

## LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

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

**The aggregate "limit" that applies to the Incidental Property Coverage for Fungi, Wet or Dry Rot, or Bacteria is \$2,500.**

**The Fungi, Wet or Dry Rot, or Bacteria Liability Coverage Aggregate Limit is \$5,000.**

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

1. The following definition is added to the Definitions section of the Dwelling Coverage "terms" it is also added to the Definitions section of each applicable coverage part.

"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. The following exclusion is added under General Exclusions in form FMH-2001.

**Fungi, Wet or Dry Rot, or Bacteria** -- "We" do not pay for loss, cost, or expense caused by or relating to the existence of "fungi", wet or dry rot, or bacteria, unless the cause of the "fungi", wet or dry rot or bacteria is the direct result of a covered loss covered by one or more of the perils found under Coverage C.

We do not pay for "fungi", wet or dry rot or bacteria to any farm or business property insured under Coverage E, F or G or business property section of this policy.

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

3. The Wear and Tear exclusion in form FMH-2001 is deleted and replaced by the following exclusion. When this policy includes form FMH-2005, the Wear and Tear exclusion in

that form is also deleted and replaced by the following exclusion.

**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. "We" do pay for an ensuing loss that is otherwise covered by this policy.

4. The following Incidental Property Coverage is added to Coverage A and C.

**Fungi, Wet or Dry Rot, or Bacteria** -- The coverage set forth below applies to "fungi", wet or dry rot or bacteria that occur to covered property insured under Coverage A or C.

- 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 this Incidental Property Coverage caused by or consisting of "fungi", wet or dry rot, or bacteria.

This aggregate "limit" applies regardless of the number of claims 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, increased cost, or expense 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 an accidental loss and not a continuous or repeated event that:
  - a) applies to the covered property; and
  - b) 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.

5. Restoration of Limits under How Much We Pay For Loss Or Claim in form FMH-2001 is deleted and replaced by the following:

Restoration of Limits -- Except for payments made under the Incidental Property Coverage for Fungi, Wet or Dry Rot, or Bacteria, each loss "we" pay under this policy does not reduce the "limits" available over the policy period.

When this policy includes Liability Coverage "terms", those "terms" are amended by the following provisions.

6. The following is added under How Much We Pay.

**Fungi, Wet or Dry Rot, or Bacteria Liability Coverage Aggregate Limit --**

- a. Subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, the "limit" shown in this endorsement as the Fungi, Wet or Dry Rot, or Bacteria Liability Coverage Aggregate Limit is the most "we" will pay for the sum of all "damages" under Coverage L and all medical expenses under Coverage M 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.

The Fungi, Wet or Dry Rot, or Bacteria Liability Coverage Aggregate Limit applies separately to each consecutive 12-month period beginning with the inception date of this Commercial Liability Coverage shown on the "declarations". It

also applies separately to any remaining policy period of less than 12 months, unless this Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last

preceding period for the purpose of determining "limits".

The Fungi, Wet or Dry Rot, or Bacteria Liability Coverage Aggregate Limit does not increase the General Aggregate Limit or the Products/Completed Work Hazard Aggregate Limit.

- b. The Fungi, Wet or Dry Rot, or Bacteria Liability Coverage Aggregate Limit 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, Vibro 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.

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