(9) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(8) above.

However, **we** will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a **loss insured**.

c. SECTION I – CONDITIONS, Other Insurance is replaced by:

Other Insurance. This coverage is excess over other valid and collectible insurance.

All other policy provisions apply.

HO-2444

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# HO-2465 FUNGUS (INCLUDING MOLD) LIMITATION OF LIABILITY COVERAGE ENDORSEMENT (\$50,000)

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY, CONDOMINIUM UNITOWNERS POLICY, and RENTERS POLICY

Except for the coverage provided by this endorsement, the policy to which this endorsement is attached does not apply to any claim or suit for damages because of **bodily injury** or **property damage** arising out of or resulting from **fungus**.

## SECTION II - LIABILITY COVERAGES

**COVERAGE L – PERSONAL LIABILITY** is amended to include the following:

We will pay up to our limit of liability all sums that the insured is legally obligated to pay as damages because of bodily injury or property damage arising out of or resulting from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungus at or from any source or location.

However, **we** do not cover any loss, cost, or expense arising out of any:

- (1) request, demand, order, or statutory or regulatory requirement that any *insured* or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of *fungus*; or
- (2) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of *fungus*.

#### LIMIT OF LIABILITY

Regardless of the number of *insureds* under this coverage or number of claims made or suits brought, the most **we** will pay under this coverage for all claims for damages in any one **occurrence** is \$50,000. This limit is also the most **we** will pay for the sum of all claims arising from all **occurrences** during each policy period.

All other policy provisions apply.

HO-2465

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- d. The most we will pay for this coverage, in any one policy period, is the limit of insurance shown on the *Declarations* for this endorsement. This limit applies only to *fungus* resulting from a *loss insured* other than fire or lightning regardless of:
  - (1) the number of *losses insured* that combine or contribute to the presence of resulting *fungus*; or

(2) the number of claims made during the policy period.

This limit includes any payments for SECTION I – ADDITIONAL COVERAGES and COVERAGE C – LOSS OF USE. Any payments made for this coverage are part of and not in addition to the limit of insurance that applies to covered property.

All other policy provisions apply.

HO-2584

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## AMENDATORY ENDORSEMENT - SECTION II - LIABILITY COVERAGES

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY, CONDOMINIUM UNITOWNERS POLICY, and RENTERS POLICY

## SECTION II - EXCLUSIONS

Under **SECTION II – EXCLUSIONS**, 2.a. and 2.c. are replaced by the following:

- 2. Coverage L does not apply to:
  - a. liability:
    - (1) for *your* share of any loss assessment charged against all members of any type of association of property owners; or
    - (2) imposed on or assumed by any *insured* through any unwritten or written contract or agreement. This exclusion does not apply to:
      - (a) liability for damages that the *insured* would have in absence of the contract or agreement; or
      - (b) written contracts:
        - that directly relate to the ownership, maintenance, or use of any insured location; or

(ii) when the liability of others is assumed by you prior to the occurrence:

unless excluded elsewhere in the policy;

- c. property damage to property rented to, used or occupied by, or in the care, custody, or control of any insured at the time of the occurrence. This exclusion does not apply to property damage caused by:
  - (1) fire;
  - (2) smoke;
  - (3) explosion;
  - (4) abrupt and accidental damage from water; or
  - (5) household pets, up to \$500 in excess of *your* security deposit;

All other policy provisions apply.

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- (1) When you have not paid the premium, we may cancel at any time by providing notice at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to us or our agent or under any finance or credit plan.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason. We may cancel by providing notice at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
  - (a) if there has been a material misrepresentation of fact that, if known to *us*, would have caused *us* not to issue this policy; or
  - (b) if the risk has changed substantially since this policy was issued.

We may cancel this policy by providing notice at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary. We may cancel by notifying you at least 30 days before the date cancellation takes effect.

Nonrenewal is replaced by the following:

**Nonrenewal**. If we decide not to renew this policy, then, at least 30 days before the end of the current policy period, we will provide a nonrenewal notice to a named insured shown on the *Declarations*.

If we decide not to renew this policy, we will notify any mortgagee shown in this policy in accordance with Georgia state insurance law.

Electronic Delivery is deleted.

#### OPTIONAL POLICY PROVISIONS

Option ID is replaced by the following:

Option ID – Increased Dwelling Limit. We will settle losses to damaged building structures covered under COVERAGE A – DWELLING according to the Loss Settlement Provision shown in the Declarations.

- If the amount you actually and necessarily spend to repair or replace the damaged dwelling exceeds the limit of liability shown in the Declarations for Coverage A – Dwelling, we will pay the additional amounts not to exceed the Option ID limit shown in the Declarations.
- If the amount you actually and necessarily spend to repair or replace damaged building structures covered under COVERAGE A – DWELLING, Other Structures exceeds the limit of liability shown in the Declarations for Other Structures, we will pay the additional amounts not to exceed 10% of the Option ID limit shown in the Declarations.

Report Increased Values. You must notify us within 90 days of the start of construction on any new building structure costing \$5,000 or more; or any additions to or remodeling of building structures that increase their values by \$5,000 or more. You must pay any additional premium due for the increased value. We will not pay more than the applicable limit of liability shown in the Declarations if you fail to notify us of the increased value within 90 days.

All other policy provisions apply.

HO-2231.1

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|  |  | *************************************** |  |  |
|--|--|---|--|--|



NAMED INSURED

MORTGAGEE AND ADDITIONAL INTERESTS

Mortgagee
FIRST CITIZENS BANK Loan Number: ISAOA ATIMA 0040013954
PO BOX 5027
TROY MI 48007-5027

SECTION I - PROPERTY COVERAGES AND LIMITS

| Coverage   | Limit of Liability                          |  |  |
|--|---|--|--|
| A Dwelling   | \$ 602,000                                  |  |  |
| Other Structures   | \$ 60,200                                   |  |  |
| B Personal Property  | \$ 451,500                                  |  |  |
| C Loss of Use  | \$ 180,600                                  |  |  |
| Fungus (including Mold) Limited Coverage                             | \$ 10,000                                   |  |  |
| Additional Coverages   |   |  |  |
| Arson Reward   | \$1,000                                     |  |  |
| Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money | \$1,000                                     |  |  |
| Debris Removal   | Additional 5% available/\$1,000 tree debris |  |  |
| Fire Department Service Charge                                       | \$500 per occurrence                        |  |  |
| Fuel Oil Release   | \$10,000                                    |  |  |
| Locks and Remote Devices   | \$1,000                                     |  |  |
| Trees, Shrubs, and Landscaping                                       | 5% of Coverage A amount/\$750 per item      |  |  |
| SECTION II - LIABILITY COVERAGES AND LIMITS                          |   |  |  |
| Coverage   | Limit of Liability                          |  |  |
| L Personal Liability (Each Occurrence)                               | \$ 100,000                                  |  |  |

INFLATION
Inflation Coverage Index: 323.7

Damage to the Property of Others

DEDUCTIBLES

| Section   Deductible | Deductib | le Amount |
|----------------------|----------|-----------|
| All Losses 1/2%      | \$       | 3,010     |

## LOSS SETTLEMENT PROVISIONS

A1 Replacement Cost - Similar Construction B1 Limited Replacement Cost - Coverage B

M Medical Payments to Others (Each Person)

1,000

1,000

\$