

# Policy Endorsement

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

## Maine Automobile Amendatory Endorsement – AU673-1

I. In the **General** section, the following changes are made:

A. Under the **Cancellation** provision, the following is added:

Any unearned premium amounts under \$2.00 will be refunded upon **your** request.

B. The following provisions are added:

### **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, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### **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, involved in any other way with 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.

II. In **Part II 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** section 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, parts from 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, Comprehensive Coverage.

All other terms and provisions of the policy apply.