

SPECIAL PROVISIONS – MAINE

EFFECTIVE TIME

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy will not become effective until such other coverage has terminated.

DEFINITIONS

The following definitions are added:

9. "Actual cash value" means the replacement cost of covered property at the time of loss, less the value of physical depreciation as to the damaged property.
10. "Physical depreciation" means a value as determined according to standard business practices.

SECTION I – PROPERTY COVERAGES

COVERAGE C – PERSONAL PROPERTY

SPECIAL LIMITS OF LIABILITY

Items 10. and 11. are deleted and replaced by the following (these are Items 7. and 8. in Form HO 00 08):

10. \$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a. Accessories or antennas; or
 - b. Tapes, wires, records, discs or other media;for use with any electronic apparatus described in this Item 10.
11. \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
 - a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - b. Is away from the "residence premises"; and
 - c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
 - b. Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this Item 11.

PROPERTY NOT COVERED

Item 3.b. is deleted and replaced by the following:

3. Motor vehicles or all other motorized land conveyances. This includes:
 - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
 - (1) Accessories or antennas; or
 - (2) Tapes, wires, records, discs or other media;for use with any electronic apparatus described in this Item 3.b.The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

SECTION I – ADDITIONAL COVERAGES

4. **Fire Department Service Charge** is deleted and replaced by the following:

4. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

This coverage is additional insurance. No deductible applies to this coverage.

9. **Glass Or Safety Glazing Material** is deleted and replaced by the following:

9. **Glass Or Safety Glazing Material**

a. We cover:

(1) For all forms other than **HO 00 04** and **HO 00 06**, the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:

(a) Form **HO 00 04**, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions and Alterations;

(b) For Form **HO 00 06**, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A**; and

(2) For all forms other than **HO 00 04** and **HO 00 06**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:

(a) Form **HO 00 04**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and

(b) Form **HO 00 06**, the breakage, caused directly by Earth Movement, of glass or safety material which is part of a building, storm door or storm window, and covered under Coverage **A**; and

(3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

(1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or

(2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Additional Coverage **9**. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For Forms **HO 00 01** and **HO 00 08**, we will pay up to \$100 for loss under this coverage.

This coverage does not increase the limit of liability that applies to the damaged property.

(This is Additional Coverage **8**. in Forms **HO 00 01** and **HO 00 08**.)

SECTION I – EXCLUSIONS

1. **Ordinance or Law** is deleted and replaced by the following:

1. Ordinance Or Law, meaning any ordinance or law:

a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **1.a.** in all forms other than **HO 00 03**, and **1.a.(1)** in Form **HO 00 03**, does not apply to the amount of coverage that may be provided for under Additional Coverages, Glass Or Safety Glazing Material;

b. The requirements of which result in a loss in value to property; or

c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion **1.a.** in Form **HO 00 03**.)

2. **Earth Movement** is deleted and replaced by the following:

2. Earth Movement, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

a. Fire; or

b. Explosion;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

(This is Exclusion **1.b.** in Form **HO 00 03**.)

4. **Power Failure** is deleted and replaced by the following:

4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss or damage caused by that Peril Insured Against.

(This is Exclusion 1.d. in Form HO 00 03.)

8. **Intentional Loss** is deleted and replaced by the following:

8. Intentional Loss

We do not provide coverage for an "insured" who commits or directs an act with the intent to cause a loss.

(This is Exclusion 1.h. in Form HO 00 03.)

SECTION I – CONDITIONS

3. Loss Settlement

Under Form HO 00 06, Item b.(2) is deleted and replaced by the following:

(2) If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

8. **Suit Against Us** is deleted and replaced by the following:

8. Suit Against Us

No action can be brought unless the policy provisions have been complied with and the action is started within two years after the date of loss.

10. **Loss Payment** is deleted with respect to non-fire-related losses and replaced by the following:

10. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:

- a. Reach an agreement with you;
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with us.

12. Mortgage Clause (All Forms Except HO 00 04)

The following paragraphs are added:

If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the "insured", such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the "insured" fails to render proof of loss, such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.

If this Company shall claim that no liability existed as to the mortgagor or owner, it shall to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage.

Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

SECTION II – LIABILITY COVERAGES

Under Coverage E – Personal Liability, Item 1. is deleted and replaced by the following in all forms and Endorsement HO 24 73:

- 1. Pay up to our limit of liability for the damages for which the "insured" is legally liable; and

SECTION II – EXCLUSIONS

Under 1. Coverage E – Personal Liability and Coverage F – Medical Payments To Others:

- 1. Item a. is deleted and replaced by the following:
 - a. Which is expected or intended by one or more "insureds";
 - 2. Item f. is deleted and replaced by the following in all forms:
 - f. Arising out of:
 - (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
 - (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in Paragraph (1) or (2) above.
- This exclusion does not apply to:
- (1) A trailer not towed by or carried on a motorized land conveyance.
 - (2) A motorized land conveyance, designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) Not owned by an "insured"; or

