

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

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**MAINE HOME ENDORSEMENT**

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With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

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**DEFINITIONS**

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1. *Actual cash value* is deleted and replaced by the following:
1. *Actual cash value* means the replacement cost of covered property at the time of loss, less the value of physical depreciation as to the damaged property. Physical depreciation means a value as determined according to standard business practices.

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**PART I – PROPERTY**

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**LOSSES WE DO NOT COVER**

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3. **Intentional Acts** is deleted and replaced by the following:

3. **Intentional Acts**

We do not cover any loss arising out of any act or omission committed by or at the direction of the *insured person* with the intent to cause a loss. An intentional act or omission is one whose consequences could have been foreseen by a reasonable person. This exclusion only applies to an *insured person* who commits or conspires to commit an act with the intent to cause a loss.

13. **Pollution Or Contamination** is deleted.

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**PROPERTY CONDITIONS**

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10. **Loss Payment** is deleted and replaced by the following:

10. **Loss Payment**

We will adjust all covered 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. We 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.

11. **Mortgage Clause** is amended as follows:

- d. is deleted and replaced by the following:

- d. If we decide to cancel or not to renew this policy, the mortgagee will be notified with the same number of days notice as the Cancellation or Nonrenewal provisions of this policy.

The following provisions are added:

- g. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the *insured person*, such interest in this policy may be cancelled by giving to such mortgagee a 10 day written notice of cancellation.
- h. If the *insured person* fails to render proof of loss, such mortgagee, upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to Policy Conditions **4.** Appraisal, **7.** Legal Action Against Us and **10.** Loss Payment.

- i. If we shall 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.
- j. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

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## **PART II – LIABILITY**

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### **DAMAGES WE DO NOT COVER**

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1. **Expected Or Intended Damage** is deleted and replaced by the following:

1. **Expected Or Intended Damage**

- a. We do not cover any *damages* arising out of any willful or malicious act or omission, or any other act or omission, committed by or at the direction of an *insured person* which is reasonably expected or intended to cause *personal injury or property damage*, even if the resulting *personal injury or property damage*:
  - (1) Is of a different kind, quality or degree than a reasonable person would have expected or intended; or
  - (2) Is sustained by a different person, entity, real or personal property, than a reasonable person expected or intended.
- b. This exclusion does not apply to *damages* for *bodily injury or property damage* resulting from the use of reasonable force by an *insured person* to protect persons or property. The use of excessive force will not be considered reasonable.

23. **Resident Liability** is deleted and replaced by the following:

23. **Resident Liability**

We do not cover any *damages* for:

- a. *Personal injury* to you or to any son or daughter of yours, if a resident of your household. This exclusion also applies to any claim made or suit brought against you or any son or daughter of yours, if a resident of your household:
  - (1) To repay; or
  - (2) Share *damages* with;  
another person who may be obligated to pay *damages* because of *personal injury* to any son or daughter of yours, if a resident of your household; or
- b. *Medical expenses* to any person, other than a *domestic employee* of an *insured person*, regularly residing on any part of the *insured location*.

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## **PART III – GENERAL CONDITIONS**

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2. **Termination** is deleted and replaced by the following:

2. **Termination**

a. **Cancellation**

- (1) You may cancel this policy at any time by letting us know in writing of the future date cancellation is to take effect.
- (2) We may cancel this policy by letting you know 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.
  - (a) 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 giving you at least 10 days' notice from the date of receipt by you.

- (b) When this policy has been in effect for less than 90 days (less than 120 days if the policy covers a secondary residence expected to be continuously unoccupied for three or more months in an annual period) at the time you received our notice of cancellation, and is not a renewal with us, we may cancel for any reason. Except as provided in Paragraph 2.a. above, we will give you at least 20 days' notice prior to the date cancellation takes effect.
- (c) When this policy has been in effect for 90 days or more (120 days or more if the policy covers a secondary residence expected to be continuously unoccupied for three 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 by giving you at least 20 days' notice from the date of receipt by you:
  - (i) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against;
  - (ii) 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 by us, would have substantially altered the terms of the policy;
  - (iii) Fraud or material misrepresentation by you in pursuing a claim under this policy;
  - (iv) Negligent acts or omissions by an *insured person* which substantially increase any hazard insured against;
  - (v) Physical changes in the insured property which result in the property becoming uninsurable;
  - (vi) The insured property is *vacant* and custodial care is not maintained on the property;
  - (vii) 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;
  - (viii) 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;
  - (ix) A loss caused by a dog bite and the dog whose bite caused the loss remains after you receive from us our notice of policy cancellation or nonrenewal;
  - (x) Your failure to comply with reasonable loss control recommendations within 90 days after you receive notice of the loss control recommendations from us; or
  - (xi) Violation of terms or conditions of the Policy.
- (3) When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- (4) If the return premium is not refunded with the notice of cancellation or when this policy is canceled by you, we will refund it within a reasonable time after the date cancellation takes effect.

**b. Nonrenewal**

We may elect not to renew this policy. We may do so by letting you know in writing at least 30 days before:

- (1) The expiration date of the policy, for a policy written for a term of one year or less; or
- (2) 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.