

IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT IN
AND FOR LEE COUNTY, FLORIDA

PICASSO AESTHETIC AND COSMETIC
DENTAL SPA, P.A.

Plaintiff,

vs.

CASE NO.: _____

FIRST COMMUNITY INSURANCE
COMPANY,

Defendant.

_____ /

COMPLAINT

Plaintiff, PICASSO AESTHETIC AND COSMETIC DENTAL SPA, P.A., by and through the undersigned attorney, sues Defendant, FIRST COMMUNITY INSURANCE COMPANY, and alleges:

NATURE OF ACTION

1. This is an action for Declaratory Judgment pursuant to Section 86.011, Fla. Stat. *et seq.* to determine questions of insurance coverage under a “Businessowners” policy of insurance issued by Defendant to Plaintiff.

2. This is also an action for breach of an insurance contract for Defendant’s failure to pay insurance policy proceeds that were due and owing to Plaintiff under a Businessowners policy of insurance issued by Defendant to Plaintiff.

JURISDICTION AND VENUE

3. Plaintiff is a Florida corporation with its principal place of business at 9776 Bonita Beach Road, Suite 202A, Bonita Springs, Lee County, Florida. Plaintiff owns and operates a dental office and primarily provides aesthetic, cosmetic, and non-emergency dental procedures at that location at that location.

4. Defendant is a Florida corporation with a principal place of business at 11101 Roosevelt Boulevard N., St. Petersburg, Florida. At all times material, Defendant operated, conducted, engaged in, and/or carried on a business or business venture in the State of Florida. Defendant was and is engaged in a course of conduct in which revenue was derived from providing goods and/or services throughout Florida, including Lee County, Florida. Defendant maintained one or more agents and/or representatives in Lee County, Florida, and entered into insurance contracts with insureds located in Lee County, Florida.

5. The amount of coverage sought in this declaratory judgment action exceeds the jurisdictional limits of this Court. Therefore, this Court has jurisdiction over this action for declaratory judgment pursuant to Fla. Stat. §86.011.

6. The action also seeks damages in excess of Thirty Thousand Dollars (\$30,000), exclusive of interest, costs and attorney's fees (the estimated value of Plaintiff's claim is in excess of the minimum jurisdictional threshold required by this Court).¹

¹ Plaintiff has entered "\$30,001" in the civil cover sheet for the "estimated amount of the claim" as required in the preamble to the civil cover sheet for jurisdictional purposes only (the Florida Supreme Court has ordered that the estimated "amount of claim" be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff's claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

7. Venue is proper in this Court because Plaintiff's principal place of business is in Lee County, Florida; the Policy was entered into, issued, and covers property located in Lee County, Florida; and this cause of action arose in Lee County, Florida.

POLICY

8. Defendant issued Plaintiff a "Businessowners Policy" bearing policy number 09 0005801949 2 05. The Policy had an effective date of January 16, 2020, to January 16, 2021. A copy of the Policy in Plaintiff's possession is attached as Exhibit "A." A certified copy of the Policy is in the exclusive control of Defendant, and Plaintiff expects Defendant will produce the certified copy in discovery.

9. At all times material the Policy was in full force and effect and provided coverage to Plaintiff.

10. The Policy contains a "Businessowners Special Property Coverage" Form. The Businessowners Coverage provides:

A. Coverage.

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

Exhibit A at page 13, emphasis in original.

11. The Policy further provides:

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in Section B., Exclusions; or
 - b. Limited in Paragraph A.4., Limitations;
- that follow.

Exhibit A at page 14, emphasis in original.

12. The Policy's "Limitations" to coverage are listed on Exhibit A at page 14. The Policy's "Exclusions" are listed on Exhibit A at pages 17-19. The Policy does not exclude or limit "risks of direct physical loss" from virus or pandemic. The Policy does not exclude or limit "risks of direct physical loss" from the threat of virus or pandemic. Therefore, risk of direct physical loss from virus, pandemic, or the threat of virus or pandemic is a Covered Cause of Loss under the Policy.

13. The Policy does contains an Exclusion for acts or decisions of any person, or governmental body, but ensuing (resulting) losses are covered:

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

* * *

- b. **Acts or Decisions:** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

Exhibit A at page 18, emphasis in original.

14. The Policy provides coverage for Loss of Business Income and states, in pertinent part:

A. Business Income

- (a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration", subject to the limits of insurance shown in the Declarations. The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss.

Exhibit A at page 27, emphasis in original.

15. The Policy defines "operations" as "your business activities occurring at the described premises." Exhibit A at page 26.

16. The Policy defines "period of restoration" in part:

C. “Period of Restoration”

a. Means the period of time that:

(1) Begins:

(a) Immediately after the time of direct physical loss or damage for Business Income Coverage unless a different time period is shown on the Declarations; or

(b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises....

Exhibit A. at page 28.

17. The Policy also provides for extra expenses incurred as a result of direct physical loss and states, in part:

B. Extra Expense

(a) We will pay necessary Extra Expense you incur during the "period of restoration" that 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....

(b) Extra Expense means expense incurred:

(i) To avoid or minimize the suspension of business and to continue "operations":

i. At the described premises; or

ii. At replacement premises or at temporary location(s); including relocation expenses; and costs to equipment and operate the replacement or temporary locations

(ii) To minimize the suspension of business if you cannot continue "operations:"

Exhibit A at page 28, emphasis in original.

VIRUS/PANDEMIC

18. As this Court is well aware, SARS-CoV-2 (commonly called “COVID-19”) is a most recent strain of coronavirus. It is publicly acknowledged that the COVID-19 is highly contagious and appears to have a higher mortality rate than other more common strains of virus.

EXECUTIVE ORDERS

19. On March 1, 2020, Florida Governor DeSantis issued Executive Order No.: 20-51 and declared a state of emergency in Florida as a result of COVID-19. A copy of Executive Order No.: 20-51 is attached as Exhibit “B.”

20. On March 20, 2020, Governor DeSantis issued Executive Order No.: 20-72, directly addressing “Non-essential Elective Medical Procedures” including dental procedures. A copy of Executive Order No.: 20-72 is attached as Exhibit “C.” Executive Order No.: 20-72 states, in pertinent part:

All hospitals, ambulatory surgical centers, office surgery centers, dental, orthodontic and endodontic offices, and other health care practitioners' offices in the State of Florida are prohibited from providing any medically unnecessary, non-urgent or non-emergency procedure or surgery which, if delayed, does not place a patient's immediate health, safety, or wellbeing at risk, or will, if delayed, not contribute to the worsening of a serious or life-threatening medical condition. Accordingly, all health care practitioners licensed in the State of Florida, including dentists, shall immediately cease performing these elective services.

Exhibit C, emphasis added.

21. On April 1, 2020, Governor DeSantis issued Executive Order No.: 20-91 and ordered all persons in Florida to practice “safer at home,” including limiting movements and interactions to *only* those necessary to obtain or provide essential services or conduct essential activities. A copy of Executive Order No.: 20-72 is attached as Exhibit “C.”

DIRECT PHYSICAL LOSS AND EXTRA EXPENSE

22. Due to the existence of COVID-19 and the related pandemic, and the Executive Orders issued by Governor DeSantis that ban elective dental procedures and require the public to practice “safer at home,” the insured property is not able to function as intended by Plaintiff and Defendant. Plaintiff has lost the use of the insured property and as a result, Plaintiff is not able to provide elective dental services at the insured property, and has necessarily had to suspend its business activities occurring at the insured property.

23. Plaintiff’s loss of use of the insured property and insured property’s inability to function as intended by Plaintiff and Defendant is a direct physical loss. As a result of this direct physical loss, Plaintiff has suffered loss of business income, has incurred “extra expense” to minimize the suspension of business and continue its operations, and has suffered other losses and damages.

COUNT I – DECLARATORY JUDGMENT

Plaintiff adopts and re-alleges all allegations contained in paragraphs 1 through 23 above, as though fully set forth in this Count.

24. Plaintiff is unsure of Plaintiff’s right to coverage for direct physical loss, business interruption coverage, and extra expense coverage. Plaintiff believes the Policy provides coverage for all its COVID-19 related injuries, damages, and losses. Plaintiff has therefore filed this action seeking a determination whether the Policy provides coverage to Plaintiff for these injuries, damages, and losses.

WHEREFORE Plaintiff, PICASSO AESTHETIC AND COSMETIC DENTAL SPA, P.A., respectfully requests that this Court grant Declaratory Judgment for Plaintiff, declaring:

A. Plaintiff has sustained direct physical loss.

- B. Plaintiff's loss is a covered loss which is not excluded or limited under the Policy.
- C. Plaintiff's loss is a covered loss resulting from an act or decision of a person or governmental body, and is therefore a covered ensuing loss.
- D. Plaintiff has sustained loss of Business Income due to the necessary suspension of its operations during the period of restoration.
- E. The suspension of operations was caused by direct physical loss to property at the insured premises.
- F. Plaintiff incurred extra expense to avoid or minimize the suspension of business and to continue operations.

COUNT II – BREACH OF THE INSURANCE POLICY

Plaintiff adopts and re-alleges all allegations contained in paragraphs 1 through 23 above, as though fully set forth in this Count.

25. During the Policy period of January 16, 2020 to January 16, 2021, Plaintiff sustained direct physical loss to covered property from a covered cause of loss. Plaintiff also sustained a covered cause of loss resulting from an act or decision of a person or governmental body, and Plaintiff's loss is therefore a covered ensuing loss. Plaintiff also suffered loss of business income and extra expense, in addition to other losses and damages.

26. Plaintiff notified Defendant of its losses.

27. Plaintiff complied with all conditions precedent to entitle Plaintiff to recover under the Policy, or Defendant waived compliance with such conditions.

28. Defendant has failed to provide the coverages for Plaintiff's losses, and has failed to pay for all of Plaintiff's losses. Defendant has denied all coverage for Plaintiff's claim. A copy of Defendant's denial letter is attached as Exhibit "E."

29. Defendant's failure to pay for Plaintiff's covered losses is a material breach of contract.

30. As a result of Defendant's material breach of contract, it has become necessary for Plaintiff to retain the services of the undersigned attorney.

WHEREFORE Plaintiff, PICASSO AESTHETIC AND COSMETIC DENTAL SPA, P.A., demands judgment against Defendant FIRST COMMUNITY INSURANCE COMPANY for all covered losses with interest on any overdue payments, any incidental and foreseeable consequential damages caused by Defendant's breach of contract, plus attorney's fees and costs pursuant to Sections 627.428, 57.041, and 92.231, Fla. Stat.

JURY DEMAND

Plaintiff demands a jury trial on all issues to which it is so entitled.

Dated this 28th day of April, 2020.



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Exhibit A

09 0005801949 2 05

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES,
WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

CERTAIN COVERAGES WITHIN THIS POLICY MAY CONTAIN PROVISIONS THAT PLACE DEFENSE COSTS
WITHIN THE APPLICABLE ANNUAL AGGREGATE COVERAGE LIMITS. READ YOUR POLICY CAREFULLY.





First Community Insurance Company

Policy Number

Date

09 0005801949 2 05

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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ACCOUNTS RECEIVABLE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE

Prem. No.	Bldg. No.	Additional Premium	Limit of Insurance
3	1	\$.00	\$25,000

If additional premium for Accounts Receivable is shown in the Declarations or in the Schedule above, the following coverage applies. This coverage is subject to the provisions applicable to the Businessowners Property Coverage Form of this policy including the deductible, except as provided below.

A. COVERAGE

This section is replaced by the following:

1. We will pay:

- a. All amounts due from your customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- c. Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- d. Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable.

2. Property Not Covered

Covered property does not include contraband or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to your records of accounts receivable except those causes of loss listed in the Exclusions.

4. Additional Coverage – Collapse

We will pay for the loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

1. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; breakage of building glass; all only as insured against in this policy.

- a. Falling objects does not include loss or damage to:

(a) Property in the open; or

(b) Property inside a building or struc-



ture, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

- b. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

- 2. Hidden decay;
- 3. Hidden insect or vermin damage;
- 4. Weight of people or personal property;
- 5. Weight of rain that collects on a roof;
- 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

5. Coverage Extension

Removal

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- a. At a safe place away from the described premises;
- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the premises from which the Covered Property is removed.

B. EXCLUSIONS

- 1. Section B., Exclusions, of the Businessowners Property Coverage Form do not apply to this coverage, except for:
 - a. Paragraph B.1.c., Governmental Action;
 - b. Paragraph B.1.d., Nuclear Hazard;
 - c. Paragraph B.1.f., War and Military Action;
- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Dishonest acts by you, anyone else with an interest in the property or your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.
 - b. Alteration, falsification, concealment or destruction of records of accounts receivable

done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- c. Bookkeeping, accounting or billing errors or omissions.
- d. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct loss or damage caused by lightning.
- e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- f. Unauthorized instructions to transfer property to any person or to any place.
- 3. We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
- 4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1.a., 1.b. or 1.c. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

C. LIMIT OF INSURANCE

This section is replaced by the following:

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for accounts receivable shown in the Schedule above or in the Declarations.

For accounts receivable not at the described premises, the most we will pay is:



1. \$2500; or
2. 25% of the accounts receivable limit;
whichever is less.

D. ADDITIONAL CONDITIONS

The following is added to paragraph E.6.d. of the Loss Payment Condition:

1. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
 - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (b) Adjust that total for any normal fluctuations in

the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

2. The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (a) The amount of the accounts for which there is no loss or damage;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.



First Community Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

(1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(2) On the basis of filing of claims for partial loss caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:

(a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

B. The following is added to the Cancellation Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) There has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) There has been a substantial change in the risk covered by the policy;

(5) The cancellation is for all insureds under such policies for a given class of insureds;

(6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or



- (7) On the basis of filing of claims for partial loss caused by sinkhole damage, or on the basis of the risk associated with the occurrence of such a claim, if:
 - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(7) above; and
 - (b) This policy does not cover a residential structure or its contents; or
 - (3) 90 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(7) above; and
 - (b) This policy covers a residential structure or its contents.

C. The following is added:

NONRENEWAL

- 1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
 - a. 90 days prior to the expiration of the policy if this policy covers a residential structure or its contents; or
 - b. 45 days prior to the expiration of the policy for all other policies.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - b. On the basis of filing of claims for partial loss caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may refuse to renew this policy if:
 - (1) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.



First Community Insurance Company

Policy Number

Date

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BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we" "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION H. — PROPERTY DEFINITIONS.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this policy, means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. **Buildings**, meaning the buildings and structures at the premises described in the Declarations, including:

- (1) Completed additions;
- (2) Permanently installed:
 - (a) Fixtures;
 - (b) Machinery; and
 - (c) Equipment;
- (3) Your personal property in apartments or rooms furnished by you as landlord;
- (4) Outdoor fixtures;
- (5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (6) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the buildings or structures;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises,

used for making additions, alterations or repairs to the buildings or structures.

b. **Business Personal Property** located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, including:

- (1) Property you own that is used in your business;
- (2) Property of others that is in your care, custody or control; but this property is not covered for more than the amount for which you are legally liable, plus the cost of labor, materials or services furnished or arranged by you on personal property of others; and
- (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;
- b. Bullion, money or securities;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns;
- e. Outdoors fences, radio or television antennas, including their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the:



- (1) Outdoor Property Coverage Extension;
or
- (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat.

