

SPECIAL PROVISIONS – MAINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITIONS.

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.

SECTION I – PROPERTY COVERAGES.

COVERAGE C - Personal Property.

Special Limits of Liability.

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.**

In the event Landlord Endorsement FMHO 3307 is part of this policy, the above coverages contained in Special Limits of Liability 10 and 11 are deleted.

Property Not Covered

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

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

SECTION I - ADDITIONAL COVERAGES.

- 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.

- 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
- 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**.)

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.

Under Form **HO 00 03**, the following Additional Coverage is added:

12. Damage to Siding and/or Roofing. In case of damage to siding and/or roofing of the covered dwelling and other structures at the insured location, we will reimburse you for the cost you incur, up to a maximum of \$15,000 in aggregate to replace any undamaged siding, soffit, fascia, and/or roofing material of like kind and quality to match those materials that were used to repair or replace the damaged property.

This coverage applies only if reasonably similar siding and/or roofing materials are no longer available to repair or replace the damaged portion of the damaged covered dwelling and other structures at the insured location due to a covered peril.

This coverage does not apply to:

- a. Mismatches caused by weathering, fading, oxidizing, wear and tear, deterioration, or product defect;
- b. Damage to siding material other than vinyl or metal siding;
- c. Roofing material other than architectural (laminated) asphalt shingle or 3-tab asphalt shingle.

However, we will not pay to:

- a. Replace siding and/or roofing material of any undamaged dwelling or other structure at the insured location in order to match newly repaired or replaced siding and/or roofing material of any damaged dwelling or other structure;
- b. Repair or replace undamaged roofing and/or siding material due to mismatch between

undamaged material and new material used to repair or replace damaged material because of:

- (1) Texture, quality, dimensional differences color, fading;
- (2) Oxidation, rust, corrosion, weathering differences;
- (3) Wear and tear, marring, scratching, deterioration;
- (4) Inherent vice, latent defect, mechanical breakdown;
- (5) Obsolescence, discontinuation; or
- (6) Material type variation.

SECTION I – EXCLUSIONS.

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**.)

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**.)

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:

1. 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;
2. Item 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 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 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.

Under Item 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.

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.

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.