

REFINITIV

DELTA REPORT

10-Q

MTG - MGIC INVESTMENT CORP

10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1318
<div>CHANGES</div>	297
<div>DELETIONS</div>	230
<div>ADDITIONS</div>	791

FORM 10-Q
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, June 30, 2024**

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 1-10816

 download.jpg

MGIC Investment Corporation

(Exact name of registrant as specified in its charter)

Wisconsin
(State or other jurisdiction of incorporation or organization)

250 E. Kilbourn Avenue

Milwaukee, Wisconsin

(Address of principal executive offices)

39-1486475

(I.R.S. Employer Identification No.)

53202

(Zip Code)

(414) 347-6480

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock	MTG	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ (Do not check if a smaller reporting company)

Emerging growth company ☐ If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: As of **April 26, 2024** **July 26, 2024**, there were **266,587,218** **259,233,744** shares of common stock of the registrant, par value \$1.00 per share, outstanding.

Forward Looking and Other Statements

All statements in this report that address events, developments or results that we expect or anticipate may occur in the future are "forward looking statements." Forward looking statements consist of statements that relate to matters other than historical fact. In most cases, forward looking statements may be identified by words such as "believe," "anticipate" or "expect," or words of similar import. The Risk Factors referred to in "Forward Looking Statements and Risk Factors – Location of Risk Factors" in Management's Discussion and Analysis of Financial Condition and Results of Operations below, may cause our actual results to differ materially from the results contemplated by forward looking statements that we may make. We are not undertaking any obligation to update any forward looking statements or other statements we may make in this document even though these statements may be affected by events or circumstances occurring after the forward looking statements or other statements were made. Therefore, no reader of this document should rely on these statements being current as of any time other than the time at which this document was filed with the Securities and Exchange Commission.

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MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

FORM 10-Q

FOR THE QUARTER ENDED March 31, 2024 June 30, 2024

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Glossary of terms and acronyms

/ A

ARMs

Adjustable rate mortgages

ABS

Asset-backed securities

Annual Persistency

The percentage of our insurance remaining in force from one year prior. As of September 30, 2023, we refined our methodology for calculating our Annual Persistency by excluding the amortization of the principal balance. All prior periods have been revised

ASC

Accounting Standards Codification

Available Assets

Assets, as designated under the PMIERS, that are readily available to pay claims, and include the most liquid investments

/ B

Book or book year

A group of loans insured in a particular calendar year

BPMI

Borrower-paid mortgage insurance

/ C

CECL

Current expected credit losses covered under ASC 326

CFPB

Consumer Financial Protection Bureau

CLO

Collateralized loan obligations

CMBS

Commercial mortgage-backed securities

COVID-19 Pandemic

An outbreak of the novel coronavirus disease, later named COVID-19. The outbreak of COVID-19 was declared a pandemic by the World Health Organization and a national emergency in the United States in March 2020

CRT

Credit risk transfer. The transfer of a portion of mortgage credit risk to the private sector through different forms of transactions and structures

/ D

DAC

Deferred insurance policy acquisition costs

Debt-to-income ("DTI") ratio

The ratio, expressed as a percentage, of a borrower's total debt payments to gross income

Delinquent Loan

A loan that is past due on a mortgage payment. A delinquent loan is typically reported to us by servicers when the loan has missed two or more payments. A loan will continue to be reported as delinquent until it becomes current, or a claim payment has been made. A delinquent loan is also referred to as a default

Delinquency Rate

The percentage of insured loans that are delinquent

Direct

Before giving effect to reinsurance

/ E

EPS

Earnings per share

/ F

Fannie Mae

Federal National Mortgage Association

FCRA

Fair Credit Reporting Act

FHA

Federal Housing Administration

FHFA

Federal Housing Finance Agency

FHLB

Federal Home Loan Bank of Chicago, of which MGIC is a member

FICO score

A measure of consumer credit risk provided by credit bureaus, typically produced from statistical models by Fair Isaac Corporation utilizing data collected by the credit bureaus

Freddie Mac

Federal Home Loan Mortgage Corporation

/ G

GAAP

Generally Accepted Accounting Principles in the United States

GSEs

Government Sponsored Enterprise. Collectively, Fannie Mae and Freddie Mac

/ H HAMP Home Affordable Modification Program	LPMI Lender-paid mortgage insurance
HARP Home Affordable Refinance Program	/ M MBS Mortgage-backed securities
Home Re Entities Unaffiliated special purpose insurers domiciled in Bermuda that participate in our aggregate XOL Transactions through the ILN market	MD&A Management's discussion and analysis of financial condition and results of operations
Home Re Transactions Excess-of-loss reinsurance transactions with the Home Re Entities	MGIC Mortgage Guaranty Insurance Corporation, a subsidiary of MGIC Investment Corporation
HOPA Homeowners Protection Act	MAC MGIC Assurance Corporation, a subsidiary of MGIC
HUD Housing and Urban Development	Minimum Required Assets The minimum amount of Available Assets that must be held under the PMIERS which is based on an insurer's book of RIF and is calculated from tables of factors with several risk dimensions, reduced for credit given for risk ceded under reinsurance transactions, and subject to a floor of \$400 million
/ I IBNR Reserves Loss reserves established on loans we estimate are delinquent, but for which the delinquency has not been reported to us	MPP Minimum Policyholder Position, as required under certain state requirements. The "policyholder position" of a mortgage insurer is its net worth or surplus, contingency reserve and a portion of the reserves for unearned premiums
IIF Insurance in force, which for loans insured by us, is equal to the unpaid principal balance, as reported to us	/ N N/A Not applicable for the period presented
ILN Insurance-linked notes	NAIC The National Association of Insurance Commissioners
/ L LAE Loss adjustment expenses, which includes the costs of settling claims, including legal and other expenses and general expenses of administering the claims settlement process	NIW New Insurance Written, is the aggregate original principal amount of the mortgages that are insured during a period
Loan-to-value ("LTV") ratio The ratio, expressed as a percentage, of the dollar amount of the first mortgage loan to the value of the property at the time the loan became insured and does not reflect subsequent housing price appreciation or depreciation. Subordinate mortgages may also be present	N/M Data, or calculation, deemed not meaningful for the period presented
Long-term debt: 5.25% Notes 5.25% Senior Notes due on August 15, 2028, with interest payable semi-annually on February 15 and August 15 of each year	NPL Settlement The commutation of coverage on non-performing loans, which are a delinquent loans, at any stage in their delinquency
Loss ratio The ratio, expressed as a percentage, of losses incurred, net to net premiums earned	/ O OCI Office of the Commissioner of Insurance of the State of Wisconsin
Low down payment loans or mortgages Loans with less than 20% down payments	/ P PMI Private Mortgage Insurance (as an industry or product type)

PMIERS

Private Mortgage Insurer Eligibility Requirements issued by each of Fannie Mae and Freddie Mac to set forth requirements that an approved insurer must meet and maintain to provide mortgage guaranty insurance on loans delivered to or acquired by Fannie Mae or Freddie Mac, as applicable

Premium Yield

The ratio of premium earned divided by the average IIF outstanding for the period measured

Premium Rate

The contractual rate charged for coverage under our insurance policies

Primary Insurance

Insurance that provides mortgage default protection on individual loans.

Profit Commission

Payments we receive from reinsurers under each of our quota share reinsurance transactions if the annual loss ratio is below levels specified in the quota share reinsurance transaction

/ Q

QSR Transaction

Quota share reinsurance transaction with a group of unaffiliated reinsurers

2020 QSR

Our QSR transactions that provided coverage on eligible NIW in 2020

2021 QSR

Our QSR transaction that provides coverage on eligible NIW in 2021

2022 QSR

Our QSR transaction that provides coverage on eligible NIW in 2022

2023 QSR

Our QSR transaction that provides coverage on eligible NIW in 2023

2024 QSR

Our QSR transaction that provides coverage on eligible NIW in 2024

Credit Union QSR

Our QSR transaction that provides coverage on eligible NIW from credit union institutions originated from April 1, 2020 through December 31, 2025

/ R

RESPA

Real Estate Settlement Procedures Act

RIF

Risk in force, which for an individual loan insured by us, is equal to the unpaid loan principal balance, as reported to us, multiplied by the insurance coverage percentage. RIF is sometimes referred to as exposure

Risk-to-capital

Under certain state regulations, the ratio of RIF, net of reinsurance and exposure on policies currently in default and for which loss reserves have been established, to the level of statutory capital

RMBS

Residential mortgage-backed securities

/ S

State Capital Requirements

Under certain state regulations, the minimum amount of statutory capital relative to risk in force (or similar measure)

/ T

TILA

Truth in Lending Act

Traditional XOL Transaction

Excess-of-loss reinsurance transaction with a group of unaffiliated reinsurers

2022 Traditional XOL

Our XOL transaction that provides coverage on eligible NIW in 2022

2023 Traditional XOL

Our XOL transaction that provides coverage on eligible NIW in 2023

2024 Traditional XOL

Our XOL transaction that provides coverage on eligible NIW in 2024

/ U

Underwriting expense ratio

The ratio, expressed as a percentage, of the other underwriting and operating expenses, net, and amortization of DAC of our combined insurance operations (which excludes underwriting and operating expenses of our non-insurance subsidiaries) to net premiums written

Underwriting profit

Net premiums earned minus losses incurred, net and other underwriting and operating expenses, net

USDA

U.S. Department of Agriculture

/ V

VA

U.S. Department of Veterans Affairs

VIE

Variable interest entity

Variable interest entity

XOL Transactions

Excess-of-loss reinsurance transactions executed through the Home Re Transactions and the Traditional XOL Transactions

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

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(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

(In thousands)

ASSETS

ASSETS

ASSETS

Investment portfolio:

Investment portfolio:

Investment portfolio:

Fixed income, available-for-sale, at fair value (amortized cost 2024 - \$5,928,057; 2023 - \$5,939,483)

Fixed income, available-for-sale, at fair value (amortized cost 2024 - \$5,928,057; 2023 - \$5,939,483)	
Fixed income, available-for-sale, at fair value (amortized cost 2024 - \$5,928,057; 2023 - \$5,939,483)	
Short-term, fixed income, available-for-sale, at fair value (amortized cost 2024 - \$95,721; 2023 - \$121,539)	
Equity securities, at fair value (cost 2024 - \$16,053; 2023 - \$16,025)	
Fixed income, available-for-sale, at fair value (amortized cost 2024 - \$5,914,023; 2023 - \$5,939,483)	
Fixed income, available-for-sale, at fair value (amortized cost 2024 - \$5,914,023; 2023 - \$5,939,483)	
Fixed income, available-for-sale, at fair value (amortized cost 2024 - \$5,914,023; 2023 - \$5,939,483)	
Short-term, fixed income, available-for-sale, at fair value (amortized cost 2024 - \$236,448; 2023 - \$121,539)	
Equity securities, at fair value (cost 2024 - \$16,084; 2023 - \$16,025)	
Other invested assets, at cost	
Total investment portfolio	
Cash and cash equivalents	
Restricted cash and cash equivalents	
Accrued investment income	
Reinsurance recoverable on loss reserves	
Reinsurance recoverable on paid losses	
Premiums receivable	
Home office and equipment, net	
Deferred insurance policy acquisition costs	
Deferred income taxes, net	
Other assets	
Total assets	
LIABILITIES AND SHAREHOLDERS' EQUITY	
LIABILITIES AND SHAREHOLDERS' EQUITY	
LIABILITIES AND SHAREHOLDERS' EQUITY	
LIABILITIES AND SHAREHOLDERS' EQUITY	
LIABILITIES AND SHAREHOLDERS' EQUITY	
LIABILITIES AND SHAREHOLDERS' EQUITY	
Liabilities:	
Liabilities:	
Liabilities:	
Loss reserves	
Loss reserves	
Loss reserves	
Unearned premiums	
Senior notes	
Senior notes	
Senior notes	
Other liabilities	
Other liabilities	
Other liabilities	
Total liabilities	
Contingencies	Contingencies
Shareholders' equity:	
Common stock (one dollar par value, shares authorized 1,000,000; shares issued 2024 - 371,353; 2023 - 371,353; shares outstanding 2024 - 268,990; 2023 - 272,494)	
Common stock (one dollar par value, shares authorized 1,000,000; shares issued 2024 - 371,353; 2023 - 371,353; shares outstanding 2024 - 268,990; 2023 - 272,494)	

Common stock (one dollar par value, shares authorized 1,000,000; shares issued 2024 - 371,353; 2023 - 371,353; shares outstanding 2024 - 268,990; 2023 - 272,494)
Common stock (one dollar par value, shares authorized 1,000,000; shares issued 2024 - 371,353; 2023 - 371,353; shares outstanding 2024 - 261,390; 2023 - 272,494)
Common stock (one dollar par value, shares authorized 1,000,000; shares issued 2024 - 371,353; 2023 - 371,353; shares outstanding 2024 - 261,390; 2023 - 272,494)
Common stock (one dollar par value, shares authorized 1,000,000; shares issued 2024 - 371,353; 2023 - 371,353; shares outstanding 2024 - 261,390; 2023 - 272,494)
Paid-in capital
Treasury stock at cost (shares 2024 - 102,363; 2023 - 98,859)
Treasury stock at cost (shares 2024 - 109,963; 2023 - 98,859)
Accumulated other comprehensive income (loss), net of tax
Retained earnings
Total shareholders' equity
Total liabilities and shareholders' equity

See accompanying notes to consolidated financial statements.

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MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)

CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)

CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)

	Three Months Ended March 31,
	Three Months Ended June 30,
	Three Months Ended March 31,
	Three Months Ended June 30,
	Three Months Ended March 31,
	Three Months Ended June 30,

(In thousands, except per share data)

(In thousands, except per share data)

(In thousands, except per share data)

Revenues:

Revenues:

Revenues:

Premiums written:

Premiums written:

Premiums written:

Direct

Direct

Direct

Assumed

Assumed

Assumed

Ceded

Ceded
Ceded
Net premiums written
Net premiums written
Net premiums written
Decrease in unearned premiums, net
Decrease in unearned premiums, net
Decrease in unearned premiums, net
Net premiums earned
Net premiums earned
Net premiums earned
Investment income, net of expenses
Investment income, net of expenses
Investment income, net of expenses
Net gains (losses) on investments and other financial instruments
Net gains (losses) on investments and other financial instruments
Net gains (losses) on investments and other financial instruments
Other revenue
Other revenue
Other revenue
Total revenues
Total revenues
Total revenues
Losses and expenses:
Losses and expenses:
Losses and expenses:
Losses incurred, net
Losses incurred, net
Losses incurred, net
Amortization of deferred insurance policy acquisition costs
Amortization of deferred insurance policy acquisition costs
Amortization of deferred insurance policy acquisition costs
Other underwriting and operating expenses, net
Other underwriting and operating expenses, net
Other underwriting and operating expenses, net
Interest expense
Interest expense
Interest expense
Total losses and expenses
Total losses and expenses
Total losses and expenses
Income before tax
Income before tax
Income before tax
Provision for income tax
Provision for income tax

Provision for income tax
Net income
Net income
Net income
Earnings per share:
Earnings per share:
Earnings per share:
Basic
Basic
Basic
Diluted
Diluted
Diluted
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - diluted
Weighted average common shares outstanding - diluted
Weighted average common shares outstanding - diluted

See accompanying notes to consolidated financial statements.

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES	
MGIC INVESTMENT CORPORATION AND SUBSIDIARIES	
MGIC INVESTMENT CORPORATION AND SUBSIDIARIES	CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (Unaudited)
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,

[illegible]

Benefit plan adjustments
Other comprehensive income (loss), net of tax
Other comprehensive income (loss), net of tax
Other comprehensive income (loss), net of tax
Comprehensive income (loss)
Comprehensive income (loss)
Comprehensive income (loss)

See accompanying notes to consolidated financial statements.

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(Unaudited)

	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,
	Three Months Ended March
	31,

(In thousands)
Common stock
Common stock
Common stock
Balance, beginning and end of period
Balance, beginning and end of period
Balance, beginning and end of period
Paid-in capital
Paid-in capital
Paid-in capital
Balance, beginning of period
Balance, beginning of period
Balance, beginning of period
Reissuance of treasury stock, net under share-based compensation plans
Reissuance of treasury stock, net under share-based compensation plans
Reissuance of treasury stock, net under share-based compensation plans
Equity compensation
Equity compensation
Equity compensation
Balance, end of period
Balance, end of period
Balance, end of period
Treasury stock
Treasury stock
Treasury stock
Balance, beginning of period
Balance, beginning of period
Balance, beginning of period
Reissuance of treasury stock, net under share-based compensation plans
Reissuance of treasury stock, net under share-based compensation plans
Reissuance of treasury stock, net under share-based compensation plans
Repurchase of common stock
Repurchase of common stock
Repurchase of common stock
Balance, end of period
Balance, end of period
Balance, end of period
Accumulated other comprehensive income (loss)
Accumulated other comprehensive income (loss)
Accumulated other comprehensive income (loss)
Balance, beginning of period
Balance, beginning of period
Balance, beginning of period

Other comprehensive income (loss), net of tax
Other comprehensive income (loss), net of tax
Other comprehensive income (loss), net of tax
Balance, end of period
Balance, end of period
Balance, end of period
Retained earnings
Retained earnings
Retained earnings
Balance, beginning of period
Balance, beginning of period
Balance, beginning of period
Net income
Net income
Net income
Cash dividends
Cash dividends
Cash dividends
Balance, end of period
Balance, end of period
Balance, end of period
Total shareholders' equity
Total shareholders' equity
Total shareholders' equity

See accompanying notes to consolidated financial statements.

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

	Three Months Ended March 31,
	Six Months Ended June 30,
	Three Months Ended March 31,
	Six Months Ended June 30,
	Three Months Ended March 31,
	Six Months Ended June 30,

(In thousands)

(In thousands)

(In thousands)

Cash flows from operating activities:
Cash flows from operating activities:
Cash flows from operating activities:

Net income
Net income
Net income
Adjustments to reconcile net income to net cash provided by operating activities:
Adjustments to reconcile net income to net cash provided by operating activities:
Adjustments to reconcile net income to net cash provided by operating activities:
Depreciation and amortization
Depreciation and amortization
Depreciation and amortization
Deferred tax expense (benefit)
Deferred tax expense (benefit)
Deferred tax expense (benefit)
Equity compensation
Equity compensation
Equity compensation
Net (gains) losses on investments and other financial instruments
Net (gains) losses on investments and other financial instruments
Net (gains) losses on investments and other financial instruments
Change in certain assets and liabilities:
Change in certain assets and liabilities:
Change in certain assets and liabilities:
Accrued investment income
Accrued investment income
Accrued investment income
Reinsurance recoverable on loss reserves
Reinsurance recoverable on loss reserves
Reinsurance recoverable on loss reserves
Reinsurance recoverable on paid losses
Reinsurance recoverable on paid losses
Reinsurance recoverable on paid losses
Premiums receivable
Premiums receivable
Premiums receivable
Deferred insurance policy acquisition costs
Deferred insurance policy acquisition costs
Deferred insurance policy acquisition costs
Loss reserves
Loss reserves
Loss reserves
Unearned premiums
Unearned premiums
Unearned premiums
Return premium accrual
Return premium accrual
Return premium accrual
Current income taxes
Current income taxes
Current income taxes

Other, net
Other, net
Other, net
Net cash provided by (used in) operating activities
Cash flows from investing activities:
Cash flows from investing activities:
Cash flows from investing activities:
Purchases of investments
Purchases of investments
Purchases of investments
Proceeds from sales of investments
Proceeds from sales of investments
Proceeds from sales of investments
Proceeds from maturity of fixed income securities
Proceeds from maturity of fixed income securities
Proceeds from maturity of fixed income securities
Proceeds from sale of equipment
Proceeds from sale of equipment
Proceeds from sale of equipment
Additions to property and equipment
Additions to property and equipment
Additions to property and equipment
Net cash provided by (used in) investing activities
Net cash provided by (used in) investing activities
Net cash provided by (used in) investing activities
Cash flows from financing activities:
Cash flows from financing activities:
Cash flows from financing activities:
Repurchase of common stock
Repurchase of common stock
Repurchase of common stock
Dividends paid
Dividends paid
Dividends paid
Payment of withholding taxes related to share-based compensation net share settlement
Payment of withholding taxes related to share-based compensation net share settlement
Payment of withholding taxes related to share-based compensation net share settlement
Net cash provided by (used in) financing activities
Net cash provided by (used in) financing activities
Net cash provided by (used in) financing activities
Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents
Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents
Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents
Cash and cash equivalents and restricted cash and cash equivalents at beginning of period
Cash and cash equivalents and restricted cash and cash equivalents at beginning of period
Cash and cash equivalents and restricted cash and cash equivalents at beginning of period
Cash and cash equivalents and restricted cash and cash equivalents at end of period
Cash and cash equivalents and restricted cash and cash equivalents at end of period

Cash and cash equivalents and restricted cash and cash equivalents at end of period

(1) Amounts have been reclassified to conform to the current year presentation

(1) Amounts have been reclassified to conform to the current year presentation

(1) Amounts have been reclassified to conform to the current year presentation

See accompanying notes to consolidated financial statements.

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MGIC INVESTMENT CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

March 31, June 30, 2024

(Unaudited)

Note 1. Nature of Business and Basis of Presentation

MGIC Investment Corporation is a holding company which, through Mortgage Guaranty Insurance Corporation ("MGIC"), is principally engaged in the mortgage insurance business. We provide mortgage insurance to lenders throughout the United States and to government sponsored entities to protect against loss from defaults on low down payment residential mortgage loans. MGIC Assurance Corporation ("MAC") and MGIC Indemnity Corporation ("MIC"), insurance subsidiaries of MGIC, provide insurance for certain mortgages under Fannie Mae and Freddie Mac (the "GSEs") credit risk transfer programs.

The accompanying unaudited consolidated financial statements of MGIC Investment Corporation and its wholly-owned subsidiaries have been prepared in accordance with the instructions to Form 10-Q as prescribed by the Securities and Exchange Commission ("SEC") for interim reporting and do not include all of the other information and disclosures required by accounting principles generally accepted in the United States of America ("GAAP"). These statements should be read in conjunction with the consolidated financial statements and notes thereto for the year ended December 31, 2023 included in our 2023 Annual Report on Form 10-K. As used below, "we," "our" and "us" refer to MGIC Investment Corporation's consolidated operations or to MGIC Investment Corporation, as the context requires.

In the opinion of management, the accompanying financial statements include all adjustments, consisting primarily of normal recurring accruals, necessary to fairly state our consolidated financial position and consolidated results of operations for the periods indicated. The consolidated results of operations for an interim period are not necessarily indicative of the results that may be expected for the year ending December 31, 2024.

The substantial majority of our NIW has been for loans purchased by the GSEs. The current private mortgage insurer eligibility requirements ("PMIERS") of the GSEs include financial requirements, as well as business, quality control and certain transactional approval requirements. The financial requirements of the PMIERS require a mortgage insurer's "Available Assets" (generally only the most liquid assets of an insurer) to equal or exceed its "Minimum Required Assets" (which are based on an insurer's book of risk in force, calculated from tables of factors with several risk dimensions). Based on our application of the PMIERS, as of **March 31, 2024** **June 30, 2024**, MGIC's Available Assets are in excess of its Minimum Required Assets; and MGIC is in compliance with the PMIERS and eligible to insure loans purchased by the GSEs.

Subsequent events

We have considered subsequent events through the date of this filing.

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Note 2. Significant Accounting Policies

Prospective accounting and reporting developments

Relevant new amendments to accounting standards, which are not yet effective or adopted.

Improvements to Income Tax Disclosures: ASU 2023-09

In December 2023, the FASB issued ASU 2023-09 to enhance the transparency and decision usefulness of income tax disclosures. Income tax disclosures will require consistent categories and greater disaggregations of information in the rate reconciliation and disclosure of income taxes paid **disaggregated** by jurisdiction. ASU 2023-09 is effective for annual periods beginning after December 15, 2024 on a prospective basis. Early adoption is permitted. We are currently evaluating the impacts the adoption of this guidance will have on our disclosures, but do not expect it will have a material impact.

Note 3. Debt

Debt obligations

The aggregate carrying value of our 5.25% Senior Notes (5.25% Notes) ("5.25% Notes") and the par value as of March 31, 2024 June 30, 2024 and December 31, 2023 is presented in table 3.1 below.

Long-term debt obligation, carrying value

Table				
(In thousands)				
(In thousands)				
(In thousands)				
March 31, 2024				
December 31, 2023				
June 30, 2024				
December 31, 2023				
5.25% Notes, due August 2028 (par value: \$650 million)				

The 5.25% Notes are an obligation of our holding company, MGIC Investment Corporation.

See Note 7 - "Debt" in our Annual Report on Form 10-K for the year ended December 31, 2023 for additional information pertaining to our debt obligations. obligation. As of March 31, 2024 June 30, 2024 we are in compliance with our debt covenants.

Interest payments

Interest payments for the three six months ended March 31, 2024 June 30, 2024 and 2023 were \$17.1 million and \$18.0 million.

Note 4. Reinsurance

We have in place reinsurance agreements executed under quota share reinsurance ("QSR") transactions and excess-of-loss ("XOL") transactions as discussed below. The effect of all of our reinsurance transactions on our consolidated statement of operations is shown in table 4.1 below.

Reinsurance				
Reinsurance				
Reinsurance				
Table				
Table				
Table				
(In thousands)				
(In thousands)				
Three Months Ended June 30,				
Six Months Ended June 30,				
2024				
2023				
2024				
2023				
Premiums earned:				
Premiums earned:				
Premiums earned:				
Direct				
Direct				
Direct				
Assumed				
Assumed				
Assumed				
Ceded - quota share reinsurance (1)				
Ceded - quota share reinsurance (1)				
Ceded - quota share reinsurance (1)				
Ceded - excess-of-loss reinsurance				
Ceded - excess-of-loss reinsurance				
Ceded - excess-of-loss reinsurance				
Total ceded				

Total ceded
Total ceded
Net premiums earned
Net premiums earned
Net premiums earned
Losses incurred:
Losses incurred:
Losses incurred:
Losses incurred:
Losses incurred:
Losses incurred:
Direct
Direct
Direct
Assumed
Assumed
Assumed
Ceded - quota share reinsurance
Ceded - quota share reinsurance
Ceded - quota share reinsurance
Losses incurred, net
Losses incurred, net
Losses incurred, net
Other Reinsurance Impacts:
Other Reinsurance Impacts:
Other Reinsurance Impacts:
Profit commission on quota share reinsurance (1)
Profit commission on quota share reinsurance (1)
Profit commission on quota share reinsurance (1)
Ceding commission on quota share reinsurance
Ceding commission on quota share reinsurance
Ceding commission on quota share reinsurance

(1) Ceded premiums earned are shown net of profit commission.

Quota share reinsurance

We have entered into QSR Transactions with panels of third-party reinsurers to cede a fixed percentage of premiums earned and received and losses incurred on insurance covered by the transactions. We receive the benefit of a ceding commission equal to 20% of premiums ceded before profit commission. We also receive the benefit of a profit commission through a reduction of premiums we cede. The profit commission varies inversely with the level of losses on a "dollar for dollar" basis and can be eliminated at certain annual loss ratios as defined below. Ceded losses incurred are impacted by the delinquencies covered by our QSR Transactions, our estimates of payments that will be ultimately made on those delinquencies, and claim payments covered by our QSR Transactions.

Each of our QSR Transactions typically have annual loss ratio caps of 300% and lifetime loss ratio caps of 200%.

Table 4.2 below provides additional detail regarding our QSR Transactions.

Quota Share Reinsurance

Table
Quota Share Contract
Quota Share Contract

Quota Share Contract	Covered Policy Years	Quota Share %	Annual Loss Ratio to Exhaust Profit Commission ⁽¹⁾	Contractual Termination Date	Covered Policy Years	Quota Share %	Annual Loss Ratio to Exhaust Profit Commission ⁽¹⁾	Contractual Termination Date
2020 and 2021 QSR	2021	17.5 %	61.9 %	December 31, 2032	2020 and 2021 QSR	17.5 %	61.9 %	December 31, 2032
2021 QSR and 2022 QSR	2021	12.5 %	57.5 %	December 31, 2032	2021 QSR and 2022 QSR	12.5 %	57.5 %	December 31, 2032
2021 QSR and 2022 QSR	2022	15.0 %	57.5 %	December 31, 2033	2021 QSR and 2022 QSR	15.0 %	57.5 %	December 31, 2033
2022 QSR and 2023 QSR	2022	15.0 %	62.0 %	December 31, 2033	2022 QSR and 2023 QSR	15.0 %	62.0 %	December 31, 2033
2022 QSR and 2023 QSR	2023	15.0 %	62.0 %	December 31, 2034	2022 QSR and 2023 QSR	15.0 %	62.0 %	December 31, 2034
2023 QSR	2023	10.0 %	58.5 %	December 31, 2034	2023 QSR	10.0 %	58.5 %	December 31, 2034
2024 QSR	2024	30.0 %	56.0 %	December 31, 2035	2024 QSR	30.0 %	56.0 %	December 31, 2035
Credit Union QSR	2020-2025	65.0 %	50.0 %	December 31, 2039	Credit Union QSR	65.0 %	50.0 %	December 31, 2039

⁽¹⁾ We will receive a profit commission provided the annual loss ratio on policies covered under the transaction remains below this ratio.

We can elect to terminate the QSR Transactions under specified scenarios without penalty upon prior written notice, including if we will receive less than 90% (80% for the Credit Union QSR Transaction) of the full credit amount under the PMIERS, full financial statement credit or full credit under applicable regulatory capital requirements for the risk ceded in any required calculation period.

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Table 4.3 provides additional details regarding optional termination dates and optional reductions to our quota share percentage which can, in each case, be elected by us for a fee. Under the optional reduction to the quota share percentage, we may reduce our quota share percentage from the original percentage shown in table 4.2 to the percentage shown in table 4.3.

Quota Share Reinsurance

Quota Share Contract	Covered Policy Years	Optional Termination Date ⁽¹⁾	Optional Quota Share % Reduction Date ⁽²⁾	Optional Reduced Quota Share %
2020 QSR and 2021 QSR	2021	June 30, December 31, 2024	July 1, 2024	14.5% or 12%
2021 QSR and 2022 QSR	2021	June 30, December 31, 2024	July 1, 2024	10.5% or 8%
2021 QSR and 2022 QSR	2022	December 31, 2024	July 1, 2024	12.5% or 10%
2022 QSR and 2023 QSR	2022	December 31, 2024	July 1, 2024	12.5% or 10%
2022 QSR and 2023 QSR	2023	December 31, 2025	July 1, 2024	12.5% or 10%
2023 QSR	2023	December 31, 2025	July 1, 2024	8% or 7%
2024 QSR	2024	December 31, 2027	December 31, 2027	23% or 15%

⁽¹⁾ We can elect early termination of the QSR Transaction beginning on this date, and semi-annually thereafter.

⁽²⁾ We can elect to reduce the quota share percentage beginning on this date, and semi-annually thereafter.

Under the terms of our QSR Transactions, ceded premiums earned, ceding commissions, profit commission, and ceded paid loss and LAE are settled net on a quarterly basis. The ceded premiums earned due, after deducting the related ceding commission and profit commission, is reported within Other liabilities on the consolidated balance sheets.

The reinsurance recoverable on loss reserves related to our QSR Transactions was \$39.2 million \$42.3 million as of March 31, 2024 June 30, 2024 and \$33.3 million as of December 31, 2023. The reinsurance recoverable balance is secured by funds on deposit from reinsurers (which does not include letters of credit), the minimum amount of which is based on the greater of 1) a

reinsurer's funding requirements under PMIERS or 2) ceded reserves and unpaid losses. Each of the reinsurers under our QSR Transactions described above has an insurer financial strength rating of A- or better (or a comparable rating) by Standard and Poor's Rating Services, A.M. Best, Moody's, or a combination of the three.

Excess of loss reinsurance

We have XOL Transactions with a panel of unaffiliated reinsurers executed through the traditional reinsurance market ("Traditional XOL Transactions") and with unaffiliated special purpose insurers ("Home Re Transactions").

For policies covered under our Traditional XOL Transactions, we retain the first layer of the aggregate losses paid, and the reinsurers will then provide second layer coverage up to the outstanding reinsurance coverage amount. We retain losses paid in excess of the outstanding reinsurance coverage amount. The reinsurance coverage is subject to adjustment based on the risk characteristics of the covered loans until the initial excess of loss reinsurance coverage layer has been finalized.

We can elect to terminate our Traditional XOL Transactions under specified scenarios without penalty upon prior written notice, including if we will receive less than the full credit amount under the PMIERS, full financial statement credit or full credit under applicable regulatory capital requirements for the risk ceded in any required calculation period. The reinsurance premiums ceded under the Traditional XOL Transactions are based off the remaining reinsurance coverage levels. The reinsured coverage levels are secured by funds on deposit from reinsurers (which does not include letters of credit), the minimum amount of which is based on the greater of 1) a reinsurer's funding requirements under PMIERS or 2) ceded reserves and unpaid losses. Each of the reinsurers under our Traditional XOL Transactions has an insurer financial strength rating of A- or better (or a comparable rating) by Standard and Poor's Rating Services, A.M. Best, Moody's, or a combination of the three.

The Home Re Transactions are executed with unaffiliated special purpose insurers ("Home Re Entities"). For the reinsurance coverage periods, we retain the first layer of the respective aggregate losses paid, and a Home Re Entity will then provide second layer coverage up to the outstanding reinsurance coverage amount. We retain losses paid in excess of the outstanding reinsurance coverage amount. Subject to certain conditions, the reinsurance coverage decreases as the underlying covered mortgages amortize or are repaid, or mortgage insurance losses are paid.

The Home Re Entities financed the coverages by issuing mortgage insurance-linked notes ("ILNs") to unaffiliated investors in an aggregate amount equal to the initial reinsurance coverage amounts. Each ILN is non-recourse to any assets of MGIC or affiliates. The proceeds of the ILNs, which were deposited into reinsurance trusts for the benefit of MGIC, will be the source of reinsurance claim payments to MGIC and principal repayments on the ILNs.

Payment of principal on the related insurance-linked notes will be suspended and the reinsurance coverage available to MGIC under the transactions will not be reduced by such principal payments until a target level of credit enhancement is obtained or if certain thresholds or "Trigger Events" are reached, as defined in the related insurance-linked notes transaction agreement. As of **March 31, 2024** **June 30, 2024**, a "Trigger Event" has occurred on our Home Re 2019-1 ILN transaction because the reinsured principal balance of loans that were reported 60 or more days delinquent exceeded a percentage of the total reinsured principal balance of loans specified under each

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transaction. A "Trigger Event" has also occurred on the Home Re 2023-1 transaction because the target level of credit enhancement on the most senior tranche has not been met.

In January 2024, we exercised our optional call feature to terminate the reinsurance agreement with Home Re 2020-1, Ltd. In connection with the termination, the insurance linked notes issued by Home Re 2020-1 Ltd. were redeemed in full.

Table 4.4a, 4.4b, and 4.4c provide a summary of our XOL Transactions as of **March 31, 2024** **June 30, 2024** and December 31, 2023. **Tables 4.4b and 4.4c exclude the 2024 Traditional XOL which is still in its fill up period.**

Excess of Loss Reinsurance

Table 4.4a

(\$ in thousands)	Issue Date	Policy In force Dates	Optional Call Date (1)	Legal Maturity
2024 Traditional XOL (2)	April 1, 2024	January 1, 2024 - December 31, 2024	January 1, 2030	10 years
2023 Traditional XOL	April 1, 2023	January 1, 2023 - December 29, 2023	January 1, 2031	10 years
2022 Traditional XOL	April 1, 2022	January 1, 2022 - December 30, 2022	January 1, 2030	10 years
Home Re 2023-1, Ltd.	October 23, 2023	June 1, 2022 - August 31, 2023	October 25, 2028	10 years
Home Re 2022-1, Ltd.	April 26, 2022	May 29, 2021 - December 31, 2021	April 25, 2028	12.5 years
Home Re 2021-2, Ltd.	August 3, 2021	January 1, 2021 - May 28, 2021	July 25, 2028	12.5 years
Home Re 2021-1, Ltd.	February 2, 2021	August 1, 2020 - December 31, 2020	January 25, 2028	12.5 years
Home Re 2019-1, Ltd.	May 25, 2019	January 1, 2018 - March 31, 2019	May 25, 2026	10 years
Home Re 2018-1, Ltd.	October 30, 2018	July 1, 2016 - December 31, 2017	October 25, 2025	10 years

(1) We have the right to terminate the Home Re Transactions under certain circumstances, including an optional call feature that provides us the right to terminate if the outstanding principal balance of the related insurance-linked notes falls below 10% of the initial principal balance of the related insurance-linked notes, and on any payment date on or after the respective Optional Call Date. We can elect early termination of the Traditional XOL Transactions beginning on this date, and quarterly thereafter.

(2) The 2024 Traditional XOL Transaction provides up to \$187 million of reinsurance coverage on eligible NIW in 2024.

Reinsurance

Table 4.4b

Table 4.4b

Table 4.4b

Table 4.4b

2023 Traditional XOL
2023 Traditional XOL
2023 Traditional XOL
2022 Traditional XOL
Home Re 2023-1, Ltd.
Home Re 2022-1, Ltd.
Home Re 2021-2, Ltd.
Home Re 2021-1, Ltd.
Home Re 2020-1, Ltd.
Home Re 2019-1, Ltd.
Home Re 2018-1, Ltd.

		Initial Excess of Loss	Funding			Initial Excess of Loss	Funding			
(\$ in thousands)	(\$ in thousands)	Reinsurance Coverage (1)	Initial Funding Percentage (2)	Percentage at 3/31/2024 (2)	March 31, 2024 December 31, 2023	(\$ in thousands)	Reinsurance Coverage (1)	Initial Funding Percentage (2)	Percentage at 6/30/2024 (2)	June 30, 2024 December 31, 2023
2023 Traditional XOL										
2023 Traditional XOL										
2023										
Traditional										
XOL										
2022										
Traditional										
XOL										
Home Re										
2023-1, Ltd.										
Home Re										
2022-1, Ltd.										
Home Re										
2021-2, Ltd.										
(3)										
Home Re										
2021-1, Ltd.										
(3)										
Home Re										
2020-1, Ltd.										
Home Re										
2019-1, Ltd.										
(3)										
Home Re										
2018-1, Ltd.										

