

Here is your **Changes To Your Automobile Insurance Policy**

Meemic Insurance Company



We are making changes to our Automobile Insurance Policy that will affect your insurance policy. Some of these changes reduce or eliminate coverage or could potentially reduce or eliminate coverage, while others broaden coverage. The following summarizes changes being made to your policy. These changes are contained in the enclosed Automobile Insurance Policy form, and apply to policies renewing on November 1, 2024 and later.

Provisions that may limit or reduce coverage depending on the specific facts of loss, state law, and policy language have been marked in **bold**.

Please carefully review this Notice along with the Automobile Insurance Policy included in this mailing.

Summary of Changes

1. The policy and endorsement forms have been redesigned.
2. We replaced all references to the word Declarations Page with Declaration Certificate throughout the policy.
3. Under What You Must Do In Case Of Accident Or Loss
 - a. We have added in Other Duties a person claiming any coverage under this policy must allow us to examine any other persons or witnesses, under oath, while not in the presence of any person claiming, or who may claim, any coverage under this policy. This must be done as often as we may reasonably require.
4. Under Definitions Used Throughout This Policy:
 - a. We have added definitions for Standby period, TNC, TNC auto, TNC driver, and TNC insurance coverage.
 - b. We have removed definitions for Additional insured, Lessee, Loss, Permanently attached, and Titleholder.
 - c. The defined term Insured car has been replaced with Insured auto. The defined term Other car has been replaced with Other auto. The defined term Replacement car has been replaced with Replacement. The defined term Temporary Substitute Car has been replaced with Temporary substitute.
 - d. We have revised definitions for Additional car, Car business, Covered auto, K-12 school, Lienholder, Pollutants, Private Passenger Vehicle, Property damage, Rated driver, Replacement, Resident relative, Temporary Substitute, Trailer, Transportation network service, War, We, us and our(s), and You and your.
5. Previous Part III – Uninsured Motorist Insurance Coverage and previous Part IV – Underinsured Motorist Insurance Coverages are now contained within Part III – Uninsured and Underinsured Motorists Bodily Injury Coverage.
6. Previous Part V – Car Damage Insurance Coverages is now Part IV – Car Damage Insurance Coverages.
7. Previous Part VI – Additional Car Option and previous Part VII – Additional Insured – Titleholder or Lessee have been removed.
8. We have added an Insuring Agreement for Transportation Network Company Coverage to Part I, Part II, Part III, and Part IV.
9. Under Part I – Bodily Injury And Property Damage Liability Coverages, we have made changes to the following sections:
 - a. Insuring Agreement
 - 1) We have added an Insuring Agreement for Broadened Other Car Coverage.
 - b. Exclusions
 - 1) We have clarified that liability coverage does not cover the use of any vehicle leased for 31 days or more or furnished or available for frequent or regular use by you, a resident of your household, or a rated driver, unless it is a covered auto.
 - 2) **Exclusion 4.d.1) has been modified to include employment purposes.**
 - 3) We have added that when Transportation Network Company Coverage applies, exclusion 4. does not apply to a TNC driver's use of a TNC auto during the standby period, unless the TNC driver is carrying persons or property for compensation or a fee at the time of the accident.

- 4) We have added an exception to exclusion 4.I., stating that the criminal act part of this exclusion does not apply without a court or other adjudicatory body having convicted, including entry of a plea agreement, an insured person of a criminal act that resulted in loss. In addition, this exclusion does not apply to moving traffic violations.

c. Other Insurance

- 1) We have clarified that if there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our Limit of Liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle or trailer you do not own shall be excess over any other collectible insurance.
- 2) We have added when Transportation Network Company Coverage applies, for an accident involving a TNC driver using a TNC auto during the standby period, that our Liability insurance will be excess over TNC insurance coverage and the amount we pay will never exceed the greater of the amount by which the Limit of Liability of this policy exceeds the amount of the collectible TNC insurance coverage or \$10,000.

