





- c. contamination; or
- d. neglect, improper maintenance, the failure to make proper repairs or the failure to make timely repairs.
- e. freezing or thawing, unless you used reasonable care to:
  - i. Maintain the heat in the building; or
  - ii. Shut off the water supply and drain the system or appliance of water while the **residence premises** is vacant, unoccupied or being constructed.

#### 15. Planning, Zoning, Construction Or Maintenance.

We do not cover loss caused directly or indirectly by or resulting from inadequate or defective planning, zoning, development surveying, siting, design, specifications, workmanship, construction, grading, compaction, maintenance, repairs or materials, whether used in construction, remodeling, maintenance or repair of part or all of any property (including land, structures or any improvements) whether on or off the **insured location**.

ALL EXCLUSIONS CONTAINED IN **SECTION II – EXCLUSIONS** APPLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT. IN ADDITION, THE FOLLOWING EXCLUSIONS ARE ADDED TO SECTION II – EXCLUSIONS FOR THE PURPOSE OF APPLYING TO BODILY INJURY OR PROPERTY DAMAGE ARISING FROM DISCHARGE, ERUPTION, OVERFLOW OR RELEASE OF WATER OR STEAM FROM WITHIN ANY PLUMBING, HEATING, AIR CONDITIONING OR AUTOMATIC FIRE PROTECTION SYSTEM, OR HOUSEHOLD APPLIANCE.

- p. **bodily injury** or **property damage** arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly by mold, fungi, bacteria or other microbes, or wet or dry rot.

Coverage does not exist for:

- (1) the cost of testing, monitoring, assessing, abating, mitigating, removing, remediating or disposing of mold, fungi, bacteria or other microbes, or wet or dry rot;
- (2) 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, aggravated by or resulting from, whether directly or indirectly by mold, fungi, bacteria or other microbes, or wet or dry rot, or the activities described in subpart 1. (m) (1) above; and
- (3) any obligation to share with, indemnify, or repay another who must pay damages because of **bodily injury** or **property damage** of the type described in the Exclusion. This applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

- q. **bodily injury** or **property damage**:

Arising out of the sale or transfer of real property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or hidden defects in the plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems;
- (4) concealment or misrepresentation of any known defects;
- (5) failure to repair known or unknown defects; or
- (6) failure to disclose prior or existing loss, damage or conditions described in Section I – Exclusions.

All other policy provisions and exclusions apply.