

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

## **SPECIAL PROVISIONS – MAINE**

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### **DEFINITIONS**

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The following definitions are added:

9. "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.
10. "Physical depreciation" means a value as determined according to standard business practices.

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

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**Additional Coverage 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.

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.

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### **SECTION I - EXCLUSIONS**

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**1.h., Intentional Loss** is deleted and replaced by the following:

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

(Paragraph **1.h.** in Form **HO 00 03**; paragraph **8.** in all other Forms)

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### **SECTION I - CONDITIONS**

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**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 an 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 paragraph which begins 'If we decide to cancel or not to renew this policy...' is deleted and 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 Nonrenewal provisions of this policy.

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.

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**SECTION II - LIABILITY COVERAGES**

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**Coverage E – Personal Liability**, paragraph 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

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**SECTION II - EXCLUSIONS**

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

Paragraph a. is deleted and replaced by the following:

- a. Which is expected or intended by one or more "insureds";

Paragraph f. is deleted and replaced by the following in all forms:

- 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 a handicapped person; or
      - (ii) parked or stored.
3. 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 paragraph **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.

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 "bodily injury" to any son or daughter of yours, if a resident of your household.

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## SECTION II - ADDITIONAL COVERAGES

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### 1. Claim Expenses

The following paragraph is added:

- 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.

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## SECTIONS I AND II - CONDITIONS

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

### 2. Concealment or Fraud

We do not provide coverage for an "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.

### 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 has been in effect for less than 90 days (less than 120 days if policy covers a secondary residence expected to be continuously unoccupied for 3 or more months in an annual period) and is not a renewal with us, we may cancel for any reason. Except as provided in Paragraph **b.(1)** above, we will let you know at least 20 days before the date 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;
  - (c) Fraud or material misrepresentation by you in pursuing a claim under 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;
  - (d) Negligent acts or omissions by an "insured" which substantially increase any hazard insured against; or
  - (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;
  - (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 a dog bite and the dog whose bite caused the loss remains after you receive from us our notice of policy cancellation or nonrenewal; 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.

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.