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in Section B., Exclusions; or
- b. Limited in Paragraph A.4., Limitations;
that follow.

4. Limitations

- a. We will not pay for loss of or damage to:
 - (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - (3) Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory. This limitation does not apply to the Optional Coverage for Money and Securities.
 - (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- b. We will not pay more for loss of or damage to glass that is part of a building or structure than \$100 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, louver, shutter. We will not pay more than \$500 for all loss of or damage to building glass that occurs at any one time.
This Limitation does not apply to loss or damage by the "specified causes of loss," except vandalism.
- c. We will not pay for loss of or damage to fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken, unless caused by the "specified causes of loss" or building glass breakage. This restriction does not apply to:

- (1) Glass that is part of a building or structure;
- (2) Containers or property held for sale; or
- (3) Photographic or scientific instrument lenses.

- d. For loss or damage by theft, the following types of property are covered only up to the limits shown:

- (1) \$2500 for furs, fur garments and garments trimmed with fur.
- (2) \$2500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- (3) \$2500 for patterns, dies, molds and forms.

5. Additional Coverages

a. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:
 - (a) The date of direct physical loss or damage; or
 - (b) The end of the policy period.
- (2) The most we will pay under this Additional Coverage is 25% of:
 - (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
 - (b) The deductible in this policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in paragraph (4) below.
- (3) This Additional Coverage does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (4) If:
 - (a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insur-

ance; or

- (b) The debris removal expense exceeds the amount payable under the 25% Debris Removal coverage limitation in paragraph (2) above;

we will pay up to an additional \$5000 for each location in any one occurrence under the Debris Removal Additional Coverage.

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 10 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

d. Collapse

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- (1) The "specified causes of loss" or breakage of building glass, all only as insured against in this policy;
- (2) Hidden decay;
- (3) Hidden insect or vermin damage;
- (4) Weight of people or personal property;
- (5) Weight of rain that collects on a roof;
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

We will not pay for loss of or damage to the following types of property, if otherwise covered in this policy, under items (2), (3), (4), (5) and (6) unless the loss or damage is a direct result of the collapse of a building:

awnings, gutters and downspouts; yard fixtures; outdoor swimming pools; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

e. Water Damage, Other Liquids, Powder or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

f. Business Income

We will pay 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 property at the described premises, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss.

We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance.

Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

g. Extra Expense

We will pay 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, including personal property in the open (or in a vehicle)



within 100 feet, caused by or resulting from a Covered Cause of Loss.

Extra Expense means expense incurred:

- (1) To avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described premises; or
 - (b) At replacement premises or at temporary locations, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations.
- (2) To minimize the suspension of business if you cannot continue "operations."
- (3) (a) To repair or replace any property; or
(b) To research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f., Business Income.

We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance.

h. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The end of the policy period.

The most we will pay for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

6. Coverage Extensions

In addition to the Limits of Insurance, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the

open (or in a vehicle) within 100 feet of the described premises.

a. Personal Property at Newly Acquired Premises

- (1) You may extend the insurance that applies to Business Personal Property to apply to that property at any premises you acquire.

The most we will pay for loss or damage under this Extension is \$10,000 at each premises.

- (2) Insurance under this Extension for each newly acquired premises will end when any of the following first occurs:

- (a) This policy expires.
- (b) 30 days expire after you acquire or begin construction at the new premises; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the premises.

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than money and securities, while it is in course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$1000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas, signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss;

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1000, but not more than \$250 for any one tree, shrub or plant.

d. Valuable Papers and Records – Cost of Research

You may extend the insurance that applies to Business Personal Property to apply to your

costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is \$1000 at each described premises.

B. EXCLUSIONS

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

a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

b. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust, or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the

time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

e. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

f. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundation, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. **Electrical Apparatus:** Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.



But if loss or damage by fire results, we will pay for that resulting loss or damage.

- b. **Consequential Losses:** Delay, loss of use or loss of market.
- c. **Smoke, Vapor, Gas:** Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. **Maintenance Types of Loss:**
 - (1) Wear and tear;
 - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3) Smog;
 - (4) Settling, cracking, shrinking or expansion;
 - (5) Insects, birds, rodents or other animals;
 - (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force; or
 - (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if loss or damage by the "specified causes of loss" or building glass breakage results, we will pay for that resulting loss or damage.

- e. **Steam Apparatus:** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. **Frozen Plumbing:** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- g. **Dishonesty:** Dishonest or criminal act by

you, any of your partners, employees, directors, trustee, 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.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

- h. **False Pretense:** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - i. **Exposed Property:** Rain, snow, ice or sleet to personal property in the open.
 - j. **Collapse:** Collapse, except as provided in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the described premises, we will pay for that resulting loss or damage.
 - k. **Pollution:** We will not pay for loss or damage caused by or resulting from the release, discharge or dispersal of "pollutants" unless the release, discharge or dispersal is itself caused by any of the "specified causes of loss." But if loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified cause of loss."
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.
- a. **Weather Conditions:** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.
 - b. **Acts or Decisions:** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. **Negligent Work:** Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;
of part or all of any property on or off the
described premises.

4. Business Income and Extra Expense Exclusions.

We will not pay for:

a. Any Extra Expense, or increase of Business Income loss, caused by or resulting from:

(1) Delay in rebuilding, repairing or replacing the property or resuming "operations," due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations," we will cover such loss that affects your Business Income during the "period of restoration."

b. Any other consequential loss.

C. LIMITS OF INSURANCE

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
2. The most we will pay for loss of or damage to outdoor signs attached to buildings is \$1000 per sign in any one occurrence.
3. The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.
4. **Building Limit – Automatic Increase**
 - a. The Limit of Insurance for Buildings will automatically increase by the annual percentage shown in the Declarations.
 - b. The amount of increase will be:
 - (1) The Building limit that applied on the most recent of the policy inception date, the policy anniversary date or any other policy change amending the Building limit, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example:

If: The applicable Building limit is

\$100,000.

The annual percentage increase is 8%.

The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is
 $\$100,000 \times .08 \times 146 : 365 = \$3200.$

5. Business Personal Property Limit – Seasonal Increase

- a. The Limit of Insurance for Business Personal Property will automatically increase by 25% to provide for seasonal variations.
- b. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (1) The 12 months immediately preceding the date the loss or damage occurs; or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.

D. DEDUCTIBLE

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.
2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is \$250:
 - a. Money and Securities;
 - b. Employee Dishonesty;
 - c. Exterior Grade Floor Glass; and
 - d. Outdoor Signs.

But this \$250 deductible will not increase the deductible shown in the Declarations. This deductible will be used to satisfy the requirements of the deductible in the Declarations.
3. No deductible applies to the following Additional Coverages:
 - a. Fire Department Service Charge;
 - b. Business Income; and
 - c. Extra Expense.

E. PROPERTY LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.



2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will.

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss or damage to Covered Property:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the loss or damage. Include a description of the property involved.
- c. As soon as possible, give us a description of how, when and where the loss or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the limit of insurance.
- e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- f. Permit us to inspect the property and records proving the loss or damage. Also permit us to take samples of damaged property for inspection, testing and analysis.
- g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
- h. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within

60 days after our request. We will supply you with the necessary forms.

- i. Cooperate with us in the investigation or settlement of the claim.
- j. Resume all or part of your "operations" as quickly as possible.

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

5. Limitation – Electronic Media and Records

We will not pay for any loss of Business Income caused by direct physical loss of or damage to Electronic Media and Records after the longer of:

- a. 60 consecutive days from the date of direct physical loss or damage; or
- b. The period, beginning with the date of direct physical loss or damage, necessary to repair, rebuild or replace with reasonable speed and similar quality, other property at the described premises due to loss or damage caused by the same occurrence.

Electronic Media and Records are:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or
- (3) Programming records used for electronic data processing or electronically controlled equipment.

Example No.1:

A Covered Cause of Loss damages a computer on June 1. It takes until September 1 to replace the computer, and until October 1 to restore the data that was lost when the damage occurred. We will only pay for the Business Income loss sustained during the period June 1 – September 1. Loss during the period September 2 – October 1 is not covered.

Example No. 2:

A Covered Cause of Loss results in the loss of data processing programming records on August 1. The records are replaced on October 15. We will only pay for the Business Income loss sustained during the period August 1 – September 29 (60 consecutive days). Loss during the period September 30 – October 15 is not covered.

6. Loss Payment

In the event of loss or damage covered by this policy:

a. At our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality.

b. We will give notice of our intention within 30 days after we receive the sworn statement of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. We will determine the value of Covered Property as follows:

- (1) At replacement cost (without deduction for depreciation), except as provided in (2) through (7) below.

(a) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(b) We will not pay on a replacement cost basis for any loss or damage:

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(c) We will not pay more for loss or damage on a replacement cost basis than the least of:

- (i) The cost to replace, on the same premises, the lost or damaged property with other property:
 - i. Of comparable material and quality; and
 - ii. Used for the same purpose; or

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

(2) If the "Actual Cash Value – Buildings" options applies, as shown in the Declarations, paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.

(3) The following property at actual cash value:

- (a) Used or second-hand merchandise held in storage or for sale;
- (b) Property of others;
- (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
- (d) Manuscripts;
- (e) Works of art, antiques or rare articles, including etching, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

(4) Glass at the cost of replacement with safety glazing material if required by law.

(5) Tenants' Improvements and Betterments at:

- (a) Replacement cost if you make repairs promptly.
- (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing if others pay for repairs or replacement.

(6) Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:



- (a) Blank materials for reproducing the records; and
 - (b) Labor to transcribe or copy the records.
- (7) Applicable only to the Optional Coverages:
 - (a) Money at its face value; and
 - (b) Securities at their value at the close of business on the day the loss is discovered.
- e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, if:
 - (1) You have complied with all of the terms of this policy; and
 - (2) (a) We have reached agreement with you on the amount of loss; or
 - (b) An appraisal award has been made.
- 7. Recovered Property**
If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.
- 8. Resumption of Operations**
We will reduce the amount of your:
 - a. Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- 9. Vacancy** building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage, we will:

secutive days before that loss or damage, we will:

- a. Not pay for any loss or damage caused by:
 - (1) Vandalism;
 - (2) Sprinkler leakage, unless you have protected the system against freezing;
 - (3) Building glass breakage;
 - (4) Water damage;
 - (5) Theft; or
 - (6) Attempted Theft.
- b. Reduce the amount we would otherwise pay for the loss or damage by 15%.

Buildings under construction are not considered vacant.

A building is vacant when it does not contain enough business personal property to conduct customary "operations."

F. PROPERTY GENERAL CONDITIONS

1. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of conditions does not exist.

2. Mortgage Holders

- a. The term "mortgage holder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interest may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays any premium due under this policy at our request if you have failed to do so;
 - (2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in owner-

ship, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this policy will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

- (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

3. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Policy Period, Coverage Territory

Under this form:

- a. We cover loss or damage commencing:
 - (1) During the policy period shown in the Declarations; and
 - (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
- b. The coverage territory is:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.

G. OPTIONAL COVERAGES

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

1. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. Paragraph A.3., Covered Causes of Loss, and Section B., Exclusions, do not apply to this Optional Coverage, except for:
 - (1) Paragraph B.1.c., Governmental Action;
 - (2) Paragraph B.1.d., Nuclear Hazard; and
 - (3) Paragraph B.1.f., War and Military Action.
- c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or
 - (5) Mechanical breakdown.
- d. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations.
- e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Exterior Grade Floor Glass

- a. We will pay for direct physical loss of or damage to all exterior grade floor and basement glass, including all lettering and ornamentation, located at the described premises and:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. We will also pay for necessary:
 - (1) Expenses incurred to put up temporary plates or board up openings;
 - (2) Repair or replacement of encasing frames; and
 - (3) Expenses incurred to remove or replace obstructions.
- c. Paragraph A.3., Covered Causes of Loss, and Section B., Exclusions, do not apply to this Optional Coverage, except for:



- (1) Paragraph B.1.c., Governmental Action;
 - (2) Paragraph B.1.d., Nuclear Hazard; and
 - (3) Paragraph B.1.f., War and Military Action.
- d. We will not pay for loss or damage caused by or resulting from:
- (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Corrosion; or
 - (4) Rust.
- e. This Optional Coverage supersedes all limitations in this policy that apply to exterior grade floor glass.

3. Money and Securities

- a. We will pay for loss of money and securities used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
- (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
- b. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
- (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase; or
 - (3) Of property contained in any money-operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device.
- c. The most we will pay for loss in any one occurrence is:
- (1) The limit shown in the Declarations for Inside the Premises for money and securities while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
 - (2) The limit shown in the Declarations for Outside the Premises for money and securities while anywhere else.
- d. All loss:
- (1) Caused by one or more persons; or

- (2) Involving a single act or series of related acts;
- is considered one occurrence.

- e. You must keep records of all money and securities so we can verify the amount of any loss or damage.

4. Employee Dishonesty

- a. We will pay for direct loss of or damage to Business Personal Property, including money and securities, resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
- (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any employee; or
 - (b) Any other person or organization.
- b. We will not pay for loss or damage:
- (1) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons.
 - (2) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- c. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Dishonesty shown in the Declarations.
- d. All loss or damage:
- (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts;
- is considered one occurrence.
- e. We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- f. This Optional Coverage does not apply to any employee immediately upon discovery by:

- (1) You; or
- (2) Any of your partners, officers or directors not in collusion with the employee; of any dishonest act committed by that employee before or after being hired by you.
- g. We will pay only for covered loss or damage discovered no later than one year from the end of the Policy Period.
- h. If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:
 - (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i. The insurance under paragraph h. above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:
 - (1) This Optional Coverage as of its effective date; or
 - (2) The prior insurance had it remained in effect.

