

LIBERTY INSURANCE UNDERWRITERS, INC.

v.

ESTATE OF PETER D. FAULKNER

Submitted on Briefs January 28, 2010

Decided February 2, 2010

Panel: LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

The estate of Peter D. Faulkner appeals from a judgment entered in the Superior Court (York County, *Fritzsche, J.*) for Liberty Insurance Underwriters, Inc. Contrary to the estate's contentions, the court did not err in determining, as a matter of law, (1) that Faulkner's second policy with Liberty was a renewal policy, pursuant to 24-A M.R.S. § 2908(1)(E) (2005);¹ and (2) that Liberty was not required to prove that the policy explicitly provides for rescission in order to proceed with a claim to rescind pursuant to 24-A M.R.S. § 2411 (2008), *Liberty Ins. Underwriters, Inc. v. Estate of Faulkner*, 2008 ME 149, ¶ 21, 957 A.2d 94, 100 (holding, without qualification, that section 2411 permits rescission); *Marchiori v. Am. Republic Ins. Co.*, 662 A.2d 932, 935 (Me. 1995) (holding that statutes relating to the effect of misrepresentations and warranties, and particularly, section 2411, are read into and form part of the contract of insurance). We decline the estate's request to alter the evidence required to prove reliance as part of a claim for rescission made pursuant to section 2411.

¹ Section 2908(1)(E) has since been amended. P.L. 2007, ch. 188, § C-1 (effective Sept. 20, 2007) (codified at 24-A M.R.S. § 2908(1)(E) (2008)).

The entry is:

Judgment affirmed.

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