

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, minimum limits refers to the following limits of liability, as required by Maine law, to be provided under a policy of automobile liability insurance:

1. \$50,000 for each person, subject to \$100,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

PART A – LIABILITY COVERAGE

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

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

1. 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.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
4. 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

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 any "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.

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

INSURING AGREEMENT

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

1. "Other than collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations 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 **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

- A. We will pay the limit shown under **PART D** in the Declarations or Schedule for the applicable vehicle, which is agreed to be the Guaranteed Value® of "your covered auto", inclusive of any applicable taxes and fees, in case of a total loss or "constructive total loss".
- B. For all other loss or damage to "your covered auto", we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property, with similar

kind and quality, without regard to depreciation or betterment, but we will not pay more than the Guaranteed Value® per vehicle shown under **PART D** in the Declarations or Schedule.

- C. For direct and accidental loss or damage to a “covered rental vehicle”, we will pay the amount necessary to repair or replace the “covered rental vehicle”, whichever is less, minus any applicable deductible shown in the declarations. If loss to more than one “covered 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.

- 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 duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage:

1. Do not admit fault or assume any obligation to other persons.
2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
 - a. Examinations to be video and/or audio recorded.
 - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
 - c. Your spouse, any “family member” and/or any person related to you who resides with you to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

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 **Regular Use Vehicle Requirement** provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of “your covered auto”. In no event will this policy:
1. Provide coverage for any vehicles other than “your covered auto”; or
 2. Be your primary personal vehicle insurance; or

3. Provide insurance for any auto or other motor vehicle, other than "your covered auto", with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you, a "family member" or any other relative that resides with you.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
1. You must own a "regular use vehicle" listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
 - a. Be in-force with at least the types and amounts of coverage elected by you for this policy.
 - b. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection ("PIP") coverage (in states where PIP is required).
 - c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your "regular use vehicle" and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you.
 - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
 2. If you fail to maintain a "regular use vehicle" insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a "regular use vehicle" and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you:
 - a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery;
 - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
 - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than "your covered auto", all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
 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 **Concealment or Fraud** provision is replaced by the following:

CONCEALMENT OR FRAUD

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 two (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 **Payment of Loss** provision, the second paragraph is 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 or Schedule, 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 or "constructive total loss".

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

With respect to **PART B – MEDICAL PAYMENTS COVERAGE**, 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.

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

TERMINATION

The following provisions apply to policies with 4 or less "your covered autos", not including a "motorcycle". For a "motorcycle", refer to the **Termination** provisions in the appropriate Motorcycle Endorsement attached to this policy.

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 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 one 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 limitations contained in the applicable Maine Statutes.

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 **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 the 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 **Other Insurance Policies** provision is deleted.

The **State Law** provision is replaced by the following:

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will:

- 1. Be changed to the extent necessary to conform to the law;
- 2. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
- 3. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

The **Amendatory Endorsements** provision is deleted. The following provision is 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.

The following is added:

EXCESS COVERAGE

Coverage under this policy applies on a primary basis only with respect to "your covered auto", and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:

- 1. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery; and
- 2. Limited to the minimum types of coverage and the minimum limits required by that law.

The following total policy exclusion is added:

EXCLUSION OF TRANSPORTATION NETWORK COMPANY & PERSONAL VEHICLE SHARING PROGRAM USE

- A. There is no coverage of any kind under this policy for any accident, loss, "bodily injury", "property damage" or any other damage, expense or loss for any person or any party that results from, arises out of, or is related to any person operating or using "your covered auto" or any other vehicle in any type of activity associated or connected with any:
 - 1. Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC's online-enabled application or platform until that driver logs off of the online-enabled application or platform, or the passenger exits the vehicle, whichever is later; or
 - 2. Personal vehicle sharing program, use or activity.
- B. For purposes of this exclusion:
 - 1. Transportation network company (TNC) means any type of organization or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.
 - 2. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

The following is added:

TOWING AND STORAGE CHARGES

When this policy insures 4 or fewer motor vehicles (not including trailers) for liability coverage, we will pay up 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.