5. Mechanical Breakdown

- a. We will pay for direct damage to Covered Property caused by an Accident to an Object. The Object must be:
 - (1) Owned by you or in your care, custody or control; and
 - (2) At the described premises.
- b. Accident means a sudden and accidental breakdown of the Object or a part of the Object. At the time the breakdown occurs, it must manifest itself by physical damage to the Object that necessitates repair or replacement.
- c. None of the following is an Accident:
 - (1) Depletion, deterioration, corrosion or erosion;
 - (2) Wear and tear;
 - (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - (4) Breakdown of any vacuum tube, gas tube

- or brush;
- (5) Breakdown of any electronic computer or electronic data processing equipment;
- (6) Breakdown of any structure or foundation supporting the Object or any of its parts;
- (7) The functioning of any safety or protective device; or
- (8) The explosion of gases or fuel within the furnace of any Object or within the flues or passages through which the gases often combustion pass.
- d. Object means any of the following equipment:
 - (1) Boiler and Pressure Vessels:
 - (a) Steam heating boilers and condensate return tanks used with them;
 - (b) Hot water heating boilers and expansion tanks used with them;
 - (c) Hot water supply boilers;
 - (d) Other fired or unfired vessels used for maintenance or service of the described premises but not used for processing or manufacturing;
 - (e) Steam boiler piping, valves, fittings, traps and separators, but only if they:
 - (i) Are on your premises or between parts of your premises;
 - (ii) Contain steam or condensate of steam; and
 - (iii) Are not part of any other vessel or apparatus;
 - (f) Feed water piping between any steam boiler and a feed pump or injector.
 - (2) Air Conditioning Units—Any air conditioning unit that has a capacity of 60,000 Btu or more, including:
 - (a) Inductors, convectors and coils that make use of a refrigerant and form part of a cooling, humidity control or space heating system;
 - (b) Interconnecting piping, valves and fittings containing only a refrigerant, water, brine or other solution;
 - (c) Vessels heated directly or indirectly that:
 - (i) Form part of an absorption type system; and
 - (ii) Function as a generator, regenerator or concentrator;



- (d) Compressors, pumps, fans and blowers used solely with the system together with their driving electric motors; and
 - (e) Control equipment used solely with the system.
- e. Object does not mean:
 - (1) As Boiler and Pressure Vessels:
 - (a) Equipment that is not under internal vacuum or internal pressure other than weight of contents;
 - (b) Boiler settings;
 - (c) Insulating or refractory material; or
 - (d) Electrical, reciprocating or rotating apparatus within or forming a part of the boiler or vessel.
 - (2) As Air Conditioning Units, any:
 - (a) Vessel, cooling tower, reservoir or other source of cooling water for a condenser or compressor, or any water piping leading to or from that source; or
 - (b) Wiring or piping leading to or from the unit.
- f. We will not pay for an Accident to any Object while being tested.
- g. Suspension

Whenever an Object is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an Accident to that Object. This can be done by delivering or mailing a written notice of suspension to:

 - (1) Your last known address; or
 - (2) The address where the Object is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

H. PROPERTY DEFINITIONS

- 1. "Operations" means your business activities occurring at the described premises.
- 2. "Period of Restoration" means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants."

The expiration date of this policy will not cut short the "period of restoration."
- 3. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke,
 - lf vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 4. "Specified Causes of Loss" means the following:
 - Fire; lightning; explosion, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism, leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkhole; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss of or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.



First Community Insurance Company

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3/25/20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME AND EXTRA EXPENSE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY
COVERAGE FORM

BUSINESSOWNERS STANDARD PROPERTY
COVERAGE FORM

Definitions:

"Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

"Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

"Valuable papers and records" means inscribed, printed or written:

- a. Documents;
- b. Manuscripts; and
- c. Records;

Including abstracts, books, deeds, drawings, films, maps or mortgages.

But "Valuable papers and records" does not mean:

- a. "Money" or "Securities";
- b. Converted data;
- c. Programs or instructions used in your data processing operations, including the materials on which the data is recorded.

The following replaces A.5.f. in the Businessowners Special Property Coverage Form and A.4.d. in the Businessowners Standard Property Coverage Form:

A. Business Income

(a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration", subject to the limits of insurance shown in the Declarations. The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open, or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

(b) We will only pay for loss of Business Income that occurs within the number of months shown in the Declarations, consecutively and after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for the number of days shown on the Declarations following the date of direct physical loss or damage.

(c) Business Income means the:

- (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and



- (ii) Continuing normal operating expenses incurred, including payroll.
- (iii) Operating expenses does not include special compensation such as bonuses and other incentive compensation.

(d) Ordinary payroll expenses:

- (i) Mean payroll expenses for all your employees except:

- i. Officers;
- ii. Executives;
- iii. Department Managers;
- iv. Employees under contract; and
- v. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees.

- (ii) Include:

- i. Wages and salaries;
- ii. Employee benefits, if directly related to payroll;
- iii. FICA payments you pay;
- iv. Union dues you pay; and
- v. Workers' compensation premiums.

The following replaces **A.5.g. in the Businessowners Special Property Coverage Form and A.4.e. in the Businessowners Standard Property Coverage Form:**

B. Extra Expense

- (a) We will pay necessary Extra Expense you incur during the "period of restoration" that 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. With respect to loss of or damage to personal property in the open, or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

- (b) Extra Expense means expense incurred:

- (i) To avoid or minimize the suspension of business and to continue "operations":

- i. At the described premises; or
- ii. At replacement premises or at temporary location(s); including relocation expenses; and costs to equipment and operate the replacement or temporary locations.

- (ii) To minimize the suspension of business if you cannot continue "operations:"

- (iii) To:

- i. Repair or replace any property; or
- ii. To research, replace or restore the lost information on damaged "valuable papers and records" to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage Business Income.

- (c) We will only pay for Extra Expense that occurs within the number of months shown in the Declarations, consecutively and after the date of direct physical loss or damage. Refer to the Declarations page for the Limit of Insurance.

The following replaces **H.2. Period of Restoration**

C. "Period of Restoration"

- a. Means the period of time that:**

- (1) Begins:**

- (a) Immediately after the time of direct physical loss or damage for Business Income Coverage unless a different time period is shown on the Declarations; or**

- (b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;**

caused by or resulting from any Covered Cause of Loss at the described premises; and

- (2) Ends on the earlier of:**

- (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or**

- (b) The date when business is resumed at a new permanent location.**

- b. Does not include any increased period required due to the enforcement of any ordinance or law that:**



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- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The Expiration date of this policy will not cut short the "Period of Restoration".

In this Endorsement, the following replaces **B.1.e. Power Failure in the Businessowners Special Property Coverage Form and in the Businessowners Standard Property Coverage Form and the following is excluded under the Business Income and Extra Expense Coverage:**

D. Utility Services

We will not pay Business Income and Extra Expense due to failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.





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QUICK REFERENCE
SPECIAL BUSINESSOWNERS POLICY - READ YOUR POLICY CAREFULLY
BO 176 (1-87)

The Special Businessowners Policy consists of Declarations, one or more Coverage Forms, Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Policy, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

DECLARATIONS

Named Insured and Mailing Address
Policy Period
Business Description
Coverage Provided and Limits of Insurance
Optional Coverages
Liability and Medical Payments
Forms and Endorsements applying to the Policy at time of issue

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

A. Coverage

1. Covered Property
2. Property Not Covered
3. Covered Causes Of Loss
4. Limitations
5. Additional Coverages
6. Coverage Extensions

B. Exclusions

C. Limits Of Insurance

D. Deductibles

E. Property Loss Conditions

1. Abandonment
2. Appraisal
3. Duties In The Event Of Loss Or Damage
4. Legal Action Against Us
5. Limitation — Electronic Media And Records
6. Loss Payment
7. Recovered Property
8. Resumption Of Operations
9. Vacancy

F. Property General Conditions

1. Control Of Property
2. Mortgage Holders
3. No Benefit To Bailee
4. Policy Period, Coverage Territory

G. Optional Coverages

1. Outdoor Signs
2. Exterior Grade Floor Glass
3. Money And Securities
4. Employee Dishonesty
5. Mechanical Breakdown

H. Property Definitions

1. "Operations"
2. "Period Of Restoration"
3. "Pollutants"
4. "Specified Causes Of Loss"

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. Coverages

1. Business Liability
2. Medical Expenses

B. Exclusions

1. Applicable To Business Liability Coverage
2. Applicable To Medical Expenses Coverage
3. Applicable To both Business Liability Coverage And Medical Expenses Coverage — Nuclear Energy Liability Exclusion

C. Who Is An Insured

D. Liability And Medical Expenses Limits Of Insurance

E. Liability And Medical Expenses General Conditions

1. Bankruptcy
2. Duties In The Event Of Occurrence, Claim Or Suit
3. Financial Responsibility Laws
4. Legal Action Against Us
5. Separation Of Insureds

F. Liability And Medical Expenses Definitions

1. "Advertising Injury"
2. "Auto"
3. "Bodily Injury"
4. "Coverage Territory"
5. "Impaired Property"
6. "Insured Contract"
7. "Loading Or Unloading"
8. "Mobile Equipment"
9. "Occurrence"
10. "Personal Injury"
11. "Products-Completed Operations Hazard"
12. "Property Damage"
13. "Suit"
14. "Your Product"
15. "Your Work"

BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Cancellation

B. Changes

C. Concealment, Misrepresentation Or Fraud

D. Examination Of Your Books And Records

E. Inspections And Surveys

F. Insurance Under Two Or More Coverages

G. Liberalization

H. Other Insurance

I. Premiums

J. Transfer Of Rights Of Recovery Against Others To Us

K. Transfer Of Your Rights And Duties Under This Policy

ENDORSEMENTS (If Any)

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First Community Insurance Company

Policy Number

Date

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BUSINESSOWNERS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION C. — WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION F. — LIABILITY AND MEDICAL EXPENSES DEFINITIONS.

A. COVERAGES

1. Business Liability.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in SECTION D. — LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under COVERAGE EXTENSION — SUPPLEMENTARY PAYMENTS.

b. This insurance applies:

(1) To "bodily injury" or "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(b) The "bodily injury" or "property damage" occurs during the policy period.

(2) To:

(a) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing,

broadcasting or telecasting done by or for you.

(b) "Advertising Injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

d. "Property damage" that is loss of use of tangible property that is not physically injured will be deemed to occur at the time of the "occurrence" that caused it.

e. Coverage Extension — Supplementary Payments

In addition to the Limit of Insurance, we will pay, with respect to any claim or "suit" we defend:

(1) All expenses we incur.

(2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from



work.

- (5) All costs taxed against the insured in the "suit."
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Medical Expenses

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the Limit of Insurance. We will pay reasonable expenses for:
 - (1) First aid at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

B. EXCLUSIONS

1. **Applicable to Business Liability Coverage**—This insurance does not apply to:
 - a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or

property.

- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract," provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
 - (2) That the insured would have in the absence of the contract or agreement.
- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- e. "Bodily injury" to:

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

- f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or as-

sessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the following equipment:
 - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- h. "Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

- i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed



under a contract or agreement.

- j. "Bodily injury," "property damage," "personal injury" or "advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services or treatment;
- (5) Any health service or treatment;
- (6) Any cosmetic or tonsorial service or treatment;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear piercing services; and
- (9) Services in the practice of pharmacy; but this exclusion does not apply to an insured whose operations include those of a retail druggist or drugstore.

- k. "Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed

under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- l. "Property damage" to "your product" arising out of it or any part of it.

- m. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- n. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- o. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

- p. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

q. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

Exclusions c., d., e., f., g., h., i., k., l., m., n. and o. do not apply to damage by fire or explosion to premises rented to you. A separate Limit of Insurance applies to this coverage as described in Section D., Limits of Insurance.

2. Applicable to Medical Expenses Coverage –
We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Business Liability Coverage.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

3. Applicable to both Business Liability Coverage and Medical Expense Coverage – Nuclear Energy Liability Exclusion.

This insurance does not apply:

- a. Under Business Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an insured under the policy is also an insured under a

nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
- (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material," if:

- (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (b) Has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear



facility" and any property thereat.

As used in this exclusion:

"by product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear material" means "source material," "special nuclear material" or "byproduct material";

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property;

"source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"waste" means any waste material:

- (a) Containing "by-product material" other than

the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

- (b) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (a) and (b) of the definition of "nuclear facility."

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- 2. Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
 - (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or to the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
- b. Any person (other than your employee), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-employee of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The most we will pay for the sum of all damages because of all:
 - a. "Bodily injury," "property damage" and medical expenses arising out of any one "occurrence"; and
 - b. "Personal injury" and "advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.
3. The most we will pay under Business Liability Coverage for damages because of "property

damage" to premises rented to you arising out of any one fire or explosion is the Fire Legal Liability limit shown in the Declarations.

4. Aggregate Limits

The most we will pay for:

- a. Injury or damage under the "products-completed operations hazard" arising from all "occurrences" during the policy period is the Liability and Medical Expenses limit; and
- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is twice the Liability and Medical Expenses limit. This limitation does not apply to "property damage" to premises rented to you arising out of fire or explosion.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against an insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.



- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertising Injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage Territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in a. above or in a settlement we agree to.
5. "Impaired Property" means tangible property,

other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) Your fulfilling the terms of the contract or agreement.

6. "Insured Contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- (a) That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (b) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change order, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (c) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury

or damage arising out of the insured's rendering or failure to render professional services, including those listed in (b) above and supervisory, inspection or engineering services; or

- (d) That indemnifies any person or organization for damage by fire or explosion to premises rented or loaned to you.

7. "Loading or Unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a handtruck, that is not attached to the aircraft, watercraft or "auto."

8. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equip-



ment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

10. "Personal Injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, by or on behalf of its owner, landlord or lessor.
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

11. a. "Products-Completed Operations Hazard" includes all "bodily injury" and "property damage" arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

12. "Property Damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

13. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your Product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection

with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your product";
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your Work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.



Policy Number

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Date

3/25/20

BUSINESSOWNERS COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy.

- (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

- (a) Seasonal unoccupancy; or
- (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- (2) After damage by a covered cause of loss, permanent repairs to the building:
 - (a) Have not started, and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.

- (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.

- (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

- (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

- (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

- b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

- c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy is void in any case of fraud by you or as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your Interest in the Covered Property; or
4. A claim under this policy.



D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. OTHER INSURANCE

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. Business Liability Coverage is excess over any other insurance that insures for direct physical loss or damage.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. Applicable to Businessowners Property coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

 - a. Prior to a loss to your Covered Property.
 - b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS COVERAGE EXTENSIONS

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS POLICY

A. The Coverage Extensions in the BUSINESSOWNERS STANDARD or SPECIAL PROPERTY COVERAGE FORM are changed as follows:

1. The \$5,000 Additional Coverage limit of insurance for **Debris Removal** is replaced by \$10,000 for each location in any one occurrence.
2. The \$1,000 Additional Coverage limit of insurance for Fire Department Service Charge is replaced by \$10,000.
3. The \$10,000 Coverage Extension limit of insurance for **Personal Property at Newly Acquired Premises** is replaced by \$250,000 extension limit of insurance.
4. The 30-day limit for **Personal Property at Newly Acquired Premises** is replaced with a 180-day limit.
5. The \$1,000 Coverage Extension limit of insurance for **Personal Property Off Premises** is replaced with a \$25,000 extension limit of insurance.
6. Coverage Extensions for Outdoor Property, Items (6) Wind and (7) Hail are added as causes of loss if they are Covered Causes of Loss for **Outdoor Property**.
7. The \$1,000 Coverage Extension limit for **Outdoor Property** is replaced with a \$10,000 extension limit. Subject to the following limitations:
 - a. Fences \$2,500
 - b. Antennas \$1,000
 - c. Tree, shrub or plant \$500 each
 - d. Signs \$5,000

8. The \$1,000 extension limit of insurance for **Valuable Papers and Records – Cost of Research** is replaced with a \$10,000 extension limit of insurance.

