

## **EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI**

(THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.)

Notwithstanding any provision to the contrary within the policy of which this endorsement forms a part, or within any other endorsement, which forms a part of this policy, we do not cover:

- a. Property damage; or
- b. Bodily injury; or
- c. Debris removal; or
- d. Loss of use; or
- e. Additional living expenses (ALE); or
- f. Medical payments to others; or
- g. Personal injury; or
- h. Business interruption losses; or
- i. Any increase in insured loss, damage, cost, or expense; or
- j. Any loss, cost, expense, fine, or penalty which is incurred, sustained or imposed by order, direction, instruction or request of or by agreement with any court, governmental agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation); or
- k. Any loss, damage, cost or expense

in connection with or arising out of exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mold, mildew, mycotoxins, fungi or organic pathogens. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

The term “organic pathogen” or “organic pathogens” means any organic irritant or contaminant including but not limited to the following: mold, fungus, bacteria, or virus including but not limited to their byproducts such as mycotoxins, mildew, or biogenic aerosol. “Organic pathogen” includes but is not limited to the following fungi or mycotoxins produced by such fungi: *Aspergillus*, *Penicillium*, *Stachybotrys chartarum*, *Trichodema*, and *Fusarium Memnoniella*.

This exclusion also applies to any claim arising out of allegations of acts or omissions by or on behalf of the insured in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mold, mildew, mycotoxins, fungi or organic pathogens. There shall be no obligation to defend the insured against any claim or loss excluded by this endorsement regardless of whether the allegations forming the basis of the claim or loss are groundless, false, or fraudulent.

This exclusion includes but is not limited to (1) any cost, expense or charge to test, monitor, cleanup, remediate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the effects of mold, mildew, mycotoxins, fungi or organic pathogen; or (2) any cost, expense or charge in connection with the actual or alleged discharge, dispersal, seepage, migration, release, escape, exposure to, manifestation, appearance, presence, or growth of mold, mildew, mycotoxins, fungi or organic pathogens.