

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Words and phrases in bold font or quotation marks have special meaning as defined below or in the Form to which this endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this endorsement. These titles have only been inserted for ease of reading.

This endorsement is attached to and modifies all commercial liability coverage forms and endorsements in the policy, including but not limited to any of the following:

Commercial General Liability Max; Owners', Landlords' & Tenants' Liability; Farm Liability; Commercial Umbrella Coverage; Farm Umbrella Liability Coverage Form; Commercial Excess Liability; Directors and Officers Liability Coverage Section; Non-Profit Organization Liability Insurance Policy; Employment Practices Liability Coverage Section; Venture Investing and Private Equity Liability; Educational Liability; Fiduciary Liability Coverage Section; Professional Liability (Errors and Omissions); Malpractice Liability Form (Occurrence) For Nursing Homes, Medical Clinics and Other Medical Institutions; Excess Professional Liability (Errors and Omissions); and any extensions, clauses or additions of coverage to such liability forms, including exceptions to exclusions.

The following paragraphs are added to the Forms:

- 1.1. Notwithstanding any other provision of the policy to the contrary, this insurance does not apply to, and no coverage will be available for, any **claim, bodily injury, injury, property damage, personal injury, advertising injury, loss, compensatory damages, damages, defence costs, defence expenses** or other liability, loss, injury, damage, damages, cost, expense or other sum based upon, arising out of, in relation to, directly or indirectly resulting from, caused by or otherwise in connection with:
 - 1.1.1. a communicable disease, including fear or threat of a communicable disease (whether actual or perceived); or
 - 1.1.2. any actual, alleged or threatened virus, bacterium or other micro-organism that induces or is capable of inducing a communicable disease.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **claim, bodily injury, injury, property damage, personal injury, advertising injury, loss, compensatory damages, damages, defence costs, defence expenses** or other liability, loss, injury, damage, damages, costs, expense or other sum.

- 1.2. The exclusion in paragraph 1.1. applies even if negligence or other wrongdoing is alleged against any **insured** in:
 - 1.2.1. supervising, hiring, employing, training or monitoring others who may be infected with and spread a communicable disease;
 - 1.2.2. testing or failure to test for a communicable disease, virus, bacterium or other micro-organism;
 - 1.2.3. the transmission, spread or failure to prevent the transmission or spread of a communicable disease, virus, bacterium or other micro-organism;
 - 1.2.4. the failure to report a communicable disease to authorities;
 - 1.2.5. any supervision, instructions, testing, reporting, recommendations, warnings or advice given, or which should have been given; or
 - 1.2.6. cleaning-up, removing, detoxifying or containing the virus, bacterium or other micro-organism.
- 1.3. Where this Communicable Disease Exclusion applies to a **claim**, any term, condition or provision contained in the policy relating to the allocation of **defence costs, defence expenses**, other **loss** or indemnity shall have no application.
- 1.4. This exclusion does not apply to:
 - 1.4.1. **bodily injury, property damage** or **personal injury** included in the **products-completed operations hazard** and arising directly from **fungi or spores**, but only if the policy includes the Commercial General Liability Max form or the Commercial Umbrella Coverage form and only to the extent such **bodily injury, property damage** or **personal injury** is insured under the applicable form(s); or
 - 1.4.2. **bodily injury** or physical injury to animals included in the **products-completed operations hazard** and arising directly from bacteria in **your product**, but only if **your product** is intended to be ingested by, or applied topically to, humans or animals and the policy includes the Commercial General Liability Max form; and only to the extent such **bodily injury** or physical injury to animals is otherwise insured under the Commercial General Liability Max form.

All other terms and conditions of the policy remain unchanged.