

HOMEOWNERS AMENDATORY ENDORSEMENT (Maine)

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY

DEFINITIONS

Under the definition of “**business**”, item d. is replaced by the following:

Business does not include:

- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power, if:
 - (1) the power generated is intended primarily for consumption on the **residence premises**; and
 - (2) any resulting income is incidental, including but not limited to:
 - (a) utility bill credits; or
 - (b) incidental income;
 - derived from sending excess power back to the electricity grid; or

SECTION I – PROPERTY COVERAGES**COVERAGE A – DWELLING**

Item 3.c. is replaced by the following:

- c. systems and equipment used to generate electrical power, unless:
 - (1) the power generated is intended primarily for consumption on the **residence premises**; and
 - (2) any resulting income is incidental, including but not limited to:
 - (a) utility bill credits; or
 - (b) incidental income;
 - derived from sending excess power back to the electricity grid.

SECTION I – ADDITIONAL COVERAGES

The following is added to **Volcanic Action**:

When applicable, the following coverages apply to a loss covered by **Volcanic Action**:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and
- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the **Declarations**.

The following is added to **Collapse**:

When applicable, the following coverages apply to a loss covered by **Collapse**:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and

- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the **Declarations**.

The following is added to **Fuel Oil Release**:

When applicable, the following coverages apply to a loss covered by **Fuel Oil Release**:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and
- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the **Declarations**.

Any payments made for these coverages are included in, and not in addition to, the \$10,000 limit of insurance for **Fuel Oil Release**.

SECTION I – CONDITIONS

Under **Mortgagee Clause**, paragraph 10.c. is replaced by the following:

- c. If **we** cancel this policy, the mortgagee will be notified at least 20 days before the date cancellation takes effect. If **we** elect not to renew this policy, the mortgagee will be notified at least 30 days before the expiration date of this policy.

SECTION II – LIABILITY COVERAGES**SECTION II – ADDITIONAL COVERAGES**

The following is added to **Damage to Property of Others**:

- d. Under **SECTION II – EXCLUSIONS**, exclusion 2.c. does not apply to the coverage provided by **Damage to Property of Others**.

SECTION II – EXCLUSIONS

Under **SECTION II – EXCLUSIONS**, 1.o. is replaced by the following:

1. Coverage L and Coverage M do not apply to:
 - o. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power, unless:
 - (1) the power generated is intended primarily for consumption on the **residence premises**; and
 - (2) any resulting income is incidental, including but not limited to:
 - (a) utility bill credits; or
 - (b) incidental income;

derived from sending excess power back to the electricity grid.

Under **SECTION II – EXCLUSIONS**, 2.a. and 2.c. are replaced by the following:

2. Coverage L does not apply to:
 - a. liability:
 - (1) for **your** share of any loss assessment charged against all members of any type of association of property owners; or
 - (2) imposed on or assumed by any **insured** through any unwritten or written contract or agreement. This exclusion does not apply to:
 - (a) liability for damages that the **insured** would have in absence of the contract or agreement; or
 - (b) written contracts:
 - (i) that directly relate to the ownership, maintenance, or use of any **insured location**; or
 - (ii) when the liability of others is assumed by **you** prior to the **occurrence**;
unless excluded elsewhere in the policy;
 - c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by:
 - (1) fire;
 - (2) smoke;
 - (3) explosion;
 - (4) abrupt and accidental damage from water; or
 - (5) household pets, up to \$500 in excess of **your** security deposit;

SECTION I AND SECTION II – CONDITIONS

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

- b. **We** may cancel this policy by providing notice to a named insured shown on the **Declarations**. The notice will provide the date cancellation is effective.
 - (1) When **you** have not paid the premium, **we** may cancel at any time by providing notice at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.
 - (2) When this policy has been in effect for less than 90 days and is not a renewal with **us**, **we** may

cancel for any reason. **We** may cancel by providing notice 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 providing notice to a named insured shown on the **Declarations** 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 uninsurable;
 - (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 **us** 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 is replaced by the following:

Nonrenewal. If **we** decide not to renew this policy, then, at least 30 days before the end of the current policy period, **we** will provide a nonrenewal notice to a named insured shown on the **Declarations**.

This condition does not apply:

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

Joint and Individual Interests is replaced by the following:

Joint and Individual Interests. If **you** consists of more than one person or entity, then each acts for all to change or cancel this policy.

Electronic Delivery is deleted.

All other policy provisions apply.

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