

**PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.**

## FUNGI AND BACTERIA – COVERAGE LIMITATION

With regard only to coverage provided by this endorsement, “your” policy is amended as indicated.

SCHEDULE	
Section I – Property Coverage Limit Of Liability for “Fungi” and Bacteria Coverage	Annual Aggregate Limit: \$ 5,000.00
Section II – Personal Liability Coverage Sublimit Of Liability for “Fungi” and Bacteria Coverage	Annual Aggregate Limit: \$ 50,000.00

### SECTION I – ADDITIONAL PROPERTY COVERAGES

The following **Additional Property Coverage** is added:

**1. “Fungi” and Bacteria Property Coverage**

Subject to the “Fungi” and Bacteria Property Coverage Limit, “we” pay for direct physical loss to covered property caused by or consisting of a bacterium or “fungi”, when the presence of the bacterium, fungus, or protist:

- a. Is the direct result of accidental direct physical loss caused by a peril listed under **SECTION I – PERILS INSURED AGAINST**; and
- b. All reasonable means were used to save and preserve the property at and after the time of loss; and
- c. The accidental direct physical loss is reported to “us” within 72 hours of its occurrence.

**Missouri Policy Exception – applicable only to policies issued in the state of Missouri:**

If “you” fail to notify “us” within the 72 hour time frame, such failure will not invalidate the claim unless such failure operates to prejudice “our” rights. Prejudice to “our” rights will be deemed to have occurred if “fungi” or bacterium are present by the time that oral or written notice of the claim is provided to “us”.

Such direct physical loss includes:

- a. Direct physical loss caused by or consisting of a chemical, matter, or compound produced or released by such, bacterium or “fungi”; and
- b. The reasonable cost or expense to:
  - (1) Clean up, remove, remediate, contain, detoxify, neutralize, treat, monitor or analyze the effects of the bacterium or “fungi”; and
  - (2) Remove and replace those parts of covered property necessary to repair or replace the damage or to clean up, remove, remediate, contain, detoxify, neutralize, treat, monitor or analyze the effects of the bacterium or “fungi”.
  - (3) The cost of testing of air or property to confirm the presence or level of “fungi” or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of testing will be provided only to the extent that there is a reason to believe that there is a presence of “fungi” or bacteria.

However, this coverage does not apply to a bacterium or “fungi”:

- a. That is the result of accidental discharge or overflow:
  - (1) Caused by continuous or repeated seepage or leakage;
  - (2) That occurs when the residence has been vacant or unoccupied for more than 60 consecutive days immediately preceding the loss (a residence being built is not vacant); or
  - (3) From a sump, sump pump, or related equipment; or

- b. On the “insured premises” that is the result of accidental discharge or overflow:
  - (1) That comes from off the “insured premises”; or
  - (2) Caused by freezing while the residence is vacant or unoccupied or under construction and unoccupied, unless “you” have taken reasonable care to:
    - (a) Maintain heat in the building or mobile home; or
    - (b) Shut off the liquid supply and drain the system, heater, or domestic appliance.

This sublimit is within, but does not increase, the limits shown for the property covered. “Our” limit of liability shall not be restored in any subsequent policy period with regards to a single occurrence or occurrences.

## SECTION I – EXCLUSIONS

With respect only to the coverage provided by this endorsement the following exclusion is added:

### 1. “Fungi” or Bacteria

“We” do not pay for loss that results from or consists of:

- a. A bacterium or “fungi”; or
  - b. A chemical, matter, or a compound produced or released by a bacterium or “fungi”;
- except as provided under **ADDITIONAL PROPERTY COVERAGES 1. “Fungi” and Bacteria Property Coverage**, above.

## SECTION II – CONDITIONS

### A. Limits of Liability

With respect only to the coverage provided by this endorsement, the following Condition is added:

“We” will pay no more than the Annual Aggregate Limit stated above for all losses that result in “bodily injury” or “property damage” occurring in a twelve month period beginning with the inception date of this policy or any anniversary of the inception date, covered by this policy arising directly or indirectly, in whole or in part, from the actual, alleged or threatened inhalation of, consumption of, physical contact with, exposure or proximity to, or presence of any “fungi”, regardless of the number of “occurrences”, the number of claims made, or the number of locations insured under this policy.

This sublimit is within, but does not increase, the limits of liability. “Our” limit of liability shall not be restored in any subsequent policy period with regards to a single “occurrence” or “occurrences”.

## DEFINITIONS

The following definition is added:

“Fungi” means any type or form of fungus, including mildew and mold, and any mycotoxins, spores, scents, or by-products produced or released by “fungi”. “Fungi” does not include mold and mildew or any mycotoxins, spores, scents, or by-products produced or released by “fungi”, if included in or contained on any goods or products intended for human or animal consumption.

All other terms and conditions of this policy apply.