

Justin Stimpson v. American Modern Property and Casualty Insurance Company

Held: June 5, 2024
Decision Issued: July 5, 2024
Docket Number: INS-24-2044

The named insured requested a hearing to contest the nonrenewal of his dwelling fire policy. The company asserted that nonrenewal was appropriate because the insured had failed to provide it with documentation confirming that he had made repairs to the roof of the covered dwelling.

Held: For the insured. Under Section 3051 of the Maine Property Insurance Cancellation Control Act, 24-A M.R.S. §3051, nonrenewal of a dwelling fire policy is permissible if the underlying reason is a good faith reason and related to the insurability of the property. The company failed to meet its burden of establishing that the objectionable roof condition existed at the time it notified the insured of its intent not to renew the policy. Accordingly, the nonrenewal action is not permitted.