

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE**

FOR USE WITH FORMS HO - 2, HO - 4, HO - 6 and HO - 8

### **DEFINITIONS**

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

### **SECTION I – PROPERTY COVERAGES**

#### **E. ADDITIONAL COVERAGES**

The following Additional Coverage is added:

#### **13. Fungi Wet, Or Dry Rot, Or Bacteria.**

- a. \$5,000 is the most we will pay for:
- (1) The total of all loss payable under Section I - Property Coverages caused by **fungi**, wet or dry rot, or bacteria;
  - (2) The cost to remove **fungi**, wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
  - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungi**, wet or dry rot, or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of **fungi**, wet or dry rot, or bacteria, whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungi**, wet or dry rot, or bacteria.
- b. The coverage described in **13.a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

c. The \$5,000 limit of liability is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1) Number of locations insured under this endorsement; or
- (2) Number of claims made.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by **fungi**, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that **fungi**, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

(This is Additional Coverage **C.13.** in Form **HO 00 04**; **D12** in Form **HO 00 06** and **E.9.** in Form **HO 00 08.**)

### **SECTION I - EXCLUSIONS**

Exclusion **10.** is added.

**10. Fungi, Wet Or Dry Rot, Or Bacteria**, meaning the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot, or bacteria.

This exclusion does not apply:

- a. when **fungi**, wet or dry rot, or bacteria results from fire or lightning; or
- b. to the extent coverage is provided for in the **Fungi, Wet Or Dry Rot, Or Bacteria** Additional Coverage under Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from **fungi**, wet or dry rot, or bacteria is covered.

## SECTION II – EXCLUSIONS

Under **Coverage E – Personal Liability and Coverage F – Medical Payments to Others** the following exclusions are added to Paragraph 1:

- c. Which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi**, wet or dry rot, or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- d. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi**, wet or dry rot, or bacteria, by any **insured** or by any other person or entity.

Exclusions **c.** and **d.** do not apply to any **fungi**, wet or dry rot, or bacteria that are, are on, or are contained in, a good or product intended for consumption.

All other provisions of the policy apply.