



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

## **SPECIAL PROVISIONS – MAINE**

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### **DEFINITIONS**

Item 2. "Business" is deleted and replaced by the following:

2. "Business" includes:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
  - (1) One or more activities, not described in (2) or (3) below, for which no "insured" receives more than \$3,000 in total compensation for the 12 months before the beginning of the policy period.
  - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity; or
  - (3) A "short term rental".

Under 4. "Insured location" item e. is deleted and replaced by the following:

- e. Vacant land, including that which is vacant except for a fence, owned by or rented to an "insured" other than farmland;

The following definitions are added:

10. "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.
11. "Physical depreciation" means a value as determined according to standard business practices.
12. "Short term rental" means one or more rentals, in whole or in part, of the "residence premises" for up to a combined total of 31 days during the policy period.

### **SECTION I - PROPERTY COVERAGES**

#### **COVERAGE A – Dwelling**

For form **HO 00 03**, item 1. is amended as follows:

We cover:

1. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling, and attached wall-to-wall carpeting;

#### **COVERAGE B – Other Structures**

In all forms other than **HO 00 04** and **HO 00 06**, item 2. is deleted and replaced by the following:

2. Rented to any person not a tenant of the dwelling, unless used solely as a private garage.

#### **COVERAGE C - Personal Property**

The following is added under items 1. and 2.:

However, we will not cover personal property owned by tenants or guests if the tenants or guests have compensated the "insured" for use of the "residence premises".

#### **Special Limits of Liability.**

For form **HO 00 03**, the introductory paragraph of **Special Limits of Liability** is amended to read:

**Special Limits of Liability.** These do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply.

Items **10.** and **11.** are deleted and replaced by the following (These are Items **7.** and **8.** in Form **HO 00 08**):

**10.** \$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item **10.**

**11.** \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item **11.**

For form **HO 00 03**, the following limits are added:

**12.** \$5000 on electronic data processing system equipment and the recording or storage media or accessories used with that equipment.

**13.** \$5000 on any one article and \$10000 in the aggregate for loss by theft of any rug, carpet (excluding attached wall-to-wall carpet), tapestry, wall-hanging or other similar article.

**14.** \$2500 in the aggregate for loss of any of the following whether or not they are part of a collection: trading cards, comic books, figurines, stamps, advertising materials, stuffed animals, dolls, sports and entertainment memorabilia, toys, games, militaria, and books.

**15.** \$1200 for any one electrical appliance for loss by sudden and accidental damage from artificially generated electrical currents. This special limit does not apply to electronic data processing equipment or storage media.

In the event Landlord Endorsement FMHO 6502 is part of this policy, the above coverage contained in Special Limits of Liability introductory paragraph and Subparagraphs **10.** through **15.** are deleted.

### Property Not Covered

Item **3.** is deleted and replaced by the following:

**3.** Motor vehicles or all other motorized land conveyances. This includes:

- a. Their equipment and accessories; or
- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

(1) Accessories or antennas; or

(2) Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item **3.b.**

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

In the event Landlord Endorsement FMHO 6502 is part of this policy, the above coverage contained in the final two subparagraphs of item **3.** (a. and b.) are deleted.

Item **6.** is deleted and replaced by the following:

- 6.** Property in a location on the "residence premises", when the location is rented to others by an "insured.

This exclusion does not apply to property of an "insured":

- a. located on the "residence premises" when the "residence premises" is rented in whole or in part as a "short term rental"; or
- b. located in a sleeping room rented to others by an "insured" on the "residence premises".

For form **HO 00 03**, the following item is added as personal property items not covered:

- 10.** Water or steam

**COVERAGE D – Loss Of Use** is deleted and replaced by the following:

**COVERAGE D – Loss of Use**

The limit of liability for Coverage D is the total limit for all the coverages that follow.

- 1.** If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover Additional Living Expense. Additional Living Expense means any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or to permanently relocate your household elsewhere.

- 2.** If a loss covered under this Section makes that part of the "residence premises" rented to others by you not fit to live in, we cover your Loss of Rent. Loss of Rent means the rental income to you of that part of the "residence premises" rented to others at the time of loss, less any expenses that do not continue while the premises is not fit to live in.

This coverage does not apply to:

- a. The "residence premises" or that part of the insured location that is not rented or leased at the time of the loss; or
- b. to any increase in rent or lease payment that occurs after the time of the loss.

