Low Speed Vehicle."

Rates for low speed vehicles are based on the class 10 rate times a factor. Refer to the Miscellaneous Motor Vehicles section for rating methods and factors. Refer to Rule 22 to determine the vehicle rating group. Annual mileage, multi-car, continuous coverage, low frequency, and class 15 discounts apply.

The merit rating status shall be determined as follows:

1. The merit rating status of operators shall be assigned to low speed vehicles in order of the highest merit rating status, after assignment to other private passenger vehicles on the policy.
2. If only one operator is listed on the policy, the merit rating status assigned to the low speed vehicle will reflect the merit rating status of the operator.
3. If the merit rating status of each listed operator has been used in rating an automobile on the policy, any remaining low speed vehicles shall be assigned the lowest merit rating status of the listed operators.

The merit rating adjustment shall be determined using the merit rating factor defined in Rule 56 applicable to Class 10 operators.

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

Experienced or inexperienced operator classifications apply to coverage parts 1, 2, 4, 5, 7 and 8. The experienced operator classification is applied when the operator of the motorcycle has been licensed to operate a motorcycle for at least six years. The inexperienced operator class is applied when the operator of the motorcycle has been licensed to operate a motorcycle for less than six years, or holds a motorcycle permit. When an inexperienced operator classification is applied to a motorcycle, the rates for parts 1, 2, 4, 5, 7 and 8 must be multiplied by a factor of 1.50. The merit rating assigned to an operator on a private passenger automobile insurance policy, if available, shall also be applied to the motorcycle policy. Operators assigned to motorcycles will also be considered for assignment to automobiles listed on the policy in accordance with Rule 28.

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

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

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

The multi-car discount does not apply to any motorcycle.

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

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

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

Group C - Cubic Centimeter Engine Displacement of 351-650.

Group D - Cubic Centimeter Engine Displacement over 650.

For Electric motorcycles, use the motorcycle rates for Vehicle Engine Size Group D as shown in the motorcycle rate section.

**Fire** - See motorcycle rate section.

**Theft** - See motorcycle rate section.

**Comprehensive** - See motorcycle rate section.

**Collision** - See motorcycle rate section.

**Limited Collision** - See motorcycle rate section.

**Substitute Transportation** – The charges for this coverage are on a per vehicle/per year basis for motorcycles. Refer to the motorcycle rate section for applicable premium and limits.

**Towing and Labor** – See motorcycle rate section.

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

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

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

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

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

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

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

Coverage for loss or damage to any electronic equipment that reproduces, receives, or transmits audio, visual or data signals, is excluded under the Massachusetts Automobile Insurance Policy, unless the electronic equipment has been permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment. However, electronic equipment which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment is covered up to \$1,000. Coverage in excess of \$1,000 is available, as follows:

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

Refer to the Miscellaneous Rating Factors page for premium charges.

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

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

The vehicle should be rated as follows:

**A. Vehicle Rating Group Pick-Up or Van**

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

**B. Non-Vehicle Rating Group Pick-Up or Van**

1. Determine the base list price, and include the value of the customized equipment.
2. Based on the price developed in Item 1, refer to Rule 22 to determine the vehicle rating group.
3. Develop the premium according to the vehicle rating group determined in Item 2 and the model year indicated in the rate section.

## SECTION IV - NON-OWNED AUTOMOBILES

### **RULE 48. RESERVED FOR FUTURE USE**

### **RULE 49. RESERVED FOR FUTURE USE**

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

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

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

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

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

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

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

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

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

#### Physical Damage Coverages

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

The premium for these coverages shall be the applicable private passenger class, vehicle rating group 21 and the latest model year shown in the manual for the territory in which the named individual resides.

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

**SECTION V - SUPPLEMENTAL INFORMATION**

**RULE 54. RESERVED FOR FUTURE USE**

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

General Laws Chapter 90, section 113S, and the implementing regulations, 211 CMR 94.00, require the pre-insurance inspection of private passenger motor vehicles. The following is a summary of the requirements of the regulation.

**Eligibility**

Unless specifically exempted or waived, all private passenger motor vehicles and pick-ups or vans having a gross vehicle weight up to 10,000 pounds are required to be inspected by an insurer prior to the issuance of physical damage coverages by the insurer. An insurer's decision to waive or not to waive an inspection pursuant to 211 CMR 94.00, shall not be based on the age, race, sex, or marital status of the applicant or the customary operators of the vehicle, the principal place of garaging, or the fact that the policy has been assigned to the insurer through the Massachusetts Automobile Insurance Plan.

