

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 deleted and 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 E - DUTIES AFTER AN ACCIDENT OR LOSS

The following provision 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 Fraud** Provision is deleted and 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.

LEGAL ACTION AGAINST US

Paragraph C. is deleted and 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.

PAYMENT OF LOSS

The second paragraph 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 or "constructive total loss".

OUR RIGHT TO RECOVER PAYMENT

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 deleted and 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 AC 03 15 ME or AC 03 16 ME.

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.

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- 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.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

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 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.

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- 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.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

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 **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.

All other policy provisions apply.