



COMMUNICABLE DISEASE EXCLUSION CLARIFICATION

For Use with 1/88, 3/93 and 9/02 General Liability Coverage Forms

This endorsement is subject to the *terms* contained in *your* policy.

WHAT WE DO NOT PAY FOR

In the Exclusions section of the General Liability Coverage form, the communicable disease exclusion is deleted and replaced with the following.

1. *We* do not pay for ***bodily injury, property damage***, and when applicable to *your* policy, ***personal injury*** and/or ***advertising injury***, arising directly or indirectly from the actual or alleged transmission of a communicable disease. This exclusion applies even if any of the claims against any ***insured*** allege negligence or misconduct in:
 - a. examining, testing or monitoring for a communicable disease;
 - b. neglecting to report a communicable disease to appropriate authorities;
 - c. neglecting to prevent the spread of a communicable disease or failing to perform services that were intended to prevent the spread of a communicable disease; or
 - d. supervision, hiring, employment, training or monitoring of anyone who may be infected with and spreads a communicable disease.

However, this exclusion does not apply to the transmission of a communicable disease by an ***insured*** if the ***insured*** is a health care provider and/or an individual who comes into physical contact with the public on an ongoing basis.

All other *terms* and conditions remain unchanged.