October 22-25, 2026 I Sheraton Boston Hotel

MAIA'S BIG EVENT 2026

Conference & Trade Show

Celebrating Independence!

10/23/2026
3:45 pm - 4:45 pm

BAP vs. MAP... If You Have the Choice, Which Is Better?

MAIA'S BIG EVENT 2026
Conference & Trade Show
Celebrating Independence!

BAP
v.
MAP …
If you have the choice ….

with

Irene Morrill, CPCU, CIC, ARM, CRM, CRIS, MLIS, LIA, CPIW

This program is designed to provide accurate and authoritative information in regard to the subject matter covered. It is provided with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional person should be sought.

With special thanks to the Insurance Services Office, Inc. for advance information, continued support, and permission to use their forms and information.

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Eligibility ….MAP and BAP

Is everything that is eligible for the BAP also eligible for the MAP?



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Eligibility ….MAP

MASSACHUSETTS PRIVATE PASSENGER RESIDUAL MARKET AUTOMOBILE INSURANCE MANUAL

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.

Individually owned

Registered MA

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Eligibility ….MAP prior to 5/2024

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.

NO public or livery – UBER

Rental to others – relay rides/flightcar

Cars,

Pickups & Vans if

1. under 10,000 lbs

Or

2. Has symbol

NO delivery unless incidental

4

Eligibility ….MAP- MAIP after 5/2024

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, van, or SUV 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 16,000 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.

Cars,

Pickups & Vans if
1. **under 16,000 lbs**

Or
2. **Has symbol**

NO delivery unless incidental

NO public or livery – UBER
Rental to others – relay rides/flightcar

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Eligibility …. 2016 MAP

5. Your Auto – means:

A. The vehicle or vehicles described on the Coverage Selections Page.

B. Any auto while used as a temporary substitute for the described auto while that auto is out of normal use because of a breakdown, repair, servicing, loss or destruction. But the term "your auto" does not include a substitute vehicle owned by you or your spouse.

C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing,

maintaining or repairing furnishings or equipment.

Under Parts 1, 2, 3, 4, 5 and 6 the term "your auto" also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

