

HOMEOWNERS AMENDATORY PROVISIONS - MAINE FORM HO 00 03

This endorsement changes your policy form HO 00 03. Please read it carefully.

DEFINITIONS

1. Item 1. "Bodily injury" is deleted and replaced by the following:
 1. "Bodily injury" means:
 - a. "Personal injury";
 - b. Bodily harm, sickness or disease, including required care, loss of services and death that results.
2. Item 5. "Occurrence" is deleted and replaced by the following:
 5. "Occurrence" means an offense or accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period in:
 - a. "Bodily injury"; or
 - b. "Property damage".
3. Item 9. "Personal injury" is added as follows:
 9. "Personal injury" means injury arising out of one or more of these offenses:
 - a. False arrest, detention or imprisonment, malicious prosecution, wrongful entry or eviction; or
 - b. Libel, slander, defamation of character or invasion of privacy;

SECTION I - PROPERTY COVERAGES

4. Under **COVERAGE B - Other Structures**, the following paragraphs are added:
 1. If this coverage does not apply because there are no **Coverage B - Other Structures** on your "residence premises", the limit of liability shown in the Declarations that would apply to **Coverage B - Other Structures** will be added to the limit of liability that applies to **Coverage A - Dwelling**; or
 2. If the total amount of coverage that applies to all **Coverage B - Other Structures** on your "residence premises" is less than the limit of liability shown in the Declarations for **Coverage B - Other Structures**, the limit of liability amount in excess of the coverage that applies will be added to the limit of liability that applies to **Coverage A - Dwelling**.
5. Under **ADDITIONAL COVERAGES**, item 1. **Debris Removal**, the following paragraph is added:

We will pay your reasonable expense, up to \$100 for the removal of trees, shrubs, and plants when damaged by windstorm or hail and there is no damage to a covered structure. \$100 is the most we will pay for any one "occurrence", regardless of the number of damaged trees, shrubs, or plants.

6. Under **ADDITIONAL COVERAGES**, item **4. Fire Department Service Charge** is deleted and replaced by the following:

4. Fire Department Service Charge. When the fire department is called to save or protect covered property from a Peril Insured Against, we will pay up to \$500 for fire department charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance.

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

This amendment supersedes the amendment to **4. Fire Department Service Charge** contained in the HO 01 18 Special Provisions - Maine Endorsement.

7. Under **ADDITIONAL COVERAGES**, item **6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money**, the first sentence is deleted and replaced by the following:

We will pay up to \$1000 for:

SECTION I - PERILS INSURED AGAINST

8. Under **COVERAGE A - DWELLING** and **COVERAGE B - OTHER STRUCTURES**, item **2.e.**, the following paragraph is added:

Exclusions **2.e.(7)** and **2.e.(8)** do not apply to coverage **9. Glass or Safety Glazing Material** under **SECTION I - ADDITIONAL COVERAGES**.

SECTION II - EXCLUSIONS

9. Under **1. Coverage E - Personal Liability** and **Coverage F - Medical Payments to Others**, item **b.** is deleted and replaced by the following:

- b. Arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to:
 - (1) An act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
 - (2) The "business" pursuits of the "insured" in connection with a "business" owned or financially controlled by the "insured" or by a partnership of which the "insured" is a partner or member;

This exclusion does not apply to an "insured" while engaged in:

- (1) The providing of home day care services to a relative;
- (2) The mutual exchange of home day care services;
- (3) Volunteer activities performed without pay for a non-profit organization or corporation;
- (4) Occasional or part-time "business" activities such as: newspaper delivery, babysitting, caddying or lawn care, if the "insured" is under 21 years old and a resident of your household; or
- (5) Incidental farming activities such as: the growing or raising of produce, livestock, or poultry for personal use, but not for sale.

10. Under **1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others**, item **m.** is added as follows:

m. Arising from any act or failure to act by any "insured" as a director or officer of any corporation or organization.

This exclusion does not apply to activities an "insured" performs without pay as:

(1) A director, officer or trustee of a non-profit corporation or organization, or

(2) An elected director, officer or trustee on behalf of a corporation or association of property owners;

11. Under **2. Coverage E - Personal Liability**, item **g.** is added as follows:

g. "Personal injury":

(1) Caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an "insured";

(2) Caused by discrimination that is prohibited by law; or

(3) Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by the "insured";

(4) Caused by the political or government activities of an "insured";

(5) As a result of an advertising, broadcasting or telecasting offense by or on behalf of an "insured".

SECTION II - ADDITIONAL COVERAGES

12. Under **3. Damage to Property of Others**, item **b.** is deleted.

All other provisions of this policy apply.