

MMG HOME ADVANTAGE ULTRA

FOR USE WITH FORM HO 00 05 ONLY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Section I - PROPERTY COVERAGE

Under C. Coverage C – Personal Property, 3. Special Limits of Liability, the following limits have been revised:

- a. \$500 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$5,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$3,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$3,000 on trailers or semitrailers not used with watercraft of all types.
- e. \$5,000 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- g. \$5,000 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$5,000 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$2500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.
- l. \$5000 for "computer equipment" used for "business" purposes on or away from the "residence premises".

"Computer equipment" means:

- 1) computer hardware, software, "media", operating systems or network; and
- 2) other electronic parts, equipment or systems solely designed for use with or connected to equipment in (1) above.

"Media" means the storage device upon which software is stored. This includes blank cassette tapes or disks used solely with the computer or peripheral device. The "media" will be covered only up to its retail value, if pre-programmed, or the retail value of the "media" in blank or unexposed form, if blank or self-programmed.

Under E. Additional Coverages, the following limits are revised:

1. Debris Removal, b. Fallen Trees

(1). The limit is increased from \$1000 to \$2,000.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

a. The limit is increased from \$500 to \$5,000.

7. Loss Assessment

a. The limit is increased from \$1,000 to \$10,000.

11. Ordinance or Law

- a. The limit of liability is increased from 10% to 25%.

The following Additional Coverages are added:

13. Specified Additional Amount of Insurance For Coverage A - Dwelling - HO 04 20

(APPLIES ONLY WHEN LOSS TO BUILDING INSURED UNDER COVERAGE A EXCEEDS THE COVERAGE A LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS)

Additional Amount of Insurance 25%. The additional amount of insurance is determined by multiplying the Coverage A limit of liability shown in the Declarations by the percentage amount shown above.

To the extent that coverage is provided, we agree to provide an additional amount of insurance in accordance with the following provisions:

A. If you have:

1. Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
 - a. The property evaluations we make; and
 - b. Any increases in inflation; and
2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the building insured under Coverage A which increase the replacement cost of the building by 5% or more;

The provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged building.

B. If there is a loss to the building insured under Coverage A that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:

1. We will provide an additional amount of insurance, up to the amount described in the Schedule above; and
2. Section I – Condition C. Loss Settlement Paragraph 2. is deleted and replaced by Paragraphs 2., 3., and 4. as follows:
 2. The building insured under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts:
 - a. The replacement cost of that part of the building damaged with material of like kind and quality and for like use;
 - b. The necessary amount actually spent to repair or replace the damaged building; or
 - c. The limit of liability under this policy that applies to the building, plus any additional amount provided by this endorsement.

If the building is rebuilt at a new premises, the cost described in a. above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

3. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
4. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to the building on an actual cash value basis. You may then make claim for any additional liability on a replacement cost basis, provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

14. Personal Property- Coverage C - increased to 70% of Coverage A. This increase in coverage will be reflected on the declaration page.

15. Refrigerated Property Coverage - HO 04 98

A. Definitions

The following definition is added:

"Loss of power" means the complete or partial interruption of electric power due to conditions beyond an "insured's" control.

B. Coverage

1. We insure, for up to \$1000, covered property stored in freezers or refrigerators on the "residence premises" for direct loss caused by:
 - a. "Loss of power" to the refrigeration unit. "Loss of power" must be caused by damage to:
 - (1) Generating equipment; or
 - (2) Transmitting equipment; or
 - b. Mechanical failure of the unit which stores the property.
2. Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.
3. This endorsement does not increase the limit of liability for Coverage C.

C. Special Deductible

The following will replace any other deductible provision in this policy with respect to loss covered under this endorsement:

We will pay only that part of the total of all loss payable that exceeds \$100. No other deductible applies to this coverage.

D. Exception To Power Failure Exclusion

The Power Failure exclusion does not apply to this coverage.

All other provisions of this policy apply.

16. Personal Property Replacement Cost Loss Settlement -HO 23 63

A. Eligible Property

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
 - a. Coverage C; and
 - b. If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances;
whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - b. Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - c. Cameras, projection machines, films and related articles of equipment;
 - d. Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, goldplated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (3) Smoking implements; or
 - (4) Jewelry; and
 - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

B. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

C. Replacement Cost Loss Settlement Condition

The following loss settlement Condition applies to all property described in A. above:

1. We will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage C, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in A.2.a. – f. above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in A. above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.

If the actual cash value amount is insufficient to initiate repair or replacement of the lost or damaged property, we will advance to you the amount necessary for you to initiate such repair or replacement and such further amounts necessary to continue the repair or replacement. The amount of loss payment we agree upon for the lost or damaged property will be reduced by any advance payment. The total of all advances and other payments hereunder will not exceed the amount allowed under C.1.

Under this loss settlement procedure, the following special provisions apply:

- a. You shall promptly forward to us evidence of the agreement with the party repairing or replacing the property which shows the cost and estimated completion date of the repaired property or delivery date of the replaced property.
 - b. We will send to you the balance, if any, of the loss payment previously agreed upon when you notify us of the completion of the repairs or the expected delivery date of the replaced property.
 - c. If you do not comply with the above terms at any time, we will pay no more than the actual cash value for the loss. In such case, if the amount we advanced to you is more than the actual cash value, you shall refund the difference to us within 30 days of the date we mail our refund notice to you.
3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply

17. Water Backup and Sump Discharge or Overflow - MMG 23 81

A. Coverage

We insure, up to \$5,000 for direct physical loss to property covered under Section I caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
 - a. Sump, sump pump; or
 - b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages A, B, C or D stated in the Declarations.