**Exemptions to Inspection Requirement**

An inspection shall not be required if:

1. The motor vehicle is a new, unused motor vehicle from a franchised automobile dealership where the insurer is provided with either: a copy of the bill of sale which contains a full description of the motor vehicle, including all options and accessories; or a copy of the Registration and Title Application (RTA) provided by the Registry of Motor Vehicles, which establishes the transfer of ownership from the dealer to the customer and a copy of the window sticker or the dealer invoice showing the itemized options and equipment in addition to the total retail price of the vehicle.
2. The inspection is waived by the insurer.
3. Any private passenger motor vehicle not owned by the applicant, which is used by the applicant, with the permission of the owner, is a temporary substitute due to breakdown, repair, servicing, loss or destruction of the applicant's own motor vehicle.
4. The motor vehicle is leased less than six months, provided the insurer receives the lease or rental agreement containing a description of the leased motor vehicle, including its condition.
5. The inspection would cause a serious hardship to the insurer or the applicant.
6. The insurer has no inspection facility or authorized representative either in the city or town in which the motor vehicle is principally garaged or within five miles of said city or town.

An insurer may require an inspection of a motor vehicle otherwise exempt pursuant to 211 CMR 94.05(1) provided that the decision to inspect such motor vehicle is reasonable and supported by objective facts. An insurer shall maintain a written record of its reasons for requiring an inspection in situations that are otherwise exempt in the applicant's policy record.

**Waiver of Inspection**

An inspection may be waived if:

1. The motor vehicle is ten or more years older than the current calendar year.  
  
Example: For policies issued or renewed during calendar year 2010, inspection of all 2000 and older model year vehicles may be waived.
2. A non-owned vehicle is insured under a policy providing physical damage coverage issued by an insurer which has inspected such motor vehicle in accordance with the provisions of this regulation.

3. An individual applicant's coverage is submitted for assignment and the producer provides the new insurer with a copy of the inspection report completed on behalf of the previous insurer, documenting that the insured vehicle was physically inspected by the previous insurer. However, if the new insurer does not receive a copy of the inspection report sixty days prior to the first renewal date, the insurer shall require an inspection prior to the renewal policy effective date.
4. The motor vehicle is insured for physical damage on the applicant's expiring Massachusetts Automobile Insurance Policy provided there is no lapse in coverage, or when a copy of a prior inspection is provided.
5. The applicant has been a customer of the producer for at least three years under a Massachusetts Automobile insurance Policy which included physical damage coverage.
6. The applicant is assigned to an insurer and qualifies for a waiver in accordance with any waiver provisions for its voluntary business filed by the insurer with the Division of insurance at the time of the assignment.

An insurer shall maintain a written record of its reasons for not waiving an inspection in situations where it is permitted in the applicant's policy record.

### **Deferral of Inspection**

An insurer may defer an inspection for ten calendar days (not including legal holidays and Sundays) following the effective date of coverage if an inspection at the time of the request for coverage would create a serious inconvenience for the applicant.

If an insurer, pursuant to Rule 27 of the MAIP Rules of Operation, is required to provide physical damage coverage at the option of the applicant, it shall provide physical damage coverage as requested by the applicant, and may defer the inspection for ten calendar days (not including legal holidays and Sundays).

### **Inspection Procedures**

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

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

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

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

### **Driving Record/Experience Period**

Each listed operator on a policy is assigned a merit rate adjustment based on the operator's driving record. The merit rate adjustment is a percentage multiplied by the otherwise applicable premium to reflect the number, type, and age of at fault accidents and traffic violations of the rated operator during the policy experience period.

The policy experience period is the six years immediately preceding the effective date of the policy. At fault accidents or traffic violations that occurred more than five years prior to the policy effective date are not considered in the determination of the merit rate adjustment.

The Merit Rating Board will compute and report to the Insurer the merit rating code of each operator. The merit rating code will reflect the total number of at-fault accidents or violation points incurred during the six years preceding the policy effective date for each operator.

### **Operators New to Massachusetts**

If an application for insurance indicates that an operator new to Massachusetts was licensed outside of Massachusetts within the last six years or such operator is being added to an existing policy, the operator's policy experience period will begin as of the effective date of that policy until the insurer receives confirmation of the operator's merit rating information.



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

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

### **Classification of Points By Driving Infraction**

Points are assigned as follows:

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

An "at-fault" accident is one in which the insurer determines that the involved operator is more than 50% at fault.

