

MOLD AND FUNGI EXCLUSION CLAUSE

It is agreed that this insurance shall not apply to:

- (a) Any sums which any Insured becomes legally obligated to pay as damages because of Bodily Injury, Property Damage, Personal and Advertising Injury or Medical Payments directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any material containing them at any time.
- (b) Any loss, cost or expense:
 - (i) Any Insured or any other person or organization may incur in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them, whether as a result of a request, demand, statutory or regulatory requirement or otherwise; or
 - (ii) Any Insured or any other person or organization may incur in connection with any claim or “suit” on behalf of any government authority or any person or organization relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them.
- (c) We will have no duty or obligation to defend any Insured with respect to any claim or “suit” seeking any such damages.