Definition of YOUR AUTO reinforces

Cars,

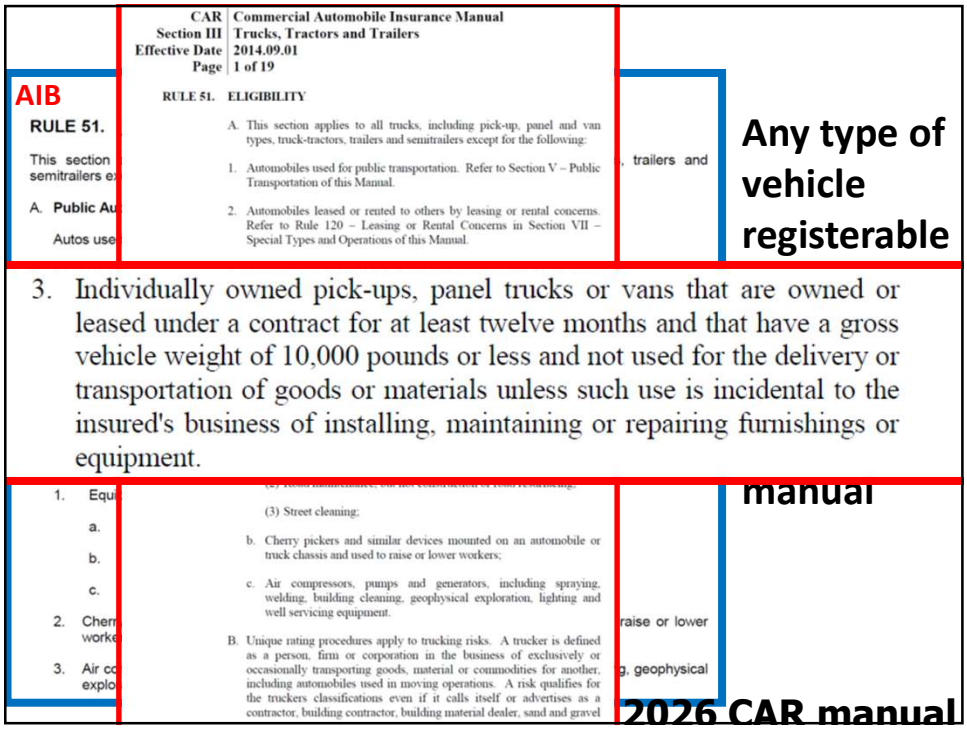
Pickups

Vans

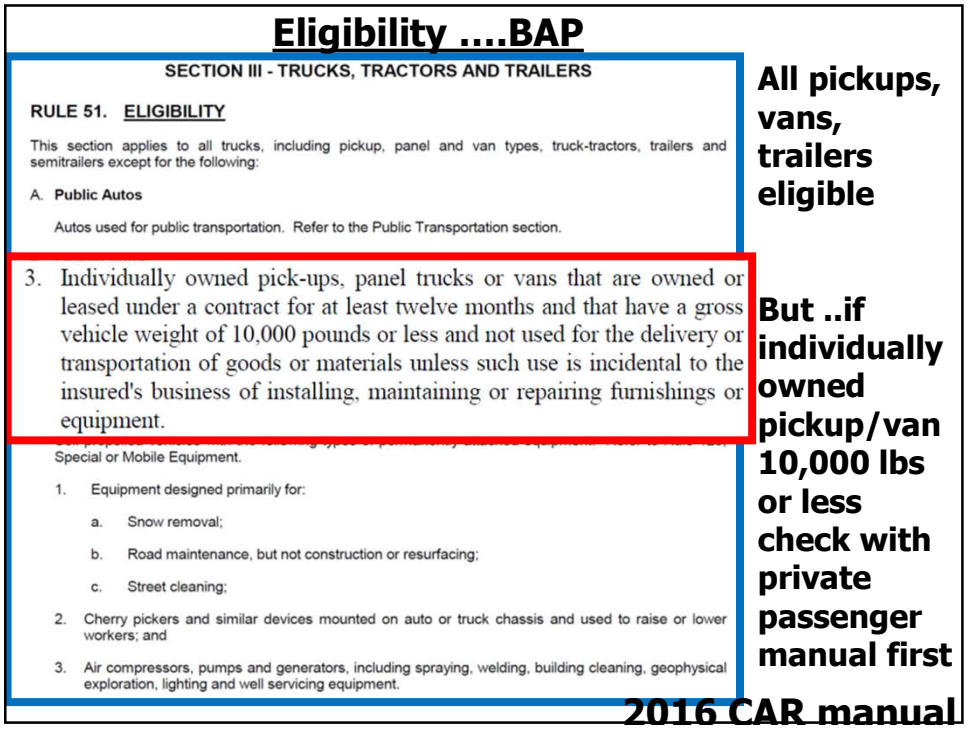
can be acquired

Nothing "larger" than these vehicle types

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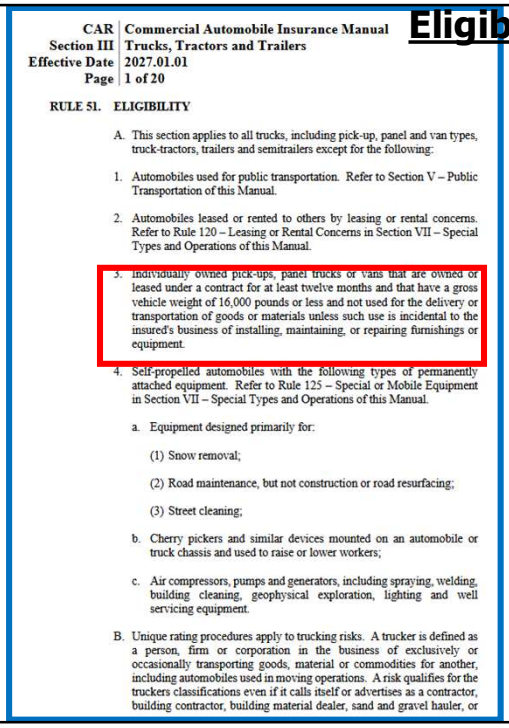

CAR | Commercial Automobile Insurance Manual
Section III | Trucks, Tractors and Trailers
Effective Date | 2014.09.01
Page | 1 of 19
RULE 51. ELIGIBILITY
A. This section applies to all trucks, including pick-up, panel and van types, truck-tractors, trailers and semitrailers except for the following:
1. Automobiles used for public transportation. Refer to Section V – Public Transportation of this Manual.
2. Automobiles leased or rented to others by leasing or rental concerns. Refer to Rule 120 – Leasing or Rental Concerns in Section VII – Special Types and Operations of this Manual.
AIB
RULE 51.
Any type of vehicle registerable
3. Individually owned pick-ups, panel trucks or vans that are owned or leased under a contract for at least twelve months and that have a gross vehicle weight of 10,000 pounds or less and 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.
manual
(3) Street cleaning;
b. Cherry pickers and similar devices mounted on an automobile or truck chassis and used to raise or lower workers;
c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
B. Unique rating procedures apply to trucking risks. A trucker is defined as a person, firm or corporation in the business of exclusively or occasionally transporting goods, material or commodities for another, including automobiles used in moving operations. A risk qualifies for the truckers classifications even if it calls itself or advertises as a contractor, building contractor, building material dealer, sand and gravel
2026 CAR manual

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Eligibility ….BAP
SECTION III - TRUCKS, TRACTORS AND TRAILERS
RULE 51. ELIGIBILITY
This section applies to all trucks, including pickup, panel and van types, truck-tractors, trailers and semitrailers except for the following:
A. Public Autos
Autos used for public transportation. Refer to the Public Transportation section.
All pickups, vans, trailers eligible
3. Individually owned pick-ups, panel trucks or vans that are owned or leased under a contract for at least twelve months and that have a gross vehicle weight of 10,000 pounds or less and 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.
But ..if individually owned pickup/van 10,000 lbs or less check with private passenger manual first
Special or Mobile Equipment.
1. Equipment designed primarily for:
a. Snow removal;
b. Road maintenance, but not construction or resurfacing;
c. Street cleaning;
2. Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
2016 CAR manual

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Eligibility ….BAP-CAR



CAR | Commercial Automobile Insurance Manual
Section III | Trucks, Tractors and Trailers
Effective Date | 2027.01.01
Page | 1 of 20

RULE 51. ELIGIBILITY

A. This section applies to all trucks, including pick-up, panel and van types, truck-tractors, trailers and semitrailers except for the following:

1. Automobiles used for public transportation. Refer to Section V – Public Transportation of this Manual.

2. Automobiles leased or rented to others by leasing or rental concerns. Refer to Rule 120 – Leasing or Rental Concerns in Section VII – Special Types and Operations of this Manual.

3. Individually owned pick-ups, panel trucks or vans that are owned or leased under a contract for at least twelve months and that have a gross vehicle weight of 16,000 pounds or less and 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.

4. Self-propelled automobiles with the following types of permanently attached equipment. Refer to Rule 125 – Special or Mobile Equipment in Section VII – Special Types and Operations of this Manual.

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or road resurfacing;

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on an automobile or truck chassis and used to raise or lower workers;

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

B. Unique rating procedures apply to trucking risks. A trucker is defined as a person, firm or corporation in the business of exclusively or occasionally transporting goods, material or commodities for another, including automobiles used in moving operations. A risk qualifies for the truckers classifications even if it calls itself or advertises as a contractor, building contractor, building material dealer, sand and gravel hauler, or

All pickups, vans, trailers eligible

But ..if individually owned pickup/van <16,000 lbs and not used for delivery check with private passenger manual first

2027 CAR manual

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Eligibility ….BAP – AIB rule

RULE 52. PREMIUM DEVELOPMENT - OTHER THAN ZONE RATED AUTOS

A. **Eligibility**

This rule applies to:

1. All light trucks and trailers used with light trucks.

2. All other trucks, tractors and trailers which regularly operate within a 200-mile radius from the street address of principal garaging. For those autos regularly operating beyond a 200-mile radius, refer to Rule 55, Premium Development - Zone Rated Autos.

Other than zone rated … trucks rating – again, AIB rule

CAR rule formatted differently

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Eligibility ….BAP

RULE 53. PREMIUM DEVELOPMENT – SPECIFIED CAR BASIS – OTHER THAN ZONE RATED AUTOMOBILES

A. Determine the rating territory code from the Territory Schedule in the Rate Section in accordance with the provisions of Rule 52.D. – Trucks, Tractors and Trailers Classifications.

B. Determine the Combined Rating Factor

Determine the classification code and the combined rating factor as follows:

1. Determine whether the risk is classified as fleet or non-fleet according to Rule 52 – Trucks, Tractors and Trailers Classifications.
2. Determine the primary rating factor from the applicable Trucks, Tractors and Trailers Primary Classifications Rating Factors and Statistical Codes table in the Rate Section based on size class, business use class and radius class in accordance with Rule 52 – Trucks, Tractors and Trailers Classifications.
3. Determine the secondary rating factor from the Secondary Classification Table in the Rate Section based on the special industry classification.
4. Determine the combined rating factor by adding the secondary rating factor to the primary rating factor.

Rule 53, Trucks, Tractors

class, business use class

n the Rate Section based

to, or subtracting it from,

e radius, use the primary

Need to determine classification codes and factors to rate

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Eligibility – BAP or MAP

If a vehicle is NOT eligible for the MAP …then it WILL be eligible for the BAP ..