(2) The funding percentage represents the aggregate outstanding note balances divided by the aggregate ending coverage amounts.

(3) The funding percentage on the 2021-1, 2021-2, and 2019-1 were reduced from 100% after the tender offers were conducted in the fourth quarter of 2023.

The reinsurance premiums ceded to each Home Re Entity are composed of coverage, initial expense and supplemental premiums. The coverage premiums are generally calculated as the difference between the amount of interest payable by the Home Re Entity on the remaining reinsurance coverage levels, and the investment income collected on the collateral assets held in a reinsurance trust account and used to collateralize the Home Re Entity's reinsurance obligation to MGIC. The amount of monthly reinsurance coverage premium ceded on will fluctuate due to changes in the reference rate and changes in money market rates that affect investment income collected on the assets in the reinsurance trust. As a result, we concluded that each Home Re Transaction contains an embedded derivative that is accounted for separately as a freestanding derivative. The fair values of the derivatives at March 31, 2024 June 30, 2024 and December 31, 2023, were not material to our consolidated balance sheet and the change in fair value during the three and six months ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023 were not material to our consolidated statements of operations. (See Note 7 - "Investments" and Note 8 - "Fair Value Measurements".)

At the time the Home Re Transactions were entered into, we concluded that each Home Re Entity is a variable interest entity ("VIE"). A VIE is a legal entity that does not have sufficient equity at risk to finance its activities without additional subordinated financial support or is structured such that equity investors lack the ability to make sufficient decisions relating to the entity's operations through voting rights or do not substantively participate in gains and losses of the entity. Given that MGIC (1) does not have the unilateral power to direct the activities that most significantly affect each Home Re Entity's economic performance and (2) does not have the obligation, outside the terms of the reinsurance agreement, to absorb losses or the right to receive benefits of each Home Re Entity that could be significant to the Home Re Entity, consolidation of the Home Re Entities is not required.

We are required to disclose our maximum exposure to loss, which we consider to be an amount that we could be required to record in our statements of operations, as a result of our involvement with the VIEs under our Home Re Transactions. As of March 31, 2024 June 30, 2024, and December 31, 2023, we did not have material exposure to the VIEs as we have no investment in the VIEs and had no reinsurance claim payments due from the VIEs under our reinsurance transactions. We are unable to determine the timing or extent of claims from losses that are ceded under the reinsurance transactions. The VIE assets are deposited in reinsurance trusts for the benefit of MGIC that will be the source of reinsurance claim payments to MGIC. The purpose of the reinsurance trusts is to provide security to MGIC for the obligations of the VIEs under the reinsurance transactions. The trustee of the reinsurance trusts, a recognized provider of corporate trust services, has established segregated accounts within the reinsurance trusts for the benefit of MGIC, pursuant to the trust agreements. The trust agreements are governed by, and construed in accordance with, the laws of the State of New York. If the trustee of the reinsurance trusts failed to distribute claim payments to us as provided in the reinsurance trusts, we would incur a loss related to our losses ceded under the reinsurance transactions and deemed unrecoverable. We are also unable to determine the impact such possible failure by the trustee to perform pursuant to the reinsurance trust agreements may have on our consolidated financial statements. As a result, we are unable to quantify our maximum exposure to loss related to our involvement with the VIEs. MGIC has certain termination rights under the reinsurance transactions should its claims not be paid. We consider our exposure to loss from our reinsurance transactions with the VIEs to be remote.

Table 4.5 presents the total assets of the Home Re Entities as of March 31, 2024 June 30, 2024 and December 31, 2023.

Home Re total assets

Table

Table

Table

(In thousands)

(In thousands)

(In thousands)

		Total VIE Assets		Total VIE Assets	
Home Re Entity	Home Re Entity	March 31, 2024	December 31, 2023	Home Re Entity	June 30, 2024
Home Re 2023-1 Ltd.					December 31, 2023
Home Re 2023-1 Ltd.					
Home Re 2023-1 Ltd.					
Home Re 2023-1 Ltd.					
Home Re 2023-1 Ltd.					
Home Re 2023-1 Ltd.					
Home Re 2022-1 Ltd.					
Home Re 2021-2 Ltd.					
Home Re 2021-1 Ltd.					
Home Re 2020-1 Ltd.					
Home Re 2019-1 Ltd.					
Home Re 2018-1 Ltd.					

The reinsurance trust agreements provide that the trust assets may generally only be invested in certain money market funds that (i) invest at least 99.5% of their total assets in cash or direct U.S. federal government obligations, such as U.S. Treasury bills, as well as other short-term securities backed by the full faith and credit of the U.S. federal government or issued by an agency of the U.S. federal government, (ii) have a principal stability fund rating of “AAAm” by S&P or a money market fund rating of “Aaamf” by Moody’s as of the Closing Date and thereafter maintain any rating with either S&P or Moody’s, and (iii) are permitted investments under the applicable credit for reinsurance laws and applicable PMIERS credit for reinsurance requirements.

The total calculated PMIERS credit for risk ceded under our XOL Transactions are generally based on the PMIERS requirement of the covered policies and the attachment and detachment points of the coverage, all of which fluctuate over time. (See [Note 1 - “Nature of Business and Basis of Presentation”](#).)

Note 5. Litigation and Contingencies

We operate in a highly regulated industry that is subject to the risk of litigation and regulatory proceedings, including related to our claims paying practices. From time to time, we are involved in disputes and legal proceedings in the ordinary course of business. In our opinion, based on the facts known at this time, the ultimate resolution of these ordinary course disputes and legal proceedings will not have a material adverse effect on our financial position condition or results of operations.

Under ASC 450-20, until a loss associated with settlement discussions or legal proceedings becomes probable and can be reasonably estimated, we do not accrue an estimated loss. When we determine that a loss is probable and can be reasonably estimated, we record our best estimate of our probable loss. In those cases, until settlement negotiations or legal proceedings are concluded (including the receipt of any necessary GSE approvals), it is possible that we will record an additional loss.

Note 6. Earnings per Share

Basic earnings per share (“EPS”) is calculated by dividing net income by the weighted average number of shares of common stock outstanding, including participating securities. Our “participating securities” are comprised of vested restricted stock and restricted stock units (“RSUs”) with non-forfeitable rights to dividends. Diluted EPS includes the components of basic EPS and also gives effect to dilutive common stock equivalents. The determination of whether components are dilutive is calculated independently for each period. We calculate diluted EPS using the treasury stock method and if-converted method. Under the treasury stock method, diluted EPS reflects the potential dilution that could occur if unvested RSUs result in the issuance of common stock. Under the if-converted method, diluted EPS reflects the potential dilution that would have occurred if our 9% Debentures resulted in the issuance of common stock. The determination of potentially issuable shares does not consider the satisfaction of the conversion requirements and the shares are included in the determination of diluted EPS as of the beginning of the period, if dilutive. In the third quarter of 2023, under the terms of our 9% Debentures, we exercised our option to redeem the outstanding principal.

Table 6.1 reconciles the numerators and denominators used to calculate basic and diluted EPS.

Earnings per share		Three Months Ended June 30,		Six Months Ended June 30,	
Earnings per share					
Earnings per share					
Table					
Table					
Table					
		2024		2023	
(In thousands, except per share data)					
(In thousands, except per share data)					
(In thousands, except per share data)					
Basic earnings per share:					
Basic earnings per share:					
Basic earnings per share:					
Net income					
Net income					
Net income					
Weighted average common shares outstanding - basic					

Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Basic earnings per share
Basic earnings per share
Basic earnings per share
Diluted earnings per share:
Diluted earnings per share:
Diluted earnings per share:
Diluted earnings per share:
Diluted earnings per share:
Diluted earnings per share:
Net income
Net income
Net income
Interest expense, net of tax ⁽¹⁾ :
Interest expense, net of tax ⁽¹⁾ :
Interest expense, net of tax ⁽¹⁾ :
Interest expense, net of tax: ⁽¹⁾
9% Debentures
9% Debentures
9% Debentures
Diluted income available to common shareholders
Diluted income available to common shareholders
Diluted income available to common shareholders
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Effect of dilutive securities:
Effect of dilutive securities:
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Effect of dilutive securities:
Unvested RSUs
Unvested RSUs
Unvested RSUs
9% Debentures
9% Debentures
9% Debentures
Weighted average common shares outstanding - diluted
Weighted average common shares outstanding - diluted
Weighted average common shares outstanding - diluted
Diluted earnings per share
Diluted earnings per share
Diluted earnings per share

(1) Interest expense has been tax effected at a rate of 21%.

Note 7. Investments

Fixed income securities

Our fixed income securities classified as available-for-sale at March 31, 2024 June 30, 2024 and December 31, 2023 are shown in tables 7.1a and 7.1b below.

Details of fixed income securities by category as of March 31, 2024

Details of fixed income securities by category as of March 31, 2024

Details of fixed income securities by category as of March 31, 2024

Details of fixed income securities by category as of June 30, 2024

Details of fixed income securities by category as of June 30, 2024

Details of fixed income securities by category as of June 30, 2024

Table

(In thousands)

(In thousands)

(In thousands)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
U.S. Treasury securities and obligations of U.S. government corporations and agencies								
Obligations of U.S. states and political subdivisions								
Corporate debt securities								
ABS								
RMBS								
CMBS								
CLOs								
Foreign government debt								
Commercial paper								
Total fixed income securities								

Details of fixed income securities by category as of December 31, 2023

Table 7.1b

(In thousands)

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 167,995	\$ 51	\$ (6,364)	\$ 161,682
Obligations of U.S. states and political subdivisions	2,092,754	5,159	(189,835)	1,908,078
Corporate debt securities	2,626,401	17,391	(128,211)	2,515,581
ABS	173,256	1,292	(3,275)	171,273
RMBS	347,132	4,297	(20,656)	330,773
CMBS	293,204	5	(15,752)	277,457
CLOs	327,467	37	(1,408)	326,096
Foreign government debt	4,486	—	(643)	3,843
Commercial paper	28,327	3	—	28,330
Total fixed income securities	\$ 6,061,022	\$ 28,235	\$ (366,144)	\$ 5,723,113

We had \$12.1 million and \$12.2 million of investments at fair value on deposit with various states as of March 31, 2024 June 30, 2024 and December 31, 2023, respectively, due to regulatory requirements of those state insurance departments.

In connection with our insurance and reinsurance activities within MAC and MIC, insurance subsidiaries of MGIC, we are required to maintain assets in trusts for the benefit of contractual counterparties, which had investments at fair value of \$180.2 \$197.9 million and \$156.9 million at March 31, 2024 June 30, 2024 and December 31, 2023, respectively.

The amortized cost and fair values of fixed income securities at **March 31, 2024** **June 30, 2024**, by contractual maturity, are shown in table 7.2 below. Actual maturities will differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties. Because most mortgage and asset-backed securities provide **for** periodic payments throughout their lives, they are listed in separate categories.

Fixed income securities maturity schedule

Table		March 31, 2024				
		March 31, 2024				
		March 31, 2024				
		June 30, 2024				
		June 30, 2024				
		June 30, 2024				
(In thousands)	(In thousands)	Amortized cost	Fair Value	(In thousands)	Amortized cost	Fair Value
Due in one year or less						
Due after one year through five years						
Due after five years through ten years						
Due after ten years						
		4,899,429				
		5,027,399				
ABS						
ABS						
ABS						
ABS						
ABS						
ABS						
RMBS						
CMBS						
CLOs						
Total						

Equity securities

The cost and fair value of investments in equity securities at **March 31, 2024** **June 30, 2024** and December 31, 2023 are shown in tables 7.3a and 7.3b below.

Details of equity security investments as of March 31, 2024

Details of equity security investments as of June 30, 2024

Table									
(In thousands)									
(In thousands)									
(In thousands)	Cost	Fair Value Gains	Fair Value Losses	Fair Value	Cost	Fair Value Gains	Fair Value Losses	Fair Value	
Equity securities									

Details of equity security investments as of December 31, 2023

Table 7.3b									
(In thousands)									
		Cost		Fair Value Gains		Fair Value Losses		Fair Value	
Equity securities		\$	16,025	\$	5	\$	(1,259)	\$	14,771

Net gains (losses) on investments and other financial instruments

The net gains (losses) on investments and other financial instruments and the proceeds from the sale of fixed income securities classified as available-for-sale **and equity** securities are shown in table 7.4 below.

Details of net gains (losses) on investments and other financial instruments
Details of net gains (losses) on investments and other financial instruments

Details of net gains (losses) on investments and other financial instruments

Table							
Table							
Table	7.4	Three Months Ended June 30,		Six Months Ended June 30,			
(in thousands)		(in thousands)	2024	2023		2024	2023
(in thousands)							
(in thousands)							
Fixed income securities							
Fixed income securities							
Fixed income securities							
Gains on sales							
Gains on sales							
Gains on sales							
Losses on sales							
Losses on sales							
Losses on sales							
Equity securities gains (losses)							
Equity securities gains (losses)							
Equity securities gains (losses)							
Changes in fair value							
Changes in fair value							
Changes in fair value							
Change in embedded derivative on Home Re Transactions							
Change in embedded derivative on Home Re Transactions							
Change in embedded derivative on Home Re Transactions							
Other							
Other							
Other							
Gains (losses) on sales							
Gains (losses) on sales							
Gains (losses) on sales							
Market adjustment							
Market adjustment							
Market adjustment							
Net gains (losses) on investments and other financial instruments							
Net gains (losses) on investments and other financial instruments							
Net gains (losses) on investments and other financial instruments							
Proceeds from sales of fixed income securities							
Proceeds from sales of fixed income securities							
Proceeds from sales of fixed income securities							
Proceeds from sales of fixed income securities							

Other invested assets

Our other invested assets balance includes an investment in FHLB stock that is carried at cost, which due to its nature approximates fair value. Ownership of FHLB stock provides access to a secured lending facility, subject to certain conditions, which includes requirements to post collateral and to maintain a minimum investment in FHLB stock.

Unrealized investment losses

Tables 7.5a and 7.5b below summarize, for all available-for-sale investments in an unrealized loss position at **March 31, 2024**, **June 30, 2024** and December 31, 2023, the aggregate fair value and gross unrealized loss by the length of time those securities have been continuously in an unrealized loss position. The fair value amounts reported in tables 7.5a and 7.5b are estimated using the process described in [Note 8 - "Fair Value Measurements"](#) to these consolidated financial statements and in Note 3 - "Significant Accounting Policies" to the consolidated financial statements in our 2023 Annual Report on Form 10-K.

Unrealized loss aging for securities by type and length of time as of March 31, 2024

Unrealized loss aging for securities by type and length of time as of June 30, 2024

Table

	Less Than 12 Months	Less Than 12 Months	Less Than 12 Months	12 Months or Greater	Total	Fair Value	12 Months or Greater	Total						
(In thousands)	(In thousands)	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	(In thousands)	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Treasury securities and obligations of U.S. government corporations and agencies														
Obligations of U.S. states and political subdivisions														
Corporate debt securities														
ABS														
RMBS														
CMBS														
CLOs														
Foreign government debt														
Total														
Total														
Total														

Unrealized loss aging for securities by type and length of time as of December 31, 2023

Table 7.5b

	Less Than 12 Months		12 Months or Greater		Total	
(In thousands)	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 26,550	\$ (75)	\$ 98,359	\$ (6,289)	\$ 124,909	\$ (6,364)
Obligations of U.S. states and political subdivisions	275,727	(3,622)	1,200,533	(186,213)	1,476,260	(189,835)
Corporate debt securities	270,956	(6,060)	1,604,021	(122,151)	1,874,977	(128,211)
ABS	41,549	(1,234)	62,611	(2,041)	104,160	(3,275)
RMBS	44,867	(872)	176,349	(19,784)	221,216	(20,656)
CMBS	35,249	(391)	244,216	(15,361)	279,465	(15,752)
CLOs	—	—	274,729	(1,408)	274,729	(1,408)
Foreign government debt	—	—	3,843	(643)	3,843	(643)
Total	\$ 694,898	\$ (12,254)	\$ 3,664,661	\$ (353,890)	\$ 4,359,559	\$ (366,144)

There were **1,103**, **1,188** and 1,021 securities in an unrealized loss position at **March 31, 2024**, **June 30, 2024** and December 31, 2023, respectively. Based on current facts and circumstances, we believe the unrealized losses as of **March 31, 2024**, **June 30, 2024** presented in table 7.5a above are not indicative of the ultimate collectability of the current amortized cost of the securities. The unrealized losses in all categories of our investments at **March 31, 2024**, **June 30, 2024** were primarily caused by an increase in prevailing interest rates. We also rely upon estimates of several credit and non-credit factors in our review and evaluation of individual investments to determine whether a credit impairment exists. All of the securities in an unrealized loss position are current with respect to their interest obligations.

Note 8. Fair Value Measurements

Recurring fair value measurements

The following describes the valuation methodologies generally used by the independent pricing sources, or by us, to measure financial instruments at fair value, including the general classification of such financial instruments pursuant to the valuation hierarchy.

- Fixed income securities:

U.S. Treasury Securities and Obligations of U.S. Government Corporations and Agencies: Securities with valuations derived from quoted prices for identical instruments in active markets that we can access are categorized in Level 1 of the fair value hierarchy. Securities valued by surveying the dealer community, obtaining relevant trade data, benchmark quotes and spreads and incorporating this information in the valuation process are categorized as Level 2 of the fair value hierarchy.

Corporate Debt Securities are valued by obtaining relevant trade data, benchmark quotes and spreads and broker/dealer quotes and incorporating this information into the valuation process. These securities are generally categorized in Level 2 of the fair value hierarchy.

Obligations of U.S. States & Political Subdivisions are valued by tracking, capturing, and analyzing quotes for active issues and trades reported via the Municipal Securities Rulemaking Board records. Daily briefings and reviews of current economic conditions, trading levels, spread relationships, and the slope of the yield curve provide further data for evaluation. These securities are generally categorized in Level 2 of the fair value hierarchy.

Residential Mortgage-Backed Securities ("RMBS") are valued by monitoring interest rate movements, and other pertinent data daily. Incoming market data is enriched to derive spread, yield and/or price data as appropriate, enabling known data points to be extrapolated for valuation application across a range of related securities. These securities are generally categorized in Level 2 of the fair value hierarchy.

Commercial Mortgage-Backed Securities ("CMBS") are valued using techniques that reflect market participants' assumptions and maximize the use of relevant observable inputs including quoted prices for similar assets, benchmark yield curves and market corroborated inputs. Evaluation uses regular reviews of the inputs for securities covered, including executed trades, broker quotes, credit information, collateral attributes and/or cash flow waterfall as applicable. These securities are generally categorized in Level 2 of the fair value hierarchy.

Asset-Backed Securities ("ABS") are valued using spreads and other information solicited from market buy-and-sell-side sources, including primary and secondary dealers, portfolio managers, and research analysts. Cash flows are generated for each tranche, benchmark yields are determined, and deal collateral performance and tranche level attributes including trade activity, bids, and offers are applied, resulting in tranche specific prices. These securities are generally categorized in Level 2 of the fair value hierarchy.

Collateralized loan obligations ("CLOs") are valued by evaluating manager rating, seniority in the capital structure, assumptions about prepayment, default and recovery and their impact on cash flow generation. Loan level net asset values are determined and aggregated for tranches and as a final step prices are checked against available recent trade activity. These securities are generally categorized in Level 2 of the fair value hierarchy.

Foreign government debt is valued by surveying the dealer community, obtaining relevant trade data, benchmark quotes and spreads and incorporating this information into the valuation process. These securities are generally categorized in Level 2 of the fair value hierarchy.

Commercial Paper, which has an original maturity greater than 90 days, is valued using market data for comparable instruments of similar maturity and average yields. These securities are generally categorized in Level 2 of the fair value hierarchy.

- Equity securities: Consist of actively traded, exchange-listed equity securities, including exchange traded funds ("ETFs") and Bond Mutual Funds, with valuations derived from quoted prices for identical assets in active markets that we can access. These securities are valued in Level 1 of the fair value hierarchy.
- Cash Equivalents: Consist of money market funds and treasury bills with valuations derived from quoted prices for identical assets in active markets that we can access. These securities are valued in level 1 of the fair value hierarchy. Instruments in this category valued using market data for comparable instruments are classified as level 2 in the fair value hierarchy.

Assets measured at fair value, by hierarchy level, as of March 31, 2024, June 30, 2024 and December 31, 2023 are shown in tables 8.1a and 8.1b below. The fair value of the assets is estimated using the process described above, and more fully in Note 3 - "Significant Accounting Policies" to the consolidated financial statements in our 2023 Annual Report on Form 10-K.

Assets carried at fair value by hierarchy level as of March 31, 2024
Assets carried at fair value by hierarchy level as of March 31, 2024
Assets carried at fair value by hierarchy level as of March 31, 2024
Assets carried at fair value by hierarchy level as of June 30, 2024
Assets carried at fair value by hierarchy level as of June 30, 2024
Assets carried at fair value by hierarchy level as of June 30, 2024

Table

(In thousands)			
(In thousands)			
(In thousands)			
U.S. Treasury securities and obligations of U.S. government corporations and agencies			
U.S. Treasury securities and obligations of U.S. government corporations and agencies			
U.S. Treasury securities and obligations of U.S. government corporations and agencies			
Obligations of U.S. states and political subdivisions			
Obligations of U.S. states and political subdivisions			
Obligations of U.S. states and political subdivisions			
Corporate debt securities			
Corporate debt securities			
Corporate debt securities			
ABS			
ABS			
ABS			
RMBS			
RMBS			
RMBS			
CMBS			
CMBS			
CMBS			
CLOs			
CLOs			
CLOs			
Foreign government debt			
Foreign government debt			
Foreign government debt			
Commercial paper			
Commercial paper			
Commercial paper			
Total fixed income securities			
Total fixed income securities			
Total fixed income securities			
Equity securities			
Equity securities			
Equity securities			
Cash equivalents ⁽¹⁾			
Cash equivalents ⁽¹⁾			
Cash equivalents ⁽¹⁾			
Total			
Total			
Total			
Assets carried at fair value by hierarchy level as of December 31, 2023			
Table8.1b			
(In thousands)	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)

U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$	161,682	\$	95,828	\$	65,854
Obligations of U.S. states and political subdivisions		1,908,078		—		1,908,078
Corporate debt securities		2,515,581		—		2,515,581
ABS		171,273		—		171,273
RMBS		330,773		—		330,773
CMBS		277,457		—		277,457
CLOs		326,096		—		326,096
Foreign government debt		3,843		—		3,843
Commercial paper		28,330		—		28,330
Total fixed income securities		5,723,113		95,828		5,627,285
Equity securities		14,771		14,771		—
Cash equivalents ⁽¹⁾		367,517		367,301		216
Total	\$	6,105,401	\$	477,900	\$	5,627,501

(1) Includes restricted cash equivalents

Certain financial instruments, including insurance contracts, are excluded from these fair value disclosure requirements. Additional fair value disclosures related to our investment portfolio are included in [Note 7 – “Investments.”](#)

In addition to the assets carried at fair value discussed above, we have embedded derivatives carried at fair value related to our Home Re Transactions that are classified as “Other liabilities” or “Other assets” in our consolidated balance sheets. The estimated fair value related to our embedded derivatives reflects the present value impact of the variation in investment income on the assets held by the reinsurance trusts and the contractual reference rate on the Home Re Transactions used to calculate the reinsurance premiums we estimate we will pay over the estimated remaining life. These liabilities or assets are categorized in Level 3 of the fair value hierarchy. At [March 31, 2024](#) [June 30, 2024](#) and December 31, 2023, the fair value of the embedded derivatives was [a liability](#) [an asset](#) of [\\$0.6](#) [less than \\$0.1](#) million and an asset of \$2.4 million, respectively. (See [Note 4 - “Reinsurance”](#) for more information about our reinsurance programs.)

Real estate acquired through claim settlement is carried at fair values and is reported in “Other assets” on the consolidated balance sheet. These assets are categorized as Level 3 of the fair value hierarchy. For the [three six](#) months ended [March 31, 2024](#) [June 30, 2024](#), and 2023, purchases of real estate acquired were [\\$1.0](#) [\\$2.3](#) million and \$0.1 million, respectively. For the [three six](#) months ended [March 31, 2024](#) [June 30, 2024](#), and 2023, sales of real estate acquired were [zero](#) [\\$0.5 million](#) and \$1.2 million, respectively.

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Financial assets and liabilities not measured at fair value

Other invested assets include an investment in FHLB stock that is carried at cost, which due to restrictions that require it to be redeemed or sold only to the security issuer at par value, approximates fair value. The fair value of other invested assets is categorized as Level 2.

Financial liabilities include our outstanding debt [obligations](#). [obligation](#). The fair value of our 5.25% Notes was based on observable market prices and is categorized as level 2.

Table 8.2 presents the carrying value and fair value of our financial assets and liabilities disclosed, but not carried, at fair value at [March 31, 2024](#) [June 30, 2024](#) and December 31, 2023.

Financial assets and liabilities not measured at fair value

Table

		March 31, 2024									
		March 31, 2024									
		March 31, 2024		December 31, 2023							
		June 30, 2024									
		June 30, 2024									
		June 30, 2024		December 31, 2023							
(In thousands)	(In thousands)	Carrying Value	Fair Value	Carrying Value	Fair Value	(In thousands)	Carrying Value	Fair Value	Carrying Value	Fair Value	
Financial assets											
Other invested assets											
Other invested assets											

Other invested assets
Financial liabilities
Financial liabilities
Financial liabilities
Financial liabilities
Financial liabilities
Financial liabilities
5.25% Senior Notes
5.25% Senior Notes
5.25% Senior Notes

Note 9. Other Comprehensive Income

The pretax and related income tax benefit (expense) components of our other comprehensive income (loss) for the three and six months ended March 31, 2024 June 30, 2024 and 2023 are included in table 9.1 below.

Components of other comprehensive income (loss)					
Components of other comprehensive income (loss)					
Components of other comprehensive income (loss)					
Table					
Table					
Table					
			Three Months Ended March 31,		
			Three Months Ended March 31,		
			Three Months Ended March 31,		
(In thousands)					
(In thousands)					
			Three Months Ended June 30,		
			Three Months Ended June 30,		
			Three Months Ended June 30,		Six Months Ended June 30,
(In thousands)		(In thousands)	2024	2023	2024 2023
Net unrealized investment (losses) gains arising during the period					
Net unrealized investment (losses) gains arising during the period					
Net unrealized investment (losses) gains arising during the period					
Total income tax benefit (expense)					
Total income tax benefit (expense)					
Total income tax benefit (expense)					
Net of tax					
Net of tax					
Net of tax					
Net changes in benefit plan assets and obligations					
Net changes in benefit plan assets and obligations					
Net changes in benefit plan assets and obligations					
Net changes in benefit plan assets and obligations					
Net changes in benefit plan assets and obligations					

Reclassification adjustment related to benefit plan assets and obligations ⁽²⁾
Reclassification adjustment related to benefit plan assets and obligations ⁽²⁾
Income tax benefit (expense)
Income tax benefit (expense)
Income tax benefit (expense)
Net of tax
Net of tax
Net of tax
Total reclassifications
Total reclassifications
Total reclassifications
Total reclassifications
Total reclassifications
Income tax benefit (expense)
Income tax benefit (expense)
Income tax benefit (expense)
Total reclassifications, net of tax
Total reclassifications, net of tax
Total reclassifications, net of tax

- (1) Increases (decreases) Net realized investment gains (losses) on the consolidated statements of operations.
- (2) Decreases (increases) Other underwriting and operating expenses, net on the consolidated statements of operations.

A rollforward of AOCI for the **three** **six** months ended **March 31, 2024** **June 30, 2024**, including amounts reclassified from AOCI, are included in table 9.3 below.

Rollforward of AOCI

Table

		Three Months Ended March 31, 2024	Three Months Ended March 31, 2024	Three Months Ended March 31, 2024			Six Months Ended June 30, 2024	Six Months Ended June 30, 2024	Six Months Ended June 30, 2024		
(In thousands)	(In thousands)	Net unrealized gains and (losses) on available-for-sale securities	Net benefit plan assets and (obligations) recognized in shareholders' equity	Total accumulated other comprehensive income (loss)	(In thousands)	Net unrealized gains and (losses) on available-for-sale securities	Net benefit plan assets and (obligations) recognized in shareholders' equity	Total accumulated other comprehensive income (loss)	(In thousands)	Net unrealized gains and (losses) on available-for-sale securities	Net benefit plan assets and (obligations) recognized in shareholders' equity
Balance at December 31, 2023, net of tax											
Other comprehensive income (loss) before reclassifications											
Less: Amounts reclassified from AOCI											
Balance, March 31, 2024, net of tax											
Balance, June 30, 2024, net of tax											

Note 10. Benefit Plans

We have a non-contributory defined benefit pension plan, as well as a supplemental executive retirement plan, that covered eligible employees through December 31, 2022. Effective January 1, 2023, these plans were frozen (no future benefits will be accrued for participants due to employment and no new participants will be added). Participants in these plans were fully vested in their benefits as of December 31, 2022.

Table Tables 10.1 provides and 10.2 provide the components of net periodic benefit cost for our pension, supplemental executive retirement and other postretirement benefit plans for the three and six months ended March 31, 2024 June 30, 2024 and 2023.

Components of net periodic benefit cost

Table											
			Three Months Ended March 31,								
			Three Months Ended March 31,								
			Three Months Ended March 31,								
			Three Months Ended June 30,								
			Three Months Ended June 30,								
			Three Months Ended June 30,								

Expected return on plan assets
Amortization of:
Net actuarial losses (gains)
Net actuarial losses (gains)
Net actuarial losses (gains)
Prior service cost (credit)
Cost of settlements and curtailments
Net periodic benefit cost (benefit)

In the first quarter of 2024, we made a contribution to our qualified pension plan of \$23.0 million.

Note 11. Loss Reserves

We establish case reserves and LAE reserves on delinquent loans that were reported to us as two or more payments past due and have not become current or resulted in a claim payment. Such loans are referred to as being in our delinquency inventory. Case reserves are established by estimating the number of loans in our delinquency inventory that will result in a claim payment, which is referred to as the claim rate, and further estimating the amount of the claim payment, which is referred to as claim severity.

IBNR reserves are established for estimated losses from delinquencies we estimate have occurred prior to the close of an accounting period but have not yet been reported to us. IBNR reserves are also established using estimated claim rates and claim severities.

Estimation of losses is inherently judgmental. Even in a stable environment, changes to our estimates could result in a material impact to our consolidated results of operations and financial position. The conditions that affect the claim rate and claim severity include the current and future state of the domestic economy, including unemployment and the current and future strength of local housing markets; exposure on insured loans; the amount of time between delinquency and claim filing (all else being equal, the longer the period between delinquency and claim filing, the greater the severity); and curtailments and rescissions. The actual amount of the claim payments may be substantially different than our loss reserve estimates. Our estimates could be adversely affected by several factors, including a deterioration of regional or national economic conditions, including unemployment, leading to a reduction in borrowers' income and thus their ability to make mortgage payments, the impact of past and future government initiatives and actions taken by the GSEs (including mortgage forbearance programs and foreclosure moratoriums), and a drop in housing values which may affect borrower willingness to continue to make mortgage payments when the value of the home is below the mortgage balance. Loss reserves in future periods will also be dependent on the number of loans reported to us as delinquent.

Changes to our estimates could result in a material impact to our consolidated results of operations and financial position, even in a stable economic environment. Given the uncertainty of the macroeconomic environment, including the effectiveness of loss mitigation efforts, changes in home prices, and changes in unemployment, our loss reserve estimates may continue to be impacted.

In considering the potential sensitivity of the factors underlying our estimate of loss reserves, it is possible that even a relatively small change in our estimated claim rate or claim severity could have a material impact on loss reserves and, correspondingly, on our consolidated results of operations even in a stable economic environment. For example, as of **March 31, 2024** **June 30, 2024**, assuming all other factors remain constant, a \$1,000 increase/decrease in the average severity reserve factor would change the loss reserve amount by approximately +/- **\$8** **\$7** million. A one percentage point increase/decrease in the average claim rate reserve factor would change the loss reserve amount by approximately +/- **\$16** **\$15** million.

The "Losses incurred" section of table 11.1 below shows losses incurred on delinquencies that occurred in the current year and in prior years. The amount of losses incurred relating to delinquencies that occurred in the current year represents the estimated amount to be ultimately paid on such delinquencies. The amount of losses incurred relating to delinquencies that occurred in prior years represents the difference between the actual claim rate and claim severity associated with those delinquencies resolved in the current year compared to the estimated claim rate and claim severity at the prior year-end, as well as a re-estimation of amounts to be ultimately paid on delinquencies continuing from the end of the prior year. This re-estimation of the claim rate and claim severity is the result of our review of current trends in the delinquency inventory, such as percentages of delinquencies that have resulted in a claim, the amount of the claims relative to the average loan exposure, changes in the relative level of delinquencies by geography and changes in average loan exposure.

Losses incurred on delinquencies that occurred in the current year increased for the **three six** months ended **March 31, 2024** **June 30, 2024**, compared to the same period last year. The increase is primarily due to an increase in estimated severity on current year delinquencies and an increase in new delinquencies reported.

For the **three six** months ended **March 31, 2024** **June 30, 2024** and **March 31, 2023** **June 30, 2023** we experienced favorable loss development of **\$48.9** **\$116.3** million and **\$40.8** **\$100.7** million, respectively, on previously received delinquencies. The favorable development for both periods primarily resulted from a decrease in the expected claim rate on previously received delinquencies. Home price appreciation experienced in recent years has allowed some borrowers to cure their delinquencies through the sale of their property.

The "Losses paid" section of table 11.1 below shows the amount of losses paid on delinquencies that occurred in the current year and losses paid on delinquencies that occurred in prior years.

Table 11.1 provides a reconciliation of beginning and ending loss reserves as of and for the **three** **six** months ended **March 31, 2024** **June 30, 2024** and 2023.

Development of reserves for losses and loss adjustment expenses

Table		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,		Six Months Ended June 30,		Six Months Ended June 30,		Six Months Ended June 30,	
(In thousands)	(In thousands)	2024	2023	(In thousands)	2024	2023	(In thousands)	2024	2023				
Reserve at beginning of period													
Less reinsurance recoverable													
Net reserve at beginning of period													
Losses incurred:													
Losses incurred:													
Losses incurred:													
Losses incurred:													
Losses incurred:													
Losses incurred:													
Losses and LAE incurred in respect of delinquency notices received in:													
Losses and LAE incurred in respect of delinquency notices received in:													
Losses and LAE incurred in respect of delinquency notices received in:													
Current year													
Current year													
Current year													
Prior years ⁽¹⁾													
Total losses incurred													
Losses paid:													
Losses paid:													
Losses paid:													
Losses paid:													
Losses paid:													
Losses paid:													
Losses and LAE paid in respect of delinquency notices received in:													
Losses and LAE paid in respect of delinquency notices received in:													
Losses and LAE paid in respect of delinquency notices received in:													
Current year													
Current year													
Current year													
Prior years													
Total losses paid													
Total losses paid													

Total losses paid
Net reserve at end of period
Plus reinsurance recoverable
Reserve at end of period

(1) A positive number for prior year loss reserve development indicates a deficiency of prior year reserves. A negative number for prior year loss reserve development indicates a redundancy of prior year loss reserves. See the following table for more information about prior year loss reserve development.

The prior year loss reserve development for the **three six** months ended **March 31, 2024** **June 30, 2024** and 2023 is shown in table 11.2 below.

Reserve development on previously received delinquencies

Table		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	

Restricted stock unit grants

Table									
	Three months ended								
	March 31,								
	Three months ended								
	March 31,								
	Three months ended								
	March 31,								
	Six months ended								
	June 30,								
	Six months ended								
	June 30,								
	Six months ended								
	June 30,								
		2024	2024		2023	2024		2023	
RSUs Granted (in thousands)		RSUs Granted (in thousands)	Weighted Average Share Fair Value	RSUs Granted (in thousands)	Weighted Average Share Fair Value	RSUs Granted (in thousands)	Weighted Average Share Fair Value	RSUs Granted (in thousands)	Weighted Average Share Fair Value
RSUs subject to performance conditions									
RSUs subject only to service conditions									
Non-employee director RSUs									

(1) Shares granted are subject to performance conditions under which the target number of shares granted may vest from 0% to 200%.

Note 14. Statutory Information

Statutory Capital Requirements

The insurance laws of 16 jurisdictions, including Wisconsin, our domiciliary state, require a mortgage insurer to maintain a minimum amount of statutory capital relative to the RIF (or a similar measure) in order for the mortgage insurer to continue to write new business. We refer to these requirements as the "State Capital Requirements" and, together with the GSE Financial Requirements, as the "Financial Requirements." While they vary among jurisdictions, the most common State Capital Requirements allow for a maximum risk-to-capital ratio of 25 to 1. A risk-to-capital ratio will increase if (i) the percentage decrease in capital exceeds the percentage decrease in insured risk, or (ii) the percentage increase in capital is less than the percentage increase in insured risk. Wisconsin does not regulate capital by using a risk-to-capital measure but instead requires a minimum policyholder position ("MPP"). MGIC's "policyholder position" includes its net worth or surplus, and its contingency loss reserve.

At March 31, 2024 June 30, 2024, MGIC's risk-to-capital ratio was 9.8 10.0 to 1, below the maximum allowed by the jurisdictions with State Capital Requirements, and its policyholder position was \$3.8 billion \$3.6 billion above the required MPP of \$2.2 billion. The calculation of our risk-to-capital ratio and MPP reflect credit for the risk ceded under our reinsurance transactions. If MGIC is not allowed an agreed level of credit under either the State Capital Requirements or the financial requirements of the PMIERS, MGIC may terminate the reinsurance agreements without penalty.

