

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

## **Maine**

### **Amendatory Endorsement <En> ACR193**

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It is agreed that the policy is amended as follows:

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

A. The following provisions are added:

#### **Cancellation**

**You** may cancel this policy by notifying **us** the future date **you** wish to stop coverage.

During the policy period, **we** may cancel part or all of this policy by mailing notice to **you** at the address shown on the Policy Declarations. **We** will also mail notice to any lienholder named in the Policy Declarations. If **we** cancel because **you** did not pay the premium, the notice will not be effective unless received by **you** at least 10 days prior to the effective date of cancellation. Otherwise, a notice of cancellation will not be effective unless received by **you** at least 20 days prior to the effective date of cancellation.

A postal service certificate of mailing to **you** at **your** last known address will be conclusive proof of receipt of notice on the fifth calendar day after mailing. A refund, if due, will be in proportion to the time **your** policy has been in effect. Cancellation will be effective even if the refund is not made immediately. Any unearned premium amounts under \$2.00 will be refunded upon **your** request.

After **your** original policy has been in effect for 60 days, **we** will not cancel or reduce **your** coverage during the policy period unless:

1. **you** do not pay the premium when it is due.
2. **you** or anyone else who usually operates an **auto** insured under the policy has had a driver's license suspended or revoked during the policy period or, if the policy is a renewal, during its period or the preceding 180 days. This does not apply to the first or second suspension of a provisional license under Title 29, Section 2241-G, Subsection 1 and 2A.
3. the policy was obtained by misrepresentation or by fraud.
4. the submission of a claim has been misrepresented or fraudulent; or
5. the conditions of the policy have been violated.

#### **Non-Renewal**

**We** may elect not to renew part or all of **your** policy. If **we** elect not to renew **your** policy, the notice will be effective when received at least 30 days prior to the expiration date of the policy. A post office department certificate of mailing to **you** at **your** last known address is conclusive proof of receipt on the third calendar day after mailing.

#### **Interest**

**We** will pay interest at an annual rate of two percent of the amount owed, unless another rate is required by statute or law for:

1. interest on judgment, decree or mandated order for payment by a court; or
2. any refund or credit for excess amounts if **we** discover that the premium **we** charged was more than **we** are allowed to by **our** filed and approved rules and rates. No interest will be payable for amounts refunded due to customer initiated policy changes.

#### **Action Against Us**

No one may bring an action against **us** unless:

1. there is full compliance with all policy terms; and
2. the action is commenced within two years of the date the cause of action accrues. However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

#### **Arbitration**

Any claim or dispute in any way related to this policy, by a person insured under this policy against **us** or **us** against a person insured under this policy, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive or exemplary damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

This provision shall not apply to claims or disputes to which the **Uninsured Motorists Insurance, If We Cannot Agree** provision applies.

#### **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 property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Maine, claims or disputes regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to property, covered motor vehicle 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 or 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 property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Maine, lawsuits regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may also be brought in the judicial district where that covered loss to property, covered motor vehicle 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.

- B. The following provisions are replaced:

#### **Communications**

If **you** have indicated **your** willingness to conduct business electronically with **us**, including receiving and signing the electronic forms relating to **your** insurance and other transactions (current and future), the communications **we** may provide to **you** in electronic form include, but are not limited to, policy forms, renewal notices, informational or other notices, disclosures, and premium information notices.

Even when **you** and **we** have agreed that the primary method of communicating with **you** will be in electronic form, **we** may, in **our** discretion, send communications to **you** via U.S. Mail or other carrier instead of, or in addition to, providing them to **you** electronically. Electronic communications provided to **you** will have the same force and effect as if sent to **you** via U.S. Mail or other carrier with proof of mailing. Proof of electronic notification will be sufficient proof of notice for all electronic communications pertaining to this policy.

#### **Fraud Or Misrepresentation**

**We** may not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

- C. The **Payment, Conditional Reinstatement, and Loss Reduction And Other Items** provisions are deleted.

