

## SPECIAL PROVISIONS — FUNGI, WET OR DRY ROT, OR BACTERIA

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### SECTION I — PROPERTY COVERAGES

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#### PERSONAL PROPERTY LOSSES WE DO NOT COVER

The following is added:

11. **Fungi, Wet or Dry Rot, or Bacteria** meaning the presence, growth, proliferation or spread of **fungi**, wet or dry rot, or bacteria. This exclusion does not apply to the extent coverage is provided for in the **Additional Coverage 10. Fungi, Wet or Dry Rot, or Bacteria** under **Section I — Property Coverages**.

#### ADDITIONAL PROPERTY COVERAGES

10. **Fungi, Wet or Dry Rot, or Bacteria**. We will pay up to \$10,000 for:

- a. the direct physical loss to covered property caused by **fungi**, wet or dry rot, or bacteria;
- b. the cost to remove **fungi**, wet or dry rot, or bacteria from covered property;
- c. 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;
- d. the cost of any 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 there is the presence of **fungi**, wet or dry rot, or bacteria; and
- e. **Additional Living Expenses** or **Fair Rental Value** loss covered under **Coverage D — Loss of Use**.

This coverage only applies when such loss or costs:

- f. are a result of a loss we cover that occurs during the policy period;
- g. are not excluded under **Personal Property Losses We Do Not Cover** or **Losses We Do Not Cover — Condominium Building Items**; and
- h. only if all reasonable means are used to save and preserve the property from further damage.

This coverage does not apply to loss to trees, shrubs, or other plants.

The \$10,000 limit of liability is the most we will pay for the total of all loss or costs for Condominium Building Items and Coverages C and D, and does not increase the limit of liability for these coverages, regardless of the number of locations or number of claims made.

#### LOSSES WE DO NOT COVER

##### CONDOMINIUM BUILDING ITEMS

Item 5.c. is deleted and replaced by the following:

- c. smog, rust or other corrosion, or electrolysis;

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### DEFINITIONS

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The following is added:

16. **“Fungi”** means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spore, scents or other substances, products or byproducts produced, released by or arising out of **fungi**, including growth, proliferation or spread of **fungi** or the current or past presence of **fungi**. However, this definition does not include any **fungi** intended by the **insured** for consumption.
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## SPECIAL PROVISIONS — COLLAPSE

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### SECTION I — PROPERTY COVERAGES

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#### PERSONAL PROPERTY LOSSES WE COVER

Item **12. Collapse** is deleted.

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#### ADDITIONAL PROPERTY COVERAGES

The following is added:

##### 11. Collapse.

- a. We insure for direct physical loss to covered property involving collapse of the dwelling or any part of the dwelling if the collapse was caused by one or more of the following:
  - (1) The perils named under **Personal Property Losses We Cover**, with exception of item **12. Collapse** which is previously deleted in this endorsement;
  - (2) Decay that is hidden from view, unless the presence of such decay is known to an *insured* prior to collapse;
  - (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an *insured* prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain which collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- b. Loss to an awning, fence, patio, deck, pavement, swimming pool, hot tub or spa, including their filtration and circulation systems, landscape sprinkler system, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **a.(2)** through **(6)** above, unless the loss is a direct result of the collapse of the dwelling or any part of the dwelling to which it is attached.
- c. With respect to this coverage:
  - (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
  - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
  - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
  - (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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

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## SPECIAL PROVISIONS — MISSOURI

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### SECTION I — PROPERTY COVERAGES

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#### PERSONAL PROPERTY LOSSES WE DO NOT COVER

Item 7. is deleted and replaced by the following:

##### **Intentional Loss.**

- a. We will not pay for loss or damage, including loss or damage that is foreseeable, arising out of any act committed:
  - (1) by or at the direction of any *insured*; and
  - (2) with the intent to cause a loss.
- b. However, this exclusion will not apply to deny payment to an innocent co-*insured*, victim of domestic violence, when such coverage would otherwise be excluded under this provision if the *insured*:
  - (1) files a police report; and
  - (2) completes a sworn affidavit for the insurer that indicates both:
    - (a) the cause of the loss; and
    - (b) a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.
- c. If payment is made pursuant to Paragraph **b.**, payment to the innocent co-*insured* may be limited to such innocent co-*insured's* ownership interest in the property reduced by any payment to a mortgagee or other secured interest. However, we shall not be required to make any subsequent payment to any other *insured* for the part of any loss for which the innocent co-*insured* has received payment. In no event will we pay more than the Limit of Liability.

