

Policy Number:

Maine

Your policy is amended as follows:

SECTION I – Liability Coverages

DEFINITIONS

The following definitions are added:

- 15. Ride-sharing means the use of any vehicle by any insured in connection with a transportation network company from the time an insured logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an insured logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).
- **16.** *Transportation network company* means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

EXCLUSIONS

When Section I Does Not Apply

The following exclusion is revised:

- 1. Section I does not apply to any vehicle:
 - (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
 - (b) while being used for *ride-sharing*.

However, a vehicle used in an ordinary car pool is covered.

SECTION II – Auto Medical Payments

EXCLUSIONS

When Section II Does Not Apply

The following exclusion is revised:

- 1. Section II does not apply to *bodily injury* sustained by any occupant of an *owned auto*:
 - (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
 - (b) while being used for *ride-sharing*.
 - However, a vehicle used in an ordinary car pool is covered.

CONDITIONS

Condition 5. SUBROGATION is replaced as follows:

5. SUBROGATION

When we make a payment under this coverage to or for an *insured* who has a legal right to collect from another person or organization, then we will be subrogated to that right to the extent of our payment. The *insured* to or for whom we make payment must help us recover our payment by:

- (a) providing us written approval for us to recover our payment;
- (b) doing whatever is necessary to secure our rights and will do nothing to prejudice them;
- (c) executing any documents we may need to assert that legal right; and
- (d) taking legal action through our representatives when we ask.

If we make payment under this policy and the *insured* to or for whom we make payment recovers or has recovered from another person or organization, then the *insured* to or for whom we make payment must:

- (a) provide us written approval for us to recover our payment;
- (b) hold in trust for us the proceeds of any recovery; and
- (c) reimburse us to the extent of our payment.

If the *insured's* attorney has assisted us in successfully obtaining recovery of our payment from the legally responsible party, then our right of recovery is subject to subtraction to account for the pro rata share of the *insured's* attorney fees incurred in assisting us in successfully obtaining recovery of our payment from the legally responsible party. In the event that we pursue our right to subrogate directly against such legally responsible party without assistance from the *insured's* attorney, our right of recovery is not subject to any subtraction to account for the *insured's* attorney fees and we are entitled to our full recovery.

SECTION III – Physical Damage Coverages

DEFINITIONS

The definitions of *ride-sharing* and *transportation network company* under Section I apply to Section III also.

EXCLUSIONS

When The Physical Damage Coverages Do Not Apply

The following exclusion is revised:

- **1.** We do not cover an auto:
 - (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
 - (b) while being used for *ride-sharing*.

However, a vehicle used in an ordinary car pool is covered.

SECTION IV – Uninsured Motorists Coverage EXCLUSIONS

When Section IV Does Not Apply

The following exclusion is added:

12. There is no coverage for *bodily Injury* under this Section for any person or organization while an *owned auto* or *non-owned auto*;

(a) is being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or

(b) is being used for *ride-sharing*.

However, a vehicle used in an ordinary car pool is covered.

We affirm this amendment.

W. C. E. Robinson Secretary

Weller Eller

William E. Roberts President