

AMENDATORY ENDORSEMENT MAINE

1. **Insurance Inspection Services Exemption From Liability** -- 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 the 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.

2. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

3. Under Perils Excluded, Criminal, Fraudulent, Dishonest, Or Illegal Acts, if applicable, is amended to include the following:

However, "we" do provide coverage for an innocent insured.

4. How Much We Pay is amended to include the following:

Post-Judgment Interest -- Any interest which accrues after a judgment is entered will be paid as provided by Maine law. "Our" duty to pay such interest ends when "we" tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, "our" "limit".

5. Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud -- "We" do not provide coverage for an insured who has:

- a. willfully concealed or misrepresented:
 - 1) a material fact or circumstance with respect to this insurance; or
 - 2) an insured's interest herein.
- b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.