

# 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 determined by the Causes Of Loss Form made part of your Commercial Property Coverage Part with respect to the described premises. Causes Of Loss Forms include:
  - **Causes Of Loss – Basic Form:** This form provides coverages with respect to certain specified causes of loss including, fire, lightning, explosion, windstorm or hail and other causes of loss, subject to applicable exclusions and limitations.
  - **Causes Of Loss – Broad Form:** This form provides coverage with respect to the same causes of loss as the Basic Causes of Loss Form and includes the additional causes of loss, including weight of snow, ice or sleet, water damage and other causes of loss, subject to applicable exclusions and limitations.
  - **Causes Of Loss – Special Form:** The Covered Causes of Loss are established as direct physical loss unless the loss is excluded or limited in your policy.
- **Virus Or Bacteria Exclusion Endorsement:** Pursuant to this endorsement, there is no coverage for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. COVID-19 is a virus. Accordingly, your policy does not provide coverage for any loss or damage caused by or resulting from COVID-19, including but not limited to claims for loss of Business Income, Extra Expense, action of Civil Authority, or any of the other Additional Coverages described in the next bullet point.
- **Additional Coverages:** To the extent that loss or damage is not excluded, the following Additional Coverages if and when attached to your policy provide:
  - **Business Income:** Coverage is provided for the actual loss of Business Income you sustain due to the necessary suspension of your operations during the period of restoration. The suspension must be caused by direct physical loss or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. Unless otherwise amended or endorsed, coverage for Business Income losses begin 72 hours after the time of direct physical loss or damage and ends on the earlier of the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality or the date when business is resumed at a new permanent location.
  - **Extra Expense:** Coverage is provided for the necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. Unless otherwise noted, coverage for Extra Expenses begins immediately after the time of direct physical loss or damage and ends on the earlier of the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality or the date when business is resumed at a new permanent location.

- **Civil Authority:** When a Covered Cause of Loss causes damage to property other than property at the described premises, coverage is provided for the actual loss of Business Income you sustain, and actual and necessary Extra Expense, if provided, caused by action of civil authority that prohibits access to the described premises. Unless otherwise amended or endorsed, Civil Authority coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began. Unless otherwise noted, Civil Authority coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end four consecutive weeks after the date of that action; or when your Civil Authority Business Coverage for Business Income ends; whichever is later.
- **Business Income From Dependent Properties:** Coverage is provided for actual loss of Business Income you sustain due to the necessary suspension of your operations during the period of restoration. The suspension must be caused by direct physical loss of or damage to dependent property at the premises described in the Schedule caused by or resulting from a Covered Cause of Loss. Coverage may also be provided for secondary contributing locations and/or secondary recipient locations for partial or complete interruption of the materials or services provided to you by the dependent property described in the Schedule. Unless otherwise amended or endorsed, coverage begins 72 hours after the time of direct physical loss or damage and ends on the date when the dependent property and/or secondary contributing location and/or secondary recipient location should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- **Extra Expense From Dependent Properties:** Coverage is provided for the necessary Extra Expense you incur due to direct physical loss of or damage to property at the premises of a dependent property described in the Schedule of this endorsement and/or secondary contributing location and/or secondary recipient location if provided, caused by or resulting from a Covered Cause of Loss. Unless otherwise noted, coverage begins with the date of direct physical loss or damage and ends on the date when the property at the premises of the dependent property and/or secondary contributing location and/or secondary recipient location should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- **Business Income From Dependent Properties Limited International Coverage:** With respect to the coverage provided under this endorsement, the Coverage Territory Condition in the Commercial Property Conditions does not apply. Coverage is provided for the actual loss of Business Income you sustain due to the necessary suspension of your operations during the period of restoration. The suspension must be caused by direct physical loss of or damage to dependent property at the premises described in the Schedule and/or secondary contributing location caused by or resulting from a Covered Cause of Loss. Unless otherwise amended or endorsed, coverage begins 72 hours after the time of direct physical loss or damage and ends on the date when the property at the premises of the dependent property and/or secondary contributing location should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- **Extra Expense From Dependent Properties Limited International Coverage:** With respect to the coverage provided under this endorsement, the Coverage Territory Condition in the Commercial Property Conditions does not apply. Coverage is provided for the necessary Extra Expense you incur due to direct physical loss of or damage to property at the premises of a dependent property and/or secondary contributing location described in the Schedule caused by or resulting from a Covered Cause of Loss. Unless otherwise noted, coverage begins with the date of direct physical loss or damage and ends on the date when the property at the premises of the dependent property and/or secondary contributing location should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- **Direct Physical Loss or Damage to Property Requirement:** COVID-19 does not cause direct physical loss or damage to property. Accordingly, even in the absence of the Virus or Bacteria Exclusion Endorsement, COVID-19 has not triggered any of the foregoing Additional Coverages or any other coverage predicated upon direct physical loss or damage to property.