

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## Maine Amendatory Endorsement – APC339-1

I. In the **General** Section, the following changes are made:

A. Under **Definitions Used In This Policy the Bodily Injury** definition is replaced by the following:

1. Bodily injury – means physical harm to the body, including sickness or disease, and resulting death, except that bodily injury does not include:

- a) any venereal disease;
- b) Herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

B. The **Cancellation** provision is replaced by the following:

### **Cancellation**

#### **Your Right to Cancel:**

**You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

#### **Our Right to Cancel:**

**We** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 90 days (less than 120 days if this policy covers a secondary residence expected to be continuously unoccupied for three or more months in an annual period), and it is not a renewal with **us**, **we** may cancel this policy for any reason. If **we** cancel for nonpayment of premium, **we** will give **you** at least 10 days notice before the cancellation takes effect. If **we** cancel for any other reason, **we** will give **you** at least 20 days notice before the cancellation takes effect.

When this policy has been in effect for 90 days or more (120 days or more if this policy covers a secondary residence expected to be continuously unoccupied for three or more months in an annual period), or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) **you** have been convicted of a crime and one of the elements of that crime was an act increasing any hazard **we** cover;
- 3) material misrepresentation, fraud or concealment of material facts by an **insured person** or a representative of an **insured person** in obtaining the insurance;

- 4) material misrepresentation, fraud or concealment of material facts by **you** in pursuing a claim under this policy;
- 5) Grossly negligent acts or omissions by an **insured person** which have substantially increased the hazards **we** originally agreed to insure; or
- 6) Physical change in the covered property which makes the property uninsurable.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for one or more of the other reasons, **we** will give **you** at least 20 days notice.

**Our** mailing the notice of cancellation to **you** by Post Office certificate of mailing will be deemed to be proof of receipt of notice on the fifth calendar day after mailing. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

**Our** Right Not to Renew or Continue:

**We** have the right not to renew or continue the policy beyond the current premium period. If **we** don't intend to continue or renew the policy, **we** will mail **you** notice at least 30 days before the end of the premium period. **Our** notice will include the reason(s) for nonrenewal. **Our** mailing the notice of non-renewal to **you** will be deemed to be proof of notice on the third calendar day after mailing.

- C. The **Misrepresentation, Fraud or Concealment** provision is replaced by the following:

**Misrepresentation, Fraud or Concealment**

**We** do not cover any **insured person** who has concealed or misrepresented any material fact or circumstance before or after a loss.

- D. The **Action Against Us** provision is replaced by the following:

**Action Against Us**

No one may bring an action against **us** unless there has been full compliance with all policy terms.

Any action against **us** to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within two years of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

- E. The following provisions are added:

**Payment**

If **you** pay by check, electronic transaction, or other remittance which is not justifiably honored because of insufficient funds or a closed account, **you** will be charged a fee of \$10.00.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside Maine, lawsuits regarding that covered loss to property, or any other covered **occurrence** may also be brought in the judicial district where that covered loss to property, or any other covered **occurrence** happened.

II. In **Section I –Your Property** under **Losses We Do Not Cover Under Coverages A, B and C** the following changes have been made:

A. Under part A., item 6. has been replaced by the following:

6. **Vandalism and Malicious Mischief**

**We** do not cover vandalism or malicious mischief if **your residence premises** has been vacant for more than 60 consecutive days immediately prior to the vandalism or malicious mischief. A **residence premises** under construction is not considered vacant.

B. Under part C., items 6. and 8. are replaced by the following:

6. Neglect by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.

8. Intentional acts of or at the direction of any **insured person**, if the loss that occurs:

- a) may be reasonably expected to result from such acts; or
- b) is the intended result of such acts.

This exclusion does not apply with respect to the interest of an **insured person** or mortgagee not participating in these acts.

III. **Section I –Conditions** is amended as follows:

A. The **Our Settlement of Loss** provision is replaced by the following:

**Our Settlement of Loss**

**We** will settle any covered loss with **you** unless some other person or entity is named in the policy. **We** will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award or a court judgment.

With regard to non-fire related losses, **we** will settle within 30 days after the amount of loss is finally determined.

B. The **Action Against Us** provision is replaced by the following:

**Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- a) there has been full compliance with all policy terms; and
- b) the action is commenced within two years after the inception of loss or damage.

C. The **Mortgagee** provision is replaced by the following:

**Mortgagee**

A covered loss will be payable to the Mortgagee(s) named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

**We** will:

- a) protect the mortgagee's interest in a covered **building structure** in the event of an increase in hazard, intentional or criminal acts of, or directed by, an **insured person**, failure by any **insured person** to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions;
- b) give the mortgagee at least 10 days notice if **we** cancel this policy for non-payment of premium. However, if we cancel this policy for any other reason, **we** will give the mortgagee at least 20 days notice; and
- c) give the mortgagee at least 30 days notice before the end of the premium period if **we** do not intend to continue or renew the policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an **insured person** fails to do so;
- b) pay upon demand any premium due if an **insured person** fails to do so;
- c) notify **us** in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d) give **us** the mortgagee's right of recovery against any party liable for loss; and
- e) after a loss, and at **our** discretion, permit **us** to satisfy the mortgage requirements and receive full transfer of the mortgage.

The mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

IV. In **Section II – Family Liability and Guest Medical Protection, Losses We Cover Under Coverage X** is replaced by the following:

**Losses We Cover Under Coverage X**

Subject to the terms, conditions and limitations of this policy, **we** will pay damages including prejudgment interest which an **insured person** is legally obligated to pay because of **bodily injury** or **property damage** arising from an **occurrence** to which this policy applies, and is covered by this part of the policy.

**We** may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, we will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to pay any claim or judgment after **we** have exhausted **our** limit of liability.

V. In **Section II – Family Liability and Guest Medical Protection** under **Losses We Do Not Cover Under Coverage X and Y**, the following changes are made:

A. Under part **A. Losses We Do Not Cover Under Coverage X**, Item 1. is replaced by the following:

1. **We** do not cover **bodily injury to you** or **property damage** to property owned by **you**. Also, **we** do not cover **bodily injury to your** resident children or **property damage** to property owned by **your** resident children.
- B. Under part **C. Losses We Do Not Cover Under Coverage X and Coverage Y**, item 1. is replaced by the following:
1. **We** do not cover any **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional acts or omissions of, any **insured person**. This exclusion applies even if:
    - a) such **insured person** lacks the mental capacity to govern his or her own conduct;
    - b) such **bodily injury** or **property damage** is of a different kind or degree than intended or reasonably expected; or
    - c) such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.
- VI. In **Section II Conditions**, the **Action Against Us** provision is replaced by the following:
7. **Action Against Us**
    - a) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
    - b) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Coverage X – Family Liability Protection**, unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**, and the action against **us** is commenced within two years of such judgment or agreement.
    - c) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Coverage Y – Guest Medical Protection**, unless such action is commenced within two years after the date the expenses for which coverage is sought were actually incurred.
    - d) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II – Additional Protection**, unless such action is commenced within two years after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred, or within two years after the date of loss to the property if coverage is being sought under the **Damage to Property of Others** provision.
    - e) No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

All other policy terms and conditions apply.