Definitely all vehicles of any type owned by:

- **Corporation**
- **Association**
- **Partnership**
- **LLC, LLP, etc.**

Cars …individually owned …used as public or livery conveyance – rented to others

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Eligibility ….BAP

MASSACHUSETTS COMMERCIAL
AUTOMOBILE INSURANCE MANUAL

SECTION III - TRUCKS, TRACTORS AND TRAILERS

RULE 51. ELIGIBILITY

This section applies to all trucks, including pickup, panel and van types, truck-tractors, trailers and semitrailers except for the following:

A. **Public Autos**

Autos used for public transportation. Refer to the Public Transportation section.

B. **Leased Autos**

Autos leased or rented to others by leasing or rental concerns. Refer to Rule 117, Leasing or Rental Concerns.

C. **Individually Owned Autos**

Individually owned pickups, panel trucks or vans. Refer to the Private Passenger Auto Insurance Manual.

D. **Self-Propelled Mobile Equipment**

Self-propelled vehicles with the following types of permanently attached equipment. Refer to Rule 123, Special or Mobile Equipment.

1. Equipment designed primarily for:
   a. Snow removal;
   b. Road maintenance, but not construction or resurfacing;
   c. Street cleaning;
2. Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

AIB manual more "vague" .. but always see if eligible for MAP …first

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Private Passenger Plate Definition

A private passenger motor vehicle for registration purposes is any vehicle:

a) Which has a vehicle weight rating or curb weight of 6,000 lbs. or less as per the manufacturer's description of said vehicle; or is a sport utility vehicle or passenger van as per the manufacturer's description of said vehicle; or which is a pickup truck or cargo van with a Gross Vehicle Weight Rating (GVWR) of 16,000 lbs. or less as per manufacturer's description of said vehicle, or which is a vehicle used solely for official business by any college or university police department whose officers are appointed as special police officers by the colonel of the state police under M.G.L. c. 22C, § 63; and,

b) Which, if a pickup truck or cargo van with a Gross Vehicle Weight Rating (GVWR) of 16,000 lbs or less as per manufacturer's description of said vehicle, , is registered or leased to an individual or individual trust, and is used solely for personal use; or is registered or leased to a college or university police department as described in subparagraph (a); and,

c) Which, other than a Personal Transportation Network Vehicle, is not described elsewhere in 540 CMR 2.05.

The terms passenger vehicle, passenger car, automobile and pleasure passenger vehicle are synonymous with Private Passenger Motor Vehicle. For the avoidance of doubt, the Private Passenger Motor Vehicle shall include, but not be synonymous with, Personal Transportation Network Vehicle. For the purposes of M.G.L. c. 90D, § 15A, the term "pleasure vehicle" shall include any motor vehicle, as defined in M.G.. C. 90D, §1, that is registered to one or more person(s) and is not registered or used for commercial purposes.

Eligibility …. plates

Source: 540 CMR 2.05
05/01/24

Private Passenger Insurance Definition (MAIP)

A private passenger automobile for insurance purposes is:

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 lease 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 that 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 in not registered for carrying passengers for hire.

B. A motor vehicle that is a pick-up, van or SUV, 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 16,000 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.

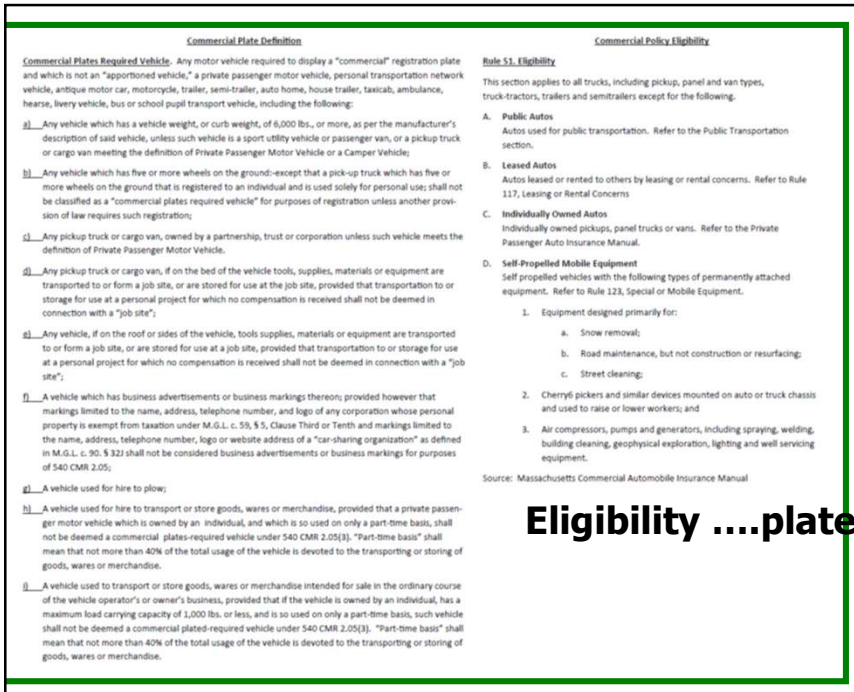
C. Gross Vehicle Weight Rating means the value specified by the manufacturer as the loaded weight of a single vehicle.

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 names insured and Endorsement M-0070-S, "Coverage For Anyone Renting An Auto To You" must be attached to the policy.

Source: 2024 MAIP Private Passenger Automobile Insurance Rules

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Commercial Plate Definition

Commercial Plates Required Vehicle. Any motor vehicle required to display a "commercial" registration plate and which is not an "apportioned vehicle," a private passenger motor vehicle, personal transportation network vehicle, antique motor car, motorcycle, trailer, semi-trailer, auto home, house trailer, taxicab, ambulance, hearse, livery vehicle, bus or school pupil transport vehicle, including the following:

a) Any vehicle which has a vehicle weight, or curb weight, of 6,000 lbs., or more, as per the manufacturer's description of said vehicle, unless such vehicle is a sport utility vehicle or passenger van, or a pickup truck or cargo van meeting the definition of Private Passenger Motor Vehicle or a Camper Vehicle;

b) Any vehicle which has five or more wheels on the ground:-except that a pick-up truck which has five or more wheels on the ground that is registered to an individual and is used solely for personal use; shall not be classified as a "commercial plates required vehicle" for purposes of registration unless another provision of law requires such registration;

c) Any pickup truck or cargo van, owned by a partnership, trust or corporation unless such vehicle meets the definition of Private Passenger Motor Vehicle.

