

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMUNICABLE DISEASE EXCLUSION**

The following Definition applies to this Policy and supersedes any alternate definition in the Policy or in any other Endorsement:

“Communicable Disease” means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to:
  - (1) airborne transmission;
  - (2) aerosol transmission;
  - (3) bodily fluid transmission;
  - (4) transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### **SECTION I – PROPERTY COVERAGES** or under **SECTION II – LIABILITY COVERAGES**

This Policy does not apply to claims made for “bodily injury” or “property damage” arising out of or in connection with, the actual or alleged transmission of any “Communicable Disease.”

This endorsement excludes all the following:

1. Any loss, damage, liability, claim, cost or expense of whatsoever nature; directly or indirectly caused by, contributed by, resulting from, arising out of, or in connection with a “Communicable Disease.”
2. The fear or threat (whether actual or perceived) of a “Communicable Disease” regardless of any other cause or event contributing concurrently or in any different sequence to it.
3. The cost of testing to confirm the absence, presence, or level of “Communicable Disease,” as well as the cost of any cleaning, sanitation, mitigation, or remediation of air or property.

This exclusion applies even if a claim asserts negligence or other wrongdoing in the:

1. Supervision, hiring, employment, training or monitoring of others that may be infected with and spread a “Communicable Disease”;
2. Testing for a “Communicable Disease”;
3. Failure to prevent the spread of the “Communicable Disease”; or
4. Failure to report the disease to authorities.

However, losses concurrently, directly or indirectly caused by; contributed to; resulting from; arising out of; or in connection with any otherwise covered peril or liability coverage claim under the Policy and not otherwise excluded under this Policy shall be covered.

All other provisions and exclusions of this Policy apply.