

MAINE PERSONAL AUTO POLICY

Travelers Companies
Hartford, Connecticut
(Each a Stock Insurance Company)

GENERAL PROVISIONS SECTION

Unless otherwise stated, the provisions in this General Provisions Section apply to all Coverage Sections and endorsements of this policy.

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

GENERAL DEFINITIONS

Throughout this policy:

- A. "You" and "your" refer to:
1. The "named insured" shown in the Declarations; and
 2. The spouse if a resident of the same household.
The term spouse includes, if a resident of the same household:
 - a. The civil partner of the "named insured", provided such civil union was obtained in a state where a civil union is legally recognized; or
 - b. The "domestic partner" of the "named insured".
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:
- a. The end of 90 days following the spouse's change of residency;
 - b. The effective date of another policy listing the spouse as a named insured; or
 - c. The end of the policy period.
- B. "We", "us" and "our" refer to the member company of Travelers providing this insurance and shown as the insurer in Item 6 of the Declarations.
- C. We consider a private passenger auto, sport utility vehicle, pickup or van to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.

- D. "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".

Other words and phrases are defined. They are in quotation marks when used.

- E. "Bodily injury" means bodily harm, sickness or disease, including death that results.
- F. "Business" includes trade, profession or occupation.
- G. "Domestic partner" means a person who is in a continuing spouse-like relationship with a named insured for the purpose of a domestic life. Both persons must be 18 years of age or older and may not be related to each other by blood. Neither may be married to another person, or be a "domestic partner" or partner by civil union of any other person.
- H. "Newly acquired auto":
1. "Newly acquired auto" means any of the following types of vehicles of which you become the owner during the policy period:
 - a. A private passenger auto or sport utility vehicle; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:

- (a) Incidental to your “business” of installing, maintaining or repairing furnishings and equipment; or
 - (b) For farming or ranching.
2. Coverage for a “newly acquired auto” is provided as described in 3.a. and 3.b. below. If you ask us to insure a “newly acquired auto” after a specified time period described below has elapsed, any coverage we provide for that “newly acquired auto” will begin at the time you request the coverage and you will not have coverage for the elapsed period of time.
 3. Coverage for a “newly acquired auto” depends on whether the vehicle is in addition to or replaces a vehicle shown in the Declarations.
 - a. A “newly acquired auto” which is in addition to any vehicle shown in the Declarations will have the broadest coverage we provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for coverage to apply you must ask us to insure it within 30 days after you become the owner.
 - b. If a “newly acquired auto” replaces a vehicle shown in the Declarations, it will have the same coverage as the vehicle it replaced without your having to ask us to insure it. However, you must ask us to insure a replacement vehicle within 30 days if:
 - (1) You wish to add or continue any coverage provided in the Damage To Your Auto Coverage Section; or
 - (2) It is a pickup or van used in any “business” other than farming or ranching.
- I. “Occupying” means:
 1. In;
 2. Upon; or
 3. Getting in, on, out or off.
 - J. “Property damage” means physical injury to, destruction of or loss of use of tangible property.
 - K. “Resident relative” means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child. Your unmarried dependent children, wards, and foster children while temporarily away from home will be considered residents if they intend to resume residing in your household.
 - L. “Trailer” means a vehicle designed to be pulled by a:
 1. Private passenger auto or sport utility vehicle; or
 2. Pickup or van.
 It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
 - M. “Your covered auto” means:
 1. Any vehicle shown in the Declarations.
 2. A “newly acquired auto”.
 3. Any “trailer” you own.
 4. Any private passenger auto, sport utility vehicle, pickup, van or “trailer” you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.
 This provision (M.4.) does not apply to the Damage To Your Auto Coverage Section.

DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any 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.
 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. We may require such exam under oath:
 - (1) From other persons insured under this policy (including a “resident relative”).
 - (2) Be done separately and outside the presence of any witnesses or persons insured or seeking benefits under this policy.

4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
5. Submit a proof of loss when required by us.

Additional Duties For Uninsured Motorists Coverage

A person seeking Uninsured Motorists Coverage must also promptly:

- A. Notify the police if a hit-and-run driver is involved.
- B. Send us copies of the legal papers if a suit is brought.

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".

Additional Duties For Collision And Comprehensive Coverages

If Coverage E – Collision or Coverage F – Comprehensive is shown in the Declarations, a person seeking coverage must also:

- A. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
- B. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
- C. Permit us to inspect and appraise the damaged property before its repair or disposal.

GENERAL CONDITIONS

Bankruptcy

Bankruptcy or insolvency of the "insured" will not relieve us of any obligations under this policy.

Changes

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles; or
 4. Coverage, deductible or limits.

If a change resulting from A. or B. above requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in Maine. This paragraph (C.) does not apply to changes implemented with a general policy revision that includes both broad-

enings and restrictions in coverage, whether that general policy revision is implemented through introduction of:

1. A subsequent edition of your policy or any of its Coverage Sections; or
2. An amendatory endorsement.

Fraud

We do not provide coverage for any person under this policy 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.

Legal Action Against Us

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage Section, no legal action may be brought against us until:
 1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

Our Right To Recover Payment

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we are subrogated to that right. That person must do:
1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
- However, our rights in this Paragraph (A.) do not apply under the Damage To Your Auto Coverage Section, against any person using "your covered auto" with a reasonable belief that such person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person must:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

Policy Period And Territory

- A. This policy applies only to accidents and losses which occur:
1. During the policy period shown in the Declarations; and
 2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.
- This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

Transfer Of Your Interest In This Policy

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the next anniversary of the policy's original effective date.

Two Or More Policies Issued To You

If this policy and any other auto insurance policy issued to you by us or any of our personal insurance

affiliates apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

Termination

- A. 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.

We may accept another form of notice from the named insured. If there is more than one person shown as named insured in the Declarations, any named insured may cancel this policy. The cancellation by one named insured will be binding on any other named insured.
 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 non-payment 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; or
 - b. 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 b. 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.
- c. For fraud or material misrepresentation affecting this policy or the presentation of a claim;
- d. If any person seeking recovery violates the terms or conditions of this policy; or
- 4. Nonpayment of premium means the failure to pay any premium or premium installment or any other financial obligation when due.

B. Nonrenewal

We have the right to not renew or continue this policy at the end of the policy period shown in the Declarations. 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. If that date is the 29th, 30th, or 31st of a month, we may consider the first day of the next month to be this anniversary.

Our right to nonrenew this policy is subject to the limitations contained in the applicable Maine Statutes.

C. Automatic Termination

1. If we offer to renew or continue your policy for another policy period 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 means that you have not accepted our offer.
2. 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. If the law in effect in Maine at the time this policy is issued or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of or procedure for giving notice; or
 - c. Modifies any of the stated termination reasons;
 we will comply with those requirements.

2. 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.
 - b. On the third calendar day after mailing of a notice of nonrenewal.
3. 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.
4. The effective date of cancellation stated in the notice will become the end of the policy period.

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.