

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

STATE CONFORMANCE ENDORSEMENT – MARYLAND

The following amendment changes the policy to conform with Maryland state laws. Please read your entire policy for full details about your coverages.

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

1. \$30,000 for each person, subject to \$60,000 for each accident, with respect to "bodily injury"; and
2. \$15,000 for each accident with respect to "property damage".

DEFINITIONS

The following definition is added:

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.

PART A – LIABILITY COVERAGE

Exclusions 2., 5. and 6. are deleted and replaced by the following:

We do not provide Liability Coverage for any "insured":

2. For "property damage" to property owned or being transported by that "insured", to the extent that the limits of liability for this coverage exceed the limits of liability required by the Maryland Vehicle Laws Required Security.
5. For that "insured's" liability arising out of the ownership or operation of "your covered auto" while it is being used to carry persons for a fee.
6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking.

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

A. The lead-in paragraph to Part E is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

B. Paragraph B. is deleted and replaced by the following:

B. An insured seeking coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.

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3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
5. Submit written proof of loss when required by us.

PART F - GENERAL PROVISIONS

- A. The **Regular Use Vehicle Requirement** Provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT

This policy provides coverage for your "antique vehicle" and/or "classic vehicle" shown in the Declarations. If you do not own a "regular use vehicle", any coverage provided for an accident not arising from "your covered auto" will be at the minimum limits of coverage required by Section 17-103 of the Transportation Article of the Maryland Code, to the extent similar coverage is provided under this policy.

- B. The last paragraph of Part B. of the **Changes** Provision is deleted and replaced by the following:

If a change resulting from paragraphs A. or B. we will make the premium adjustment in accordance with our manual rules. Any return premium of \$5 or less will be waived unless you request the actual amount be returned.

- C. The **Concealment or Fraud** Provision is replaced by the following:

FRAUD

We do not provide coverage for an "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

However, we will provide liability coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages result from an accident which is otherwise covered under this policy.

- D. Paragraph C. of the **Legal Action Against Us** Provision, is revised to read as follows:

C. Under Part **D**, suit or action must start within three years from the date it accrues.

- E. The second paragraph of the **Payment of Loss** Provision is deleted and replaced by the following:

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "constructive total loss" of "your covered auto(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss.

- F. The **Termination** Provision is revised as follows:

A. Cancellation, 2. and 3. are deleted and replaced by the following:

2. We may cancel by mailing to the named insured shown in the Declarations at the last address known by us:
 - a. At least 10 days' notice by "first-class mail tracking method" if cancellation is for nonpayment of premium;
 - b. At least 15 days' notice by "first-class mail tracking method" if notice is mailed during the first 45 days this policy is in effect and this is not a renewal or a continuation policy; or
 - c. At least 45 days' notice by "first-class mail tracking method" for all other notices.

3. After this policy is in effect for 45 days, or if this is a renewal or continuation policy, we will cancel only:

- a. For nonpayment of premium; or
- b. Subject to the exception set forth below, 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 for reasons related to the driving record of the driver. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, in the event this policy insures more than one person as a:

- (1) Named insured;
- (2) Person living in the named insured's household; or
- (3) Driver who customarily uses "your covered auto",

and at least one, but not all, of these persons has had their driver's license suspended or revoked, before canceling this policy we will offer to continue the policy with a provision excluding coverage when the person or persons who have had their driver's license suspended or revoked are operating "your covered auto". If such offer is accepted, we will issue an endorsement to that effect.

- c. If the policy was obtained through material misrepresentation.

B. Nonrenewal is replaced by the following:

- B. Nonrenewal. If we decide not to renew or continue this policy we will mail notice by certified mail to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 45 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination is revised by deleting the last paragraph.

D. Other Termination Provisions is replaced by the following:

D. Other Termination Provisions

- 1. Unless otherwise specified under Cancellation or Nonrenewal, proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will refund the pro rata unearned premium.

If this policy is financed by a premium finance company, the refund, if any, will be the pro rata gross unearned premium and will exclude any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

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.

G. The **Amendatory Endorsements Provision is deleted.**

All other policy provisions apply.