

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RESTAURANT FOOD CONTAMINATION SHUTDOWN COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. The following is added to Section A.5. Additional Coverages:**

**Restaurant Food Contamination Shutdown**

If the Board of Health or other government body orders **your** premises closed because of the discovery of, or suspicion of **Food Contamination**, coverage is provided as described below at the location(s) described in the Declarations.

1. **We** will pay for the actual loss of **Business Income** **you** sustain due to the necessary suspension of **your operations** resulting from a closure order issued by the Board of Health or other government body.

The amount of **Business Income** loss will be determined based on:

- a. The Net Income of the business before the Board of Health or other government body closure order was issued;
- b. The likely Net Income of the business if no loss occurred;
- c. The operating expenses, including payroll expenses, necessary to resume **operations** with the same quality of service that existed just before the closure order was issued; and
- d. Reasonable advertising expenses incurred to restore reputation.

The limit shown on the Declarations is the most **we** will pay for this coverage per covered loss.

2. **We** will pay:

- a. **Your** cost to clean **your** equipment in accordance with local Board of Health or other government body requirements;
- b. **Your** cost to replace those consumable goods declared contaminated by the local Board of Health or other government body;
- c. Necessary medical tests and vaccines for affected employees as required by the Board of Health or other government body. This coverage is primary to any other insurance coverage; and
- d. Reimbursement **you** paid to infected patrons for medical care, hospitalization, and necessary blood work.

The limit shown on the Declarations is the most **we** will pay for this coverage per covered loss.

3. **We** will not pay for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or events that contributes concurrently or in any sequence to the loss.

- a. Fines or penalties of any kind;
- b. Seizure or destruction of property by order of governmental authority;
- c. Nuclear reaction or radiation, or radioactive contamination, however caused;
- d. War, including undeclared or civil war;
- e. Any increase of loss caused by or resulting from delay in resuming **operations** due to interference by strikers or other persons; and
- f. Dishonest or criminal acts by **you**, any of **your** partners, employees, directors, trustees, authorized representatives, or anyone to whom **you** entrust the property for any purpose:
  - (1) Acting alone or in collusion with others; or
  - (2) Whether or not occurring during the hours of employment.

**B. The following is added to Paragraph 3. Duties In The Event Of Loss Or Damage of Section E. Property Loss Conditions:**

c. In the event of a covered Food Contamination Shutdown loss, **you** must also:

- (1) Give **us** prompt notice of the Board of Health closure order received by **you** and **Locations Covered** that may be involved in the loss.
- (2) Notify any public authority that may have jurisdiction over the incident.
- (3) As soon as possible, provide **us** a description of how, when and where the **Food Contamination** was first discovered.
- (4) Resume all **your operations** as quickly as possible. If **you** do not resume **operations**, or do not resume **operations** as quickly as possible, **we** will pay based on the time it would have taken to resume **operations** as quickly as possible.
- (5) Do all things practical to avoid or diminish further loss.

#### C. DEFINITIONS

For the purposes of coverage provided by this endorsement, the following definitions are added:

1. **Business Income** means the:
  - a. Net Income (Net Profit or Loss before income tax) that would have been earned or incurred if no closure order had been issued by the Board of Health or other government body; and
  - b. Continuing normal operating expenses incurred, including payroll.
2. **Food Contamination** means bacteria, toxins, viruses, or chemical residues contained in food **you** provide causing an acute gastrointestinal disorder in one or more of **your** patrons.
3. **Location Covered** means any location scheduled in the Declarations.
4. **Operations** means **your** business activities occurring at any **Location Covered**.

This endorsement is part of **your** policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.