

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 is terminated.

DEFINITIONS

5. "Fuel system" is deleted.

The following are added:

14. "actual cash value" means:

the replacement cost of covered property at the time of the loss, less the value of "physical depreciation" as to the damaged property.

15. "physical depreciation" means:

a value as determined according to standard business practices.

SECTION I – PROPERTY COVERAGES

COVERAGE D – LOSS OF USE

1. Item 1. **Additional Living Expense.** and item 2. **Fair Rental Value.** are deleted. They are replaced by the following:

1. **Additional Living Expense.** If a loss covered under Section I makes that part of a "residence premises" where you reside unfit to live in, we cover, at your choice, one of the following. However, if the "residence premises" is not your principal place of residence, we will not provide the Fair Rental Value option.

a. **Additional Living Expense,** meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or

b. **Fair Rental Value,** meaning the fair rental value of that part of the "residence premises" where you reside less any expenses that do not continue while the premises is unfit to live in.

We require written proof that part of the "residence premises":

- (1) is rented,
- (2) was held for rental at the time of the loss, or
- (3) has been rented within the 24 months prior to the date of loss.

Additional Living Expense or Fair Rental Value due to "fungi", other microbes or rot remediation will not be paid in addition to any amounts paid or payable under Additional Coverage 16. Limited "Fungi", Other Microbes or Rot Remediation.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

ADDITIONAL COVERAGES

5. **Fire Department Service Charge.** is deleted. It is replaced by the following:

5. **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.

No deductible applies to this coverage.

12. **Ordinance or Law.** is deleted.

SECTION I – EXCLUSIONS

The first paragraph of this section is deleted. It is replaced by the following:

We do not cover any direct or indirect loss or damage:

- (1) caused by,
- (2) resulting from,
- (3) contributing to, or
- (4) aggravated by

any of these excluded perils. Loss from any of these perils is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event:

- (1) Results in wide spread damage;
- (2) Affects a substantial area; or
- (3) Occurs gradually or suddenly.

These exclusions apply whether or not the loss event arises from any:

- (1) Acts of nature;
- (2) Human action or inaction;

(3) Forces of animals, plants or other living or dead organisms; or

(4) Other natural or artificial process.

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

2. **Earth Movement**, meaning:

events that include but are not limited to the following:

a. Earthquake and earthquake aftershocks;

b. Volcano activity including but not limited to:

1. Volcanic Eruption;

2. Volcanic Explosion;

3. Effusion of volcanic material; or

4. Lava Flow;

c. Mudslide, including:

(1) mudflow,

(2) debris flow,

(3) landslide,

(4) avalanche, or

(5) sediment;

d. Sinkhole;

e. Subsidence;

f. Excavation collapse;

g. Erosion;

h. Any expansion, shifting, rising, sinking, contracting, or settling of the earth, soil or land.

This exclusion applies whether or not the earth, soil or land is combined or mixed with water or any other liquid or natural or man made material.

However, loss caused directly by the specific perils:

a. fire;

b. explosion;

c. breakage of building or dwelling glass of safety glazing material, including storm doors or windows; or

d. theft;

following any "earth movement" is covered.

A.3. Water Damage. is deleted. It is replaced by the following:

3. **"Water damage"**, meaning:

a. Flood, surface water, ground water, storm surge, waves, wave wash, tidal water, tsu-

nami, seiche, overflow of a body of water, or spray from any of these, whether or not a result of precipitation or driven by wind;

b. any water or water borne material that enters through or backs up from a sewer or drain; or which overflows from a sump;

c. any water or water borne material located below the surface of the ground including water or water borne material:

(1) Which exerts pressure on, seeps, leaks or flows into any:

(a) Part of the dwelling or other structures;

(b) Foundation of the dwelling or other structures;

(c) Paved surface located on the "residence premises"; or

(d) Spa, hot tub, or swimming pool.

(2) Which causes "earth movement", or

d. any overflow, release, migration or discharge of water in any manner from a dam, levee, dike, hurricane barrier or any water or flood control device.

Direct loss by fire, explosion or theft resulting from "water damage" will be covered.

8. **Intentional Loss.** is deleted. It is replaced with the following:

8. **Intentional Loss**, meaning:

any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

This exclusion only applies to an "insured" who commits or conspires to commit an act with the insured to cause a loss.

SECTION I – CONDITIONS

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

6. **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-4)

Paragraph c. is deleted. It is replaced by the following:

c. If we decide to cancel this policy, the mortgagee will be notified:

- (1) At least 10 days before the date cancellation takes effect if we cancel for nonpayment of premium; or
- (2) At least 20 days before the date cancellation takes effect in all other cases.

