

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## Maine

### Automobile Amendatory Endorsement – A1U198-5

- I. The phrase "declarations page" is replaced by "Policy Declarations" wherever it appears.
- II. In the **General** section, the following changes are made:
  - A. The **Cancellation** provision is replaced by the following:

#### **Cancellation**

**You** may cancel this policy by writing **us** the future date **you** wish to stop coverage.

During the policy period, **we** may cancel part or all of this policy by mailing notice to **you** at the address shown on the Policy Declarations. **We** will also mail notice to any lienholder named in the Policy Declarations. If **we** cancel because **you** did not pay the premium, **we** will mail notice of cancellation to **you** at least 15 days before the cancellation takes effect. Otherwise, **we** will mail notice of cancellation to **you** at least 25 days before the cancellation takes effect.

Proof of mailing the notice will be proof of notice. A refund, if due, will be in proportion to the time **your** policy has been in effect. Cancellation will be effective even if the refund is not made immediately. Any unearned premium amounts under \$2.00 will be refunded upon **your** request.

After **your** original policy has been in effect for 60 days, **we** will not cancel or reduce **your** coverage during the policy period unless:

1. **you** do not pay the premium when it is due.
  2. **you** or anyone else who usually operates an **auto** insured under the policy has had a driver's license suspended or revoked during the policy period or, if the policy is a renewal, during its period or the preceding 180 days. This does not apply to the first or second suspension of a provisional license under Title 29, Section 2241-G, Subsection 1 and 2A.
  3. the policy was obtained by misrepresentation or by fraud.
  4. the submission of a claim has been misrepresented or fraudulent.
  5. the conditions of the policy have been violated.
- B. The following provisions are added:

#### **Payment**

If **you** tender a check to **us** for full or partial payment of **your** premium and the check is returned to **us** because of Insufficient funds or a closed account, a \$10.00 charge will be added to **your** account

balance.

### **What Law Will Apply**

This policy is issued in accordance with the laws of Maine and covers property or risks principally located in Maine. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Maine.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Maine, claims or disputes regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened.

### **Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard, and decided only in a state or federal court located in Maine. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard, and decided only in a state or federal court located in Maine, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Maine, lawsuits regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

C. The **Termination** provision is deleted.

III. In **Part I—Automobile Liability Insurance**, the **Exclusions—What Is Not Covered** provision is replaced by the following:

### **Exclusions—What Is Not Covered**

**We** will not pay any damages an insured person is legally obligated to pay because of:

1. **bodily injury** or property damage arising out of:
  - a) the use of **your** insured **auto** while used to carry persons or property for a charge; or
  - b) any **auto you** are driving while available for hire by the public.This exclusion does not apply to shared-expense car pools.

2. **bodily injury** or property damage arising out of business operations such as:
  - a) repairing;
  - b) servicing;
  - c) testing;
  - d) washing;
  - e) parking;
  - f) storing; or

- g) the selling;  
of **autos**. However, this exclusion does not apply to:
    - a) **you**;
    - b) **resident** relatives; or
    - c) partners or employees of the partnership of **you** or a **resident** relative;  
when using your insured **auto**.
  - 3. **bodily injury** or property damage arising out of the use of a non-owned **auto** in any business or occupation of an insured person. However, this exclusion does not apply while **you**, **your** chauffeur or domestic servant are using a private passenger **auto** or trailer.
  - 4. **bodily injury** to an employee of any insured person arising in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers compensation law or similar law.
  - 5. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
  - 6. damage to or destruction of property an insured person owns, is in charge of, or rents. This exclusion will not apply to:
    - a) a private residence or a garage rented by that person, or
    - b) verifiable and actual loss of use of a rented **auto** for 30 days from the date of the accident.
  - 7. **bodily injury** or property damage which:
    - a) may reasonably be expected to result from the intentional or criminal acts of an insured person; or
    - b) are, in fact, intended by an insured person.
  - 8. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
  - 9. **bodily injury** or property damage arising out of:
    - a) ownership;
    - b) maintenance; or
    - c) use of;  
a motor vehicle with less than four wheels.
  - 10. **bodily injury** or property damage arising out of the participation in any prearranged, organized or spontaneous:
    - a) racing contest;
    - b) speed contest; or
    - c) use of an **auto** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest or use of this type.
- IV. In **Part II—Automobile Medical Payments**, under **Exclusions—What Is Not Covered**, the following item is added:
- 8. any person arising out of the participation in any prearranged, organized or spontaneous:
    - a) racing contest;
    - b) speed contest; or

c) use of an **auto** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest or use of this type.

V. In **Part III—Uninsured Motorists Insurance**, under **Exclusions—What Is Not Covered**, the following item is added:

7. **bodily injury** or property damage arising out of the participation in any prearranged, organized or spontaneous:
- a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest or use of this type.

VI. In **Part IV—Protection Against Loss To The Auto**, the following changes are made:

A. Under **Exclusions - What Is Not Covered**, item 13. is replaced by the following:

13. loss or damage arising out of the participation in any prearranged, organized, or spontaneous:
- a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest or use of this type.

B. The **Limits of Liability** provision is replaced by the following:

**Limits Of Liability**

**Our** limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss. This may include a deduction for depreciation; or
2. The cost to repair or replace the property or the part to its physical condition at the time of loss. This may include using:
  - a) parts produced by or for the vehicle's manufacturer; or
  - b) parts from other sources including, but not limited to, non-original equipment manufacturers, subject to state laws and regulations that apply; or
3. \$500, if the loss is to a covered trailer which is not described on the Policy Declarations. Any deductible that applies will then be subtracted.

If **we**, at **our** option, elects to pay for the cost to repair or to replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the:

1. loss and/or repair; or
2. replacement.

If repair or replacement results in the betterment of the property or part, **you** may be responsible for the amount of the betterment. The amount **you** may be responsible for is subject to state laws and regulations that apply.

An **auto** and attached trailer are considered separate **autos**. **You** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, a separate deductible will apply to the **auto** and **camper unit**.

When more than one coverage applies to the loss, **you** may recover under the broadest coverage but not both. However, Coverage ZA, Sound System Coverage, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under Coverage HH.

All other terms and provisions of the policy apply.

