

EXCLUSION -- FUNGUS OR RELATED PERILS CONTRACTING OPERATIONS

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

COMMON POLICY DEFINITIONS

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

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 arises out of "your work" and 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 actual or alleged "bodily injury" or "property damage" included in the "products/completed work hazard" and that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to "fungus or related perils".
- c. "We" do not pay for "bodily injury" or "property damage" liability assumed by an "insured" under a contract or agreement and that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to "fungus or related perils".
- d. "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".
- e. "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 arises out of "your work" and 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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