

Contagious Disease Exclusion

This exclusion forms a part of the insurance policy to which it is attached (the "Policy") and is applicable to all liability coverages and endorsements contained in the Policy.

1. Notwithstanding any provision to the contrary within this Policy (but except as provided in paragraph 2 below), this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Contagious Disease** or the fear or threat (whether actual or perceived) of a **Contagious Disease**.
2. a) This exclusion does not apply to any **Common Oral Disease** arising out of malpractice, error or mistake by an Insured in providing or failing to provide any dental treatment or procedure which the Insured is authorized to perform as part of the permitted scope of the Insured's practice. As used in this exclusion, **Common Oral Disease** means any infection, disease or illness that is directly caused by or resulted from bacteria, virus or pathogen that is commonly developed in the oral cavity after undergoing any dental treatment or procedure. **Common Oral Disease** does not include any Coronavirus, Severe Acute Respiratory Syndrome (SARS), Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2), Middle East Respiratory Syndrome Coronavirus (MERS-CoV), H5N1, Ebolaviruses, Flavivirus, Pandemic H1N1/09 virus or Legionella including, but not limited to, MERS, COVID-19, Avian Influenza (Avian Bird Flu), Ebola, Zika virus, West Nile virus (WNV), Dengue virus (DENV), H1N1 (Swine Flu) and Legionnaire's Disease, or any other strain, derivative, mutation or variation of any of these infections, diseases or illnesses or any other infection, disease or illness caused by or arising from these infections, diseases, illnesses, bacteria, virus or pathogens or any strain, derivative, mutation or variation thereof.

b) The maximum amount the Insurer is liable to pay under paragraph 2(a) is:
 - i) \$1 million Limit per Claim per Memorandum of Insurance;
 - ii) Annual aggregate limit: The lesser of \$5 million or the Malpractice Claim limit per Memorandum of Insurance.
3. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Contagious Disease**.
4. As used herein, a **Contagious Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 4.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 4.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 4.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

All other terms and conditions of the Policy shall remain unchanged.