

Form #AE3 (Rev. October 30, 2012)
Microbial Matter Buyback Endorsement

It is hereby agreed as follows:

1. Item 3.19 of Section 3 Exclusions as found in this **POLICY** is deleted.
2. The following is added to the **POLICY**:

Microbial Matter Coverage

The **UNDERWRITERS** agree, subject to all the terms and conditions of this **POLICY**, to pay on behalf of the **INSURED** all sums which the **INSURED** shall become legally liable to pay as **DAMAGES** and Claimants' costs, fees and expenses as a result of any **CLAIM** first made against the **INSURED** and notified to **UNDERWRITERS** during the Policy Period stated in Item 3 of the **SCHEDULE** or during the Extended Reporting Period arising out of any a **WRONGFUL ACT** by the **INSURED** or any negligent act, negligent error or negligent omission by the **INSURED** or any by others for whom the **INSURED** is legally liable, in or about the conduct of the Named Insured's **PROFESSIONAL BUSINESS** with respect to **MICROBIAL MATTER**.

The liability of the **UNDERWRITERS** under this Coverage is limited, notwithstanding the number of **INSUREDS** involved, for each **CLAIM**, to the amount stated in the **SCHEDULE** as each **CLAIM**. The liability of the **UNDERWRITERS** is limited to the amount stated in the **SCHEDULE** as all **CLAIMS**, for the total of all **CLAIMS** during a **POLICY PERIOD** and this notwithstanding the number of **INSUREDS** involved.

The limit of liability under this Endorsement is subject to and limited by Item 1.7 Limit of Liability of SECTION 1 of the **POLICY**. Any **CLAIM** paid under this endorsement shall reduce the Limit of Liability shown on the **SCHEDULE**.

For the purposes of this Endorsement, the following definition is added to the Policy:

MICROBIAL MATTER means fungi, bacterial or viral matter which reproduces through the release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such **MICROBIAL MATTER** is living.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated. This Endorsement attaches to and forms part of the Policy.