

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – MAINE

I. Part C – Uninsured Motorists Coverage

Part C is amended as follows:

A. The following is added to the first paragraph of the **Insuring Agreement**:

With respect to coverage under Section 2. of the definition of "uninsured motor vehicle", we will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "uninsured motor vehicle" and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Sections 2. and 3. of the definition of "uninsured motor vehicle" are replaced by the following:

"Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the limit of liability for this coverage.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

C. Exclusion A. is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle you own which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By a "family member":
 - a. Who owns an auto, while "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - b. Who does not own an auto, while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

D. Exclusion B.1. is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent.

However, this Exclusion (B.1.) does not apply:

- a. If such settlement does not prejudice our right to recover payment; or
- b. To a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle".

E. The following is added to the **Limit Of Liability** provision:

With respect to coverage under Section 2. of the definition of "uninsured motor vehicle", the limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of this policy.

F. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this endorsement, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance similar to the insurance provided by this endorsement.

II. Part D – Coverage For Damage To Your Auto

Paragraph **B.** of the **Insuring Agreement** is replaced by the following:

B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

However, loss caused by the following is not considered "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

III. Part E – Duties After An Accident Or Loss

The following is added to Paragraph **C.** of Part **E**:

A person seeking Uninsured Motorists Coverage under Section **2.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

IV. Part F – General Provisions

Part **F** is amended as follows:

A. The following is added to the **Our Right To Recover Payment** Provision:

OUR RIGHT TO RECOVER PAYMENT

1. With respect to Part **B** – Medical Payments Coverage, we shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.
2. Our rights do not apply under Paragraph **A.** with respect to coverage under Section **2.** of the definition of "uninsured motor vehicle" for Uninsured Motorists Coverage if we:
 - a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle" and
 - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

B. The **Termination** Provision is replaced by the following for all vehicles other than a motorcycle (or similar type vehicle) or snowmobile:

TERMINATION

Cancellation

This policy may be cancelled 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 if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice 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.

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. Notice will be mailed at least 30 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 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.

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.

Other Termination Provisions

- 1. If this policy is cancelled, 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 manuals. However, making or offering to make the refund is not a condition of cancellation.
- 2. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 3. 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.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.