d) Any pickup truck or cargo van, if on the bed of the vehicle tools, supplies, materials or equipment are transported to or form a job site, or are stored for use at the job site, provided that transportation to or storage for use at a personal project for which no compensation is received shall not be deemed in connection with a "job site";

e) Any vehicle, if on the roof or sides of the vehicle, tools supplies, materials or equipment are transported to or form a job site, or are stored for use at a job site, provided that transportation to or storage for use at a personal project for which no compensation is received shall not be deemed in connection with a "job site";

f) A vehicle which has business advertisements or business markings thereon; provided however that markings limited to the name, address, telephone number, and logo of any corporation whose personal property is exempt from taxation under M.G.L. c. 59, § 5, Clause Third or Tenth and markings limited to the name, address, telephone number, logo or website address of a "car-sharing organization" as defined in M.G.L. c. 90. § 32J shall not be considered business advertisements or business markings for purposes of 540 CMR 2.05;

g) A vehicle used for hire to plow;

h) A vehicle used for hire to transport or store goods, wares or merchandise, provided that a private passenger motor vehicle which is owned by an individual, and which is so used on only a part-time basis, shall not be deemed a commercial plates-required vehicle under 540 CMR 2.05(3). "Part-time basis" shall mean that not more than 40% of the total usage of the vehicle is devoted to the transporting or storing of goods, wares or merchandise.

i) A vehicle used to transport or store goods, wares or merchandise intended for sale in the ordinary course of the vehicle operator's or owner's business, provided that if the vehicle is owned by an individual, has a maximum load carrying capacity of 1,000 lbs. or less, and is so used on only a part-time basis, such vehicle shall not be deemed a commercial plated-required vehicle under 540 CMR 2.05(3). "Part-time basis" shall mean that not more than 40% of the total usage of the vehicle is devoted to the transporting or storing of goods, wares or merchandise.

Commercial Policy Eligibility

Rule 51. Eligibility

This section applies to all trucks, including pickup, panel and van types, truck-tractors, trailers and semitrailers except for the following.

A. **Public Autos**
Autos used for public transportation. Refer to the Public Transportation section.

B. **Leased Autos**
Autos leased or rented to others by leasing or rental concerns. Refer to Rule 117, Leasing or Rental Concerns

C. **Individually Owned Autos**
Individually owned pickups, panel trucks or vans. Refer to the Private Passenger Auto Insurance Manual.

D. **Self-Propelled Mobile Equipment**
Self propelled vehicles with the following types of permanently attached equipment. Refer to Rule 123, Special or Mobile Equipment.

1. Equipment designed primarily for:
   a. Snow removal;
   b. Road maintenance, but not construction or resurfacing;
   c. Street cleaning;
2. Cherry6 pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Source: Massachusetts Commercial Automobile Insurance Manual

Eligibility ….plates

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Questions to ponder
Is it BAP or PAP?

1. **Irene's Cleaning Service, Inc. 8000 lb. PU truck**

BAP – ownership by a corporation

2. **Irene Morrill's 15,000 P/U used in cleaning business**

Depends on manual use –
current mAIP – whether or not has symbol ..as under 16,000 lbs

3. **Irene Morrill ,dba Irene's Cleaning Service**

Depends – if registered to Irene's cleaning – BAP
If registered to Irene Morrill EIN – BAP …
if registered to Irene Morrill with personal driver's license - MAP

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4. **Irene Morrill's 17,000 lb. pickup used to plow snow in winter**

It depends ….on date of manual use
BAP – if NO symbol
MAP if truck is "symbolled"

5. **Bud Morrill's 9,000 lb pickup used to plow snow in the winter**

MAP – whether or not has symbol ..as under 10,000 lbs or 16,000 lbs

6. **Irene Morrill's 16,000 lb. van used for pleasure**

Depends on date of manual …but newest

– If has a symbol …MAP

If NO symbol …BAP

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Acquiring vehicles during policy period

Is there automatic coverage under the MAP and BAP when vehicles are acquired during policy period?



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Newly acquired auto coverage – MAP

5. Your Auto – means:

A. The vehicle(s) described on the Coverage Selections Page.

B. Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term **your auto.** However **your auto** does not include a substitute vehicle owned by you.

C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing,

Add'l auto

V.

Replacement auto

MUST TAKE TITLE

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Newly acquired auto coverage – MAP

Automatic Termination

Massachusetts law provides that your policy automatically terminates and a Notice of Cancellation will not be sent to you when:

1. You return the registration plates for **your auto** to the Registry of Motor Vehicles.

2. You purchase a new policy with another company covering **your auto** and a new Certificate of Insurance is filed with the Registry of Motor Vehicles.

3. You transfer title to **your auto**, and **you** do not register another auto. In this case, the policy will terminate 30 days from the date of transfer of title.

However, if more than one auto is described on the Coverage Selections Page, the termination of coverage applies only to the auto involved in any of the situations described above.

Replacement vehicle covered for 30 days (from date lose possession of vehicle that company currently insuring)

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CA 00 01 11 20 same

COMMERCIAL AUTO
CA 00 01 10 13

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

Newly acquired auto coverage – BAP

Symbols 1-6 "fleet automatic"

Symbol 7 – specified vehicles only

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Newly acquired auto coverage – BAP

19	Mobile Equip-ment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insur-ance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Symbol 19 – designed for liability – "fleet automatic"

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Newly acquired auto coverage – BAP 2016 and prior editions

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5** or **6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

BAP has more specific provision of what coverage available for replacement or additional … and how long

23

Newly acquired auto coverage – BAP 2020 editions

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

Same as prior editions but adds #3 – treat long term leased vehicle as owned auto

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Newly acquired auto coverage – BAP – ALL editions

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5** or **6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

Bap not mention "take title" …
Just acquire

25

Newly acquired auto coverage – BAP

Massachusetts law provides that your policy automatically terminates when:
1. You return the registration plates for a covered "auto" to the Registry of Motor Vehicles.

2. You purchase a new policy with another company covering a covered "auto" and you file a new Certificate of Insurance with the Registry of Motor Vehicles.

3. If you transfer title to a covered "auto" and you do not register another auto, this policy will terminate 30 days from the date of transfer of title.

However, if more than one covered "auto" is described on the Declarations, the termination of coverage applies only to the "auto" involved in one of the situations described above.

Like MAP …
states replacement vehicle covered for 30 days –
in MM 9911 MA amendatory endorsement …
though BAP does this anyway!

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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

Newly acquired auto coverage – BAP – all editions

SYMBOL 7

Replacement vehicle

Gets:
1) Coverage of vehicle it replaces

2) For 30 days

SYMBOL 7
Additional vehicle

Gets:
1) Coverage that currently applies to ALL owned autos
2) For 30 days

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Newly acquired auto coverage – BAP

ITEM TWO

Schedule Of Coverages And Covered Autos
This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit Or Deductible	Premium
Compulsory Bodily Injury		$ 25,000 each person $ 50,000 each accident	$
Personal Injury Protection		$ 8,000 each person	
LIABILITY INSURANCE			
Optional Bodily Injury		$ each person $ each accident	$
Property Damage (Compulsory Limit $30,000)		$ each accident	$
Covered Autos Liability		$ each accident	$
Medical Payments		$ each insured	$
Uninsured Motorists (Compulsory Limits - $25,000/50,000)		$ each person $ each accident	$
Underinsured Motorists		$ each person $ each accident	

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Newly acquired auto coverage – BAP

EXAMPLE

Vehicle #1	Vehicle #2	Vehicle #3	Vehicle #4
Liab	Liab	Liab	Liab
MP		MP	
Coll	Coll		
Comp		Comp	Comp
UM	UM	UM	UM
PIP	PIP	PIP	PIP

Which coverages apply to a 5th vehicle purchased?