The NAIC established a Mortgage Guaranty Insurance Working Group to determine and make recommendations to the NAIC's Financial Condition Committee as to what, if any, changes to make to the solvency and other regulations relating to mortgage guaranty insurers. A draft of a revised Mortgage Guaranty Insurance Model Act was adopted by the Financial Condition Committee in July 2023 and by the Executive Committee and Plenary NAIC in August 2023. The revised Model Act includes requirements relating to, among other things: (i) capital and minimum capital requirements, and contingency reserves; (ii) restrictions on mortgage insurers' investments in notes secured by mortgages; (iii) prudent underwriting standards and formal underwriting guidelines; (iv) the establishment of formal, internal "Mortgage Guaranty Quality Control Programs" with respect to in-force business; and (v) reinsurance and prohibitions on captive reinsurance arrangements. It is uncertain when the revised Model Act will be adopted in any jurisdiction. It is unknown whether any changes will be made by state legislatures prior to adoption, and the effect changes, if any, will have on the mortgage guaranty insurance market generally, or on our business.

Dividend restrictions

MGIC is subject to statutory regulations as to payment of dividends. The maximum amount of dividends that MGIC may pay in any twelve-month period without regulatory approval by the OCI is the lesser of adjusted statutory net income or 10% of statutory policyholders' surplus as of the preceding calendar year end. Adjusted statutory net income is defined for this purpose to be the greater of statutory net income, net of realized investment gains, for the calendar year preceding the date of the dividend or statutory net income, net of realized investment gains, for the three

calendar years preceding the date of the dividend less dividends paid within the first two of the preceding three calendar years. The maximum dividend that could be paid, without regulatory approval, is reduced by dividends paid in the twelve months preceding the dividend payment date. Before making any dividend payments, we notify the OCI to ensure it does not object. In April 2024, MGIC paid a \$350 million dividend to the holding company.

Statutory Financial Information

The OCI recognizes only statutory accounting principles prescribed, or practices permitted by the State of Wisconsin for determining and reporting the financial condition and results of operations of an insurance company. The OCI has adopted certain prescribed accounting practices that differ from those found in other states. Specifically, Wisconsin domiciled companies record changes in the contingency loss reserves through their income statement as a change in underwriting deduction. As a result, in periods in which MGIC is increasing contingency loss reserves, statutory net income is reduced.

The statutory net income, policyholders' surplus, and contingency loss reserves of our insurance subsidiaries, including MGIC, are shown in table 14.1.

Financial information of our insurance subsidiaries (including MGIC)

Table 14.1

		As of and for the Three Months Ended March 31,		As of and for the Three Months Ended March 31,		As of and for the Three Months Ended March 31,		As of and for the Six Months Ended June 30,		As of and for the Six Months Ended June 30,		As of and for the Six Months Ended June 30,	
(In thousands)	(In thousands)	2024		2023		(In thousands)		2024		2023		2024	
Statutory net income													
Statutory policyholders' surplus													
Contingency loss reserves													

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Introduction

The following is management's discussion and analysis of the financial condition and results of operations of MGIC Investment Corporation for the firstsecond quarter of 2024. As used below, "we" and "our" refer to MGIC Investment Corporation's consolidated operations. This form 10-Q should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2023. See the "Glossary of terms and acronyms" for definitions and descriptions of terms used throughout this MD&A. Our revenues and losses could be affected by the Risk Factors referred to under "Forward Looking Statements and Risk Factors" below, and they are an integral part of the MD&A.

Forward Looking and Other Statements

As discussed under "Forward Looking Statements and Risk Factors" below, actual results may differ materially from the results contemplated by forward looking statements. These forward looking statements speak only as of the date of this filing and are subject to change without notice. We are not undertaking any obligation to update any forward looking statements or other statements we may make in the following discussion or elsewhere in this document even though these statements may be affected by events or circumstances occurring after the forward looking statements or other statements were made. Therefore, no reader of this document should rely on these statements being current as of any time other than the time at which this document was filed with the Securities and Exchange Commission.

Overview

Summary financial results of MGIC Investment Corporation

Summary financial results of MGIC Investment Corporation

Summary financial results of MGIC Investment Corporation

Three Months Ended March 31,

		Three Months Ended June 30,					
		Three Months Ended March 31,					
		Three Months Ended June 30,					
		Three Months Ended March 31,					
		Three Months Ended June 30,		Six Months Ended June 30,			
(In thousands, except per share data, unaudited)	(In thousands, except per share data, unaudited)	2024	2023	% Change	2024	2023	% Change
(In thousands, except per share data, unaudited)							
(In thousands, except per share data, unaudited)							
Selected statement of operations data							
Selected statement of operations data							
Selected statement of operations data							
Net premiums earned							
Net premiums earned							
Net premiums earned							
Investment income, net of expenses							
Investment income, net of expenses							
Investment income, net of expenses							
Losses incurred, net							
Losses incurred, net							
Losses incurred, net							
Other underwriting and operating expenses, net							
Other underwriting and operating expenses, net							
Other underwriting and operating expenses, net							
Income before tax							
Income before tax							
Income before tax							
Provision for income taxes							
Provision for income taxes							
Provision for income taxes							
Net income ⁽¹⁾							
Net income ⁽¹⁾							
Net income ⁽¹⁾							
Diluted income per share							
Diluted income per share							
Diluted income per share							
Non-GAAP Financial Measures ⁽²⁾							
Non-GAAP Financial Measures ⁽²⁾							
Non-GAAP Financial Measures ⁽²⁾							
Non-GAAP Financial Measures ⁽²⁾							
Non-GAAP Financial Measures ⁽²⁾							
Non-GAAP Financial Measures ⁽²⁾							
Adjusted pre-tax operating income							
Adjusted pre-tax operating income							
Adjusted pre-tax operating income							
Adjusted net operating income							
Adjusted net operating income							
Adjusted net operating income							

Adjusted net operating income per diluted share
Adjusted net operating income per diluted share
Adjusted net operating income per diluted share

(1) May not foot due to rounding.

(2) See "Explanation and reconciliation of our use of Non-GAAP financial measures."

Summary of first second quarter 2024 results

Comparative quarterly results

We recorded first second quarter 2024 net income of \$174.1 million \$204.2 million, or \$0.64 \$0.77 per diluted share. Net income increased by \$19.6 million \$13.2 million from net income of \$154.5 million \$191.1 million, or \$0.53 \$0.66 per diluted share, in the prior year. The increase is primarily due a decrease in other underwriting and operating expenses, net, and an increase in investment income, net of expenses. This was offset partially by an increase in provision for income taxes. Diluted income per share increased primarily due to an increase in net income and a decrease in the number of diluted weighted shares outstanding.

Adjusted net operating income for the first second quarter 2024 was \$178.4 million (Q1 \$204.9 million (Q2 2023: \$157.8 million \$196.0 million) and adjusted net operating income per diluted share was \$0.65 (Q1 \$0.77 (Q2 2023: \$0.54) \$0.68). The increase in adjusted net operating income primarily reflects an increase in net income. The increase in adjusted net operating income per diluted share primarily reflects an increase in adjusted net operating income and a decrease in the number of diluted weighted shares outstanding.

Net investment income in the three months ended March 31, 2024 June 30, 2024, was \$59.7 million \$61.5 million, compared with \$49.2 million \$52.3 million, in the prior year. The increase in net investment income was due to an increase of 58 52 basis points in the average investment yields.

The increase in our provision for income taxes in the second quarter of 2024 as compared to the same period in the prior year was primarily due to an increase in income before tax.

Comparative year to date results

We recorded net income of \$378.3 million, or \$1.40 per diluted share. Net income increased by \$32.7 million from net income of \$345.6 million, or \$1.19 per diluted share in the prior year. The increase is primarily due to an increase in investment income, net of expenses, and a decrease in other underwriting and operating expenses, net. This was partially offset by an increase in provision for income taxes. Diluted income per share increased primarily due to an increase in net income and a decrease in the number of diluted weighted shares outstanding.

Adjusted net operating income for the six months ended June 30, 2024, was \$383.3 million (2023: \$353.8 million) and adjusted net operating income per diluted share was \$1.42 (2023: \$1.21). The increase in adjusted net operating income primarily reflects an increase in net income. The increase in adjusted net operating income per diluted share primarily reflects an increase in adjusted net operating income and a decrease in the number of diluted weighted average shares outstanding.

Net investment income in the six months ended June 30, 2024, was \$121.2 million, compared with \$101.6 million in the prior year. The increase in net investment income was due to an increase of 55 bps in the average investment yields.

Underwriting and other expenses, net in the first quarter of 2024 six months ended June 30, 2024 were \$59.0 million \$111.7 million, compared with \$70.1 million \$124.1 million for the same period last year. The decrease in underwriting and other expenses, net during the three six months ended March 31, 2024 June 30, 2024 was primarily due to a decrease in pension expenses and a decrease in expenses related to professional and consulting services. Pension expenses were higher for the three six months ended March 31, 2023 June 30, 2023 due to settlement accounting charges.

The increase in our provision for income taxes in the first quarter of 2024 through June 30, 2024, as compared to the same period in the prior year was primarily due to an increase in income before tax.

Capital

MGIC dividend payments to our holding company

The ability of MGIC to pay dividends is restricted by insurance regulation. Amounts in excess of prescribed limits are deemed "extraordinary" and may not be paid if disapproved by the OCI. A dividend is extraordinary when the proposed dividend amount, plus dividends paid in the twelve months preceding the dividend payment date exceed the ordinary dividend level. In 2024, MGIC can pay \$64 million of ordinary dividends without OCI approval, before taking into consideration dividends paid in the preceding twelve months. In the three six months ended March 31, 2024 June 30, 2024, and 2023, we did not make dividends made dividend payments to the holding company. company of \$350 million and \$300 million respectively. Future dividend payments to the holding company will continue to be determined in consultation with the board and after considering any updated estimates about our business. In April 2024, MGIC paid a \$350 million dividend business, subject to our holding company. regulatory approval.

Share repurchase programs

Repurchases may be made from time to time on the open market (including through 10b5-1 plans) or through privately negotiated transactions. In the **three** six months ended **March 31, 2024** **June 30, 2024**, and for the full year of 2023, we repurchased **4.7** **12.3** million and 21.7 million shares of common stock, using approximately **\$93.3** **\$250.3** million and \$340.6 million of holding company resources, respectively. As of **March 31, 2024** **June 30, 2024**, we had **\$170 million** **\$773.4 million** of available authorization remaining to repurchase under our common stock through **July 1, 2025** under a **\$500 million** existing share repurchase programs. Under our April 2023 repurchase program, approved by we have \$23.4 million in remaining authorization through **July 1, 2025**. Under our Board of Directors in April, 2023. As of March 31, 2024, we had approximately 269 million shares of common stock outstanding. In April 2024 our Board of Directors approved repurchase program we may repurchase an additional share repurchase program, authorizing us to repurchase up to \$750 million of common stock prior to December 31, 2026. As of **June 30, 2024**, we had approximately 261 million shares of common stock outstanding.

Dividends to shareholders

In the first **quarter** and **second quarters** of 2024, we paid quarterly cash dividends of \$0.115 per share which totaled **\$31.7 million** **\$63.3 million**. On **April 25, 2023** **July 25, 2024**, the Board of Directors declared a quarterly cash dividend to the holders of the company's common stock of **\$0.115** **\$0.13** per share to shareholders of record on **May 9, 2024** **August 8, 2024**.

GSEs

We must comply with a GSE's PMIERS to be eligible to insure loans delivered to or purchased by that GSE. The PMIERS include financial requirements, as well as business, quality control and certain transaction approval requirements. The PMIERS provide that the GSEs may amend any provision of the PMIERS or impose additional requirements with an effective date specified by the GSEs. If MGIC ceases to be eligible to insure loans purchased by one or both of the GSEs, it would significantly reduce the volume of our NIW, the substantial majority of which is for loans delivered to or purchased by the GSEs.

The financial requirements of the PMIERS require a mortgage insurer's "Available Assets" (generally only the most liquid assets of an insurer) to equal or exceed its "Minimum Required Assets" (which are based on an insurer's book of risk in force, calculated from tables of factors with several risk dimensions, reduced for credit given for risk ceded under reinsurance transactions, and subject to a floor amount). Based on our interpretation of the PMIERS as of **March 31, 2024** **June 30, 2024**, MGIC's Available Assets totaled **\$5.9 billion** **\$5.8 billion**, or **\$2.5 billion** **\$2.4 billion** in excess of its Minimum Required Assets.

The PMIERS generally require us to hold significantly more Minimum Required Assets for delinquent loans than for performing loans and the Minimum Required Assets required to be held increases as the number of payments missed on a delinquent loan increases.

Our reinsurance transactions enable us to earn higher returns on our Minimum Required Assets than **we would without them because they generally reduce the Minimum Required Assets** we must hold under PMIERS. However, reinsurance may not always be available to us, or available only on terms, or costs, that we find unacceptable.

The calculated credit for XOL Transactions under PMIERS is generally based on the PMIERS requirement of the covered loans and the attachment and detachment point of the coverage. PMIERS credit is generally not given for the reinsured risk above the PMIERS requirement. Our existing reinsurance transactions are subject to periodic review by the GSEs and there is a risk we will not receive our current level of credit in future periods for the risk ceded under them. In addition, we may not receive the same level of credit under future transactions that we receive under existing transactions. If MGIC is not allowed certain levels of credit under the PMIERS, under certain circumstances, MGIC may terminate the reinsurance transactions without penalties.

For additional information about our reinsurance transactions, see our Risk Factor titled "Reinsurance may be unavailable at current levels and prices, and/or the GSEs may reduce the amount of capital credit we receive for our reinsurance transactions."

GSE reform

The FHFA has been the conservator of the GSEs since 2008 and has the authority to control and direct their operations. Given that the Director of the FHFA is removable by the President at will, the agency's agenda, policies, and actions are influenced by then-current administration. The increased role that the federal government has assumed in the residential housing finance system through the GSE conservatorships may increase the likelihood that the business practices of the GSEs change, including through administration changes and actions. Such changes could have a material adverse effect on us.

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It is uncertain what role the GSEs, FHA and private capital, including private mortgage insurance, will play in the residential housing finance system in the future. The timing and impact on our business of any resulting changes is uncertain. Many of the proposed changes would require Congressional action to implement and it is difficult to estimate when Congressional action would be final and how long any associated phase-in period may last.

For additional information about the business practices of the GSEs, see our Risk Factor titled "Changes in the business practices of Fannie Mae and Freddie Mac (*"the GSEs"*), federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses."

State Regulations

The insurance laws of 16 jurisdictions, including Wisconsin, our domiciliary state, require a mortgage insurer to maintain a minimum amount of statutory capital relative to its RIF (or a similar measure) in order for the mortgage insurer to continue to write new business. We refer to these requirements as the "State Capital Requirements." While they vary among jurisdictions, the most common State Capital Requirements allow for a maximum risk-to-capital ratio of 25 to 1. A risk-to-capital ratio will increase if (i) the percentage

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decrease in capital exceeds the percentage decrease in insured risk, or (ii) the percentage increase in capital is less than the percentage increase in insured risk. Wisconsin does not regulate capital by using a risk-to-capital measure but instead requires a MPP. MGIC's "policyholder position" includes its net worth or surplus and its contingency reserve.

At March 31, 2024 June 30, 2024, MGIC's risk-to-capital ratio was 9.810.0 to 1, below the maximum allowed by the jurisdictions with State Capital Requirements, and its policyholder position was \$3.8 billion \$3.6 billion above the required MPP of \$2.2 billion. The calculation of our risk-to-capital ratio and MPP reflect full credit for the risk ceded under our reinsurance transactions. It is possible that under the revised State Capital Requirements discussed below, MGIC will not be allowed full credit for the risk ceded under such transactions. If MGIC is not allowed an agreed level of credit under either the State Capital Requirements or the PMIERS, MGIC may terminate the reinsurance transactions, without penalty.

The NAIC established a Mortgage Guaranty Insurance Working Group to determine and make recommendations to the NAIC's Financial Condition Committee as to what, if any, changes to make to the solvency and other regulations relating to mortgage guaranty insurers. A draft of a revised Mortgage Guaranty Insurance Model Act was adopted by the Financial Condition Committee in July 2023 and by the Executive Committee and Plenary NAIC in August 2023. The revised Model Act includes requirements relating to, among other things: (i) capital and minimum capital requirements, and contingency reserves; (ii) restrictions on mortgage insurers' investments in notes secured by mortgages; (iii) prudent underwriting standards and formal underwriting guidelines; (iv) the establishment of formal, internal "Mortgage Guaranty Quality Control Programs" with respect to in-force business; and (v) reinsurance and prohibitions on captive reinsurance arrangements. It is uncertain when the revised Model Act will be adopted in any jurisdiction. The provisions of the Model Act, if adopted in their final form, are not expected to have a material adverse effect on our business. It is unknown whether any changes will be made by state legislatures prior to adoption, and the effect changes, if any, will have on the mortgage guaranty insurance market generally, or on our business. Wisconsin, where MGIC is domiciled, has begun the process to replace current MI regulations with the Model Act, though it is expected that some changes will be made before final adoption.

At this time, we expect MGIC to continue to comply with the current State Capital Requirements; however, refer to our risk factor titled "State capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis" for more information about matters that could negatively impact our compliance with State Capital Requirements.

Factors affecting our results

Our current and future business, results of operations and financial condition are impacted by macroeconomic conditions, such as rising interest rates, home prices, housing demand, level of employment, inflation, pandemics, restrictions and costs on mortgage credit, and other factors. For additional information on how our business may be impacted see our Risk Factor titled "Downturns in the domestic economy or declines in home prices may result in more homeowners defaulting and our losses increasing, with a corresponding decrease in our returns."

The future effects of climate change on our business are uncertain. For information about possible effects, please refer to our Risk Factor titled "Pandemics, hurricanes and other disasters may impact our incurred losses, the amount and timing of paid claims, our inventory of notices of default and our Minimum Required Assets under PMIERS."

Our results of operations are affected by:

Premiums written and earned

Premiums written and earned in a year are influenced by:

- NIW, which increases IIF. Many factors affect NIW, including the volume of low down payment home mortgage originations and competition to provide credit enhancement on those mortgages from the FHA, the VA, other mortgage insurers, and other alternatives to mortgage insurance, including GSE programs that may reduce or eliminate the demand for mortgage insurance. NIW does not include loans previously insured by us that are modified, such as loans modified under HARP.
- Cancellations, which reduce IIF. Cancellations due to refinancings are affected by the level of current mortgage interest rates compared to the mortgage coupon rates throughout the in force book, current home values compared to values when the loans in

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the in force book were insured and the terms on which mortgage credit is available. Home price appreciation can give homeowners the right to cancel mortgage insurance on their loans if sufficient home equity is achieved. Cancellations also result from policy rescissions, which require us to return any premiums received on the rescinded policies and claim payments, which require us to return any premium received on the related policies from the date of default on the insured loans. Cancellations of single premium policies, which are generally non-refundable, result in immediate recognition of any remaining unearned premium.

- Premium rates, which are affected by product type, competitive pressures, the risk characteristics of the insured loans, the percentage of coverage on the insured loans, and PMIERS capital requirements. The substantial majority of our monthly and annual mortgage insurance premiums are under premium plans for which, for the first ten years of the policy, the amount of premium is determined by multiplying the initial premium rate by the original loan balance; thereafter, the premium rate resets to a lower rate used for the remaining life of the policy. The remainder of our monthly and annual premiums are under premium plans for which premiums are determined by a fixed percentage of the loan's amortizing balance over the life of the policy.
- Premiums ceded, net of profit commission, under our QSR Transactions and premiums ceded under our XOL Transactions are primarily affected by the percentage of our IIF subject to our reinsurance transactions. The profit commission under our QSR Transactions also varies inversely with the level of ceded losses incurred on a "dollar for dollar" basis and can be eliminated at ceded loss levels higher than what we have experienced on our QSR Transactions. As a result, lower levels of losses incurred result in a higher profit commission and less benefit from ceded losses incurred; higher levels of losses incurred result in more benefit

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from ceded losses incurred and a lower profit commission (or for certain levels of accident year loss ratios, its elimination). (See [Note 4 - "Reinsurance"](#) to our consolidated financial statements for a discussion of our reinsurance transactions.)

Premiums earned are generated by the insurance that is in force during all or a portion of the period. A change in the average IIF in the current period compared to an earlier period is a factor that will increase (when the average in force is higher) or reduce (when it is lower) premiums written and earned in the current period, although this effect may be enhanced (or mitigated) by the factors discussed above.

Investment income

Our investment portfolio is composed principally of investment grade fixed income securities. The principal factors that influence investment income are the size of the portfolio and its yield. As measured by amortized cost (which excludes changes in fair value, such as from changes in interest rates), the size of the investment portfolio is mainly a function of cash generated from (or used in) operations, such as net premiums written, investment income, net claim payments and expenses, and cash provided by (or used for) non-operating activities, such as debt or stock issuances or repurchases, and dividends.

Losses incurred

Losses incurred are the current expense that reflects claim payments, costs of settling claims, and changes in our estimates of payments that will ultimately be made as a result of delinquencies on insured loans. As explained under "Critical Accounting Estimates" in our 2023 10-K MD&A, except in the case of a premium deficiency reserve, we recognize an estimate of this expense only for delinquent loans. The level of new delinquencies has historically followed a seasonal pattern, with new delinquencies in the first part of the year lower than new delinquencies in the latter part of the year. The state of the economy, local housing markets and various other factors, including pandemics, may result in delinquencies not following the typical pattern. Losses incurred are generally affected by:

- The state of the economy, including unemployment and housing values, each of which affects the likelihood that loans will become delinquent and whether loans that are delinquent cure their delinquency.
- The product mix of the in force book, with loans having higher risk characteristics generally resulting in higher delinquencies and claims.
- The size of loans insured, with higher average loan amounts on delinquent loans tending to increase incurred losses.
- The percentage of coverage on insured loans, with deeper average coverage on delinquent loans tending to increase incurred losses.
- The rate at which we rescind policies or curtail claims. Our estimated loss reserves incorporate our estimates of future rescissions of policies and curtailments of claims, and reversals of rescissions and curtailments. We collectively refer to such rescissions and denials as "rescissions" and variations of this term. We call reductions to claims "curtailments."
- The distribution of claims over the life of a book. Historically, the first few years after loans are originated are a period of relatively low claims, with claims increasing substantially for several years subsequent and then declining, although annual persistency, the condition of the economy, including unemployment and housing prices, and other factors can affect this pattern. For example, a weak economy or housing value declines can lead to claims from older books increasing, continuing at stable levels or experiencing a lower rate of decline. See further information under "Mortgage insurance earnings and cash flow cycle" below.
- Losses ceded under reinsurance transactions. See [Note 4 - "Reinsurance"](#) to our consolidated financial statements for a discussion of our reinsurance transactions.
- The rate at which we rescind policies or curtail claims. Our estimated loss reserves incorporate our estimates of future rescissions of policies and curtailments of claims, and reversals of rescissions and curtailments. We collectively refer to such rescissions and denials as "rescissions" and variations of this term. We call reductions to claims "curtailments."

Underwriting and other expenses

Underwriting and other expenses includes items such as employee compensation, fees for professional and consulting services, depreciation and maintenance expense, and premium taxes, and are reported net of ceding commissions associated with our QSR Transactions. Employee compensation expenses are variable due to share-based compensation, changes in benefits, and changes in

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headcount (which can fluctuate due to volume of NIW). See [Note 4 - "Reinsurance"](#) to our consolidated financial statements for a discussion of ceding commission on our QSR Transactions.

Interest expense

Interest expense reflects the interest associated with our consolidated outstanding debt obligations discussed in [Note 3 - "Debt"](#) to our consolidated financial statements and under "Liquidity and Capital Resources" below.

Other

Certain activities that we do not consider being part of our fundamental operating activities may also impact our results of operations and are described below.

Gains (losses) on investments and other financial instruments

- Fixed income securities. Investment gains and losses reflect the difference between the amount received on the sale of a fixed income security and the fixed income security's cost basis, as well as any credit allowances and any impairments on securities we intend to sell prior to recovery of its amortized cost basis. The amount received on the sale of fixed income securities is affected by the coupon rate of the security compared to the yield of comparable securities at the time of sale.

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- Equity securities. Investment gains and losses are accounted for as a function of reflect the periodic change in fair value value.
- Financial instruments. Investment gains and losses on the embedded derivative on our Home Re Transactions reflect the present value impact of the variation in investment income on assets on the insurance-linked notes held by the reinsurance trusts and the contractual reference rate used to calculate the reinsurance premiums we estimate we will pay over the estimated remaining life.

Gains and losses on debt extinguishment

Gains and losses on debt extinguishment result from discretionary activities that are undertaken to enhance our capital position, and/or improve our debt profile. Extinguishing our outstanding debt obligations early through these discretionary activities may result in gains or losses primarily driven by differences in the payment of consideration from the carrying value, and the write off of unamortized debt issuance costs on the extinguished portion of the debt.

Refer to "Explanation and reconciliation of our use of Non-GAAP financial measures" below to understand how these items impact our evaluation of our core financial performance.

Mortgage insurance earnings and cash flow cycle

In general, the majority of any underwriting profit that a book generates occurs in the early years of the book, with the largest portion of any underwriting profit realized in the first year following the year the book was written. Subsequent years of a book may result in either underwriting profit or underwriting losses. This pattern of results typically occurs because relatively few of the incurred losses on delinquencies that a book will ultimately experience typically occur in the first few years of the book, when premium revenue is highest, while subsequent years are affected by declining premium revenues, as the number of insured loans decreases (primarily due to loan prepayments) and increasing losses. The typical pattern is also a function of premium rates generally resetting to lower levels after ten years. The state of the economy, local housing markets and various other factors may result in delinquencies not following the typical pattern.

Cybersecurity

As part of our business, we maintain large amounts of confidential and proprietary information both on our own servers and those of cloud computing services. This includes personal information of consumers and our employees. Personal information is subject to an increasing number of federal and state laws and regulations regarding privacy and data security, as well as contractual commitments. Any failure or perceived failure by us, or by the vendors with whom we share this information, to comply with such obligations may result in damage to our reputation, financial losses, litigation, increased costs, regulatory penalties or customer dissatisfaction.

All information technology systems are potentially vulnerable to damage or interruption from a variety of sources, including by cyber attacks, such as those involving ransomware. The Company discovers vulnerabilities and regularly blocks a high volume of attempts to gain unauthorized access to its systems. We regularly defend against threats to our data and systems, including malware and computer virus attacks, unauthorized access, system failures and disruptions. Threats have the potential to jeopardize the information processed and stored in, and transmitted through, our computer systems and networks and otherwise cause interruptions or malfunctions in our operations, which could result in damage to our reputation, financial losses, litigation, increased costs, regulatory penalties or customer dissatisfaction. We could be similarly affected by threats against our vendors and/or third-parties with whom we share information.

Globally, attacks are expected to continue accelerating in both frequency and sophistication with increasing use by actors of tools and techniques that may hinder the Company's ability to identify, investigate and recover from incidents. Such attacks may also increase as a result of retaliation by threat actors against actions taken by the U.S. and other countries in connection with wars and other global events. The Company operates under a hybrid workforce model and such model may be more vulnerable to security breaches.

While we have information security policies and systems in place to secure our information technology systems and to prevent unauthorized access to or disclosure of sensitive information, there can be no assurance with respect to our systems and those of our third-party vendors that unauthorized access to the systems or disclosure of the sensitive information, either through the actions of third parties or employees, will not occur. Due to our reliance on information technology systems, including ours and those of our customers and third-party service providers, and to the sensitivity of the information that we maintain, unauthorized access to the

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systems or disclosure of the information could adversely affect our reputation, severely disrupt our operations, result in a loss of business and expose us to material claims for damages and may require that we provide free credit monitoring services to individuals affected by a security breach.

Should we experience an unauthorized disclosure of information or a cyber attack, including those involving ransomware, some of the costs we incur may not be recoverable through insurance, or legal or other processes, and this may have a material adverse effect on our results of operations.

For additional information about our IT systems and cybersecurity, see our risk factor titled "Information technology system failures or interruptions may materially impact our operations and adversely affect our financial results" and "We could be materially adversely affected by a cyber security breach or failure of information security controls."

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Explanation and reconciliation of our use of non-GAAP financial measures

Non-GAAP financial measures

We believe that use of the Non-GAAP financial measures of adjusted pre-tax operating income (loss), adjusted net operating income (loss) and adjusted net operating income (loss) per diluted share facilitate the evaluation of the company's core financial performance thereby providing relevant information to investors. These measures are not recognized in accordance with GAAP and should not be viewed as alternatives to GAAP measures of performance.

Adjusted pre-tax operating income (loss) is defined as GAAP income (loss) before tax, excluding the effects of net realized investment gains (losses), gain and losses on debt extinguishment, and infrequent or unusual non-operating items where applicable.

Adjusted net operating income (loss) is defined as GAAP net income (loss) excluding the after-tax effects of net realized investment gains (losses), gain and losses on debt extinguishment and infrequent or unusual non-operating items where applicable. The amounts of adjustments to components of pre-tax operating income (loss) are tax effected using a federal statutory tax rate of 21%.

Adjusted net operating income (loss) per diluted share is calculated in a manner consistent with the accounting standard regarding earnings per share by dividing (i) adjusted net operating income (loss) after making adjustments for interest expense on convertible debt, whenever the impact is dilutive by (ii) diluted weighted average common shares outstanding, which reflects share dilution from unvested restricted stock units and from convertible debt when dilutive under the "if-converted" method.

Although adjusted pre-tax operating income (loss) and adjusted net operating income (loss) exclude certain items that have occurred in the past and are expected to occur in the future, the excluded items represent items that are: (1) not viewed as part of the operating performance of our primary activities; or (2) impacted by both discretionary and other economic or regulatory factors and are not necessarily indicative of operating trends, or both. These adjustments, along with the reasons for their treatment, are described below. Trends in the profitability of our fundamental operating activities can be more clearly identified without the fluctuations of these adjustments. Other companies may calculate these measures differently. Therefore, their measures may not be comparable to those used by us.

- (1) *Net realized investment gains (losses).* The recognition of net realized investment gains or losses can vary significantly across periods as the timing of individual securities sales is highly discretionary and is influenced by such factors as market opportunities, our tax and capital profile, and overall market cycles.
- (2) *Gains and losses on debt extinguishment.* Gains and losses on debt extinguishment result from discretionary activities that are undertaken to enhance our capital position and/or improve our debt profile.
- (3) *Infrequent or unusual non-operating items.* Items that are non-recurring in nature and are not part of our primary operating activities.

Non-GAAP reconciliations

Reconciliation of Income before tax / Net income to Adjusted pre-tax operating income / Adjusted net operating income

Reconciliation of Income before tax / Net income to Adjusted pre-tax operating income / Adjusted net operating income

Reconciliation of Income before tax / Net income to Adjusted pre-tax operating income / Adjusted net operating income

	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended March 31,
	Three Months Ended June 30,
	Three Months Ended June 30,
	Three Months Ended June 30,
	2024
	2024
	2024

(In thousands, except per share amounts)

(In thousands, except per share amounts)

(In thousands, except per share amounts)

Income before tax / Net income
Income before tax / Net income
Income before tax / Net income

Reconciliation of Net income per diluted share to Adjusted net operating income per diluted share
Reconciliation of Net income per diluted share to Adjusted net operating income per diluted share
Reconciliation of Net income per diluted share to Adjusted net operating income per diluted share
Weighted average diluted shares outstanding
Weighted average diluted shares outstanding
Weighted average diluted shares outstanding
Net income per diluted share
Net income per diluted share
Net income per diluted share
Net realized investment (gains) losses
Net realized investment (gains) losses
Net realized investment (gains) losses
Adjusted net operating income per diluted share
Adjusted net operating income per diluted share
Adjusted net operating income per diluted share
(1) Does not foot due to rounding.
(1) Does not foot due to rounding.
(1) Does not foot due to rounding.

Mortgage Insurance Portfolio

Mortgage originations

Our NIW is affected by the total mortgage originations, the percentage of total mortgage originations using PMI, and our market share within the PMI industry.

The total amount of mortgage originations is generally influenced by the level of home sales, interest rates, the percentage of homes purchased for cash, and the level of refinance activity. PMI market share of total mortgage originations is influenced by the mix of purchase and refinance originations. PMI market share is also impacted by the market share of total originations of the FHA, VA, USDA, and other alternatives to mortgage insurance, including GSE programs that may reduce or eliminate the demand for mortgage insurance.

NIW for the first second quarter of 2024 was \$9.1 \$13.5 billion (Q1 (Q2 2023: \$8.2 billion), \$12.4 billion) and \$22.6 billion for the six months ended June 30, 2024 (YTD June 30, 2023: \$20.6 billion). The increase reflects a higher expected market position in the current year compared with the same period in the prior year. For the remainder of the full year, we expect our 2024 NIW to be slightly higher than 2023.

The percentage of our NIW with DTI ratios over 45% and LTVs over 95% will fluctuate based on the mortgage conditions that could include the percentage of NIW from purchase transactions, changes in home prices, changes in mortgage rates, and GSE activities.

The following tables present characteristics of our primary NIW for the three and six months ended March 31, 2024 June 30, 2024 and 2023.

Primary NIW by FICO score					
(% of primary NIW)	Three Months Ended June 30,		Six Months Ended June 30,		
	2024	2023	2024	2023	
760 and greater	50.1 %	51.0 %	51.4 %		48.5 %
740 - 759	17.7 %	18.3 %	17.4 %		18.6 %
720 - 739	13.7 %	12.7 %	13.5 %		13.5 %
700 - 719	9.2 %	8.8 %	8.9 %		9.4 %
680 - 699	5.2 %	5.0 %	5.0 %		5.4 %
660 - 679	2.7 %	2.9 %	2.5 %		2.9 %
640 - 659	0.9 %	0.8 %	0.8 %		1.2 %
639 and less	0.5 %	0.5 %	0.5 %		0.5 %

Primary NIW by loan-to-value				
(% of primary NIW)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
95.01% and above	13.9 %	11.4 %	14.5 %	11.8 %
90.01% to 95.00%	47.9 %	47.1 %	46.7 %	47.0 %
85.01% to 90.00%	26.7 %	30.4 %	27.6 %	30.0 %
80.01% to 85.00%	11.5 %	11.1 %	11.2 %	11.2 %
Primary NIW by debt-to-income ratio				
(% of primary NIW)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
45.01% and above	29.2 %	23.6 %	28.7 %	23.3 %
38.01% to 45.00%	32.1 %	31.2 %	32.0 %	32.1 %
38.00% and below	38.7 %	45.2 %	39.3 %	44.6 %
Primary NIW by policy payment type				
(% of primary NIW)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Monthly premiums	97.5 %	97.0 %	97.1 %	96.7 %
Single premiums	2.5 %	3.0 %	2.9 %	3.3 %
Annual premiums	0.0 %	0.0 %	0.0 %	0.0 %
Primary NIW by FICO score				
(% of primary NIW)	Three Months Ended March 31,			
	2024	2023		
760 and greater			53.4 %	44.8 %
740 - 759			17.0 %	19.0 %
720 - 739			13.3 %	14.8 %
700 - 719			8.4 %	10.4 %
680 - 699			4.6 %	6.0 %
660 - 679			2.2 %	3.0 %
640 - 659			0.7 %	1.4 %
620 - 639			0.4 %	0.6 %
600 and below				
Primary NIW by debt-to-income ratio				
(% of primary NIW)	Three Months Ended March 31,			
	2024	2023		
45.01% and above	27.9 %	22.7 %		
38.01% to 45.00%	31.8 %	33.8 %		
38.00% and below	40.3 %	43.5 %		
Primary NIW by policy payment type				
(% of primary NIW)	Three Months Ended March 31,		Three Months Ended March 31,	
	2024	2023	2024	2023
Monthly premiums	96.6 %	96.2 %	15.4 %	12.5 %
Single premiums	3.4 %	3.7 %	44.9 %	46.8 %
Annual premiums	— %	0.1 %	29.0 %	29.3 %
			10.7 %	11.4 %
Primary NIW by type of mortgage				
(% of primary NIW)	Three Months Ended March 31,			
	2024	2023		
Purchases	97.6 %	97.7 %		
Refinances	2.4 %	2.3 %		
Primary NIW by type of mortgage				
(% of primary NIW)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023

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Purchases	98.4 %	98.2 %	98.1 %	98.0 %
Refinances	1.6 %	1.8 %	1.9 %	2.0 %

We consider a variety of loan characteristics when assessing the risk of a loan. The following table provides information about loans with one or more of the following characteristics associated with our NIW: LTV ratios greater than 95%, mortgages with borrowers having FICO scores below 680, including those with borrowers having FICO scores of 620-679, and mortgages with borrowers having DTI ratios greater than 45%, each attribute as determined at the time of loan origination.

Primary NIW by number of attributes discussed above

Primary NIW by number of attributes discussed above

Primary NIW by number of attributes discussed above

(% of primary NIW)	Three Months Ended March 31,			
	Three Months Ended June 30,			
(% of primary NIW)	Three Months Ended June 30,			
	Three Months Ended June 30,			
(% of primary NIW)	Three Months Ended June 30,			
	Six Months Ended June 30,			
One				
One				
One				
Two or more				
Two or more				
Two or more				

Insurance and risk in force

The amount of our IIF and RIF is impacted by the amount of NIW and cancellations of primary IIF during the period. Cancellation activity primarily results from loan payoff and refinancing activity, or borrowers achieving the required amount of home equity through loan amortization, principal curtailment and/or home price appreciation. Claim resolutions also impact cancellations but to a much lesser extent. Cancellations generally move inversely to the change in the direction of interest rates, although they generally lag a change in direction.

