



FE-3472 RENTERS POLICY ENDORSEMENT (Maine)

DEFINITIONS

Definitions 6. and 7. are replaced by the following:

6. “**motor vehicle**”, when used in Section II of this policy, means:
 - a. a land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 - c. a “recreational vehicle” while off an **insured location**. “Recreational vehicle” means a motorized vehicle designed for recreation principally off public roads that is owned or leased by an **insured**. This includes, but is not limited to, a motorized all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike and personal assistive mobility device. “Leased” does not include temporary rental;
 - d. a “locomotive” while off an **insured location**. “Locomotive” means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an **insured**. “Leased” does not include temporary rental;
 - e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle or road building vehicle that is owned or leased by an **insured** while off an **insured location**. “Leased” does not include temporary rental; and
 - f. any vehicle while being towed or pushed by or carried on a vehicle included in a., b., c., d. or e.

The following are not **motor vehicles**:

- a. a boat, camp, home or utility trailer not being towed or pushed by or carried on a vehicle included in a., b., c., d. or e. above;
- b. a motorized land vehicle in dead storage on an **insured location**;
- c. a motorized golf cart while used for golfing purposes;
- d. a motorized vehicle or trailer designed to assist the handicapped that is not designed for travel on public roads or subject to motor vehicle registration; or

- e. a commercially manufactured 2, 3 or 4 wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer’s power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.

7. “**occurrence**”, when used in Section II of this policy, means an accident, including exposure to conditions, which first results in:

- a. **bodily injury**; or
- b. **property damage**;

during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents or from continuous and repeated exposure to the same general conditions is considered to be one **occurrence**.

Definition 11. is added:

11. “**State Farm Companies**” means one or more of the following:
 - a. State Farm Mutual Automobile Insurance Company;
 - b. State Farm Fire and Casualty Company; and
 - c. subsidiaries or affiliates of either a. or b. above.

SECTION I – COVERAGES

COVERAGE B – PERSONAL PROPERTY

Special Limits of Liability is replaced by the following:

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins and medals, including any of these that are a part of a collection, bank notes, bullion, gold other than goldware, silver other than silverware and platinum;
- b. \$1,500 on property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, while on the **residence premises**. This coverage is limited to \$750 on such property away from the **residence premises**.
Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage;
- c. \$1,000 in the aggregate on:
 - (1) securities, checks, cashiers checks, travelers checks, money orders;

- (2) gift certificates, gift cards, rechargeable debit cards, phone cards and other negotiable instruments;
- (3) accounts, deeds, evidences of debt, letters of credit, notes other than bank notes;
- (4) manuscripts, passports; and
- (5) tickets;
- d. \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
- e. \$1,500 on trailers not used with watercraft;
- f. \$1,000 for loss by theft of jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones;
- g. \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;
- h. \$2,500 for loss by theft of firearms;
- i. \$2,500 for loss by theft of silverware and goldware;
- j. \$5,000 in the aggregate on electronic data processing system equipment, including but not limited to:
 - (1) mobile personal communication equipment;
 - (2) global positioning systems;
 - (3) mobile personal electronic devices used for the reproduction of sound; and
 - (4) standard media or non-media equipment for use with the above devices;
- k. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any:
 - (1) rug;
 - (2) carpet (except wall-to-wall carpet);
 - (3) tapestry;
 - (4) wall-hanging; or
 - (5) other similar article; and
- l. \$500 on commercially manufactured 2, 3 or 4 wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include those not licensed for use on public highways which are designed for assisting the handicapped.

Item 2., **Property Not Covered**, is replaced by the following:

- 2. **Property Not Covered.** We do not cover:
 - a. articles separately described and specifically insured in this or any other insurance;

- b. animals, birds or fish;
- c. any engine or motor-propelled vehicle or machine, including the parts, designed for movement on land, except as provided in **Special Limits of Liability**, item l. We do cover those not licensed for use on public highways which are:
 - (1) used solely to service the **insured location**; or
 - (2) designed for assisting the handicapped;
- d. devices or instruments for the recording or reproduction of video or sound permanently attached to an engine or motor-propelled vehicle. We do not cover tapes, discs, wires, videos or other media that may be used with these devices or instruments while in the vehicle;
- e. aircraft and parts;
- f. property of roomers, boarders, tenants and other residents not related to an **insured**. We do cover property of roomers, boarders and other residents related to an **insured**;
- g. property regularly rented or held for rental to others by an **insured**. This exclusion does not apply to property of an **insured** in a sleeping room rented to others by an **insured**;
- h. property rented or held for rental to others away from the **residence premises**;
- i. any radio devices or transmitters, global positioning systems, radar or laser detectors, antennas and all other similar equipment permanently attached to an engine or motor-propelled vehicle;
- j. (1) books or records of accounts receivable;
(2) abstracts or other journals;
(3) architectural or technical drawings;
(4) card index systems; or
(5) other records.

