

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

## Maine

### Uninsured Motorists Insurance <En> Coverage SS <En> ACR192

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#### General Statement Of Coverage

**We** will pay damages which an **insured person** is legally entitled to recover from the owner or operator of an uninsured or underinsured **auto** because of **bodily injury** sustained by an **insured person**. The **bodily injury** must be caused by an accident and arise out of the ownership, maintenance or use of an uninsured or underinsured **auto**.

The right to receive any damages and the amount of damages will be decided by agreement between the **insured person** and **us**. If the **insured person** and **we** do not agree, then the disagreement will be resolved in a court of competent jurisdiction. Costs, including attorney fees, are to be paid by the party incurring them.

If an **insured person** sues a person believed responsible for the accident without **our** written consent, **we** are not bound by any resulting judgment.

#### An Uninsured auto Is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bond or insurance policy which does not provide at least the minimum financial security requirements of the state in which **your insured auto** is principally garaged.
3. a **motor vehicle** for which the insurer denies coverage, or the insurer becomes insolvent.
4. a hit-and-run **motor vehicle** which causes **bodily injury** to an **insured person**. The identity of the operator and the owner of the vehicle must be unknown. The accident must be reported within 24 hours to the proper authorities. **We** must be notified within 30 days. If the **insured person** was occupying a vehicle at the time of the accident, **we** have a right to inspect it.
5. an underinsured **motor vehicle** which has liability protection equal to or greater than the amounts specified for **bodily injury** by the financial responsibility laws of Maine in effect and applicable at the time of the accident but in an amount less than the applicable limit of liability for this coverage shown on the Policy Declarations.

#### An Uninsured auto Is Not:

1. a motor vehicle that is lawfully self-insured.
2. a motor vehicle insured under **Part 1<Em>Automobile Liability Insurance** of this policy.

#### Additional Definitions for Uninsured Motorists Insurance

1. **Insured auto** means an **auto you** own which is described on the Policy Declarations and for which a premium is shown for **Uninsured Motorists Insurance**. This also includes:
  - a) its **replacement auto**;
  - b) an **additional auto**;
  - c) a **substitute auto**; or
  - d) a **non-owned auto**.
2. **Insured person(s)** means:
  - a) **you** and any **resident** relative.
  - b) any person while in, on, getting into or out of, or getting on or off of, an **insured auto** with **your** permission.
  - c) any other person who is legally entitled to recover because of **bodily injury to you**, a **resident** relative, or an occupant of **your insured auto** with **your** permission.
3. **Motor Vehicle** means a land motor vehicle, **trailer** or **travel-trailer** other than:
  - a) a vehicle or other equipment designed for use off public roads, while not on public roads;
  - b) a vehicle operated on rails or crawler treads; or
  - c) a vehicle while used as a residence or premises.

#### Exclusions<Em>What Is Not Covered

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

1. **bodily injury** to any person who makes a settlement without **our** written consent.
2. **bodily injury** sustained while:
  - a) in;
  - b) on;
  - c) getting into or out of; or
  - d) when struck by;a vehicle owned by **you** or a **resident** relative which is not insured for this coverage.
3. **bodily injury** sustained while:
  - a) in;
  - b) on; or
  - c) getting into or out of;a vehicle **you** own which is insured for this coverage under another policy.
4. **bodily injury**, if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer. This includes a self insurer.
5. **bodily injury** 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.

6. **bodily injury** arising out of the use of:
  - a) an **insured auto** while used by an **insured person** to carry persons, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally; or
  - b) any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

7. **bodily injury** arising out of the use of **your insured auto** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.

#### Limit Of Liability

The **Uninsured Motorists Insurance** coverage limit shown on the Policy Declarations for:

1. "each person" is the maximum **we** will pay for damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" is the maximum **we** will pay for damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This limit is subject to the limit for "each person."

These limits are the maximum **we** will pay for any one **motor vehicle** accident regardless of the number of:

1. claims made;
2. vehicles or persons shown on the Policy Declarations; or
3. vehicles involved in the accident.

The **Uninsured Motorists Insurance** limits apply to each insured **motor vehicle** as shown on the Policy Declarations.

Damages payable will be reduced by:

1. all amounts paid by the owner or operator of the uninsured **auto** or anyone else responsible. This includes all sums paid under the bodily injury liability coverage of this or any other auto policy.
2. all amounts payable under:
  - a) any workers' compensation law;
  - b) disability benefits law, or similar law; and
  - c) **Automobile Medical Payments**, or any similar automobile medical payments coverage.