The following items are added to Coverage Extensions in the **BUSINESSOWNERS STANDARD or SPECIAL PROPERTY COVERAGE FORM**. Deductibles apply to the following Coverage Extensions:

Extension	Limit	Form
Accounts Receivable	\$25,000	BP 04 03
Electronic Media & Records	\$10,000	BP 04 05
Valuable Papers & Records	\$25,000	BP 04 05
Employee Dishonesty	\$10,000	
Fine Arts	\$10,000	BBOP99.188
Money & Securities	Inside \$10,000 Outside \$2,500	Does not apply to Standard Form unless optional coverage Burglary and Robbery has been added.

- B. The following items are added to Coverage Extensions of the BUSINESSOWNERS STANDARD OR SPECIAL PROPERTY COVERAGE FORM. No deductible applies to the following Coverage Extension:**

e. Arson Reward

We will pay an arson reward of \$5,000 for information, which leads to an arson conviction for loss or damage covered by this policy. This limit applies per occurrence regardless of the number of persons providing information.



f. Fire Extension Recharge

We will pay your expense of recharging a portable fire extinguisher used to fight a fire at the premises described in the Declarations or at immediately adjacent premises, which exposes your property to loss.

g. Money Orders and Counterfeit Paper Currency

We will pay up \$1,000 in any one occurrence for your loss of accepting, in good faith, in exchange for merchandise, services, or money:

- (1) Any post office or express money orders which are not paid upon presentation; or
- (2) Counterfeit paper currency.

h. Depositors Forgery

We will pay up to \$5,000 in any one occurrence for your loss through the forgery or alteration of, on, or in any covered instrument.

An occurrence means all loss caused by or involving any one person regardless of the number of covered instruments involved.

A covered instrument means any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a certain sum of money drawn against your accounts.

We will not pay loss resulting from dishonest acts committed by any of your employees acting alone or in collusion with others.

i. Attached Signs

We will pay up to \$5,000 for direct loss caused by a Covered Cause of Loss to signs you own which are:

- (1) Attached to the outside of the building insured; or

- (2) Attached to the outside of the building containing insured business personal property.

j. Glass

Where glass has been damaged by a Covered Cause of Loss, we will also pay for necessary:

- (a) Expenses incurred to put up temporary plates or boarding up openings;
- (b) Repair or replacement of encasing frames; and
- (c) Expenses incurred to remove or replace obstructions.

We will not pay more than \$10,000 for expenses incurred by you under (a), (b) and (c) above, which occurs at any one time.

k. On-Premises Swimming Pool

We will pay up to \$20,000 in any one occurrence for damage by a Covered Cause of Loss to your on-premises swimming pool.

C. Item (6) (b) of the Covered Property, Buildings is replaced by the following:

- (b) Materials, equipment, supplies and temporary structures, on or within 1000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

D. Item b. of the Covered Property, Business Personal Property is replaced by the following:

- b. Business Personal Property is located in or on the buildings at the described premises or in the open (or in a vehicle) within 1000 feet of the described premises, including:

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**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

ASSAULT, BATTERY AND SEXUAL ABUSE EXCLUSION

This endorsement modified insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to, **Paragraph B. Exclusions:**

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", medical payments or any other damages directly or indirectly because of, arising out of, related to or in any other way connected to actual, threatened or attempted:

- a. physical abuse, physical assault, physical battery, physical molestation, habitual neglect; or
- b. sexual abuse, sexual assault, sexual battery, sexual molestation; or
- c. licentious, amoral, immoral or similar behavior;

that was committed or alleged to have been committed by the insured, their "employees", any person acting on behalf of the insured, customers, patrons, guests or any other person on the insured's premises.

This exclusion applies to all causes of action arising out of any of the acts enumerated above, including but not limited to:

- a. allegations of negligent hiring, placement or training of employees;
- b. improper or non-existent supervision of employees, patrons or guests;
- c. negligence in failing to protect customers, patrons or guests;
- d. error or omissions relating to any of the above mentioned acts.

In addition, this exclusion applies regardless of whether the acts enumerated above were committed intentionally, negligently, inadvertently, or with the belief, erroneous or otherwise, that the other party consented and had the legal and mental capacity to consent thereto.

This exclusion applies regardless of whether or not the insured, their "employees", any person acting on behalf of insured, customers, patrons or guests, are actually charged with or convicted of a crime.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

A. CAP ON CERTIFIED TERRORISM LOSSES

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN BUSINESSOWNERS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

Businessowners Liability Coverage Form

A. Paragraph 1.a. of Business Liability is replaced by the following:

1. Business Liability

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages, for which there is coverage under this policy. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D.-LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under
**COVERAGE EXTENSION-
SUPPLEMENTARY PAYMENTS.**





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LIMITATION OF COVERAGE TO DESIGNATED PREMISES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

Schedule No.

Premises: "All Locations as shown on the Declarations"

The following is added to the Businessowners Liability Coverage Form:

This insurance applies only to "bodily injury," "property damage," "personal injury," "advertising injury" and medical expenses arising out of:

1. Operations necessary or incidental to a premises owned by or rented to the named Insured which is shown on the schedule of insurance.

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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EMPLOYMENT – RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

The following exclusion is added to Section B. EXCLUSIONS of the Businessowners Liability Coverage Form:

This insurance does not apply to "bodily injury" or "personal injury" arising out of any:

- a. Refusal to employ;
- b. Termination of employment;
- c. Coercion, demotion, evaluation, reassignment, dis-

cipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or

- d. Consequential "bodily injury" or "personal injury" as a result of a. through c. above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS STANDARD AND SPECIAL PROPERTY COVERAGE FORMS including any attached endorsement that may provide specialized coverage on computers.

The following exclusion is added to Paragraph B., **Exclusions** in the Businessowners Standard and Special Property Coverage Forms:

1. We will not pay for loss or damage, caused by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
 - a. The failure, malfunction or inadequacy of:
 - (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors or other Electronic Data Processing Equipment as may be described elsewhere in this policy.
 - (b) Computer application software or other Electronic Media and Records as may be described elsewhere in this policy;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; or
 - (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.a.(1) of this endorsement; due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
2. If excluded loss or damage, as described in Paragraph 1.a. of this endorsement results in:
 - a. A "Specified Cause of Loss" under the Businessowners Special Property Coverage Form; or
 - b. A Covered Cause of Loss under the Businessowners Standard Property Coverage Form;we will pay only for the loss or damage caused by such "Specified Cause of Loss" or Covered Cause of Loss.
3. We will not pay for repair, replacement or modification of any items in 1.a.(1) or 1.a.(2) of this endorsement to correct any deficiencies or change any features.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION – SILICA OR SILICA-RELATED DUST**

This endorsement modifies insurance provided under the following:

BUSINESSOWNER LIABILITY COVERAGE FORM BP 00 06 06 89

- A.** The following exclusion is added to Paragraph **B. Exclusions**:

B. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B.** The following definitions are added to Paragraph **F. Liability And Medical Expenses Definitions**:

1. "Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

A. The following is added to Paragraph A.4. Additional Coverages, under Section I of the Businessowners Standard Property Coverage Form and A.5. of Additional Coverages, under Section I of the Businessowners Special Property Coverage Form:

1. We will pay for direct loss of or damage to Fine Arts, whether owned by:
 - a. You; or
 - b. Others, and in your care, custody or control.
2. Fine arts are described as paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marble, bronzes, antique silver, manuscripts, porcelains, rare glass and similar property of rarity, historical value or artistic merit.
3. The most we will pay for loss in any one occurrence under this Additional Coverage is \$10,000. In the absence of an appraisal, there is a maximum per item limit of \$500. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.

4. The value of fine arts will be the least of the following amounts:

- a. The actual cash value of that property at the time of loss;
- b. The cost of reasonably restoring that property to its condition immediately before loss; or
- c. The cost of replacing that property with substantially identical property.

5. In the event of loss, the value of property will be determined as of the time of loss.

B. The following are added to Paragraph E. Property Loss Conditions under Section I - Property:

1. In case of loss to any part of a pair or set we will:
 - a. Repair or replace any part to restore the pair or set to its value before the loss; or
 - b. Pay the difference between the value of the pair or set before and after the loss.
2. You must arrange for fine arts to be packed and unpacked by competent packers.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - SINKHOLE LOSS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

A. SINKHOLE LOSS COVERAGE

The following is added to the **BUSINESSOWNERS STANDARD and the BUSINESSOWNERS SPECIAL COVERAGE POLICY FORMS** as a Covered Cause of Loss.

However, as a covered cause of loss, the following does not apply to the **Additional Coverage -- Collapse**:

"Sinkhole Loss" meaning "structural damage" to the covered building, including the foundation, is caused by "sinkhole activity."

Coverage for "Sinkhole Loss" includes stabilization of the covered building (including land stabilization) and repair to the foundation provided such work is in accordance with the requirements of Florida Statutes and in accordance with the recommendation of a "professional engineer" and in consultation with you. The "professional engineer" must be selected or approved by us.

B. Exclusions:

The following amend **Exclusions**:

"Sinkhole Loss" does not include:

1. Sinking or collapse of land into man-made underground cavities; or
2. Earthquake.

Under the Earth Movement exclusion, reference to earth sinking does not apply to Sinkhole Loss.

C. Property Loss Conditions

1. The following is added:
 - a. The Neutral Evaluation Program is available to either party if a sinkhole report has been issued.
 - b. Provided that you have complied with the requirement in Paragraph C.2, "Duties In The Event of Loss or Damage"

of this endorsement and following receipt by us of the sinkhole report or the denial of a claim for a "sinkhole loss," we shall notify you of your right to participate in the "neutral evaluation" program. We shall provide to you the consumer information pamphlet prepared by the Florida Office of Insurance Regulation (department) department as defined in Florida statutes.

c. "Neutral evaluation" is nonbinding, but mandatory if requested by either party. A request for "neutral evaluation" may be filed with the department by you or us on a form approved by the department. The request for "neutral evaluation" must state the reason for the request and must include an explanation of all the issues in dispute at the time of the request. Filing a request for "neutral evaluation" tolls the applicable time requirements for filing suit for 60 days following the conclusion of the "neutral evaluation" process or the time prescribed in s.95.11, whichever is later.

d. At a minimum, "neutral evaluation" must determine:

- (1) Causation;
- (2) All methods of stabilization and repair both above and below ground;
- (3) The costs for stabilization and all repairs;
- (4) The information necessary to carry out g.

e. "Neutral evaluation" shall be conducted as an informal process in which formal rules of evidence and procedure need not be observed. A party to "neutral evaluation" is not required to attend "neutral evaluation" if a representative of the party attends and has the authority to make a binding decision on behalf of the party. All parties shall participate in the evaluation in good faith. The "neutral evaluator" must be allowed reasonable access to the interior and exterior of insured structures to be evaluated or for which a claim has been made. Any reports initiated by the you, or an agent of the you, confirming a "sinkhole loss" or disputing another sinkhole report regarding insured structures must be provided to the "neutral evaluator" before the evaluator's physical inspection of the insured property.



We shall pay reasonable costs associated with the "neutral evaluation". However, if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the "neutral evaluation", that party must bear such costs.

f. Upon receipt of a request for "neutral evaluation", the department shall provide the parties a list of certified "neutral evaluators". The department shall allow the parties to submit requests to disqualify evaluators on the list for cause.

(1) The department shall disqualify "neutral evaluators" for cause based only on any of the following grounds:

(a) A familial relationship exists between the "neutral evaluator" and either party or a representative of either party within the third degree.

(b) The proposed "neutral evaluator" has, in a professional capacity, previously represented either party or a representative of either party, in the same or a substantially related matter.

(c) The proposed "neutral evaluator" has, in a professional capacity, represented another person in the same or a "substantially related matter" and that person's interests are materially adverse to the interests of the parties. The term "substantially related matter" means participation by the "neutral evaluator" on the same claim, property, or adjacent property.

(d) The proposed "neutral evaluator" has, within the preceding 5 years, worked as an employer or employee of any party to the case.

(2) The parties shall appoint a "neutral evaluator" from the department list and promptly inform the department. If the parties cannot agree to a "neutral evaluator" within 14 days, the department shall appoint a "neutral evaluator" from the list of certified "neutral evaluators." The department shall allow each party to disqualify two "neutral evaluators" without cause. Upon selection or appointment, the department shall promptly refer the request to the "neutral evaluator."

(3) Within 14 business days after the referral, the "neutral evaluator" shall notify you and us of the date, time, and place of the "neutral evaluation" conference. The conference may be held by telephone, if feasible and desirable. The "neutral evaluator" shall make reasonable efforts to hold the conference within 90 days after the receipt of the request by the department. Failure of the "neutral evaluator" to hold the conference within 90 days does not invalidate either party's right to "neutral evaluation" or to a "neutral evaluation" conference held outside this timeframe.

g. At the conclusion of the "neutral evaluation", the "neutral evaluator" shall prepare a report describing all matters that are the subject of the "neutral evaluation", including whether, stating that in his or her opinion, the "sinkhole loss" has been verified or eliminated within a reasonable degree of professional probability and, if verified, whether the "sinkhole activity" caused "structural damage" to the building, and if so, the need for and estimated costs of stabilizing the land and any covered structures or buildings and other appropriate remediation or necessary building structural repairs due to the "sinkhole loss." The evaluator's report shall be sent to all parties and to the department, within 14 days after completing the "neutral evaluation" conference.

h. The recommendation of the "neutral evaluator" is not binding on any party, and the parties retain access to the court. The "neutral evaluator's" written recommendation, oral testimony, and full report shall be admitted in any action, litigation, or proceeding relating to the claim or to the cause of action giving rise to the claim.

i. If the neutral evaluator verifies the existence of a sinkhole that caused structural damage and recommends the need for and estimates costs of stabilizing the land and any covered buildings and other appropriate remediation or building repairs which exceed the amount that the insurer has offered to pay the policyholder, the insurer is liable to the policyholder for up to \$2,500 in attorney's fees for the attorney's participation in the neutral evaluation process. For purposes of this subsection, the term "offer to pay" means a written offer signed by the insurer or its legal representative and delivered to the policyholder within 10 days after the insurer receives notice that a request for neutral evaluation has been made under this section.