This exclusion does not apply to any recording or storage media for electronic data processing. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records;

- k. recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market;
- l. purchased or created data, sound or video that cannot be replaced with like kind and quality on the current retail market which is transferred or

downloaded onto mobile communication equipment, global positioning systems or electronic devices used for the reproduction of video or sound;

- m. contraband, or any property used in the course of illegal consumption, possession, import, export or trade; or
- n. outdoor hardscape property used for aesthetic purposes except as provided in **SECTION I – ADDITIONAL COVERAGES**.

COVERAGE C – LOSS OF USE

Item 3., **Prohibited Use**, is replaced by the following:

- 3. **Prohibited Use.** We cover Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits your use of the **residence premises**, provided that:
 - a. direct physical damage occurs to any property, other than covered property located on the **residence premises**, arising from a cause of loss that would be a Loss Insured under this policy if the damage had occurred to property on the **residence premises**;
 - b. the **residence premises** is within one mile of property damaged by a cause of loss identified in 3.a. above; and
 - c. the action of the civil authority is taken in response to:
 - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;
 - (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
 - (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We do not cover loss or expense due to cancellation of a lease or agreement.

SECTION I – ADDITIONAL COVERAGES

Items 1., 3. and 12. are replaced by the following:

- 1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense. This

additional amount of insurance does not apply to Additional Coverage, item 3. **Trees, Shrubs and Landscaping.**

- 3. **Trees, Shrubs and Landscaping.** We cover outdoor:
 - a. trees, shrubs, live or artificial plants, and lawns;
 - b. artificial grass; and
 - c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the **residence premises**, for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the **residence premises**), Vandalism or malicious mischief or Theft.

The limit for this coverage, including the removal of debris, shall not exceed 10% of the amount shown in the **Declarations** for COVERAGE B – PERSONAL PROPERTY. We will not pay more than \$750 for any one outdoor tree, shrub, plant or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. We do not cover property grown for **business** purposes.

- 12. **Collapse.** We insure only for direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. perils described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**. These perils apply to covered building and personal property for loss insured by this Additional Coverage;
- b. decay, deterioration, insect damage or vermin damage, all that are hidden from view, of a:
 - (1) connector; or
 - (2) structural member of a building;unless the presence of such damage is known to an **insured** prior to collapse;
- c. weight of contents, equipment, animals or people;
- d. weight of ice, snow, sleet or rain which collects on a roof, porch or deck; or
- e. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of the construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, dock, trellis or antenna or its supporting structure is not included under items b., c., d., and e. unless the loss is the direct and immediate cause of the collapse of the building.

This coverage does not increase the limit applying to the damaged property.

SECTION I – LOSSES INSURED

COVERAGE B – PERSONAL PROPERTY

Items 9.b.(3)(c) and 15. are replaced by the following:

9. b. (3) (c) of:
- (i) securities, checks, cashiers checks, travelers checks, money orders;
 - (ii) gift certificates, gift cards, rechargeable debit cards, phone cards and other negotiable instruments;
 - (iii) accounts, deeds, evidences of debt, letters of credit, notes other than bank notes;
 - (iv) manuscripts, passports; and
 - (v) tickets;

15. **Sudden and accidental damage** to electrical appliances, devices, fixtures and wiring from an increase or decrease of artificially generated electrical current. We will pay up to \$1,500 under this peril for each damaged item described above.

SECTION I – LOSSES NOT INSURED

Item 1.c. and 1.d. are replaced by the following:

1. c. **Water**, meaning:
- (1) flood, surface water, waves (including tidal wave, tsunami, and seiche) tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not;
 - (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area;
 - (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or

- (4) material carried or otherwise moved by any of the water, as described in paragraphs (1) through (3) above.

However, we do insure for any direct loss by fire, explosion or theft resulting from water, provided the resulting loss is itself a Loss Insured.

1. d. **Neglect**, meaning neglect of the **insured** to use all reasonable means to save and preserve property at and after the time of loss.

SECTION I – CONDITIONS

Suit Against Us is replaced by the following:

7. **Suit Against Us**. No action shall be brought unless there has been compliance with the policy provisions and the action is started within two years after the date of loss or damage.

Loss Payment is replaced by the following:

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

Intentional Acts is deleted.

SECTION II – LIABILITY COVERAGES

SECTION II – ADDITIONAL COVERAGES

Items 1.a., 1.c. and 1.d. are replaced by the following:

1. **Claim Expenses**. We pay:
- a. expenses we incur and costs taxed against an **insured** in suits we defend. Taxed costs do not include attorney fees;
 - c. reasonable expenses an **insured** incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding us in the investigation or defense of claims or suits;
 - d. interest the **insured** is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages we pay; or
 - (2) the Coverage L limit; and

SECTION II – EXCLUSIONS

Exclusion 1.h. is deleted.