LIAB, UM, PIP

29

Newly acquired auto coverage – BAP

EXAMPLE

Vehicle #1	Vehicle #2	Vehicle #3	Vehicle #4	Vehicle #5
Liab	Liab	Liab	Liab	
MP		MP		
Coll	Coll			
Comp		Comp	Comp	Comp
UM	UM	UM	UM	
PIP	PIP	PIP	PIP	

Which coverages apply to a 6th vehicle purchased?

NONE

30

Trailers and MAP or BAP

Do the BAP and MAP policies treat trailers the same way?



31

Trailers and MAP

4. **Auto** – means a land motor vehicle or **trailer** but does not include:
A. Any vehicle operated on rails or crawler treads.

B. Any vehicle or **trailer** while it is located for use as a residence or premises. We will consider such a vehicle to be an auto while it is being used on public roads or for recreational use.

MAP – trailers can be "autos"

"trailer" – bolded …defined in MAP

32

Trailers and MAP

MAP – trailers covered … if

Designed to be pulled by ..

No weight issue

6. Trailer – means a vehicle designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van, or similar vehicle and designed for use on public roads. This includes a farm wagon or a farm implement.

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Trailers and MAP

5. Your Auto – means:

A. The vehicle(s) described on the Coverage Selections Page.

B. Any auto while used as a temporary substitute for the described auto with the consent of the owner while the described auto is out of normal use because of a breakdown, repair, servicing, loss, or destruction. This does not include a motorcycle. However, if a motorcycle is the vehicle described on the Coverage Selections Page, then a motorcycle used as a temporary substitute is included in the term **your auto.** However **your auto** does not include a substitute vehicle owned by you.

C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van or similar vehicle, to which you take title or lease as a permanent replacement for a described auto or as an additional auto. We provide coverage for an additional auto only if you ask us to insure it within seven days after you take title or the effective date of the lease.

If a replacement or additional auto is a pick-up truck, van or similar vehicle, it must not be used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining or repairing furnishings or equipment.

For Parts 1, 2, 3, 4, 5 and 6 the term **your auto** also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

Parts 1-6 free

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BAP and the trailer – 2013/2010 edition

definitions

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

P. "Trailer" includes semitrailer.

ANY trailer allowed …

section after symbols

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

but not always "free"

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BAP and the trailer –2020 edition

definitions

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

P. "Trailer" includes semitrailer.

ANY trailer allowed …

section after symbols

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.

but not always "free" – not covered if > 3000 GVWR

36

1. Irene has (2) vehicles under a MAP
2025 with "full coverage"
2015 with Liab, UM, PIP only

a) She trades in the 2012 for a 2027 - what coverage is available for 2027?

"Full coverage" – applicable to 2025

b) She trades in the 2015 for a 2019

Liab, UM, PIP

c) She buys a 3rd vehicle - a 2016

"whatever" ….at LEAST "full coverage"!

d) She buys a utility trailer with a load capacity of 5,000 lb. on the way home it becomes loose and injures someone, what coverage will the MAP provide?

Parts 1-6 if purchased on PAP

37

Irene has (2) vehicles under a MA BAP - symbol 7 for all coverages
2025 with "full coverage"
2017 with Liab, UM, PIP only

a) She trades in the 2025 for a 2027 - what coverage is available for 2017?

The "full coverage" of the 2025

b) She trades in the 2017 for a 2019

The coverage of the 2017 – Liab, UM PIP

c) She buys a 3rd vehicle - a 2024

ONLY LIAB, UM, PIP – coverage that applies to all currently owned autos

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d) She buys a utility trailer with a load capacity of 5,000 lb. on the way home it becomes loose and injures someone, what coverage will the BAP provide?

ONLY LIAB, UM, PIP – coverage that applies to all currently owned autos (trailer is an auto – newly acquired)

What about if she has had it for 45 days?

NO COVERAGE …if not LISTED on the BAP … only trailers with load capacity of 2000 lbs or less - or GVWR of 3000 lbs or less will receive free liability coverage

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Trailers and MAP

Insured has 2026 F-250 with physical damage rating symbol.

He has a MAP with class 30 as registered to personal driver license info.

He has a landscaping business and uses a utility trailer in this business.



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Trailers and MAP

The trailer was detached from the truck at the jobsite.

The trailer started to roll down an incline and struck a brand new Lamborghini parked on the side of the road.

Will the MAP pay for the damages to the Lamborghini?





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Trailers and MAP

The following exclusion applies to Part 4 Damage to Property of Others and Part 5 Optional Bodily injury

2008 MAP

While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or to pick-up trucks, vans, or similar vehicles not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

Oops …no give back for trailer ….

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Trailers and MAP

The following exclusion applies to Part 4 Damage to Property of Others and Part 5 Optional Bodily injury

2016/2026 MAP

While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

Oops …no give back for trailer ….

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Auto non-ownership – BAP v. MAP

Responsibility for other vehicles … is there coverage under the MAP and BAP?



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Auto non-ownership and MAP

Part 4. Damage to Someone Else's Property	Under this Part, we will pay damages to someone else whose auto or other property is damaged in an accident. The damages we will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. We will pay only if you, or a **household member**, is legally responsible for the accident. We will also pay if someone else using **your auto** with your consent is legally responsible for the accident. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.
Part 5. Optional Bodily Injury to Others	Under this Part, we will pay damages to people injured or killed in accidents if you or a **household member** is legally responsible for the accident. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement.

Coverage "built" in … "free"

2008 MAP

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Auto non-ownership and MAP

Part 4. Damage To Someone Else's Property.	Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a **household member,** or someone else using **your auto** with your consent is legally responsible for the accident. The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, **your auto** or other auto used by you or a **household member** with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.
Part 5. Optional Bodily Injury To Others.	Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

Coverage "built" in … "free" for Part 5 but Part 4????

2016/2026 MAP



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Auto non-ownership and – BAP – 2010/2013/2020

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

It's all about "symbols"

Need symbol "1" or 8 – hired auto AND 9 – auto non-ownership

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

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Auto non-ownership and BAP 2010,2013/2020

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

It's all about "symbols" for covered auto

Need symbol "1" or 8 – hired auto AND 9 – auto non-ownership

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense," even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement.

Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the "suit" by tendering, or paying the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

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Auto non-ownership and BAP – all editions

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

Insured covered for ….

"covered auto" = symbol

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Auto non-ownership and BAP

Rate BAP …. Differently

Rate for owned

Rate for non-owned

7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).

9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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1. PAP/MAP - I ask you to go to the store for me and you are involved in an accident.

