

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

# LIMITED FUNGUS(I), MOLD(S), SPORE(S), WET OR DRY ROT, BACTERIA, MILDEW OR YEAST COVERAGE

## SCHEDULE\*

|  |   |    |
|--|---|----|
| These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule. |   |    |
| <b>1.</b>  | Section I – Property Coverage Limit Of Liability for the Additional Coverage "Mold Related Items" | \$ |
| <b>2.</b>  | Section II – Coverage E Aggregate Sublimit Of Liability for "Mold Related Items"                  | \$ |
| *Entries may be left blank if shown elsewhere in this policy for this coverage.  |   |    |

**DEFINITIONS**

The following definitions are added:

1. "Mold Related Items" include the following definitions for "Fungus(i)", "Mold(s)", "Spore(s)", but also includes, Wet or Dry Rot, Bacteria, Mildew or Yeast.
  - a. "Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, mushrooms, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
  - b. "Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.
  - c. "Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

**SECTION I – PROPERTY COVERAGES**

The following Additional Coverage is added:

13. "Mold Related Items" (or Subparagraph 12. if this endorsement is attached to **HO 00 06**)
  - a. The amount shown in the Schedule above is the most we will pay for:

- (1) The total of all loss payable under Section I – Property Coverages caused by "mold related items";
  - (2) The cost to remove "mold related items" 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 "mold related items"; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of "mold related items" 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 "mold related items".
- b. The coverage described in 13.a. (or Subparagraph 12.a. if this endorsement is attached to **HO 00 06**) 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 amount shown in the Schedule for this coverage 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 "mold related items", loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "mold related items" causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Endorsement.

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

**SECTION I – PERILS INSURED AGAINST**

If this endorsement is attached to **HO 00 03** without **LEX 15 31** or **HO 00 03, HO 00 04** and **HO 00 06** with **LEX 15 31**:

Paragraph **A.2.c.(6)(c)** or **1.b.(5)(c)** (if **LEX 15 31** is attached) is deleted and replaced by the following:

**(c)** or **(c)** Smog, rust or other corrosion;

Paragraph **A.2.c.(6)(i)** or **1.b.(5)(i)** (if **LEX 15 31** is attached) is added:

**(i)** or **(i)** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form **HO 00 06** with **HO 17 32**:

For Coverage **A**:

Paragraph **2.c.(5)** is deleted and replaced with the following:

**(5)** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **2.c.(6)(c)** is deleted and replaced by the following:

**(c)** Smog, rust or other corrosion;

**SECTION I – EXCLUSIONS**

Exclusion **A.10.** (or Exclusion **10.** if this endorsement is attached to either a **HO 00 04** or **HO 00 06**) is added.

**10. "Mold Related Items"**

"Mold Related Items" means the presence, growth, proliferation, spread or any activity of "mold related items".

This Exclusion does not apply:

- a. When "Mold Related Items" results from fire or lightning; or
- b. To the extent coverage is provided for in the "Mold Related Items" 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 "Mold Related Items" is covered.

**SECTION I – CONDITIONS**

Condition **P.** Policy Period (or Condition **O.** if this endorsement is attached to **HO 00 04**) is deleted and replaced by the following:

**P. Policy Period**

This policy applies only to loss or costs which occur during the policy period.

**SECTION II – CONDITIONS**

Condition **A.** Limit Of Liability is deleted and replaced by the following:

**A. Limit Of Liability**

Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage **E** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** limit of liability shown in the Declarations.

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 actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "Mold Related Items" will not be more than the Section II – Coverage E Aggregate Sublimit Of Liability for "Mold Related Items". That sublimit is the amount shown in the Schedule. 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. It 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 Related Items" described in A. Limit Of Liability of this endorsement, Condition B. **Severability Of Insurance** is deleted and replaced by the following:

**B. Severability Of Insurance**

This insurance applies separately to each "insured" except with respect to the 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.

All other terms and conditions of the policy remain the same.