B. Section I – Perils Insured Against

With respect to the coverage described in A. above, Paragraph A.2.e.(2) in Form HO 00 05 is deleted and replaced by the following:

Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself.

C. Special Deductible

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement.

We will pay only that part of the total of all loss payable under Section I that exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D – Loss Of Use.

D. Exclusion

The Water Damage Exclusion is replaced by the following:

Water

This means:

1. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
2. Water which:
 - a. Backs up through sewers or drains; or
 - b. Overflows or is otherwise discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood;
3. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
4. Waterborne material carried or otherwise moved by any of the water referred to in D.1. through D.3. of this Exclusion.

This Exclusion applies regardless of whether any of the above, in D.1. through D.4., is caused by an act of nature or is otherwise caused.

This Exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in D.1. through D.4., is covered.

All other provisions of this policy apply.

18. Replacement Cost Loss Settlement for Certain Non-Building Structures - HO 04 43

SECTION I – CONDITIONS

With respect to structures that are covered by this endorsement, Section I – Condition C. Loss Settlement is deleted and replaced by the following:

C. Loss Settlement

1. Covered losses to the following structures located on the "residence premises" are subject to the replacement cost loss settlement conditions described in 2. below:
 - a. Reinforced-masonry walls;
 - b. Metal or fiberglass fences;
 - c. Fences made of plastic/resin materials such as polyvinylchloride;
 - d. Patios, walks (not made of wood or wood products); and
 - e. Driveways.

2. The terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in E.11. Ordinance Or Law under Section I – Property Coverages.
 - a. We will pay the cost to repair or replace a structure described in 1. above after application of the deductible and without deduction for depreciation. However, we will not pay more than the least of the following amounts:
 - (1) The limit of liability under the policy that applies to Coverage B, or if the structure is specifically insured under this policy, the amount for which that structure is insured;
 - (2) The replacement cost of that part of the structure damaged with material of like kind and quality and for like use; or
 - (3) The necessary amount actually spent to repair or replace the damaged structure.
 - b. When the repair or replacement cost for the entire loss under this endorsement is more than \$2,500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
 - c. You may disregard Paragraphs a. and b. above and make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement, provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

19. Identity Fraud Expense Coverage - HO 04 55

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
2. "Expenses" means:
 - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
 - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
 - c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
 - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
 - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
 - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
 - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
 - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
 - f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

The following Additional Coverage is added under Section I:

IDENTITY FRAUD EXPENSE

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person aiding or abetting an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".

SPECIAL DEDUCTIBLE

We will pay only that part of the loss that exceeds \$250. No other deductible applies to "identity fraud" expense coverage.

SECTION I – CONDITION

B. Duties After Loss

The following is added:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply

20. Lock Replacement Coverage

We will pay up to \$500 for locks or cylinders which are replaced as a direct result of stolen keys. We and the police must be promptly notified of the theft. The locks must be replaced within 72 hours after the keys are stolen. Keys are those to buildings and structures at the "residence premises". We do not cover locks used with any vehicle, watercraft or aircraft. Keys given to a custodian are not considered stolen. We will pay the amount spent to repair or replace the locks or cylinders with ones of like kind and quality.

This coverage is additional insurance.

No deductible applies to this coverage.

SECTION II – LIABILITY COVERAGES, the following limits apply:

- A. **Coverage E – Personal Liability** - Limit increased to \$500,000 each occurrence
- B. **Coverage F – Medical Payments To Other** - Limit increased to \$5000 each person

SECTION II – EXCLUSIONS

Under **Watercraft Liability**, **B.2.c.(2)** is deleted and replaced by the following:

(2) One or more outboard engines or motors with:

- (a) 50 total horsepower or less;
- (b) More than 50 horsepower if the outboard engine or motor is not owned by an "insured";
- (c) More than 50 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
- (d) More than 50 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or
 - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

SECTION II – ADDITIONAL COVERAGES

D. Loss Assessment - the following limit is revised as follows:

1. The limit is increased from \$1,000 to \$10,000

E. Personal Injury - HO 24 82

DEFINITIONS

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

The following is added to Coverage E – Personal Liability:

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include pre-judgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, Section II – Exclusions is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal Injury":
 - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
 - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
 - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - d. Arising out of a criminal act committed by or at the direction of an "insured";

- e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
- f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

h. Arising out of civic or public activities performed for pay by an "insured";

i. To you or an "insured" as defined under Definition 5.a. or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

- (1) To repay; or
- (2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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.

k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

2. Any loss, cost or expense arising out of any:

- a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "fungi", wet or dry rot, or bacteria.

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph D. Loss Assessment is deleted and replaced by the following:

D. Loss Assessment

We will pay up to \$1000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of "personal injury".

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Section II – Condition I. Policy Period does not apply and Conditions A. Limit Of Liability, B. Severability Of Insurance and C. Duties After "Occurrence" are deleted and replaced by the following:

A. Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage E. This limit is the same regardless of the number of "insureds", claims made or suits brought.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

C. Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and "named insured";
 - b. Reasonably available information on the time, place and circumstances of the offense; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

All other provisions of this policy apply.

ADDITIONAL POLICY PROVISIONS

Policy Deductible Waiver

In the event of a Homeowners loss exceeding \$50,000 for Section I coverages, we will waive the homeowners deductible shown on the Declaration page up to \$1000. This does not pertain to specific peril or endorsement deductibles.

All other provisions of the policy apply.

Companion Policy Deductible Waiver

For a single occurrence involving homeowner and auto, the lesser of the two policy deductibles will be waived (except in a catastrophe event).

PLEASE REFER TO POLICY DECLARATIONS PAGE(S) FOR LIMITS OF LIABILITY FOR COVERAGE(S) PROVIDED UNDER THIS FORM.