If I am sued:
will MY policy cover me?

Yes … if I am "legally responsible"

Will MY policy cover YOU?

NO …my policy only covers someone using MY AUTO

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2. I am helping you to back into a parking space by "guiding you".
You listen to my directions and damage a parked vehicle. You do not have auto insurance.
If I am sued:

a. Will my PAP/MAP cover me?

Yes … if I am "legally responsible"

b. Will my PAP/MAP cover YOU?

NO …my policy only covers someone using MY AUTO

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3. **BAP - I ask you to go to the store for me and you are involved in an accident.**
   If I am sued:
   a. **will MY policy cover me?**

If liability coverage activated by symbol 1 or 9

   b. **Will MY policy cover YOU?**

NO …only covers "you" …and someone using a vehicle YOU own, hire, borrow … assuming you have the proper symbols

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4. **I am helping you to back into a parking space by "guiding you".**

   You listen to my directions and damage a parked vehicle. You do not have auto insurance.
   If I am sued:

   a. **Will my BAP cover me?**

If liability coverage activated by symbol 1 or 9

   b. **Will my BAP cover YOU?**

NO …only covers "you" …and someone using a vehicle YOU own, hire, borrow … assuming you have the proper symbols

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hired auto coverage and MAP and BAP

Do the MAP and BAP apply to hired autos in the same way?





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hired auto coverage and MAP

Coverage "built" in … "free" – 2008 MAP

Part 4. Damage to Someone Else's Property	Under this Part, we will pay damages to someone else whose auto or other property is damaged in an accident. The damages we will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. We will pay only if you, or a **household member**, is legally responsible for the accident. We will also pay if someone else using **your auto** with your consent is legally responsible for the accident. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.
Part 5. Optional Bodily Injury to Others	Under this Part, we will pay damages to people injured or killed in accidents if you or a **household member** is legally responsible for the accident. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement.

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Hired/borrowed and MAP

Part 4. Damage To Someone Else's Property.	Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a **household member,** or someone else using **your auto** with your consent is legally responsible for the accident. The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, **your auto** or other auto used by you or a **household member** with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.
Part 5. Optional Bodily Injury To Others.	Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

Coverage "built" in … "free" for Part 5 but Part 4????

2016/2026 MAP

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hired auto coverage – liability and physical damage MAP

Physical Damage issues … MAP – hired autos

Part 7. Collision	Under this Part, we will pay for any direct and accidental damage to **your auto** caused by a **collision.** It does not matter who is at fault. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. However, we will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest
Part 8. Limited Collision	Under this Part, we will pay in some situations for direct and accidental damage to **your auto** caused by a **collision.** We will also pay in these situations for damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. However, we will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.
Part 9. Comprehensive	Under this Part, we will pay for direct and accidental damage to or loss of **your auto** other than damage caused by **collision.** We will also pay for such damage or loss to other private passenger autos while being used by you or a **household member** with the consent of the owner. However, we will not pay for such damage or loss to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will reimburse you for substitute transportation expenses if **your auto** is stolen. This Part is not a substitute for Collision (Part 7) or Limited Collision (Part 8).

2016/2026 MAP still will

MAP will respond to

"other private passenger autos"

If used with consent of the owner

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hired auto coverage – liability and physical damage MAP

What does the term private passenger auto mean??

just cars?

pickups and vans?

trailers???



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Hired auto and – BAP – all editions

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense," even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement.

Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the "suit" by tendering, or paying the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

It's all about "symbols" for covered auto

Need symbol "1" or
8 – hired auto
AND
9 – auto non-ownership

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Hired auto and – BAP – all editions

It's all about "symbols"

Need symbol "1" or 8 – hired auto AND 9 – auto non-ownership

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

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Hired auto and - BAP

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

Insured covered for ….

"covered auto" = symbol

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Physical Damage issues – BAP hired

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

Need Symbol 8 to activate coverage for borrowed/rented vehicles ….or company specific endorsement

63

Physical Damage issues – BAP hired

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Ded. For Each Covered Auto. See Item Four for Hired or Borrowed Autos (A maximum deductible may also apply. Refer to Coverage Form for details.)	$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Ded. For Each Covered Auto. See Item Four for Hired or Borrowed Autos (A maximum deductible may also apply. Refer to Coverage Form for details.)	$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair. Whichever Is Less, Minus $ Ded. For Each Covered Auto. See Item Four for Hired or Borrowed Autos	$
Physical Damage Limited Collision Coverage		Actual Cash Value or Cost of Repair. Whichever Is Less Minus $ Ded. For Each Covered Auto. See Item Four for Hired or Borrowed Autos	
Physical Damage Towing And Labor		$ For Each Disablement Of A Private Passenger Auto.	$
		Premium For Endorsements	**$**
		Estimated Total Premium*	**$**
*This Policy May Be Subject To Final Audit.			

64

Physical Damage issues – BAP hired

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. **Comprehensive Coverage**
   From any cause except:
   (1) The covered "auto's" collision with another object; or
   (2) The covered "auto's" overturn.

   b. **Specified Causes Of Loss Coverage**
   Caused by:
   (1) Fire, lightning or explosion;
   (2) Theft;
   (3) Windstorm, hail or earthquake;
   (4) Flood;
   (5) Mischief or vandalism; or
   (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

   c. **Collision Coverage**
   Caused by:
   (1) The covered "auto's" collision with another object; or
   (2) The covered "auto's" overturn.

Coverage applies to "covered autos" .. Meaning WHAT symbols activate coverage for physical damage

65

Hired auto and BAP

Rate BAP …. Differently

Rate for owned (7) or (1)

Rate for hired (8)

8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

RARELY can one get "hired auto" for physical damage. If one does …it applies to "any auto"

Otherwise …some companies have a coverage extension …READ IT …WHAT DO YOU GET????

66

Hired auto and MAP

Your insured has a MAP with class 30. He is a carpenter. The insured has a "big job" and needs a lot of materials. He goes to Home Depot.

He can rent a small dump truck for cheap money and make ONE run to jobsite as opposed to a few of them



If he has an accident along the way … causing BI/PD and collision damage to dump truck what will the MAP do??

67

Hired auto and MAP

NOTHING …. Dump truck not covered for business use

While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or to pick-up trucks, vans, or similar vehicles not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

2008 MAP

Remember this Part 4 and 5 exclusion???

68

Hired auto and MAP

NOTHING …. Dump truck not covered for business use

While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment. **2016/2026 MAP**

Remember this Part 4 and 5 exclusion???

69

Hired auto and MAP

NOTHING ….dump truck not a private passenger auto

Part 7. Collision

Under this Part, we will pay for any direct and accidental damage to your **auto** caused by a **collision.** It does not matter who is at fault. We will also pay for **collision** damage to other private passenger autos while being used by you or a **household member** with the consent of the owner. However, we will not pay for damage to any auto which is owned or regularly used by you or a **household member** unless a premium for this Part is shown for that auto on the Coverage Selections Page. We will not pay if an accident occurs while an auto covered under this Part is being operated in any prearranged or organized racing, speed, stunting or demolition contest or activity or in practice or preparation for any such contest or activity.