#### ADDITIONAL PROPERTY COVERAGES

The opening paragraph of item 1. is deleted and replaced by the following:

1. **Condominium Building Items.** We cover, as an additional amount of insurance, for direct physical loss to the following property:

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### SECTION I — PROPERTY CONDITIONS

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Item 5.a.(3) is deleted and replaced by the following:

- (3) If the cost to repair or replace is \$1,000 or more, we will pay the difference between *actual cash value* and *replacement cost* only after the damaged or destroyed property has actually been repaired or replaced.

The following is added to Item 5.b.(3):

If you fail to notify us of your intent within the 180 day time frame, such failure will not invalidate the claim unless such failure operates to prejudice our rights.

Item 7. **Appraisal** is deleted and replaced by the following:

#### 7. **Appraisal**

If you and we fail to agree on the *actual cash value* or the amount of loss, an appraisal of the loss may take place. On the written request of either, each party shall select a competent and disinterested appraiser within 20 days after receiving the request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the *residence premises* is located. The appraisers will separately set both the *actual cash value* and the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the *actual cash value* or the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. The umpire shall make the award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will set the amount of *actual cash value* and loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

Item **8. Suit Against Us**, is deleted and replaced by the following:

- 8. Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions and the action is started within ten years after the inception of the loss or damage.

Item **9. Our Option** is deleted and replaced by the following:

- 9. Our Option.** If we give you written notice within 15 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the property damaged with equivalent property.

In the event of partial loss caused by the peril of fire to covered property, at your option we shall, up to the limit of liability of this policy:

- a. pay you the actual cost of the damage; or
- b. repair the damage;

so that your property is returned to the same condition it was prior to the fire.

## SECTION II — LIABILITY COVERAGES

### LIABILITY LOSSES WE DO NOT COVER

Item **1.a.** is deleted and replaced by:

- a. which:
  - (1) is expected or intended by any **insured** or which is the foreseeable result of an act or omission intended by any **insured**; or
  - (2) results from violation of:
    - (a) criminal law; or
    - (b) local or municipal ordinance
 committed by, or with the knowledge or consent of any **insured**.

This exclusion applies even if:

- (3) such **insured** lacks the mental capacity to form intent;
- (4) such **bodily injury** or **property damage** is of a different kind or degree than expected or intended; or
- (5) such **bodily injury** or **property damage** is sustained by a different person, or persons, than expected or intended.

This exclusion applies whether or not any **insured** is charged or convicted of a violation of criminal law, or local or municipal ordinance.

Item **2.a.(3)** is deleted.

## SECTION II — ADDITIONAL LIABILITY COVERAGES

The following is added to item **1. Claim Expenses**:

- e. prejudgment interest awarded against an **insured** on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

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## SECTIONS I AND II — PROPERTY AND LIABILITY CONDITIONS

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The following paragraph is added to item **7. Our Right to Recover Payment:**

If payment is made to an innocent co-**insured** for a loss arising from an act of domestic violence, the rights of that **insured** to recover against the perpetrator are transferred to us to the extent of our payment. Following the loss, the innocent co-**insured** may not waive such rights to recover against the perpetrator of the domestic violence.

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## DEFINITIONS

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Item **2.b.(2)(b)** is deleted and replaced by the following:

- (b)** injury resulting from violation of:
  - i.** criminal law; or
  - ii.** local or municipal ordinancecommitted by, or with the knowledge or consent of any **insured**.

All other provisions of this policy apply.