

Maine Home Policy Termination Conditions

Section I and II - General Conditions

1. Cancellation

A. **How You May Cancel.** A named insured may cancel this policy by informing us on what future date you wish to stop coverage.

B. **How We May Cancel.** We may cancel this policy by sending notice to you at your last known address shown on our records. The notice will state the reason and the date the cancellation will be effective.

1. This notice will be sent to you not fewer than 10 days prior to the effective date of cancellation if you have not paid your premium when it is due.
2. This notice will be sent to you not fewer than 20 days prior to the effective date of cancellation if this policy:
 - a. has been in effect fewer than 90 days at the time notice of cancellation is sent; and
 - b. is not a renewal with us.
3. This notice will be sent to you not fewer than 20 days prior to the effective date of cancellation if this policy has been in effect for 90 days or more, or if the policy is a renewal with us, and any one or more of the following conditions exist:
 - a. a named insured is convicted 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 a named insured in pursuing a claim under this policy;
 - d. negligent acts or omissions by an insured which substantially increase any hazard insured against;
 - e. failure to disclose a material fact in relation to the application for insurance that would, if coverage is effectuated without our knowledge, substantially alter the terms of the policy;
 - f. physical changes in the insured property which result in the property becoming uninsurable;
 - g. the insured property is vacant and custodial care is not maintained on the property;
 - h. 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;
 - i. 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 us of the defective condition and intent to cancel the policy;
 - j. a loss occasioned by a dog bite, unless, after notice of cancellation or nonrenewal is received, you remove the dog; or
 - k. failure to comply with reasonable loss control recommendations within 90 days after notice from us.

C. **Cancellation Refund.** If you or we cancel the policy, the earned premium will be computed on a pro rata basis. Any premium refund will be rounded to the nearest dollar. If you are entitled to a refund, it will be sent to you.

2. **Nonrenewal.** We may nonrenew this policy by giving notice to you at your last known address shown on our records. We will send written notice at least 30 days before the renewal date of this policy.

3. **Renewal.** Your policy may be renewed by us. Your failure to pay the required renewal premium when due will mean that you have not accepted our offer.

4. Other Termination Provisions

A. This home insurance policy will terminate upon the effective date of any other insurance policy you obtain for your **residence premises**.

B. The effective date of cancellation as shown in the cancellation notice will be the end of the policy period.

- C. In any case of termination of this policy by us, a postal certificate of mailing to the named insured is conclusive proof of receipt:
1. on the 5th calendar day after mailing our notice of cancellation; or
 2. on the 3rd calendar day after mailing our notice of nonrenewal.
- D. If at the time this policy is issued or continued the law in effect in your state requires or permits:
1. a longer notice period;
 2. a special form or procedure for giving notice;
 3. a change to any of the stated termination reasons shown above; or
 4. an added termination reason,
- we will comply with the law.