We will pay up to \$5,000 to reimburse your Loss of Rent when a "short term rental" is cancelled because of a covered loss.

Payment will be for the shortest time required to repair or replace that part of the premises rented.

- 3.** If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense and Loss of Rent as provided under **1.** and **2.** above for no more than two weeks.

The periods of time under **1.**, **2.** and **3.** above are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement, other than a "short term rental" as provided under **2.** above.

In the event Landlord Endorsement FMHO 6502 is part of this policy, the above coverages contained in Coverage D - Loss of Use are deleted.

**ADDITIONAL COVERAGES**

Item **1. Debris Removal** is deleted and replaced by the following:

- 1. Debris Removal.** We will pay the reasonable expense you incur for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay the reasonable expense you incur, up to \$500, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hail;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

Item 4. **Fire Department Service Charge** is deleted and replaced by the following:

#### 4. **Fire Department Service Charge**

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

This coverage is additional insurance. No deductible applies to this coverage.

For form **HO 00 03**, item 7. **Loss Assessment** is deleted in its entirety.

For form **HO 00 03**, the following is added to Item 8. **Collapse**.

With respect to this Additional Coverage:

- (1) Collapse means the sudden and entire falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied or used for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

Item 9. **Glass or Safety Glazing Material** is deleted and replaced by the following:

#### 9. **Glass or Safety Glazing Material**

a. We cover:

- (1) For all forms other than **HO 00 04** and **HO 00 06**, the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window and for:
  - (a) Form **HO 00 04**, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions and Alterations; and
  - (b) Form **HO 00 06**, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage A; and
- (2) For all forms other than **HO 00 04** and **HO 00 06**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:

- (a) Form **HO 00 04**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions and Alterations; and
  - (b) Form **HO 00 06**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage A; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
  - (2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this ADDITIONAL COVERAGE **9**. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For forms **HO 00 01** and **HO 00 08**, we will pay up to \$100 for loss under this coverage.

This coverage does not increase the limit of liability that applies to the damaged property.

(This is Additional Coverage **8**. in forms **HO 00 01** and **HO 00 08**.)

For form **HO 00 03**, item **10. Landlord's Furnishings** is deleted in its entirety.

The following provision is added:

**Post-judgment Interest**

We will pay, in accordance with Maine law, interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies. This coverage is additional insurance. No deductible applies to this coverage.

**SECTION I - PERILS INSURED AGAINST**

**COVERAGE A – Dwelling and COVERAGE B – Other Structures**

For form **HO 00 03**, the following is added to item **2.b**

- (4) Footing(s)

For all forms other than **HO 00 04** and **HO 00 06**, item **2.d.** is deleted and replaced by the following:

- d. Vandalism and malicious mischief, including fire caused by arson and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

For form **HO 00 03**, the following is added to item **2.e.:**

- (10) Growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground;

For form **HO 00 03**, the final paragraph of Item **2.** is further revised as follows:

If any of these cause sudden and accidental water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

## SECTION I – EXCLUSIONS

Item 1. **Ordinance or Law** is deleted and replaced by the following:

**1. Ordinance or Law**, meaning any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. in all forms other than **HO 00 03**, and 1.a.(1) in form **HO 00 03**, does not apply to the amount of coverage that may be provided for under ADDITIONAL COVERAGES, Glass or Safety Glazing Material or Ordinance or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is exclusion 1.a. in form **HO 00 03**.)

Item 2. **Earth Movement** is deleted and replaced by the following:

**2. Earth Movement**, meaning movement of the earth, whether combined with water or not, in any direction, including but not limited to:

- a. Earthquake, including land shock waves or tremors before, during, or after a volcanic eruption;
- b. Landslide, mud slide, or mud flow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement, including earth sinking, rising, shifting, expanding, contracting, or eroding;

caused by or resulting from manmade, animal, or natural actions, events, or conditions.

If direct loss by fire or explosion ensues, we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

(This is Exclusion 1.b. in Form **HO 00 03**.)

