

PANDEMIC EVENT ENDORSEMENTPOLICY CERTIFICATE NO.: TNR 18 8275*This Endorsement changes the Policy – please read it carefully.*

In consideration of the premium charged, it is hereby understood and agreed that, for the purposes of this Endorsement, the Policy is amended as follows:

The following provisions are added to Section B of the Declarations:

B: Limits of Indemnity and Deductible:

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| Limit of Indemnity for Pandemic Events (By Endorsement Only): | <u>\$250,000</u> | per Covered Location |
| | <u>\$1,000,000</u> | per Period of Insurance |
| | Deductible (Section 4.7): | |
| as respect Pandemic Events (By Endorsement Only): | <u>\$10,000</u> | Each and Every Incident |

Section 2. LIMITS OF INDEMNITY is amended to delete and replace the following:

2.3 "Limit of Indemnity for Incident Response Expenses" - Underwriters' maximum liability for **Incident Response Expenses** affecting all **Covered Locations** insured hereunder for **Restaurant Events, Supplier Events, and Pandemic Events** shall not exceed the corresponding "Limit of Indemnity for **Incident Response Expenses**" set forth in Section B of the Declarations, as amended, regardless of the number of **Insureds** named in the Declarations.

Incident Response Expenses shall be in excess of any applicable **Deductible**; except that **Crisis Management Expenses** paid as part of **Incident Response Expenses** shall not be subject to the **Deductible**. Any amounts paid hereunder with respect to **Incident Response Expenses** shall reduce the remaining applicable Limits of Indemnity payable with respect to **Actual Net Loss**.

Section 2. LIMITS OF INDEMNITY is amended to include the following:

2.11 "Limit of Indemnity for Pandemic Events" - Underwriters' maximum liability for **Actual Net Loss** and **Incident Response Expenses** affecting all **Covered Location(s)** insured hereunder for **Pandemic Events** shall not exceed the Limit of Indemnity set forth in Section B of the Declarations, as amended, per **Period of Insurance** and shall be in excess of the **Deductible**.

If any indemnity is owed under Section 2.1 (**Restaurant Event**), 2.2 (**Supplier Event**) or 2.13 (**Hospitality Event**), if applicable, for any **Incident**, no indemnity shall be owed under this Section 2.11 for that same **Incident**, regardless of the number of **Pandemic Events**, involved and irrespective of whether an **Insured** sustains any loss, in whole or in part, as a result of any **Pandemic Event**.

Section 4. DEFINITIONS, is amended to include:

4.59 "Pandemic Event" means either:

- (a) the actual presence of an **Infected Person** within a **Covered Location**; or,
- (b) the announcement by a **Public Health Authority** that a specific **Covered Location** is being closed as a result of an **Epidemic** declared by the CDC or WHO.

4.58 "Infected Person" means an individual who has been confirmed by a licensed physician to be contagious with a **Covered Disease** during an **Epidemic** of that **Covered Disease**.

4.56 "Covered Disease" is limited to the following pathogens, their mutations, or variations:

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|--------------------------------|-----------------|---|
| ○ Avian Flu | ○ Malaria | ○ Severe Acute Respiratory Syndrome-associated Coronavirus (SARS-CoV) disease |
| ○ Bubonic Plague | ○ Measles | ○ Smallpox |
| ○ Diphtheria | ○ Meningococcal | ○ Swine Flu |
| ○ Ebola | ○ Monkpox | ○ Tuberculosis (TB) |
| ○ Hand, Foot and Mouth Disease | ○ Mumps | ○ Varicella (Chickenpox) |
| ○ Human Papillomavirus (HPV) | ○ Pertussis | ○ Yellow Fever |
| ○ Legionellosis | ○ Polio | ○ Zika Virus |
| ○ Leprosy | ○ Rabies | ○ or, as designated by Underwriters |
| | ○ Rotavirus | |
| | ○ Rubella | |

- 4.57 “Epidemic” means an occurrence of a **Covered Disease** that:
- (a) rapidly and unexpectedly becomes widely distributed and affects or attacks persons simultaneously throughout a geographic location, region, territory, country, continent, or globally as defined by the World Health Organization (“WHO”), or the Center for Disease Control (“CDC”); and
 - (b) would impair normal physical function of any part, organ or system (or a combination thereof) of the body that manifests by a characteristic set of signs and symptoms;
- 4.3 “Affected Covered Location” For **Pandemic Event(s)**, **Affected Covered Location** shall mean only the specific **Covered Location** where the **Pandemic Event** occurred and whose **Normal Gross Revenues** are reduced by at least ten percent (10%) for a period in excess of seven (7) consecutive days, due directly and solely to the occurrence of a **Pandemic Event**.
- 4.13 “Incident” means a **Pandemic Event**. All **Pandemic Events** arising out of one or multiple visits by an **Infected Person** or the simultaneous presence of multiple **Infected Person(s)** within a **Covered Location**, shall be considered one **Incident**; and, the **Incident** shall be deemed to have occurred at the time of the earliest occurrence of the **Pandemic Event**.
- 4.14 “Incident Response Expenses”:
- (g) up to \$10,000 for cleaning and sanitization of only the **Affected Covered Location(s)** per **Period of Insurance** for **Pandemic Event(s)**.
- 4.24 “Period of Restoration” for **Pandemic Event** means a period of twelve (12) months. The period commences on the date of the **Incident** and ends on the earlier of the following dates:
- (i) the first date that the **Gross Revenues** derived from the **Insured's** normal and customary business operations at the **Affected Covered Location** are within ten percent (10%) of the **Normal Gross Revenues** for the **Affected Covered Location** and; thereafter, remain within ten percent (10%) of the **Normal Gross Revenues** for the **Affected Covered Location** for the next six (6) consecutive days; or
 - (ii) twelve (12) months from the date of the **Incident**;

The **Period of Restoration** shall not be affected by the expiration of the **Period of Insurance**.

Section 6. EXCLUSIONS is amended to include:

This insurance also does not cover any **Actual Net Loss**, **Incident Response Expenses**, or **Extortion Payments** directly or indirectly caused by, arising out of, contributed to by, in consequence of, or resulting from, any of the following:

- 6.43 at a **Covered Location**, other than the specific **Affected Covered Location** where the **Pandemic Event** occurred.

This is a part of your Policy, and takes effect on the effective date of your Policy unless another effective date is shown below.

| Must Be Completed | |
|--------------------|---------------|
| Endorsement Number | Policy Number |
| 1 | TNR 18 8275 |

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| <p><i>Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy.</i></p> <p>Effective on and after <u>6/21/2019</u> at 12:01 a.m. local standard time. Issued to: <u>SCGM, Inc.</u> Issued by: <u>Certain Underwriters at Lloyd's</u> Expiration Date: <u>6/21/2020</u> at 12:01 a.m. local standard time.</p> |
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All other terms, conditions and exclusions of this Policy remain unchanged.

Countersigned: David J. Hanley
 Authorized Representative