

NEVADA AMENDATORY HOMEOWNERS ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Nevada Amendatory Homeowners Endorsement previously a part of this policy.

This policy is amended as follows:

DEFINITIONS

The following definition is added:

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

The definition **You** and **Your** is deleted and replaced by:

You and **your** refer to the person or people shown as the named **insured** in the Declarations. These words also refer to **your** spouse, or a person who, with the named **insured**, has entered into a domestic partnership recognized under Nevada law, who is a resident of **your** household.

SUPPLEMENTARY COVERAGES – SECTION I

The **Fungi, Wet or Dry Rot or Bacteria** Supplementary Coverage is deleted and replaced by the following:

Fungi or Bacteria. **Fungi** or bacteria must occur on the **insured premises** and be caused by or result from a cause of loss other than **fungi** or bacteria covered by this policy. The cause of loss and the actual loss itself must occur while this policy is in effect. **Fungi** or bacteria must cause direct physical loss to property covered by this policy.

We will pay up to a total of \$5,000 for:

1. the reasonable and necessary costs for work actually performed to:
 - a. clean up, remove and dispose of **fungi** or bacteria from covered property;
 - b. repair, restore or replace covered property damaged by **fungi** or bacteria; and
 - c. test the air or property to confirm the absence, presence or level of **fungi** or bacteria only to the extent that there is a reason to believe that there is the presence of **fungi** or bacteria on the **insured premises**; and
2. a necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living when a covered loss caused by **fungi** or bacteria makes that part of the **insured premises** where **you** reside uninhabitable.

This coverage does not increase the **limit** applying to the property.

No other coverages apply to **fungi** or bacteria.

The **Fungi** or Bacteria exclusion does not apply to this coverage.

When this policy is a HO-5 (Gold Star Special Deluxe Form) or a HO-6 (Condo-Unit Form 6), the following is added to Supplementary Coverages – Section I:

Ordinance, Law or Regulation. We will cover an amount up to 10% of the limit of liability that applies to Coverage A for the increased costs **you** incur due to the enforcement of any ordinance, law or regulation which requires or regulates:

1. the construction, demolition, remodeling, renovation or repair of that part of the covered building or other structure on the **insured premises** damaged by a Peril Insured Against; or
2. the demolition and reconstruction of the undamaged part of a covered building or other structure on the **insured premises**, when that building or other structure must be totally demolished because of damage by the Peril Insured Against to another part of that covered building or other structure.

This coverage includes any costs due to Ordinance, Law or Regulation **you** incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property on the **insured premises** as stated above. This coverage does not apply unless **you** repair or rebuild **your** property at the present location.

We do not cover the loss in value to any covered building or other structure on the **insured premises** due to the requirements of any ordinance, law or regulation.

The **pollution** exclusion applies to this coverage whether or not actions are taken at the direction or request of any governmental body, agency or other jurisdiction or due to the requirements of any ordinance, law or regulation.

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

PERILS INSURED AGAINST – SECTION I

COVERAGE A – DWELLING AND DWELLING EXTENSION and COVERAGE A – REAL PROPERTY

When this policy is a HO-5 (Gold Star Special Deluxe Form), HO-3 (Homeowners Special Form 3), CV-3 (Custom Value Homeowners Special Form 3) or a HO-6 (Condo-Unit Form 6), LOSSES NOT COVERED is deleted and replaced by the following:

LOSSES NOT COVERED

We do not cover loss to the property described in Coverage A resulting directly or indirectly from, or consisting of, or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Losses excluded under EXCLUSIONS – SECTION I.
2. **Collapse**, other than as provided in Supplementary Coverages – Section I, under Collapse.
3. **Continuous or Repeated Seepage** or leakage of water or steam from within a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or from within a household appliance which occurs over a period of weeks, months or years.
4. **Freezing** of a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the residence is **vacant**, unoccupied or under construction, unless **you** have taken precaution to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the system and appliances of water.
5. **Freezing, Thawing, Pressure or Weight of Water or Ice**, whether or not driven by wind, to:
 - a. a fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock; or
 - b. an outdoor swimming pool, outdoor sauna, outdoor whirlpool or hot tub, including filters, pipes, pumps and other related equipment.
6. **Other Causes of Loss:**
 - a. wear and tear, marring, scratching, deterioration;
 - b. inherent vice, latent or inherent defect, mechanical breakdown;
 - c. smog, rust, corrosion, frost, condensation, wet or dry rot;
 - d. smoke from agricultural smudging or industrial operations;
 - e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, we cover loss caused by the water or steam. We also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.

7. **Theft** in or from a dwelling while under construction, or of materials and supplies for use in the construction, until completed and occupied.
8. **Vandalism or Malicious Mischief** or breakage of glass and safety glazing if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss. A dwelling under construction is not considered **vacant**.

However, we do cover any resulting loss to property described in Coverage A from items 2 through 8 above, not excluded or excepted in this policy.

When this policy includes the Gold Star Elite Endorsement, END. 585, LOSSES NOT COVERED – COVERAGE A AND COVERAGE B is amended as follows:

Other Causes of Loss is deleted and replaced by the following:

Other Causes of Loss:

- a. wear and tear, marring, scratching, deterioration;
- b. inherent vice, latent or inherent defect, mechanical breakdown;
- c. smog, rust, corrosion, frost, condensation, wet or dry rot;
- d. smoke from agricultural smudging or industrial operations;
- e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, we cover loss caused by the water or steam. We also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.

EXCLUSIONS – SECTION I

PART A

The following exclusions apply to Coverage A – Dwelling and Dwelling Extension, Coverage B – Personal Property, Coverage C – Loss of Use and the Supplementary Coverages – Section I. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

is deleted and replaced by:

PART A

The following exclusions apply to Coverage A – Dwelling and Dwelling Extension, Coverage B – Personal Property, Coverage C – Loss of Use and the Supplementary Coverages – Section I. We do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

The **Fungi, Wet or Dry Rot or Bacteria** exclusion is deleted and replaced by the following:

Fungi or Bacteria, meaning the presence, growth, proliferation, spread or any activity of **fungi** or bacteria.

CONDITIONS – SECTION I

When this policy is a HO-6 (CONDO-UNIT FORM 6), the following condition is deleted from **CONDITIONS – SECTION I**, Paragraph 7. **Loss Deductible**:

In the event of a covered loss to the **insured premises** that results in coverage under Coverage A – Real Property, and when, at the time of the loss, the corporation or association of property owners that governs the affairs of the **insured premises** has coverage in force with American Family Mutual Insurance Company on the building containing the unit insured under this policy, no deductible applies.

The following is added to the **Loss Value Determination** condition:

Replacement cost coverage for a damaged building or other structure does not include any cost to repair or replace damaged property due to the requirements of any ordinance, law or regulation, unless specifically provided under this policy.

The following condition is added:

Matching of Undamaged Property. We will not pay to repair or replace undamaged property due to mismatch between undamaged material and new material used to repair or replace damaged material because of:

- a. texture, dimensional differences;
- b. color, fading, oxidation, weathering differences;
- c. wear and tear, marring, scratching, deterioration; or
- d. obsolescence or discontinuation.

We do not cover the loss in value to any property due to mismatch between undamaged material and new material used to repair or replace damaged material.

All other terms remain unchanged.