- j. If we timely agree in writing to comply and timely comply with the recommendation of the "neutral evaluator", but you decline to resolve the matter in accordance with the recommendation of the "neutral evaluator" pursuant to this section:
- (1) We are not liable for extracontractual damages related to a claim for a "sinkhole loss" but only as related to the issues determined by the "neutral evaluation" process. This section does not affect or impair claims for extracontractual damages unrelated to the issues determined by the "neutral evaluation" process contained in this section; and
 - (2) Our actions are not a confession of judgment or admission of liability, and we are not liable for attorney's fees or other provisions of the insurance code unless you obtain a judgment that is more favorable than the recommendation of the "neutral evaluator."
- k. If we agree to comply with the "neutral evaluator's" report, payments shall be made in accordance with the terms and conditions of your policy.
2. The following is added to **Duties in the Event of Loss or Damage**:
- a. You or your representative, including any public adjuster engaged on your behalf, must give prompt notice to us or our agent. Any claim, including, but not limited to, initial, supplemental, and reopened claims under an insurance policy that provides sinkhole coverage is barred unless notice of the claim was given to us in accordance with the terms and conditions of the policy within 2 years after you knew or reasonably should have known about the "sinkhole loss."
3. The following replaces **Legal Action Against Us**:
- No action can be brought against us unless the policy provisions have been complied with and the action is started within 2 years after you knew or reasonably should have known about the "sinkhole loss." Filing a request for "neutral evaluation" tolls the applicable time requirements for filing suit for a period of 60 days following the conclusion of the "neutral evaluation" process or the time prescribed in s. 95.11, whichever is later.
4. The following replaces **Loss Payment**:
- a. In the event of loss or damage covered under this endorsement:
 - i. We will pay no more than the actual cash value, less the deductible, of the "sinkhole loss," not including underpinning or grouting or any other repair technique performed below the existing foundation of the building until you enter into a contract for the performance of building stabilization or foundation repairs in accordance with the recommendations set forth in our engineer's report.
 - ii. As a pre-condition to accepting payment for a "sinkhole loss," you must file a copy of any sinkhole report regarding the building, that was prepared on your behalf or request, with the county clerk of court. You shall bear the cost of filing and recording the report.
 - iii. If we deny the claim without performing testing, you may demand testing in writing within 60 days after the receipt of the denial.
 1. You shall pay 50 percent of the actual costs of the analysis and services provided or \$2,500, whichever is less.
 2. We shall reimburse you for the costs if our engineer or geologist provides written certification that there is a sinkhole loss.
 - iv. If the building suffers a "sinkhole loss," you must repair such damage or loss in accordance with our "professional engineer's" recommended repairs. However, if our "professional engineer" determines that the repair cannot be completed within policy limits, we will either:
 1. Pay to complete the repairs recommended by our "professional engineer"; or
 2. Tender the policy limits to you."
 - v. To prevent additional damage to the building, you must enter into a contract for the performance of building stabilization or foundation repairs within 90 days after we confirm coverage for the "sinkhole loss" and notify you of such confirmation. This time period is tolled if either party invokes the "neutral evaluation" process, and begins again 10 days after the conclusion of the "neutral evaluation" process.



- vi. After you enter into such contract for the performance of building stabilization and foundation repairs, we shall pay the amounts necessary to begin and perform such repairs as work progresses and as expenses are incurred. We may not require you to advance payment for such repairs.
 - vii. The stabilization and all other repairs to the building must be completed within 12 months after entering into the contract for repairs described above unless:
 - 1. There is mutual agreement between us and you;
 - 2. The claim is involved with the "neutral evaluation" process;
 - 3. The claim is in litigation; or
 - 4. The claim is under appraisal or mediation.
 - viii. We may at our option and with your lienholder's written approval, make payment directly to the persons selected by you to perform the land and building stabilization and foundation repairs;
 - ix. You may not accept any rebate from any person performing the required repairs. If you receive a rebate, coverage is void and you must refund the amount of the rebate to us.
 - x. If we obtain written certification that there is no sinkhole loss or that the cause of the damage was not "sinkhole activity," and if you have submitted a sinkhole claim without good faith, you shall reimburse us for 50 percent of the actual costs of the analyses and services provided but not more than 2,500 with respect to any claim.
 - xi. You are required to pay reimbursement under this subsection only if you requested the analysis and services provided and we, before ordering the analysis, inform you in writing of your potential liability for reimbursement and give you the opportunity to withdraw your claim.
- 2. "Neutral evaluator" means an engineer licensed under chapter 471 who has experience and expertise in the identification of "sinkhole activity" as well as other potential causes of "structural damage" or a professional geologist. The licensed engineer or professional geologist must have completed a course of study in alternative dispute resolution designed or approved by the department for use in the "neutral evaluation" process, must be determined by the department to be fair and impartial, and may not otherwise be ineligible for certification as provided under s.627.7074.
 - 3. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
 - 4. "Primary structural system" means an assemblage of primary structural members.
 - 5. "Professional engineer" means a person, as defined in s. 471.005 Florida Statutes, who has a bachelor's degree or higher in engineering. A professional engineer must also have experience and expertise in the identification of "sinkhole activity" as well as other potential causes of "structural damage."
 - 6. "Professional geologist" means a person, as defined in s. 492.102 Florida Statutes, who has a bachelor's degree or higher in geology or related earth science and expertise in the identification of "sinkhole activity" as well as other potential geologic causes of "structural damage."
 - 7. "Sinkhole" is defined as a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A sinkhole forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
 - 8. "Sinkhole Activity" means settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
 - 9. "Structural damage" means the covered building, regardless of the date of its construction, has experienced the following:

D. Property Definitions

The following are added to Property Definitions:

- 1. "Neutral evaluation" means the alternative dispute resolution provided in s. 627.7074 Florida Statutes.



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- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
 - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third of the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
 - c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems," being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - e. Damage occurring on or after October 15, 2005, that qualifies as substantial "structural damage" as defined in the Florida Building Code.
- E. Coverage for "sinkhole loss" under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere in this policy) and "sinkhole loss," only one Limit of Insurance will apply to such loss or damage.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA LOSS PAYMENT PROVISION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

A. The following is added to paragraph **E.6.d. (1)** of the **Loss Payment** Property Loss Condition of **BUSINESSOWNERS STANDARD AND THE BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORMS**:

(1) At replacement cost without deduction for depreciation, subject to the following:

(a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:

(i) The Limit of Insurance that applies to the lost or damaged property;

(ii) The cost to replace, on the same premises, the lost or damaged property with other property:

i. Of comparable material and quality; and

ii. Used for the same purpose; or

(iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

(b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:

(i) The actual cash value of the lost or damaged property; or

(ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

The following provisions are added:

A. The following exclusion is added to Paragraph B.1., Exclusions - Applicable To Business Liability Coverage:

r. Fungi or Bacteria

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

B. The following definition is added Paragraph F. Liability And Medical Expenses Definitions:

16. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.



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Exhibit A at Page 62

I



First Community Insurance Company

Policy Number

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LEAD CONTAMINATION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

GARAGE COVERAGE FORM

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage is excluded for "bodily injury," "property damage," "personal injury," "advertising injury," and medical expenses arising out of the actual, alleged or threatened ingestion, inhalation, absorption, contamination or exposure, in any way, to lead, lead-based products, or property containing lead, in any form.

We shall not defend or indemnify for any loss, cost, expense, demand, suit, or order, including any claims or suit by or on behalf of a government authority or agency relating to testing, monitoring, cleaning up, removing, containing, treating, detoxifying, abating or neutralizing, or in any way responding to, or assessing the effects of lead.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI OR BACTERIA COVERAGE (PROPERTY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

SCHEDULE*

Revised Limit \$ _____
Separate Premises Or Locations Option YES <input type="checkbox"/> NO <input type="checkbox"/>
If YES, describe the separate premises or locations:
Business Income/Extra Expense - Revised number of days _____
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. Fungi Or Bacteria Exclusions

- The following exclusion is added to Paragraph B.1. Exclusions:

(h) "Fungi", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria.

But if "fungi", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- When "fungi", wet or dry rot or bacteria result from fire or lightning; or
 - To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungi", Wet Rot, Dry Rot and Bacteria (contained in the Limited Fungi or Bacteria Coverage) if any, with respect to loss or damage by a cause of loss other than fire or lightning.
- Paragraph B.2.k.(2) of the Exclusions is replaced by the following:
 - Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

B. Limited Fungi Or Bacteria Coverage

- The following **Additional Coverage** is added to Paragraph A.5.

i. Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria

- The coverage described in Paragraphs B.1.i.(2) and B.1.i.(6) only applies when the "fungi", wet or dry rot or bacteria are the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
- We will pay for loss or damage by "fungi", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - Direct physical loss or damage to Covered Property caused by "fungi", wet or dry rot or bacteria, including the cost of removal of the "fungi", wet or dry rot or bacteria;

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- (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet or dry rot or bacteria; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet or dry rot or bacteria are present.
- (3) Unless a higher limit is selected in Schedule, the coverage described under this Limited Coverage is limited to \$15,000. If the Schedule indicates that the Separate Premises Or Locations Options applies, then the amount of coverage is made applicable to separate premises or locations as described in the Schedule. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet or dry rot or bacteria, we will not pay more than the total of \$15,000 unless a higher limit is selected in the Schedule even if the "fungi", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- (4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

C. Fungi Definition

1. The following definition is added to Paragraph H. Property Definitions:
5. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.



First Community Insurance Company

P.O. Box 15707

St. Petersburg, FL 33733

800-627-0000

Policy Number

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Risk Management Notice To The Policyholder

In compliance with Florida Statute 627.065(3), First Community Insurance Company has developed written Guidelines for Risk Management Plans.

Upon written request from the Policyholder to First Community Insurance Company, the Policyholder will receive a copy of the Guidelines.

The Purpose of Risk Management is to improve the quality of a risk and reduce losses. The net effect will benefit the Insured as well as the Insurer.

There is no cost for the Guidelines; however, if the Insured wishes training or counseling services to implement the Risk Management Plan, the cost will be borne by the Policyholder.

First Community Insurance Company





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

Premises Number	Building Number	Hurricane Deductible Clause - A., B., C., D., or E.
3	1	D

A. Paragraph E.3. Duties In The Event Of Loss or Damage Property Loss Condition is amended by the addition of the following:

1. A company public adjuster, independent adjuster, attorney, investigator, or other persons acting on our behalf, that needs access to you or your claimant or to the insured property that is the subject of a claim must provide at least 48 hours-notice to you or the claimant, your public adjuster, or legal representative before scheduling a meeting with you or an onsite inspection of the insured property. You may deny access to the property if the notice has not been provided. You may also waive the 48-hour notice requirement.
2. A public adjuster must ensure prompt notice of property loss claims submitted to us or through a public adjuster or on which a public adjuster represents the insured at the time the claim or notice of loss is submitted to us. The public adjuster must ensure that notice is given to us, the public adjuster's contract is provided to us, the property is available for inspection of the loss or damage by us, and we are given an opportunity to interview you directly about the loss and claim. We must also be allowed to obtain necessary information to investigate and respond to the claim.
3. We may not exclude the public adjuster from in-person meetings with you. We shall meet or communicate with the public adjuster in an effort to reach agreement as to the scope of the covered loss under the insurance policy. This section does not impair the terms and conditions of the insurance policy in effect at the time the claim is filed.

4. A public adjuster may not restrict or prevent the company, a company employee adjuster, independent adjuster, attorney, investigator, or other person acting on our behalf from having reasonable access at reasonable times to you or to the insured property that is the subject of a claim.
5. A public adjuster may not act or fail to reasonably act in any manner that obstructs or prevents our adjuster from conducting a timely inspection of any part of the covered property for which there is a claim for loss or damage. The public adjuster representing you may be present for our inspection, but if the unavailability of the public adjuster otherwise delays our timely inspection of the property, you or the public adjuster must allow us access to the property without the participation or presence of you or the public adjuster in order to facilitate the prompt inspection of the loss or damage.
6. A licensed contractor or a subcontractor, may not adjust a claim on your behalf unless licensed and compliant as a public adjuster. However, the contractor may discuss or explain a bid for construction or repair of covered property with the property owner who has suffered loss or damage covered by this insurance policy, or the company, if the contractor is doing so for the usual and customary fees applicable to the work to be performed as stated in the contract between you and the contractor.





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7. A claim, supplemental claim, or reopened claim under an insurance policy that provides property insurance, for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim was given to us in accordance with the terms of the policy within 3 years after the hurricane first made landfall or the windstorm caused the covered damage.

a. For purposes of this section, the term "supplemental claim" or "reopened claim" means any additional claim for recovery from the insurer for losses from the same hurricane or windstorm which the insurer has previously adjusted pursuant to the initial claim.

b. This section does not affect any applicable limitation on civil actions provided in s. 95.11 for claims, supplemental claims, or reopened claims timely filed under this section.

B. Paragraph E.4.b. Legal Action Against Us Property Loss Condition of the BUSINESSOWNERS STANDARD and the BUSINESSOWNERS SPECIAL COVERAGE POLICY FORMS is replaced by the following:

b. Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

C. Paragraph E.6.g. Loss Payment Property Loss Condition of the BUSINESSOWNERS STANDARD and the BUSINESSOWNERS SPECIAL COVERAGE POLICY FORMS is replaced by the following:

g. Provided you have complied with all the terms of this Policy, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
- (2) Within 30 days after we receive the sworn proof of loss and:
 - (a) There is an entry of a final judgment; or
 - (b) There is a filing of an appraisal award with us; or
- (3) Within 90 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment.

If a portion of the claim is denied, then the 90 day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

(a) An initial, reopened or supplemental claim under a policy covering residential property;

(b) An initial, reopened or supplemental claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or

(c) An initial, reopened or supplemental claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

h. If the building suffers a catastrophic ground cover collapse loss, you must repair such damage or loss in accordance with our "professional engineer's" recommended repairs. However, if our "professional engineer" determines that the repair cannot be completed within policy limits, we will either:

1. Pay to complete the repairs recommended by our "professional engineer"; or
2. Tender the policy limits to you.

D. Paragraph A. 5. d. Collapse under Additional Coverages of the BUSINESSOWNERS SPECIAL COVERAGE POLICY FORM is replaced with the following:

d. Collapse

(1) With respect to buildings:

(a) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;

(b) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;



- (c) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building; and
 - (d) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (2) We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if the collapse is caused by one or more of the following:
- (a) The "specified causes of loss" or breakage of building glass, all only as insured against in this policy;
 - (b) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - (c) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - (d) Weight of people or personal property;
 - (e) Weight of rain that collects on a roof; or
 - (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (a) through (e), we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in Paragraphs (1) (a) through (1)(d) do not limit the coverage otherwise provided under this Additional Coverage for the causes of loss listed in Paragraphs (2)(a), (2)(d) and (2)(e).

