
LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

**The aggregate "limit" that applies to the Incidental Property Coverage for
Fungi, Wet or Dry Rot, or Bacteria is \$_____.**

**The Coverage L Annual Aggregate Sub-limit for Fungi, Wet or Dry Rot, or
Bacteria is \$_____.**

This policy is amended to include the following
"terms". All other "terms" of the policy apply,
except as amended by this endorsement.

DEFINITIONS

1. The following definition is added:

"Fungi" means any kind or form of fungus,
including but not limited to mildew and mold,
and any chemical, matter, or compound
produced or released by a fungus, including
but not limited to toxins, spores, fragments,
and metabolites such as microbial volatile
organic compounds.

2. When Coverage L has been extended to pay
for damages for which an "insured" is liable
by law because of "personal injury", the
following is added to the definition of
"personal injury":

"Personal injury" does not mean false arrest,
false imprisonment, wrongful eviction,
wrongful entry, wrongful detention, malicious
prosecution, misrepresentation, libel,
slander, defamation of character, or invasion
of privacy that results directly or indirectly, in
whole or in part, from the actual, alleged, or
threatened ingestion of, inhalation of,
physical contact with, exposure to, existence
of, or presence of "fungi", wet or dry rot, or
bacteria.

PROPERTY COVERAGES

INCIDENTAL PROPERTY COVERAGES

The following coverage is added:

Fungi, Wet or Dry Rot, or Bacteria -- The
coverage set forth below does not apply to
"fungi", wet or dry rot, or bacteria that result from
fire or lightning.

- a. The aggregate "limit" shown in this
endorsement for the Incidental Property
Coverage for Fungi, Wet or Dry Rot, or
Bacteria is the most "we" pay for the total of
all loss covered under:

- 1) the Principal Property Coverages; and
- 2) the Incidental Property Coverages,
except Emergency Removal and, if
provided by this policy, Collapse;

caused by or consisting of "fungi", wet or dry
rot, or bacteria.

This aggregate "limit" applies regardless of the number of claims made, assessments made, or locations insured under this policy. The aggregate "limit" is the most "we" pay for each consecutive annual period and for any remaining period of less than 12 months, beginning with the inception date of this policy as shown on the "declarations", for the total of all loss, cost, or expense covered under this Incidental Property Coverage. If, however, the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the "limit".

This coverage does not increase the "limits" shown for the property covered.

- b. The aggregate "limit" set forth under item a. above also applies to any cost or expense:
 - 1) to clean up, contain, treat, detoxify, or neutralize "fungi", wet or dry rot, or bacteria on covered property or remove "fungi", wet or dry rot, or bacteria from covered property;
 - 2) to remove and replace those parts of covered property necessary to gain access to "fungi", wet or dry rot, or bacteria; and,
 - 3) if there is reason to believe that "fungi", wet or dry rot, or bacteria is present, to test for the existence or level of "fungi", wet or dry rot, or bacteria, or the lack thereof, but only to the extent of that belief. This applies regardless of when such testing is performed.
- c. The coverage set forth under items a. and b. above applies only when:
 - 1) such loss, cost, or expense is a result of a Peril Insured Against that occurs during the policy period; and
 - 2) all reasonable steps were taken to protect covered property from further damage at and after the time the Peril Insured Against occurred.

- d. The "terms" of this Incidental Property Coverage do not apply to covered loss or damage to covered property that is not caused, in total or in part, by "fungi", wet or dry rot, or bacteria, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. When "fungi", wet or dry rot, or bacteria causes an increase in such a loss, that increase is subject to the "terms" of this Incidental Property Coverage.

EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

1. The following exclusion is added under item 1.:

Fungi, Wet or Dry Rot, or Bacteria -- "We" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungi", wet or dry rot, or bacteria, except as provided under the Incidental Property Coverage for Fungi, Wet or Dry Rot, or Bacteria. This applies even if the "fungi", wet or dry rot, or bacteria result from or are aggravated by a loss that may be covered by this policy, including but not limited to loss caused by the accidental discharge of liquids or steam from a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system; water heater; or domestic appliance. However, this does not apply to "fungi", wet or dry rot, or bacteria that result from fire or lightning or loss that is covered under the Incidental Property Coverage for Emergency Removal or, if provided by this policy, Collapse.

"We" do pay for direct loss caused by a Peril Insured Against that results from "fungi", wet or dry rot, or bacteria.

2. Wear and Tear is deleted and replaced by the following:

Wear and Tear -- "We" do not pay for loss that results from wear and tear, marring, deterioration, inherent vice, latent defect, mechanical breakdown, rust, corrosion, contamination, or smog.

HOW MUCH WE PAY FOR LOSS OR CLAIM

1. Coverage L -- Personal Liability is deleted and replaced by the following:

Coverage L -- Personal Liability --

- a. Subject to the Coverage L Annual Aggregate Sub-limit for Fungi, Wet or Dry Rot, or Bacteria, the "limit" shown on the "declarations" for Coverage L is the most "we" pay for loss for each "occurrence". This applies regardless of the number of:

- 1) persons insured under this policy;
- 2) parties who sustain injury or damage; or
- 3) claims made or suits brought.

- b. The most "we" pay for the total of all "bodily injury" and "property damage" that arise directly or indirectly, in total or in part, from the actual, alleged, or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of "fungi", wet or dry rot, or bacteria is the "limit" shown in this endorsement as the Coverage L Annual Aggregate Sub-limit for Fungi, Wet or Dry Rot, or Bacteria.

However, this does not apply to:

- 1) "bodily injury" that results from "fungi" cultivated or harvested for human consumption or food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to Staphylococcus aureus, Salmonella, Clostridium perfringens, Campylobacter, Listeria monocytogenes, Vibrio parahaemolyticus, Bacillus cereus, and Escherichia coli.);

- 2) "bodily injury" to a "farm employee" to the extent that coverage for "bodily injury" to "farm employees" is provided by this policy; or
- 3) "bodily injury" or "property damage" that results from a slip, fall, or loss of footing attributable to a surface made slippery by the presence of or existence of "fungi", wet or dry rot, or bacteria.

- c. The Coverage L Annual Aggregate Sub-limit for Fungi, Wet or Dry Rot, or Bacteria applies regardless of the number of:

- 1) "occurrences";
- 2) "insureds";
- 3) claims made;
- 4) suits brought;
- 5) persons who sustain injury or whose property is damaged; or
- 6) locations insured under this policy.

The "limit" shown in this endorsement as the Coverage L Annual Aggregate Sub-limit for Fungi, Wet or Dry Rot, or Bacteria is the most that "we" pay for each consecutive annual period and for any remaining period of less than 12 months, beginning with the inception date of this policy as shown on the "declarations". If, however, the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the "limit".

The Coverage L Annual Aggregate Sub-limit for Fungi, Wet or Dry Rot, or Bacteria does not increase the Coverage L "limit".

2. Restoration of Limits does not apply with respect to payments made:
- a. under the Incidental Property Coverage for Fungi, Wet or Dry Rot, or Bacteria; or

- b. for "bodily injury" or "property damage"
subject to the Coverage L Annual
Aggregate Sub-limit for Fungi, Wet or
Dry Rot, or Bacteria.