

AMENDATORY MOLD, FUNGUS, WET ROT, DRY ROT, BACTERIA, OR VIRUS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITIONS

The following definition is added to the DEFINITIONS section:

9. **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus"** means any type or form of fungus, rot, virus or bacteria. This includes mold, mildew and any mycotoxins (meaning a toxin produced by a fungus), other microbes, spores, scents or byproducts produced or released by mold, mildew, fungus, rot, bacteria, or viruses.

SECTION I – PROPERTY COVERAGES

Additional Coverages

The following Additional Coverage is added:

11. Remediation of "Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus" Resulting Directly From Any Covered Loss

We will pay up to \$10,000 for the **"Remediation"** of **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus"** resulting directly from any covered loss.

"Remediation" means the reasonable and necessary treatment, containment, decontamination, removal or disposal of **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus"** as required to complete the repair or replacement of property, covered under Section I of the policy, that is damaged by any covered peril insured against, and also consists of the following:

1. The reasonable costs or expense to remove, repair, restore, and replace that property including the costs to tear out and replace any part of the building as needed to gain access to the **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus"**; and
2. the reasonable costs or expense for the testing or investigation necessary to detect, evaluate or measure **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus"**; and
3. any loss of fair rental value, or reasonable increase in additional living expenses, that is necessary to maintain your normal standard of living, if **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus"** resulting directly from any covered loss makes your residence premises uninhabitable.

We will pay no more than \$10,000 for the **"Remediation"** of **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus"** resulting directly from any covered loss during the policy period, regardless of the number of locations under the policy to which this endorsement is attached, the number of persons whose property is damaged, the number of "insureds," or the number of losses or claims made.

If there is a covered loss or damage to covered property, not caused, in whole or in part, by **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus,"** loss payment will not be limited by the terms of this Additional Coverage, except to the extent that **"Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus"** causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This Additional Coverage does not increase the limits of liability under Section I of the policy as shown in the Declarations.

SECTION I – EXCLUSIONS

Exclusion 9. is added:

9. Except as provided by **Additional Coverage 11.**, loss consisting of or caused by "**Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus**" is excluded, even if resulting from a peril insured against under Section I. We do not cover "**Remediation**" of "**Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus,**" even if resulting from a peril insured against under Section I, except as provided by **Additional Coverage 11.**

SECTION II (LIABILITY COVERAGES) – CONDITIONS

Condition 1. **Limit of Liability** is deleted and replaced by the following:

1. **Limit of Liability.** Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage Limit shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the alleged or threatened inhalation of, ingestion of contact with exposure to, existence of, or presence of any "**Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus**" will not be more than the Coverage **E** Aggregate Sublimit of Liability for "**Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus.**" That sublimit is \$50,000. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims made.

This sublimit is within, but does not increase, the Coverage **E** limit of liability shown in the Declarations. This sublimit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "**Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus**" described in 1. **Limit of Liability** of this endorsement, Condition 2. **Severability of Insurance** is deleted and replaced by the following:

2. **Severability of Insurance.** This insurance applies separately to each "insured" except with respect to the Coverage **E** Aggregate Sublimit of Liability described in this endorsement under Section II Conditions 1. **Limit of Liability.** This condition will not increase the limit of liability for this coverage.

Exclusions and limitations included in this endorsement are not applicable if "**Mold, Fungus, Wet Rot, Dry Rot, Bacteria, or Virus**" ensue from a covered fire or lightning loss.

This endorsement takes precedence over all other endorsements attached to your policy.