INDOOR AIR QUALITY AND MOLD EXCLUSION

1. EXCLUSIONS:

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

A. mold, mildew, fungus, spores, wet or dry rot, bacteria, mycotoxin, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health or damage to property.

B. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold or other fungi, wet or dry rot, or bacteria.

C. This exclusion applies regardless 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;

(iii) any loss of use, occupancy, or functionality; or

(iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

2. DEFINITIONS

A. Mold or other fungi means:

(1) any type or form of mold or mildew;
(2) any other type or form of fungus; or
(3) any mycotoxin, spore, scent or byproduct that is produced or released by such mold, mildew or other fungus.

B. Bacteria means:

(1) any type or form of bacterium; or
(2) any byproduct that is produced or released by such bacterium.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

NSF203

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attached to and forming a part of policy number	NSMXXXXX	issued by:	North Shore Management
issued to: Sample		effective date:	