Annual Persistency

Our annual persistency was 85.7% 85.4% at March 31, 2024 June 30, 2024 compared to 86.1% at December 31, 2023 and 84.5% 85.9% at March 31, 2023 June 30, 2023. Since 2018, our annual persistency ranged from a high of 86.3% at September 30, 2023 to a low of 60.7% at March 31, 2021. Our persistency rate is primarily affected by the level of current mortgage interest rates compared to the mortgage coupon rates on our IIF, which affects the vulnerability of the IIF to refinancing; and the current amount of equity that borrowers have in the homes underlying our IIF.

IIF and RIF

IIF and RIF					
IIF and RIF					
	Three Months Ended March 31,				
	Three Months Ended March 31,				
	Three Months Ended March 31,				
(In billions)					
(In billions)					
	Three Months Ended June 30,				
	Three Months Ended June 30,				
	Three Months Ended June 30,		Six Months Ended June 30,		
(In billions)	(In billions)	2024	2023	2024	2023
NIW					

NIW
NIW
Cancellations
Cancellations
Cancellations
Increase (decrease) in primary IIF
Increase (decrease) in primary IIF
Increase (decrease) in primary IIF
Direct primary IIF as of March 31,
Direct primary IIF as of June 30,
Direct primary IIF as of March 31,
Direct primary IIF as of June 30,
Direct primary IIF as of June 30,
Direct primary IIF as of March 31,
Direct primary RIF as of March 31,
Direct primary RIF as of March 31,
Direct primary RIF as of March 31,
Direct primary IIF as of June 30,
Direct primary IIF as of June 30,
Direct primary IIF as of June 30,
Direct primary RIF as of June 30,

Credit profile of our primary RIF

Our 2009 and later books possess significantly improved risk characteristics when compared to our 2005-2008 books. Modification and refinance programs, such as HAMP and HARP, which expired at the end of 2016 and 2018, respectively, but have been replaced by other GSE modification programs, make outstanding loans more affordable to borrowers with the goal of reducing the number of foreclosures. As of **March 31, 2024** **June 30, 2024**, loans associated with modification programs accounted for **3.5%** **3.4%** of our total RIF, compared to 3.6% at December 31, 2023. Loans associated with **88.1%** **88.3%** of all our modifications were current as of **March 31, 2024** **June 30, 2024**.

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The following table sets forth certain statistics associated with our primary IIF and RIF as of **March 31, 2024** **June 30, 2024**:

Primary insurance in force and risk in force by policy year

(in billions)	(in billions)	Insurance in Force (1)				Risk In Force (1)				Weighted Avg. Interest Rate		Delinquency Rate		Cede Rate % (2)	% of Original Remaining	(in billions)	Insurance in Force (1)				Risk In Force (1)				Weighted Avg. Interest Rate		Delinquency Rate		Cede Rate % (2)	% of Original Remaining
Policy Year																														
2004 and prior																														
2004 and prior																														
2004 and prior		\$1.2	0.4	0.4 %	\$0.3	0.4	0.4 %	7.4	%	12.0	%	—	%		NM	\$ 1.2	0.4	0.4 %	\$0.3	0.4	0.4 %	7.4	%	12.2	%	—	%		NM	
2005-2008	2005-2008	9.4	3.2	3.2 %	2.5	3.3	3.3 %	7.0	%	9.9	%	—	%	3.9	%	2005-2008	9.4	3.2	3.2 %	2.5	3.2	3.2 %	7.0	%	9.5	%	—	%	3.9	%
2009-2019	2009-2019	33.5	11.5	11.5 %	8.9	11.5	11.5 %	4.3	%	3.3	%	—	%	8.6	%	2009-2019	31.2	10.7	10.7 %	8.3	10.7	10.7 %	4.3	%	3.3	%	—	%	8.0	%
2020	2020	47.9	16.5	16.5 %	12.6	16.3	16.3 %	3.2	%	1.1	%	5.1	%	41.9	%	2020	44.5	15.4	15.4 %	11.9	15.3	15.3 %	3.2	%	1.2	%	5.1	%	39.0	%
2021	2021	82.6	28.4	28.4 %	22.0	28.6	28.6 %	3.1	%	1.3	%	29.9	%	70.1	%	2021	78.5	26.9	26.9 %	21.0	27.2	27.2 %	3.1	%	1.4	%	30.1	%	66.6	%
2022	2022	64.9	22.3	22.3 %	17.3	22.5	22.5 %	4.9	%	1.3	%	30.5	%	87.5	%	2022	63.1	21.6	21.6 %	16.8	21.8	21.8 %	4.9	%	1.4	%	30.6	%	85.1	%
2023	2023	43.3	14.9	14.9 %	11.2	14.6	14.6 %	6.6	%	0.4	%	26.5	%	94.1	%	2023	42.3	14.5	14.5 %	11.0	14.2	14.2 %	6.6	%	0.6	%	26.6	%	92.0	%
2024	2024	8.1	2.8	2.8 %	2.1	2.8	2.8 %	6.7	%	0.0	%	30.6	%	99.4	%	2024	21.3	7.3	7.3 %	5.6	7.2	7.2 %	6.8	%	0.1	%	30.4	%	98.5	%

Total

- (1) May not foot due to rounding
- (2) Cede Rate % is calculated as the risk in force ceded to our QSR transactions divided by the total risk in force.

Pool and other insurance

MGIC has written no new pool insurance since 2008; however, for a variety of reasons, including responding to capital market alternatives to PMI and customer demands, MGIC may write pool risk in the future. Our direct pool risk in force was \$236 million \$233 million (\$180 179 million on pool policies with aggregate loss limits and \$56 million \$54 million on pool policies without aggregate loss limits) at March 31, 2024 June 30, 2024 compared to \$256 million (\$186 million on pool policies with aggregate loss limits and \$70 million on pool policies without aggregate loss limits) at December 31, 2023. If claim payments associated with a specific pool reach the aggregate loss limit, the remaining IIF within the pool would be cancelled and any remaining delinquencies under the pool would be removed from our delinquency inventory.

In connection with the GSEs' CRT programs, an insurance subsidiary of MGIC provides insurance and reinsurance covering portions of the credit risk related to certain reference pools of mortgages acquired by the GSEs. Our RIF, as reported to us, related to these programs was approximately \$358 million \$389 million and \$310 million as of March 31, 2024 June 30, 2024 and December 31, 2023, respectively.

Consolidated Results of Operations

The following section of the MD&A provides a comparative discussion of MGIC Investment Corporation's Consolidated Results of Operations for the three and six months ended March 31, 2024 June 30, 2024 and 2023.

Revenues

		Three Months Ended March 31,					
		Three Months Ended March 31,					
		Three Months Ended March 31,					
		Three Months Ended March 31,					
		Three Months Ended March 31,					
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		Three Months Ended March 31,					

REFINITIV 

Premium Refunds

è Premium refunds are primarily driven by claim activity and our estimate of refundable premiums on our delinquency inventory. Lower levels of claims received results in a lower level of premium refunds. Our estimate of refundable premium on our delinquency inventory fluctuates with changes in our delinquency inventory and our estimate of the number of loans in our delinquency inventory that will result in a claim.

Accelerated earnings on single premium policies

è A low level of refinance transactions reduces the benefit from accelerated earned premium from cancellation of single premium policies prior to their estimated policy life.

Ceded premiums earned, net of profit commission and assumed premiums

è Ceded premiums earned, net of profit commission adversely impact our net premium yield. Ceded premiums earned, net of profit commission, are associated with the QSR Transactions and the XOL Transactions. Assumed premiums consists primarily of premiums from GSE CRT programs. See "Reinsurance Transactions" below for further discussion on our reinsurance transactions.

As discussed in our Risk Factor titled "Competition or changes in our relationships with our customers could reduce our revenues, reduce our premium yields and / or increase our losses," the private mortgage insurance industry is highly competitive and premium rates have declined over the past several years. With the smaller origination market, higher persistency rate, and continued high credit quality for NIW expected in 2024, we expect our in force portfolio premium yield to remain relatively flat during 2024 compared to 2023.

Reinsurance Transactions

Quota share reinsurance

Our quota share reinsurance affects various lines of our statements of operations and therefore we believe it should be analyzed by reviewing its total effect on our pre-tax income, described as follows.

- è We cede a fixed percentage of premiums on insurance covered by the agreements.
- è We receive the benefit of a profit commission through a reduction in the premiums we cede. The profit commission varies inversely with the level of losses incurred on a "dollar for dollar" basis and can be eliminated at loss levels higher than what we have experienced. As a result, lower levels of ceded losses incurred result in less benefit from ceded losses incurred and a higher profit commission; higher levels of ceded losses incurred result in more benefit from ceded losses incurred and a lower profit commission (or for certain levels of accident year loss ratios, its elimination).
- è We receive the benefit of a ceding commission through a reduction in underwriting expenses equal to 20% of premiums ceded (before the effect of the profit commission).
- è We cede a fixed percentage of losses incurred on insurance covered by the agreements.

The following table provides information related to our QSR Transactions for each of the three and six months ended and as of March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023.

Quota Share Reinsurance

Quota Share Reinsurance		Three Months Ended March 31,			
Quota Share Reinsurance		Three Months Ended March 31,			
		Three Months Ended March 31,			
(Dollars in thousands)					
(Dollars in thousands)					
		Three Months Ended June 30,		Six Months Ended June 30,	
		Three Months Ended June 30,		Three Months Ended June 30,	
		Three Months Ended June 30,		Three Months Ended June 30,	
(Dollars in thousands)		(Dollars in thousands)		2024	
				2023	
				2024	
				2023	
Ceded premiums written and earned, net of profit commission					
Ceded premiums written and earned, net of profit commission					
Ceded premiums written and earned, net of profit commission					

% of direct premiums written	% of direct premiums written	10	%	10	%	10	%	10	%
% of direct premiums written									
% of direct premiums written									
% of direct premiums earned									
% of direct premiums earned									
% of direct premiums earned	% of direct premiums earned	9	%	10	%	10	%	10	%
Profit commission									
Profit commission									
Profit commission									
Ceding commissions									
Ceding commissions									
Ceding commissions									
Ceded losses incurred									
Ceded losses incurred									
Ceded losses incurred									
	As of March 31,								
	As of March 31,								
	As of March 31,								

As of June 30,

Mortgage insurance portfolio:	Mortgage insurance portfolio:	2024	2023	Mortgage insurance portfolio:	2024	2023
Ceded RIF (Dollars in millions)						
2020 QSR						
2020 QSR						
2020 QSR						
2021 QSR						
2022 QSR						
2023 QSR						
2024 QSR						
Credit Union QSR						
Total ceded RIF						

The decrease in profit commission was primarily driven by a decrease in the percentage of our IIF covered by the QSR Transactions as discussed below and an increase in ceded losses incurred. Ceded losses incurred are impacted by the delinquencies covered by our QSR Transactions, our estimates of payments that will be ultimately made on those delinquencies, and claim payments covered by our QSR Transactions.

We terminated our 2020 QSR Transaction effective December 31, 2023.

Covered risk

The percentages of our NIW, new risk written, IIF, and RIF subject to our QSR Transactions as shown in the following table will vary from period to period in part due to the mix of our risk written during the period and the number of active QSR Transactions.

Quota Share Reinsurance

Quota Share Reinsurance

Home Re
2021-2
Home Re
2021-1
Home Re
2019-1
Home Re
2018-1
Home Re
2019-1
Home Re
2021-1
Home Re
2021-2
Home Re
2022-1
Home Re
2023-1
2022
Traditional
XOL
2023
Traditional
XOL

- (1) The percentage represents the cumulative losses as a percentage of adjusted risk in force that MGIC retains prior to the XOL taking losses.
- (2) The percentage represents the cumulative losses as a percentage of adjusted risk in force that must be reached before MGIC begins absorbing losses after the XOL layer.

In January 2024, we exercised our optional call feature to terminate the reinsurance agreement with Home Re 2020-1, Ltd. In connection with the termination, the insurance linked notes issued by Home Re 2020-1 Ltd. were redeemed in full.

Ceded premiums on our XOL Transactions were \$16.1 million \$16.6 million and \$32.7 million, respectively, for the three and six months ended March 31, 2024 June 30, 2024, and \$16.9 million \$17.4 million and \$34.4 million, respectively, for the three and six months ended March 31, 2023 June 30, 2023.

See [Note 4 - "Reinsurance"](#) to our consolidated financial statements for additional discussion of our QSR and XOL Transactions.

Investment income

Comparative quarterly and year to date results

Net investment income in the three months ended March 31, 2024 June 30, 2024 and 2023 was \$59.7 million \$61.5 million and \$52.3 million, compared with \$49.2 million in respectively. Net investment income for the three six months ended March 31, 2023 June 30, 2024 and 2023, was \$121.2 million and \$101.6 million, respectively. The increase in net investment income was primarily due to an increase of approximately 58 52 and 55 basis points in the average investment yields. yields three and six months ended June 30, 2024, respectively.

Losses and expenses

		Three Months Ended March 31,														
		Three Months Ended March 31,														
		Three Months Ended March 31,														
(In thousands)																
(In thousands)																
					Three Months Ended June 30,			Six Months Ended June 30,								
(In thousands)	(In thousands)	2024		2023		% Change		2024		2023		% Change				
Losses incurred, net																
Losses incurred, net																

Losses incurred, net
Amortization of deferred policy acquisition costs
Amortization of deferred policy acquisition costs
Amortization of deferred policy acquisition costs
Other underwriting and operating expenses, net
Other underwriting and operating expenses, net
Other underwriting and operating expenses, net
Interest expense
Interest expense
Interest expense
Total losses and expenses
Total losses and expenses
Total losses and expenses

Losses incurred, net

As discussed in "Critical Accounting Estimates" in our 2023 10-K MD&A, we establish case loss reserves for future claims on delinquent loans that were reported to us as two payments past due and have not become current or resulted in a claim payment. Such loans are referred to as being in our delinquency inventory. Case loss reserves are established based on estimating the number of loans in our delinquency inventory that will result in a claim payment, which is referred to as the claim rate, and further estimating the amount of the claim payment, which is referred to as claim severity.

IBNR reserves are established for estimated losses from delinquencies we estimate have occurred prior to the close of an accounting period but have not yet been reported to us. IBNR reserves are also established using estimated claim rates and claim severities.

Estimation of losses is inherently judgmental. Even in a stable environment, changes to our estimates could result in a material impact to our consolidated results of operations and financial position. The conditions that affect the claim rate and claim severity include the current and future state of the domestic economy, including unemployment and the current and future strength of local housing markets; exposure on insured loans; the amount of time between delinquency and claim filing (all else being equal, the longer the period between delinquency and claim filing, the greater the severity); and curtailments and rescissions. The actual amount of the claim payments may be substantially different than our loss reserve estimates. Our estimates could be adversely affected by several factors, including a deterioration of regional or national economic conditions, including unemployment, leading to a reduction in borrowers' income and thus their ability to make mortgage payments, the impact of past and future government initiatives and actions taken by the GSEs (including mortgage forbearance programs and foreclosure moratoriums), and a drop in housing values which may affect borrower willingness to continue to make mortgage payments when the value of the home is below the mortgage balance. Loss reserves in future periods will also be dependent on the number of loans reported to us as delinquent.

With the exception of the COVID-19 pandemic and the subsequent governmental response that temporarily disrupted seasonality, losses follow a seasonal trend in which the first quarter of the year has stronger credit performance than the following three quarters, with higher cure rates and lower new notice activity. The state of the economy, local housing markets and various other factors may result in delinquencies not following the typical pattern.

For information on how pandemics and natural disasters could affect losses incurred, net see our Risk Factors titled "Pandemics, hurricanes and other disasters may impact our incurred losses, the amount and timing of paid claims, our inventory of notices of default and our Minimum Required Assets under PMIERS". As discussed in our Risk Factor titled "Because we establish loss reserves only upon a loan delinquency rather than based on estimates of our ultimate losses on risk in force, losses may have a disproportionate adverse effect on our earnings in certain periods" if we have not received a notice of delinquency with respect to a loan and if we have not estimated the loan to be delinquent as of March 31, 2024 June 30, 2024 through our IBNR reserve, then we have not yet recorded an incurred loss with respect to that loan.

Our estimates are also affected by any agreements we enter into regarding our claims paying practices.

Comparative quarterly results

Losses incurred, net for the first second quarter of 2024 were \$4.6 million, \$(18.3) million, a decrease of \$1.9 million \$0.6 million compared to the first second quarter of 2023 losses incurred, net of \$6.4 million, \$(17.7) million. While new delinquency notices added approximately \$53.4 million \$49.1 million for the three months ended March 31, 2024 June 30, 2024, our re-estimation of loss reserves on previously received delinquency notices resulted in favorable development of approximately \$48.9 million, \$(67.4) million. For the three months ended March 31, 2023 June 30, 2023, new delinquency notices added approximately \$47.2 million \$42.3 million, offset by our re-estimation of loss reserves on previously received delinquency notices resulting in favorable development of approximately \$40.8 million \$(59.9) million. The favorable development for both periods primarily resulted from a decrease in the expected claim rate

on previously received delinquencies. Home price appreciation experienced in recent years has allowed some borrowers to cure their delinquencies through the sale of their property.

Comparative year to date results

Losses incurred, net for the six months ended June 30, 2024, were \$(13.7) million a decrease of \$2.5 million compared to the prior year losses incurred, net of \$(11.2) million. While new delinquency notices added approximately \$102.6 million for the six months ended June 30, 2024, our re-estimation of loss reserves on previously received delinquency notices resulted in

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		2024		2024		2023	2024	2023
Delinquency inventory rollforward								
Delinquency inventory rollforward								
	Three Months Ended March 31,							
	Three Months Ended March 31,							
	Three Months Ended March 31,							
	2024							
	2024							
	Three Months Ended June 30,							
	Three Months Ended June 30,							
	Three Months Ended June 30,			Six Months Ended June 30,				
	2024			2024		2023	2024	2023
Delinquency inventory at beginning of period								
Delinquency inventory at beginning of period								
Delinquency inventory at beginning of period								
New notices								

New notices																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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New notice claim rate

The table below presents our new delinquency notices received, delinquency inventory, and the average number of missed payments for the loans in our delinquency inventory by policy year:

New notices and delinquency inventory during the three months ended and as of:

New notices and delinquency inventory during the three months ended and as of:

New notices and delinquency inventory during the three months ended and as of:

March 31, 2024

New notices and delinquency inventory during the three and six months ended and as of:

New notices and delinquency inventory during the three and six months ended and as of:

New notices and delinquency inventory during the three and six months ended and as of:

June 30, 2024

Policy Year	Policy Year	New Delinquency Notices Received in the Three Months Ended	Delinquency Inventory	Avg. Number of Missed Payments of Delinquency Inventory	Policy Year	New Delinquency Notices Received in the Three Months Ended	New Delinquency Notices Received in the Six Months Ended	Delinquency Inventory	Avg. Number of Missed Payments of Delinquency Inventory
2004 and prior	2004 and prior	750	1,888	1,888	18	18 2004 and prior	759	1,509	1,850
2005-2008	2005-2008	2,484	6,377	6,377	17	17 2005-2008	2,347	4,831	5,950
2009-2015	2009-2015	529	1,245	1,245	11	11 2009-2015	458	987	1,096
2016	2016	426	846	846	9	9 2016	357	783	759
2017	2017	621	1,220	1,220	9	9 2017	584	1,205	1,166
2018	2018	757	1,591	1,591	8	8 2018	667	1,424	1,472
2019	2019	799	1,459	1,459	7	7 2019	663	1,462	1,356
2020	2020	1,308	2,242	2,242	6	6 2020	1,177	2,485	2,137
2021	2021	2,405	4,042	4,042	6	6 2021	2,182	4,587	3,906
2022	2022	1,605	2,729	2,729	5	5 2022	1,635	3,240	2,911
2023	2023	493	503	503	3	3 2023	564	1,057	728

2024

Total	Total	12,177	24,142	24,142	11	11	Total	11,444	23,621	23,621	23,370	23,370	10	10
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Claim rate on
new notices

(1)

(1) Claim rate is the respective year to date weighted average rate.

(1) Claim rate is the respective year to date weighted average rate.

(1) Claim rate is the respective year to date weighted average rate.

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March 31, 2023
March 31, 2023
March 31, 2023

June 30, 2023

Policy Year	Policy Year	New Delinquency Notices Received in the Three Months Ended	Delinquency Inventory	Avg. Number of Missed Payments of Delinquency Inventory	Policy Year	New Delinquency Notices Received in the Three Months Ended	New Delinquency Notices Received in the Six Months Ended	Delinquency Inventory	Avg. Number of Missed Payments of Delinquency Inventory
2004 and prior	2004 and prior	843	2,247	2,247	19	19 2004 and prior	817	1,660	2,166
2005-2008	2005-2008	2,700	7,647	7,647	20	20 2005-2008	2,569	5,269	7,209
2009-2015	2009-2015	700	1,762	1,762	12	12 2009-2015	678	1,378	1,620
2016	2016	492	1,080	1,080	10	10 2016	403	895	955
2017	2017	628	1,547	1,547	10	10 2017	568	1,196	1,390
2018	2018	786	1,855	1,855	10	10 2018	714	1,500	1,717
2019	2019	787	1,659	1,659	9	9 2019	677	1,464	1,515
2020	2020	1,267	2,355	2,355	7	7 2020	1,085	2,352	2,137
2021	2021	2,056	3,366	3,366	5	5 2021	1,948	4,004	3,474
2022	2022	1,038	1,239	1,239	4	4 2022	1,079	2,117	1,614
2023	2023	—	—	—	0	0 2023	42	42	26
Total	Total	11,297	24,757	24,757	13	13 Total	10,580	21,877	23,823

Claim rate on
new notices

(1)

(1) Claim rate is the respective year to date weighted average rate.

(1) Claim rate is the respective year to date weighted average rate.

(1) Claim rate is the respective year to date weighted average rate.

Claims severity

Factors that impact claim severity include:

è	economic conditions at time of claim filing, including home prices compared to home prices at the time of placement of coverage,
è	exposure of the loan, which is the unpaid principal balance of the loan times our insurance coverage percentage,
è	length of time between delinquency and claim filing (which impacts the amount of interest and expenses, with a longer time between default and claim filing generally increasing severity), and
è	curtailments.

As discussed in [Note 11 - "Loss Reserves,"](#) our loss reserves estimates take into consideration trends over time, because the development of the delinquencies may vary from period to period without establishing a meaningful trend. An increase in third party property sales prior to claim settlement has resulted in a decrease in the average claim paid and the average claim paid as a

percentage of exposure in recent years. With the onset of the COVID-19 pandemic, the level of claims received decreased. Claim activity and the We expect average claims paid as a percentage of exposure has to increase as we receive

delinquencies that have not yet returned to pre-COVID-19 levels,experienced the same level of home price appreciation. The magnitude extent and timing of the these increases are uncertain.

The majority of loans insured prior to 2014 (which represent 35% 34% of the loans in the delinquency inventory) are covered by master policy terms that, except under certain circumstances, do not limit the number of years that an insured can include interest when filing a claim. Under our current master policy terms, an insured can include accumulated interest when filing a claim only for the first three years the loan is delinquent. In each case, the insured must comply with its obligations under the terms of the applicable master policy.

Claims severity trend for claims paid during the period

Period	Period	Average exposure on claim paid	Average claim paid	% Paid to exposure	Average number of missed payments at claim received date	Period	Average exposure on claim paid	Average claim paid	% Paid to exposure	Average number of missed payments at claim received date
Q1 2024										
Q1 2024										
Q2 2024										
Q2 2024										
Q2 2024										
Q1 2024										
Q4 2023										
Q3 2023										
Q2 2023										
Q1 2023										

Note: Table excludes material settlements. Settlements include amounts paid in settlement disputes for claims paying practices and/or commutations of policies.

Note: Table excludes material settlements. Settlements include amounts paid in settlement disputes for claims paying practices and/or commutations of policies.

Note: Table excludes material settlements. Settlements include amounts paid in settlement disputes for claims paying practices and/or commutations of policies.

The table below shows the number of consecutive months a borrower is delinquent. Historically as a delinquency ages it is more likely to result in a claim.

Primary delinquency inventory - consecutive months delinquent

	March 31, 2024	December 31, 2023	March 31, 2023
	June 30, 2024	December 31, 2023	June 30, 2023
3 months or less			
4-11 months			
12 months or more (1)			
Total			
3 months or less	3 months or less33 %36 %31 %	3 months or less35 %36 %32 %	
4-11 months	4-11 months38 %35 %34 %	4-11 months35 %35 %34 %	
12 months or more	12 months or more29 %29 %35 %	12 months or more30 %29 %34 %	
Total	Total100 %100 %100 %	Total100 %100 %100 %	

(1) Approximately 35% 31%, 37%, and 38% 41% of the primary delinquency inventory delinquent for 12 consecutive months or more has been delinquent for at least 36 consecutive months as of March 31, 2024 June 30, 2024, December 31, 2023, and March 31, 2023 June 30, 2023, respectively.

The length of time a loan is in the delinquency inventory can differ from the number of payments that the borrower has not made or is considered delinquent. These differences typically result from a borrower making monthly payments that do not result in the loan becoming fully current. Generally, a defaulted loan with more missed payments is more likely to result in a claim. The number of payments that a borrower is delinquent is shown in the following table.

Delinquency inventory - number of payments delinquent									
		March 31, 2024		December 31, 2023		March 31, 2023			
Primary delinquency inventory - number of payments delinquent									
		June 30, 2024		December 31, 2023		June 30, 2023			
3 payments or less									
4-11 payments									
12 payments or more ⁽¹⁾									
Total									
3 payments or less									
3 payments or less									
3 payments or less									
3 payments or less									
3 payments or less									
3 payments or less									
3 payments or less		48 %	50 %	42 %	%	50 %	50 %	45 %	
4-11 payments	4-11 payments	33 %	31 %	33 %	% 4-11 payments	31 %	31 %	31 %	
12 payments or more	12 payments or more	19 %	19 %	25 %	% 12 payments or more	19 %	19 %	24 %	
Total	Total	100 %	100 %	100 %	% Total	100 %	100 %	100 %	

(1) Approximately 32% 30%, 34%, and 32% 34% of the primary delinquency inventory with 12 payments or more delinquent has at least 36 payments delinquent as of March 31, 2024 June 30, 2024, December 31, 2023, and March 31, 2023 June 30, 2023, respectively.

Net losses and LAE paid

Net losses and LAE paid in the three and six months ended March 31, 2024 June 30, 2024 were consistent with the same period periods in the prior year. The primary average claim paid can vary materially from period to period based upon a variety of factors, including the local market

conditions, average loan amount, average coverage percentage, the amount of time between delinquency and claim filing, and our loss mitigation efforts on loans for which claims are paid.

The following table presents our net losses and LAE paid for the three and six months ended March 31, 2024 June 30, 2024 and 2023.

Net losses and LAE paid											
Net losses and LAE paid											
Net losses and LAE paid											
				Three Months Ended March 31,							
				Three Months Ended March 31,							
				Three Months Ended March 31,							
(In millions)											
(In millions)											
				Three Months Ended June 30,							
				Three Months Ended June 30,							
				Three Months Ended June 30,			Six Months Ended June 30,				
(In millions)				(In millions)		2024		2023		2024	2023
Direct primary (excluding settlements)											
Direct primary (excluding settlements)											
Direct primary (excluding settlements)											
NPL settlements											

NPL settlements
NPL settlements
Reinsurance
Reinsurance
Reinsurance
LAE and other
LAE and other
LAE and other
Net losses and LAE paid
Net losses and LAE paid
Net losses and LAE paid
Average Claim Paid
Average Claim Paid
Average Claim Paid

Our claims Net losses and LAE paid activity slowed at the start of the COVID-19 pandemic primarily due to forbearance and foreclosure moratoriums put in place, and it has not yet appreciably increased from those suppressed levels. Home have been positively impacted by home price appreciation experienced in recent years that has allowed some borrowers more delinquent loans to cure their delinquencies through the sale of their the property. In addition, an increase in third party property sales prior to claim settlement has resulted in a decrease in the average claim paid on the claims we do receive. We expect net losses and LAE paid to increase, however, the magnitude and timing of the increases are uncertain.

The primary average RIF on delinquent loans at March 31, 2024 June 30, 2024, December 31, 2023 and March 31, 2023 June 30, 2023 for the top 5 jurisdictions (based on the March 31, 2024 June 30, 2024 delinquency inventory) appears in the following table.

Primary average RIF - delinquent loans

	March 31, 2024	December 31, 2023	March 31, 2023
	June 30, 2024	December 31, 2023	June 30, 2023
Texas			
Florida			
Texas			
Illinois			
Pennsylvania			
California			
All other jurisdictions			
All jurisdictions			

The primary average RIF on all loans was \$68,379, \$69,284, \$67,705, and \$65,314 \$66,099 at March 31, 2024 June 30, 2024, December 31, 2023, and March 31, 2023 June 30, 2023, respectively.

Loss reserves

The gross reserves at March 31, 2024 June 30, 2024, December 31, 2023, and March 31, 2023 June 30, 2023 appear in the table below.

Gross reserves

	March 31, 2024	December 31, 2023	March 31, 2023
	June 30, 2024	December 31, 2023	June 30, 2023
Primary:			
Direct case loss reserves (in millions)			
Direct case loss reserves (in millions)			
Direct case loss reserves (in millions)			
Direct IBNR and LAE reserves			

Total primary direct loss reserves				
Ending delinquent inventory				
Ending delinquent inventory				
Ending delinquent inventory				
Ending delinquent inventory				
Ending delinquent inventory				
Ending delinquent inventory				
Percentage of loans delinquent (delinquency rate)	Percentage of loans delinquent (delinquency rate)	2.15 %	2.25 % 2.13 %	Percentage of loans delinquent (delinquency rate) 2.09 % 2.25 % 2.05 %
Average total primary loss reserves per delinquency				
Primary claims received inventory included in ending delinquent inventory				
Other gross reserves ⁽¹⁾ (in millions)				
Other gross reserves ⁽¹⁾ (in millions)				
Other gross reserves ⁽¹⁾ (in millions)				
Other gross reserves ⁽¹⁾ (in millions)				
Other gross reserves ⁽¹⁾ (in millions)				
Other gross reserves ⁽¹⁾ (in millions)				

(1) Other Gross Reserves includes direct and assumed reserves that are not included within our primary loss reserves.

The primary delinquency inventory for the top 15 jurisdictions (based on March 31, 2024 June 30, 2024 delinquency inventory) at March 31, 2024 June 30, 2024, December 31, 2023 and March 31, 2023 June 30, 2023 appears in the following table.

Primary delinquency inventory by jurisdiction

Primary delinquency inventory by jurisdiction

Primary delinquency inventory by jurisdiction

	March 31, 2024	December 31, 2023	March 31, 2023
	June 30, 2024	December 31, 2023	June 30, 2023
Texas			
Florida *			
Texas			
Illinois *			
Pennsylvania *			
California			
New York *			
Ohio *			
Michigan			
Georgia			
New Jersey *			
North Carolina			
Indiana *			
Maryland			
Indiana *			
Minnesota			
Virginia			
Louisiana *			

All other jurisdictions
Total

Note: Asterisk denotes jurisdictions in the table above that predominately use a judicial foreclosure process, which generally increases the amount of time it takes for a foreclosure to be completed.

The primary delinquency inventory by policy year at **March 31, 2024** **June 30, 2024**, December 31, 2023 and **March 31, 2023** **June 30, 2023** appears in the following table.

Primary delinquency inventory by policy year											
			March 31, 2024			December 31, 2023			March 31, 2023		
			June 30, 2024			December 31, 2023			June 30, 2023		
Policy year:											
2004 and prior											
2004 and prior											
2004 and prior											
2004 and prior %	2004 and prior %	8 %	8 %	9 %	% 2004 and prior %	8 %	8 %	9 %			
2005 - 2008											
2005 - 2008 %	2005 - 2008 %	26 %	27 %	31 %	% 2005 - 2008 %	25 %	27 %	30 %			
2009 - 2015											
2009 - 2015 %	2009 - 2015 %	5 %	6 %	7 %	% 2009 - 2015 %	5 %	6 %	7 %			
2016											
2017											
2018											
2019											
2020											
2021											
2022											
2023											
2024											
2016 and later %	2016 and later %	61 %	59 %	53 %	% 2016 and later %	62 %	59 %	54 %			
Total											
Total											
Total											
Total											
Total											
Total											

On our primary business, the highest claim frequency years have typically been the third and fourth year after loan origination. However, the pattern of claim frequency can be affected by many factors, including persistency and deteriorating economic conditions. Deteriorating economic conditions can result in increasing claims following a period of declining claims. As of **March 31, 2024** **June 30, 2024**, **40%** **43%** of our primary RIF was written subsequent to December 31, 2021, **68%** **70%** of our primary RIF was written subsequent to December 31, 2020, and **85%** **86%** of our primary RIF was written subsequent to December 31, 2019.

Underwriting and other expenses, net

Underwriting and other expenses includes items such as employee compensation costs, fees for professional and consulting services, depreciation and maintenance expense, and premium taxes, and are reported net of ceding commissions.

Underwriting and other expenses, net for the three months ended March 31, 2024 June 30, 2024 and 2023, were \$52.7 million and \$54.0 million, were \$59.0 million, compared with \$70.1 million respectively. Underwriting and other expenses, net for the three six months ended March 31, 2023 June 30, 2024 and 2023, were \$111.7 million and \$124.1 million, respectively. The decrease in underwriting and other expenses, net during the three six months ended March 31, 2024 June 30, 2024 was primarily due to a decrease in pension expenses, and a decrease in expenses related to professional and consulting services. Pension expenses were higher for the three six months ended March 31, 2023 June 30, 2023 due to settlement accounting charges.

		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
		2024		2024		2024	
				Three Months Ended June 30,		Six Months Ended June 30,	
		2024		2024		2023	
				2024		2023	
Underwriting expense ratio	Underwriting expense ratio	23.1	%	24.1	%	24.4	%
Underwriting expense ratio							
Underwriting expense ratio							

The underwriting expense ratio is the ratio, expressed as a percentage, of the underwriting and operating expenses, net and amortization of DAC of our combined insurance operations (which excludes underwriting and operating expenses of our non-insurance subsidiaries) to net premiums written. The underwriting expense ratio for the three and six months ended March 31, 2024 June 30, 2024, decreased compared with the same period in the prior year primarily due to a decrease in underwriting and other expenses, net, and an increase in net premiums written.

Provision for income taxes and effective tax rate

Income tax provision and effective tax rate

Income tax provision and effective tax rate

Income tax provision and effective tax rate

		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
				Three Months Ended June 30,		Three Months Ended June 30,	
				Three Months Ended June 30,		Six Months Ended June 30,	
				2024		2023	
				2024		2023	
(In millions, except rate)	(In millions, except rate)						
(In millions, except rate)							
Income before tax	Income before tax						
Income before tax							
Income before tax							
Provision for income taxes	Provision for income taxes						
Provision for income taxes							
Provision for income taxes							
Effective tax rate	Effective tax rate	21.4	%	21.2	%	21.1	%
Effective tax rate							
Effective tax rate							

Our effective tax rate for the three and six months ended March 31, 2024 June 30, 2024 and 2023 approximated the statutory tax rate of 21%.

Balance Sheet Review

The following sections mainly focus on the major developments on our Consolidated Balance Sheet since December 31, 2023.

Consolidated balance sheets - Assets

(in thousands)	(in thousands)	March 31, 2024	December 31, 2023	% Change	(in thousands)	June 30, 2024	December 31, 2023	% Change
Investments								
Cash and cash equivalents								
Reinsurance recoverable on loss reserves								
Reinsurance recoverable on paid losses								
Deferred incomes taxes, net								
Other assets								
Total Assets								

Investments - Our investments balance decreased slightly at March 31, 2024 was \$5.8 billion as of June 30, 2024, compared to \$5.7 billion as of December 31, 2023.

The average duration and investment yield of our investment portfolio as of March 31, 2024 June 30, 2024 and December 31, 2023 are shown in the table below.

Portfolio duration and embedded investment yield

March 31, 2024				December 31, 2023			
June 30, 2024				December 31, 2023			
Effective duration (in years)	Effective duration (in years)	3.7	3.8	Effective duration (in years)	3.7	3.8	
Pre-tax yield (1)	Pre-tax yield (1)	3.8%	3.7%	Pre-tax yield (1)	3.9%	3.7%	
After-tax yield (1)	After-tax yield (1)	3.1%	3.0%	After-tax yield (1)	3.2%	3.0%	

(1) Embedded investment yield is calculated on a yield-to-worst basis.

The security ratings of our fixed income investments as of March 31, 2024 June 30, 2024 and December 31, 2023 are shown in the following table.

Fixed income security ratings

Period	Period	AAA	AA	A	BBB	Period	AAA	AA	A	BBB
March 31, 2024		12%	34%	35%	19%					
June 30, 2024		12%	35%	34%	19%					
December 31, 2023	December 31, 2023	12%	34%	35%	19%	December 31, 2023	12%	34%	35%	19%

(1) Ratings are provided by one or more of: Moody's, Standard & Poor's and Fitch Ratings. If three ratings are available, the middle rating is used, otherwise the lowest rating is used.

Cash and cash equivalents - Our cash and cash equivalents balance increased decreased to \$431.3 million \$281.8 million as of March 31, 2024 June 30, 2024, from \$363.7 million as of December 31, 2023, as cash used in investing and financing activities was only partially offset by net cash generated from by operating activities and investing activities was greater than cash used in financing activities.

Reinsurance recoverable on paid losses - Reinsurance recoverable on paid losses decreased to \$0.6 million \$0.9 million at March 31, 2024 June 30, 2024, from \$9.9 million at December 31, 2023. At December 31, 2023 the reinsurance recoverable on paid losses was primarily composed of losses recoverable from reinsurers at the time of termination of the 2020 QSR Transaction. Generally, in a reinsurance termination, amounts for any incurred but unpaid losses are due to us from the reinsurers.