If we decide not to renew this policy, the mortgagee will be notified at least 30 days before the date nonrenewal takes effect.

The following are added:

Mortgagee interests and obligations. 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 we 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 mortgagee.

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

18. Concealment Or Fraud. is deleted.

(This is Item 17. in Form HO-4)

SECTION II – LIABILITY COVERAGES**COVERAGE E – PERSONAL LIABILITY**

Item 1. is deleted. It is replaced by the following:

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

SECTION II – ADDITIONAL COVERAGES

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

- e. Prejudgment interest awarded against an "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 pre-

judgment interest based on that period of time after the offer.

The following is added:

5. Property Damage Coverage for Military Personnel and Federal Government Employees.

If an "insured" is:

- a. A United States Government Employee; or
- b. A member of the United States Military,

We agree to pay for "property damage" to United States government property, for which such "insured" is responsible under applicable rules or regulations.

Payment for such "property damage" will be at replacement cost. Under this coverage "replacement cost" is defined as the amount necessary to repair or replace the damaged property with no deduction for depreciation. This amount is subject to the Limit of Liability for this Additional Coverage.

Our Limit of Liability, per "occurrence", under this Additional Coverage for all damages resulting from any one "occurrence" shall not exceed two months basic pay for the "insured", as of the time of the "occurrence".

We will not pay for "property damage" to:

- a. Aircraft;
- b. "Motor vehicles";
- c. Watercraft; or
- d. Weapons.

We will not pay for "property damage":

- a. To the extent of any amount payable under Section I of this policy; or
- b. Caused intentionally by any "insured" who is 13 years of age or older.

SECTION II – EXCLUSIONS**A. Coverage E – Personal Liability and Coverage F – Medical Payments to Others.**

Item 1. is deleted. It is replaced by the following:

1. Which is intended or reasonably expected by an "insured" even if the resulting "bodily injury" or "property damage":
 - a. Is of a different kind, quality or degree than a reasonable person would have expected or intended; or
 - b. Is sustained by a different person, entity, real or personal property, than a reasonable person would have expected or intended.

Exclusion **A.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property.

Item **10.** "Fuel system" is deleted.

Item **11.** is deleted. It is replaced by the following:

11. "bodily injury" to a person, caused by an "occurrence" of lead poisoning, starting:

- (1) 31 days or more after either the State of Maine Department of Human Services or a lead inspector licensed by that department has given notice of the existence of an environmental lead hazard to either an "insured" or any person authorized to enter into a residential rental agreement on behalf of the "insured" and ordered that the lead-based substances at the "insured location" be removed, replaced or securely and permanently covered within 30 days of receipt of the notice; or
- (2) upon expiration of an extension of that order granted either by the Department of Human Services or a lead inspector licensed by the department.

This exclusion does not apply to "bodily injury" which starts after the Department of Human Services states that the environmental lead hazard described in the notice no longer exists.

Item **12.** is added as follows:

12. Arising out of or in connection with a child care business conducted from an "insured location", whether or not the child care business is owned or operated by an "insured" or employs an "insured". This exclusion **12.** applies to, but is not limited to, an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the child care business.

SECTION II – CONDITIONS

10. Concealment or Fraud is deleted.

SECTIONS I AND II – CONDITIONS

2. Waiver or Change of Policy Provisions. is deleted. It is replaced by the following:

2. Waiver or Change of Policy Provisions. A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

The coverage provided and the premium charged are based on information you have

given us. You agree to cooperate with us in determining if this information is correct and complete. You agree to inform us of any change in title, use or occupancy of the "residence premises".

3. Cancellation. Paragraph **b.** is deleted. It is replaced by the following:

b. We may cancel this policy subject to the provisions of this condition. We will notify 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 notify you 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 notifying you 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, including a failure to disclose a material fact during the application process that if known to us, would have substantially altered the terms of the policy;

- (c) Fraud or material misrepresentation by you in pursuing a claim under this policy;
- (d) Negligent acts or omissions by an insured" which substantially increase any hazard insured against;
- (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 dog whose bite caused the loss remains after you receive from us our notice of intent to cancel the policy; or
- (j) Your failure to comply with reasonable loss control recommendations within 90 days after you receive notice of loss control recommendation from us.

4. **Non-Renewal.** is deleted. It is replaced by the following:

4. **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 condition is added:

8. **Concealment or Fraud.** We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" 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.

LIMITATION OF LIABILITY – INSURANCE INSPECTION SERVICES

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 the 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, or 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 a policy is issued or when new policy forms are issued upon renewal.

All other provisions of this policy apply.