- (3) With respect to the following property;

- (a) Outdoor radio or television antennas (including satellite dishes) and their lead in wiring, masts or towers;
- (b) Awnings, gutters and downspouts;
- (c) Yard fixtures;
- (d) Outdoor swimming pools;
- (e) Fences;
- (f) Piers, wharves and docks;
- (g) Beach or diving platforms or appurtenances;
- (h) Retaining walls; and
- (i) Walks, roadways and other paved surfaces;

if the collapse is caused by a cause of loss listed in Paragraphs (2)(b) through (2)(f), we will pay or loss or damage to that property only if such loss or damage is a direct result of the collapse of a building insured under this policy and the property is Covered Property under this policy.

- (4) If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - (a) The collapse was caused by a cause of loss listed in Paragraphs (2) (a) through (2) (f) of this Additional Coverage;
 - (b) The personal property which collapses is inside a building; and
 - (c) The property which collapses is not of a kind listed in Paragraph (3) above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph (4) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- (5) This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this policy.



E. Catastrophic Ground Cover Collapse

The following is added to the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE POLICY FORMS** as a Covered Cause of Loss:

We will pay for direct physical loss or damage to the building caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

- (a) The abrupt collapse of the ground cover;
- (b) A depression in the ground cover clearly visible to the naked eye;
- (c) "Structural damage" to the covered building, including the foundation; and
- (d) The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The Earth Movement exclusion does not apply to catastrophic ground cover collapse.

F. Sinkhole Collapse

Throughout the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE POLICY FORMS** the Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement exclusion. Throughout the policy references to Sinkhole Collapse mean "Sinkhole Loss."

Further, these policies do not insure against "Sinkhole Loss" as defined in Florida law unless an endorsement for "Sinkhole Loss" is made part of this policy.

G. If windstorm is a Covered Cause of Loss and Covered Property is located in:

- a. Monroe County; or
- b. East of the west bank of the Intra-Coastal Waterway in
 - (1) Broward County;
 - (2) Dade County;
 - (3) Indian River County;
 - (4) Martin County;
 - (5) Palm Beach County; or
 - (6) St. Lucie County;

The following applies to the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE POLICY FORMS**:

- c. If loss or damage to Covered Property is caused by or results from Windstorm, the following exclusion applies:

WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION

We will not pay for loss or damage caused by windstorm to:

- (1) Paint; or
- (2) Waterproofing material;

applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- (1) The amount of the Windstorm or Hail Deductible; or
- (2) The value of Covered Property.

H. Hurricane Windstorm or Hail Deductible

If Windstorm or Hail is a Covered Cause of Loss, the Hurricane Deductible, as shown in the Schedule, applies to loss or damage caused by the peril of windstorm or hail to Covered Property caused directly or indirectly by Hurricane. If loss or damage from a covered weather condition other than Hurricane occurs, and that loss or damage would have occurred but for the Hurricane, such loss or damage shall be considered to be caused by Hurricane and therefore part of the Hurricane occurrence.

I. Hurricane Deductible

- 1. A Hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
- 2. A Hurricane Occurrence:
 - a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and



- b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Weather Service.

J. Hurricane Deductible Clause - replaces sub Paragraph 1. of Section **D. Deductibles**

- 1. Deductible Clause A - 1% Deductible;
 - a. 1% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$500.

- 2. Deductible Clause B - 2% Deductible;
 - a. 2% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$1,000.

- 3. Deductible Clause C - 3% Deductible;
 - a. 3% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$1,500

- 4. Deductible Clause D - 5% Deductible;
 - a. 5% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$2,500.

- 5. Deductible Clause E - 10% Deductible;
 - a. 10% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$5,000.

Hurricane Windstorm or Hail Deductible is calculated separately for, and applies separately to:

- a. Each building, if two or more buildings sustain loss or damage;
- b. The building and to personal property in that building, if both sustain loss or damage;
- c. Personal property at each building, if personal property at two or more buildings sustains loss or damage;
- d. Personal property in the open;

- e. All screening and supports except window and door screens.

We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.

When property is covered under the Coverage Extension for Newly Acquired or Constructed Property:

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Schedule for any described premises.

K. Calculation of the Deductible

In determining the amount, if any, that we will pay for loss or damage, we will deduct any amount equal to 1%, 2%, 3%, 5% or 10% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

EXAMPLE - Application of the Deductible

The amounts of loss to the damage property are \$60,000 (building) and \$40,000 (personal property in building).

The value of the damage building at the time of the loss is \$100,000. The value of the personal property in that building is \$80,000.

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property.

The Deductible is 2%

Building

Step (1): \$80,000 X 2% = \$1,600
Step (2): \$60,000 - \$1,600 = \$58,400

Personal Property

Step (1): \$64,000 X 2% = \$1,280
Step (2): \$40,000 - \$1,280 = \$38,720



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The most we will pay is \$97,120. That portion of the total loss not covered due to application of the Deductible is \$2,880.

L. HURRICANE OR WINDSTORM OR HAIL DEDUCTIBLE

Hurricane Windstorm or Hail Deductible provisions described in G., H., I. and J. above are not applicable to residential properties.

M. Paragraph A.2. Cancellation in the COMMON POLICY CONDITIONS is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

- a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

- (a) A material misstatement or misrepresentation; or
- (b) A failure to comply with underwriting requirements established by the insurer.

- b. We may not cancel:

- (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (2) On the basis of filing of claims for "sinkhole loss." However, we may cancel this policy if:
 - (a) The total of such claim payments for this policy are equal to or exceeds the current policy limits of coverage for the policy in effect on the date of the loss,

for property damage to the building, as set forth on the declaration page; " or

- (b) You have failed to repair the building in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

- (3) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

N. Paragraph A.5. Cancellation in the COMMON POLICY CONDITIONS is replaced by the following:

5. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

O. The following is added to Paragraph A. Cancellation in the COMMON POLICY CONDITIONS:

7. Cancellation For Policies In Effect For More Than 90 Days

- a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;



- (2) The policy was obtained by a material misstatement;
 - (3) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the policy;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (7) On the basis of filing of claims for "sinkhole loss," if:
 - (a) The total of such payments for this policy are equal to or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the building; or
 - (b) You have failed to repair the building in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - (8) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the First Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs a.(2) through a.(8) above; and
 - (b) This policy does not cover a residential structure or its contents; or
 - (3) 120 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs a.(2) through a.(8) above; and
 - (b) This policy covers a residential structure or its contents.
 - (c) After a policy or contract has been in effect for more than 90 days, the insurer may not cancel or terminate the policy or contract based on credit information available in public records.
- P. The following Paragraphs are added to the **BUSINESSOWNERS COMMON POLICY CONDITIONS:**
- L. Nonrenewal**
- 1. If we decide not to renew this policy we will mail or deliver to the First Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents; or
 - b. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.
 - 2. Any notice of nonrenewal will be mailed or delivered to the First Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - b. On the basis of filing of claims for "sinkhole loss.". However, we may refuse to renew this policy if:



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- (1) The total of such payments for this policy are equal to or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the covered building; or
- (2) You have failed to repair the building in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- (3) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

Q. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss - Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
 - a. Except as provided in Paragraph Q.1.b., we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
 - b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents, for any of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Material misstatement or fraud related to the claim;

(3) We determine that you have unreasonably caused a delay in the repair of the structure; or

(4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph b.(2), b.(3) or b.(4), we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph Q.2., a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

R. The following are added to the Property Definitions:

1. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
2. "Primary structural system" means an assemblage of primary structural members.
3. "Professional engineer" means a person, as defined in s. 471.005, who has a bachelor's degree or higher in engineering. A professional engineer must also have experience and expertise in the identification of "sinkhole activity" as well as other potential causes of "structural damage."



4. "Professional geologist" means a person, as defined in s. 492.102, who has a bachelor's degree or higher in geology or related earth science and expertise in the identification of "sinkhole activity" as well as other potential geologic causes of "structural damage."
5. "Sinkhole" is defined as a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A sinkhole forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
6. "Sinkhole Activity" means settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
7. "Sinkhole Loss" means "structural damage" to the covered building, including the foundation, is caused by "sinkhole activity."
8. "Structural damage" means the building, regardless of the date of its construction, has experienced the following:
 - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
 - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third of the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
 - c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems," being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.



First Community Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PROTECTIVE SAFEGUARDS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

SCHEDULE

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable	Description Of "P-9" If Applicable:
3	1	P-1 P-9	Single Cylinder Dead Bolt Lock

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This insurance will be automatically suspended at the involved location if you fail to notify us immediately when you:

1. Know of any suspension or impairment in the protective safeguards; or
2. Fail to maintain the protective safeguards over which you have control in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

B. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;

(2) Ducts, pipes, valves and fittings;

(3) Tanks, their component parts and supports; and

(4) Pumps and private fire protection mains.

b. When supplied from an automatic fire protective system:

(1) Non-automatic fire protective systems; and

(2) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

a. Connected to a central station; or

b. Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

"P-4" Service Contract, with a privately owned fire department providing fire protection service to the described premises.



"P-9" The protective system described in the
Schedule.





First Community Insurance Company

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BURGLARY AND ROBBERY PROTECTIVE SYSTEMS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS POLICY

Schedule *	Prem. No.	Bldg. No.	Protective Systems (Symbols Applicable)
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3

1

II

Describe any other protective System:

1. The following is added to the PROPERTY GENERAL CONDITIONS section of the **BUSINESSOWNERS PROPERTY COVERAGE FORM**:

BURGLARY AND ROBBERY PROTECTIVE SYSTEMS

- a. As a condition of Burglary or Theft coverage, you are required to maintain the protective systems listed in the Schedule above or a protective system of a higher symbol.
- b. **Explanation of Symbols.** The protective systems to which this form applies are identified in the Schedule by symbols. If any change in the system is made, report the change to us immediately.

The symbol groups represent:

(1) Protective System Symbol II

- (a) Front, side and rear doors protected by double cylinder dead bolt locks. (Lock keyed on both sides); or
- (b) Front, side and rear doors protected by single cylinder dead bolt locks. (Lock keyed on the exterior side) only when the door contains no windows or glass panes or openings and contain no windows, glass panes or openings within six feet of the door frame on either side of the door .

(2) Protective System Symbol III

Local burglar alarm.

(3) Protective System Symbol IV

- (a) Central station alarm - Installation 3. Class Installation 3 means provides protection to all accessible windows, doors, transoms, skylights, and other openings leading from the premises; or
- (b) Protection providing contacts only, all movable accessible openings leading from the premises and providing one or more invisible rays or channels of radiation, with overall length of rays equivalent to the longest dimensions of the enclosed area so as to detect the movement of a person.



(4) Protective System Symbol V

- (a) Central station alarm- Installation 2. Class Installation 2 means provides protection to all accessible windows, doors, transoms, skylights, and other openings leading from the premises and with contacts only, all inaccessible windows; and all ceilings and floors not constructed of concrete, and all halls, party and partition walls enclosing the premises, or;
- (b) Protection providing contacts only, all movable openings leading from the premises and providing invisible radiation to all sections of the enclosed area so as to detect the movement of a person.

(5) Protective System Symbol VI

UL approved central station alarm- Class Installation 1. Class 1 Installation provides protection to all windows, doors, transoms, skylights, and other openings leading from the premises, ceilings, floor, halls, party partition and building walls enclosing the premises except building walls which are exposed to the street or public highway and above two stories in height.

(6) Protective System Symbol VII

- (a) At least one guard/watchperson on duty within the premises or at its door while regularly open or closed for business. Guard/Watchperson must make at least hourly rounds and signals at least hourly to a central station outside the premises or to a police station having a police officer on duty at all times; or
- (b) Burglar bars on all windows, doors and other openings leading from the premises that are exposed to the street or public highway.

2. The following is added to the EXCLUSIONS section of the **BUSINESSOWNERS PROPERTY COVERAGE FORM:**

BURGLARY AND ROBBERY PROTECTION SYSTEMS

We will not pay for loss or damage caused by or resulting from theft or burglary if prior to the theft or burglary you:

- a. Knew of any suspension or impairment in any protective system listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective system listed in the Schedule above, and over which you had control, in complete working order.

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.





First Community Insurance Company

Policy Number

Date

09 0005801949 2 05

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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VALUABLE PAPERS AND RECORDS; ELECTRONIC MEDIA AND RECORDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

COVERED PROPERTY	SCHEDULE			
	Prem. No.	Bldg. No.	Additional Premium	Limit of Insurance
(a) Valuable Papers and Records (other than electronic media and records)	3	1	N/A	\$ 25,000
(b) Electronic Media and Records	3	1	N/A	\$10,000

The coverage provided by this endorsement is subject to the provisions applicable to the Businessowners Property Coverage Form of this policy including the deductible, except as provided below.

A. COVERAGE

This section is replaced by the following:

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY**a. Valuable Papers and Records**

If additional premium is shown in the Declarations or in the Schedule for Valuable Papers and Records, Covered Property, as used in this endorsement, means the following type of property that is your property or property of others in your care, custody or control:

Valuable papers and records, meaning inscribed, printed or written:

- (1) Documents;
- (2) Manuscripts; and
- (3) Records;

including: abstracts, books, deeds, drawings, films, maps or mortgages.

But valuable papers and records does not mean:

- (4) "Money" or "Securities";

- (5) Converted Data;

- (6) Programs or instructions used in your data processing operations, including the materials on which the data is recorded.

b. Electronic Media and Records

If additional premium is shown in the Declarations or in the Schedule for Electronic Media and Records, Covered Property, as used in this endorsement, means the following type of property that is your property or property of others in your care, custody or control:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; and
- (3) Programming records used for electronic data processing or electronically controlled equipment.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Property held as samples or for delivery after sale;



- b. Property in storage away from the premises shown in the Declarations or in the Schedule; or
- c. Contraband or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to Covered Property except those causes of loss listed in the Exclusions.

4. ADDITIONAL COVERAGE – COLLAPSE:

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- 1. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; breakage of building glass; all only as insured against in this policy.
 - a. Falling objects does not include loss or damage to:
 - (1) Property in the open; or
 - (2) Property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - b. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
- 2. Hidden decay;
- 3. Hidden insect or vermin damage;
- 4. Weight of people or personal property;
- 5. Weight of rain that collects on a roof;
- 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

5. COVERAGE EXTENSION

Removal

If you give us written notice within 10 days of removal of Covered Property because of imminent danger of loss or damage, we will pay for loss or damage while it is:

- a. At a safe place away from the described premises; or
- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limits of Insurance applicable to the premises from which the Covered Property is removed.

- 6. The VALUABLE PAPERS AND RECORDS Coverage Extension in the Businessowners Property Coverage Form does not apply at any premises where this endorsement applies.

- 7. The PERSONAL PROPERTY OFF PREMISES Coverage Extension in the Businessowners Property Coverage Form does not apply to Covered Property.