Consolidated balance sheets - Liabilities and equity

(in thousands)	(in thousands)	March 31, 2024	December 31, 2023	% Change	(in thousands)	June 30, 2024	December 31, 2023	% Change
Loss reserves								
Unearned premiums								
Long-term debt								

Other liabilities
Total Liabilities
Common stock
Paid-in capital
Treasury stock
Accumulated other comprehensive income (loss), net of tax
Retained earnings
Shareholders' equity

Loss reserves and Reinsurance recoverable on loss reserves - Our loss reserves include estimates of losses and settlement expenses on (1) loans in our delinquency inventory (known as case reserves), (2) IBNR delinquencies, and (3) LAE. Our gross reserves are reduced by reinsurance recoverable on loss reserves to calculate a net reserve balance. Loss reserves decreased slightly to \$504.4 million \$477.6 million as of March 31, 2024 June 30, 2024, from \$505.4 million as of December 31, 2023. The decrease in loss reserves is primarily from favorable development on previously received delinquency notices, partially offset by loss reserves established on new notices. Reinsurance recoverables on loss reserves were \$39.2 million \$42.3 million and \$33.3 million as of March 31, 2024 June 30, 2024 and December 31, 2023, respectively. The reinsurance recoverable is impacted by the mix of delinquencies covered by our QSR Transactions.

Unearned premiums - Our unearned premium decreased to \$148.9 million \$138.9 million as of March 31, 2024 June 30, 2024 from \$157.8 million as of December 31, 2023 primarily due to the run-off of our existing portfolio of single premium policies outpacing the level of NIW from single premium policies.

Income Taxes - Our current income tax liability was \$29.0 million at March 31, 2024 \$5.9 million as of June 30, 2024 and is included as a component of other liabilities in our consolidated balance sheets. Our current tax receivable was \$10.8 million at as of December 31, 2023 and is included as a component of other assets in our consolidated balance sheets. The increase in our current income tax liability was primarily due to our first quarter estimated income tax payment not being due until the second quarter of 2024. Our net deferred tax asset was \$76.3 million \$90.6 million and \$79.8 million at March 31, 2024 June 30, 2024 and December 31, 2023, respectively. We owned \$906.0 million and \$848.6 million of tax and loss bonds at March 31, 2024 June 30, 2024 and December 31, 2023, respectively.

Shareholder's equity - The increase in shareholders' equity primarily relates to net income, partially offset by repurchases of our common stock and dividends paid to shareholders in the three six months ended March 31, 2024 June 30, 2024.

Liquidity and Capital Resources

Consolidated Cash Flow Analysis

We have three primary types of cash flows: (1) operating cash flows, which consist mainly of cash generated by our insurance operations and income earned on our investment portfolio, less amounts paid for claims, interest expense and operating expenses, (2) investing cash flows related to the purchase, sale and maturity of investments and purchases of property and equipment and (3) financing cash flows generally from activities that impact our capital structure, such as changes in debt and shares outstanding, and dividend payments. The following table summarizes our consolidated cash flows from operating, investing and financing activities:

Summary of consolidated cash flows				Three Months Ended March 31,		Six Months Ended June 30,	
(In thousands)	(In thousands)	2024	2023	(In thousands)	2024	2023	
Total cash provided by (used in):							
Operating activities							
Operating activities							
Operating activities							
Investing activities							
Financing activities							
Increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents							
Net cash provided by operating activities for the three six months ended March 31, 2024 decreased June 30, 2024 increased when compared with the same period of 2023 primarily due to an increase in investment income and a decrease in taxes paid, this was offset partially by an increase in underwriting and operating expenses paid, paid and an increase in losses paid, net.							

We also have purchase obligations totaling approximately \$14.2 million \$12.3 million which consist primarily of contracts related to our continued investment in our information technology infrastructure in the normal course of business. The majority of these obligations are under contracts that give us cancellation rights with notice. In the next twelve months we anticipate we will

pay approximately \$6.9 million \$7.1 million for our purchase obligations.

Future contributions to our qualified pension plan are impacted by the net funded status (the market value of our plan assets compared to the projected benefit obligation).

Net cash provided by investing activities for the three months ended March 31, 2024 primarily reflects sales and maturities of fixed income securities that exceeded purchases of fixed income securities during the period. Net cash used in investing activities for the three six months ended March 31, 2023 June 30, 2024 and 2023, primarily reflects purchases of fixed income securities during the period that exceeded sales and maturities of fixed income securities during the period as cash from operations was available for additional investment. period.

Net cash used in financing activities for the three six months ended March 31, 2024 June 30, 2024 and 2023, primarily reflects repurchases of our common stock, dividends to shareholders and the payment of withholding taxes related to share-based compensation net share settlement.

Capitalization

Debt - holding company

As of March 31, 2024 June 30, 2024, our holding company's debt obligations were \$650 million in aggregate principal amount consisting of our 5.25% Notes due in 2028. See Note 7 – "Debt" to our consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2023 for additional information about the terms of our indebtedness.

Liquidity analysis - holding company

As of March 31, 2024 June 30, 2024 and December 31, 2023, we had approximately \$793.0 million \$990 million and \$918 million, respectively, in cash and investments at our holding company. These resources are maintained primarily to service our debt interest expense, pay debt maturities, repurchase shares, pay dividends to shareholders, and to settle intercompany obligations. While these assets are held, we generate investment income that serves to offset a portion of our cash requirements. The payment of dividends from MGIC are the principal source of holding company cash inflow and their payment is restricted by insurance regulation. See Note 14 - "Statutory Information" to our consolidated financial statement for additional information about MGIC's dividend restrictions. The payment of dividends from MGIC is also influenced by our view of the appropriate level of excess PMIERS Available Assets to maintain, which can change over time. Raising capital in the public markets is another potential source of holding company liquidity. The ability to raise capital in the public markets is subject to prevailing market conditions, investor demand for the securities to be issued, and our deemed creditworthiness.

In the six months ended June 30, 2024, we repurchased 12.3 million shares of our common stock using \$250.3 million of holding company cash. As of June 30, 2024 we had remaining authorization to repurchase \$773.4 million under our existing share repurchase programs. Through July 26, 2024, we repurchased an additional 2.2 million shares totaling \$49.0 million under the remaining authorization through December 31, 2026.

In the six months ended June 30, 2024, we paid \$63.3 million in dividends to shareholders. On July 25, the Board of Directors declared a quarterly cash dividend to the holders of the company's common stock of \$0.13 per share to shareholders of record on August 8, 2024.

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Over the next twelve months the principal demand on our holding company resources will be interest payments on our 5.25% Notes approximating \$34.0 million and dividends to shareholders. We believe our holding company has sufficient sources of liquidity to meet its payment obligations for the foreseeable future.

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In the three months ended March 31, 2024, we repurchased 4.7 million shares of our common stock using \$93.3 million of holding company cash. As of March 31, 2024 we had remaining authorization to repurchase \$170.0 million of our common stock through July 1, 2025 under a share repurchase program approved by our Board of Directors in April 2023. Through April 2024, we repurchased an additional 2.7 million shares totaling \$54.8 million under the remaining authorization. Also in April of 2024, our Board of Directors approved a share repurchase program, authorizing us to repurchase up to \$750 million of common stock prior to December 31, 2026.

In the three months ended March 31, 2024, we paid \$31.7 million in dividends to shareholders. On April 25, the Board of Directors declared a quarterly cash dividend to the holders of the company's common stock of \$0.115 per share to shareholders of record on May 9, 2024.

We may also use holding company cash to repurchase additional shares, however, our repurchases are subject to variation based on a variety of factors including our capital and liquidity position and the share price of our common stock. Such repurchases may be material, may be made for cash (funded by debt) and/or exchanges for other securities, and may be made in open market purchases (including through 10b5-1 plans), privately negotiated acquisitions or other transactions. See "Overview-Capital" of this MD&A for a discussion of our share repurchase programs.

Significant cash and investments inflows at our holding company during the three six months ended March 31, 2024 June 30, 2024:

- \$8.0 350 million dividend received from MGIC,
- \$31.2 million in intercompany tax receipts,
- \$15.2 million of investment income.

Significant cash outflows at our holding company during the three six months ended March 31, 2024 June 30, 2024:

- \$95.2 251.2 million of net share repurchase transactions,
- \$33.3 63.9 million of cash dividends paid to shareholders, and
- \$17.1 million of interest payments on our outstanding debt obligations. obligation.

The net unrealized losses on our holding company investment portfolio were approximately \$1.2 million \$2.0 million at March 31, 2024 June 30, 2024, and the portfolio had an effective duration of approximately 1.4 0.9 years.

MGIC did not pay paid \$350 million in dividends to our holding company in the three six months ended March 31, 2024 June 30, 2024. Future dividend payments from MGIC to the holding company will be determined in consultation with the board, and after considering any updated estimates about our business. We ask the Wisconsin OCI not to object before MGIC pays dividends to the holding company. In April 2024, MGIC paid a \$350 million dividend to our holding company.

Debt at subsidiaries

MGIC did not have any outstanding debt obligations at March 31, 2024 June 30, 2024. MGIC is a member of the FHLB, which provides MGIC access to an additional source of liquidity via a secured lending facility. We may borrow from the FHLB at any time.

Capital Adequacy

PMIERS

As of March 31, 2024 June 30, 2024, MGIC's Available Assets under the PMIERS totaled approximately \$5.9 billion \$5.8 billion, an excess of approximately \$2.5 \$2.4 billion over its Minimum Required Assets; and MGIC is in compliance with the requirements of the PMIERS and eligible to insure loans delivered to or purchased by the GSEs. Our reinsurance transactions provided an aggregate of approximately \$2.2 billion of capital credit under the PMIERS as of March 31, 2024 June 30, 2024. Refer to Note 4 - "Reinsurance" to our consolidated financial statements for additional information on our reinsurance transactions.

The table below presents the PMIERS capital credit for our reinsurance transactions.

PMIERS - Reinsurance Credit

(In millions)

(In millions)

(In millions)

	March 31, 2024	December 31, 2023	June 30, 2024	December 31, 2023
QSR Transactions				
Home Re Transactions				
Traditional XOL Transactions				
Total capital credit for Reinsurance Transactions				

The PMIERS generally require us to hold significantly more Minimum Required Assets for delinquent loans than for performing loans and the Minimum Required Assets required to be held increases as the number of payments missed on a delinquent loan increases. Refer to "Overview - Capital - GSEs" of this MD&A and our risk factor titled "We may not continue to meet the GSEs' private mortgage insurer eligibility requirements and our returns may decrease if we are required to maintain more capital in order to maintain our eligibility" for further discussion of PMIERS.

Risk-to-capital

We compute our risk-to-capital ratio on a separate company statutory basis, as well as on a combined insurance operations basis. The risk-to-capital ratio is our net RIF divided by our policyholders' position. Our net RIF includes both primary and pool risk in force, net of reinsurance and excludes risk on policies that are currently in default and for which case loss reserves have been established and the

risk covered by reinsurance. The risk amount includes pools of loans with contractual aggregate loss limits and without these limits. MGIC's policyholders' position consists primarily of statutory policyholders' surplus (which increases as a result of statutory net income and decreases as a result of statutory net loss and dividends paid), plus the statutory contingency loss reserve. The statutory contingency loss reserve is reported as a liability on the statutory balance sheet. A mortgage insurance company is required to make annual additions to a contingency loss reserve of approximately 50% of earned premiums. These contributions must generally be maintained for a period of ten years. However, with regulatory approval a mortgage insurance company may make early withdrawals from the contingency loss reserve when incurred losses exceed 35% of earned premiums in a calendar year.

The table below presents our risk-to-capital calculation:

Risk-to-capital - MGIC

(In millions, except ratio)	(In millions, except ratio)	March 31, 2024	December 31, 2023	(In millions, except ratio)	June 30, 2024	December 31, 2023
RIF - net ⁽¹⁾						
Statutory policyholders' surplus						
Statutory contingency loss reserve						
Statutory policyholders' position						
Risk-to-capital	Risk-to-capital	9.8:1	10.2:1	Risk-to-capital	10.0:1	10.2:1

(1) RIF – net, as shown in the table above is net of reinsurance and exposure on policies currently delinquent (\$1.5 billion at March 31, 2024, June 30, 2024 and \$1.6 billion at December 31, 2023) for which loss reserves have been established.

For additional information regarding regulatory capital see [Note 14 – “Statutory Information”](#) to our consolidated financial statements as well as our Risk Factor titled “State Capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis.”

Financial Strength Ratings

Financial strength ratings are published by third-party rating agencies as an independent opinion of an insurer's financial strength and ability to meet ongoing insurance and contract obligations. The financial strength ratings for MGIC and MAC are listed below:

MGIC financial strength ratings

Rating Agency	Rating	Outlook
Moody's Investor Services	A3	Positive
Standard and Poor's Rating Services	A-	Stable
A.M. Best	A-	Positive

MAC financial strength ratings

Rating Agency	Rating	Outlook
A.M. Best	A-	Positive

For further information about the importance of MGIC's ratings, see our Risk Factor titled “Competition or changes in our relationships with our customers could reduce our revenues, reduce our premium yields and / or increase our losses.”

Forward Looking Statements and Risk Factors

General: Our business, results of operations, and financial condition could be affected by the Risk Factors referred to under “Location of Risk Factors” below. These Risk Factors are an integral part of Management's Discussion and Analysis.

These factors may also cause actual results to differ materially from the results contemplated by forward looking statements that we may make. Forward looking statements consist of statements which relate to matters other than historical fact. Among others, statements that include words such as we “believe,” “anticipate” or “expect,” or words of similar import, are forward looking statements. These Risk Factors speak only as of the date of this filing and are subject to change without notice as the Company cannot predict all risks relating to this evolving set of events. We are not undertaking any obligation to update any forward looking statements we may make even though these statements may be affected by events or circumstances occurring after the forward looking statements were made. Therefore, no reader of this document should rely on these statements being current as of any time other than the time at which this document was filed with the Securities and Exchange Commission.

While we communicate with security analysts from time to time, it is against our policy to disclose to them any material non-public information or other confidential information. Accordingly, investors should not assume that we agree with any statement or report issued by any analyst irrespective of the content of the statement or report, and such reports are not our responsibility.

Location of Risk Factors: The Risk Factors are in Item 1 A of our Annual Report on Form 10-K for the year ended December 31, 2023, as supplemented by Part II, Item 1 A of our [quarterly report on form 10Q for the quarter ended March 31, 2024](#), and Part II, Item 1 A of this Quarterly Report on Form 10-Q. The Risk Factors in the 10-K, as supplemented by this 10-Q and through updating of various statistical and other information, are reproduced in Exhibit 99 to this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Our investment portfolio is essentially a fixed income portfolio and is exposed to market risk. Important drivers of the market risk are credit spread risk and interest rate risk.

Credit spread risk is the risk that we will incur a loss due to adverse changes in credit spreads. Credit spread is the additional yield on fixed income securities above the risk-free rate (typically referenced as the yield on U.S. Treasury securities) that market participants require to compensate them for assuming credit, liquidity and/or prepayment risks.

We manage credit risk via our investment policy guidelines which primarily place our investments in investment grade securities and limit the amount of our credit exposure to any one issue, issuer and type of instrument. Guideline and investment portfolio detail is available in "Business – Section E, Investment Portfolio" in Item 1 of our Annual Report on Form 10-K for the year ended December 31, 2023.

Interest rate risk is the risk that we will incur a loss due to adverse changes in interest rates relative to the characteristics of our interest bearing assets.

One of the measures used to quantify this exposure is **modified effective** duration. **Modified Effective** duration measures the price sensitivity of the assets to the changes in spreads. At **March 31, 2024** **June 30, 2024**, the effective duration of our fixed income investment portfolio was 3.7 years, which means that an instantaneous parallel shift in the yield curve of 100 basis points would result in a change of 3.7% in the fair value of our fixed income portfolio. For an upward shift in the yield curve, the fair value of our portfolio would decrease and for a downward shift in the yield curve, the fair value would increase. See **Note 7 – "Investments"** to our consolidated financial statements for additional disclosure surrounding our investment portfolio.

Item 4. Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, our principal executive officer and principal financial officer concluded that such controls and procedures were effective as of the end of such period. There was no change in our internal control over financial reporting that occurred during the **first second** quarter of 2024 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

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PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Certain legal proceedings arising in the ordinary course of business may be filed or pending against us from time to time. For information about such legal proceedings, you should review **Note 5 - "Litigation and Contingencies"** to our consolidated financial statements and our Risk Factor titled "We are subject to the risk of legal proceedings" in Exhibit 99.

Item 1 A. Risk Factors

As With the exception of March 31, 2024, the changes described and set forth below, there have been no material changes in our Risk Factors from the risk factors disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2023. The risk factors in the 10-K, as supplemented by this 10-Q and through updating of various statistical and other information, are reproduced in their entirety in Exhibit 99 to this Quarterly Report on Form 10-Q.

Risk Factors Relating to Our Business Generally

The inability of our insurance subsidiaries to pay dividends in sufficient amounts would harm our ability to meet our obligations, pay future shareholder dividends and/or make future share repurchases.

MGIC Investment Corporation is the holding company for our insurance operating subsidiaries. At the holding company level, our principal assets are the shares of capital stock of our insurance company subsidiaries and cash and investments. Dividends and other permitted distributions from MGIC are the holding company's primary source of funds used to meet ongoing cash requirements, including future debt service payments, repurchases of its shares, payment of dividends to our shareholders, and other expenses. Other sources of holding company cash inflow include investment income and raising capital in the public markets. The payment of dividends from MGIC is subject to regulatory approval as described in our Annual Reports on Form 10-K. In general, dividends in excess of prescribed limits are deemed "extraordinary" and may not be paid if disapproved by the OCI. The prescribed limits are based on a rolling 12-month period, and as such, the impact of the limitations will vary over time. In the twelve months ended June 30, 2024, MGIC paid \$650 million in dividends to the holding company. Future dividend payments from MGIC to the holding company will be determined in consultation with the board of directors, and after considering any updated estimates about our business, subject to regulatory approval.

The long-term debt obligations are owed by the holding company and not its subsidiaries. At June 30, 2024, we had approximately \$990 million in cash and investments at our holding company and our holding company's long-term debt obligations were \$650 million in aggregate principal amount. Annual debt service on the long-term debt obligations outstanding as of June 30, 2024, is approximately \$34 million. The inability of MGIC to pay dividends (or other intercompany amounts due) in an amount sufficient to enable us to meet our cash requirements at the holding company level could have an adverse effect on our operations, and our ability to repay debt, repurchase shares and/or pay dividends to shareholders.

If any capital contributions to our subsidiaries are required, such contributions would decrease our holding company cash and investments.

Item 2. Unregistered Sale of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

The following table provides information about purchases of MGIC Investment Corporation common stock by us during the three months ended **March 31, 2024** **June 30, 2024**.

Share repurchases					
Period Beginning	Period Ending	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the programs ⁽¹⁾
January 1, 2024	January 31, 2024	1,943,002	\$ 19.47	1,943,002	\$ 225,504,313
February 1, 2024	February 29, 2024	1,606,744	19.36	1,606,744	194,395,551
March 1, 2024	March 31, 2024	1,178,690	20.70	1,178,690	\$ 169,991,173
		4,728,436	\$ 19.74	4,728,436	

Share repurchases					
Period Beginning	Period Ending	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the programs ⁽¹⁾
April 1, 2024	April 30, 2024	2,723,982	\$ 20.13	2,723,982	\$ 875,552,167
May 1, 2024	May 31, 2024	2,514,801	20.81	2,514,801	823,210,481
June 1, 2024	June 30, 2024	2,361,862	21.10	2,361,862	\$ 773,385,693
		7,600,645	\$ 20.66	7,600,645	

⁽¹⁾ In April of 2023, our Board of Directors authorized a share repurchase program under which, as of **March 31, 2024**, **June 30, 2024** we **may** have \$23.4 million in remaining repurchase authorization through July 1, 2025. In April of 2024, our Board of Directors approved an additional share repurchase program, authorizing us to repurchase up to an additional **\$170 million** **\$750 million** of our common stock **through July 1, 2025** prior to December 31, 2026. Repurchases may be made from time to time on the open market (including through 10b5-1 plans) or through privately negotiated transactions. The repurchase program may be suspended for periods or discontinued at any time. In April of 2024, our Board of Directors approved an additional share repurchase program, authorizing us to repurchase up to \$750 million of common stock prior to December 31, 2026.

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Item 5. Other Information

During the three months ended **March 31, 2024** **June 30, 2024**, none of our officers or directors adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

Item 5.02(e).

On July 29, 2024, the Board of Directors (the "Board") of MGIC Investment Corporation (the "Company") adopted the MGIC Investment Corporation Executive Severance Plan (the "Plan").

The Plan is intended to provide certain officer-level employees ("Participants"), including the Company's executive officers, with the opportunity to receive severance benefits if terminated under certain circumstances unrelated to a change in control of the Company and, in the event of such a change in control, employment and severance protection for a specified period following the change in control.

Qualifying Termination Unrelated to a Change in Control

If a Participant separates from service as a result of a resignation with good reason or a separation initiated by the Company other than for cause or poor performance unrelated to a change in control, then, if the Participant is the Company's Chief Executive Officer ("CEO"), its President or an Executive Vice President, the Participant will receive cash severance equal to the product of a severance multiplier multiplied by the sum of the Participant's annual base salary and annual bonus target. The severance multiplier for the CEO is two, and the severance multiplier for the President or an Executive Vice President is one. All other Participants will receive cash severance equal to their annual base salary (without any bonus component) upon a qualifying termination prior to a change in control. Participants will also receive a pro rata bonus for the year of termination and outplacement services and a cash payment in lieu of benefits continuation for 18 months (in the case of the CEO) or 12 months (in the case of all other Participants), subject to potential reduction if the Participant is eligible for an allowance under the Company's retiree medical program (such cash payment, the "Benefits Payment").

Upon a qualifying termination unrelated to a change in control, Participants' equity awards will be treated in accordance with the terms of the equity plan under which they were granted, or, to the extent more favorable to the Participants, a pro rata portion of their time-vesting equity awards will vest and a pro rata portion of their performance-based equity awards will remain eligible to be earned based on actual performance following the end of the performance period. The prorated vesting shall be calculated as if the Participant's service had continued through, in the case of the CEO, two years following termination, and in the case of all other Participants, one year following termination and, in the case of time-vesting equity awards, as if the awards had ratable vesting over the full service period.

Change in Control and Qualifying Termination

Under the Plan, if a change in control occurs and the Participant's employment is terminated within three years after the change in control (the "Post-CIC Employment Period"), other than for cause, death or disability, or if the Participant terminates his or her employment for good reason, the Participant is generally entitled to receive a termination payment of twice (or one times, in the case of a Participant who is a Senior Vice President or Vice President) the sum of (1) his or her annual base salary; (2) a bonus amount equal to the greatest of the Participant's target bonus for the then-current year, the bonus the Participant received for the year in which the change in control occurred or the bonus the Participant received for the year prior to the year in which the change in control occurred; and (3) an amount based on matching contributions to the Company's tax-qualified defined contribution plan. This termination payment is payable in a lump sum.

On a qualifying termination during the Post-CIC Employment Period, a Participant would also receive a pro rata bonus; such pro rata bonus would be calculated and paid on the basis of the greater of performance as measured through the termination date or the most recently forecasted performance through the end of the performance period. He or she would also be entitled to the Benefits Payment. The Participant is also entitled to a lump sum payment for any unvested portion of the Participant's account under any defined contribution retirement plan, outplacement services, and up to \$10,000 to cover other services relating to the Plan termination payment.

If outstanding equity awards are not assumed or the Participant does not receive a substitute award from the acquirer in the change in control transaction, then performance-vesting restricted stock or restricted stock units will vest based on the greater of target performance, performance as measured through the date of the change in control (as measured against a pro-rated portion of the performance goal) or the most recently forecasted performance through the end of the performance period, and time-vesting restricted stock or restricted stock units will vest in full. The same approach generally applies to unvested restricted stock and restricted stock units upon a qualifying termination during the Post-CIC Employment Period.

While the Participant is employed during the Post-CIC Employment Period, the Participant is entitled to a base salary no less than the base salary in effect prior to the change in control and targeted and maximum bonus opportunities of no less than the targeted and maximum bonus opportunities in effect prior to the change in control. The Participant is also generally entitled to annual equity awards that are as favorable (in terms of grant date fair value and length of vesting period) as the more favorable of those granted in the year of the change in control or the year prior. The Participant is also generally entitled to participate in medical and other specified benefit plans.

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Definitions of "Change in Control," "Cause," "Poor Performance" and "Good Reason"

Under the Plan, a change in control generally would occur upon the acquisition by certain unrelated persons of 25% or more of the Company's common stock; an exogenous change in the majority of the Board; certain mergers, consolidations or share exchanges or related share issuances; or the Company's sale or disposition of all or substantially all of its assets. The Company would generally have "cause" to terminate a Participant under the Plan if the Participant were intentionally to engage in certain bad faith conduct causing demonstrable and serious financial injury to the Company; to be convicted of certain felonies; or to willfully, unreasonably and continuously refuse to perform his or her existing duties or responsibilities. The Company would generally have the ability, prior to a change in control, to terminate a Participant for "poor performance" if the Participant consistently failed to execute successfully the basic responsibilities of the Participant's position or meet performance objectives assigned to the Participant. A Participant would generally have "good reason" under the Plan if the Company was to breach the terms of the Plan or make certain changes to the Participant's position or working conditions.

Restrictive Covenants

The Plan provides that, for a period of 12 months after a termination for which a payment is required, the Participant will be subject to non-competition and non-solicitation provisions. The Plan also imposes confidentiality obligations on Participants.

Impact of Key Executive Employment and Severance Agreement

If any Participant has in effect a Key Executive Employment and Severance Agreement or similar individual employment agreement that provides severance benefits upon a qualifying termination of employment, then the Participant will be entitled only to the severance benefits provided by such individual agreement, and not the benefits described in the Plan, except to the extent the Plan provides more favorable benefits.

The foregoing discussion of the Plan is a summary only and is qualified in its entirety by the text of the Plan itself, which is filed as Exhibit 10.11.6 to this Quarterly Report on Form 10-Q and incorporated herein by reference.

Item 6. Exhibits

The accompanying Index to Exhibits is incorporated by reference in answer to this portion of this Item, and except as otherwise indicated in the next sentence, the Exhibits listed in such Index are filed as part of this Form 10-Q. Exhibit 32 is not filed as part of this Form 10-Q but accompanies this Form 10-Q.

(Part II, Item 6)

Index to exhibits

Exhibit				
Number	Description of Exhibit	Form	Exhibit(s)	Filing Date
10.11.6	MGIC Investment Corporation Executive Severance Plan * †			
31.1	Certification of CEO under Section 302 of Sarbanes-Oxley Act of 2002 †			
31.2	Certification of CFO under Section 302 of Sarbanes-Oxley Act of 2002 †			
32	Certification of CEO and CFO under Section 906 of Sarbanes-Oxley Act of 2002 (as indicated in Item 6 of Part II, this Exhibit is not being "filed") ††			
99	Risk Factors included in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023, as supplemented by Part II, Item 1A of our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 and June 30, 2024 and through updating of various statistical and other information †			
101.INS	Inline XBRL Instance Document			
101.SCH	Inline XBRL Taxonomy Extension Schema Document			
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document			
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document			
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document			
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document			
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)			

* Denotes a management contract or compensatory plan.
† Filed herewith.
†† Furnished herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized, on May 1, 2024 July 31, 2024.

MGIC INVESTMENT CORPORATION

/s/ Nathaniel H. Colson

Nathaniel H. Colson
Executive Vice President, Chief Financial Officer and
Chief Risk Officer

/s/ Julie K. Sperber

Julie K. Sperber
Vice President, Controller and Chief Accounting Officer

Exhibit 10.11.6

MGIC INVESTMENT CORPORATION
EXECUTIVE SEVERANCE PLAN
Effective July 29, 2024

ARTICLE I PURPOSE AND SCOPE

Section 1.01 Purpose of the Plan. This Executive Severance Plan has been established by the Company on July 29, 2024 (the “**Effective Date**”) to provide certain employees with the opportunity to receive severance benefits if terminated under certain circumstances unrelated to a Change in Control and, in the event of a Change in Control, employment and severance protection for a specified period following the Change in Control. The purpose of the Plan is to attract and retain talent and to assure the present and future continuity, objectivity, and dedication of management and to maximize the value of the Company in the event of a Change in Control. The Plan is intended to be a top hat welfare benefit plan under ERISA.

Section 1.02 Non-Duplication of Benefits. If any Participant has in effect a Key Executive Employment and Severance Agreement or similar individual employment agreement (an “**Individual Agreement**”) that provides severance benefits upon a qualifying termination of employment, then the Participant shall be entitled only to the severance benefits provided by such Individual Agreement, and not the benefits described in the Plan, except to the extent the Plan provides more favorable benefits. Except with respect to Individual Agreements or to the extent otherwise provided herein, the Plan supersedes the provisions of any other severance plan or policy that specifically provides the same type or types of benefits as are described herein, such that any Participant covered by this Plan shall only be entitled to the benefits provided hereunder, and shall not be entitled to severance benefits under such other severance plan or policy. In no event shall a Participant be entitled to benefits under both Article IV and Article V; provided that, if a Participant becomes entitled to benefits under Article IV as a result of a termination that is subsequently determined to be a Change in Control Termination qualifying such Participant for benefits under Article V, such Participant shall receive the greater of the benefits provided under Article V or Article IV, without duplication.

ARTICLE II DEFINITIONS

Section 2.01 “Accrued Benefits” collectively refers to the following benefits payable to a Participant upon or following such Participant’s Separation from Service:

- (a) any accrued but unpaid Base Salary which shall be paid on the pay date immediately following the Participant’s Termination Date (or such earlier date required by applicable law) in accordance with the Employer’s customary payroll procedures;
- (b) reimbursement for unreimbursed business expenses properly incurred by the Participant prior to the Termination Date, which shall be subject to and paid in accordance with the Employer’s expense reimbursement policy;
- (c) any and all other cash earned through the Termination Date and deferred at the election of the Participant or pursuant to any deferred compensation plan then in effect;
- (d) any other payments and benefits to which the Participant (or in the event of the Participant’s death, the Participant’s surviving spouse or other beneficiary) may be entitled with respect to service through the Termination Date as compensatory fringe benefits or under any benefit plan of the Employer; and
- (e) any earned but unpaid annual bonus with respect to any completed fiscal year immediately preceding the Participant’s Termination Date, which shall be paid on the otherwise applicable payment date for such bonus.

Section 2.02 “Alternative Award” means an award that:

- (a) Relates to a class of equity that is (or will be within 5 business days following the Change in Control) listed to trade on a recognized securities market;
- (b) Provides the Participant with rights and entitlements substantially equivalent to or better than the rights and entitlements applicable under the replaced equity award, including, but not limited to, identical or better timing and methods of payment, including payment of accrued dividends and all provisions applicable in respect of such equity award that provide for accelerated vesting or continued vesting (in the case of equity awards that vest with respect to the extent to which performance goals have been achieved, if the Change in Control occurs during the course of the performance period applicable to the equity award, then (i) the performance goals shall be deemed to have been achieved at a level equal to the greater of (A) target performance (if no target performance was specified in the granting document, then target performance shall be the probable outcome that was assumed in determining the grant date fair value of such equity awards), (B) performance as measured through the date of the Change in Control, with the total

performance goal adjusted to reflect the portion of the performance period that has lapsed through the date of the Change in Control, or (C) the most recently forecasted performance through the end of the performance period; and (ii) any Alternative Award shall not include a performance objective);

(c) Has substantially equivalent economic value to the equity award (as determined by the Committee as constituted immediately prior to the Change in Control); and

(d) Has terms and conditions which provide that if the Participant's employment is terminated upon or within three years following such Change in Control by the Participant's Employer (other than for Cause) or by the Executive for Good Reason, the Participant's rights under each such Alternative Award shall become fully vested and exercisable; provided, however, that with respect to any equity award that does not qualify for any applicable exemption from the application of Section 409A of the Code, the payment or distribution of the Alternative Award shall only be made at the time otherwise specified under the applicable plan or award agreement under which the Equity Award was granted without regard to the occurrence of the Change in Control (including any six month delay in payment applicable to a "specified employee," as determined in accordance with Section 409A of the Code)).

The economic value of existing performance-based equity awards shall be determined assuming the number of such equity awards that would have vested is based on the greater of (I) target performance (if no target performance was specified in the granting document, then target performance shall be the probable outcome that was assumed in determining the grant date fair value of the equity awards), (II) performance as measured through the date of the Change in Control, with the total performance goal adjusted to reflect the portion of the performance period that has lapsed through the date of the Change in Control, or (III) the most recently forecasted performance through the end of the performance period.

Section 2.03 "Annual Bonus Target Amount" means 100% of the Participant's target annual bonus for the fiscal year in which the Participant's Termination Date occurs; *provided* that if the Participant's target annual bonus for the year has not yet been established as of his or her Termination Date, then the target annual bonus in effect for the immediately preceding year shall apply.

Section 2.04 "Base Salary" means a Participant's annual base salary rate determined prior to any reduction for amounts deferred under Section 401(k) of the Code, under a nonqualified deferred compensation plan or otherwise, or deducted pursuant to a cafeteria plan under Section 125 of the Code. Any reduction in Base Salary that meets the conditions of Sections 2.19(a)(i) or 2.19(b)(i), or any reduction in Base Salary that becomes effective after a Notice of Termination is given, shall not be given effect for purposes of calculating benefits under this Plan.

Section 2.05 "Beneficial Owner" means a Person who is deemed to beneficially own securities because such securities are securities that:

(a) Such Person or any of such Person's affiliates or associates (each as defined in Rule 12b-2 of the General Rules and Regulations under the Securities Act of 1933, as amended (the "Act") ("Affiliates" or "Associates"))

has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, (i) securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities are accepted for purchase, or (ii) securities issuable upon exercise of rights issued pursuant to the terms of a shareholder rights agreement that may be entered into by the Company from time to time, at any time before the issuance of such securities;

(b) Such Person or any of such Person's Affiliates or Associates, directly or indirectly, has the right to vote or dispose of or has "beneficial ownership" of (as determined pursuant to Rule 13d-3 of the General Rules and Regulations under the Act), including pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security under this subsection as a result of an agreement, arrangement or understanding to vote such security if the agreement, arrangement or understanding: (i) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations under the Act and (ii) is not also then reportable on a Schedule 13D under the Act (or any comparable or successor report); or

(c) Are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person's Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy as described in paragraph (b) above) or disposing of any voting securities of the Company.

Section 2.06 "Board" means the Board of Directors of the Company, or any successor thereto.

Section 2.07 "Cause" means, for purposes of this Plan, (a) the engaging by the Participant in intentional conduct not taken in good faith which has caused demonstrable and serious financial injury to the Company or its Affiliates, as evidenced by a determination in a binding and final judgment, order or decree of a court or administrative agency of competent jurisdiction, in effect after exhaustion or lapse of all rights of appeal, in an action, suit or proceeding, whether civil, criminal, administrative or investigative; (b) conviction of a felony (as evidenced by binding and final judgment, order or decree of a court of competent jurisdiction, in effect after exhaustion of all rights of appeal) which substantially impairs the Participant's ability to perform his duties or responsibilities; and (c) subject to the right to cure described in the following sentence, continuing willful and unreasonable refusal by the Participant to perform the Participant's duties or responsibilities (unless significantly changed without the Participant's consent). Notwithstanding the foregoing, the Participant shall have ten (10) days, or such longer period as the Company may determine to be appropriate, to cure any conduct or act, if curable, alleged to provide grounds for termination of the Participant's employment for Cause under this Plan pursuant to clause (c) of the preceding sentence.

Section 2.08 "Change in Control" shall mean the first to occur of the following events with respect to the Company:

(a) Any Person (other than (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under any employee benefit plan of the Company or any of its subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) an entity owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock in the Company ("Excluded Persons")) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates after the Effective Date, pursuant to express authorization by the Board that refers to this exception) representing more than 25% of the total fair market value of the common stock of the Company or representing more than 25% of the total voting power of the common stock of the Company; or

(b) During any 12 consecutive month period, the following individuals cease for any reason to constitute a majority of the number of directors of the Company then serving: (A) individuals who, on the Effective Date, constituted the Board and (B) any new director (other than a director whose initial assumption of office is in connection

with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company), whose appointment or election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then still in office who either were directors on the Effective Date, or whose initial appointment, election or nomination for election as a director which occurred after the Effective Date was approved by such vote of the directors then still in office at the time of such initial appointment, election or nomination who were themselves either directors on the Effective Date or initially appointed, elected or nominated by such majority vote as described above ad infinitum (collectively the "Continuing Directors"); provided, however, that individuals who are appointed to the Board pursuant to or in accordance with the terms of an agreement relating to a merger, consolidation, or share exchange involving the Company (or any direct or indirect subsidiary of the Company) shall not be Continuing Directors for purposes of this Plan until after such individuals are first nominated for election by a vote of at least a majority of the then Continuing Directors and are thereafter elected as directors by the shareholders of the Company at a meeting of shareholders held following consummation of such merger, consolidation, or share exchange; and, provided further, that in the event the failure of any such persons appointed to the Board to be Continuing Directors results in a Change in Control, the subsequent qualification of such persons as Continuing Directors shall not alter the fact that a Change in Control occurred; or

(c) A merger, consolidation or share exchange of the Company with any other entity is consummated or voting securities of the Company are issued in connection with a merger, consolidation or share exchange of the Company (or any direct or indirect subsidiary of the Company) pursuant to applicable stock exchange requirements, other than (i) a merger, consolidation or share exchange which would result in the voting securities of the Company entitled to vote generally in the election of directors outstanding immediately prior to such merger, consolidation or share exchange continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity or any parent thereof entitled to vote generally in the election of directors of such entity or parent outstanding immediately after such merger, consolidation or share exchange, or (ii) a merger, consolidation or share exchange effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than an Excluded Person) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates after Effective Date, pursuant to express authorization by the Board that refers to this exception) representing at least 25% of the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors; or

(d) The consummation of a sale or disposition by the Company of all or substantially all of the Company's assets to a Person (in one transaction or a series of related transactions within any period of 24 consecutive months), other than a sale or disposition by the Company of all or substantially all of the Company's assets to an Excluded Person or to an entity at least 75% of the total value or voting power of which is owned by Persons

in substantially the same proportions as their ownership of the Company immediately prior to such sale. It is understood that in no event shall a sale or disposition of assets be considered to be a sale of substantially all of the assets unless the assets sold or disposed of have a total gross fair market value of at least 40% of the total gross fair market value of all of the Company's assets immediately prior to such sale or disposition.

