

# 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 unless the loss is excluded or limited under Section I – Property.
- **Virus Or Bacteria Exclusion:** There is no coverage for loss or damage caused directly or indirectly by any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- **Additional Coverages:** To the extent that loss or damage is not excluded, the following Additional Coverages are provided:
  - **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 the described premises and must be caused by or result from a Covered Cause of Loss. Unless otherwise noted, coverage is provided for Business Income losses that occur within 12 consecutive months from the date of direct physical loss or damage and commences 72-hours after the related loss or damage.
  - **Extra Expense:** Coverage is provided for necessary Extra Expense 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 at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. Unless otherwise noted, coverage is provided for Extra Expenses that occur within 12 consecutive months from the date of direct physical loss or damage and commences immediately after the related loss or damage.
  - **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 necessary Extra Expense caused by action of civil authority that prohibits access to the described premises. Unless otherwise noted, coverage for Business Income applies for a period of up to four consecutive weeks and begins 72-hour after the time of the first action of related civil authority. Coverage for Extra Expense begins immediately after the time of the first action of civil authority that prohibits access to your premises lasts for a period of up to four consecutive weeks or when your Civil Authority Business Income ends, whichever is later.
  - **Business Income From Dependent Properties:** Coverage is provided for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss. Unless otherwise noted, coverage begins 72 hours after the time of direct physical loss or damage and ends on the date when the related property should be repaired, rebuilt or replaced with reasonable speed and similar quality.