

IMPORTANT NOTICE

Massachusetts law requires that you be notified of any reductions or eliminations made in coverages, conditions or definitions of your automobile insurance policy. You are notified that your policy is being changed as shown below. The exact protections you have should be determined by consulting your policy and Coverage Selections Page.

There are also word changes and deletions that have been made for simplification and clarification which are not listed as they are editorial changes and have no impact on the meaning of the policy.

Material changes to the policy sections are outlined as follows:

Part 1. Bodily Injury To Others

On Page 4, after the 3rd sentence, the sentence: "We will not pay for punitive or exemplary damages.", has been added to clarify the scope of the policy.

On Page 4 the phrase "or defend" is added after "We will not pay" to clearly state the company will not defend when a listed exclusion applies to a particular claim.

On Page 4, provisions have been added to exclude coverage for your auto while being used as, or available for use as, public or livery conveyance, including - ride-sharing services.

This provision also appears as exclusion under other coverages in the policy and is referenced in this Notice as the "public livery exclusion".

Part 2. Personal Injury Protection

The public livery exclusion has been added.

The policy adds exclusion 5: "We will not pay under this Part for injuries which occur while an auto is being used in any racing, speed, stunting, or demolition contest or activity." This provision appears as an exclusion under other coverages in the policy and is referenced in this Notice as the "racing exclusion."

Part 3. Bodily Injury Caused By An Uninsured Auto

Part 12. Bodily Injury Caused By An Underinsured Auto

On Page 8 and 24, an exception to the regular use exclusion is added to provide that the most that will be paid is \$35,000 per person and \$80,000 per accident if the additional coverage is shown on the Coverage Selections Page.

In Part 3, the public livery exclusion is added. Because the public livery exclusion also applies to all Optional Coverages, it is not specifically stated in Part 12.

In Part 3, page 9, the racing exclusion is added. Because the racing exclusion also applies to all Optional Coverages, it is not specifically stated in Part 12.

On Page 10, the first paragraph, and in Part 12, page 25, the sentence: "Unless otherwise agreed, all monetary awards not paid within thirty days after the receipt of the award shall bear

interest from the date of award at the rate allowed by statute.” has been added to clarify the scope of the coverage.

Part 4. Damage to Someone Else’s Property

The terms of the coverage have been simplified and a sentence has been added to clarify that any payment does not include compensation for physical damage to your auto, the towing or recovery of your auto, or any intangible loss.

The ride sharing exclusion and the racing exclusion have been added to the coverage.

Optional Insurance

The ride sharing exclusion and the racing exclusion have been added to apply to all optional coverages.

Part 5. Optional Bodily Injury to Others

The phrase “and such accident arises out of the ownership, maintenance, or use of an auto by you or the household member” has been added to the end of the first sentence.

The sentence: “We will not pay punitive or exemplary damages.” has been added at the end of the first paragraph.

On Page 14, after “we will not pay” “or defend” is added.

An exclusion for “any liability assumed under any contract or agreement,” is added to clarify the scope of the coverage.

Part 6. Medical Payments

Exclusion 6 is added: “Any person who contributed to his or her injury while operating an auto (a) while under the influence of alcohol, marijuana, or a narcotic drug, (b) while committing a felony or seeking to avoid arrest by a police officer, or (c) with the specific intent of causing injury to himself, herself, or others.”

Exclusion 7 is added: “Anyone who is entitled to benefits under workers’ compensation law or similar law for the same injury.”

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

Part 7. Collision

Part 8. Limited Collision

Part 9. Comprehensive

The sentence: “We will not pay for any decrease in value claimed to result from the loss.” Has been added to each coverage to clarify its scope.

The following sentence has been added in each coverage to clarify what will be paid: "The cost to physically repair the auto is the competitive price, which we secure from a licensed repair facility under our direct payment plan. Unless you have purchased agreed amount coverage, actual cash value of the auto will be determined at the time of the loss. Actual Cash value may include an adjustment for depreciation and betterment and for the physical condition of the auto." This clarifies what will be paid under these coverage parts.

The following sentence has been added in each coverage to clarify what will be paid: "The amount we will pay for towing, recovery and storage of your auto will be limited to the amounts, inclusive of all fees, established by law and regulation of the Massachusetts Department of Public Utilities for the removal of motor vehicles by policy order or from private property." The sentence "We will not pay for any liability assumed under any other contract or agreement." has been added in each coverage to clarify the intent of the policy.

Part 10. Substitute Transportation Rental Reimbursement

The amount of coverage has been clarified by adding: "Reimbursement for rental charges and transportation expenses will end the earliest of when your auto has been returned to you, repaired or replaced. We will pay only for a period of time which is reasonable for having your auto repaired or replaced. If your auto is deemed by us to be a total loss, reimbursement for rental charges and transportation expenses will end three business days after we offer to pay the actual cash value under Part 7, Part 8, or Part 9."

General Provisions And Exclusions

General Provision 3B, Additional Costs We Will Pay, has been adjusted to specify when payment on interest starts.

The last sentence of General Provision 5 has been deleted .

General Provision 22, Assignment, has been added to the policy to inform the policyholder that the company will not be bound to an assignment of any interest under the policy without its knowledge or consent.

Cancellation

The cancellation provision has been changed to make it conform to the state law on cancellation.