Section 2.09 "Change in Control Termination" means a Participant's Separation from Service due to either a resignation by the Participant with Good Reason or a separation initiated by the Company other than by reason of death or Disability or for Cause, in any case that occurs during the period beginning 90 days before the Change in Control and ending three (3) years after the date of such Change in Control; *provided* that if the termination occurs during the 90 days preceding the Change in Control then the Participant must reasonably demonstrate that such termination of employment (a) was at the request of a third party who has taken steps reasonably calculated to effect the Change in Control or (b) otherwise arose in connection with or in anticipation of the Change in Control.

Section 2.10 "COBRA" means health care continuation requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the regulations and rulings promulgated thereunder.

Section 2.11 "Code" means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder. Any reference to a specific provision of the Code includes any successor provision thereto.

Section 2.12 "Committee" means the Management Development, Nominating and Governance Committee of the Board or such other committee appointed by the Board to assist the Company in making determinations required under the Plan in accordance with its terms. The Committee may delegate its authority under the Plan to one or more individuals or another committee.

Section 2.13 "Company" means MGIC Investment Corporation. Unless it is otherwise clear from the context, Company shall include all subsidiaries thereof and any Successor.

Section 2.14 "Competitor" means any company (regardless of the form of its organization), including a proprietorship (a) engaged in or preparing to engage in the business of guaranteeing or insuring mortgages on property in the United States, Puerto Rico or Guam, or (b) engaged in or preparing to engage in competition with any other business in which the Company or any Company Affiliate is engaged, in any state or territory of the United States in which the Company or any Company Affiliate is so engaged, but only if such business accounted for at least 10% of the revenues of the Company, on a consolidated basis, during the Relevant Period.

Section 2.15 "Disability" means the Participant is eligible for long-term disability benefits under the Employer's long-term disability plan or eligible for Social Security disability benefits.

Section 2.16 "Eligible Employee" means an employee of the Company or an Affiliate who is on the United States payroll and is employed in any of the following positions: (a) the Chief Executive Officer of the Company, (b) any President or Executive Vice President of the Company, or (c) any Senior Vice President or Vice President of the Company, in each case as determined by the Company. For the avoidance of doubt, Assistant Vice Presidents and Assistant Treasurers of the Company shall not be considered Eligible Employees. If there is any question as to whether an employee is deemed an Eligible Employee for purposes of the Plan, the Committee shall make the determination. Notwithstanding the foregoing, the Committee may designate in writing, that any employee not otherwise described above shall be considered an Eligible Employee hereunder.

Section 2.17 "Employer" means the Company or one of its Affiliates that employs the Participant.

Section 2.18 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations and rulings promulgated thereunder. Any reference to a specific provision of ERISA includes any successor provision thereto.

Section 2.19 "Good Reason" means:

(a) **Qualifying Termination.** For purposes of Article IV in connection with a Qualifying Termination, the occurrence of either of the following, in each case without the Participant's prior written consent: (i) a material diminution in the Participant's Base Salary; or (ii) a relocation of the Participant's principal place of business at the requirement of the Company (excluding any remote work arrangement) that increases the Participant's daily commute by 50 or more miles (to the extent the Participant is required regularly to work at the principal place of business and is not permitted to work on a remote basis to perform a substantial portion of his or her duties). Good Reason shall not exist for a termination of employment unless (x) the Participant provides notice to the Employer of the existence of the condition described in (i) or (ii) above within a period not to exceed 90 days of the initial existence of the condition, (y)

the Employer or the Company fails to cure the condition within 30 days following receipt of such notice and (z) the Participant then resigns within 30 days following the end of such cure period.

(b) **Change in Control Termination.** For purposes of Article V in connection with a Change in Control Termination, the occurrence of any of the following with respect to a Participant: (i) a material diminution in the Participant's Base Salary; (ii) a material diminution in the Participant's authority, duties, or responsibilities; (iii) a change in the location of the Participant's principal place of employment at the requirement of the Company (excluding any remote work arrangement) to a location that is at least 50 miles away from the location of the Participant's principal

place of employment prior to such change (excluding any remote work arrangement), unless such new location is no farther from the Participant's then-current residence than the immediately prior location and unless the Participant is permitted to work on a remote basis to perform a substantial portion of his or her duties; (iv) any other action or inaction that constitutes a material breach by the Company or the Employer of this Plan, including the Successor's refusal or failure to assume the obligations under this Plan in violation of Section 9.03. Good Reason shall not exist for a termination of employment unless (x) the Participant provides notice to the Employer of the existence of the condition described in (i) through (iv) above within a period not to exceed 90 days of the initial existence of the condition, (y) the Employer or the Company fails to cure the condition within 30 days following receipt of such notice and (z) the Participant then resigns within 30 days following the end of such cure period.

Section 2.20 "Participant" means, subject to Section 6.01(d), any Eligible Employee who is or may become entitled to benefits under this Plan.

Section 2.21 "Person" means any individual, firm, partnership, corporation or other entity, including any successor (by merger or otherwise) of such entity, or a group of any of the foregoing acting in concert.

Section 2.22 "Plan" means this MGIC Investment Corporation Executive Severance Plan, as set forth herein, and as the same may from time to time be amended.

Section 2.23 "Poor Performance" means the consistent and documented failure of the Participant to (a) execute successfully the basic responsibilities of the Participant's position or (b) meet performance objectives assigned to Participant, in each case following adequate written notice from or on behalf of the Company and an opportunity to improve. For Poor Performance to be deemed to exist for purposes of this Plan, the Company must have provided written notice to the Participant of a finding of Poor Performance promptly after becoming aware of the existence of the facts or circumstances constituting Poor Performance or in an annual performance review, and the Participant must have been provided a reasonable opportunity to challenge such finding.

Section 2.24 "Post-CIC Employment Period" means the period commencing on the date of a Change in Control and ending at 11:59 p.m. Central Time on the third (3rd) anniversary of such date.

Section 2.25 "Protected Information" means proprietary business and other information of the Company and its Affiliates that is confidential and not generally known to, or readily ascertainable by, Competitors of the Company or its Affiliates including, but not limited to: customer lists (including lists of potential customers); information regarding customer relationships, needs, or practices; information concerning the skills, experience, compensation, incentives and/or evaluations for one or more employees; nonpublic financial information; sources of supply; processes; strategic plans; business methods; investment strategies and plans; sales and marketing plans and materials; future market and product plans; pricing information; models and algorithms; research and development techniques, processes, product development and work processes or methodologies; product analyses; inventions, formulas, or techniques; efficiency data and testing data; technology; drawings, engineering, code, code writing, software and hardware development and platform information; and internal memoranda and policies; provided, however, that information that is (a) generally known to the public or otherwise in the public domain (other than as a result of a breach of this Plan or any agreement or other unlawful means), (b) approved for immediate release by the Company for use and disclosure without restriction, (c) lawfully obtained from third parties who are not bound by a confidentiality agreement with the Company or its Affiliates, (d) independently developed without reliance on other Protected Information, or (e) of a type not otherwise considered confidential by persons engaged in the same or similar business to the Company or its Affiliates is not Protected Information.

Section 2.26 "Qualifying Termination" means a Participant's Separation from Service (a) due to (i) a resignation by the Participant with Good Reason or (ii) a separation initiated by the Company other than for Cause and other than for Poor Performance, (b) not due to the Participant's death or Disability and (c) that is not a Change in Control Termination.

Section 2.27 "Relevant Period" means the twenty-four (24) months prior to the Termination Date.

Section 2.28 "Restricted Products/Services" means products or services that compete with (a) the products or services that were sold, provided, or offered for sale by the Company or any of its Affiliates within the Restricted Territory during the Relevant Period, (b) the products or services that were sold, provided, or offered for sale by the Company or any of its Affiliates in any country of the world, during the Relevant Period, and (c) products or services that were the subject of documented research, development, or pre-production efforts by the Company or any of its Affiliates during the Relevant Period, and, in each case, regarding which the Participant had knowledge of Protected Information or Trade Secrets or personal involvement in customer relationships during the Relevant Period.

Section 2.29 "Restricted Territory" means any state in the continental United States in which Participant was either employed or actively engaged in business operations for the Company or any of its Affiliates during the Relevant Period.

Section 2.30 "Separation from Service" means a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i).

Section 2.31 "Severance Multiplier" is determined using the following table based on the Participant's position immediately prior the Participant's Termination Date (ignoring any change in title that constitutes Good Reason or any change in title occurring after a Notice of Termination is given) and the circumstances of the termination:

Position	Qualifying Termination	Change in Control Termination
Tier I	2.0X	2.0X
Tier II	1.0X	2.0X
Tier III	1.0X	1.0X

Section 2.32 "Successor" means any corporation or unincorporated entity or group of corporations or unincorporated entities which acquires ownership, directly or indirectly, through merger, consolidation, purchase or otherwise, of all or substantially all of the assets of the Company.

Section 2.33 "Termination Date" means, with respect to a Participant, the date on which such Participant experiences a Separation from Service.

Section 2.34 "Tier I Participant" means, unless otherwise determined by the Committee, the Company's Chief Executive Officer.

Section 2.35 "Tier II Participant" means, unless otherwise determined by the Committee, any President or Executive Vice President of the Company.

Section 2.36 "Tier III Participant" means, unless otherwise determined by the Committee, any Senior Vice President or Vice President of the Company.

Section 2.37 "Trade Secrets" means information of the Company, including a formula, pattern, compilation, program, model, device, method, technique or process to which both of the following apply: (a) the information derives independent economic value, actual or potential, from not being known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

ARTICLE III TERMINATION PROCEDURES

Section 3.01 Termination Timing. Nothing in this Plan is intended to constitute a contract of employment. Each Participant shall be considered an "at-will" employee of the Employer. Accordingly, a Participant's employment may be terminated by either the Employer or the Participant at any time and for any reason or for no particular reason, subject to the notice requirements of Section 3.02. The Participant's employment hereunder shall automatically be

terminated upon the Participant's death, and such termination shall not be treated as a termination by the Employer, either with or without Cause.

Section 3.02 Notice of Termination. Any termination of the Participant's employment hereunder by the Employer or by the Participant (other than termination on account of the Participant's death) shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with Section 9.02. Any Notice of Termination by the Employer to the Participant shall specify the applicable date of termination. In the case of a Notice of Termination by the Participant to the Employer, the Notice of Termination must specify the reason for the termination, and the Termination Date shall be thirty (30) days after the date the Notice of Termination is received by the Employer unless the Employer provides an earlier Termination Date in its sole and absolute discretion.

Following a Change in Control, any Notice of Termination by the Company to a Participant, or from a Participant to the Company, shall be in accordance with the following procedures:

(a) If such termination is for Disability, Cause or Good Reason, the Notice of Termination shall indicate in reasonable detail the facts and circumstances alleged to provide a basis for such termination.

(b) If the Notice of Termination is given by the Participant for Good Reason, the Participant may cease performing his or her duties hereunder on or after the date fifteen (15) days after the delivery of Notice of Termination and shall in any event cease employment on the Termination Date. If the Notice is given by the Company, then the Participant may cease performing his duties hereunder on the date of receipt of the Notice of Termination, subject to the Participant's rights hereunder.

(c) The recipient of any Notice of Termination shall personally deliver or mail written notice of any dispute relating to such Notice of Termination to the party giving such Notice of Termination within fifteen (15) days after receipt thereof; provided, however, that if the Participant's conduct or act alleged to provide grounds for termination by the Company for Cause is curable, then such period shall be thirty (30) days. After the expiration of such period without a dispute, the contents of the Notice of Termination shall become final and not subject to dispute.

Section 3.03 Resignation From All Positions. Upon termination of the Participant's employment for any reason, the Participant shall be deemed to have resigned from all positions that the Participant holds as an officer or member of the board (or a committee thereof) of the Company or any of its Affiliates.

Section 3.04 Release. To be eligible to receive the benefits described in Section 4.02 or Section 5.04 (other than the Accrued Benefits), the Participant shall be required to execute, within forty-five (45) days following receipt thereof (such 45-day period, the "**Release Execution Period**"), a release of claims in favor of the Company, its Affiliates and their respective officers and directors, in a form provided by the Company within fifteen (15) days following the Participant's Termination Date, that (i) does not require the Participant to release any rights to payments and benefits described in this Plan, and (ii) does not impose any additional post-employment restrictive covenants on the Participant than applied to the Participant immediately prior to the Termination Date (the "**Release**"), and the Release becoming effective according to its terms. If the Participant does not timely execute the Release, or the Release does not become effective according to its terms, then the Participant shall not be entitled to receive the benefits described in Section 4.02 or 5.04, as applicable.

ARTICLE IV

SEVERANCE FOR QUALIFYING TERMINATIONS UNRELATED TO A CHANGE IN CONTROL

Section 4.01 Participation. Each Eligible Employee shall be considered a Participant for purposes of this Article IV.

Section 4.02 Benefits Upon Qualifying Termination. If a Participant experiences a Qualifying Termination, then the Participant shall receive the Accrued Benefits plus the following benefits:

(a) **Cash Severance.** A lump sum cash payment equal to the product of the Severance Multiplier multiplied by the sum of the Participant's (i) Base Salary as in effect immediately prior to the Participant's Termination Date plus (ii) for Tier I and Tier II Participants only, the Participant's Annual Bonus Target Amount for the year that includes the Participant's Termination Date (the "**Severance Payment**"). The Severance Payment shall be paid within seventy-four (74) days after the Termination Date.

(b) **Pro Rata Bonus for Year of Termination.** A lump sum payment equal to the product of (i) the annual cash performance-based bonus to which the Participant would have been entitled for the fiscal year in which the Participant's Termination Date occurs had the Participant remained employed, based solely on actual Company performance for such fiscal year (without any exercise of negative discretion), multiplied by (ii) a fraction, the numerator of

which is the number of days the Participant was employed by the Employer during the fiscal year of termination and the denominator of which is 365, which shall be paid on the otherwise applicable payment date for such bonus.

(c) **Lump Sum Payment in Lieu of Benefit Continuation.** Provided that the Participant is eligible for and enrolled in one or more of the Company's group medical (including prescription drug), dental and vision coverage (the "**Group Health Coverage**") immediately prior to the Participant's Termination Date, the Participant shall receive a lump-sum payment in an amount equal to the product of (i) eighteen (18) [in the case of a Tier I Participant] or twelve (12) [in the case of a Tier II or Tier III Participant] (the "**Calculation Period**") and (ii) the monthly COBRA premium cost (based on the applicable COBRA rates in effect on the Participant's Termination Date) that would apply to the Participant, based on the coverage in effect immediately prior to the Participant's Separation from Service, if the Participant had elected to continue Group Health Coverage for the Participant and, where applicable, the Participant's eligible dependents; provided that if the Participant is eligible for coverage or benefits under the Company's retiree medical program (the "**Retiree Medical Program**") as in effect from time to time, the lump sum payment under this subsection shall be reduced (but not below zero) by the amount of the allowance to which the Participant is entitled under the Retiree Medical Program during the Calculation Period following the Participant's Termination Date, calculated on the basis of the allowance rates (which shall be the amount of the subsidy being paid by the Company to or on behalf of the Participant) in effect on the Participant's Termination Date. In the event that the allowance under the Retiree Medical Program is reduced or eliminated following the Participant's Termination Date but prior to expiration of the Calculation Period, the Company shall make an equitable adjustment or payment to compensate the Participant for Retiree Medical Program allowances that were taken into account under this subsection but not provided to the Participant. The lump sum payment shall be paid within seventy-four (74) days after the Termination Date. The lump sum payment is not contingent upon the Participant's election of COBRA continuation coverage, and the Participant is not required to apply the lump sum payment toward the cost of medical, dental or vision coverage (whether pursuant to COBRA or otherwise). Receipt of the lump sum payment shall not prevent the Participant from exercising COBRA rights to which the Participant may be entitled under applicable law.

(d) **Outplacement.** Outplacement services for three (3) months, on an individualized basis at a level of service commensurate with the Participant's status with the Company immediately prior to the Termination Date, from an outplacement firm selected by the Company. Such outplacement services must start no later than six (6) months following the Termination Date and the cost to the Company of such services shall not exceed 10% of the Participant's Base Salary.

(e) **Equity Awards.** The treatment of any outstanding equity awards shall be determined in accordance with the terms of the equity plan under which they were granted and the applicable award agreements except to the extent the following results in more favorable treatment to the Participant:

(i) For time-vesting equity awards, such equity awards that are outstanding and unvested as of the Termination Date shall become immediately vested on a pro rata basis, calculated as determined by the Company in its sole and absolute discretion as if the equity awards had ratable vesting over the full service period and Participant's service had continued through, in the case of Tier I Participants, two years following the Termination Date or, in the case of Tier II Participants and Tier III Participants, one year following the Termination Date, and such vested equity awards shall be settled in shares within seventy-four (74) days after the Termination Date.

(ii) For performance-based equity awards, a pro rata portion (calculated in the Company's sole and absolute discretion as if the Participant's service had continued through, in the case of Tier I Participants, two years following the Termination Date or, in the case of Tier II Participants and Tier III Participants, one year following the Termination Date) of such equity awards that are outstanding and unearned as of the Termination Date shall remain eligible to be earned based on actual performance following the end of the applicable performance period.

Section 4.03 Benefits Upon a Termination Other Than a Qualifying Termination. If a Participant's employment is terminated (a) by the Employer for Cause or for Poor Performance, (b) as a result of the Participant's resignation without Good Reason or (c) due to the Participant's death or Disability, then the Participant (or the Participant's estate and/or beneficiaries, as the case may be) shall be entitled to receive only the Accrued Benefits, and the Participant's equity awards shall be treated as provided in the applicable award agreements and plan documents.

ARTICLE V

CHANGE IN CONTROL BENEFITS

Section 5.01 Participation. Each Eligible Employee shall be considered a Participant for purposes of this Article V.

Section 5.02 Employment Protections. With respect to each Participant who is employed immediately prior to a Change in Control, the Participant's employment with the Employer during the Post-CIC Employment Period shall be subject to the following terms and conditions:

(a) **Continued Employment.** The Employer will continue thereafter to employ the Participant during the Post-CIC Employment Period, and the Participant will remain in the employ of the Employer in accordance with and subject to the terms and provisions of this Plan. The foregoing notwithstanding, a Participant may terminate his or her employment for any or no reason during the Post-CIC Employment Period.

(b) **Duties.** During the Post-CIC Employment Period, the Participant (i) shall devote the Participant's best efforts and all of the Participant's business time, attention and skill to the business and affairs of the Employer and (ii) shall be entitled to materially the same job function as held by the Participant at the time of the Change in Control or such other job function or functions as shall be mutually agreed upon in writing by the Participant and the Employer from time to time. The services which are to be performed by the Participant hereunder are to be rendered in the same metropolitan area in which the Participant was employed at the date of such Change in Control (excluding any remote work arrangement), or in such other place or places as shall be mutually agreed upon in writing by the Participant and the Employer from time to time. Any travel incident to the Participant's job function shall not be deemed to result in a breach of the immediately preceding sentence by the Company.

(c) **Compensation.** During the Post-CIC Employment Period, the Participant shall be compensated as follows:

(i) The Participant shall receive, at reasonable intervals (but not less often than monthly) and in accordance with such standard policies as may be in effect immediately prior to the Change in Control, Base Salary in cash equivalent of not less than the Participant's highest Base Salary in effect at any time during the 90-day period immediately prior to the Change in Control, or if prior to the Change in Control, the Employer had approved an increase in such Base Salary to take effect after the Change in Control, at such higher rate beginning on the date on which such increase was to take effect. During the Post-CIC Employment Period, the Committee will consider and appraise, annually, the contributions of the Participant to the Company, and in accordance with the Company's practice prior to the Change in Control, good faith consideration shall be given to the upward adjustment of the Participant's annual Base Salary, annually.

(ii) The Participant shall be reimbursed, at such intervals and in accordance with such standard policies that were in effect at any time during the 90-day period immediately prior to the Change in Control, for any and all monies advanced in connection with the Participant's employment for reasonable and necessary expenses incurred by the Participant on behalf of the Employer, including travel expenses.

(iii) The Participant shall also receive the following fringe benefits:

(A) The Participant and/or the Participant's family, as the case may be, shall be included, to the extent eligible thereunder (which eligibility shall not be conditioned on the Participant's salary grade or on any other requirement which excludes persons of comparable status to the Participant unless such exclusion was in effect for such plan or an equivalent plan at any time during the 90-day period immediately prior to the Change in Control), in any and all plans providing benefits for the Employer's salaried employees in general, including but not limited to group life insurance, hospitalization, medical, and dental.

(B) The Participant shall be included in all plans providing additional benefits to executives of the Employer of comparable status and position to the Participant, including but not limited to deferred compensation, supplemental retirement, and similar or comparable plans, and shall receive fringe benefits made available to executives of the Employer of comparable status and position to the Participant; provided, that the Employer's obligation to include the Participant in bonus and equity-based compensation plans shall be determined by Section 5.02(c)(v) and (vi), respectively.

(C) The aggregate annual value of the benefits made available to the Participant pursuant to this Section 5.02(c)(iii) shall be substantially similar to the highest aggregate annual value of the benefits of the type referred to in such Subsection that were made available to the Participant at any time during the 90-day period immediately prior to the Change in Control.

(iv) The Participant shall annually be entitled to not less than the amount of paid time off and not fewer than the highest number of paid holidays to which the Participant was entitled annually at any time during the 90-day period immediately prior to the Change in Control.

(v) The Participant shall be eligible for bonus compensation as follows:

(A) The Participant shall be included in a bonus plan of the Employer which shall satisfy the standards described below (such plan, the "**Post-Change Bonus Plan**"). Bonuses under the Post-Change Bonus Plan shall be payable annually with respect to achieving such annual financial or other goals reasonably related to the business of the Employer and the role of the Participant as the Employer shall establish (the "**Goals**"), all of which Goals that are determinable under objective standards shall be attainable on an annual basis with approximately the same degree of probability as the comparable goals under the Employer's bonus plan or plans as

in effect at any time during the 90-day period immediately prior to the Change in Control (whether one or more, the "**Pre-Change Bonus Plan**") and in view of the Employer's existing and projected financial and business circumstances applicable at the time such goals for the Pre-Change Bonus Plan were set.

(B) The target and maximum bonus opportunities (the "**Bonus Opportunities**") that the Participant is eligible to earn under the Post-Change Bonus Plan, corresponding to the target and maximum Goals, shall be no less than the Bonus Opportunities the Participant was eligible to earn under the Pre-Change Bonus Plan. The Bonus Opportunities earned shall be paid in cash within 75 days after the end of the related fiscal year.

(vi) The Participant shall be entitled to receive annual grants of equity awards (the "**Post-Change Equity Awards**") that are as favorable to the Participant as the more favorable of the equity awards granted to the Participant in either the year of, or the year immediately preceding, the Change in Control, with respect to the grant date fair value of such awards and the length of vesting periods of such awards, provided that such Post-Change Equity Awards may be offset by value provided through increases to another pay element. In addition, the Post-Change Equity Awards shall either (A) relate to, and be settled in, a class of equity that is listed and traded on a national securities exchange, or (B) be settled in cash, in either case, such settlement to be within 75 days of the end of the applicable

vesting or performance period. For purposes hereof, unless associated with a promotion, any grants made prior to a Change in Control that are designated as special or non-recurring awards shall not be considered in determining the Post-Change Equity Awards.

Section 5.03 Effect of Change in Control on Existing Equity Awards. Upon a Change in Control, unless a more favorable result for the Participant is provided under the applicable equity-based incentive plan document or award agreement, then:

(a) **Assumed or Substituted Awards.** If the Committee reasonably determines in good faith prior to the occurrence of a Change in Control that each equity award then held by the Participant shall be assumed, or new rights substituted therefor, in each case by means of an Alternative Award, by the Participant's employer (or the parent or a subsidiary of such employer) immediately following the Change in Control, then any equity awards then held by the Participant shall be converted to Alternative Awards as of the occurrence of such Change in Control.

(b) **Awards Not Assumed or Substituted.** To the extent Section 5.03(a) does not apply, upon the occurrence of a Change in Control:

(i) All outstanding options to purchase shares of the Company's common stock then held by the Participant shall become fully vested and exercisable.

(ii) All outstanding stock appreciation rights relating to the Company's common stock then held by the Participant shall become fully vested and exercisable.

(iii) All outstanding restricted shares of the Company's common stock or restricted stock units relating to the Company's common stock (A) that vest without reference to the extent to which one or more performance goals are attained shall become fully vested; and (B) that vest with respect to the extent to which performance goals have been achieved shall become vested in an amount calculated by assuming that performance goals have been achieved equal to the greater of (x) target performance (if no target performance was specified in the granting document, then target performance shall be the probable outcome that was assumed in determining the grant date fair value of such equity awards), (y) performance as measured through the date of the Change in Control, with the total performance goal adjusted to reflect the portion of the performance period that has lapsed through the date of the Change in Control, or (z) the most recently forecasted performance through the end of the performance period.

Section 5.04 Post-CIC Severance. If a Participant experiences a Change in Control Termination, then the Participant shall be entitled to receive the Accrued Benefits plus the following benefits:

(a) **Cash Severance.** A cash payment (the "**CIC Severance Payment**") in an amount equal to the product of the Severance Multiplier times the sum of (i) the Participant's Base Salary (as determined as of the time of the Change in Control or, if higher, immediately prior to the date the Notice of Termination is given); (ii) an amount equal to the greatest of (A) the Participant's targeted bonus for the year in which the Termination Date occurs; (B) the bonus the Participant received for the year in which the Change in Control occurred or (C) the bonus the Participant received for the year prior to the year in which the Change in Control occurred (each year described in clauses (B) and (C) is herein referred to as a "**Prior Year**"); plus (iii) an amount equal to the Company's matching contribution under the Company's defined contribution profit sharing and savings plan for, whichever is greater, the year in which the Termination Date occurs or a Prior Year; provided, however, that such amount shall not be less than the severance benefits to which the Participant would

have been entitled under the Company's severance policies and practices in effect immediately prior to the Change in Control. The CIC Severance Payment shall be paid within seventy-four (74) days after the Termination Date. Notwithstanding the foregoing, if the Change in Control Termination occurs before the date of the Change in Control, then the CIC Severance Payment shall be paid within thirty (30) days after the Change in Control, contingent on the Release becoming effective before such date, and shall be reduced by the amount of any Severance Payment already paid, if any, under Section 4.02(a).

(b) Pro Rata Bonus for Year of Termination. At the same time the CIC Severance Payment is made, a lump sum payment, subject to any deferral election, of the bonus or incentive compensation otherwise payable to the

Participant with respect to the year in which the Change in Control Termination occurs under all bonus or incentive compensation plans in which the Participant is a participant, pro-rated to reflect any partial year of service and calculated on the basis of the greater of (i) performance as measured through the Termination Date with the total performance goal adjusted to reflect the portion of the performance period that has lapsed through the Termination Date, or (ii) the most recently forecasted performance through the end of the performance period.

(c) Lump Sum Payment in Lieu of Benefit Continuation. Provided that the Participant is eligible for and enrolled in Group Health Coverage immediately prior to the date the Notice of Termination is given, the Participant shall receive a lump-sum payment in an amount equal to the product of (i) the number of months in the applicable Calculation Period (as defined in Section 4.02(c)), and (ii) the monthly COBRA premium cost (based on the applicable COBRA rates in effect on the Participant's Termination Date) that would apply to the Participant, based on the coverage in effect immediately prior to the date the Notice of Termination is given, if the Participant had elected to continue Group Health Coverage for the Participant and, where applicable, the Participant's eligible dependents; provided that if the Participant is eligible for coverage or benefits under the Retiree Medical Program as in effect from time to time, the lump sum payment under this subsection shall be reduced (but not below zero) by the amount of the allowance to which the Participant will be entitled under the Retiree Medical Program during the Calculation Period, calculated on the basis of the allowance rates (which shall be the amount of the subsidy being paid by the Company to or on behalf of the Participant) in effect on the Participant's Termination Date. In the event that the allowance under the Retiree Medical Program is reduced or eliminated during the Calculation Period, the Company shall make an equitable adjustment or payment to compensate the Participant for Retiree Medical Program allowances that were taken into account under this subsection but not provided to the Participant. The lump sum payment shall be paid within seventy-four (74) days after the Termination Date. The lump sum payment is not contingent upon the Participant's election of COBRA continuation coverage, and the Participant is not required to apply the lump sum payment toward the cost of medical, dental or vision coverage (whether pursuant to COBRA or otherwise). Receipt of the lump sum payment shall not prevent the Participant from exercising COBRA rights to which the Participant may be entitled under applicable law.

(d) Additional Retirement Payment. If the Participant is not fully vested in all accrued benefits under any defined contribution retirement plan of the Employer, the Company shall make a lump sum payment to the Participant in an amount equal to the difference between the fully vested amount of the Participant's account balances under such plan at the Termination Date and the vested amount of such balances at such time.

(e) Advisory Fees. The Company shall reimburse the Participant for up to an aggregate of \$10,000 in (A) tax preparation assistance fees for the tax year in which the CIC Severance Payment is made and (B) fees and expenses of consultants and/or legal or accounting advisors engaged by the Participant to advise the Participant as to matters relating to the computation of the CIC Severance Payment.

(f) Outplacement Services. The Participant shall receive until the end of the second calendar year following the calendar year in which the Participant's Termination Date occurs, at the expense of the Company, outplacement services, on an individualized basis at a level of service commensurate with the Participant's status with the Company immediately prior to the date of the Change in Control (or, if higher, immediately prior to the Participant's Termination Date), provided by a nationally recognized executive placement firm selected by the Company; *provided* that the cost to the Company of such services shall not exceed 10% of the Participant's Base Salary.

(g) Vesting of Equity Awards. Unless a more favorable result for the Participant is provided under the applicable equity-based incentive plan document or award agreement, equity awards shall be treated as follows:

(i) All outstanding options to purchase shares of the Company's common stock then held by the Participant shall become fully vested and exercisable as of the Termination Date.

(ii) All outstanding stock appreciation rights relating to the Company's common stock then held by the Participant shall become fully vested and exercisable as of the Termination Date.

(iii) All outstanding restricted shares of the Company's common stock or restricted stock units relating to the Company's common stock (A) that, as determined as of immediately prior to the Termination Date,

vest without reference to the extent to which one or more performance goals are attained shall become fully vested as of the Termination Date; and (B) that, as determined as of immediately prior to the Termination Date, vest with respect to the extent to which performance goals have been achieved shall become fully vested in an amount calculated by assuming that performance goals have been achieved equal to the greater of (x) target performance (if no target performance was specified in the granting document, then target performance shall be the probable outcome that was assumed in determining the grant date fair value of such equity awards), (y) performance as measured through the Termination Date, with the total performance goal adjusted to reflect the portion of the performance period that has lapsed through the Termination Date, or (z) the most recently forecasted performance through the end of the performance period.

Section 5.05 Other Terminations Following a Change in Control.

(a) **Death.**

(i) Except as provided in Section 5.05(a)(ii), in the event of a Separation from Service during the Post-CIC Employment Period due to the Participant's death, the Participant's estate, heirs and beneficiaries shall receive all the Participant's Accrued Benefits through the Termination Date.

(ii) In the event the Participant dies prior to the Termination Date after a Notice of Termination is given (i) by the Company other than by reason of Disability or Cause, or (ii) by the Participant for Good Reason, the Participant's estate, heirs and beneficiaries shall be entitled to the Accrued Benefits through the Termination Date; a prorated bonus described in Section 5.04(b); and, subject to the provisions of this Plan, to such CIC Severance Payment as the Participant would have been entitled to had the Participant lived, except that the CIC Severance Payment shall be paid within 90 days following the date of the Participant's death, without interest thereon. If the Participant is not fully vested in all accrued benefits under any defined contribution retirement plan of the Employer, the Company shall make a lump sum payment to the Participant's estate in an amount equal to the difference between the fully vested amount of the Participant's account balances under such plan at the Termination Date and the vested amount of such balances at such time; and the Participant's equity awards shall be settled as provided in Section 5.04(h)). For purposes of this paragraph, the Termination Date shall be the earlier of 30 days following the giving of the Notice of Termination, subject to extension pursuant to the definition of Termination of Employment, or one day prior to the end of the Post-CIC Employment Period.

(b) **Disability.** If, during the Post-CIC Employment Period, as a result of the Participant's Disability, the Participant shall have been absent from the Participant's duties hereunder on a full-time basis for a period of six consecutive months and, within thirty days after the Company notifies the Participant in writing that it intends to terminate the Participant's employment (which notice shall not constitute the Notice of Termination contemplated below), the Participant shall not have returned to the performance of the Participant's duties hereunder on a full-time basis, the Company may terminate the Participant's employment for purposes of this Plan pursuant to a Notice of Termination given in accordance with Section 3.02. If the Participant's employment is terminated on account of the Participant's Disability in accordance with this Section 5.05(b), the Participant shall receive the Accrued Benefits and a prorated bonus in accordance with Section 5.04(b) and shall remain eligible for all benefits provided by any long-term disability programs of the Company in effect at the time of such termination.

(c) **All Other Terminations.** If a Participant experiences a Separation from Service during the post-CIC Employment Period for any reason other than a Change in Control Termination or the Participant's death or Disability, then the Participant shall only be entitled to receive the Accrued Benefits.

ARTICLE VI FURTHER OBLIGATIONS OF EXECUTIVE

Section 6.01 Restrictive Covenants. The Participant's entitlement to any benefits under this Plan (other than the Accrued Benefits) following a Qualifying Termination or a Change in Control Termination shall be contingent on the Participant's compliance with the following separate and divisible covenants, except to the extent such covenants are prohibited by applicable law:

(a) The Participant shall not, for a period expiring twelve (12) months after the Termination Date, without the prior written approval of the Board, directly or indirectly solicit or induce, or assist in any manner in the solicitation or inducement of any employee of the Company or its Affiliates in the Restricted Territory who was subject to the Participant's direct supervision or about whom the Participant received any confidential information, in either event during the twelve (12) months prior to the Termination Date, to accept any employment, consulting, contracting or other confidential relationship with any Competitor;

(b) The Participant shall not, for a period expiring twelve (12) months after the Termination Date, without the prior written approval of the Board, solicit, for the purpose of selling Restricted Products/Services, any customer of the Company or its Affiliates in the Restricted Territory to whom the Company or its Affiliates have sold or provided Restricted Products/Services during the Relevant Period, and with whom the Participant had substantial contacts during the Relevant Period, or about whom the Participant received Protected Information or Trade Secrets during the Relevant Period; and

(c) The Participant shall not, for a period expiring twelve (12) months after the Termination Date, without the prior written approval of the Board, participate in the management of or be employed by a Competitor, in either event in any capacity in which the Participant's knowledge of Protected Information or Trade Secrets or personal association with the customers or goodwill of the Company or its Affiliates would reasonably be considered useful, or own any Competitor located in the Restricted Territory, where such Competitor's revenues from any such competitive activities amount to 10% or more of such Competitor's net revenues and sales for its most recently completed fiscal year; provided, however, that nothing in this Section 6.01 shall prohibit the Participant from owning stock or other securities of a Competitor amounting to less than five percent of the outstanding capital stock of such Competitor.

(d) An Eligible Employee shall be provided with a copy of the Plan and shall have at least fourteen (14) calendar days to review the covenants set forth herein. The Eligible Employee shall not become a Participant in the Plan, and the obligations set forth in this Section 6.01 shall not become effective until such fourteen (14)-day period has expired without any objection from the Participant to the covenants set forth in this Section 6.01. Until the Eligible Employee becomes a Participant in the Plan, the Eligible Employee is not entitled to any of the benefits provided under the Plan even if the Eligible Employee's termination of employment would otherwise have constituted a Qualifying Termination or Change in Control Termination.

Section 6.02 Confidentiality and Non-Disparagement.

(a) During the Participant's employment and following the Participant's Termination Date, the Participant shall not use or disclose any Trade Secret of the Company for any purpose for so long as the Trade Secret remains entitled to protection as a trade secret under applicable law. In addition, during the Participant's employment and for two (2) years following the Participant's Termination Date, the Participant shall hold in confidence and not directly or indirectly disclose or use or copy or make lists of any Protected Information of the Company (including that of the Employer), except to the extent authorized in writing by the Board or required by any court or administrative agency, other than to an employee of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Participant of duties as an executive of the Company. All records, files, documents and materials, or copies thereof, relating to the business of the Company which the Participant shall prepare, or use, or come into contact with, shall be and remain the sole property of the Company and shall be promptly returned to the Company upon termination of employment with the Company. The Participant also shall refrain from participating in any activity or making any statements that are calculated to damage, or have the effect of damaging, the business or reputation of the Company, the Company's Affiliates, or any of their officers, directors, employees or agents and shall further refrain from making knowingly false comments to any third parties regarding the Company, or any of the Company's Affiliates, employees, officers, representatives, customers or regulators.

(b) Notwithstanding anything to the contrary in this Plan:

(i) Nothing in this Plan will prohibit, interfere with or discourage a good faith disclosure by the Participant of any Protected Information to any governmental entity related to a suspected violation of the law.

(ii) The Participant will not be held criminally or civilly liable under any federal or state trade secret law for disclosing otherwise protected Trade Secrets and/or other Protected Information as long as the disclosure is made in (A) confidence to a federal, state, or local government official, directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (B) a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal.

(iii) The Company will not retaliate against the Participant in any way for a disclosure made in accordance with applicable law.

