

TEXAS AMENDATORY ENDORSEMENT
MOLD COVERAGE AND EXCLUSION ENDORSEMENT
(For use with HO-A)

TX109
1st Edition

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

FOR AN INCLUDED ADDITIONAL PREMIUM, THIS ENDORSEMENT AMENDS YOUR POLICY BY ADDING DEFINITION 10, UNDER **DEFINITIONS** AND BY ADDING PARAGRAPH 8 TO **SECTION I - PROPERTY COVERAGE, EXTENSIONS OF COVERAGE**, AND BY DELETING EXCLUSION 6 IN ITS ENTIRETY AND BY REPLACING IT WITH A NEW EXCLUSION 6 UNDER **SECTION I - EXCLUSIONS**.

Under **DEFINITIONS**, the following definition 10 is added:

10. **Remediation** means to treat, contain, remove or dispose of mold, fungi or other microbes beyond that which is required to repair or replace the covered property physically damaged by water. **Remediation** includes any testing to detect, measure or evaluate mold, fungi or other microbes and any decontamination of the **residence premises** or property.

Under **SECTION I - PROPERTY COVERAGE, EXTENSIONS OF COVERAGE**, the following paragraph 8, is added:

8. MOLD, FUNGI OR OTHER MICROBES

- a. Mold, Fungi or Other Microbes. We will pay the necessary and reasonable costs to **remediate**, repair or replace covered property described in Coverage A (Dwelling) and/or Coverage B (Personal Property) for actual physical damage caused by mold, fungi or other microbes that results directly from a water damage loss which is otherwise covered under this policy.

The maximum limit of liability for this coverage is shown on the declarations page. This is not additional insurance and does not increase the limit of liability for Coverage A (Dwelling) and/or Coverage B (Personal Property).

- b. Loss of Use. If a loss caused by mold, fungi or other microbes covered under subsection a. above makes the **residence premises** wholly or partially untenantable, we cover:
1. Additional living expense, meaning any necessary and reasonable increase in living expense you incur so that your household can maintain its normal standard of living; or
 2. Fair rental value, meaning the fair rental value of that part of the **residence premises** usually rented to others by you, less any expenses that do not continue.

The total limit of liability for all loss of use is included in the maximum limit of liability for this extension of coverage as shown on the declarations page. The deductible clause does not apply to loss of use coverage.

Payment will be for the reasonable time required to **remediate**, repair or replace the damaged property. If you permanently relocate, payment will be for the reasonable time required for your household to become settled.

The periods of time for loss of use are not limited by expiration of this policy.

- c. Loss Settlement. Our limit of liability for mold, fungi or other microbial losses covered under subsections a. and b. above is the most we will pay for the sum of all losses regardless of the number of losses that occur during the policy period stated on the declarations page.

Under **SECTION I - EXCLUSIONS**, exclusion 6 is deleted in its entirety and replaced with the following new exclusion:

6. MOLD, FUNGI OR OTHER MICROBES

Except as provided in **SECTION I - PROPERTY COVERAGE, EXTENSIONS OF COVERAGE** paragraph 8, we do not cover loss caused by or resulting from mold, fungi or other microbes, including:

- i) the cost for **remediation** for mold, fungi or other microbes;
- ii) any increase in expenses for Loss of Use and/or Debris Removal due to **remediation** for mold, fungi or other microbes.

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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.