

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS INCOME CHANGES - "COMMUNICABLE DISEASE" AND
"FOOD CONTAMINATION" EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
COMMERCIAL PROPERTY "PLUS" EXTENSION ENDORSEMENT

I. The following is added as an Additional Coverage to the above forms :

We will pay for the actual loss of Business Income you sustain as a result of having your entire "operations" temporarily shut down or suspended by an order from any local, state or federal Department of Health having jurisdiction over your "operations." Such shutdown must be the direct result of an outbreak at the insured premises of a "communicable disease" such as, but not limited to, Meningitis, Measles, or Legionnaire's Disease, or to a "food contamination" caused directly by infectious or bacterial organisms such as, but not limited to, infectious Hepatitis, E.Coli bacteria, or Salmonella. An actual business shutdown must occur.

II. LIMIT OF INSURANCE

The Limit of Insurance for this additional coverage is _____.

III. AGGREGATE LIMIT

The most we will pay under this coverage regardless of the number of occurrences during a policy year is _____ . This aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

IV. As respects this Extension Endorsement, the following is added as a Covered Cause of Loss:

A Covered Cause of Loss is an outbreak at the insured premises described in the declarations of a "communicable disease" or a "food contamination" caused directly by infectious or bacterial organisms, or infestation by animals transmitting the rabies virus either of which causes illness and results in an order from a local, state or federal Department of Health to temporarily shut down or suspend your entire "operations."

V. As respects a loss under this endorsement, the following is added as a Coverage Extension:

(4) We will pay any Extra Expense:

- (a)** To clean your equipment per jurisdictional Board of Health requirements;
- (b)** To replace consumable goods declared contaminated by the jurisdictional Board of Health;
- (c)** To administer necessary medical tests and vaccines for affected employees as required by the Board of Health or other government body;

- (d) To reimburse infected patrons for necessary doctors' care, hospitalization and blood work.
- (e) To include extra advertising costs to restore your business reputation, beginning 72 hours after the appropriate jurisdictional body shuts down or suspends your operation and ending within 30 days after the governing body certifies that the described premises are habitable and may reopen as fully or partially operational.

The most we will pay for the total of the expenses in (V) above is \$5000.

VI. The definition of "Period of Restoration" is replaced by the following as respects coverage provided by this endorsement:

- 3. "Period of Restoration" means the period of time that:
 - a. Begins 72 hours after the jurisdictional Department of Health closes your "operations" and your premises are evacuated due to illness caused by an outbreak of a "communicable disease" or "food contamination;" and
 - b. Ends on the earlier of:
 - (1) The day before your "operations" resume, either fully or partially; or
 - (2) The day the jurisdictional Department of Health certifies that your premises are habitable and may reopen as fully or partially operational.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" as defined herein.

The expiration date of this policy will not cut short the "period of restoration."

VII. The Additional Coverage - Extended Business Income is deleted as respects this endorsement.

VIII. As respects this endorsement only, the definition of "Pollutants" is replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" does not include outbreaks of infectious diseases or "food contamination," such as Salmonella, E.Coli or infectious Hepatitis, any of which results in illness.

IX. As respects this endorsement, the following definitions are added:

- 1. "Communicable Disease" is an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by infection or contagion directly through human contact or contact with human fluids, waste or similar agent.
- 2. "Food Contamination" means the rendering of food as impure, unsuitable, unhealthy or inferior as the result of the introduction of infectious or bacterial organisms. The contamination may be present in food purchased by you or result from contact with one or more of your infected employees.

X. All conditions, definitions and exclusions applicable to Business Income and related endorsements not in conflict with those herein apply to this coverage. However, Exclusion of Loss Due to Virus or Bacteria does not apply to coverage under this endorsement. The inapplicability of the Exclusion of Loss Due to Virus or Bacteria to a particular loss does not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

All other terms and conditions remain the same.