B. EXCLUSIONS

- 1. Section B., Exclusions of the Businessowners Property Coverage Form, does not apply to this coverage, except for:

- a. Paragraph B.1.c., Governmental Action;
- b. Paragraph B.1.d., Nuclear Hazard; and
- c. Paragraph B.1.f., War and Military Action.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Dishonest acts by you, anyone else with an interest in the property, or your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

- b. Errors or omissions in processing or copying. But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.

- c. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct loss or damage caused by lightning.

- d. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- e. Unauthorized instructions to transfer property to any person or to any place.

- f. Data processing media failure or breakdown or malfunction of the data processing system, including equipment and parts, while the media is being run through the system.



of part or all of any property on or off the described premises.

- ### C. LIMIT OF INSURANCE

The most we will pay for loss or damage to Covered Property in any one occurrence is the applicable Limit of Insurance shown in the Schedule or in the Declarations.

1. \$2500; or
2. 25% of the valuable papers and records limit;

whichever is less.

D. PROPERTY LOSS CONDITIONS

E. ADDITIONAL DEFINITIONS

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First Community Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE

Designation of Premises (Part Leased to You):

9776 BONITA BEACH RD SE STE 202A BONITA SPRINGS FL 34135

Name of Person Or Organization (Additional Insured):

ROSE GUAITOLI, GUISEPPE GUAITOLI

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to Paragraph C. WHO IS AN INSURED in the Businessowners Liability Coverage Form:

4. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

B. The following exclusions are added:

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.
2. Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Schedule.





First Community Insurance Company

Policy Number:

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THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**DISCLOSURE PURSUANT TO
TERRORISM RISK INSURANCE ACT**

SCHEDULE

SCHEDULE - PART I

Terrorism Premium (Certified Acts) \$.00

Additional information, if any, concerning the terrorism premium:

SCHEDULE - PART II

Federal share of terrorism losses **82%** **Year: 2018**
(Refer to Paragraph B. in this endorsement.)

Federal share of terrorism losses **82%** **Year: 2018**
(Refer to Paragraph B. in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention.



However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Exhibit B

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-51

(Establishes COVID-19 Response Protocol and Directs Public Health Emergency)

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy and South Korea, the Centers for Disease Control and Prevention ("CDC") has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, in response to the recent COVID-19 outbreak in Japan, the CDC has advised older travelers and those with chronic medical conditions to avoid nonessential travel and all travelers to exercise enhanced precautions; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, use of alcohol-based hand sanitizers with 60%-95%

alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, two individuals in the State of Florida tested presumptively positive for COVID-19, including a resident of Manatee County and a resident of Hillsborough County; and

WHEREAS, the CDC currently recommends mitigation measures in communities with COVID-19 cases, including staying at home when sick, keeping away from others who are sick and staying at home when a household member is sick with respiratory disease symptoms or if instructed to do so by public health officials or a health care provider; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I direct the State Health Officer and Surgeon General, Dr. Scott Rivkees, to declare a public health emergency in the State of Florida, pursuant to his authority in section 381.00315, Florida Statutes. The State Health Officer is authorized and directed to use his judgment as to the duration of this public health emergency.

Section 2. In accordance with section 381.0011(7), Florida Statutes, I direct the State Health Officer to take any action necessary to protect the public health.

Section 3. I direct the State Health Officer to follow the guidelines established by the CDC in establishing protocols to control the spread of COVID-19 and educate the public on prevention.

Section 4. In accordance with section 381.0011(7), Florida Statutes, I designate the Florida Department of Health as the lead state agency to coordinate emergency response activities among the various state agencies and local governments. The State Health Officer, or his designee, shall advise the Executive Office of the Governor on the implementation of these emergency response activities.

Section 5. All actions taken by the State Health Officer with respect to this emergency before the issuance of this Executive Order are ratified.

Section 6. The Florida Department of Health will actively monitor, at a minimum, all persons meeting the definition of a Person Under Investigation (“PUI”) as defined by the CDC for COVID-19 for a period of at least 14 days or until the PUI tests negative for COVID-19. Active monitoring by the Florida Department of Health will include at least the following:

- A. Risk assessment within 24 hours of learning an individual meets the criteria for a PUI.
- B. Twice-daily temperature checks.

Section 7. The Florida Department of Health, pursuant to its authority in section 381.00315, Florida Statutes, will ensure that all individuals meeting the CDC’s definition of a PUI are isolated or quarantined for a period of 14 days or until the person tests negative for COVID-19.

Section 8. I hereby direct the Florida Department of Health to make its own determinations as to quarantine, isolation and other necessary public health interventions as permitted under Florida law.

Section 9. I direct all agencies under the direction of the Governor to fully cooperate with the Florida Department of Health, and any representative thereof in furtherance of this Order.

Agencies not under the direction of the Governor are requested to provide such assistance as is required.

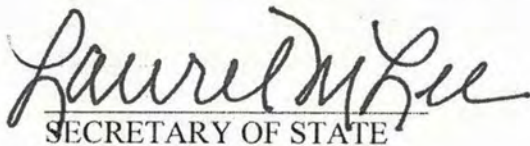


IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 1st day of March, 2020.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED

2020 MAR - 1 PM 9:31

TALLAHASSEE, FLORIDA

Exhibit C

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-72

(Emergency Management – COVID-19 – Non-essential Elective Medical Procedures)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms of cough, fever, and shortness of breath; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 18, 2020, President Donald J. Trump and the Centers for Medicare and Medicaid Services recommended providers limit all “non-essential” elective medical and surgical procedures, including dental procedures; and

WHEREAS, due to the outbreak of COVID-19, the State Surgeon General and the Secretary for the Agency of Health Care Administration have recommended, due to the current conditions caused by COVID-19 in this state, that appropriate measures must be taken to conserve all medical supplies, including personal protective equipment, to only that which is necessary to be used in response to this emergency or for any other medical event of urgent or emergent nature; and

WHEREAS, due to the outbreak of COVID-19, it is necessary to preserve essential resources for use by health care professionals and others responding to this emergency, including personal protective equipment, that may be used by physicians, dentists, and other health care provider practices; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, and based on recommendations from the Department of Health and the Agency for Health Care Administration by reason of conditions arising from this emergency, I hereby employ the following measures and direct as follows:

Pursuant to section 252.36(7), Florida Statutes,

A. All hospitals, ambulatory surgical centers, office surgery centers, dental, orthodontic and endodontic offices, and other health care practitioners' offices in the State of Florida are prohibited from providing any medically unnecessary, non-urgent or non-emergency procedure or surgery which, if delayed, does not place a patient's immediate health, safety, or well-being at risk, or will, if delayed, not contribute to the worsening of a serious or life-threatening medical condition. Accordingly, all health care practitioners licensed in the State of Florida, including dentists, shall immediately cease performing these elective services.

B. As articulated in the Centers for Medicare and Medicaid Services recommendation, examples of procedures to delay may include, but are not limited to, some endoscopy, most cataract and lens surgeries, non-urgent spine and orthopedic procedures, and cosmetic procedures.

C. As articulated in the Centers for Medicare and Medicaid Services recommendation, permissible procedures include, but may not be limited to, removal of a cancerous tumors, transplants, limb-threatening vascular surgeries, trauma-related procedures, and dental care related to the relief of pain and management of infection.

Section 2. The Agency for Health Care Administration and the Department of Health shall utilize their authority under Florida law to further implement and enforce the provisions of this Executive Order and shall take additional measures as necessary to protect the public health, safety and welfare.

Section 3. This Executive Order shall expire upon the expiration of Executive Order 20-52, including any extensions.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020.


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

2020 MAR 20 PM 3:53

Exhibit D

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-91

(Essential Services and Activities During COVID-19 Emergency)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention ("CDC") issued the "15 Days to Slow the Spread" guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and in states with evidence of community spread, recommending restrictions to certain establishments conducive to mass gatherings and congregations; and

WHEREAS, on March 29, 2020, the President extended such guidance to be in effect until April 30, 2020; and

WHEREAS, on March 31, 2020, the President updated the guidance, renaming it "30 Days to Slow the Spread", and along with the White House Coronavirus Task Force urged Americans to continue to adhere to the guidelines and expand community mitigation efforts; and

WHEREAS, the majority of individuals in Florida that have tested positive for COVID-19 have been concentrated in its southeastern counties and other urban cores; and

WHEREAS, positive cases of COVID-19 have continued to rise in other states in close proximity to Florida, resulting in increased risk to counties in northern Florida; and

WHEREAS, many thousands of people fled the New York City region to Florida following New York State issuing a “shelter-in-place” order, thereby jeopardizing the health and safety of Floridians; and

WHEREAS, on March 23, 2020, I issued Executive Order 20-80, requiring all individuals that fly into Florida from states with substantial community spread to self-isolate in Florida for 14 days or the duration of their trip, whichever is shorter; and

WHEREAS, on March 27, 2020, I issued Executive Order 20-86, requiring all individuals that drive into Florida from states with substantial community spread to self-isolate in Florida for 14 days or the duration of their trip, whichever is shorter; and

WHEREAS, persistent interstate travel continues to pose a risk to the entire state of Florida; and

WHEREAS, on March 24, 2020, I issued Executive Order 20-83, directing the State Surgeon General and State Health Officer to issue a public health advisory urging the public to avoid all social or recreational gatherings of 10 or more people and urging those who can work remotely to do so; and

WHEREAS, it is necessary and appropriate to take action to ensure that the spread of COVID-19 is slowed, and that residents and visitors in Florida remain safe and secure.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution Chapter

252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Safer At Home

A. Senior citizens and individuals with a significant underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immunocompromised status, cancer, diabetes, severe obesity, renal failure and liver disease) shall stay at home and take all measures to limit the risk of exposure to COVID-19.

B. In concert with the efforts of President Trump and the White House Coronavirus Task Force to fight COVID-19, and based on guidance provided by Florida Surgeon General and State Health Officer, Dr. Scott Rivkees, all persons in Florida shall limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities.

Section 2. Essential Services

A. For purposes of this Order and the conduct it limits, “essential services” means and encompasses the list detailed by the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, v. 2 (March 28, 2020) (attached) and any subsequent lists published.

B. Essential services also include those businesses and activities designated by Executive Order 20-89 and its attachment which consists of a list propounded by Miami-Dade County in multiple orders.

C. Other essential services may be added under this Order with the approval of the State Coordinating Officer, in close coordination with the State Health Officer. The State Coordinating Officer shall maintain an online list of essential services, as specified in this Order along with any approved additions. The online list shall be available on the Division of

Emergency Management's website at www.floridadisaster.org and the Florida Department of Health's website at www.floridahealth.gov.

D. Nothing in this order prohibits individuals from working from home; indeed, this Order encourages individuals to work from home.

E. All businesses or organizations are encouraged to provide delivery, carry-out or curbside service outside of the business or organization, of orders placed online or via telephone, to the greatest extent practicable.

Section 3. Essential Activities

A. For purposes of this Order and the conduct it limits, "essential activities" means and encompasses the following:

- i. Attending religious services conducted in churches, synagogues and houses of worship; and
- ii. Participating in recreational activities (consistent with social distancing guidelines) such as walking, biking, hiking, fishing, hunting, running, or swimming; and
- iii. Taking care of pets; and
- iv. Caring for or otherwise assisting a loved one or friend.

B. Other essential activities may be added to this list with the approval of the State Coordinating Officer, in close coordination with the State Health Officer. The State Coordinating Officer shall maintain an online list of essential activities, as specified in this Order along with any approved additions.

C. A social gathering in a public space is not an essential activity. Local jurisdictions shall ensure that groups of people greater than ten are not permitted to congregate in any public space.

Section 4. Local Orders in Response to COVID-19

This Order shall supersede any conflicting official action or order issued by local officials in response to COVID-19 but only to the extent that such action or order allows essential services or essential activities prohibited by this Executive Order.

Section 5. Previous Executive Orders

This Executive Order does not supersede any Executive Order related to COVID-19.

Section 6. Effective Date and Expiration Date

This Order is effective 12:01 am on April 3, 2020. This Order shall expire on April 30, 2020 unless extended by subsequent order. Executive Order 20-68 (bars, restaurants) and Executive Order 20-71 (alcohol sales, restaurants) shall remain in effect through the duration of Executive Order 20-52, including any extensions.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 1st day of April, 2020


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE



March 28, 2020

**ADVISORY MEMORANDUM ON IDENTIFICATION OF ESSENTIAL CRITICAL
INFRASTRUCTURE WORKERS DURING COVID-19 RESPONSE**

FROM: Christopher C. Krebs
Director
Cybersecurity and Infrastructure Security Agency (CISA)

As the Nation comes together to slow the spread of COVID-19, on March 16th the President issued updated Coronavirus Guidance for America that highlighted the importance of the critical infrastructure workforce.

The Cybersecurity and Infrastructure Security Agency (CISA) executes the Secretary of Homeland Security's authorities to secure critical infrastructure. Consistent with these authorities, CISA has developed, in collaboration with other federal agencies, State and local governments, and the private sector, an "Essential Critical Infrastructure Workforce" advisory list. This list is intended to help State, local, tribal and territorial officials as they work to protect their communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security. Decisions informed by this list should also take into consideration additional public health considerations based on the specific COVID-19-related concerns of particular jurisdictions.

This list is advisory in nature. It is not, nor should it be considered, a federal directive or standard. Additionally, this advisory list is not intended to be the exclusive list of critical infrastructure sectors, workers, and functions that should continue during the COVID-19 response across all jurisdictions. Individual jurisdictions should add or subtract essential workforce categories based on their own requirements and discretion.

The advisory list identifies workers who conduct a range of operations and services that are typically essential to continued critical infrastructure viability, including staffing operations centers, maintaining and repairing critical infrastructure, operating call centers, working construction, and performing operational functions, among others. It also includes workers who support crucial supply chains and enable functions for critical infrastructure. The industries they support represent, but are not limited to, medical and healthcare, telecommunications, information technology systems, defense, food and agriculture, transportation and logistics, energy, water and wastewater, law enforcement,

and public works.

State, local, tribal, and territorial governments are responsible for implementing and executing response activities, including decisions about access and reentry, in their communities, while the Federal Government is in a supporting role. Officials should use their own judgment in issuing implementation directives and guidance. Similarly, while adhering to relevant public health guidance, critical infrastructure owners and operators are expected to use their own judgement on issues of the prioritization of business processes and workforce allocation to best ensure continuity of the essential goods and services they support. All decisions should appropriately balance public safety, the health and safety of the workforce, and the continued delivery of essential critical infrastructure services and functions. While this advisory list is meant to help public officials and employers identify essential work functions, it allows for the reality that some workers engaged in activity determined to be essential may be unable to perform those functions because of health-related concerns.

CISA will continue to work with our partners in the critical infrastructure community to update this advisory list if necessary as the Nation's response to COVID-19 evolves.

Should you have questions about this list, please contact CISA at CISA.CAT@cisa.dhs.gov.