For accidents occurring prior to July 1, 2015, a claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision of at least \$500 and up to \$2,000 constitutes a minor at-fault accident. A claim payment of more than \$2,000 constitutes a major at-fault accident.

For accidents occurring on or after to July 1, 2015, a claim payment for Bodily Injury Liability, Damage to Someone Else's Property, Collision or Limited Collision of more than \$1000 and up to \$5,000 constitutes a minor at-fault accident. A claim payment of more than \$5,000 constitutes a major at-fault accident.

An operator's total number of points is based on the number of years since the last at fault accident or traffic violation. If the most recent at fault accident or traffic violation occurred less than three years prior to the policy effective date, the total number of points is equal to the sum of the above point values for each driving infraction in the policy experience period. If the most recent at fault accident or traffic violation occurred more than three years prior to the policy effective date, and the number of driving infractions during the policy experience period is three or less, the total number of points is equal to the sum of the above point values for each driving infraction minus the number of driving infractions in the policy experience period. In no event shall the points for any at fault accident or traffic violation be reduced below zero.

Points are not assigned to a non-criminal minor motor vehicle traffic law violation if it is the first such violation.

### **Calculation of the Merit Rate Adjustment**

The merit rate adjustment is applied to Bodily Injury (Parts 1 and 5), PIP (Part 2), Property Damage (Part 4) and Collision (Part 7).

The merit rate adjustment is the last step in the rating process after all discounts and rating factors have been applied to the rate.

**Merit Rating Plan**

Calculation of Merit Rate Adjustments  
Percentages to Apply to Otherwise Applicable Premiums \*

<u>Merit Rating Code</u>	<u>Experienced Operators</u> (Rate Class 10, 15 or 30)		<u>Inexperienced Operators</u> (All Other Rate Classes)	
	<u>Parts 1, 2, 4 and 5</u>	<u>Part 7</u>	<u>Parts 1, 2, 4 and 5</u>	<u>Part 7</u>
	<u>Factors</u>			
99	-0.170	-0.170	NA	NA
98	-0.070	-0.070	-0.070	-0.070
0	0.000	0.000	0.000	0.000
<u>Surcharge Factors</u>				
1	+0.150	+0.150	+0.075	+0.075
2	0.300	0.300	0.150	0.150
3	0.450	0.450	0.225	0.225
4	0.600	0.600	0.300	0.300
5	0.750	0.750	0.375	0.375
6	0.900	0.900	0.450	0.450
7	1.050	1.050	0.525	0.525
8	1.200	1.200	0.600	0.600
9	1.350	1.350	0.675	0.675
10	1.500	1.500	0.750	0.750
11	1.650	1.650	0.825	0.825
12	1.800	1.800	0.900	0.900
13	1.950	1.950	0.975	0.975
14	2.100	2.100	1.050	1.050
15	2.250	2.250	1.125	1.125
16	2.400	2.400	1.200	1.200
17	2.550	2.550	1.275	1.275
18	2.700	2.700	1.350	1.350
19	2.850	2.850	1.425	1.425
20	3.000	3.000	1.500	1.500
21	3.150	3.150	1.575	1.575
22	3.300	3.300	1.650	1.650
23	3.450	3.450	1.725	1.725
24	3.600	3.600	1.800	1.800
25	3.750	3.750	1.875	1.875
26	3.900	3.900	1.950	1.950
27	4.050	4.050	2.025	2.025
28	4.200	4.200	2.100	2.100
29	4.350	4.350	2.175	2.175
30	4.500	4.500	2.250	2.250
31	4.650	4.650	2.325	2.325
32	4.800	4.800	2.400	2.400
33	4.950	4.950	2.475	2.475

# MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

34	5.100	5.100	2.550	2.550
35	5.250	5.250	2.625	2.625
36	5.400	5.400	2.700	2.700
37	5.550	5.550	2.775	2.775
38	5.700	5.700	2.850	2.850
39	5.850	5.850	2.925	2.925
40	6.000	6.000	3.000	3.000
41	6.150	6.150	3.075	3.075
42	6.300	6.300	3.150	3.150
43	6.450	6.450	3.225	3.225
44	6.600	6.600	3.300	3.300
45	6.750	6.750	3.375	3.375

\* Total merit rate adjustment is determined by multiplying the above percentages (for the appropriate points) to premiums by coverage (after all other applicable discounts and rating factors), rounding to the nearest whole dollar amount, and then summing the results for all coverages.

