

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

In consideration of the premium paid, it is hereby agreed that:

- A.** Section **I** – Coverages, Coverage **D** - Contractors' Pollution Liability, **2.** Exclusions is amended by the addition of the following exclusion:

This insurance does not apply to:

Mold, Microbial Matter or Toxic Material

- 1.** "Bodily injury", "property damage", or "environmental damage" arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release or escape of any mold, fungi, lichen, virus, bacteria, algae or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to any such "claim" or cause of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria, algae or other living or dead organisms; or
 - 2.** "Bodily injury", "property damage" or "environmental damage" arising out of, caused by, or alleged to be contributed to in any way by any toxic, hazardous, noxious, irritating, pathogenic or allergen substances in indoor air, even for a very brief period of time, regardless of cause; or
 - 3.** "Bodily injury", "property damage" or "environmental damage" arising out of, caused by, or alleged to be contributed to in any way by any insured's use, sale, installation, or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction.
- B.** Section **VI** – Definitions, is amended by deleting in its entirety the definition of Pollutant and replacing it with the following:

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this policy remain unchanged.