

**LIMITED FUNGI, MOLD, WET OR DRY ROT, OR BACTERIA COVERAGE
ENDORSEMENT
(HIG HO 09 FCE)**

1.	Section I – Property Coverage Limit of Liability for the additional Coverage “Fungi”, Mold, Wet or Dry Rot, Or Bacteria	\$ Each Covered Loss \$ Policy Aggregate
2.	Section II – Coverage E Aggregate Sublimit of Liability for “Fungi”, Mold, Wet or Dry Rot, Or Bacteria	\$ 50,000

*Entries may be left blank if shown on the declarations page for this policy for this coverage.

DEFINITIONS

The following definition is added:

“Fungi” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.

- a. Under Section II, this does not include any fungi that are on, or are contained in, a good or product intended for consumption.

SECTION I – PROPERTY COVERAGES

ADDITIONAL COVERAGES

The following Additional Coverage is added:

“Fungi”, Mold, Wet or Dry Rot, Or Bacteria

- a. We will pay up to the amount stated in the Declarations for Limit of Liability for “Fungi” Coverage for:
 - 1) The total of all loss payable under Section I – Property Coverages caused by or resulting directly or indirectly from “fungi”, mold, wet or dry rot, or bacteria;
 - 2) The cost to remove “fungi”, mold, wet or dry rot, or bacteria 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 “fungi”, mold, wet or dry rot, or bacteria; and
 - 4) The cost of testing of air or property to confirm the absence, presence or level of “fungi”, mold, 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 that there is the presence of “fungi”, mold, wet or dry rot, or bacteria.
- b. The coverage described in a. only applies when such loss 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 **Each Covered Loss** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss payable under this Additional Coverage resulting from any one covered loss; and

The **Policy Aggregate** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss payable under this Additional Coverage for all covered losses, regardless of the number of locations insured under this endorsement or number of claims made.

- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by “fungi”, mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that “fungi”, mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

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

SECTION I – EXCLUSIONS

The following Exclusion is added:

“Fungi”, Mold, Wet or Dry Rot, or Bacteria

“Fungi”, mold, wet or dry rot, or bacteria meaning the presence, growth, proliferation, spread or any activity of “fungi”, mold, wet or dry rot or bacteria.

This Exclusion does not apply:

- a. When “fungi”, mold, wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the “Fungi”, Mold, Wet or Dry Rot, Or Bacteria 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 “fungi”, mold, wet or dry rot, or bacteria is covered.

(This is exclusion i in Form **HO 00 03**.)

SECTION II – LIABILITY

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 **E** limit of liability 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 will 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 actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any “fungi”, mold, wet or dry rot, or bacteria will not be more than the Section II – Coverage **E** Aggregate Sublimit of Liability for “Fungi”, Mold, Wet or Dry Rot, or Bacteria. That Sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- 1) Number of locations insured under the policy to which this endorsement is attached;
- 2) Number of persons injured;
- 3) Number of persons whose property is damaged;
- 4) Number of “insureds”; or
- 5) 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 “Fungi”, Mold, Wet or Dry Rot, or Bacteria described in **1. Limit of Liability** of this endorsement, Condition **2. Severability of Insurance** is deleted and replaced with the following:

2. 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.

SECTION I and II CONDITIONS

Condition **1. Policy Period** is deleted and replaced by the following:

1. Policy Period

This policy applies only to loss in Section **I** or “bodily injury” or “property damage” in Section **II**, which occurs during the policy period.

All other policy provisions apply.