

THIS ENDORSEMENT CHANGES YOUR POLICY - PLEASE READ IT CAREFULLY

SPECIAL PROVISIONS - MAINE

It is agreed your policy is amended as follows:

POLICY DEFINITIONS

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

- a. "**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.

The following definition is added:

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

SECTION I - PROPERTY COVERAGES

ADDITIONAL PROPERTY COVERAGES

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.

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 - PROPERTY CONDITIONS

Item **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.

Item **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.

SECTION II - LIABILITY COVERAGES

LIABILITY LOSSES WE DO NOT COVER

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

- (6) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in the paragraphs above.

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

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

The following is added to item **2.g.:**

If the State of Maine Department of Human Services or a lead inspector licensed by that department has given notice to the **insured**, or any person authorized to enter into a residential rental agreement on behalf of an **insured**, of the existence of an environmental lead hazard and ordered that the lead-based substances at the location be removed, replaced or securely and permanently covered within 30 days of receipt of the notice, exclusion **2.d.** above, will not apply bodily injury resulting from lead-based substances for the period within 30 days of the receipt of notice or within any extension.

This waiver ceases on the 31st day following receipt of the notice by the **insured** or authorized person, or at the end of any extension of the order, unless the Department of Human Services states that the environmental lead hazard described in the notice no longer exists.

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

- i.** liability arising out of any animal that any **insured** acquires, owns or keeps that:
 - (1) is of a breed or kind named by or controlled by any local, state, or federal ordinance or law because of public safety concerns;
 - (2) requires a permit from a governmental agency to legally possess, except licensing of domesticated dogs, domesticated house cats, and white tail deer.
 - (3) has previously inflicted injury upon any person resulting in:
 - (a) maiming, disfigurement, mutilation, impairment, disability or death; or
 - (b) loss of work, schooling, or a loss of ability to carry on with a normal routine;
 - (4) is illegal to possess.
 - (5) any prohibited breed of dog that any **insured** acquires, owns or keeps whether or not the injury or damage occurs on the **residence premises** or elsewhere. Prohibited breeds of dogs include:
 - (a) American Staffordshire Terriers, American Pit Bull Terriers, or Staffordshire Bull Terriers, all commonly known as Pit Bulls;
 - (b) Doberman Pinschers;
 - (c) Rottweilers;
 - (d) Chow Chows; or
 - (e) Presa Canarios.
 - (6) is a bird of prey (carnivorous birds such as eagles, hawks, owls, vultures or falcons);
 - (7) is venomous;
 - (8) is a reptilia (that are constricting snakes, and all carnivorous reptiles);

(9) is a primate or prosimian (monkeys, chimpanzees, gorillas, baboons, mandrills, orangutans);

Item (5) above does not apply in the event the animal is reacting to protect people or property from imminent harm.

This exclusion does not apply to any person or organization described as an insured in Policy Definitions, item g.(3).

ADDITIONAL LIABILITY COVERAGES

The following paragraph is added to item 1.

- d. 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.

SECTION I AND II - PROPERTY AND LIABILITY CONDITIONS

Item 2. 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.

Item 4.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 or fenced as required by law;
- (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; or
- (k) Violation of terms or conditions of the policy.

Item 5. NON-RENEWAL is deleted and replaced by the following:

5. NON-RENEWAL

We may elect not to renew this policy. We may do so by letting you know in writing at least 30 days before. The expiration date of the policy, for a policy written for a term of one year or less; or

- a. The anniversary date of the policy, for a policy written for a term of more than one year or for an indefinite term.

This non-renewal notice, together with our reason for non-renewal, 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 condition is added:

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:

- a. 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;
- b. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- c. 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
- d. 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.