

SPECIAL PROVISIONS — FUNGI, WET OR DRY ROT, OR BACTERIA

SECTION I — PROPERTY COVERAGES

PERSONAL PROPERTY LOSSES WE DO NOT COVER

The following is added:

11. **Fungi, Wet or Dry Rot, or Bacteria** meaning the presence, growth, proliferation or spread of *fungi*, wet or dry rot, or bacteria. This exclusion does not apply to the extent coverage is provided for in the **Additional Coverage 9. Fungi, Wet or Dry Rot, or Bacteria** under **Section I — Property Coverages**.

ADDITIONAL PROPERTY COVERAGES

The following is added:

9. **Fungi, Wet or Dry Rot, or Bacteria**. We will pay up to \$10,000 for:
- the direct physical loss to covered property caused by *fungi*, wet or dry rot, or bacteria;
 - the cost to remove *fungi*, wet or dry rot, or bacteria from covered property;
 - the cost to tear out and replace any covered property as needed to gain access to the *fungi*, wet or dry rot, or bacteria;
 - the cost of any testing of air or property to confirm the absence, presence or level of *fungi*, 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 there is a presence of *fungi*, wet or dry rot, or bacteria; and
 - Additional Living Expenses** or **Fair Rental Value** loss covered under **Coverage D — Loss of Use**.

This coverage only applies when such loss or costs:

- are a result of a loss we cover that occurs during the policy period;
- are not excluded under **Personal Property Losses We Do Not Cover**; and
- only if all reasonable means are used to save and preserve the property from further damage.

This coverage does not apply to loss to trees, shrubs or other plants.

The \$10,000 limit of liability is the most we will pay for the total of all loss or costs for Coverages C and D, and does not increase the limit of liability for these coverages, regardless of the number of locations or number of claims made.

DEFINITIONS

The following is added:

16. **“Fungi”** means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spore, scents or other substances, products or byproducts produced, released by or arising out of *fungi*, including growth, proliferation or spread of *fungi* or the current or past presence of *fungi*. However, this definition does not include any *fungi* intended by the **insured** for consumption.

SPECIAL PROVISIONS — COLLAPSE

SECTION I — PROPERTY COVERAGES

PERSONAL PROPERTY LOSSES WE COVER

Item 12. **Collapse** is deleted.

ADDITIONAL PROPERTY COVERAGES

The following is added:

10. Collapse.

- a. We insure for direct physical loss to covered property involving collapse of the dwelling or any part of the dwelling if the collapse was caused by one or more of the following:
 - (1) The perils named under **Personal Property Losses We Cover**, with exception of item **12. Collapse** which is previously deleted in this endorsement;
 - (2) Decay that is hidden from view, unless the presence of such decay is known to an *insured* prior to collapse;
 - (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an *insured* prior to collapse;
 - (4) Weight of contents, equipment, animals or people;
 - (5) Weight of rain which collects on a roof; or
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- b. Loss to an awning, fence, patio, deck, pavement, swimming pool, hot tub or spa, including their filtration and circulation systems, landscape sprinkler system, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **a.(2)** through **(6)** above, unless the loss is a direct result of the collapse of the dwelling or any part of the dwelling to which it is attached.
- c. With respect to this coverage:
 - (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
 - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
 - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
 - (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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

SPECIAL PROVISIONS — NEVADA

SECTION I — PROPERTY CONDITIONS

Item **5. Loss Settlement** is deleted and replaced by the following:

5. Loss Settlement

- a. **Full value.** Personal property under Coverage C or Option E — Scheduled Personal Property, not otherwise described under **Loss Settlement, 5.b., Actual Cash Value**, below, and awnings, carpeting, domestic appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings, at **replacement cost** at the time of loss subject to the following:
 - (1) We will pay the full cost of repair or replacement, but not exceeding the smallest of the following amounts:
 - (a) the limit of liability of this policy applicable to the damaged, destroyed or stolen property;
 - (b) the **replacement cost** of the property or any part;

- (c) the full amount actually and necessarily spent by the **insured** in repairing or replacing the property or any part;
 - (d) the direct financial loss you incur; or
 - (e) our pro rata share of any loss when divided with any other valid and collectible insurance applying to the covered property at the time of loss.
- (2) We will pay the difference between **actual cash value** and **replacement cost** only after the damaged, destroyed or stolen property has actually been repaired or replaced.
 - (3) You may make a claim for loss on an **actual cash value** basis and then make a claim, within 180 days after loss, for any additional liability under **replacement cost**, after you have repaired or replaced the property.

This **Loss Settlement, 5.a.**, Full Value, is an optional coverage and applicable only if purchased and shown in the Declarations.

b. Actual Cash Value.

The following property:

- (1) antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced;
- (2) memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value;
- (3) personal property not maintained in good or workable condition;
- (4) personal property that is outdated or obsolete and is stored or not being used;
- (5) property not owned by any **insured**; and
- (6) motorized land vehicles or earth moving or excavating equipment used to service the **residence premises**; and

if Full Value, 5.a., is not purchased and shown in the Declarations, then;

- (7) all other personal property; and
- (8) awnings, carpeting, domestic appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;

at **actual cash value** at the time of loss not exceeding the amount necessary to repair or replace.

Item 8. **Suit Against Us**, is deleted and replaced by the following:

- 8. **Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions and the action is started within one year after the inception of the loss or damage.

SECTION II — LIABILITY COVERAGES

LIABILITY LOSSES WE DO NOT COVER

Item 1.a. is deleted and replaced by:

a. which:

- (1) is expected or intended by any **insured** or which is the foreseeable result of an act or omission intended by any **insured**; or
- (2) results from violation of:
 - (a) criminal law; or
 - (b) local or municipal ordinance
 committed by, or with the knowledge or consent of any **insured**.

This exclusion applies even if:

- (3) such **insured** lacks the mental capacity to form intent;
- (4) such **bodily injury** or **property damage** is of a different kind or degree than expected or intended; or

- (5) such ***bodily injury*** or ***property damage*** is sustained by a different person, or persons, than expected or intended.

This exclusion applies whether or not any ***insured*** is charged or convicted of a violation of criminal law, or local or municipal ordinance.

Item **2.a.(3)** is deleted.

DEFINITIONS

Item **2.b.(2)(b)** is deleted and replaced by the following:

- (b) injury resulting from violation of:
- i. criminal law; or
 - ii. local or municipal ordinance
- committed by, or with the knowledge or consent of any ***insured***.

All other provisions of this policy apply.