

COMMERCIAL GENERAL LIABILITY MAX

AVIAN FLU EXCLUSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font 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 Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

The following exclusion is added to COMMON EXCLUSIONS A, B, C and D under SECTION I – COVERAGES in the Commercial General Liability Max form:

This insurance does not apply to:

8. AVIAN FLU

- 8.1. **Bodily injury, property damage, personal injury or advertising injury** actually or allegedly arising out of, resulting from, caused by or contributed to by any avian flu or exposure to any avian flu or the use of any avian flu contaminated meat or meat products;
- 8.2. Any damages or any loss, cost or expense arising out of any:
 - 8.2.1. Claim or **action** by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - 8.2.2. Request, demand, order or statutory or regulatory requirement that any Insured or any other person or entity should be, or should be responsible for:
 - 8.2.2.1. Assessing the presence, absence, or amount or effects of avian flu;
 - 8.2.2.2. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating the avian flu in any live birds or in any meat or meat products; or
 - 8.2.2.3. Responding to the avian flu in any way other than as described in sub-paragraphs 8.1. and 8.2. above;
 - 8.2.2.4. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
 - 8.2.2.5. Any obligation to share damages with or repay someone else who must pay damages as described in any of the sub-paragraphs above.

All other terms and conditions of the Policy remain unchanged.