

**MAINE
STATE PROVISIONS ENDORSEMENT**

A. Under **AUTOMOBILE LIABILITY, COVERAGE EXCLUSIONS, We** do not cover:

1. item I. is deleted.
2. item J. is deleted.

B. Under **UNINSURED AND UNDERINSURED MOTORISTS:**

1. **ADDITIONAL DEFINITIONS FOR THESE COVERAGES:**

a. **"UNINSURED MOTOR VEHICLE"** means:

- i. item 4.b. is deleted and replaced by:
 - b. the accident is reported within 48 hours to a police officer, a peace or judicial officer, or the Commissioner or Director of Motor Vehicles;
- ii. "The term **uninsured motor vehicle** does not include", item 3. is deleted.

b. **"UNDERINSURED MOTOR VEHICLE"**, "The term **underinsured motor vehicle** does not include", item 3. is deleted.

2. **UNINSURED MOTORISTS COVERAGE**, the last sentence is deleted and replaced by:

We will also provide coverage to any person insured under this policy if that person is legally entitled to recover damages from owners or operators of uninsured, underinsured or hit and run motor vehicles, for **bodily injury** sickness or disease, including death, resulting from the ownership, maintenance or use of such uninsured, underinsured or hit-and-run motor vehicle.

3. **COVERAGE EXCLUSIONS, We** do not cover:

a. item B. is deleted and replaced by:

B. any person who settles a **bodily injury** claim, with any liable party, without **our** written consent if such settlement prejudices **our** right to recover.

b. item F. is deleted.

4. **SETTLEMENT**, the third paragraph, the last sentence is deleted and replaced by:

However, **we** are not bound by any judgment against any person or organization obtained without **our** written consent if such settlement prejudices **our** right to recover.

C. Under **GENERAL POLICY CONDITIONS:**

1. item 3. **FRAUD AND MISREPRESENTATION** is deleted and replaced by:

3. **FRAUD AND MISREPRESENTATION**

We do not provide coverage for any **loss** if **you** or any person seeking coverage has:

- a. concealed or misrepresented any material fact or made any fraudulent statements; or
 - b. in the case of any fraud or attempted fraud, affected any matter regarding this policy or any **loss** for which coverage is sought.
2. item 9. **OUR RECOVERY RIGHT** is deleted and replaced by:

9. **OUR RECOVERY RIGHT**

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom, or on whose behalf, payment was made.

That person must:

- a. hold in trust for **us** all rights of recovery;
- b. sign and deliver to **us** any legal papers relating to the recovery; and
- c. help us exercise those rights and do nothing after loss to prejudice **our** rights.

In the event of recovery, **we** must be repaid for all amounts paid out by **us** plus any related collection expenses. **We** will enforce this provision only in the manner and to the extent permitted under all applicable state laws, and;

- a. we have his/her written approval.

Any recovery by **us** shall be reduced by **our** pro rata share of such person's attorney fees incurred in obtaining the recovery from another source.

3. item 12. **TERMINATION** is deleted and replaced by:

12. **TERMINATION**

CANCELLATION

You may cancel this policy by telling **us** on what future date **you** wish to stop coverage.

We can cancel this policy by mailing a notice to **you**. This notice will be mailed to **you** at **your** last known address as shown on **our** records. The notice will state when the cancellation will be effective.

This notice will be effective not fewer than:

1. 10 days after received by **you** if:
 - a. the cancellation is for nonpayment of premium when due; or
 - b. this policy has been in effect for fewer than 60 days at the time the notice is received by **you**.
2. 20 days after received by **you** if the cancellation is for any other reason.

If **we** are canceling 60 days after **you** received this policy or if this is a renewal or continuation policy, **we** will cancel only for the following reasons:

1. Nonpayment of premium when due.
2. Fraud or material misrepresentation in obtaining the policy, continuing the policy, or in presenting a claim.
3. If any person seeking recovery violates any of the terms or conditions of this policy.
4. If **your** driver's license or that of:
 - a. any driver who lives with **you**; or
 - b. any driver who customarily uses a **covered automobile**;
has been suspended or revoked. This must have occurred:
 - a. during the policy period if this is not a renewal; or
 - b. during the policy period or the 180 days immediately preceding this policy's effective date, if this is a renewal.

However, this item 4. shall not apply with respect to:

- a. a first or second suspension of an adult provisional driver's license resulting from a moving **motor vehicle** violation;
- b. a first or second suspension of a juvenile provisional license resulting from a moving **motor vehicle** violation other than:
 - i. a conviction for operating under the influence of intoxicants or with an excessive blood alcohol level; or
 - ii. operation of a **motor vehicle** with any amount of alcohol in the blood; or
- c. a suspension of the driver's license of a minor resulting from the illegal transportation of liquor in a **motor vehicle**.

NONRENEWAL

If **we** decide not to renew or continue **your** policy, **we** will mail a notice to **you**. This notice will be mailed to **you** at **your** last known address as shown on **our** records. **We** will provide at least 30 days' notice, beginning from the date of **your** receipt of such notice. **We** will have the right not to renew or continue at the expiration date shown in the declarations.

If **we** offer to renew or continue and **you** do not accept, this policy will automatically terminate at the end of the current policy period. The failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

OTHER TERMINATION PROVISIONS

- a. If **you** obtain other insurance on **your covered automobile**, any similar insurance provided by this policy will terminate as to that **automobile** on the effective date of the other insurance.
- b. If the law in effect in **your** state at the time this policy is issued, renewed or continued:

ENDORSEMENT ME700D

- i. requires a longer notice period;
 - ii. requires a special form of or procedure for giving notice; or
 - iii. modifies any of the stated termination reasons;
- we** will comply with those requirements.
- c. A postal service certificate of mailing to **you** at the last known address shown on **our** records will be conclusive proof of receipt of notice:
 - i. on the fifth calendar day after mailing of a notice of cancellation; or
 - ii. on the third calendar day after mailing of a notice of nonrenewal.
 - d. 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** manual rules. However, a refund or offer of a refund is not a condition of cancellation.
 - e. The effective date of cancellation or termination stated in the notice shall become the end of the policy period.

All other provisions of the policy apply except as modified by this and any other endorsement. To the extent there are any conflicts between this endorsement and the policy, this endorsement shall prevail.