

COMMERCIAL UMBRELLA LIABILITY

LIMITED FUNGI AND FUNGAL DERIVATIVES COVERAGE

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold 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 Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. Paragraph 2.22. Fungi or Spores under 2. EXCLUSIONS of SECTION I – COVERAGE in the Commercial Umbrella Liability form is deleted in its entirety.
2. The following paragraph is added to 3. CONDITIONAL EXCLUSIONS TO UNDERLYING INSURANCE under SECTION I – COVERAGE in the Commercial Umbrella Liability form:

This insurance does not apply to the following, except to the extent that such coverage is provided under the **underlying insurance**. In that event, coverage under this Policy applies only to such risks for which coverage is afforded by such **underlying insurance** and will not be broader than the coverage afforded by such **underlying insurance**:

3.7. Fungi or Spores

3.7.1. **Bodily injury, property damage or personal injury** or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any **fungi** or **spores** however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of **fungi** or **spores**; or

3.7.2. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with sub-paragraph 3.7.1. above; or

3.7.3. Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in sub-paragraphs 3.7.1. or 3.7.2. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to **bodily injury, property damage or personal injury**.

All other terms and conditions of the Policy remain unchanged.