Remember the discussion of Part 7 other private passenger auto???

70

Hired auto and BAP

Your insured has a BAP. He is a carpenter. The insured has a "big job" and needs a lot of materials. He goes to Home Depot.



He can rent a small dump truck for cheap money and make ONE run to jobsite as opposed to a few of them

If he has an accident along the way … causing BI/PD and collision damage to dump truck what will the MAP do??

71

Hired auto and BAP

If he has the proper symbol

Symbol 1 or 8 for liability

Symbol 8 for collision …

or company specific endorsement that works

72

Delivery or public or livery – BAP v. MAP

If insured drives for UBER …. Will the MAP respond?

Will the BAP?



73

Public or livery conveyance activity 2008 MAP

Part 4 Damage to Someone Else's Property

We will not pay for property damage which occurs:

1. While **your auto** is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.

Exclusions applicable to ALL optional coverages:

We will not pay under any of the Optional coverages:

1. If the accident happens while **your auto** is being used as a public or livery conveyance. This does not apply to the use of **your auto** in a share-the-expense car pool arrangement or in an expense reimbursement program either as a volunteer or at work.

NO COVERAGE – Parts 4-12 -2008

74

Public or livery conveyance activity 2016/2026 MAP

The AIB 2016/2026 MAP will also exclude coverage under parts 2 and 3 …

PIP

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

Part 3

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

75

Public or livery conveyance activity 2016/2026 MAP

The AIB 2016/2026 MAP new exclusionary language 4-12

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

Part 1 also has exclusion

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

76

What is "public or livery conveyance"?

Vehicle used indiscriminately in conveying the public, and not limited to certain persons and particular occasions or governed by special terms. The words "public conveyance" imply the holding out of the vehicle to the general public for carrying passengers for hire. The words "livery conveyance" have about the same meaning. (language **from numerous court cases)**

77

Public or livery conveyance activity MAP

When language was changed …to public or livery FROM "carrying people or property" … AIB … stated:

This exclusion was reworded to eliminate the coverage position increasingly taken by insurers that the prior exclusionary language pertaining to accidents occurring while the insured auto was "carrying anyone or anything for a fee", precluded coverage from applying to the occasional use of an insured auto (generally used as a private passenger vehicle to deliver pizzas or other similar items in the course of an insured operator's employment."

78

Pub

THERE is n ***nder the BAP ....***

If one tran ***or such ....***

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COMMERCIAL AUTO
CA 23 44 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:
   a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph **2.** does not apply.
   b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph **2.** is added.
2. **Public Or Livery Passenger Conveyance**

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
   a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph **2.** does not apply.
   b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph **2.** is added.

CA 23 44 11 16 © Insurance Services Office, Inc., 2016 Page 1 of 2

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CAR has created its own longer rule

TH ***e BA***

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2. Non-Zone Rated Automobiles – Determination of Rating Territory

For automobiles classified under this rule that are not subject to zone rating, the rating territory shall be determined by the highest rated territory through which or in which the public automobile operates. The highest rated territory is the territory with the highest manual premiums for compulsory and optional bodily injury liability at $20,000 per person, $40,000 per accident and $5,000 property damage as shown on the Public Automobiles Liability rate pages in the Rate Section. A rating territory other than the highest rated territory may apply if the risk supplies credible documentation that 80% or more of the public automobile's operation is outside the highest rated territory. In that case, assign the territory of the automobile's highest percentage of operation. If the automobile's highest percentage of operation is outside of Massachusetts, assign the highest rated Massachusetts territory, regardless of the automobile's Massachusetts operations.

Refer to the Territory Definitions in the Rate Section.

80

CAR

THERE is n… under the BAP ….

3-page endorsement find on commauto.com

COMMERCIAL AUTO
CR 99 06 02 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MASSACHUSETTS GARAGE INSURANCE POLICY COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes in Covered Auto Liability Coverage
The following exclusion is added:

Public or Livery Passenger Conveyance and On-Demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured's business listed in the Declarations.

B. Changes in Physical Damage Coverage
The following exclusion is added:

Public or Livery Passenger Conveyance and On-Demand Delivery Services

We will not pay for "loss" to any covered "auto while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

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Delivery or public or livery – BAP v. MAP

What if insured delivers pizza – just does that … no other duties

If there is an accident will the client have coverage?

For BI/PD and collision???





82

Delivery or public or livery – BAP v. MAP



Could this be considered a livery conveyance??

Possibly … courier services, delivery for hire is just as much a livery issue as UBER or taxi services

MAP could be a problem …with public or livery conveyance exclusions

83

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COMMERCIAL AUTO
CR 99 06 02 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MASSACHUSETTS GARAGE INSURANCE POLICY COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes in Covered Auto Liability Coverage
The following exclusion is added:

Public or Livery Passenger Conveyance and On-Demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured's business listed in the Declarations.

B. Changes in Physical Damage Coverage
The following exclusion is added:

Public or Livery Passenger Conveyance and On-Demand Delivery Services

We will not pay for "loss" to any covered "auto while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

-1 of 3-

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Delivery or public or livery – BAP v. MAP

What if "delivery" is just part of job … such as working for Pizza hut …and clean tables, wait on customers, make pizzas … deliver them



Or florist shop …work in shop and make deliveries

If an accident will MAP apply?



85

Delivery or public or livery – BAP v. MAP

2008 MAP will still have a problem for Parts 4 and 5

While anyone is using a vehicle in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos, or to pick-up trucks, vans, or similar vehicles not used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

AIB never intended the delivery to apply to ppa if not public or livery but some companies interpreted otherwise

86

Delivery or public or livery – BAP v. MAP

2016/2026 MAP will still have a problem for Parts 4 and 5 only for pickups and vans

While anyone is using an auto in the course of any business other than the business of selling, servicing, repairing or parking autos. This exclusion does not apply to private passenger autos. It applies to pick-up trucks, vans, or similar vehicles used for the delivery or transportation of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

The "period" after private passenger autos shows the delivery issue ONLY applies to pickups and vans



87

Pollution and the BAP or MAP

If the insured is transporting barrels of oil to jobsite and pickup tips over spilling contents …will policy pay pollution clean up?



Or a landscaper and "chemicals" fall out of pickup … is there clean up?