(iv) If the Participant makes a disclosure of any Trade Secret or Protected Information in accordance with applicable law and the Participant subsequently files a lawsuit against the Company alleging that the Company retaliated against the Participant because of its disclosure, the Participant may disclose such Trade Secret or Protected Information to the Participant's attorney and may use the same in the court proceeding only if (A) the

Participant ensures that any court filing that includes the Trade Secret or Protected Information at issue is made under seal; and (B) the Participant does not otherwise disclose the Trade Secret or Protected Information except as required by court order.

(v) The Participant's obligations under Section 6.02(a) shall apply only to the extent they are not prohibited by applicable law.

Section 6.03 Reasonableness of Restrictions; Modification. By accepting any benefits pursuant to this Plan or entering into any agreement relating to this Plan's terms, the Participant acknowledges that the restrictions contained in Sections 6.01 and 6.02, including their geographic scope, activity restrictions, and duration, are reasonable limitations considering the competitive context of the Company's and its Affiliates' activities. The Participant also acknowledges that the obligations set out in Sections 6.01 and 6.02 of this Plan are fair and reasonable, do not impose a greater restraint than necessary to protect the Company's and its Affiliates' legitimate business interests, and do not prevent the Participant from earning a living by performing the Participant's art or trade. The Participant also acknowledges that the obligations set forth in Sections 6.01 and 6.02 constitute distinct obligations that are separate from each other and, consequently, should one of these obligations be declared null, void, or unenforceable and incapable of modification, it shall no longer be considered part of this Plan, and all other obligations, shall continue to apply. Where permitted by applicable law, and to the fullest extent permitted by such law, a court, arbitrator, or other governmental entity shall be empowered to modify any overbroad, void, or otherwise unenforceable provision of Sections 6.01 and 6.02 to the extent necessary to render it permissible and enforceable under the applicable law.

Section 6.04 Remedies for Breach. Participant's failure to comply with the obligations set forth in Sections 6.01 and 6.02 would cause the Company serious and irreparable harm likely to render any final judgment ineffective and for which there is no adequate remedy at law. Consequently, in the event of a breach or threatened breach of Sections 6.01 and 6.02, the Company may immediately institute the appropriate proceedings in order to obtain a provisional, temporary, preliminary, interlocutory, or permanent injunction, without having to provide a bond or other security, and without prejudice to the Company's right to claim monetary damages or seek such other remedies which may be available.

ARTICLE VII TAXES AND WITHHOLDINGS

Section 7.01 Withholdings. The Company or Employer, as the case may be, shall be entitled to withhold from amounts to be paid to the Participant hereunder any federal, state or local withholding or other taxes or amounts which it is from time to time required by law to withhold.

Section 7.02 Code Section 409A.

(a) **General.** The benefits payable under this Plan are intended to either meet the requirements of the "short-term deferral" exception, the "separation pay" exception and other exceptions under Code Section 409A or, to the extent such exceptions are not applicable, comply with Code Section 409A, and shall be interpreted, to the

maximum extent possible, consistent with such intent. The provisions of Code Section 409A are incorporated herein by reference to the extent necessary to make any benefit due hereunder comply therewith, and, notwithstanding anything to the contrary herein, benefits hereunder shall be provided at the time established under an Individual Agreement to the extent required for compliance with Code Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Plan comply with Code Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Participant on account of the terms of this Plan not complying with Code Section 409A.

(b) **Six Month Delay.** Notwithstanding any provision of the Plan to the contrary, if the Participant is a "specified employee" as defined in Code Section 409A, then the payment of any amount or provision of any benefit that is considered "nonqualified deferred compensation" that is not exempt from Code Section 409A shall be paid no earlier than the first payroll date to occur following the six-month anniversary of Participant's Termination Date. No interest shall accrue as a result of any such delay.

Section 7.03 Parachute Payment Excise Tax.

(a) **Determination of Whether Excise Tax Applies.** Notwithstanding any other provision of this Plan, if any portion of the benefits due under this Plan, or under any agreement or plan of the Company or its Affiliates (in the aggregate, "**Total Payments**"), would constitute an "excess parachute payment" and would, but for this Section 7.03, result in the imposition on the Participant of an excise tax under Code Section 4999, then the Total Payments to be made to the Participant shall either be (i) delivered in full, or (ii) delivered in such amount so that no portion of such Total Payment would be subject to the Excise Tax, whichever of the foregoing results in the receipt by the Participant of the greatest benefit on an after-tax basis (taking into account the

applicable federal, state and local income taxes and the excise tax). If clause (ii) results in a greater after-tax benefit to the Participant, then the payments or benefits included in the Total Payments shall be reduced or eliminated by applying the following principles, in order: (A) the payment or benefit with the higher ratio of the parachute payment value to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a payment or benefit with a lower ratio; (B) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (C) cash payments shall be reduced prior to non-cash benefits; *provided* that if the foregoing order of reduction or elimination would violate Code Section 409A, then the reduction shall be made pro rata among the payments or benefits included in the Total Payments (on the basis of the relative present value of the parachute payments).

(b) **Procedures.** Upon the reasonable request of either party, the Participant and the Company, at the Company's expense, shall engage a nationally recognized public accounting firm (the "**Auditor**"), selected by the Company and reasonably acceptable to the Participant, to make the determination (which need not be unqualified) described above. The determination of the Auditor shall be addressed to the Company and the Participant and shall be binding upon the Company and the Participant unless such determination is adjusted after an IRS audit. If the Auditor so requests, the Company shall obtain, at the Company's expense, and the Auditor may rely on, the advice of a firm of recognized executive compensation consultants for any matters relevant to such determination.

(c) **Costs of Determinations.** The Company agrees to bear all costs associated with, and to indemnify and hold harmless, the Auditor of and from any and all claims, damages, and expenses resulting from or relating to its determinations pursuant to this Section 7.03, except for claims, damages or expenses resulting from the gross negligence or willful misconduct of such firm.

ARTICLE VIII

ADMINISTRATION, AMENDMENT AND TERMINATION

Section 8.01 Administration; Discretion. The Committee shall have the full power, authority and discretion to construe, interpret and administer the Plan, to make factual determinations, to correct deficiencies therein, and to supply omissions. The Committee may adopt such rules and regulations and may make such decisions as it deems necessary or desirable for the proper administration of the Plan. Any decisions, actions or interpretations to be made

under the Plan by the Committee or the Board, or any other person or committee acting on behalf of either, shall be made in each of their respective sole discretion, and need not be uniformly applied to similarly situated individuals except as required by ERISA, and such decisions, actions or interpretations shall be final, binding and conclusive. As a condition of participating in the Plan, each Participant acknowledges that (i) all decisions and determinations of the Committee and the Board and any of their delegates shall be final and binding on the Participant, his or her beneficiaries and any other person having or claiming an interest under the Plan on his or her behalf, and (ii) in the event of a court or administrative review, the arbitrary and capricious standard of review shall apply.

Section 8.02 Amendment, Suspension and Termination. Except as otherwise provided in this Section 8.02, the Committee or its delegate shall have the right, at any time and from time to time, to amend, suspend or terminate the Plan in whole or in part, for any reason or without reason, and without either the consent of or the prior notification to any Participant, by a formal written action. Notwithstanding the foregoing, in no event shall any such action that would adversely affect the rights hereunder of a Participant be given effect without such Participant's written consent until twelve (12) months after such action. Notwithstanding anything to the contrary herein, after the occurrence of a Change in Control, (a) any termination or suspension of the Plan during the three (3) year period following the Change in Control will not be applicable to Eligible Employees who are employed on the date of the Change in Control, and (b) no amendment during the three (3) year period following the Change in Control shall adversely affect any right of a Participant or Eligible Employee without the written consent of such Participant or Eligible Employee.

Section 8.03 Duration. The Plan shall continue in full force and effect until the earlier of (a) termination of the Plan pursuant to Section 8.02 or (b) the third anniversary of a Change in Control; *provided, however*, that after the termination of the Plan, if any Participant terminated employment prior to the termination of the Plan and is still entitled to receive payments or benefits hereunder, then the Plan shall remain in effect with respect to such Participant until all of such obligations are satisfied.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Nonalienation of Benefits. None of the payments, benefits or rights of any Participant shall be subject to any claim of any creditor of any Participant, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment (if permitted under applicable law), trustee's process, or any other legal or equitable process available to any creditor of such Participant. No Participant shall

have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments that he or she may expect to receive, contingently or otherwise, under this Plan.

Section 9.02 Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by overnight express courier service. In the case of the Participant, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to the Committee, care of the Company's Secretary, at the address for the Company's headquarters.

Section 9.03 Successors and Assigns. Any Successor shall be required to execute a written agreement assuming this Plan and expressly agreeing to perform the obligations under this Plan. Except as provided in this Section 9.03, this Plan shall not be assignable by the Company. This Plan shall not be terminated by the voluntary or involuntary dissolution of the Company.

Section 9.04 Set-Off. To the extent permitted under Code Section 409A, the Committee reserves the right to make deductions in accordance with applicable law for any monies owed to the Employer by the Participant or the value of Employer property that the Participant has retained in his or her possession; *provided, however*, that no such deductions shall be made to amounts due under Article V.

Section 9.05 No Mitigation. Participants shall not be required to mitigate the amount of any severance payments or other benefits provided for in this Plan by seeking other employment or otherwise, nor shall the amount of any severance payments or other benefits provided for herein be reduced by any compensation earned by other

employment or otherwise, except as otherwise expressly provided herein (including but not limited to adjustments of the COBRA benefit) or if the Participant is re-employed by the Company or any of its Affiliates, in which case severance payments or benefits not yet paid or provided shall cease.

Section 9.06 No Contract of Employment. Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Eligible Employee or any person whosoever, the right to be retained in the service of the Company or the Employer, and all Eligible Employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

Section 9.07 Severability of Provisions. If any provision of this Plan shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

Section 9.08 Heirs, Assigns, and Personal Representatives. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of the Participant, present and future.

Section 9.09 Headings and Captions. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 9.10 Gender and Number. Where the context admits, words in any gender shall include any other gender, and, except where otherwise clearly indicated by context, the singular shall include the plural, and vice-versa.

Section 9.11 Unfunded Plan. Except as otherwise expressly provided herein, the Plan shall not be funded and all payments due hereunder will be paid from the general assets of the Company.

Section 9.12 Payments to Incompetent Persons. Any benefit payable to or for the benefit of an incompetent person or other person incapable of receipting therefor shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Company, the Committee and all other interested parties with respect thereto.

Section 9.13 Consultation with Counsel. The Company advises the Participant to consult with an attorney before signing any agreement related to this Plan. It is understood and agreed that the Participant will be solely responsible for any and all costs and attorneys' fees incurred by the Participant due to any such consultation.

Section 9.14 Governing Law; Dispute Resolution.

(a) **Governing Law.** This Plan shall be governed by and construed in accordance with the laws of the State of Wisconsin to the extent not superseded by federal law, without reference to conflict of laws principles thereof.

(b) **Dispute Resolution; Time Limit on Claims.** Except for any claims for violation of any provision of Section 6.01 and 6.02 of this Plan for which injunctive relief may be sought and any claim that cannot, by law, be subject to mandatory arbitration, any dispute arising out of this Plan shall be determined by arbitration under the Commercial Arbitration Rules (and not the National Rules for Resolution of Employment Disputes) of the American Arbitration Association then in effect. The venue for the arbitration or litigation shall be Milwaukee, Wisconsin or, at the Participant's election, if the Participant is not then residing or working in the Milwaukee, Wisconsin metropolitan area, in the judicial district encompassing the city in which the Participant resides; *provided, that*, if the Participant is not then residing in the United States, the election of the Participant with respect to such venue shall be either Milwaukee, Wisconsin or in the judicial district encompassing that city in the United States among the thirty (30) cities having the largest population (as determined by the most recent United States Census data available at the Termination Date) which is closest to the Participant's residence. The arbitrator shall prepare a decision explaining in reasonable detail the basis for any award, and judgement upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Pending resolution of any dispute, the Participant shall continue to receive all payments and benefits due under this Plan or otherwise, except to the extent that the arbitrator otherwise provides. Notwithstanding the foregoing, nothing herein shall prevent any party from seeking and obtaining a temporary restraining order or

preliminary injunctive relief from any court of competent jurisdiction to preserve the status quo or prevent any irreparable harm pending the arbitration of the underlying claim, dispute, and/or controversy. No arbitration claim, legal action or other proceeding may be brought or commenced by or on behalf of a Participant (or any beneficiary of the Participant) with respect to this Plan more than one (1) year after the later of (i) the last date on which the act or omission giving rise to the claim, legal action or proceeding occurred, or (ii) the date on which the individual or entity bringing the claim, legal action or proceeding had knowledge (or reasonably should have had knowledge) of the act or omission.

(c) **Reimbursement of Expenses.** If, after a Change in Control, (i) a dispute arises with respect to the enforcement of the Participant's rights under this Plan, (ii) any arbitration proceeding shall be brought to enforce or interpret any provision contained herein or to recover damages for breach hereof, or (iii) any legal proceeding shall be brought with respect to the arbitration provisions hereof, in each case so long as, and to the extent that, the Participant prevails in such proceeding, the Participant shall recover from the Company the reasonable attorneys' fees and necessary costs and disbursements incurred as a result of the dispute, arbitration or legal proceeding as to which the Participant has prevailed ("**Expenses**"), and prejudgment interest on any arbitration award obtained by the Participant calculated at the rate of interest announced by U.S. Bank National Association, Milwaukee, Wisconsin from time to time at its prime or base lending rate from the date that payments to him or her should have been made under this Plan. Within ten (10) days after the Participant's written request therefor (but in no event later than the end of the calendar year following the calendar year in which such Expense is incurred), the Company shall reimburse the Participant, or such other person or entity as the Participant may designate in writing to the Company, the Expenses. Any dispute as to the reasonableness of the Expenses incurred, or the extent to which the Participant has prevailed, shall be resolved by the arbitrator.

Exhibit 31.1
CERTIFICATIONS

I, Timothy J. Mattke, certify that:

1. I have reviewed this quarterly report on Form 10-Q of MGIC Investment Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

- a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2024 July 31, 2024

/s/ Timothy J. Mattke
 Timothy J. Mattke
 Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Nathaniel H. Colson, certify that:

- 1. I have reviewed this quarterly report on Form 10-Q of MGIC Investment Corporation;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2024 July 31, 2024

/s/ Nathaniel H. Colson

Nathaniel H. Colson

Chief Financial Officer and Chief Risk Officer

Exhibit 32

SECTION 1350 CERTIFICATIONS

The undersigned, Timothy J. Mattke, Chief Executive Officer of MGIC Investment Corporation (the "Company"), and Nathaniel H. Colson, Chief Financial Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S. C. Section 1350, that to our knowledge:

- (1) the Quarterly Report on Form 10-Q of the Company for the three months ended March 31, 2024 June 30, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 1, 2024 July 31, 2024

/s/ Timothy J. Mattke

Timothy J. Mattke

Chief Executive Officer

/s/ Nathaniel H. Colson

Nathaniel H. Colson

Chief Financial Officer and Chief Risk Officer

Exhibit 99

Risk Factors

Risk Factors included in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023, as supplemented by Part II, Item 1A of our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, June 30, 2024, and through updating of various statistical and other information.

As used below, "we," "our" and "us" refer to MGIC Investment Corporation's consolidated operations or to MGIC Investment Corporation, as the context requires; and "MGIC" refers to Mortgage Guaranty Insurance Corporation.

Risk Factors Relating to Global Events

Wars and/or other global events may adversely affect the U.S. economy and our business.

Wars and/or other global events may result in increased inflation rates, strained supply chains, and increased volatility in the domestic and global financial markets. Wars and/or other global events have in the past and may continue to impact our business in various ways, including the following which are described in more detail in the remainder of these risk factors:

- The terms under which we are able to obtain quota share reinsurance ("QSR") and/or excess-of-loss ("XOL") reinsurance through the insurance-linked notes ("ILN") market and the traditional reinsurance market may be negatively impacted and terms under which we are able to access those markets in the future may be limited or less attractive.
- The risk of a cybersecurity incident that affects our company may increase.
- Wars may negatively impact the domestic economy, which may increase unemployment and inflation, or decrease home prices, in each case leading to an increase in loan delinquencies.
- The volatility in the financial markets may impact the performance of our investment portfolio and our investment portfolio may include investments in companies or securities that are negatively impacted by wars and/or other global events.

Risk Factors Relating to the Mortgage Insurance Industry and its Regulation

Downturns in the domestic economy or declines in home prices may result in more homeowners defaulting and our losses increasing, with a corresponding decrease in our returns.

Losses result from events that reduce a borrower's ability or willingness to make mortgage payments, such as unemployment, health issues, changes in family status, and decreases in home prices that result in the borrower's mortgage balance exceeding the net value of the home. A deterioration in economic conditions, including an increase in unemployment, generally increases the likelihood that borrowers will not have sufficient income to pay their mortgages and can also adversely affect home prices.

High levels of unemployment may result in an increasing number of loan delinquencies and an increasing number of insurance claims; however, unemployment is difficult to predict as it may be impacted by a number of factors, including the health of the economy, and wars and other global events.

The seasonally-adjusted Purchase-Only U.S. Home Price Index of the Federal Housing Finance Agency (the "FHFA"), which is based on single-family properties whose mortgages have been purchased or securitized by Fannie Mae or Freddie Mac, indicates that home prices increased 1.2% .3% nationwide in February, April, 2024 compared to January, 2024. March, 2024, but were unchanged from April to May 2024. Although the 12 month change in home prices recently reached historically high rates, the rate of growth is moderating: it increased by 6.7% 1.6% in 2023, the first 5 months of 2024, after increasing 6.7%, 6.8%, and 17.8% in 2023, 2022, and 2021, respectively. The national average price-to-income ratio exceeds its historical average, in part as a result of recent home price appreciation outpacing increases in income. Affordability issues can put downward pressure on home prices. A decline in home prices may occur even absent a deterioration in economic conditions due to declines in demand for homes, which in turn may result from changes in buyers' perceptions of the potential for future appreciation, restrictions on and the cost of mortgage credit due to more stringent underwriting standards, higher interest rates, changes to the tax deductibility of mortgage interest, decreases in the rate of household formations, or other factors.

Changes in the business practices of Fannie Mae and Freddie Mac ("the GSEs"), federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses.

The substantial majority of our new insurance written ("NIW") is for loans purchased by the GSEs; therefore, the business practices of the GSEs greatly impact our business. In 2022 the GSEs each published Equitable Housing Finance Plans ("Plans"). Updated Plans were subsequently published by the GSEs in April 2023, the spring of 2024. The Plans seek to advance equity in housing finance over a three-year period and include potential changes to the GSEs' business practices and

policies. Specifically relating to mortgage insurance, (1) Fannie Mae's Plan includes the creation of

special purpose credit program(s) ("SPCPs") targeted to historically underserved borrowers and the support of locally-controlled SPCPs with a goal of lowering costs for such borrowers through lower than standard mortgage insurance requirements; and (2) Freddie Mac's Plan includes plans to work with mortgage insurers to look for ways to lower mortgage costs, the creation of SPCPs targeted to historically underserved borrowers, and the planned purchase of loans originated through lender-created SPCPs. To the extent the business practices and policies of the GSEs regarding mortgage insurance coverage, costs and cancellation change, including more broadly than through SPCPs, such changes may negatively impact the mortgage insurance industry and our financial results.

Other business practices of the GSEs that affect the mortgage insurance industry include:

- The GSEs' private mortgage insurer eligibility requirements ("PMIERS"), the financial requirements of which are discussed in our risk factor titled "We may not continue to meet the GSEs' private mortgage insurer eligibility requirements and our returns may decrease if we are required to maintain more capital in order to maintain our eligibility."
- The capital and collateral requirements for participants in the GSEs' alternative forms of credit enhancement discussed in our risk factor titled "The amount of insurance we write could be adversely affected if lenders and investors select alternatives to private mortgage insurance or are unable to obtain capital relief for mortgage insurance."
- The level of private mortgage insurance coverage, subject to the limitations of the GSEs' charters, when private mortgage insurance is used as the required credit enhancement on low down payment mortgages (the GSEs generally require a level of mortgage insurance coverage that is higher than the level of coverage required by their charters; any change in the required level of coverage will impact our new risk written).
- The amount of loan level price adjustments and guaranty fees (which result in higher costs to borrowers) that the GSEs assess on loans that require private mortgage insurance. The requirements of the new GSE capital framework may lead the GSEs to increase their guaranty fees. In addition, the FHFA has indicated that it is reviewing the GSEs' pricing in connection with preparing them to exit conservatorship and to ensure that pricing subsidies benefit only affordable housing activities.

- Whether the GSEs select or influence the mortgage lender's selection of the mortgage insurer providing coverage.
- The underwriting standards that determine which loans are eligible for purchase by the GSEs, which can affect the quality of the risk insured by the mortgage insurer and the availability of mortgage loans.
- The terms on which mortgage insurance coverage can be canceled before reaching the cancellation thresholds established by law and the business practices associated with such cancellations. If the GSEs or other mortgage investors change their practices regarding the timing of cancellation of mortgage insurance due to home price appreciation, policy goals, changing risk tolerances or otherwise, we could experience an unexpected reduction in our insurance in force ("IIF"), which would negatively impact our business and financial results. For more information, see the above discussion of the GSEs' Equitable Housing Plans and our risk factor titled *"Changes in interest rates, house prices or mortgage insurance cancellation requirements may change the length of time that our policies remain in force."*
- The programs established by the GSEs intended to avoid or mitigate loss on insured mortgages and the circumstances in which mortgage servicers must implement such programs.
- The terms that the GSEs require to be included in mortgage insurance policies for loans that they purchase, including limitations on the rescission rights of mortgage insurers.
- The extent to which the GSEs intervene in mortgage insurers' claims paying practices, rescission practices or rescission settlement practices with lenders.
- The maximum loan limits of the GSEs compared to those of the Federal Housing Administration ("FHA") and other investors.
- The benchmarks established by the FHFA for loans to be purchased by the GSEs, which can affect the loans available to be insured. In December 2021, the FHFA established the benchmark levels for 2022-2024 purchases of low-income home mortgages, very low-income home mortgages and low-income refinance mortgages, each of which exceeded the 2021 benchmarks. The FHFA also established two new sub-goals: one targeting minority communities and the other targeting low-income neighborhoods.

The FHFA has been the conservator of the GSEs since 2008 and has the authority to control and direct their operations. Given that the Director of the FHFA is removable by the President at will, the agency's agenda, policies and actions are influenced by the then-current administration. The increased role that the federal government has assumed in the residential housing finance system through the GSE conservatorships may increase the likelihood

that the business practices of the GSEs change, including through administration changes and actions. Such changes

could have a material adverse effect on us. The GSEs also possess substantial market power, which enables them to influence our business and the mortgage insurance industry in general.

It is uncertain what role the GSEs, FHA and private capital, including private mortgage insurance, will play in the residential housing finance system in the future. The timing and impact on our business of any resulting changes are uncertain. For changes that would require Congressional action to implement it is difficult to estimate when Congressional action would be final and how long any associated phase-in period may last.

We may not continue to meet the GSEs' private mortgage insurer eligibility requirements and our returns may decrease if we are required to maintain more capital in order to maintain our eligibility.

We must comply with a GSE's PMIERS to be eligible to insure loans delivered to or purchased by that GSE. The PMIERS include financial requirements, as well as business, quality control and certain transaction approval requirements. The PMIERS provide that the GSEs may amend any provision of the PMIERS or impose additional requirements with an effective date specified by the GSEs.

The financial requirements of the PMIERS require a mortgage insurer's "Available Assets" (generally only the most liquid assets of an insurer) to equal or exceed its "Minimum Required Assets" (which are generally based on an insurer's book of risk in force and calculated from tables of factors with several risk dimensions, reduced for credit given for risk ceded under reinsurance agreements).

Based on our interpretation of the PMIERS, as of **March 31, 2024** **June 30, 2024**, MGIC's Available Assets totaled **\$5.9 billion** **\$5.8 billion**, or **\$2.5 billion** **\$2.4 billion** in excess of its Minimum Required Assets. MGIC is in compliance with the PMIERS and eligible to insure loans purchased by the GSEs. Our **"Minimum Minimum Required Assets" Assets** reflect a credit for risk ceded under our QSR and XOL reinsurance transactions, which are discussed in our risk factor titled *"Our underwriting practices and the mix of business we write affects our Minimum Required Assets under the PMIERS, our premium yields and the likelihood of losses occurring."* The calculated credit for XOL reinsurance transactions under PMIERS is generally based on the PMIERS requirement of the covered loans and the attachment and detachment points of the coverage, all of which fluctuate over time. PMIERS credit is generally not given for the reinsured risk above the PMIERS requirement. The GSEs have discretion to further limit reinsurance credit under the PMIERS. Refer to "Consolidated Results of Operations – Reinsurance Transactions" in Part I, Item 2 of our Quarterly Report on Form 10-Q for information about the calculated PMIERS credit for our XOL transactions. There is a risk we will not receive our current level of credit in future periods for ceded risk. In addition, we may not receive the same level of credit under future reinsurance transactions that we receive under existing transactions. If MGIC is not allowed certain levels of credit under the PMIERS, under certain circumstances, MGIC may terminate the reinsurance transactions without penalty.

The PMIERS generally require us to hold significantly more Minimum Required Assets for delinquent loans than for performing loans and the Minimum Required Assets required to be held increases as the number of payments missed on a delinquent loan increases. If the number of loan delinquencies increases for reasons discussed in these risk factors, or otherwise, it may

cause our Minimum Required Assets to exceed our Available Assets. We are unable to predict the ultimate number of loans that will become delinquent.

If our Available Assets fall below our Minimum Required Assets, we would not be in compliance with the PMIERS. The PMIERS provide a list of remediation actions for a mortgage insurer's non-compliance, with additional actions possible in the GSEs' discretion. At the extreme, the GSEs may suspend or terminate our eligibility to insure loans purchased by them. Such suspension or termination would significantly reduce the volume of our NIW, the substantial majority of which is for loans delivered to or purchased by the GSEs.

Should capital be needed by MGIC in the future, capital contributions from our holding company may not be available due to competing demands on holding company resources.

Because loss reserve estimates are subject to uncertainties, paid claims may be substantially different than our loss reserves.

When we establish case reserves, we estimate our ultimate loss on delinquent loans by estimating the number of such loans that will result in a claim payment (the "claim rate"), and further estimating the amount of the claim payment (the "claim severity"). Changes to our claim rate and claim severity estimates could have a material impact on our future results, even in a stable economic environment. Our estimates incorporate anticipated cures, loss mitigation activity, rescissions and curtailments. The establishment of loss reserves is subject to inherent uncertainty and requires significant judgment by management. Our actual claim payments may differ substantially from our loss reserve estimates. Our estimates could be affected by several factors, including a change in regional or national economic conditions as discussed in these risk factors and a change in the length of time loans are delinquent before claims are received. Generally, the longer a loan is delinquent before a claim is received, the greater the severity. Foreclosure moratoriums and forbearance programs increase the average time it takes to receive claims. Economic conditions may differ from region to region. Information about the geographic dispersion of our risk in force and delinquency inventory can be found in our Annual Reports on Form 10-K and our Quarterly Reports on Form 10-Q. Losses incurred generally follow a seasonal trend in which the second half of the year has weaker credit performance

than the first half, with higher new default notice activity and a lower cure rate. The Covid-19 pandemic and subsequent governmental response temporarily disrupted that seasonality but it appears to be returning.

We are subject to comprehensive regulation and other requirements, which we may fail to satisfy.

We are subject to comprehensive regulation, including by state insurance departments. Many regulations are designed for the protection of our insured policyholders and consumers, rather than for the benefit of investors. Mortgage insurers, including MGIC, have in the past been involved in litigation and regulatory actions related to alleged violations of the anti-referral fee provisions of the Real Estate Settlement Procedures Act ("RESPA"), and the notice provisions of the Fair Credit Reporting Act ("FCRA"). While these proceedings in the aggregate did not result in material liability for MGIC, there can be no assurance that the outcome of future proceedings, if any, under these laws or others would not have a material adverse effect on us.

We provide contract underwriting services, including on loans for which we are not providing mortgage insurance. These services are subject to federal and state regulation. Our failure to meet the standards set forth in the applicable regulations would subject us to potential regulatory action. To the extent that we are construed to make independent credit decisions in connection with our contract underwriting activities, we also could be subject to increased regulatory requirements under the Equal Credit Opportunity Act ("ECOA"), FCRA, and other laws. Under relevant laws, examination may also be made of whether a mortgage insurer's underwriting decisions have a disparate impact on persons belonging to a protected class in violation of the law.

Although their scope varies, state insurance laws generally grant broad supervisory powers to agencies or officials to examine insurance companies and enforce rules or exercise discretion affecting almost every significant aspect of the insurance business, including payment for the referral of insurance business, premium rates and discrimination in pricing, and minimum capital requirements. The increased use, by the private mortgage insurance industry, of risk-based pricing systems that establish premium rates based on more attributes than previously considered, and of algorithms, artificial intelligence and data and analytics, has led to additional regulatory scrutiny of premium rates and of other matters such as discrimination in pricing and underwriting, data privacy and access to insurance. For more information about state capital requirements, see our risk factor titled "*State capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis.*" For information about regulation of data privacy, see our risk factor titled "*We could be materially adversely affected by a cybersecurity breach or failure of information security controls.*" For more details about the various ways in which our subsidiaries are regulated, see "Business - Regulation" in Item 1 of our Annual Report on Form 10-K for the year ended December 31, 2023.

While we have established policies and procedures to comply with applicable laws and regulations, many such laws and regulations are complex and it is not possible to predict the eventual scope, duration or outcome of any reviews or investigations nor is it possible to predict their effect on us or the mortgage insurance industry.

Pandemics, hurricanes and other disasters may impact our incurred losses, the amount and timing of paid claims, our inventory of notices of default and our Minimum Required Assets under PMIERS.

Pandemics and other disasters, such as hurricanes, tornadoes, earthquakes, wildfires and floods, or other events related to climate change, could trigger an economic downturn in the affected areas, or in areas with similar risks, which could result in a decrease in home prices and an increased claim rate and claim severity in those areas. Due to the increased frequency and severity of natural disasters, some homeowners' insurers are withdrawing from certain states or areas that they deem to be high risk. Even though we do not generally insure losses related to property damage, the inability of a borrower to obtain hazard and/or flood insurance, or the increased cost of such insurance, could lead to a decrease in home prices in the affected areas and an increase in delinquencies and our incurred losses.

Pandemics and other disasters could also lead to increased reinsurance rates or reduced availability of reinsurance. This may cause us to retain more risk than we otherwise would retain and could negatively affect our compliance with the financial requirements of State Capital Requirements and the PMIERS.

The PMIERS require us to maintain significantly more "Minimum Required Assets" for delinquent loans than for performing loans. See our risk factor titled "*We may not continue to meet the GSEs' private mortgage insurer eligibility requirements and our returns may decrease if we are required to maintain more capital in order to maintain our eligibility.*"

FHFA is working to incorporate climate risk considerations into its policy development and processes. The FHFA has also instructed the GSEs to designate climate change as a priority concern and actively consider its effects in their decision making. In 2022, FHFA has established internal working groups and a steering committee in order to ensure that the GSEs are accounting for the risks associated with climate change and natural disasters. In May 2024, FHFA published an advisory bulletin highlighting the need for the GSEs to establish, as appropriate, risk management practices that identify, assess, control, monitor and report climate-related risks, and the GSEs need to have appropriate risk management of climate risk policies, standards, procedures, controls and reporting systems in place. It is possible that efforts to manage these risks by the FHFA, GSEs (including through GSE guideline or mortgage insurance policy changes) or others could

materially impact the volume and characteristics of our NIW (including its policy terms), home prices in certain areas and defaults by borrowers in certain areas.

Reinsurance may be unavailable at current levels and prices, and/or the GSEs may reduce the amount of capital credit we receive for our reinsurance transactions.

We have in place QSR and XOL reinsurance transactions providing various amounts of coverage on our risk in force as of **March 31, 2024** **June 30, 2024**. Refer to Part 1, Note 4 – “Reinsurance” and Part 1, Item 2 “Consolidated Results of Operations – Reinsurance Transactions” of our Quarterly Report on Form 10-Q, for more information about coverage under our reinsurance transactions. The reinsurance transactions reduce the tail-risk associated with stress scenarios. As a result, they reduce the risk-based capital that we are required to hold to support the risk and they allow us to earn higher returns on risk-based capital for our business than we would without them. However, market conditions impact the availability and cost of reinsurance. Reinsurance may not always be available to us, or available only on terms or at costs that we consider unacceptable. If we are not able to obtain reinsurance we will be required to hold additional capital to support our risk in force.

Reinsurance transactions subject us to counterparty risk, including the financial capability of the reinsurers to make payments for losses ceded to them under the reinsurance agreements. As reinsurance does not relieve us of our obligation to pay claims to our policyholders, our inability to recover losses from a reinsurer could have a material impact on our results of operations and financial condition.

The GSEs may change the credit they allow under the PMIERS for risk ceded under our reinsurance transactions. If the GSEs were to reduce the credit that we receive for reinsurance under the PMIERS, it could result in decreased returns absent an increase in our premium rates. An increase in our premium rates to adjust for a decrease in reinsurance credit may lead to a decrease in our NIW and net income.

Because we establish loss reserves only upon a loan delinquency rather than based on estimates of our ultimate losses on risk in force, losses may have a disproportionate adverse effect on our earnings in certain periods.

In accordance with accounting principles generally accepted in the United States, we establish case reserves for insurance losses and loss adjustment expenses only when delinquency notices are received for insured loans that are two or more payments past due and for loans we estimate are delinquent but for which delinquency notices have not yet been received (which we include in “IBNR”). Losses that may occur from loans that are not delinquent are not reflected in our financial statements, except when a “premium deficiency” is recorded. A premium deficiency would be recorded if the present value of expected future losses and expenses exceeds the present value of expected future premiums and already established loss reserves on the applicable loans. As a result, future losses incurred on loans that are not currently delinquent may have a material impact on future results as delinquencies emerge. As of **March 31, 2024** **June 30, 2024**, we had established case reserves and reported losses incurred for **24,142** **23,370** loans in our delinquency inventory and our IBNR reserve totaled **\$22** **\$23** million. The number of loans in our delinquency inventory may increase from that level as a result of economic conditions relating to current global events or other factors and our losses incurred may increase.

State capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis.

The insurance laws of 16 jurisdictions, including Wisconsin, MGIC's domiciliary state, require a mortgage insurer to maintain a minimum amount of statutory capital relative to its risk in force (or a similar measure) in order for the mortgage insurer to continue to write new business. We refer to these requirements as the “State Capital Requirements.” While they vary among jurisdictions, the most common State Capital Requirements allow for a maximum risk-to-capital ratio of 25 to 1. A risk-to-capital ratio will increase if (i) the percentage decrease in capital exceeds the percentage decrease in insured risk, or (ii) the percentage increase in capital is less than the percentage increase in insured risk. Wisconsin does not regulate capital by using a risk-to-capital measure but instead requires a minimum policyholder position (“MPP”). MGIC's “policyholder position” includes its net worth, or surplus, and its contingency reserve.

At **March 31, 2024** **June 30, 2024**, MGIC's risk-to-capital ratio was **9.8** **10.0** to 1, below the maximum allowed by the jurisdictions with State Capital Requirements, and its policyholder position was **\$3.8 billion** **\$3.6 billion** above the required MPP of \$2.2 billion. Our risk-to-capital ratio and MPP reflect credit for the risk ceded under our reinsurance agreements with unaffiliated reinsurers. If MGIC is not allowed an agreed level of credit under the State Capital Requirements, MGIC may terminate the reinsurance transactions, without penalty.

The NAIC established a Mortgage Guaranty Insurance Working Group to determine and make recommendations to the NAIC's Financial Condition Committee as to what, if any, changes to make to the solvency and other regulations relating to mortgage guaranty insurers. A draft of a revised Mortgage Guaranty Insurance Model Act was adopted by the Financial Condition Committee in July 2023 and by the Executive Committee and Plenary NAIC in August 2023. The revised Model Act includes requirements relating to, among other things: (i) capital and minimum capital requirements, and contingency reserves; (ii) restrictions on mortgage insurers' investments in notes secured by mortgages; (iii) prudent underwriting standards and formal underwriting guidelines; (iv) the establishment of formal, internal “Mortgage Guaranty Quality Control Programs” with respect to in-force business; and (v) reinsurance and

prohibitions on captive reinsurance arrangements. It is uncertain when the revised Model Act will be adopted in any jurisdiction. The provisions of the Model Act, if adopted in their final form, are not expected to have a material

adverse effect on our business. It is unknown whether any changes will be made by state legislatures prior to adoption, and the effect changes, if any, will have on the mortgage guaranty insurance market generally, or on our business. Wisconsin, where MGIC is domiciled, has begun the process to replace current MI regulations with the Model Act, though it is expected that some changes will be made before formal adoption.

While MGIC currently meets the State Capital Requirements of Wisconsin and all other jurisdictions, it could be prevented from writing new business in the future in all jurisdictions if it fails to meet the State Capital Requirements of Wisconsin, or it could be prevented from writing new business in a particular jurisdiction if it fails to meet the State Capital Requirements of that jurisdiction, and in each case if MGIC does not obtain a waiver of such requirements. It is possible that regulatory action by one or more jurisdictions, including those that do not have specific State Capital Requirements, may prevent MGIC from continuing to write new insurance in such jurisdictions. If we are unable to write business in a particular jurisdiction, lenders may be unwilling to procure insurance from us anywhere. In addition, a lender's assessment of the future ability of our insurance operations to meet the State Capital Requirements or the PMIERS may affect its willingness to procure insurance from us. In this regard, see our risk factor titled "Competition or changes in our relationships with our customers could reduce our revenues, reduce our premium yields and/or increase our losses." A possible future failure by MGIC to meet the State Capital Requirements or the PMIERS will not necessarily mean that MGIC lacks sufficient resources to pay claims on its insurance liabilities. You should read the rest of these risk factors for information about matters that could negatively affect MGIC's compliance with State Capital Requirements and its claims paying resources.

