THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENHANCED CONTAMINATED PRODUCT INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**CONTAMINATED PRODUCT INSURANCE**

**SCHEDULE**

|  |  |  |
| --- | --- | --- |
| **Sub-Limits—Insured Event(s)** | | |
| **Mold or Fungi Contamination** | $ | Any one **Insured Event** and in the aggregate |
| **Rancidity** | $ | Any one **Insured Event** and in the aggregate |
| **Pest Infestation** | $ | Any one **Insured Event** and in the aggregate |
| **Combined Aggregate** | $ | Policy Aggregate |

|  |  |  |
| --- | --- | --- |
| **Self-Insured Retentions** | | |
| **Mold or Fungi Contamination** | $ | Each and Every **Insured Event** |
| **Rancidity** | $ | Each and Every **Insured Event** |
| **Pest Infestation** | $ | Each and Every **Insured Event** |

A. The following is added to SECTION I—INSURING AGREEMENT:

1. The **Mold or Fungi Contamination** Any one **Insured Event** and in the aggregate Sub-Limit shown in the Schedule is the most the Insurer will pay for **Mold or Fungi Contamination** arising out of any one **Insured Event** and in the aggregate in any one Period of Insurance.

2. The **Rancidity** Any one **Insured Event** and in the aggregate Sub-Limit shown in the Schedule is the most the Insurer will pay for **Rancidity** arising out of any one **Insured Event** and in the aggregate in any one Period of Insurance.

3. The **Pest Infestation** Any one **Insured Event** and in the aggregate Sub-Limit shown in the Schedule is the most the Insurer will pay for **Pest Infestation** arising out of any one **Insured Event** and in the aggregate in any one Period of Insurance.

4. The Combined Aggregate Policy Aggregate Sub-Limit shown in the Schedule is the most the Insurer will pay for **Mold or Fungi Contamination, Rancidity,** and **Pest Infestation** combinedin any one Period of Insurance to which this endorsement applies.

5. The **Self-Insured Retentions** Each and Every **Insured Event** shown in the Schedule apply to **Insured Events** arising out of **Mold or Fungi Contamination,** **Rancidity** and **Pest Infestation.**

6. Coverages provided under this endorsement are included within and are not in addition to the Combined Policy Period Aggregate Limit in the Contaminated Products Insurance Schedule of Coverage.

B. The following is added to SECTION II—DEFINITIONS, subsection 15. **Insured Event:**

**Mold or Fungi Contamination;**

**Rancidity;**

**Pest Infestation;**

C.The following is added to SECTION II—DEFINITIONS, subsection 16. **Insured Losses:**

If the **Insured Event** is a **Mold or Fungi Contamination, Rancidity,** or **Pest Infestation, Insured Losses** are limited to:

(a) **Crisis Response Consultants Costs;**

(b) **Pre-Recall Costs to determine an Insured Event;**

(c) **Recall Costs;**

(d) **Rehabilitation and Marketing Costs;** and

(e) **Replacement and Restoration Costs.**

D.The following definitions are added toSECTION II—DEFINITIONS:

1. **Mold or Fungi Contamination** means any accidental or unintentional contamination of an **Insured Product(s)** with mold or fungi, confirmed by third-party laboratory test results, which occurs during or as a result of its production, preparation, manufacture, packaging, co-packaging or distribution, and which renders the **Insured Product(s),** adulterated, unfit, or dangerous for its intended use or consumption, or classified as a **Class III** **Recall** by the **Regulatory Agency,** prior to the end of the shelf-life of the finished **Insured Product(s).**

2. **Rancidity** means the **Insured Product** becoming rancid, confirmed by third-party laboratory test results, prior to the end of the **Insured Product(s)** expected shelf life and which renders the **Insured Product** unfit or dangerous for its intended use or consumption or is classified as a **Class III** **Recall** by a **Regulatory Agency.**

3. **Pest Infestation** means the clear and identifiable presence of animals or insects (including but not limited to birds, rodents, flies and larvae) directly in contact with the **Insured Product(s),** and which are above the limits established by a **Regulatory Agency,** or which would be classified as a   
**Class III** **Recall** by a **Regulatory Agency.**

4. **Class III Recall** means the determination by a **Regulatory Agency** that an **Insured Product** violates applicable regulations, but consumption of such **Insured Product(s)** is not likely to cause adverse health consequences.

E.The following exclusions is added to SECTION III—EXCLUSIONS:

The failure by any party other than the **Named Insured,** a supplier of the **Named Insured** or a contract manufacturer of the **Named Insured** to adhere to procedures prescribed by the **Named Insured** regarding the storage, consumption, distribution, or use of any **Insured Product(s).** However, this exclusion shall only apply to **Mold or Fungi Contamination,** **Rancidity,** and **Pest Infestation.**

F.SECTION III—EXCLUSIONS, subsection 5. Deterioration, Decomposition, or Transformation is deleted in its entirety and replaced by the following:

5. Deterioration, Decomposition or Transformation

Any deterioration, decomposition, or transformation of the chemical structure of any **Insured Product(s),** including but not limited to any combination or interaction among ingredients or packaging.

However, this exclusion does not apply to **Mold or Fungi Contamination,** **Rancidity** or **Pest Infestation,** or if the deterioration, decomposition or transformation is itself a direct result of an **Insured Event.**

AUTHORIZED REPRESENTATIVE DATE

**All other terms and conditions remain unchanged.**