88

Pollution Exposure - MAP

There is NO exclusion in the MAP under Parts 4 (PD) or 5 (OBI)… so

The policy would have to respond to … defense of and payout if negligent



Could be a big exposure for insured's who use their pickup or van in business

What about painters, oil, other chemicals used by occupations such as pest exterminators

89

Pollution Exposure - BAP

NO coverage for transportation of pollutants …. under ISO BAP

BAP DOES cover pollutant liability from those pollutants that make vehicle run …oil, diesel fuel, transmission fluid



SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

B. Exclusions

This insurance does not apply to any of the following:

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or owned by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollut-

B. Exclusions

The Pollution Exclusion is changed by the following:

Paragraph a.(1)(2) only applies to damages payable for "bodily injury" or "property damage" that exceed the limits of insurance we are required to sell you under Massachusetts law. Those limits are $40,000 each person and $90,000 each "accident" for "bodily injury" and $30,000 each "accident" for "property damage." This change, however, does not apply to liability assumed under a contract or agreement.

90

Pollution Exposure - BAP

MM 99 11 provides some "minimal coverage"

B. Exclusions

The Pollution Exclusion is changed by the following: Paragraph a. (1)(2) only applies to damages payable for "bodily injury" or "property damage" that exceed the limits of insurance we are required to sell you under Massachusetts law. Those limits are $40,000 each person and $90,000 each "accident" for "bodily injury" and $30,000 each "accident" for "property damage." This change, however, does not apply to liability assumed under a contract or agreement.

91

MM 99 55 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS - MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Except for liability assumed under a contract or agreement, this insurance also applies to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" that are, or that are contained in any property that is:
   a. Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
   b. Otherwise in the course of transit by or on behalf of the "insured."
2. For the purposes of this endorsement, Exclusion B.6. Care, Custody or Control is replaced by the following:
   "Property damage" to or "covered pollution cost or expense" involving property owned by the "insured".

B. Changes in Definitions

For the purpose of this endorsement, Paragraph D. of the Definition Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".



BAP

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

MA pollution endorsement only give back a.1 and a.2 – NOT a.3

92

Pollution Exposure - BAP

MM 99 55 10 13

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is being stored, disposed of, treated or processed in or upon "the covered auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraphs b and c above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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Need for additional insured option

Your client insured under the MAP needs to prove additional insured status to get a job

Is this possible?

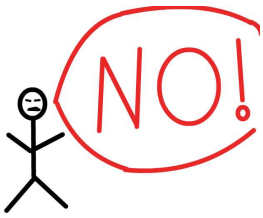


94

Need for additional insured option

No … there is NO option for this under the MAP

There is NO coverage for the vicarious liability of others under the MAP



95

Need for additional insured option

Part 4. Damage to Someone Else's Property	Under this Part, we will pay damages to someone else whose auto or other property is damaged in an accident. The damages we will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. We will pay only if you, or a **household member**, is legally responsible for the accident. We will also pay if someone else using **your auto** with your consent is legally responsible for the accident. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.
Part 5. Optional Bodily Injury to Others	Under this Part, we will pay damages to people injured or killed in accidents if you or a **household member** is legally responsible for the accident. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement.

MAP only covers others USING your auto

Above is 2008

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Need for additional insured option

Part 4. Damage To Someone Else's Property.	Under this Part, we will pay for damage or destruction of the tangible property of others caused by an accident and arising from the ownership, maintenance, or use of an auto, including loading and unloading. The amount we will pay is the amount the owner of the property is legally entitled to collect through a court judgment or settlement for the damaged property. We will pay only if you, a **household member,** or someone else using **your auto** with your consent is legally responsible for the accident. The amount we will pay includes, if any, applicable sales tax and the loss of use of the damaged property. The amount we will pay does not include compensation for physical damage to, or towing or recovery of, **your auto** or other auto used by you or a **household member** with the consent of the owner, or any decreased value or intangible loss claimed to result from the property damage unless otherwise required by law.
Part 5. Optional Bodily Injury To Others.	Under this Part, we will pay damages to people injured or killed in an accident if you or a **household member** is legally responsible for the accident and such accident arises out of the ownership, maintenance, or use of an auto by you or the **household member**. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement. We will not pay punitive or exemplary damages.

MAP only covers others USING your auto
MAP 2016/2026



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Need for additional insured option

Your client insured under the BAP needs to prove additional insured status to get a job

Is this possible?


ACORD CERTIFICATE OF LIABILITY INSURANCE

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Need for additional insured option

MM 99 50 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes in Covered Auto Liability Coverage:

Who Is An Insured is changed to include the person or organization named in this endorsement, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto."
2. Any other person, while using a covered "auto" with your permission.

Additional insured:

Important endorsement to meet many contract requirements

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Need for additional insured option

What if company won't offer … then what …

1. **Who Is An Insured**

   The following are "insureds":

   a. You for any covered "auto".

   b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

      (1) The owner or anyone else from whom you hire or borrow a covered "auto".

      This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

   c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

Argue that the ISO BAP does it for "free" … provide insured status for an entity legally responsible for actions of "covered auto"

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Contractual liability

BAP excludes if not "insured contract"

B. Exclusions

This insurance does not apply to any of the following:

1. **Expected Or Intended Injury**

   "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. **Contractual**

   Liability assumed under any contract or agreement.

   But this exclusion does not apply to liability for damages:

   a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

   b. That the "insured" would have in the absence of the contract or agreement.

If not add Add'l insured endorsement – there is contractual liability coverage

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Contractual liability

Not in handout

2008 MAP covers you if legally responsible

Part 4. Damage to Someone Else's Property	Under this Part, we will pay damages to someone else whose auto or other property is damaged in an accident. The damages we will pay are the amounts that person is legally entitled to collect for property damage through a court judgment or settlement. We will pay only if you, or a **household member**, is legally responsible for the accident. We will also pay if someone else using **your auto** with your consent is legally responsible for the accident. Damages include any applicable sales tax and the costs resulting from the loss of use of the damaged property.
Part 5. Optional Bodily Injury to Others	Under this Part, we will pay damages to people injured or killed in accidents if you or a **household member** is legally responsible for the accident. We will also pay damages if someone else using **your auto** with your consent is legally responsible for the accident. The damages we will pay are the amounts the injured person is entitled to collect for bodily injury through a court judgment or settlement.

No contractual liability exclusion in 2008 MAP

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Contractual liability

2016/2016 MAP excludes under Part 5
VERY dangerous for people in business since there is no AI endorsement for MAP

6. For liability assumed under any other contract or agreement.



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Certificate of insurance and primary and non-contributory

BAP … any commercial lines …certificates are "usual"

MAP …no good reason NOT to issue …but remember you can't make anyone an "additional insured"

Also with MAP there is no Primary and non-contributory endorsement as there is for the BAP

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Certificate of insurance and primary and non-contributory

BAP … any commercial lines …certificates are "usual"

MAP …no good reason NOT to issue …but remember you can't make anyone an "additional insured"

Also with MAP there is no Primary and non-contributory endorsement as there is for the BAP

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COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Regardless of whether the vehicle qualifies for a MAP ….

A REAL business person is better served with a business auto policy

Along with a BOP or CGL …

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Thank you for attending…

BAP v. MAP
if you have the choice

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