

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

## **HOMEOWNERS AMENDATORY ENDORSEMENT**

Under Section **I** – Exclusions, **A. 8.** paragraph **a.**, the following sentence is added:

This exclusion does not apply to the interests of an **insured** who did not cause, did not contribute to, and was not aware of the intentional act before it was committed.

Paragraph **b.(2)** is deleted in its entirety and replaced with the following:

- (2)** Did not cause, did not contribute to, and was not aware of the intentional act, or did not cooperate in or contribute to the creation of the loss, before it was committed.

Paragraph **c.** is deleted in its entirety and replaced with the following:

- c.** If we pay a claim to a covered **insured** pursuant to Paragraph **8.a.** or **8.b.**, our payment to the **insured** is limited to that **insured's** insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.

**A.10. Insanity** is deleted in its entirety.

Under Section **I** – Property Coverages, Coverage **C** – Personal Property, Special Limits of Liability, paragraphs **a.**, **m.**, **n.** and **o.** are deleted; new paragraphs **a.** and **m.** are added as follows:

- a.** \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, scrip, stored value cards, smart cards, and digital or virtual currency.
- m.** \$500 for loss of marijuana in any form. No additional coverage applies.

Under Section **I** – Conditions, Loss Settlement, new paragraphs **6.**, **7.**, **8.** and **9.** are added as follows:

- 6.** We will not pay for any decrease or diminution in value of covered property after it has been repaired or replaced.
- 7.** Refundable deposits or similar amounts paid by us to arrange for temporary living accommodations for you or your household under Coverage **D** – Loss of Use may be subtracted from payments owed under any other coverage of this policy and reimbursed when the deposit amount is recovered by us.

8. Our limit of liability under Section **I** – Property Coverages for **damage** to covered property arising out of or involving **fungus**, wet or dry rot or bacteria caused by a Peril Insured Against under this policy, other than fire or lightning, is limited to a maximum of \$10,000.

With respect to this special limit of liability, **damage** means:

- a. Direct physical loss to covered property;
- b. The cost to remove **fungus**, wet or dry rot or bacteria from covered property;
- c. The cost to tear out and replace any part of the covered property in order to gain access to the fungus, wet or dry rot or bacteria;
- d. The cost of any testing of air or property to confirm the absence, presence or level of **fungus**, wet or dry rot or bacteria; and
- e. Additional Living Expense or loss of Fair Rental Value under Coverage **D** – Loss of Use.

This special limit of liability is the most we will pay under all Section **I** – Property Coverages for damage to covered property because of **fungus**, wet or dry rot or bacteria and does not increase the limit of liability applicable to damaged property.

9. Our liability for direct physical loss to property covered by Section **I**, not caused by the negligence of any **insured**, and that results from any of the following is limited to a maximum of \$5,000:
- a. Water which backs up through sewers or drains; or
  - b. Water which overflows from a sump even if such overflow results from the mechanical breakdown of the sump pump. This limit of liability does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This does not increase the limits of liability for Coverages **A**, **B**, **C** and **D** stated in the policy Declarations.

- c. The following special deductible provision replaces any other deductible provision in the policy with respect to loss subject to this limit of liability.

We will pay only that part which exceeds \$250. No other deductible provision applies to this limit of liability. This deductible does not apply with respect to Coverage **D** – Loss of Use.

Under Section **II** – Exclusions, Coverage **E** – Personal Liability and Coverage **F** – Medical Payments to Others, paragraphs **1.** and **13.** are deleted in their entirety and replaced with the following:

### 1. **Expected or Intended Injury**

**Bodily injury** or **property damage** which may be reasonably expected to result from the intentional or criminal acts of an **insured** or which in fact are intended by an **insured**. This exclusion does not apply to liability of an **insured** who did not cause, did not contribute to, and was not aware of the intentional act before it was committed.

**13. Fungus**

**Bodily injury** or **property damage** arising out of **fungus**. **Fungus** means arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, or presence of any **fungus** at or from any source or location.

All other provisions of this policy apply.