



Absolute Fungi Liability Exclusion

This Agreement shall not apply to and does not cover any claim or claims in respect of loss or losses arising, directly or indirectly, from:

1. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any Fungi or Spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of Fungi or Spores; or
2. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with 1. above; or
3. any obligation to pay damages, share damages with or repay someone else who must pay damages, because of such loss or losses referred to in paragraphs 1. or 2. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such loss or losses.

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 myco toxins, allergens, or pathogens.

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