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## EXCLUSION -- FUNGUS OR RELATED PERILS

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

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### COMMON POLICY DEFINITIONS

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The definition of "fungus or related perils" is deleted and replaced by the following, but only with respect to the Liability Coverages provided by this policy:

"Fungus or related perils" means:

- a. a fungus, including but not limited to mildew and mold;
- b. a protist, including but not limited to algae and slime mold;
- c. wet rot;
- d. dry rot;
- e. a bacterium; or
- f. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

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### COMMERCIAL LIABILITY COVERAGES

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1. The following is added to the exclusions under Coverage L -- Bodily Injury Liability and Property Damage Liability:

- a. "We" do not pay for actual or alleged "bodily injury" or "property damage" that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to "fungus or related perils".

However, this exclusion does not apply to:

- 1) "bodily injury" or "property damage" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to Staphylococcus aureus, Salmonella, Clostridium perfringens, Campylobacter, Listeria monocytogenes, Vibro parahaemolyticus, Bacillus cereus, and Escherichia coli.);
  - 2) "bodily injury" suffered by an "employee" of an "insured" while performing duties in connection with the "insured's" farming operations, but only to the extent that "bodily injury" to an "insured's" "employees" is covered by this policy; or
  - 3) "bodily injury" or "property damage" that results from a slip, fall, or loss of footing attributable to a surface made slippery by the presence of or existence of "fungus or related perils".
- b. "We" do not pay for any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".

- c. "We" do not pay for any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "fungus or related perils".
2. The following is added to the exclusions under Coverage P -- Personal and Advertising Injury Liability:
- a. "We" do not pay for actual or alleged "personal and advertising injury" that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to "fungus or related perils".
  - b. "We" do not pay for any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".
  - c. "We" do not pay for any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "fungus or related perils".

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