## ENDORSEMENT AMENDING SECTION II - EXCLUSIONS

E**4041** 1st Edition

(For Townhouse and Condominum Owners Package Policy):

Under **SECTION II** - **EXCLUSIONS** - **Applying To Coverage E and F** - **Personal Liability and Medical Payments to Others,** the following item, Exclusion 12., is added:

12. arises out of, results from, is caused by, is contributed to, or is aggravated by, whether directly or indirectly, rust, mold, fungus, or wet or dry rot.

This includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of rust, mold, fungus, or wet or dry rot;
- (b) any supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, rust, mold, fungus, or wet or dry rot, or the activities described in Exclusion 12., Subpart(a) above; and
- (c) any obligation to share with or repay another who must pay damages because of injury or damage of the type described in Exclusion 12. This applies regardless of any other cause that contributed, directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(For Broad Form Renters Package Policy):

Under **SECTION II** - **EXCLUSIONS** - **Applying To Coverage E and F** - **Personal Liability and Medical Payments to Others,** the following item, Exclusion 13., is added:

13. arises out of, results from, is caused by, is contributed to, or is aggravated by, whether directly or indirectly, rust, mold, fungus, or wet or dry rot.

This includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of rust, mold, fungus, or wet or dry rot;
- (b) any supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, rust, mold, fungus, or wet or dry rot, or the activities described in Exclusion 13., Subpart(a) above; and
- (c) any obligation to share with or repay another who must pay damages because of injury or damage of the type described in Exclusion 13. This applies regardless of any other cause that contributed, directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.