**We** are not obligated to make any payment for **bodily injury** under this coverage which arises out of the use of an underinsured **motor vehicle** until after all limits of liability protection have been exhausted by payment of judgments or settlements. This applies to all liability protection in effect and applicable at the time of the accident.

#### If There Is Other Insurance

If the **insured person** was in, on, getting into or out of a vehicle **you** do not own which is insured for this coverage under another policy, this coverage will be excess.

If more than one policy applies to the accident on a primary basis, **we** will bear **our** proportionate share with other uninsured motorists benefits. This applies no matter how many **autos** or auto policies may be involved whether written by **us** or another company.

#### Trust Agreement

When **we** pay any person under this coverage:

1. **we** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any uninsured or underinsured motorist.
2. all rights of recovery against any uninsured or underinsured motorist must be maintained and preserved for **our** benefit.
3. **insured persons**, if **we** ask, must take proper action in their name to recover damages from any uninsured or underinsured motorist. **We** will select the attorney. **We** will pay all related costs and fees.

**We** will not ask the **insured person** to sue the insured of an insolvent insurer.

#### Subrogation Rights: Additional Duties

If a loss arises from the ownership, maintenance or use of an underinsured **motor vehicle**, **our** right of subrogation applies only if **we** pay the **insured person** an amount equal to any tentative agreement between the injured person and the responsible party or insurer within 60 days of written notice by certified mail to **us** of the tentative settlement.

#### Our Payment Of Loss

Any amount due is payable to the **insured person**, to the parent or guardian of an injured minor, or to the spouse of any **insured person** who dies. However, **we** may pay any other person or estate lawfully entitled to recover the damages.

#### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Uninsured Motorists Insurance**, unless there is full compliance with all policy terms and, except as provided below, such action is commenced within six years after the date **we** deny coverage or otherwise fail to meet the **insured person's** demand.

If an **insured person** commences a timely action against the owner or operator of an uninsured **auto** to recover damages for loss arising out of the accident and gives **us** written notice of such action within 30 days after such action is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, must be brought within six years after the date **we** deny coverage or otherwise fail to meet the **insured person's** demand.

If any **insured person** sues a person believed responsible for the accident without **our** written consent, **we** are not bound by any resulting judgment.

#### If We Cannot Agree

If the **insured person** or **we** do not agree on that person's right to receive any damages or the amount, then upon the mutual consent of both parties, the disagreement will be settled by arbitration. Arbitration will take place under the rules of the American Arbitration Association unless either party objects.

If either party objects, the following method of arbitration will be used instead. The **insured person** will select one arbitrator. **We** will select another. The two arbitrators will select a third. If they cannot agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. The **insured person** will pay the arbitrator that person selects. **We** will pay the one **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. However, attorney fees and fees paid to medical and other expert witnesses are not considered arbitration expenses. These costs will be paid by the party incurring them. Regardless of the method of arbitration, any award not exceeding the limits of the Financial Responsibility law of Maine, will be binding and may be entered as a judgment in a proper court.

Regardless of the method of arbitration, when any arbitration award exceeds the Financial Responsibility limits in the State of Maine, either party has a right to trial on all issues in a court of competent jurisdiction. This right must be exercised within 60 days of the award. Costs, including attorney fees, are to be paid by the party incurring them.

No one may pursue arbitration under **Uninsured Motorists Insurance** unless there is a full compliance with all policy terms. No one may pursue arbitration under **Uninsured Motorists Insurance** unless the demand for arbitration is made within six years after the date **we** deny coverage or otherwise fail to meet the **insured person's** demand.

However, if an **insured person** commences a timely action against the owner or operator of an uninsured vehicle to recover damages for loss out of the accident and gives **us** written notice of such action within 30 days after such action is commenced, the **insured person** or **we** must demand arbitration within six years after the date **we** deny coverage or otherwise fail to meet the **insured person's** demand.

No arbitrator shall have the authority to award punitive damages or attorney's fees. Neither of the parties shall be entitled to arbitrate any claims in a representative capacity or as a member of a class. No arbitrator shall have the authority, without mutual consent of the parties, to consolidate claims in arbitration.

All other policy terms and conditions apply.