**RULE 57. RESERVED FOR FUTURE USE**

**RULE 58. REGISTRY OF MOTOR VEHICLES PROCEDURES**

The following is a general summary of Registry of Motor Vehicles procedures. For specific details about procedures, contact the Registry.

**Registration Requirements**

Registration is required for all vehicles and trailers. A complete Registration and Title Application (RTA) must be submitted, along with the previous owner's title or certificate of origin, or a bill of sale for a vehicle that has not been titled previously.

Six to eight weeks prior to the expiration date of registration, the Registry will mail an Application for Renewal card, which will identify current registration information for the vehicle and the owner of the vehicle. The owner of the vehicle is able to make certain changes on the application.

Use a RTA to make a change to information on a current registration that is not able to be made on the Application for Renewal card. The RTA may also be used to renew a current registration if a renewal card has not been received, change an existing license plate to another type of plate, such as a vanity plate, and re-register a vehicle for the same owner, if a new title is not required.

**Registration Transfer**

Valid plates from a previously-owned vehicle may be transferred to a newly acquired vehicle provided the owner is at least eighteen years old and has lost possession of the vehicle through either a transfer of ownership or sale of the vehicle.

An owner has seven (7) calendar days to operate a newly acquired vehicle with current plates before the transfer is processed at the Registry, and the intent of the owner is to transfer the registration from the previous vehicle to a newly acquired vehicle of the same type.

Restrictions on a registration transfer are: the owner must be the same on both vehicles, the transferred registration must be active, and the new vehicle must have the same type of plate.

**Salvage Title**

All vehicles for which an insurance company has made a total loss payment must be titled as a salvage vehicle except for vehicles 10 years or older. A vehicle which has a Salvage Title may not be provided with physical damage insurance until a new Certificate of Title is issued by the Registry. The Reconstructed or Recovered Theft Title will be awarded after the vehicle has passed a salvage inspection. The vehicle must be either towed to the salvage inspection site or a repair plate must be attached.

**PRIVATE PASSENGER ENDORSEMENTS  
ALPHABETICAL INDEX**

<b><u>TITLE</u></b>	<b><u>FORM NO.</u></b>
Agreed Amount – Comprehensive	MPY-0034-S (Ed. 04-08)
Coverage for Anyone Renting an Auto To You	M-0070-S (Ed. 04-08)
Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
Excess Electronic Equipment Coverage	MPY-0041-S (Ed. 04-08)
\$100 Glass Deductible	MPY-0039-S (Ed. 04-08)
Guest Occupants Exclusion – Motorcycles	M-0002-S (Ed. 04-08)
Massachusetts Mandatory Endorsement	M-0099-S (Ed. 12-16)
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S (Ed. 04-08)
Notice of Expiration of Policy Assignment Form	MP-0002 (Ed. 10-13)
Operator Exclusion Form	M-0106-S (Ed. 02-17)
Other Optional Insurance – Combined Additional Coverage	MPY-0031-S (Ed. 04-08)
Other Optional Insurance – Fire, Lightning and Transportation	MPY-0028-S (Ed. 04-08)
Other Optional Insurance – Theft	MPY-0029-S (Ed. 04-08)
Premium Calculation Disclosure Form	MP-0001 (Ed. 04-09)
Specialty and Classic Cars and Motorcycles	MP-0003 (Ed. 04-21)
Stated Amount Coverage	MPY-0027-S (Ed. 04-08)
Suspension of Coverage - Reduction of Limits	MPY-0032-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052-S (Ed. 04-08)
Waiver of Deductible	MPY-0016-S (Ed. 04-08)

**PRIVATE PASSENGER POLICY AND FORMS**

<b><u>TITLE</u></b>	<b><u>Edition</u></b>
Massachusetts Automobile Insurance Policy	2016 Ed.
Application for Massachusetts Motor Vehicle Insurance	2008 Ed.
Coverage Selection Page	2008 Ed.
Massachusetts Renewal Form	2008 Ed.
Annual Mileage Discount Form	2008 Ed.
Application for Benefit – Personal Injury Protection	
Statutory Notice of Cancellation	2017 Ed.
Legal Notice of Non-Renewal	2008 Ed.
Notice of Transfer of Insurer	

**RATING TERRITORIES SECTION****TERRITORY DEFINITIONS**

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

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

Counties are indicated by the Statistical Code Numbers as follows:

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

MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

CITY OF BOSTON

Definition	Rating Territory	Statistical Code
BOSTON CENTRAL - (Zip Codes 02108-02111, 02113-02116, 02118, 02133, 02199, 02203, 02210, 02215, 02222 )	23	821
BRIGHTON - (Zip Codes 02134, 02135, 02163)	24	822
CHARLESTOWN - EAST BOSTON - (Zip Codes 02128, 02129)	26	824
DORCHESTER - (North Dorchester and South Dorchester) - (Zip Codes 02122, 02124, 02125, 02126)	21	819
EAST BOSTON - CHARLESTOWN - (Zip Codes 02128, 02129)	26	824
HYDE PARK - (Zip Codes 02136)	20	818
JAMAICA PLAIN - (Zip Code 02130)	19	817
ROSLINDALE - (Zip Code 02131)	18	816
ROXBURY - (Including parts of Dorchester) (Zip Codes 02119, 02120, 02121)	22	820
SOUTH BOSTON - (Zip Code 02127)	25	823
WEST ROXBURY (Zip Code 02132)	17	815

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

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

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

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



MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

RATING TERRITORIES

City or Town	Rating Territory	Statistical Code	City or Town	Rating Territory	Statistical Code
A					
ABINGTON	8	010	CHARLESTOWN - Boston (Zip		
ACTON	27	630	Codes 02128, 02129)	26	824
ACUSHNET	7	230	CHARLTON	4	936
ADAMS	27	110	CHATHAM	27	051
AGAWAM	7	420	CHELMSFORD	2	612
ALFORD	27	170	CHELSEA	16	802
AMESBURY	2	310	CHESHIRE	27	130
AMHERST	5	510	CHESTER	1	440
ANDOVER	3	311	CHESTERFIELD	27	570
ARLINGTON	4	610	CHICOPEE	9	402
ASHBURNHAM	1	930	CHILMARK	27	081
ASHBY	1	670	CLARKSBURG	27	131
ASHFIELD	27	470	CLINTON	6	911
ASHLAND	5	631	COHASSET	4	732
ATHOL	3	910	COLRAIN	1	431
ATTLEBORO	5	210	CONCORD	27	613
AUBURN	6	931	CONWAY	27	473
AVON	11	730	CUMMINGTON	27	571
AYER	3	632	D		
B			DALTON	27	132
BARNSTABLE	5	021	DANVERS	5	313
BARRE	2	932	DARTMOUTH	7	211
BECKET	2	171	DEDHAM	8	712
BEDFORD	2	633	DEERFIELD	27	432
BELCHERTOWN	3	530	DENNIS	3	052
BELLINGHAM	3	731	DIGHTON	5	232
BELMONT	3	611	DORCHESTER - Boston (Zip		
BERKLEY	6	231	Codes 02122, 02124, 02125,		
BERLIN	27	933	02126)	21	819
BERNARDSTON	27	471	DOUGLAS	2	937
BEVERLY	5	312	DOVER	2	733
BILLERICA	5	634	DRACUT	6	614
BLACKSTONE	2	934	DUDLEY	3	938
BLANDFORD	3	490	DUNSTABLE	1	673
BOLTON	1	970	DUXBURY	3	031
BOSTON CENTRAL - (Zip Codes			E		
02108-02111, 02113-02116,			EAST BOSTON - Boston (Zip		
02118, 02133, 02199, 02203,			Codes 02128, 02129)	26	824
02210, 02215, 02222)	23	821	EAST BRIDGEWATER	6	032
BOURNE	4	050	EAST BROOKFIELD	2	973
BOXBOROUGH	27	671	EASTHAM	27	082
BOXFORD	3	370	EASTHAMPTON	3	511
BOYLSTON	2	971	EAST LONGMEADOW	6	441
BRAINTREE	8	710	EASTON	7	212
BREWSTER	27	080	EDGARTOWN	27	053
BRIDGEWATER	6	011	EGREMONT	27	172
BRIGHTON - Boston (Zip Codes			ERVING	27	433
02134, 02135, 02163)	24	822	ESSEX	2	330
BRIMFIELD	3	491	EVERETT	14	602
BROCKTON	45	002	F		
BROOKFIELD	3	935	FAIRHAVEN	7	213
BROOKLINE	8	702	FALL RIVER	13	201
BUCKLAND	27	430	FALMOUTH	3	054
BURLINGTON	4	635	FITCHBURG	7	902
C			FLORIDA	2	173
CAMBRIDGE	11	600	FOXBOROUGH	3	734
CANTON	8	711	FRAMINGHAM	9	615
CARLISLE	27	672	FRANKLIN	1	713
CARVER	7	030	FREETOWN	5	233
CHARLEMONT	27	472			

MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

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

MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

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

# MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

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