10. Under Part II – Michigan No-Fault Coverages, we made changes to the following sections:

a. Definitions

- 1) We have removed the definition of moped.
- 2) We have clarified that the definition of Insured person means you, if an individual, and any resident relative and any other person who is injured as a result of an accident involving the insured motor vehicle while occupying a motorcycle.

b. Insuring Agreement

- 1) A new insuring agreement for Attendant Care Rider has been added.

c. Exclusions

- 1) **Exclusion 2.c) has been modified to express that this insurance does not apply to bodily injury to you while occupying, or through being struck by while not occupying, a motor vehicle or motorcycle owned or registered by you and for which the insurance required by the Code is not in effect.**
- 2) **Exclusion 2.d) has been modified to express that this insurance does not apply to bodily injury to a resident relative while occupying, or through being struck by while not occupying, a motor vehicle or motorcycle, if the resident relative is the owner or registrant of that motor vehicle or motorcycle and for which the insured required by the Code is not in effect.** In your prior policy, this was exclusion 2.E.
- 3) **Exclusion 2.o) has been added for bodily injury to any rated driver.**
- 4) We have added that when Transportation Network Company Coverage applies, exclusion 3.b) does not apply to a TNC driver's use of a TNC auto during the standby period, unless the TNC driver is carrying persons or property for compensation or a fee at the time of the accident.

d. Limit Of Liability

- 1) **The limit for funeral and burial expenses has been reduced to \$2,000.**

e. Arbitration

- 1) Previous item 5. has been removed.

11. Under Part III - Uninsured Motorists Bodily Injury Coverage, we made changes to the following sections:

a. Definitions

- 1) The definition of Insured person has been updated to include you, a resident relative, rated driver, any other person while occupying a covered auto with the permission of you, a resident relative, or a rated driver and any person who is entitled to recover damages covered by Part III because of bodily injury sustained by a these persons.
- 2) The definition of Uninsured motor vehicle has been modified to include a land motor vehicle or trailer of any type and to clarify that if there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved.
- 3) We have clarified that Uninsured motor vehicle has been expanded to include a motor vehicle which causes a vehicle it hits to make direct physical contact with you, a resident relative, or a rated driver; a motor vehicle

which you, a resident relative, or a rated driver are occupying; or a covered auto.

4) We have clarified that underinsured motor vehicle does not include an uninsured motor vehicle.

b. Insuring Agreement – Underinsured Motorists Bodily Injury Coverage

1) The Insuring Agreement has been modified to specify that we will not be bound by any judgment, award, or settlement for damages arising out of a lawsuit or any other action brought against the operator, owner, other person, or organization legally responsible for an uninsured motor vehicle or any judgment, award, or settlement obtained by any other means that prejudices any of our rights under the provisions of this policy.

c. Exclusions

1) **Exclusion 1.b.1) has been modified to include employment purposes.**

d. Arbitration – Part III

1) We have clarified under this condition unless all parties agree otherwise, arbitration will take place in the county in which the insured person resides. Local rules of law as to procedure and evidence will apply.

12. Under Part IV - Car Damage Insurance Coverages, we made changes to the following sections:

a. Definitions

- 1) We have added definitions for Depreciation, Extra equipment, New vehicle and Permanently attached.
- 2) We have removed definitions for Diminution in Value and Hill Climb.
- 3) We have revised definitions for Betterment, Collision, Depreciation, Equipment, Insured person, Loss and Substantially at Fault.

b. Insuring Agreements

- 1) **\$20 a day/\$600 total transportation costs have been removed.**
- 2) **\$50 locksmith expense has been removed.**
- 3) Previous Insuring Agreement – Standard Collision Coverage is now Basic Collision Coverage.
- 4) Previous Insuring Agreement – Car Rental And Travel Expense Coverage is now Car Rental Coverage.
- 5) \$400 Travel Expense limit has been removed under Insuring Agreement Car Rental Coverage.
- 6) Previous Insuring Agreement – Total Special Equipment Coverage is now referred to as Extra Equipment Coverage.
 - a) We have clarified that coverage may only be purchased if the covered auto has Comprehensive Coverage. In addition, we will pay for loss in excess of \$5,000 if the loss is covered under your Comprehensive and Collision Coverage.
 - b) In no event will payment under this coverage exceed either the actual cash value of the covered auto, including its extra equipment or \$5,000 plus the limit shown for this coverage on the Declaration Certificate.
- 7) We have added an Insuring Agreement for Enhanced Exterior Repair Option, Enhanced Total Loss Replacement Coverage and Loan/Lease Gap Coverage.

