

NEW YORK CORONAVIRUS – BUSINESS INTERRUPTION AND RELATED COVERAGES ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your Policy (including its endorsements). If there is any conflict between this Notice and the Policy (including its endorsements), the provisions of the Policy (including its endorsements) shall prevail.

This Notice is in response to a call for special report, pursuant to Section 308 of the New York Insurance Law, with respect to Business Interruption (often referred to as Business Income and/or Extra Expense) and related coverages and to the novel Coronavirus (COVID-19) pandemic.

The following provisions of your Policy may affect coverage with respect to a Coronavirus. However, actual determination of coverage depends on the relevant facts and circumstances of each claim. Carefully read your entire policy, including the endorsements attached to your policy. If you have questions, please contact your producer, agent or insurer.

- **Covered Causes Of Loss:** The covered causes of loss are established as direct physical loss or damage unless the loss is excluded or limited in your Policy.
- **Virus Or Bacteria Exclusion:** The policy excludes coverage for **contamination**, except if it directly results from a covered loss.

Pursuant to:

SECTION II – PROPERTY DAMAGE – C. Exclusions:

4. We do not cover the following unless directly resulting from a covered loss:

- a. **Contamination**, and any cost due to **contamination** including the inability to use or occupy property or any cost of making property safe or suitable for use or occupancy, except as provided elsewhere in this Policy.

SECTION VII – DEFINITIONS:

3. **Contaminant:** Any foreign substance, impurity, pollutant, hazardous material, poison, toxin, pathogen or pathogenic organism, bacteria, virus, disease causing or illness causing agent, fungus, mold or mildew.

4. **Contamination:** Any condition of property that results from a **contaminant**.

- **Additional Coverages:** To the extent that loss or damage is not excluded, the following Additional Coverages when attached to your policy provide:
 - **TIME ELEMENT – SECTION III – B., 2., GROSS EARNINGS:** Coverage is provided for the actual *GROSS EARNINGS* loss you sustain due to the necessary interruption of your business during the PERIOD OF LIABILITY. The suspension must be caused by direct physical loss or damage to **covered property** at premises which are a **covered location** and for which a *GROSS EARNINGS LIMIT OF LIABILITY* is shown in the LIMITS OF LIABILITY TABLE. The loss or damage must be caused by or result from a covered cause of loss. Unless otherwise noted, coverage for *GROSS EARNINGS* losses begins at the time of direct physical loss or damage

and ends on the earlier of the date when the **covered property** at the **covered location** should be repaired, rebuilt or replaced with reasonable speed and similar quality or the date when business is resumed at a new permanent location.

- **TIME ELEMENT -SECTION III, B., 4., EXTRA EXPENSE:** Coverage is provided for the reasonable and necessary expenses you incur during the PERIOD OF LIABILITY that you would not have incurred if there had been no direct physical loss or damage to **covered property** caused by or resulting from a covered cause of loss. Unless otherwise noted, coverage for EXTRA EXPENSE begins immediately after the time of direct physical loss or damage and ends on the earlier of the date when the **covered property** at the **covered location** should be repaired, rebuilt or replaced with reasonable speed and similar quality or the date when business is resumed at a new permanent location.
- **TIME ELEMENT – SECTION III, E. TIME ELEMENT COVERAGES AND LIMITATIONS, 2. CIVIL OR MILITARY Authority:** When a covered cause of loss causes damage to property other than property at a **covered location**, coverage is provided for the actual loss of *GROSS EARNINGS* you sustain, and reasonable and necessary EXTRA EXPENSE, if provided, caused by action of civil authority that prohibits access to the **covered location**. Unless otherwise noted, CIVIL OR MILITARY AUTHORITY coverage for *GROSS EARNINGS* and EXTRA EXPENSE begins at the time of direct physical loss or damage and ends when the action of civil authority ends, or the time limit specified in the LIMITS OF LIABILITY Table in the Declarations.
- **TIME ELEMENT – SECTION III, E. TIME ELEMENT COVERAGES AND LIMITATIONS, 4. CONTINGENT TIME ELEMENT:** Coverage is provided for the actual loss of *GROSS EARNINGS* you sustain due to the necessary suspension of your operations during the PERIOD OF LIABILITY. The suspension must be caused by direct physical loss of or damage to *Direct Dependent Time Element Locations* caused by or resulting from a covered cause of loss. Coverage may also be provided for *Indirect Dependent Time Element Locations* for partial or complete interruption of the materials or services provided to you by the *Direct Dependent Time Element Locations*. Unless otherwise noted, coverage begins at the time of direct physical loss or damage and ends on the date when the *Direct Dependent or Indirect Dependent Time Element Locations* should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- **TIME ELEMENT – SECTION III, E. TIME ELEMENT COVERAGES AND LIMITATIONS, 4. CONTINGENT TIME ELEMENT, EXTRA EXPENSE:** Coverage is provided for the reasonable and necessary EXTRA EXPENSE you incur due to direct physical loss of or damage to property at the premises of a *Direct Dependent Time Element Location* and/or an *Indirect Time Element Location* caused by or resulting from a covered cause of loss. Unless otherwise noted, coverage begins at the time of direct physical loss or damage and ends on the date when the property at the premises of the *Direct Dependent or Indirect Dependent Time Element Locations* should be repaired, rebuilt or replaced with reasonable speed and similar quality.