



Intact Insurance Company

Avian Flu Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT APPLIES TO THE UMBRELLA LIABILITY SECTION(S) OF THE POLICY.

This insurance does not apply to:

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;
2. Any damages or any loss, cost or expense arising out of any:
 - a. claim or action by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - b. request, demand, order or statutory or regulatory requirement that any "Insured" or any other person or entity should be, or should be responsible for:
 - i. Assessing the presence, absence, or amount or effects of avian flu;
 - ii. 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
 - iii. Responding to the avian flu in any way other than as described in 2.i. and 2.ii. above;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else who must pay damages as described in any of the subsections above.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.