- II. **Part 1<Em>Automobile Liability Insurance** is amended as follows:

- A. In **Additional Definitions For Part 1**, the following is added to the definition of **Insured person**:
- c) Any other person or organization liable for the use of an **insured auto**, provided:
- 1) the **auto** is not owned or hired by the person or organization, and
  - 2) the use is by a person described under 2 a) or 2 b) above.
- B. In **Exclusions<Em>What Is Not Covered**, item 10 is replaced by the following:
10. **bodily injury** or property damage intended by, or reasonably expected to result from, the intentional acts or omissions of an **insured person**. This exclusion applies even if:
- a) such **bodily injury** or property damage is of a different kind or degree than intended or reasonably expected; or
  - b) such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.
- This exclusion does not apply to **insured persons** who are innocent of involvement with the intentional acts or omissions of an **insured person**.

- C. The following provision is added:

#### **Action Against Us**

No **insured person** may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1<Em>Automobile Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced no later than the last of the following to occur:

1. two years after the date of the accident;
2. two years after entry of final judgment or other court order terminating a lawsuit against the insured to determine the insured's liability or the amount of the insured's liability arising out of the accident;
3. two years after **we** agree to a settlement; or
4. if **we** have denied coverage and the **insured person** has thereafter settled with the claimant without any lawsuit being filed to determine the insured's liability or the amount of the insured's liability arising out of the accident, within two years after the denial of coverage.

If the **insured person** is subjected to claims arising out of the same accident by more than one person claiming **bodily injury** or property damage, the time for the **insured person** to bring an action against **us** shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the **insured person**.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an **insured person** may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility of an **insured person**.

- III. In **Part 2<Em>Automobile Medical Payments**, the following provision is added:

#### **Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2<Em>Automobile Medical Payments**, unless there is full compliance with all policy terms and such action is commenced within two years after the date the expenses for which coverage is sought were actually incurred by an **insured person**.

#### **Subrogation Rights**

When **we** pay under **Part 2<Em>Automobile Medical Payments**, an **insured person's** rights of recovery from anyone else become **ours** up to the amount **we** have paid. An **insured person** must protect these rights and, at **our** request, help **us** enforce them.

**We** may withhold payment, in excess of the financial requirement specified in 29-A M.R.S. §1605-A, until **we** receive a properly executed reimbursement and subrogation agreement.

#### 1. **Subrogation**

If **we** are obligated under this policy to make payment to or for an insured or organization 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 or organization 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) executing any documents **we** may need to assert that legal right; and
- c) taking legal action through **our** representatives when **we** ask, including, but not limited to, participating in court proceedings and other litigation-related activities, such as depositions.

#### 2. **Reimbursement**

If **we** make payment under this policy and the insured or organization to or for whom **we** make payment recovers or has recovered from another person or organization 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 the subtraction to account for the pro rata share of that 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.

- IV. **Part 3<Em>Protection Against Loss To The Auto** is amended as follows:

- A. The following provisions are added to **Part 3<Em>Protection Against Loss To The Auto**:

#### **Assignment Of Claim Rights And Obligations**

In the event of a loss covered under Part 3 of this policy, **you** may assign to another party **your** right to receive claim proceeds that are otherwise payable to **you** under Part 3 of this policy, provided **you** have complied with all policy terms and **you** and **we** have agreed on the amount of claim proceeds to be paid. **You** may also assign **your** right to receive any supplemental claim proceeds **we** agree to pay. If **we** do not agree on the amount of supplemental claim proceeds to be paid, **you** (not the assignee) or **we** may demand an appraisal of the loss under the **Right To Appraisal** provision of this policy. Except as provided in this provision, **you** may not assign to any other party any rights or obligations under this policy related to a claim, or part of a claim, made or to be made under Part 3 of this policy.

Any assignment **you** make must be in writing and, at **our** request, **you** must provide **us** a copy of the assignment.

#### **Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3<Em>Protection Against Loss To The Auto**, unless there is full compliance with all policy terms and such action is commenced within two years after the date of loss.

- B. In **Exclusions<Em>What Is Not Covered**, item 19 is removed.

All other policy terms and conditions apply.