

The filing of a financial responsibility certificate of insurance as the result of a conviction of a motor vehicle violation requires the following premium adjustments to be added to the otherwise applicable premiums as follows:

1. Owners

- a. 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 multiplying the applicable percentage 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 and the total non-ownership liability premium, modified in accordance with any applicable rating plan.
- b. In all other cases, the additional premium shall be computed by multiplying the applicable percentage 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 any applicable rating plan.

2. Non-Owners

- a. If the policy is written to insure a Named Operator or Named Non-Owner, the additional premium shall be computed by multiplying the applicable percentage in Section B to the total bodily injury and property damage premium for the policy.
- b. If coverage is provided under a policy which has been extended to cover a named individual in accordance with the Use of Other Automobiles Rule (Rule 50), the additional premium shall be computed by multiplying the applicable percentage to the (1) bodily injury premium for the highest rated automobile insured under the policy for the rating territory in which the named individual is located, or (2) if there is no automobile at such location, the rates for a Class 30 private passenger automobile for the territory in which the named individual is located.

B. Additional Premium Percentages

- 1. The otherwise applicable premium will be increased by 50% if the certificate is required for a conviction listed below. This increase 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, the otherwise applicable premium will be increased by 5%.
 - 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. The otherwise applicable premium will be increased by 25% if the certificate is required for a conviction listed below. This increase 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, the otherwise applicable premium will be increased by 5%.
 - a. Driving a motor vehicle at an excess rate of speed where an injury to a person or damage to property actually results there from.
 - b. Driving a motor vehicle in a reckless manner where an injury to person or damage to property actually results there from.
- 3. The otherwise applicable premium will be increased by 5% if the certificate is required for any other cause

RULE 11. PREMIUM CALCULATION RULE

The following sequence shall be used in rating the policy. The manual rate includes any premium adjustment as may be necessary to increase, reduce or eliminate the deductible amount applicable to Parts 7, 8 and 9, or to apply Waiver of Deductible under Part 7.

- 1. Apply the appropriate rating factor under Rule 24 to the manual rate for Parts 7 and 9, if applicable.

2. Apply the appropriate rating factor under Rule 48 to the rate for Parts 7, 8 or 9, if applicable.
3. Apply the appropriate discount to the premium developed in Step 2. Refer to Rule 19 for a definition of the available discounts.

Parts 1 through 12 may be subject to more than one discount or rating factor. The order of application shall be (1) Annual Mileage, (2) Multi-car, (3) Passive Restraint, (4) Anti-theft, (5) Group, (6) Liberty Preferred, (7) Driver Training, (8) Good Student, (9) Driving Years, (10) License Years Factor, (11) Public Transit, (12) Class 15, (13) Driving Record Rating Plan Factor (Merit Rating Plan), (14) Early Shopper Discount, (15) Enrollment Credit, (16) Responsible Driver Factor, (17) Employee Parking Guard, and (18) Liberty Advantage Plus Charge. The discount or charge shall be rounded to the nearest dollar and cents after each application, with the exception of the final calculation which will be rounded down to the nearest whole dollar for Parts 1, 2, 3, 4, 5, 7, 8, 9, and 12 and rounded to the nearest dollar for all other Parts. Exception - Class 15 is rounded to the nearest dollar and cents.

When a policy is issued pursuant to assignment through the MAIP, the Responsible Driver Factor for customers newly purchasing or renewing with the basic coverage package described in the Division of Insurance bulletin 2009-13 will be the minimum of the MAIP base rate (adjusted for continuous coverage and low frequency discounts) divided by the Liberty base rate (adjusted for the passive restraint discount) currently in effect, and the otherwise applicable Responsible Driver Factor for each coverage within that package, to ensure that the final premium does not exceed the applicable premium threshold. On or after June 17, 2013, the comparison with MAIP premiums is applicable only for renewal policies. The basic coverage package described in the Division of Insurance bulletin 2009-13 includes the following coverages:

- 20/40 bodily injury liability (including guest and out-of-state coverage)
- \$8,000 personal injury protection, no deductible
- \$5,000 property damage liability
- 20/40 uninsured motorist coverage

RULE 12. WHOLE DOLLAR PREMIUM RULE

Unless otherwise specified, 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.

NOTE: The premium for "each exposure" means the premium developed for each coverage for each automobile after the application of all applicable discounts.

RULE 13. INSTALLMENT PAYMENT OF PREMIUMS

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 selected

RULE 14. DEPOSIT PREMIUM RULE

A deposit premium of no more than 30% of the applicable annual premium may be required prior to the issuance of a policy. 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, the entire policy premium charges are payable in advance.

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.

- b. A snowmobile and trailer designed to be towed by the snowmobile shall be considered one unit for determining the deductible amount to any loss, provided said trailer is described in the schedule on the endorsement.

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 driving record 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. The motorcycle shall be rated with the class and driving record rating of the principal operator of the motorcycle.

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 AS 2331 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

Fire - See Rate Pages (Section R)

Theft - See Rate Pages (Section R).

Comprehensive - See Rate Pages (Section R).

Collision - See Rate Pages (Section R).

Limited Collision - See Rate Pages (Section R).

Substitute Transportation – See Rate Pages (Section R).

Towing and Labor – See Rate Pages (Section R).

MASSACHUSETTS PRIVATE PASSENGER AUTOMOBILE INSURANCE MANUAL

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule, shall be eligible for a 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 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 Rate Pages (Section R) for a list of approved sites.

Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a discount if the motorcycle is equipped with a Vehicle Recovery System which falls under Category IV of the Anti-Theft Device Standards and Discounts, as defined in Rule 54. This discount is applicable to Comprehensive coverage or other combinations of specified perils which afford Theft coverage.

Refer to Rate Pages (Section R) for discount levels.

Coverage for vehicles rated in accordance with this Rule and not subject to the Compulsory Law shall be provided on a Personal Auto Policy without a Personal Injury Protection Endorsement.

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 symbol group.
3. Obtain the stated amount rate from the Rate Pages (Section R) 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 AS 2325 titled "Agreed Amount Coverage - Comprehensive" must be issued with the policy.

This rating procedure is not available for antique automobiles and antique motorcycles as defined in Rule 40.

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 AS 2329, "Excess Electronic Equipment Coverage," must be issued with the policy.

Refer to the Rate Pages (Section R) 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

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~~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 driving record rating. Any motorcycles remaining after assignment of all operators shall be assigned the classification and driving record rating 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 AS 2331 titled "Guest Occupants Exclusion" must be issued with the policy.

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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.

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Motorcycles subject to the Compulsory Law and classified in accordance with this Rule shall be eligible for a discount if the motorcycle is equipped with a Vehicle Recovery System which falls under Category IV of the Anti-Theft Device Standards and Discounts, as defined in Rule 54. This discount is applicable to Comprehensive coverage or other combinations of specified perils which afford Theft coverage.

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1. Determine the value of the equipment, including installation, in excess of \$1,000
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