PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – MAINE

The following amendments change the policy. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, minimum limits means the following limits of liability as required by Maine law, to be provided under a policy of automobile liability insurance:

A. $50,000 for each person, subject to $100,000 for each accident, with respect to "bodily injury"; and

B. $25,000 for each accident with respect to "property damage".

DEFINITIONS

The following is added:

"Covered rental vehicle", as defined in Title 24-A §2927, means a private passenger auto, a sport utility vehicle, a pickup truck, or a van rented to you or a "family member", through a written agreement for a term of 45 or fewer continuous days, by any person or organization, including franchisees, in the business of providing private passenger motor vehicles to the public, regardless of where that rental vehicle is registered, rented, or operated.

PART A – LIABILITY COVERAGE

The **Supplementary Payments** provision is replaced by the following:

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

A. Up to $250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.

B. Premiums on appeal bonds and bonds to release attachments in any suit we defend.

C. Up to $200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.

D. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The **Insuring Agreement** provision is replaced by the following:

INSURING AGREEMENT

We will pay for direct and accidental loss to "your covered auto" or a "covered rental vehicle", including its "equipment", minus any applicable deductible shown in the Declarations or Schedule, when such loss is caused by:

A. "Other than collision" only if the Declarations or Schedule indicate that **Other Than Collision Coverage** is provided for that auto.

B. "Collision" only if the Declarations or Schedule indicate that **Collision Coverage** is provided for that auto.

For loss to a "covered rental vehicle", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations or Schedule.

The following is added to the **Limit of Liability** provision:

For direct and accidental loss or damage to a "covered rental vehicle" or its equipment we will pay the amount necessary to repair or replace the property, whichever is less, minus any applicable deductible shown in the Declarations or Schedule. If loss to more than one rented vehicle results from the same "collision" only the highest applicable deductible will apply.

The following provision is added:

LOSS OF USE EXPENSES

This provision applies only when there is a loss to a "covered rental vehicle" payable under this policy.

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A. We will pay, without application of a deductible, for verifiable loss of use expenses:

1. That are for a continuous period of up to 30 days; and
2. For which you become legally responsible in the event of loss to a “covered rental vehicle”.

B. If the loss is caused by other than a total theft of a “covered rental vehicle”, our payment will be limited to that period of time reasonably required to repair or replace the “covered rental vehicle”.

C. If the loss is caused by a total theft of a “covered rental vehicle”, we will pay only expenses incurred during the period:

1. Beginning from the time of the theft; and
2. Ending when the “covered rental vehicle” is returned to use or we pay for its loss.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following statement is added:

Your notice of an accident or loss to your licensed Maine agent of ours is equivalent to notice to us.

PART F – GENERAL PROVISIONS

The **Concealment or Misrepresentation** provision is replaced by the following:

CONCEALMENT OR MISREPRESENTATION

We do not provide coverage if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

Under the **Legal Action Against Us** provision, paragraph C. is replaced by the following:

C. Under **PART D**, suit or action must start within 2 years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

Under the **Our Right To Recover Payment** provision, the following is added:

With respect to **PART B**, we shall be entitled to a recovery under paragraph A. or B. only if:

1. We have the written approval of such person; or
2. The person has been fully compensated for damages.

Any recovery by us shall be reduced by our pro rata share of such person’s attorney’s fees incurred in obtaining the recovery from another source.

Under the Private Pleasure Use provision, paragraph C. is replaced by the following:

C. Used for any intentional illegal act by any person. However, this exclusion C. would not apply to motor vehicle infractions.

Under the **Regular Use Vehicle Requirement** provision, paragraph B.3. is replaced by the following:

3. To the extent allowed by law, we have the right to cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

The **Termination** provision is replaced by the following:

TERMINATION

The following provisions apply to policies with 4 or less “your covered autos”.

A. Cancellation. This policy may be canceled during the policy period as follows:

1. The Named Insured shown in the Declarations may cancel by:
   a. Returning this policy to us; or
   b. Giving us advance written notice of the date cancellation is to take effect.

