

## Amendment of Policy Provisions - Maine

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### I. PART A – LIABILITY COVERAGE

Part A is amended as follows:

The **Supplementary Payments** Provision is replaced by the following:

#### Supplementary Payments

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
4. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

### II. PART C - UNINSURED MOTORISTS COVERAGE

Part C is amended as follows:

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

We will pay under this coverage only after the limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements.

**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.

### III. PART F - GENERAL PROVISIONS

Part F is amended as follows:

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

With respect to Part B - Medical Payments Coverage, we shall be entitled to a recovery under Paragraph A. or B. only when we have the written approval of such person, or the person has been fully compensated for damages. Any such recovery by us shall be reduced by our pro rata share of the insured's attorney fees incurred in obtaining the recovery from another source.

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

#### 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.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:
- 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.

**B. 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. 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.

**C. 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.

**D. 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 a notice of cancellation; or
  - b. On the third calendar day after mailing a notice of nonrenewal.

The following provision is added:

**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 for under this policy.

Payment of interest does not reduce the limit of liability for which coverage is provided for under this policy.