

**MAINE
AMENDATORY ENDORSEMENT**

1. Under **SECTION I - LOSSES WE DO NOT COVER:**

A. item 1.A. **Intentional Loss**, the following is added:

This exclusion does not apply, with respect to loss to covered property caused by fire, to any person defined as "**you**" who does not commit or conspire to commit, any act that results in loss by fire. **We** cover such insured person only to the extent of that person's legal interest but not exceeding the applicable limit of liability.

We may apply reasonable standards of proof to claims for such loss.

B. item 1.B. **Pollution**, the following is added:

However, **we** pay for sudden and accidental direct physical loss resulting from overfill of a heating fuel container.

C. item 1.C **Lead Exposure** is deleted.

2. Under **SECTION I - CONDITIONS**, item 8. **Rights and Duties of Mortgagee** is deleted and replaced by:

8. **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 like notice as given to the **named insured**.

If **you** fail 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, **we** 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 **we** may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interest and obligations of such mortgagee may be added hereto by agreement in writing.

3. Under **SECTION II - LOSSES WE DO NOT COVER, COVERAGE F - PERSONAL LIABILITY AND COVERAGE G - MEDICAL PAYMENT TO OTHERS:**

A. item 2. **Pollution** is deleted and replaced by:

2. **Pollution**

A. **We** do not cover **bodily injury** or **property damage** resulting from:

1. the discharge, dispersal, release or escape of toxic chemicals and other pollutants or contaminants;
2. the discharge, dispersal, release or escape of fuel oil and other petroleum products; or
3. sound emissions.

However, coverage is provided for **bodily injury** or **property damage**:

- a. caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be; and
- b. resulting from the use of products normally used in the cleaning or maintenance of the household or residence premises;

B. **We** do not cover **bodily injury** or **property damage** statutorily imposed liability resulting from the discharge, dispersal, release or escape of toxic chemicals and other pollutants or contaminants;

fuel oil and other petroleum products or sound emissions; or

- C. **We** do not cover **bodily injury** or **property damage** resulting from the failure to disclose the existence on an **insured premises** of toxic chemicals and other pollutants or contaminants; fuel oil and other petroleum products; or sound emissions.

B. item 3. **Lead Exposure**, item A. is deleted and replaced by:

A. **We** do not cover damages arising out of **bodily injury** or **personal injury** caused by or resulting from ingestion, poisoning or exposure to lead 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 **you** or any person authorized to enter into a residential rental agreement on behalf of **you** and ordered that the lead-based substances at the **insured premises** 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 that department.

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

4. Under **GENERAL CONDITIONS**:

A. item 9. **Lawsuits Against Us**, the second paragraph is deleted and replaced by:

Under Section I of this policy, and suit or action seeking coverage must be brought within two years of the loss.

B. item 12. **Cancellation** is deleted and replaced by:

12. **Cancellation**

You may cancel this policy by telling **us** on what future date **you** wish to stop coverage.

We may cancel this policy by delivering to **you** or by mailing to **you**, at **your** last known address shown on **our** records, notice stating when such cancellation will be effective. In any case of termination of this policy by **us**, **our** postal certificate of mail will constitute proof of notice on the fifth calendar day after mailing. **We** will comply with any law relating to the termination of this policy which contains different requirements.

The earned premium will be computed pro-rata and the returned premium shall be rounded to the nearest dollar. The refund will be made as soon as practicable after cancellation becomes effective, but payment or tender of unearned premiums is not a condition of cancellation.

- A. Cancellation for non payment: **You** will be notified not less than 10 days prior to the effective date of cancellation if **you** have not paid **your** premium when it is due.
- B. Cancellation of coverage for **your** primary residence for reasons other than non payment, **you** will be notified not less than 20 days prior to the effective date of cancellation if this policy has been in effect less than 90 days, and is not a renewal with **us**.
- C. Cancellation of coverage for residential property other than **your** primary residence for reasons other than non-payment, which is expected to be continuously unoccupied for 3 months in any 12 month period, **you** will be notified not less than 20 days prior to the effective date of cancellation if this policy has been in effect less than 120 days, and is not a renewal with **us**.

- D. **You** will be notified not less than 20 days prior to the effective date of cancellation if paragraphs A., B. or C. above do not apply and any one of the following conditions exist:
1. A **named insured** is convicted of a crime having as one of its necessary elements an act increasing any hazard insured against;
 2. Fraud or material misrepresentation by **you** or **your** representative in obtaining this policy;
 3. Fraud or material misrepresentation by a **named insured** in pursuing a claim under this policy;
 4. Negligent acts or omissions by an **insured** which substantially increase any hazard insured against;
 5. Physical changes in the insured property which result in the property becoming uninsurable;
 6. The insured property is vacant and custodial care is not maintained on the property;
 7. 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;
 8. 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;
 9. A loss caused by a dog bite, unless after notice of cancellation or nonrenewal is received, the **insured** removes the dog;
 10. Failure to comply with reasonable loss control recommendations within 90 days after notice from **us**; or
 11. Violation of terms or conditions of the policy.

All other provisions of the policy apply except as modified by this endorsement.