

**FUNGI EXCLUSION
HABITATIONAL LOCATIONS OUTSIDE NEW YORK STATE**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

With respect to "habitational properties" outside the state of New York, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to "bodily injury", "property damage" or "personal and advertising injury".

"Fungi" means any type or form of fungus, mold, mildew, mycotoxins, spores, or scents or by-products produced or released by "fungi", but does not include any "fungi" intended by the "insured" for human consumption.

With respect to this endorsement, "habitational properties" means any building, property or structure used at any time as, or intended at any time for use as, a residence or dwelling. "Habitational properties" includes but is not limited to:

1. single or multi family dwellings;
2. condominiums;
3. townhouses;
4. cooperative apartment buildings;
5. military housing;
6. student housing/dormitories;
7. assisted living projects/elder care facilities/nursing homes/retirement facilities;
8. correctional facilities; or
9. multi-unit rental apartment buildings.

All other terms and conditions of the policy remain unchanged.