

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

(Entries required to complete the Schedule will be shown below or on the "declarations".)

Schedule

- A. **The aggregate "limit" that applies to the Incidental Property Coverage for Bacteria, Fungi, Wet Rot, Or Dry Rot is \$10,000.00.**
- B. **The Coverage L Annual Aggregate Sub-limit for Bacteria, Fungi, Wet Rot, Or Dry Rot is \$50,000.00.**

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

PROPERTY COVERAGES

INCIDENTAL PROPERTY COVERAGES

The following coverage is added:

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

- a. The aggregate "limit" shown in item A. in the Schedule above for the Incidental Property Coverage for Bacteria, Fungi, Wet Rot, Or Dry Rot 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 bacteria, "fungi", wet rot, or dry rot.

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 in a. above also applies to any cost or expense to:
- 1) clean up, contain, treat, detoxify, or neutralize bacteria, "fungi", wet rot, or dry rot on covered property or remove bacteria, "fungi", wet rot, or dry rot from covered property;
 - 2) remove and replace those parts of covered property necessary to gain access to bacteria, "fungi", wet rot, or dry rot; and

- 3) test for the existence or level of bacteria, "fungi", wet rot, or dry rot, or the lack thereof, but only if there is reason to believe that bacteria, "fungi", wet rot, or dry rot is present and then only to the extent of that belief. This applies regardless of when such testing is performed.
- c. The coverage set forth in 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 bacteria, "fungi", wet rot, or dry rot, except to the extent that bacteria, "fungi", wet rot, or dry rot cause an increase in the loss. When bacteria, "fungi", wet rot, or dry rot cause an increase in such a loss, that increase is subject to the "terms" of this Incidental Property Coverage.

EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

The Bacteria, Fungi, Wet Rot, Or Dry Rot exclusion is deleted and replaced by the exclusion that follows.

However, this does not delete or replace the provision added to the Bacteria, Fungi, Wet Rot, Or Dry Rot exclusion by any of the following endorsements, if attached to this policy:

- a. Computer Coverage;
- b. Coverage C -- Personal Property -- Special Coverage;
- c. Special Personal Property Coverage; or

- d. Unit-Owners Coverage C -- Special Coverage.

Bacteria, Fungi, Wet Rot, Or Dry Rot -- "We" do not pay for loss, cost, or expense caused by, consisting of, or relating to the existence of or any activity of bacteria, "fungi", wet rot, or dry rot, except as provided under the Incidental Property Coverage for Bacteria, Fungi, Wet Rot, Or Dry Rot. This applies even if the bacteria, "fungi", wet rot, or dry rot 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 water or steam from a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system; water heater; or domestic appliance.

However, this exclusion does not apply to bacteria, "fungi", wet rot, or dry rot that result from fire or lightning.

"We" do pay for direct loss to covered property caused by a Peril Insured Against resulting from bacteria, "fungi", wet rot, or dry rot.

HOW MUCH WE PAY FOR LOSS OR OCCURRENCE

1. With respect to "bodily injury" or "property damage" arising out of bacteria, "fungi", wet rot, or dry rot, 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 Bacteria, Fungi, Wet Rot, Or Dry Rot, 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;

- 3) claims made or suits brought; or
- 4) policy periods involved.

All "bodily injury" and "property damage" arising out of any one accident or out of repeated exposures to similar conditions will be considered one "occurrence".

- 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, out of the actual, alleged, or threatened ingestion of, inhalation of, contact with, exposure to, existence of, presence of, or activity of bacteria, "fungi", wet rot, or dry rot is the "limit" shown in item B. in the Schedule above as the Coverage L Annual Aggregate Sub-limit for Bacteria, Fungi, Wet Rot, Or Dry Rot.

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 bacteria, "fungi", wet rot, or dry rot.

- c. The Coverage L Annual Aggregate Sub-limit for Bacteria, Fungi, Wet Rot, Or Dry Rot 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 item B. in the Schedule above as the Coverage L Annual Aggregate Sub-limit for Bacteria, Fungi, Wet Rot, Or Dry Rot 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 Bacteria, Fungi, Wet Rot, Or Dry Rot does not increase the Coverage L "limit".

2. With respect to "bodily injury" or "property damage" arising out of bacteria, "fungi", wet rot, or dry rot, Severability is deleted and replaced by the following:

Severability -- The Liability Coverages provided by this policy apply separately to each "insured", except with respect to the "limits" that apply.

Therefore, this provision does not increase the Coverage L Annual Aggregate Sub-limit for Bacteria, Fungi, Wet Rot, Or Dry Rot, regardless of the number of "insureds".