

EXCLUSION -- COMMUNICABLE DISEASE

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL LIABILITY COVERAGES

1. The following are added to the exclusions under Coverage L -- Bodily Injury Liability and Property Damage Liability:
 - a. "We" do not pay for "bodily injury" or "property damage" that arises out of the actual or alleged transmission of a communicable disease by:
 - 1) a person;
 - 2) an "insured's" property, including "products"; or
 - 3) the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or "suit" against any "insured" alleges negligence or other improper action in the:

- 1) failure to report the communicable disease to proper authorities;
- 2) failure to prevent the spread of the communicable disease;
- 3) hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
- 4) testing or failure to test for a communicable disease.

- b. "We" do not pay for any loss, cost, or expense arising out of any:
 - 1) request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a communicable disease or the conditions to which a communicable disease is attributed; or
 - 2) claim or "suit" by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a communicable disease or the conditions to which a communicable disease is attributed.

2. The following are added to the exclusions under Coverage P -- Personal and Advertising Injury Liability:
 - a. "We" do not pay for "personal and advertising injury" that arises out of the actual or alleged transmission of a communicable disease by:
 - 1) a person;
 - 2) an "insured's" property, including "products"; or
 - 3) the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or "suit" against any "insured" alleges negligence or other improper action in the:

- 1) failure to report the communicable disease to proper authorities;
- 2) failure to prevent the spread of the communicable disease;

- 3) hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
 - 4) testing or failure to test for a communicable disease.
- b. "We" do not pay for any loss, cost, or expense arising out of any:
- 1) request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a communicable disease or the conditions to which a communicable disease is attributed; or
 - 2) claim or "suit" by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a communicable disease or the conditions to which a communicable disease is attributed.

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