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Unit-Owners Coverage C - Special Coverage

Old Form # ML-429

New Form # HO 1754

Summary of Changes:

The endorsement includes a provision specifying that coverage is provided with the understanding that the location where the insured's personal property is usually located is occupied by the named insured.

The descriptions of property subject to limitations for loss caused by theft, misplacing, or losing have been modified to coincide with the descriptions used in the underlying policy.

The endorsement includes a provision that replaces item g. under the new Incidental Property Coverage for Liquid Fuel Remediation. This provision clarifies that its terms do not limit coverage for direct loss to covered property caused by the discharge, etc. of liquid fuel when the loss is caused by a peril insured against that would apply under Coverage C if this endorsement was not attached to the policy.

The Perils Insured Against are deleted and replaced only with respect to property at a location that the insured does not regularly rent or sublet to another.

The endorsement adds that losses are excluded under Additional Exclusions That Apply To Property Coverages.

The endorsement makes distinctions regarding a described location that is protected by an automatic fire protective sprinkling system and one that is not.

The endorsement clarifies that plumbing systems and domestic appliances do not include certain equipment with respect to the Freezing, Discharge, Leakage, Or Overflow exclusion and its exceptions.

With regards to the Settling, Cracking, Shrinking, Bulging, Or Expanding exclusion, the new form specifically excludes coverage for loss to ceilings, floors, foundations, roofs, and walls.

Under the Birds, Vermin, Rodents, Insects, Or Animals exclusion, there are now exceptions for loss covered under the Incidental Property Coverage for Glass Or Safety Glazing Material and direct physical loss to covered property involving the collapse of a building or a part of a building.

Under the pollutants exclusion, an exception to the Pollutants exclusion addresses the Incidental Property Coverage for Liquid Fuel Remediation.

The endorsement excludes loss caused by wear and tear.

Under the endorsement, an exception to the refinishing, renovating, or repairing exclusion provides coverage for loss caused by fire or explosion.

Exceptions To Exclusions That Apply To Coverage C have been added as follows: Loss that results from the accidental discharge or overflow of water or steam from specific sources due to specific causes. The Exclusions That Apply To Property Coverages apply only with respect to property in a unit that is not rented or held for rental to others.

The endorsement specifies that the references to surface water and water below the surface of the ground in the Water exclusion do not include water that accidentally discharges or overflows from a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system, water heater, or domestic appliance at or in the building where the "described location" is located when loss caused by such water is the result of accidental discharge or overflow of a plumbing system, etc. and is not otherwise excluded by this policy. In addition, a plumbing system or domestic appliance does not include a sump, sump pump, or related equipment or any other type of system designed to remove subsurface water which is drained from the foundation area. The endorsement specifies that the Weather Conditions exclusion does not apply with respect to loss caused by water to property covered under Coverage C while away from a premises or location owned by, rented to, occupied by, or controlled by an "insured".

Under the endorsement, with respect to property covered under Coverage C, other than property in a unit that the insured regularly rents or holds for rental to others, Property Coverages is amended with the addition of a section entitled Additional Exclusions That Apply To Property Coverages as follows: The endorsement excludes loss caused by weather conditions that initiate, set in motion, or in any way contribute to a cause or event excluded under the Exclusions That Apply To Property Coverages and; Loss caused by errors, omissions, and defects.