Item 3. is deleted and replaced by the following:

**3. Water Damage**, meaning:

- a. (1) Flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, storm surge or spray from any of these, whether or not driven by wind, including hurricane or similar storm; or  
(2) release of water held by a dam, levee, dike or by a water or flood control device or structure;
- b. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.
- c. Water which escapes or overflows from sewers or drains located off the "residence premises";
- d. Water which escapes or overflows from drains or related plumbing appliances on the "residence premises". However, this exclusion does not apply to overflow and escape caused by malfunction on the "residence premises", or obstruction on the residence premises, of a drain or plumbing appliance on the "residence premises"; or
- e. Water which escapes or overflows or discharges, for any reason, from within a sump pump, sump pump well or any other system designed to remove water which is drained from the foundation area.

Water includes any water borne materials.

This exclusion applies whether the water damage is caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

(This is exclusion 1.c. in Form **HO 00 03**.)

**4. Power Failure** is deleted and replaced by the following:

**4. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But if the failure of power or other utility service results in a loss, from a PERIL INSURED AGAINST on the "residence premises," we will pay for the loss or damage caused by that PERIL INSURED AGAINST.

(This is Exclusion 1.d. in form **HO 00 03**.)

**8. Intentional Loss** is deleted and replaced by the following:

**8. Intentional Loss**

We do not provide coverage for an "insured" who commits or directs an act with the intent to cause a loss.

(This is Exclusion 1.h. in Form **HO 00 03**.)

For form **HO 00 03**, the following is added as item 2.d.

**d. Cosmetic Loss or Damage**, meaning any loss that alters only the physical appearance of the metal roof covering but:

(1) does not result in the penetration of water through the metal roof covering; or

(2) does not result in the failure of the metal roof covering to perform its intended function of keeping out the elements over an extended period of time.

Metal roof covering means the metal roofing material exposed to the weather; the underlayments applied for moisture protection; and all flashings required in the replacement of a metal roof covering.

We do cover loss or damage by hail to roof coverings that allow the penetration of water through the roof covering or that results in the failure of the roof covering to perform its intended function of keeping out the elements over an extended period of time.

## SECTION I – CONDITIONS

### 2. Your Duties After Loss

Paragraph **a.** is deleted and replaced by the following:

**a.** Give prompt notice to us or our agent. With respect to a loss caused by the peril of windstorm or hail, that notice must occur no later than 365 days after the date of loss.

**3. Loss Settlement.** Under Form **HO 00 06**, Item **b.(2)** is deleted and replaced by the following:

(2) If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

The following paragraph is added and applies to this policy and to any Loss Settlement provision in any other endorsement applicable to this policy:

Loss Settlement does not include payment for any actual or perceived decrease in market or resale value resulting from loss to or repair of your covered property.

**8. Suit Against Us** is deleted and replaced by the following:

**8. Suit Against Us**

No action can be brought unless the policy provisions have been complied with and the action is started within two years after the date of loss.

**10. Loss Payment** is deleted with respect to non-fire-related losses and replaced by the following:

**10. Loss Payment**

We will adjust all 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. Reach an agreement with you;
- b. There is entry of a final judgment; or
- c. There is a filing of an appraisal award with us.

**12. Mortgage Clause (All Forms Except HO 00 04)**

The following paragraphs are added:

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 a 10 day written notice of cancellation.

If the "insured" fails 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 this Company shall claim that no liability existed as to the mortgagor or owner, it 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 it may pay off the mortgage debt and require an assignment thereof and of the mortgage.

Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Paragraph 4 is replaced by the following:

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 Non-renewal provisions of this policy.

**SECTION II – LIABILITY COVERAGES**

Under **Coverage E – Personal Liability**, Item 1. Is deleted and replaced by the following in all forms and Endorsement **HO 24 73**:

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable; and

**SECTION II – EXCLUSIONS**

Under **1. Coverage E – Personal Liability** and **Coverage F – Medical Payments to Others**:

Item a. is deleted and replaced by the following:

- a. Which is intended or reasonably expected by an "insured" even if the resulting "bodily 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 would have expected or intended.

