



# ESSEX INSURANCE COMPANY

## Organic Pathogen Exclusion

\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

* ATTACHED TO AND FORMING PART OF POLICY NO.	* EFFECTIVE DATE OF ENDORSEMENT	* ISSUED TO
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### THIS ENDORSEMENT CHANGES THE POLICY.

This policy does not insure any loss, damage, claim, cost, expense, fine, penalty, or other sum either directly or indirectly arising out of, relating to, or caused by an “organic pathogen”.

This exclusion applies regardless of whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence to the existence of an “organic pathogen”; (iii) any loss of use, occupancy or functionality or decreased valuation of covered property or loss of business income; (iv) any action required, including but not limited to testing, repair, replacement, removal, cleanup, abatement, disposal, relocation, or actions taken to address medical or legal concerns; or (v) any suit or administrative proceeding or action involving the insured.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to fungus, bacteria, virus, or other microorganism of any type, including but not limited to their byproducts such as spores or mycotoxin, or any hazardous substance as classified by the EPA.

All other terms and conditions remain unchanged.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

*In witness Whereof*, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

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AUTHORIZED REPRESENTATIVE