



**AMENDATORY ENDORSEMENT – WASHINGTON
(Workplace Liability Coverage Part)**

In consideration of the premium, the Workplace Liability Coverage Part is amended as follows:

The exclusion entitled, “Fungi Or Microbes”, set forth in Subsection A, Exclusions Applicable to Bodily Injury and Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage, within the Coverage Part Exclusions of the Workplace Liability Coverage Part is deleted and replaced by the following:

FUNGI OR MICROBES

based on or arising out of:

- (i) any actual, alleged, or threatened contaminative, infectious, pathogenic, toxic or other hazardous properties of **fungi** or **microbes** by any means, including inhalation of, ingestion of, contact with, exposure to, existence of, transmission of or growth or presence of any **fungi** or **microbes**; or
- (ii) any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened contaminative, infectious, pathogenic, toxic or other hazardous properties of **fungi** or **microbes** by any means, including inhalation of, ingestion of, contact with, exposure to, existence of, transmission of or growth or presence of any **fungi** or **microbes**; or
- (iii) any:
 - (a) request, demand, or order that you or others undertake 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 by anyone else; or
 - (b) any **claim** or other proceeding by or on behalf of a government authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing, remediating, or disposing of, or in any way responding to or assessing the effects of any **fungi** or **microbes**.

Provided this exclusion will not apply to any **claim** arising from **fungi** where the **named insured’s** business includes food processing, sales, or serving, and the **bodily injury** is caused solely by food poisoning in connection with such processing, sales, or serving;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.