

## AMENDATORY UNINSURED MOTORIST COVERAGE ENDORSEMENT - MAINE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

*THIS ENDORSEMENT SUPERCEDES ALL OTHER ENDORSEMENTS WHICH HAVE BEEN MADE PART OF YOUR  
POLICY AND REFERENCE THESE SAME PROVISIONS*

**It is agreed that Section A of Part C- Uninsured Motorists Coverage is amended as follows:**

### **INSURING AGREEMENT**

**A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury:"

- 1.** Sustained by an "insured"; and
- 2.** Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

With respect to coverage under Section **2.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **1.** or **2.** below applies:

- 1.** The limits of liability under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle" have been exhausted by payment of judgments or settlements; or
- 2.** A tentative settlement has been made between an "insured" and the insurer of the "uninsured motor vehicle" and we:
  - a.** Have been given prompt written notice of such tentative settlement; and
  - b.** Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.