

**HEALTHCARE PROVIDERS
GENERAL LIABILITY AND WORKPLACE LIABILITY INSURANCE ENDORSEMENT**

Exclusion – Asbestos, Fungi, Silica

In consideration of the premium paid, it is agreed that the **GENERAL LIABILITY COVERAGE PART** or the **WORKPLACE LIABILITY COVERAGE PART** that is attached to this policy is amended as follows:

I. **Section IV. EXCLUSIONS** is amended by the addition of the following:

We will not defend any claim for, or pay any amounts, including **claim expenses**, based on or arising out of, or related to:

- Loss due to **asbestos**, meaning:
 1. **injury** or **damage** arising in whole or in part out of the actual, alleged or threatened exposure at any time to **asbestos**; or
 2. any loss, cost or expense that may be awarded or incurred:
 - a. by reason of a **claim** or **suit** for any such **injury** or **damage**; or
 - b. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.
- loss due to **Fungi** or **microbes**, meaning:
 1. **Injury** or **damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes**.
 2. Any loss cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi** or **microbes** by any insured or anyone else.
 3. **Damage** caused by water where there also exists any **damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such **injury** or **damage**, loss, cost or expense.

This exclusion does not apply where your business is food processing, sales, or serving, and the **injury** is caused solely by food poisoning in connection with such processing, sales or serving.

- Loss due to **silica**, meaning:
 1. **injury** arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or
 2. **damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.

II. **Section III. ADDITIONAL DEFINITIONS** is amended by the addition of the following:

“**Asbestos**” means the mineral in any form whether or not the asbestos was at any time:

1. airborne as a fiber, particle or dust;
2. contained in or formed a part of a product, structure or other real or personal property;
3. carried on clothing;
4. inhaled or ingested; or
5. transmitted by any other means.

“**Fungi**” means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. But **fungi** does not include any fungi intended by the insured for consumption.

“**Microbe**” means any non-fungal microorganism or non-fungal, colony-form organism that causes infection or disease. **Microbe** includes any spores, mycotoxins, odors, or other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of microbes. But **microbe** does not mean microbes that were transmitted directly from person to person.

“**Silica**” means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains **silica**.

“**Suit**” means a civil proceeding in which damages because of **injury** or **damage** to which this insurance applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which **you** must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which **you** submit with our consent.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO. 1	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE