

## REQUIRED CHANGE - MAINE

(This form is used with the Homeowners Insurance Policy that includes Property and Liability coverages)

4114 01/16

### Definitions

The following definitions are changed to read:

**Actual cash value** means the replacement cost of an insured item of property at the time of loss, less the value of **physical depreciation** as to the item damaged.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

The following is added:

**Physical depreciation** means a value as determined according to standard business practices.

### SECTION II - Exclusions

#### Coverage E - Personal Liability

#### Coverage F - Medical Payments To Others

Exclusion 1. is changed to read:

1. Resulting from any act or omission that is intended by you to cause any harm or that you could reasonably expect to cause harm. This exclusion applies whether or not you:
  - a. Intended or expected the result of his or her act or omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission.
  - b. Were under the influence of alcohol or narcotics.
  - c. Were insane.
  - d. Are deemed not to have had the mental capacity to form the legal intent to commit the act or omission causing injury or damage.

This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

Exclusion 15. is deleted

#### Coverage E - Personal Liability

The lead-in clause for exclusions 7. through 11. only is changed to read:

We will not pay for **personal injury**:

#### Policy Conditions

1. **Insurable Interest, Amount of Insurance and Limits of Liability** is changed to read:

**Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:

- a. The interest of the person or organization insured; or
- b. The applicable Amount of Insurance.

In any one accident, the Limit of Liability for Coverage E - Personal Liability coverage will not exceed the limit shown on the Declarations Page regardless of the number of people insured, claims made, or suits brought.

In any one Policy Period, the most we will pay for any one insured location for Coverage E - Personal Liability is \$1,000,000 regardless of the number of claims, suits or accidents.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

Condition 2. is deleted.

3. **Concealment or Fraud.** is changed to read:

We do not provide coverage for you if you:

- a. Intentionally conceal or misrepresent any material fact or circumstance;
- b. Engage in fraudulent conduct; or
- c. Make false statements;

whether before or after a loss or claim relating to this insurance.

This does not exclude coverage for any of you who did not know or suspect that this action would occur and who did not participate in or contribute to this action in any way, either actively or passively.

8. **Legal Action Against Us.** is changed to read:

You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within two years after the loss occurs.

16. **Inspections and Consumer Reports.** is changed to read:

**Inspections.** We are permitted, but not obligated, to inspect your property. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation or building code.

19. **Cancellation.** is changed to read:

**Cancellation.** You may cancel this policy by giving us advance written or verbal notice of the future date cancellation is to take effect. If a lienholder is named on the Declarations Page, we will mail

acknowledgment to the lienholder regarding cancellation of the lienholder's interest in this policy.

We may cancel this policy for any reason during the first 90 days we insure you, or during the first 120 days in the case of residential property which is expected to be continuously unoccupied for 3 months in any 12-month period and which is other than your primary residence.

After the first 90 days we insure you, or after the first 120 days in the case of residential property which is expected to be continuously unoccupied for 3 months in any 12-month period and which is other than your primary residence, we may cancel your policy if:

- a. You have not paid the premium.
- b. You are convicted of a crime having as one of its necessary elements an act increasing any hazard insured against.
- c. Either of the following commits fraud or material misrepresentation:
  - (1) you or your representative in obtaining the insurance;
  - (2) you in pursuing a claim under the policy.
- d. You commit negligent acts or omissions substantially increasing any of the hazards insured against.
- e. Physical changes in the insured property result in the property becoming uninsurable.
- f. Your **premises** are vacant and custodial care is not maintained on your **premises**.
- g. A trampoline is present on your **premises**, if you are notified that the policy will be cancelled if the trampoline is not removed and the trampoline, after notice, remains on the **premises** 30 or more days after the date of notice.
- h. A swimming pool is present upon your **premises** and it is not fenced in as required by law, 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.
- i. A loss is caused by a dog bite, unless, after notice of cancellation or nonrenewal is received, the insured removes the dog.
- j. You fail to comply with reasonable loss control recommendations within 90 days after notice from us.
- k. There is a violation of policy terms and conditions.
- l. You fail to disclose a material fact in relation to the application for insurance that would substantially alter the terms of the policy.

We will mail a cancellation notice to you at least 30 days (10 days if you have not paid the premium) before this policy is cancelled. We will mail a cancellation notice to your last address known to us or your insurance representative. We will also give the same notice to your lienholder.

Your lienholder may cancel this policy if your dwelling has been foreclosed or your lienholder has otherwise acquired ownership of it. Your lienholder may then cancel this policy on behalf of all parties who have an interest insured by this policy and upon surrender of this policy.

If there is any refund of premium due you, we will mail it to you with your cancellation notice or as soon as possible after we mail the notice. The return premium will be calculated pro rata. If you cancel, return premiums will be subject to the "Minimum Earned Premium" shown on the Declarations Page of this policy. Pro rata cancellation means that we keep premium only for the period of time you were insured. If your premium is financed, that financing interest will be recognized in any refund due.

20. **Lifetime Continuation Agreement.** is changed to include:

If we intend to renew your policy, but on less favorable terms or at higher rates, we will furnish to you, renewal terms and a statement of the amount of premium due for the renewal policy period not less than 30 days prior to the expiration or anniversary date of the original policy.

If we fail to furnish the renewal terms and statement of premium due, you may elect to cancel the renewal policy within the 30 day period following receipt of the renewal terms and statement of premium due. Earned premium for any period of coverage will be calculated prorate based upon the premium applicable to the original policy and not the premium applicable to the renewal policy.

This section does not apply if the change is a rate, form or plan filed with the superintendent and applicable to the entire class of business to which the policy belongs or to a premium increase based on the altered nature or extent of the risk insured against.

22. **Notice of Cancellation or Nonrenewal.** is changed to read:

**Notice of Cancellation or Nonrenewal.** We will address the cancellation or nonrenewal notice to your address shown in the policy. Under the authority of federal law, the United States Postal Service and its authorized agents or vendors may forward the cancellation or nonrenewal notice to an updated address per any change of address that you have presented to or filed with the United States Postal Service. In addition, we may update our policy records to reflect this updated address and/or address future notices to this address. If notice is mailed, a postal service certificate of mailing to the named insured at the insured's last known address is conclusive proof of receipt.