Exclusion 2., the following is added:

bodily injury to the named insured, spouse or resident children.

Exclusion 3., the following is added:

to you or any **insured** within the meaning of part a. or b. of the definition of **insured**.

SECTION II – CONDITIONS

Item 1., **Limit of Liability**, is replaced by the following:

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each **occurrence** for the policy period in which the **bodily injury** or **property damage** first occurs, regardless of the number of **insureds**, claims made or persons injured. No additional limits or coverage will be available for the **occurrence** under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.

The following condition is added to item 4., **Duties of an Injured Person – Coverage M**:

- d. the injured person, or, when appropriate, someone acting on behalf of that person, shall:
 - (1) provide us with any required authorizations; and
 - (2) submit to us all information we need to comply with state or federal law.

SECTION I AND SECTION II – CONDITIONS

Concealment or Fraud is replaced by the following:

2. **Concealment or Fraud.** We do not provide coverage to the **insured** who under this policy has intentionally concealed or misrepresented any material fact or circumstance, engaged in fraudulent conduct, or made false statements relating to this insurance, whether before or after a loss.

Cancellation, item b. is replaced by the following:

- b. We may cancel this policy only for the reasons stated in this condition. We will notify you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your last mailing address known to us. If notice is mailed, a post office certificate of mailing will be conclusive proof of receipt of notice on the fifth calendar day after mailing.
 - (1) When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.
 - (2) When this policy has been in effect for less than 90 days at the time notice of cancellation is received and is not a renewal with us, we may cancel for any reason. We may cancel by

notifying you at least 25 days before the date cancellation takes effect.

- (3) When this policy has been in effect for 90 days or more, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons and then only by mailing or delivering written notice to you stating when, not less than 30 days thereafter, such cancellation shall be effective:
 - (a) your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against;
 - (b) discovery of fraud or material misrepresentation by either of the following:
 - (i) you or your representative in obtaining this insurance;
 - (ii) you in pursuing a claim under this policy;
 - (c) discovery of negligent acts or omissions by you substantially increasing any of the hazards insured against;
 - (d) physical changes in the insured property which result in the property becoming un-insurable;
 - (e) the insured property is vacant and custodial care is not maintained on the property;
 - (f) the presence of a trampoline on the premises if the **insured** is notified that the policy will be cancelled if the trampoline is not removed and the trampoline, after notice, remains on the property 30 or more days after the date of notice;
 - (g) the presence of a swimming pool upon the insured property that is not fenced in, in accordance with the standards established in Title 22, section 1631, if the pool remains in noncompliance with those standards for 30 days after notice by the insurer of the defective condition and intent to cancel the policy;
 - (h) a loss occasioned by a dog bite, unless, after notice of cancellation or nonrenewal is received, the **insured** removes the dog; or
 - (i) failure to comply with reasonable loss control recommendations within 90 days after notice from the insurer.

Nonrenewal, the following is added:

This condition does not apply:

- a. if we have manifested our willingness to renew;

- b. if you fail to pay any premium when due whether such premium is payable directly or indirectly under any premium finance plan or extension of credit or any advance premium required by us for renewal.

If this policy is written for a period of less than one year, we agree that we will not refuse to renew except as of the expiration of a policy period which coincides with the end of an annual period commencing with its original effective date.

The following conditions are added:

11. Premium.

- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued **Declarations**.
- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles and other elements that affect the premium applicable at the time of renewal.
- c. The premium for this policy may vary based upon:
- (1) the purchase of other products or services from the **State Farm Companies**;
 - (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
 - (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which you are a member, employee, subscriber, licensee, or franchisee.
- d. Your purchase of this policy may allow:
- (1) you to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or
 - (2) the premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State**

Farm Companies. The **State Farm Companies** do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

12. **Right to Inspect.** We have the right but are not obligated to perform the following:

- a. make inspections and surveys of the **insured location** at any time;
- b. provide you with reports on conditions we find; or
- c. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged.

We do not:

- a. make safety inspections;
- b. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
- c. warrant that conditions are safe or healthful; or
- d. warrant that conditions comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

13. **Joint and Individual Interests.** When there are two or more named insureds, each acts for all to cancel or change the policy.

14. **Change of Policy Address.** We may change the named insured's policy address as shown in the **Declarations** and in our records to the most recent address provided to us by:

- a. you; or
- b. the United States Postal Service.

15. **Insurance Inspection Services Exemption From Liability.** 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:

- a. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;
- b. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- c. 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
- d. 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.

OPTIONAL POLICY PROVISIONS

Option BP – Business Property is replaced by the following:

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,500 limit is replaced with the amount shown in the **Declarations** for this option.

Option HC – Home Computer is replaced by the following:

Option HC – Home Computer. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item j., is increased to be the amount shown in the **Declarations** for this option.

All other policy provisions apply.