

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, OTHER MICROBES OR ROT REMEDIATION

DEFINITIONS

The following definition is added:

- **"Fungi"**
 - a. "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".
 - b. Under Section II, this does not include any "fungi" that are, are on, or are contained in, products or goods intended for consumption.

SECTION I – PROPERTY COVERAGES COVERAGE D - LOSS OF USE

Paragraphs 1. and 2. are deleted and replaced by the following:

1. Additional Living Expense.

If a loss covered under Section I makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. However, additional living expense due to "fungi", other microbes or rot remediation will not be paid in addition to any amounts paid or payable under the Additional Coverage **Limited "Fungi", Other Microbes Or Rot Remediation**.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere. This period of time is not limited by expiration of this policy.

2. Fair Rental Value.

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in. However, fair rental value due to "fungi", other microbes or rot remediation will not be paid in addition to any amounts paid or payable under the Additional Coverage **Limited "Fungi", Other Microbes Or Rot Remediation**.

Payment will be for the shortest time required to repair or replace such premises. This period of time is not limited by expiration of this policy.

ADDITIONAL COVERAGES

The following additional coverage is added:

- **Limited "Fungi", Other Microbes Or Rot Remediation.**
 - a. If a loss caused by a Peril Insured Against under Section I results in "fungi", other microbes or rot, we will pay for:
 - (1) Remediation of the "fungi", other microbes or rot. This includes payment for the reasonable and necessary cost to:
 - (a) Remove the "fungi", other microbes or rot from covered property or to repair, restore or replace that property; and
 - (b) Tear out and replace any part of the building as needed to gain access to the "fungi", other microbes or rot;
 - (2) Any reasonable and necessary increase in living expense you incur so that your household can maintain its normal standard of living or loss of fair rental value if the "fungi", other microbes or rot makes the "residence premises" not fit to live in. We do not cover loss or expense due to cancellation of a lease or agreement; and
 - (3) Any reasonable and necessary testing or monitoring of air or property to confirm the absence, presence or level of the "fungi", other microbes or rot, whether performed prior to, during or after removal, repair, restoration or replacement.
 - b. We will pay under this additional coverage only if:
 - (1) The covered loss occurs during the policy period;
 - (2) All reasonable means were used to save and preserve the property at the time of and after the covered loss; and
 - (3) We receive prompt notice of the covered cause of loss that is alleged to have resulted in "fungi", other microbes or rot.
 - c. The most we will pay under this additional coverage is \$_____. This is the most we will pay for the total of all loss or costs regardless of the:

(1) Number of locations or items of property insured under this policy; or

(2) Number of losses or claims made.

- d. This is not additional insurance and does not increase the limit of liability that applies to the damaged property.

SECTION I – PERILS INSURED AGAINST

In form **HO-3** (and endorsements HA-15, HA-615, 57000 and 58065, if applicable) paragraph **C.7.c.** is deleted and replaced by the following:

- c. Smog, rust or other corrosion;

SECTION I – EXCLUSIONS

The following exclusion is added:

9. **“Fungi”, Other Microbes or Rot**, meaning any loss or cost resulting from, arising out of, caused by, consisting of, or related to, “fungi”, other microbes or rot. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. This exclusion does not apply to “fungi”, other microbes or rot remediation coverage that may be afforded under the Additional Coverage **Limited “Fungi”, Other Microbes Or Rot Remediation**.

SECTION II – EXCLUSIONS

The following exclusion is added under item 1. **Coverage E - Personal Liability and Coverage F - Medical Payments To Others**:

- “Bodily injury” or “property damage” consisting of, arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by “fungi”, other microbes or rot. This includes:
 - (1) The cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of “fungi”, other microbes or rot;
 - (2) Any supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or that allegedly should have been given, in connection with “bodily injury” or “property damage” consisting of, arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by “fungi”, other microbes or rot, or the activities described in (1) above;
 - (3) Any obligation to share with or repay another who must pay damages because of “bodily injury” or “property damage” of the type described in this exclusion. This applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the “bodily injury” or “property damage”; and
 - (4) Liability imposed upon any “insured” by any governmental authority for “bodily injury” or “property damage” consisting of, arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by “fungi”, other microbes or rot.

All other provisions of this policy apply.