



BESSO LIMITED

ASBESTOS & MOLD EXCLUSIONS FOR INSURANCE BROKERS

ASBESTOS EXCLUSION:

This Policy shall not apply to CLAIMS or CLAIMS EXPENSES arising directly or indirectly out of or resulting from or in consequence of, or in any way involving Asbestos, or any materials containing asbestos in whatever form or quantity.

TOXIC MOLD EXCLUSION:

In consideration for the premium charged, it is hereby understood and agreed that the coverage afforded by this Policy shall not apply to:

A. **CLAIMS** or **CLAIMS EXPENSES** which, either in whole or in part, directly or indirectly, are for, based upon, relate to, or arise out of:

(1) The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or

(2) Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

B. Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

C. Underwriters will have no duty or obligation to defend any Insured with respect to any **CLAIM** or governmental or regulatory order, requirement, directive, mandate or decree which, either in whole or in part, directly or indirectly, is for, based upon, relates to, or arises out of the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

However, these exclusions shall not apply if the loss arises out of the assureds professional services as an insurance broker or agent.