- (b) Owned by an "insured", provided the "occurrence" takes place on an "insured location" as defined in Definitions, Paragraphs **4.a., b., d., e. or h.**
 - (3) A motorized golf cart when used to play golf on a golf course;
 - (4) A vehicle or conveyance not subject to motor vehicle registration:
 - (a) While it is in dead storage on an "insured location";
 - (b) While it is being used to service an "insured's" residence; or parked or stored there; or
 - (c) Which is designed to assist a handicapped person but only while it is:
 - (i) Being used to assist a handicapped person; or
 - (ii) Parked or stored.
3. Paragraph **f.** is deleted and replaced by the following in Farmers Personal Liability Endorsement **HO 24 73:**
- f.** Arising out of:
- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
 - (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in Paragraph (1) or (2) above.
- This exclusion does not apply to:
- (1) A trailer not towed by or carried on a motorized land conveyance.
 - (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) Not owned by an "insured"; or
 - (b) Owned by an insured, provided the "occurrence" takes place on an "insured location" as defined in Definitions, Paragraphs **2.a., b., d., e. or h.**
 - (3) A motorized golf cart when used to play golf on a golf course;
 - (4) A vehicle or conveyance not subject to motor vehicle registration:
 - (a) While it is in dead storage on an "insured location";

- (b) While it is being used to service an "insured's" location; or parked or stored there; or
- (c) Which is designed to assist a handicapped person but only while it is:
 - (i) Being used to assist a handicapped person; or
 - (ii) Parked or stored.

Under Item **2. Coverage E – Personal Liability**, Paragraph **f.** is deleted and replaced by the following in all forms and Endorsement **HO 24 73:**

- f.** "Bodily injury" to you or to any son or daughter of yours, if a resident of your household.

SECTION II – ADDITIONAL COVERAGES

Under **1. Claim Expenses**, the following paragraph is added:

- e.** Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.
- f.** Post-judgment interest is supplemental to policy limits and will be paid as provided by Maine law.

SECTIONS I AND II – CONDITIONS

2. Concealment Or Fraud is deleted and replaced by the following:

2. Concealment Or Fraud

We do not provide coverage for the "insured" who, whether before or after a loss, has:

- a.** Intentionally concealed or misrepresented any material fact or circumstance;
- b.** Engaged in fraudulent conduct; or
- c.** Made false statements; relating to this insurance.

Under **5. Cancellation**, Paragraph **b.** is deleted and replaced by the following:

- b.** We may cancel this policy subject to the provisions of this condition by notifying you in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to you, or mailed to you at your last known address. A postal service certificate of mailing to you will be conclusive proof of notification on the fifth calendar day after mailing.

- (1) When you have not paid the premium, whether payable to us or our agent or under any finance or credit plan, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

- (2) When this policy has been in effect for less than 90 days (less than 120 days if policy covers a secondary residence expected to be continuously unoccupied for 3 or more months in an annual period) and is not a renewal with us, we may cancel for any reason. Except as provided in **b.(1)** above, we will let you know at least 20 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 90 days or more (120 days or more if policy covers a secondary residence expected to be continuously unoccupied for 3 or more months in an annual period), or at any time if it is a renewal with us, we may cancel for one or more of the following reasons by letting you know at least 20 days before the date cancellation takes effect:
- (a) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against;
 - (b) Fraud or material misrepresentation by you or your representative in obtaining this policy;
 - (c) Fraud or material misrepresentation by you in pursuing a claim under this policy;
 - (d) Grossly negligent acts or omissions by an "insured" which substantially increase any hazard insured against; or
 - (e) Physical changes in the insured property which result in the property becoming uninsurable.
 - (f) The insured property is vacant and custodial care is not maintained on the property;
 - (g) A trampoline which remains on the insured property for 30 days or more after the date of notice you receive from us notifying you of our intent to cancel the policy if it is not removed;
 - (h) An unfenced or improperly fenced swimming pool which remains on the insured property for 30 days or more after the date of notice you receive from us notifying you of our intent to cancel the policy if it is not removed or fenced as required by law;
 - (i) A loss caused by dog bite and the presence of a dog remains after you receive from us our intent to cancel the policy; or
 - (j) Your failure to comply with reasonable loss control recommendations within 90 days after you receive from us our intent to cancel the policy.

6. Nonrenewal is deleted and replaced by the following:

6. Nonrenewal

We may elect not to renew this policy. We may do so by letting you know in writing at least 30 days before:

- a. The expiration date of the policy, for a policy written for a term of one year or less; or
- b. The anniversary date of the policy, for a policy written for a term of more than one year or for an indefinite term.

This nonrenewal notice, together with our reason for nonrenewal, may be delivered to you, or mailed to you at your last known address. A post office department certificate of mailing to you will be conclusive proof of notification on the third calendar day after mailing.

The following paragraph is added:

10. Concealment or Fraud

We do not provide coverage for the "insured" who, whether before or after a loss, has:

- 1. Intentionally concealed or misrepresented any material fact or circumstance;
 - 2. Engaged in fraudulent conduct; or
 - 3. Made false statements;
- relating to this insurance.

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

- 1. If the injury, loss or death occurred during actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;
- 2. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- 3. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or
- 4. If we fail to provide this written notice to the insured whenever the policy is issued or when new policy forms are issued upon renewal.

All other provisions of this policy apply.