



Property Fungi Exclusion

This Agreement shall not apply to and does not cover any actual, alleged or threatened liability whatsoever for any claim or claims in respect of loss or losses consisting of or caused directly or indirectly, in whole or in part, by Fungi or Spores (including, without limitation, the cost or expense for testing, monitoring, evaluating or assessing of Fungi or Spores), unless such Fungi or Spores are directly caused by or result from fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, leakage from fire protective equipment, windstorm, hail, earthquake, tsunami, sewer back-up, flood, freeze or weight of snow, and is not otherwise excluded in this Agreement.

The following definitions apply to this exclusion:

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any Fungi or Spores or resultant mycotoxins, allergens, or pathogens.

Spores includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any Fungi.

Note to accompany publication

The Property Fungi Exclusion and the Absolute Fungi Liability Exclusion have been redrafted. These clauses no longer require an inception date. In the case of the Absolute Fungi Liability Exclusion, the concurrency clause is now in line with that of IBC.