c. Deductible

1) A new coverage feature, Disappearing Deductible, has been added. A reduced deductible applies during the policy term if “Includes Disappearing Deductible” is shown on the Declaration Certificate for Comprehensive or Collision Coverage. Eligibility for Disappearing Deductible begins on the first renewal that occurs after a qualifying policy is considered in effect for six months, and will continue until after a first paid claim with a deductible greater than \$0 occurs or the policy no longer qualifies for Disappearing Deductible.

d. Supplementary Payments

1) Towing and Storage has been added to your policy. In the event of a covered loss to an insured auto under Part IV of this policy, we will pay for the reasonable and customary fees for towing the insured auto from the scene of an accident, reasonable and customary storage fees, and debris removal. Please review your policy for additional details.

e. Exclusions

- 1) **Exclusion 2.a. has been modified to include employment purposes.**
 - 2) We have added exceptions to exclusion 2. when Transportation Network Company Coverage applies.
 - 3) **We have added an exclusion for an insured auto while it is subject to any rental, lease, sale, or consignment agreement not shown on the Declaration Certificate or on any other endorsement issued by us.**
 - 4) We have clarified within exclusion 9. that loss to any other type trailer or pickup camper unit body or cap, owned by the insured person, that is not described on the Declaration Certificate or rated through an appropriate adjustment to the vehicle rating factor is limited to \$1,000.
 - 5) **We have added an exclusion to an other auto or a temporary substitute when the insured person is not covered by any other insurance that applies.**
 - 6) **We have added an exclusion for loss in excess of \$5,000 to extra equipment permanently attached to the covered auto unless Extra Equipment Coverage has been purchased or the premium for the covered auto has been adjusted to reflect the value of the extra equipment.**
 - 7) **We have added an exclusion to an insured auto operated by you, a resident relative, or a rated driver while fleeing or eluding or attempting to flee or elude a police officer.**
 - 8) **We have clarified under exclusion 20. that we will not pay for loss under this Part to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of you, a resident relative, a rated driver, or the owner of a non-owned auto.** This exclusion does not apply to moving traffic violations or to a claim by an insured person based on property damage resulting from an act, or pattern, of abuse or domestic abuse if that insured person did not cooperate in or contribute to the creation of the property damage. In addition, the criminal act part of this exclusion does not apply without a court or adjudicatory body having convicted, including entry of a plea agreement, an insured person of a criminal act that resulted in loss.
13. Under General Policy Conditions Applying To All Parts Of This Policy, we have made changes to the following sections:
- a. Condition 7. Suit Against Us is now Lawsuit Against Us.
 - b. Condition 10. Cancellation and Conditional Reinstatement, and Condition 11. Cancellation By Us, Limited, have been combined into the revised Condition 10. Cancellation.
 - c. Additional Car And Replacement Car Option has been added.
 - d. Non-Assessable has been removed.
14. Endorsements
- a. Previous endorsement Excess Attendant Care Rider is now contained as an optional endorsement listed under Part II – Michigan No-fault Coverages.
 - b. Previous endorsement Expanded Total Loss is now contained as an optional endorsement listed under Part IV – Car Damage Insurance Coverages.

This summary is intended to provide general information concerning your insurance policy and does not grant any coverage. All coverages are subject to the limits of liability, conditions and other terms of the policy form and endorsements. Coverage determinations are made on a claim-by-claim basis after review of the specific facts of loss, state law, and policy language.