However, this exclusion 1.a. does not apply to bodily injury resulting from the use of reasonable force by an "insured" to protect persons or property;

Item c. is deleted and replaced by the following:

- c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of the "residence premises":
  - (1) As a "short term rental" for use only as a residence;
  - (2) In part, unless intended for use as a residence more than two roomers or boarders; or
  - (3) In part, as an office, school, studio or private garage;



Item **f.** is deleted and replaced by the following in all forms, except Farmers Personal Liability Endorsement **HO 24 73**:

**f.** Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in Paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance, designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an "insured", provided the "occurrence" takes place on an "insured location" as defined in Definitions, Paragraphs **4.a.**, **b.**, **d.**, **e.** or **h.**
- (3) A motorized golf cart when used to play golf on a golf course;
- (4) A vehicle or conveyance not subject to motor vehicle registration:
  - (a) While it is in dead storage on an "insured location";
  - (b) While it is being used to service an "insured's" residence; or parked or stored there; or
  - (c) Which is designed to assist a handicapped person but only while it is:
    - (i) Being used to assist handicapped person; or
    - (ii) Parked or stored.

Paragraph **f.** is deleted and replaced by the following in Farmers Personal Liability Endorsement **HO 24 73**:

**f.** Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in Paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an insured, provided the "occurrence" takes place on an "insured location" as defined in Definitions, Paragraphs **2.a.**, **b.**, **d.**, **e.** or **h.**
- (3) A motorized golf cart when used to play golf on a golf course;
- (4) A vehicle or conveyance not subject to motor vehicle registration:
  - (a) While it is in dead storage on an "insured location";
  - (b) While it is being used to service an "insured's" location; or parked or stored there; or

- (c) Which is designed to assist a handicapped person but only while it is:
  - (i) Being used to assist a handicapped person; or
  - (ii) Parked or stored.

Under Item **2. Coverage E - Personal Liability**, Paragraph **f.** is deleted and replaced by the following in all forms and Endorsement **HO 24 73**:

- f. "Bodily injury" to you or to any son or daughter of yours, if a resident of your household.

## **SECTION II – ADDITIONAL COVERAGES**

For form **HO 00 03**, item **1.c.** under **Claims Expenses** is amended as follows:

- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit.

The following paragraph is added to item **1.**:

- e. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

Under **3. Damage to Property to Others**, item **d.** is deleted and replaced by the following:

- d. To property owned by or rented to a tenant of an "insured" or a resident in your household. This does not apply to "short term rentals"; or

For form **HO 00 03**, item **4. Loss Assessment** is deleted in its entirety.

## **SECTIONS I AND II – CONDITIONS**

**2. Concealment or Fraud** is deleted and replaced by the following:

### **2. Concealment or Fraud**

We do not provide coverage for the "insured" who, whether before or after a loss, has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or c. Made false statements; relating to this insurance.

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

- b. We may cancel this policy subject to the provisions of this condition by notifying you 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.
  - (1) 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 letting you know at least 10 days before the date cancellation takes effect.
  - (2) When this policy is not a renewal with us, we may cancel for any reason, as long as the cancellation effective date is no more than 90 days past the policy effective date. If the policy covers a secondary residence that is expected to be continuously unoccupied for 3 or more months in a one year period, the cancellation effective date may be 120 days past the policy effective date. Except as provided in **b.(1)** above, we will let you know at least 20 days before the date the cancellation takes effect.
  - (3) When this policy has been in effect for 90 days or more (120 days or more if policy covers a secondary residence expected to be continuously unoccupied for 3 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 letting you know at least 20 days before the date cancellation takes effect:
    - (a) Your conviction 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; 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;
- (c) Fraud or material misrepresentation by you in pursuing a claim under this policy;
- (d) Negligent acts or omissions by an "insured" which substantially increase any hazard insured against;
- (e) Physical changes in the insured property which result in the property becoming uninsurable;
- (f) The insured property is vacant and custodial care is not maintained on the property;
- (g) 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;
- (h) 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;
- (i) A loss caused by dog bite and the presence of a dog remains after you receive from us our intent to cancel the policy; or
- (j) Your failure to comply with reasonable loss control recommendations within 90 days after you receive the notice of loss control recommendations from us.
- (k) Violation of terms or conditions of the policy.

**6. Nonrenewal** is deleted and replaced by the following:

**6. Nonrenewal**

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

- a. The expiration date of the policy, for a policy written for a term of one year or less; or
- b. 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.

**THE FOLLOWING LIMITS OUR LIABILITY**

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

1. If the injury, loss or death occurred during actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;
2. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
3. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or
4. If we fail to provide this written notice to the insured whenever the policy is issued or when new policy forms are issued upon renewal.

All other provisions of this policy apply.