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2. We may cancel by mailing to the Named Insured shown in the Declarations at the address last known by us:
   a. At least 10 days' notice from the date of receipt by you if cancellation is for nonpayment of premium; or
   b. At least 20 days' notice from the date of receipt by you in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
   a. For nonpayment of premium;
   b. For fraud or material misrepresentation affecting this policy or the presentation of a claim;
   c. If any person seeking recovery violates the terms or conditions of this policy; or
   d. If your driver's license or that of:
      1) Any driver who lives with you; or
      2) Any driver who customarily uses "your covered auto";

      Has been suspended or revoked. This must have occurred:
      1) During the policy period if this is not a renewal or continuation policy; or
      2) If this is a renewal or continuation policy, during the policy period or the 180 days immediately preceding this policy's effective date.

      However, this paragraph d. shall not apply with respect to:
      1) A first or second suspension of an adult provisional driver's license resulting from a moving motor vehicle violation;
      2) A first or second suspension of a juvenile provisional license resulting from a moving motor vehicle violation other than:
         a) A conviction for operating under the influence of intoxicants or with an excessive blood alcohol level; or
         b) Operation of a motor vehicle with any amount of alcohol in the blood; or
      3) A suspension of the driver's license of a minor resulting from the illegal transportation of liquor in a motor vehicle.

B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the Named Insured shown in the Declarations at the address last known by us. We will provide at least 30 days' notice, beginning from the date of your receipt of such notice. Subject to this notice requirement, if the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

   Our right to nonrenew this policy is subject to the specified convictions, accidents, and grounds contained §2916-A of the Maine Automobile Insurance Cancellation Control Act.

C. Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

D. Other Termination Provisions
   1. A postal service certificate of mailing to the Named Insured shown in the Declarations at the address last known by us will be conclusive proof of receipt of notice:
      a. On the fifth calendar day after mailing of a notice of cancellation; or
      b. On the third calendar day after mailing of a notice of nonrenewal.
   2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manual. However, making or offering to make the refund is not a condition of cancellation.

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3. The effective date of cancellation stated in the notice shall become the end of the policy period.

The following **Termination** provisions apply to policies with more than 4 “your covered autos”.

A. Cancellation. This policy may be canceled during the policy period as follows:

1. The Named Insured shown in the Declarations may cancel by:

a. Returning this policy to us; or

b. Giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing or delivering written notice of cancellation to the Named Insured shown in the Declarations at the address last known by us. Cancellation will be effective at least 10 days after the date of receipt by the Named Insured.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only for one of fthe following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by or with the knowledge of the insured in obtaining the policy, continuing the policy or in presenting a claim under the policy;

c. A substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

d. Failure to comply with reasonable loss control recommendations;

e. Substantial breach of contractual duties, conditions, or warranties; or

f. Determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize the company’s solvency or will place the company in violation of the insurance laws of Maine or any other state.

B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the Named Insured shown in the Declarations at the address last known by us. We will provide at least 30 days’ notice, beginning from the date of your receipt of such notice.

C. Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

D. Other Termination Provisions.

1. A postal service certificate of mailing to the Named Insured shown in the Declarations at the address last known by us will be conclusive proof of receipt of notice:

a. On the fifth calendar day after mailing of a notice of cancellation; or

b. On the third calendar day after mailing of a notice of nonrenewal.

2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manual. However, making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

The following provisions are added:

POST-JUDGMENT INTEREST

We will pay interest accruing after a judgment is entered in accordance with Maine law. Our duty to pay interest ends when we offer to pay that part of the judgment that does not exceed our limit of liability for which coverage is provided under this policy.

This payment will not reduce the limit of liability for which coverage is provided under this policy.

TOWING AND STORAGE CHARGES

When this policy insures 4 or less motor vehicles, not including trailers, for liability coverage, we will pay up

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to $500 for reasonable towing and storage charges incurred as a result of an accident involving “your covered auto” if the vehicle is towed at the request of a law enforcement officer. The coverage only applies to the reasonable towing and storage charges incurred for “your covered auto”.

All other policy provisions apply.

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