If the volume of low down payment home mortgage originations declines, the amount of insurance that we write could decline.

The factors that may affect the volume of low down payment mortgage originations include the health of the U.S. economy; conditions in regional and local economies and the level of consumer confidence; the health and stability of the financial services industry; restrictions on mortgage credit due to more stringent underwriting standards, liquidity issues or risk-retention and/or capital requirements affecting lenders; the level of home mortgage interest rates; housing affordability; new and existing housing availability; the rate of household formation, which is influenced, in part, by population and immigration trends; homeownership rates; the rate of home price appreciation, which in times of heavy refinancing can affect whether refinanced loans have LTV ratios that require private mortgage insurance; and government housing policy encouraging loans to first-time homebuyers. A decline in the volume of low down payment home mortgage originations could decrease demand for mortgage insurance and limit our NIW. For other factors that could decrease the demand for mortgage insurance, see our risk factor titled "The amount of insurance we write could be adversely affected if lenders and investors select alternatives to private mortgage insurance or are unable to obtain capital relief for mortgage insurance."

The amount of insurance we write could be adversely affected if lenders and investors select alternatives to private mortgage insurance or are unable to obtain capital relief for mortgage insurance.

Alternatives to private mortgage insurance include:

- investors using risk mitigation and credit risk transfer techniques other than private mortgage insurance, or accepting credit risk without credit enhancement,
- lenders and other investors holding mortgages in portfolio and self-insuring,
- lenders using FHA, U.S. Department of Veterans Affairs ("VA") and other government mortgage insurance programs, and
- lenders originating mortgages using piggyback structures to avoid private mortgage insurance, such as a first mortgage with an 80% loan-to-value ("LTV") ratio and a second mortgage with a 10%, 15% or 20% LTV ratio rather than a first mortgage with a 90%, 95% or 100% LTV ratio that has private mortgage insurance.

The GSEs' charters generally require credit enhancement for a low down payment mortgage loan (a loan in an amount that exceeds 80% of a home's value) in order for such loan to be eligible for purchase by the GSEs. Private mortgage insurance generally has been purchased by lenders in primary mortgage market transactions to satisfy this credit enhancement requirement. In 2018, the GSEs initiated secondary mortgage market programs with loan level mortgage default coverage provided by various (re)insurers that are not mortgage insurers governed by PMIERS, and that are not selected by the lenders. These programs, which currently account for a small percentage of the low down payment market, compete with traditional private mortgage insurance and, due to differences in policy terms, they may offer premium rates that are below prevalent single premium lender-paid mortgage insurance ("LPMI") rates. We participate in these programs from time to time. See our risk factor titled "Changes in the business practices of Fannie Mae and Freddie Mac's ("the GSEs"), federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses" for a discussion of various business practices of the GSEs that may be changed, including through expansion or modification of these programs.

The GSEs (and other investors) have also used other forms of credit enhancement that did not involve traditional private mortgage insurance, such as engaging in credit-linked note transactions executed in the capital markets, or using other forms of debt issuances or securitizations that transfer credit risk directly to other investors, including

competitors and an affiliate of MGIC; using other risk mitigation techniques in conjunction with reduced levels of private mortgage insurance coverage; or accepting credit risk without credit enhancement.

If the FHA or other government-supported mortgage insurance programs increase their share of the mortgage insurance market, our business could be affected. The FHA's share of the low down payment residential mortgages that were subject to FHA, VA, USDA or primary private mortgage insurance was 33.2% in 2023, 26.7% in 2022, and 24.7% in 2021. Since 2012, the FHA's market share has been as low as 23.4% (2020) and as high as 42.1% (in 2012). Factors that influence the FHA's market share include relative rates and fees, underwriting guidelines and loan limits of the FHA, VA, private mortgage insurers and the GSEs; changes to the GSEs' business practices; lenders' perceptions of legal risks under FHA versus GSE programs; flexibility for the FHA to establish new products as a result of federal legislation and programs; returns expected to be obtained by lenders for Ginnie Mae securitization of FHA-insured loans compared to those obtained from selling loans to the GSEs for securitization; and differences in policy terms, such as the ability of a borrower to cancel insurance coverage under certain circumstances. On February 22, 2023, in February, 2023 the FHA announced a 30-basis point decrease in its mortgage insurance premium rates. This rate reduction has negatively impacted our NIW. We are unable to predict the extent of any further impact on our NIW or how the factors that affect the FHA's share of NIW will change in the future.

The VA's share of the low down payment residential mortgages that were subject to FHA, VA, USDA or primary private mortgage insurance was 21.5% in 2023, 24.5% in 2022, and 30.2% in 2021. Since 2012, the VA's market share has been as high as 30.9% (in 2020). The VA's 2023 market share was the lowest since 2013 (22.8%). We believe that the VA's market share grows as the number of borrowers that are eligible for the VA's program increases, and when eligible borrowers opt to use the VA program when refinancing their mortgages. The VA program offers 100% LTV ratio loans and charges a one-time funding fee that can be included in the loan amount.

In July 2023, the Federal Reserve Board, Federal Deposit Insurance Corporation, and the Office of the Comptroller of the Currency proposed a revised regulatory capital rule that would impose higher capital standards on large U.S. banks. Under the proposed regulation's new expanded risk-based approach, affected banks would no longer receive risk-based capital relief for mortgage insurance on loans held in their portfolios. If adopted as proposed, the regulation is expected to have a negative effect on our NIW; however, at this time it is difficult to predict the extent of the impact.

Changes in interest rates, house prices or mortgage insurance cancellation requirements may change the length of time that our policies remain in force.

The premium from a single premium policy is collected upfront and generally earned over the estimated life of the policy. In contrast, premiums from monthly and annual premium policies are received each month or year, as applicable, and earned each month over the life of the policy. In each year, most of our premiums earned are from insurance that has been written in prior years. As a result, the length of time insurance remains in force, which is generally measured by persistency (the percentage of our insurance remaining in force from one year prior), is a significant determinant of our revenues. A higher than expected persistency rate may decrease the profitability from single premium policies because they will remain in force longer and may increase the incidence of claims that was estimated when the policies were written. A low persistency rate on monthly and annual premium policies will reduce future premiums but may also reduce the incidence of claims, while a high persistency on those policies will increase future premiums but may increase the incidence of claims.

Our annual persistency rate was 85.7% 85.4% at March 31, 2024 June 30, 2024, 86.1% at December 31, 2023, and 82.2% at December 31, 2022. Since 2018, our annual persistency rate ranged from a high of 86.3% at September 30, 2023 to a low of 60.7% at March 31, 2021. Our persistency rate is primarily affected by the level of current mortgage interest rates compared to the mortgage coupon rates on our insurance in force, which affects the vulnerability of the IIF to refinancing; and the current amount of equity that borrowers have in the homes underlying our insurance in force. The amount of equity affects persistency in the following ways:

- Borrowers with significant equity may be able to refinance their loans without requiring mortgage insurance.
- The Homeowners Protection Act ("HOPA") requires servicers to cancel mortgage insurance when a borrower's LTV ratio meets or is scheduled to meet certain levels, generally based on the original value of the home and subject to various conditions and exclusions.
- The GSEs' mortgage insurance cancellation guidelines apply more broadly than HOPA and also consider a home's current value. For more information about the GSEs' guidelines and business practices, and how they may change, see our risk factor titled "Changes in the business practices of Fannie Mae and Freddie Mac ("the GSEs"), federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses."

We are susceptible to disruptions in the servicing of mortgage loans that we insure and we rely on third-party reporting for information regarding the mortgage loans we insure.

We depend on reliable, consistent third-party servicing of the loans that we insure. An increase in delinquent loans may result in liquidity issues for servicers. When a mortgage loan that is collateral for a mortgage-backed security

("MBS") becomes delinquent, the servicer is usually required to continue to pay principal and interest to the MBS investors, generally for four months, even though the servicer is not receiving payments from borrowers. This may cause liquidity issues, especially for non-bank servicers (who service approximately 48% 49% of the loans underlying our IIF as of March 31, 2024 June 30, 2024) because they do not have the same sources of liquidity that bank servicers have.

While there has been no disruption in our premium receipts through the first second quarter of 2024, servicers who experience future liquidity issues may be less likely to advance premiums to us on policies covering delinquent loans or to remit premiums on policies covering loans that are not delinquent. Our policies generally allow us to cancel coverage on loans that are not delinquent if the premiums are not paid within a grace period.

An increase in delinquent loans or a transfer of servicing resulting from liquidity issues, may increase the operational burden on servicers, cause a disruption in the servicing of delinquent loans and reduce servicers' abilities to undertake mitigation efforts that could help limit our losses.

The information presented in this report and on our website with respect to the mortgage loans we insure is based on information reported to us by third parties, including the servicers and originators of the mortgage loans, and information presented may be subject to lapses or inaccuracies in reporting from such third parties. In many cases, we may not be aware that information reported to us is incorrect until such time as a claim is made against us under the relevant insurance policy. We do not consistently receive monthly policy status information from servicers for

single premium policies, and may not be aware that the mortgage loans insured by such policies have been repaid. We periodically attempt to determine if coverage is still in force on such policies by asking the last servicer of record or through the periodic reconciliation of loan information with certain servicers. It may be possible that our reports continue to reflect, as active, policies on mortgage loans that have been repaid.

Risk Factors Relating to Our Business Generally

If our risk management programs are not effective in identifying, or adequate in controlling or mitigating, the risks we face, or if the models used in our businesses we use are inaccurate, it could have a material adverse impact on our business, results of operations and financial condition.

Our enterprise risk management program, described in "Business - Our Products and Services - Risk Management" in Item 1 of our Annual Report on Form 10-K for the year ended December 31, 2023, may not be effective in identifying, or adequate in controlling or mitigating, the risks we face in our business.

We employ proprietary and third-party models for a wide range of purposes, including the following: projecting losses, premiums, expenses, and returns; pricing products (through our risk-based pricing system); determining the techniques used to underwrite insurance; estimating reserves; evaluating risk; determining internal capital requirements; and performing stress testing. These models rely on estimates, projections, and assumptions that are inherently uncertain and may not always operate as intended. This can be especially true when extraordinary events occur, such as wars, periods of extreme inflation, pandemics, or environmental disasters related to changing climatic conditions. In addition, our models are being continuously updated over time. Changes in models or model assumptions could lead to material changes in our future expectations, returns, or financial results. The models we employ are complex, which could increase our risk of error in their design, implementation, or use. Also, the associated input data, assumptions, and calculations may not always be correct or accurate and the controls we have in place to mitigate these risks may not be effective in all cases. The risks related to our models may increase when we change assumptions, methodologies, or modeling platforms. Moreover, we may use information we receive through enhancements to refine or otherwise change existing assumptions and/or methodologies.

Information technology system failures or interruptions may materially impact our operations and/or adversely affect our financial results.

We are heavily dependent on our information technology systems to conduct our business. Our ability to efficiently operate our business depends significantly on the reliability and capacity of our systems and technology. The failure of our systems and technology, or our disaster recovery and business continuity plans, to operate effectively could affect our ability to provide our products and services to customers, reduce efficiency, or cause delays in operations. Significant capital investments might be required to remediate any such problems. We are also dependent on our ongoing relationships with key technology providers, including provisioning of their products and technologies, and their ability to support those products and technologies. The inability of these providers to successfully provide and support those products could have an adverse impact on our business and results of operations.

From time to time we upgrade, automate or otherwise transform our information systems, business processes, risk-based pricing system, and our system for evaluating risk. Certain information systems have been in place for a number of years and it has become increasingly difficult to support their operation. The implementation of

technological and business process improvements, as well as their integration with customer and third-party systems when applicable, is complex, expensive and time consuming. If we fail to timely and successfully implement and integrate the new technology systems, if the third party providers upon which we are reliant do not perform as expected, if our legacy systems fail to operate as required, or if the upgraded systems and/or transformed and

automated business processes do not operate as expected, it could have a material adverse impact on our business, business prospects and results of operations.

We could be materially adversely affected by a cybersecurity breach or failure of information security controls.

As part of our business, we maintain large amounts of confidential and proprietary information both on our own servers and those of cloud computing services. This includes personal information of consumers and our employees. Personal information is subject to an increasing number of federal and state laws and regulations regarding privacy and data security, as well as contractual commitments. Any failure or perceived failure by us, or by the vendors with whom we share this information, to comply with such obligations may result in damage to our reputation, financial losses, litigation, increased costs, regulatory penalties or customer dissatisfaction.

All information technology systems are potentially vulnerable to damage or interruption from a variety of sources, including by cyber attacks, such as those involving ransomware. We regularly defend against threats to our data and systems, including malware and computer virus attacks, unauthorized access, system failures and disruptions. Threats have the potential to jeopardize the information processed and stored in, and transmitted through, our computer systems and networks and otherwise cause interruptions or malfunctions in our operations, which could result in damage to our reputation, financial losses, litigation, increased costs, regulatory penalties or customer dissatisfaction. We could be similarly affected by threats against our vendors and/or third-parties with whom we share information.

Globally, attacks are expected to continue accelerating in both frequency and sophistication with increasing use by actors of tools and techniques that may hinder our ability to identify, investigate and recover from incidents. Such attacks may also increase as a result of retaliation by threat actors against actions taken by the U.S. and other countries in connection with wars and other global events. We operate under a hybrid workforce model and such model may be more vulnerable to security breaches.

While we have information security policies and systems in place to secure our information technology systems and to prevent unauthorized access to or disclosure of sensitive information, there can be no assurance with respect to our systems and those of our third-party vendors that unauthorized access to the systems or disclosure of sensitive information, either through the actions of third parties or employees, will not occur. Due to our reliance on information technology systems, including ours and those of our customers and third-party service providers, and to the sensitivity of the information that we maintain, unauthorized access to the systems or disclosure of the information could adversely affect our reputation, severely disrupt our operations, result in a loss of business and expose us to material claims for damages and may require that we provide free credit monitoring services to individuals affected by a security breach.

Should we experience an unauthorized disclosure of information or a cyber attack, including those involving ransomware, some of the costs we incur may not be recoverable through insurance, or legal or other processes, and this may have a material adverse effect on our results of operations.

Our underwriting practices and the mix of business we write affects our Minimum Required Assets under the PMIERS, our premium yields and the likelihood of losses occurring.

The Minimum Required Assets under the PMIERS are, in part, a function of the direct risk-in-force and the risk profile of the loans we insure, considering LTV ratio, credit score, vintage, Home Affordable Refinance Program ("HARP") status and delinquency status; and whether the loans were insured under lender-paid mortgage insurance policies or other policies that are not subject to automatic termination consistent with the Homeowners Protection Act requirements for borrower-paid mortgage insurance. Therefore, if our direct risk-in-force increases through increases in NIW, or if our mix of business changes to include loans with higher LTV ratios or lower FICO scores, for example, all other things equal, we will be required to hold more Available Assets in order to maintain GSE eligibility.

The percentage of our NIW from all single premium policies was 4.0% in 2023. Beginning in 2012, the annual percentage of our NIW from single policies has been as low as 4.3% in 2022 and as high as 20.4% in 2015. Depending on the actual life of a single premium policy and its premium rate relative to that of a monthly premium policy, a single premium policy may generate more or less premium than a monthly premium policy over its life. The percentage of our NIW from all single premium policies was 2.9% in the first half of 2024. Beginning in 2012, the annual percentage of our NIW from single premium policies has been as low as 4.0% in 2023 and as high as 20.4% in 2015.

As discussed in our risk factor titled "Reinsurance may be unavailable at current levels and prices, and/or the GSEs may reduce the amount of capital credit we receive for our reinsurance transactions," we have in place various QSR transactions. Although the transactions reduce our premiums, they have a lesser impact on our overall results, as losses ceded under the transactions reduce our losses incurred and the ceding commissions we receive reduce our underwriting expenses. The effect of the QSR transactions on the various components of pre-tax income will vary

from period to period, depending on the level of ceded losses incurred. We also have in place various XOL reinsurance transactions under which we cede premiums. Under the XOL reinsurance transactions, for the respective reinsurance coverage periods, we retain the first layer of aggregate losses and the reinsurers provide second layer coverage up to the outstanding reinsurance coverage amount.

In addition to the effect of reinsurance on our premiums, if credit performance remains strong and loss ratios remain low, we expect a decline in our in force portfolio yield over time as competition in the industry results in lower premium rates. Refinance transactions on single premium policies benefit the yield due to the impact of accelerated earned premium from cancellation prior to their estimated life. Recent low levels of refinance transactions have reduced that benefit.

Our ability to rescind insurance coverage became more limited for new insurance written beginning in mid-2012, and it became further limited for new insurance written under our revised master policy that became effective March 1, 2020. These limitations may result in higher losses paid than would be the case under our previous master policies.

From time to time, in response to market conditions, we change the types of loans that we insure. We also may change our underwriting guidelines, including by agreeing with certain approval recommendations from a GSE automated underwriting system. We also make exceptions to our underwriting requirements on a loan-by-loan basis and for certain customer programs. Our underwriting requirements are available on our website at <http://www.mgic.com/underwriting/index.html>.

Even when home prices are stable or rising, mortgages with certain characteristics have higher probabilities of claims. As of March 31, 2024 June 30, 2024, mortgages with these characteristics in our primary risk in force included mortgages with LTV ratios greater than 95% (16%), mortgages with borrowers having FICO scores below 680 (7%), including those with borrowers having FICO scores of 620-679 (6%), mortgages with limited underwriting, including limited borrower documentation (1%), and mortgages with borrowers having DTI ratios greater than 45% (or where no ratio is available) (18% (19%), each. Each attribute is determined at the time of loan origination. Loans with more than one of these attributes accounted for 5% of our primary risk in force as of March 31, 2024 June 30, 2024, and 5% and 4% of our primary risk in force as of December 31, 2023 and December 31, 2022, respectively. When home prices increase, interest rates increase and/or the percentage of our NIW from purchase transactions increases, our NIW on mortgages with higher LTV ratios and higher DTI ratios may increase. Our NIW on mortgages with LTV ratios greater than 95% was 15% for the first quarter half of 2024, 13% 12% for the first quarter half of 2023, 11% for the first quarter of 2022, and 12% for the full year of 2023. Our NIW on mortgages with DTI ratios greater than 45% was 28% 29% in the first quarter half of 2024, 23% in first quarter half of 2023, 17% in the first quarter of 2022, and 26% for the full year of 2023.

From time to time, we change the processes we use to underwrite loans. For example: we rely on information provided to us by lenders that was obtained from certain of the GSEs' automated appraisal and income verification tools, which may produce results that differ from the results that would have been determined using different methods; we accept GSE appraisal waivers for certain refinance loans; and we accept GSE appraisal flexibilities that allow property valuations in certain transactions to be based on appraisals that do not involve an onsite or interior inspection of the property. Our acceptance of automated GSE appraisal and income verification tools, GSE appraisal waivers and GSE appraisal flexibilities may affect our pricing and risk assessment. We also continue to further automate our underwriting processes and it is possible that our automated processes result in our insuring loans that we would not otherwise have insured under our prior processes.

Approximately 71% of our NIW in the first quarter half of 2024 and 71% of our 2023 NIW was originated under delegated underwriting programs pursuant to which the loan originators had authority on our behalf to underwrite the loans for our mortgage insurance. For loans originated through a delegated underwriting program, we depend on the originators' compliance with our guidelines and rely on the originators' representations that the loans being insured satisfy the underwriting guidelines, eligibility criteria and other requirements. While we have established systems and processes to monitor whether certain aspects of our underwriting guidelines were being followed by the originators, such systems may not ensure that the guidelines were being strictly followed at the time the loans were originated.

The widespread use of risk-based pricing systems by the private mortgage insurance industry (discussed in our risk factor titled "*Competition or changes in our relationships with our customers could reduce our revenues, reduce our premium yields and / or increase our losses*") makes it more difficult to compare our premium rates to those offered by our competitors. We may not be aware of industry rate changes until we observe that our mix of new insurance written has changed and our mix may fluctuate more as a result.

In March of 2024, the National Association of Realtors (NAR) reached a settlement agreement to resolve a series of lawsuits against it. As part of the settlement, NAR will end the requirement that home sellers offer to pay the real estate brokerage fees of homebuyers' real estate agents in order to list for-sale properties on the MLS Multiple Listing Service. If the expense of the buyer's agent commission is shifted to the buyer, it may negatively impact the ability of the buyer to secure financing.

If state or federal regulations or statutes are changed in ways that ease mortgage lending standards and/or requirements, or if lenders seek ways to replace business in times of lower mortgage originations, it is possible that more mortgage loans could be originated with higher risk characteristics than are currently being originated, such as loans with lower FICO scores and higher DTI ratios. The focus of the FHFA leadership on increasing homeownership

opportunities for borrowers is likely to have this effect. Lenders could pressure mortgage insurers to insure such loans, which are expected to experience higher claim rates. Although we attempt to incorporate these higher expected claim rates into our underwriting and pricing models, there can be no assurance that the premiums earned

and the associated investment income will be adequate to compensate for actual losses paid even under our current underwriting requirements.

The premiums we charge may not be adequate to compensate us for our liabilities for losses and as a result any inadequacy could materially affect our financial condition and results of operations.

When we set our premiums at policy issuance, we have expectations regarding likely performance of the insured risks over the long term. Generally, we cannot cancel mortgage insurance coverage or adjust renewal premiums during the life of a policy. As a result, higher than anticipated claims generally cannot be offset by premium increases on policies in force or mitigated by our non-renewal or cancellation of insurance coverage. Our premiums are subject to approval by state regulatory agencies, which can delay or limit our ability to increase premiums on future policies. In addition, our customized rate plans may delay our ability to increase premiums on future policies covered by such plans. The premiums we charge, the investment income we earn and the amount of reinsurance we carry may not be adequate to compensate us for the risks and costs associated with the insurance coverage provided to customers. An increase in the number or size of claims, compared to what we anticipated when we set the premiums, could adversely affect our results of operations or financial condition. Our premium rates are also based in part on the amount of capital we are required to hold against the insured risk. If the amount of capital we are required to hold increases from the amount we were required to hold when we set the premiums, our returns may be lower than we assumed. For a discussion of the amount of capital we are required to hold, see our risk factor titled "*We may not continue to meet the GSEs' private mortgage insurer eligibility requirements and our returns may decrease if we are required to maintain more capital in order to maintain our eligibility.*"

Actual or perceived instability in the financial services industry or non-performance by financial institutions or transactional counterparties could materially impact our business.

Limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry with which we do business, or concerns or rumors about the possibility of such events, have in the past and may in the future lead to market-wide liquidity problems. Such conditions may negatively impact our results and/or financial condition. While we are unable to predict the full impact of these conditions, they may lead to among other things: disruption to the mortgage market, delayed access to deposits or other financial assets; losses of deposits in excess of federally-insured levels; reduced access to, or increased costs associated with, funding sources and other credit arrangements adequate to finance our current or future operations; increased regulatory pressure; the inability of our counterparties and/or customers to meet their obligations to us; economic downturn; and rising unemployment levels. Refer to our risk factor titled "*Downturns in the domestic economy or declines in home prices may result in more homeowners defaulting and our losses increasing, with a corresponding decrease in our returns*" for more information about the potential effects of a deterioration of economic conditions on our business.

We routinely execute transactions with counterparties in the financial services industry, including commercial banks, brokers and dealers, investment banks, reinsurers, and our customers. Many of these transactions expose us to credit risk and losses in the event of a default by a counterparty or customer. Any such losses could have a material adverse effect on our financial condition and results of operations.

We rely on our management team and our business could be harmed if we are unable to retain qualified personnel or successfully develop and/or recruit their replacements.

Our success depends, in part, on the skills, working relationships and continued services of our management team and other key personnel. The unexpected departure of key personnel could adversely affect the conduct of our business. In such event, we would be required to obtain other personnel to manage and operate our business. In addition, we will be required to replace the knowledge and expertise of our aging workforce as our workers retire. In either case, there can be no assurance that we would be able to develop or recruit suitable replacements for the departing individuals; that replacements could be hired, if necessary, on terms that are favorable to us; or that we can successfully transition such replacements in a timely manner. We currently have not entered into any employment agreements with our officers or key personnel. Volatility or lack of performance in our stock price may affect our ability to retain our key personnel or attract replacements should key personnel depart. Without a properly skilled and experienced workforce, our costs, including productivity costs and costs to replace employees may increase, and this could negatively impact our earnings.

Competition or changes in our relationships with our customers could reduce our revenues, reduce our premium yields and / or increase our losses.

The private mortgage insurance industry is highly competitive and is expected to remain so. We believe we currently compete with other private mortgage insurers based on premium rates, underwriting requirements, financial strength (including based on credit or financial strength ratings), customer relationships, name recognition, reputation, strength of management teams and field organizations, the ancillary products and services provided to lenders, and the effective use of technology and innovation in the delivery and servicing of our mortgage insurance products. Changes in the competitive landscape, including as a result of new market entrants, may adversely impact our results.

Our relationships with our customers, which may affect the amount of our NIW, could be adversely affected by a variety of factors, including if our premium rates are higher than those of our competitors, our underwriting requirements are more restrictive than those of our competitors, our customers are dissatisfied with our claims-paying practices (including insurance policy rescissions and claim curtailments), or the availability of alternatives to mortgage insurance.

In recent years, the industry has materially reduced its use of standard rate cards, which were fairly consistent among competitors, and correspondingly increased its use of (i) pricing systems that use a spectrum of filed rates to allow for formulaic, risk-based pricing based on multiple attributes that may be quickly adjusted within certain parameters, and (ii) customized rate plans. The widespread use of risk-based pricing systems by the private mortgage insurance industry makes it more difficult to compare our rates to those offered by our competitors. We may not be aware of industry rate changes until we observe that our volume of NIW has changed. In addition, business under customized rate plans is awarded by certain customers for only limited periods of time. As a result, our NIW may fluctuate more than it had in the past. Failure to maintain our business relationships and business volumes with our largest customers could materially impact our business. Regarding the concentration of our new business, our top ten customers accounted for approximately 37% 38% and 34% 36% in the twelve months ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023, respectively.

We monitor various competitive and economic factors while seeking to balance both profitability and market share considerations in developing our pricing strategies. Our premium yield is expected to decline over time as older insurance policies with premium rates that are generally higher run off and new insurance policies with premium rates that are generally lower remain on our books.

Certain of our competitors have access to capital at a lower cost than we do (including, through off-shore intercompany reinsurance vehicles, which have tax advantages that may increase if U.S. corporate income taxes increase). As a result, they may be able to achieve higher after-tax rates of return on their NIW compared to us, which could allow them to leverage reduced premium rates to gain market share, and they may be better positioned to compete outside of traditional mortgage insurance, including by participating in alternative forms of credit enhancement pursued by the GSEs discussed in our risk factor titled *"The amount of insurance we write could be adversely affected if lenders and investors select alternatives to private mortgage insurance or are unable to obtain capital relief for mortgage insurance."*

Adverse rating agency actions could have a material adverse impact on our business, results of operations and financial condition.

Financial strength ratings, which various rating agencies publish as independent opinions of an insurer's financial strength and ability to meet ongoing insurance and contract obligations, are important to maintaining public confidence in our mortgage insurance coverage and our competitive position. PMIERS requires approved insurers to maintain at least one rating with a rating agency acceptable to the respective GSEs. Downgrades in our financial strength ratings could materially affect our business and results of operations, including in the ways described below:

- Our failure to maintain a rating acceptable to the GSEs could impact our eligibility as an approved insurer under PMIERS.
- A downgrade in our financial strength ratings could result in increased scrutiny of our financial condition by the GSEs and/or our customers, potentially resulting in a decrease in the amount of our NIW.
- If we are unable to compete effectively in the current or any future markets as a result of the financial strength ratings assigned to our insurance subsidiaries, our future NIW could be negatively affected.
- Our ability to participate in the non-GSE residential mortgage-backed securities market (the size of which has been limited since 2008, but may grow in the future), could depend on our ability to maintain and improve our investment grade ratings for our insurance subsidiaries. We could be competitively disadvantaged with some market participants because the financial strength ratings of our insurance subsidiaries are lower than those of some competitors. MGIC's financial strength rating from A.M. Best is A- (with a positive outlook), from Moody's is A3 (with a positive outlook) and from Standard & Poor's is A- (with a stable outlook).

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- Financial strength ratings may also play a greater role if the GSEs no longer operate in their current capacities, for example, due to legislative or regulatory action. In addition, although the PMIERS do not require minimum financial strength ratings, the GSEs consider financial strength ratings to be important when using forms of credit enhancement other than traditional mortgage insurance, as discussed in our risk factor titled *"The amount of insurance we write could be adversely affected if lenders and investors select alternatives to private mortgage insurance or are unable to obtain capital relief for mortgage insurance."* The final GSE capital framework provides more capital credit for transactions with higher rated counterparties, as well as those who are diversified. Although we are currently unaware of a direct impact on MGIC, this could potentially become a competitive disadvantage in the future.
 - Downgrades to our ratings or the ratings of our mortgage insurance subsidiary could adversely affect our cost of funds, liquidity, and access to capital markets.

We are subject to the risk of legal proceedings.

We operate in a highly regulated industry that is subject to the risk of litigation and regulatory proceedings, including related to our claims paying practices. From time to time, we are a party to material litigation and are also subject to legal and regulatory claims, assertions, actions, reviews, audits, inquiries and investigations. Additional lawsuits, legal and regulatory proceedings and

inquiries or other matters may arise in the future. The outcome of future legal and regulatory proceedings, inquiries or other matters could result in adverse judgments, settlements, fines, injunctions, restitutions or other relief which could require significant expenditures or have a material adverse effect on our business prospects, results of operations and financial condition. See our risk factor titled "We are subject to comprehensive regulation and other requirements, which we may fail to satisfy" for additional information about risks related to government enforcement actions.

From time to time, we are involved in disputes and legal proceedings in the ordinary course of business. In our opinion, based on the facts known at this time, the ultimate resolution of these ordinary course disputes and legal proceedings will not have a material adverse effect on our financial position condition or results of operations. Under ASC 450-20, until a loss associated with settlement discussions or legal proceedings becomes probable and can be reasonably estimated, we do not accrue an estimated loss. When we determine that a loss is probable and can be reasonably estimated, we record our best estimate of our probable loss. In those cases, until settlement negotiations or legal proceedings are concluded it is possible that we will record an additional loss.

Our success depends, in part, on our ability to manage risks in our investment portfolio.

Our investment portfolio is an important source of revenue and is our primary source of claims paying resources. Although our investment portfolio consists mostly of highly-rated high quality, investment-grade fixed income investments, our investment portfolio is affected by general economic conditions and tax policy, which may adversely affect the markets for credit and interest-rate-sensitive securities, including the extent and timing of investor participation in these markets, the level and volatility of interest rates and credit spreads and, consequently, the value of our fixed income securities. Prevailing market rates have increased for various reasons, including inflationary pressures, which has reduced the fair value of our investment portfolio holdings relative to their amortized cost. The value of our investment portfolio may also be adversely affected by ratings downgrades, increased bankruptcies, and credit spreads widening. In addition, the collectability and valuation of our municipal bond portfolio may be adversely affected by budget deficits, and declining tax bases and revenues experienced by state and local municipalities. Our investment portfolio also includes commercial mortgage-backed securities, collateralized loan obligations, and asset-backed securities, which could be adversely affected by declines in real estate valuations, increases in unemployment, geopolitical risks and/or financial market disruption, including more restrictive lending conditions and a heightened collection risk on the underlying loans. As a result of these matters, we may not achieve our investment objectives and a reduction in the market value of our investments could have an adverse effect on our liquidity, financial condition and results of operations.

We carry certain financial instruments at fair value and disclose the fair value of all financial instruments. Valuations use inputs and assumptions that are not always observable or may require estimation; valuation methods may be complex and may also require estimation, thereby resulting in values that are less certain and may vary significantly from the value at which the investments may be ultimately sold. For additional information about the methodologies, estimates and assumptions we use in determining the fair value of our investments refer to Note 3 of Item 8 in Part II of our Annual Report on Form 10-K for the year ended December 31, 2023 - "Fair Value Measurements."

Federal budget deficit concerns and the potential for political conflict over the U.S. government's debt limit may increase the possibility of a default by the U.S. government on its debt obligations, related credit-rating downgrades, or an economic recession in the United States. Many of our investment securities are issued by the U.S. government and government agencies and sponsored entities. As a result of uncertain domestic political conditions, including potential future federal government shutdowns, the possibility of the federal government defaulting on its obligations due to debt ceiling limitations or other unresolved political issues, investments in financial instruments issued or guaranteed by the federal government pose liquidity risks. Any potential downgrades by rating agencies in long-term

sovereign credit ratings, as well as sovereign debt issues facing the governments of other countries, could have a material adverse impact on financial markets and economic conditions worldwide.

For the significant portion of our investment portfolio that is held by MGIC, to receive full capital credit under insurance regulatory requirements and under the PMIERS, we generally are limited to investing in investment grade fixed income securities whose yields reflect their lower credit risk profile. Our investment income depends upon the size of the portfolio and its reinvestment at prevailing interest rates. A prolonged period of low investment yields would have an adverse impact on our investment income as would a decrease in the size of the portfolio.

We structure our investment portfolio to satisfy our expected liabilities, including claim payments in our mortgage insurance business. If we underestimate our liabilities or improperly structure our investments to meet these liabilities, we could have unexpected losses resulting from the forced liquidation of fixed income investments before their maturity, which could adversely affect our results of operations.

Our holding company debt The inability of our insurance subsidiaries to pay dividends in sufficient amounts would harm our ability to meet our obligations, are material.

At March 31, 2024, we had approximately \$793 million in cash and investments at our holding company and our holding company's long-term debt obligations were \$650 million in aggregate principal amount. Annual debt service on the long-term debt obligations outstanding as of March 31, 2024, is approximately \$34 million. pay future shareholder dividends and/or make future share repurchases.

The long-term debt obligations are owed by our holding company, MGIC Investment Corporation is the holding company for our insurance operating subsidiaries. At the holding company level, our principal assets are the shares of capital stock of our insurance company subsidiaries and not cash and investments. Dividends and other permitted distributions from MGIC are the holding company's primary source of funds used to meet ongoing cash requirements, including future debt service payments, repurchases of its subsidiaries. The shares, payment of dividends from MGIC is the principal source of to our holding company cash inflow, shareholders, and other expenses. Other sources of holding company cash inflow include investment income and raising capital in the public markets. The payment of dividends on our common shares in the future depends largely on the earnings and cash flows of from MGIC and is additionally subject to regulatory approval as described below. Although MGIC holds assets in excess of its minimum statutory capital requirements and its PMIERS financial requirements, the ability of MGIC to pay dividends is restricted by insurance regulation, our Annual Reports on Form 10-K. In general, dividends in excess of prescribed limits are deemed "extraordinary" and may not be paid if disapproved by the OCI. In 2024, MGIC can pay \$64 million The prescribed limits are based on a rolling 12-month period, and as such, the impact of ordinary dividends without OCI approval, before taking into consideration dividends paid in the preceding twelve months. A dividend is extraordinary when the proposed dividend amount plus dividends paid in the last twelve months from the dividend payment date exceed the ordinary dividend level, limitations will vary over time. In the twelve months ended March 31, 2024 June 30, 2024, MGIC paid \$600 million \$650 million in dividends to the holding company. Future dividend payments from MGIC to the holding company will be determined in consultation with the board of directors, and after considering any updated estimates about our business, business, subject to regulatory approval.

The long-term debt obligations are owed by the holding company and not its subsidiaries. At June 30, 2024, we had approximately \$990 million in cash and investments at our holding company and our holding company's long-term debt obligations were \$650 million in aggregate principal amount. Annual debt service on the long-term debt obligations outstanding as of June 30, 2024,

is approximately \$34 million. The inability of MGIC to pay dividends (or other intercompany amounts due) in an amount sufficient to enable us to meet our cash requirements at the holding company level could have an adverse effect on our operations, and our ability to repay debt, repurchase shares and/or pay dividends to shareholders.

If any capital contributions to our subsidiaries are required, such contributions would decrease our holding company cash and investments.

Your ownership in our company may be diluted by additional capital that we raise.

As noted above under our risk factor titled “We may not continue to meet the GSEs’ private mortgage insurer eligibility requirements and our returns may decrease if we are required to maintain more capital in order to maintain our eligibility,” although we are currently in compliance with the requirements of the PMIERS, there can be no assurance that we would not seek to issue additional debt capital or to raise additional equity or equity-linked capital to manage our capital position under the PMIERS or for other purposes. Any future issuance of equity securities may dilute your ownership interest in our company. In addition, the market price of our common stock could decline as a result of sales of a large number of shares or similar securities in the market or the perception that such sales could occur.

The price of our common stock may fluctuate significantly, which may make it difficult for holders to resell common stock when they want or at a price they find attractive.

The market price for our common stock may fluctuate significantly. In addition to the risk factors described herein, the following factors may have an adverse impact on the market price for our common stock: changes in general conditions in the economy, the mortgage insurance industry or the financial stability of markets and financial services industry; announcements by us or our competitors of acquisitions or strategic initiatives; our actual or anticipated quarterly and annual operating results; changes in expectations of future financial performance (including incurred losses on our insurance in force); changes in estimates of securities analysts or rating agencies; actual or anticipated changes in our share repurchase program or dividends; changes in operating performance or market valuation of companies in the mortgage insurance industry; the addition or departure of key personnel; changes in tax law; and adverse press or news announcements affecting us or the industry. In addition, ownership by certain types of investors may affect the market price and trading volume of our common stock. For example, ownership in our common stock by investors such as index funds and exchange-traded funds can affect the stock’s price when those investors must purchase or sell our common stock because the investors have experienced significant cash inflows or outflows, the index to which our common stock belongs has been rebalanced, or our common stock is added to and/or removed from an index (due to changes in our market capitalization, for example).

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