Attachment: "Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response Version 2.0"



CISA
CYBER+INFRASTRUCTURE

DEFEND TODAY, SECURE TOMORROW



Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience In COVID-19 Response

Version 2.0 (March 28, 2020)

THE IMPORTANCE OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

Functioning critical infrastructure is imperative during the response to the COVID-19 emergency for both public health and safety as well as community well-being. Certain critical infrastructure industries have a special responsibility in these times to continue operations.

This advisory guidance and accompanying list are intended to support state, local, tribal, territorial and industry partners in identifying the critical infrastructure sectors and the essential workers needed to maintain the services and functions Americans depend on daily and that need to be able to operate resiliently during the COVID-19 pandemic response.

This document gives advisory guidance on defining essential critical infrastructure workers. Promoting the ability of such workers to continue to work during periods of community restriction, access management, social distancing, or closure orders/directives is crucial to community resilience and continuity of essential functions.

CISA will continually solicit and accept feedback on the list and will evolve the list in response to stakeholder feedback. We will also use our various stakeholder engagement mechanisms to work with partners on how they are using this list and share those lessons learned and best practices broadly. Feedback can be sent to CISA.CAT@CISA.DHS.GOV.

CONSIDERATIONS FOR GOVERNMENT AND BUSINESS

This list was developed in consultation with federal agency partners, industry experts, and State and local officials, and is based on several key principles:

1. Response efforts to the COVID-19 pandemic are locally executed, state managed, and federally supported.
2. Everyone should follow guidance from the CDC, as well as State and local government officials, regarding strategies to limit disease spread.
3. Workers should be encouraged to work remotely when possible and focus on core business activities. In-person, non-mandatory activities should be delayed until the resumption of normal operations.
4. When continuous remote work is not possible, businesses should enlist strategies to reduce the likelihood of spreading the disease. This includes, but is not necessarily limited to, separating staff by off-setting shift hours or days and/or social distancing. These steps can preserve the workforce and allow operations to continue.
5. All organizations should implement their business continuity and pandemic plans or put plans in place if they do not exist. Delaying implementation is not advised and puts at risk the viability of the business and the

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health and safety of the employees.

6. Reliance on technology and just-in-time supply chains means that certain workers must be able to access certain sites, facilities, and assets to ensure continuity of functions.
7. Government employees, such as emergency managers, and the business community need to establish and maintain lines of communication.
8. When government and businesses engage in discussions about essential critical infrastructure workers, they need to consider the implications of business operations beyond the jurisdiction where the asset or facility is located. Businesses can have sizeable economic and societal impacts as well as supply chain dependencies that are geographically distributed.
9. Whenever possible, jurisdictions should align access and movement control policies related to critical infrastructure workers to lower the burden of workers crossing jurisdictional boundaries.

IDENTIFYING ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

The following list of identified essential critical infrastructure workers is intended to be overly inclusive reflecting the diversity of industries across the United States.



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HEALTHCARE / PUBLIC HEALTH

- Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
- Healthcare providers and Caregivers including physicians, dentists, psychologists, mid-level practitioners, nurses and assistants, infection control and quality assurance personnel, pharmacists, physical and occupational therapists and assistants, social workers, optometrists, speech pathologists, chiropractors, and diagnostic and therapeutic technicians and technologists.
- Hospital and laboratory personnel (including accounting, administrative, admitting and discharge, engineering, epidemiological, source plasma and blood donation, food service, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians, respiratory therapists, etc.).
- Workers in other medical and biomedical facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Nursing Care Facilities, Organ Pharmacies, Procurement Organizations, Psychiatric Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical good and supplies).
- Manufacturer workers for health manufacturing (including biotechnology companies), materials and parts suppliers, logistics and warehouse operators, distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical gases, pharmaceuticals (including materials used in radioactive drugs), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, and tissue and paper towel products.
- Public health / community health workers, including those who compile, model, analyze and communicate public health information.
- Blood and plasma donors and the employees of the organizations that operate and manage related activities.
- Workers who manage health plans, billing, and health information, who cannot practically work remotely.
- Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information, who cannot practically work remotely.
- Workers performing information technology and cybersecurity functions at healthcare and public health facilities, who cannot practically work remotely.
- Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions, who cannot practically work remotely.
- Pharmacy employees necessary to maintain uninterrupted prescription filling.
- Workers performing mortuary funeral, cremation, burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers, and coffin makers.
- Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

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LAW ENFORCEMENT, PUBLIC SAFETY, AND OTHER FIRST RESPONDERS

- Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, and private security, to include public and private hazardous material responders, air medical service providers (pilots and supporting technicians), corrections, and search and rescue personnel.
- 911 call center employees and Public Safety Answering Points who can't perform their duties remotely.
- Fusion Center employees.
- Workers – including contracted vendors – who maintain, manufacture, or supply equipment and services supporting law enforcement emergency service and response operations (to include electronic security and life safety security personnel).
- Workers supporting the manufacturing of safety equipment and uniforms for law enforcement, public safety personnel, and first responder.
- Workers supporting the operation of firearm or ammunition product manufacturers, retailers, importers, distributors, and shooting ranges.
- Public agency workers responding to abuse and neglect of children, elders, and dependent adults.
- Workers who support weather disaster / natural hazard mitigation and prevention activities.
- Security staff to maintain building access control and physical security measures.

FOOD AND AGRICULTURE

- Workers supporting groceries, pharmacies, convenience stores, and other retail (including unattended and vending) that sells human food, animal/pet food and pet supply, and beverage products, including retail customer support service and information technology support staff necessary for online orders, pickup and delivery.
- Restaurant carry-out and quick serve food operations, including dark kitchen and food prep centers, and carry-out and delivery food employees.
- Food manufacturer employees and their supplier employees—to include those employed in food ingredient production and processing facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging.
- Farmers, farm workers, and agribusiness support services to include those employed in auction and sales: grain and oilseed handling, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport; farm and fishery labor needed to produce our food supply domestically and for export.
- Farmers, farm workers, support service workers, and their supplier employees to include those engaged in producing and harvesting field crops; commodity inspection; fuel ethanol facilities; biodiesel and renewable diesel facilities; storage facilities; and other agricultural inputs.
- Employees and firms supporting the distribution of food, feed, and beverage and ingredients used in these products, including warehouse workers, vendor- managed inventory controllers and blockchain managers.
- Workers supporting the sanitation and pest control of all food manufacturing processes and operations from wholesale to retail.
- Employees in cafeterias used to feed employees, particularly employee populations sheltered against COVID-19.
- Workers in animal diagnostic and food testing laboratories in private industries and in institutions of higher education.

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- Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.
- Employees of companies engaged in the production, storage, transport, and distribution of chemicals, medicines, vaccines, and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
- Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
- Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and materials, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal by-products, and deceased animals for disposal.
- Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products.
- Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary for agricultural production and distribution.

ENERGY

- Workers supporting the energy sector, regardless of the energy source (including but not limited to nuclear, fossil, hydroelectric, or renewable), segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, and physical and cyber security of the energy system.
- Energy/commodity trading/scheduling/marketing functions, who can't perform their duties remotely.
- IT and OT technology for essential energy sector operations including support workers, customer service operations; energy management systems, control systems, and Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
- Workers supporting the energy sector through renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, ocean, geothermal, and/or hydroelectric), including those supporting construction, manufacturing, transportation, permitting, operation/maintenance, monitoring, and logistics.
- Workers and security staff involved in nuclear re-fueling operations.
- Providing services related to energy sector fuels (including, but not limited, petroleum (crude oil), natural gas, propane, natural gas liquids, other liquid fuels, nuclear, and coal), supporting the mining, processing, manufacturing, construction, logistics, transportation, permitting, operation/maintenance, security, waste disposal and storage, and monitoring of support for resources.
- Environmental remediation/monitoring, limited to immediate critical needs technicians.
- Manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities (across all energy sector segments).

Electricity industry:

- Workers who maintain, ensure, or restore, or are involved in the development, transportation, fuel procurement, expansion, or operation of the generation, transmission, and distribution of electric power, including call centers, utility workers, engineers, retail electricity, constraint maintenance, and fleet maintenance technicians who cannot perform their duties remotely.
- Workers at coal mines, production facilities, and those involved in manufacturing, transportation, permitting, operation/maintenance and monitoring at coal sites which is critical to ensuring the reliability of the electrical system.

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- Workers who produce, process, ship and handle coal used for power generation and manufacturing.
- Workers needed for safe and secure operations at nuclear generation to include but not limited to, the broader nuclear supply chain, parts to maintain nuclear equipment, fuel manufacturers and fuel components used in the manufacturing of fuel.
- Workers at renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, geothermal, and/or hydroelectric), including those supporting construction, manufacturing, transportation, permitting, operation/maintenance, monitoring, and logistics.
- Workers at generation, transmission, and electric black start facilities.
- Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and local distribution control centers.
- Mutual assistance personnel which may include workers from outside of the state or local jurisdiction.
- Vegetation management and traffic control for supporting those crews.
- Environmental remediation/monitoring workers limited to immediate critical need technicians.
- Instrumentation, protection, and control technicians.
- Essential support personnel for electricity operations.
- Generator set support workers such as diesel engineers used in power generation including those providing fuel.

Petroleum industry:

- Workers for onshore and offshore petroleum drilling operations; platform and drilling construction and maintenance; transportation (including helicopter operations), maritime transportation, supply, and dredging operations; maritime navigation; well stimulation, intervention, monitoring, automation and control, extraction, production; processing; waste disposal, and maintenance, construction, and operations.
- Workers for crude oil, petroleum and petroleum product storage and transportation, including pipeline, marine transport, terminals, rail transport, storage facilities and racks and road transport for use as end-use fuels such as gasoline, diesel fuel, jet fuel, and heating fuels or feedstocks for chemical manufacturing.
- Petroleum and petroleum product security operations center employees and workers who support maintenance and emergency response services.
- Petroleum and petroleum product operations control rooms/centers and refinery facilities.
- Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.

Natural Gas, Natural Gas Liquids (NGL), Propane, and other liquid fuels

- Workers who support onshore and offshore drilling operations, platform and drilling construction and maintenance; transportation (including helicopter operations); maritime transportation, supply, and dredging operations; maritime navigation; natural gas and natural gas liquid production, processing, extraction, storage and transportation; well intervention, monitoring, automation and control; waste disposal, and maintenance, construction, and operations.
- Transmission and distribution pipeline workers, including compressor stations and any other required, operations maintenance, construction, and support for natural gas, natural gas liquid, propane, and other liquid fuels.
- Natural gas, propane, natural gas liquids, and other liquid fuel processing plants, including construction, maintenance, and support operations.
- Natural gas processing plants workers, and those that deal with natural gas liquids.
- Workers who staff natural gas, propane, natural gas liquids, and other liquid fuel security operations centers, operations dispatch and control rooms/centers, and emergency response and customer emergencies (including leak calls) operations.
- Drilling, production, processing, refining, and transporting natural gas for use as end-use fuels, feedstocks for

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chemical manufacturing, or use in electricity generation.

- Dispatch and control rooms and emergency response and customer emergencies, including propane leak calls.
- Propane gas service maintenance and restoration, including call centers.
- Propane, natural gas liquids, and other liquid fuel distribution centers.
- Propane gas storage, transmission, and distribution centers.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.
- Ethanol and biofuel production, refining, and distribution.
- Workers in fuel sectors (including, but not limited to nuclear, coal, and gas types and liquid fuels) supporting the mining, manufacturing, logistics, transportation, permitting, operation/maintenance, and monitoring of support for resources.

WATER AND WASTEWATER

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

- Operational staff at water authorities.
- Operational staff at community water systems.
- Operational staff at wastewater treatment facilities.
- Workers repairing water and wastewater conveyances and performing required sampling or monitoring, including field staff.
- Operational staff for water distribution and testing.
- Operational staff at wastewater collection facilities.
- Operational staff and technical support for SCADA Control systems.
- Chemical and equipment suppliers to water and wastewater systems and personnel protection.
- Workers who maintain digital systems infrastructure supporting water and wastewater operations.

TRANSPORTATION AND LOGISTICS

- Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, Department of Motor Vehicle (DMV) employees, towing/recovery services, roadside assistance workers, intermodal transportation personnel, and workers who maintain and inspect infrastructure (including those that require cross-jurisdiction travel).
- Workers supporting the distribution of food, pharmaceuticals (including materials used in radioactive drugs) and other medical materials, fuels, chemicals needed for water or water treatment and energy Maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels (e.g., traffic operations centers and moveable bridge operators).
- Employees of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use. Includes cold- and frozen-chain logistics for food and critical biologic products.
- Mass transit workers and providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
- Employees supporting personal and commercial transportation services – including taxis, delivery services, vehicle rental services, bicycle maintenance and car-sharing services, and transportation network providers.
- Workers responsible for operating and dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment.
- Maritime transportation workers, including dredgers, port workers, mariners, ship crewmembers, ship pilots and tug boat operators, equipment operators (to include maintenance and repair, and maritime-specific medical

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providers), ship supply, Chandler, and repair companies.

- Workers including truck drivers, railroad employees and contractors, maintenance crew, and cleaners supporting transportation of chemicals, hazardous, medical, and waste materials to support critical infrastructure, capabilities, functions, and services, including specialized carriers, crane and rigging industry workers.
- Bus drivers and workers who provide or support intercity, commuter and charter bus service in support of other essential services or functions.
- Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities (including those who repair and maintain electric vehicle charging stations).
- Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors.
- Manufacturers and distributors (to include service centers and related operations) of packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations.
- Postal, parcel, courier, last-mile delivery, and shipping and related workers, to include private companies.
- Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers.
- Air transportation employees, including air traffic controllers and maintenance personnel, ramp workers, aviation and aerospace safety, security, and operations personnel and accident investigations.
- Workers who support the operation, distribution, maintenance, and sanitation, of air transportation for cargo and passengers, including flight crews, maintenance, airport operations, those responsible for cleaning and disinfection, and other on- and off- airport facilities workers.
- Workers supporting transportation via inland waterways such as barge crew, dredging, river port workers for essential goods.
- Workers critical to rental and leasing of vehicles and equipment that facilitate continuity of operations for essential workforces and other essential travel.
- Warehouse operators, including vendors and support personnel critical for business continuity (including HVAC & electrical engineers; security personnel; and janitorial staff) and customer service for essential functions.

PUBLIC WORKS AND INFRASTRUCTURE SUPPORT SERVICES

- Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues.
- Workers such as plumbers, electricians, exterminators, builders, contractors, HVAC Technicians, landscapers, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses and buildings such as hospitals, senior living facilities, any temporary construction required to support COVID-19 response.
- Workers who support, such as road and line clearing, to ensure the availability of and access to needed facilities, transportation, energy and communications.
- Support to ensure the effective removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill operations.
- Workers who support the operation, inspection, and maintenance of essential dams, locks and levees.
- Workers who support the inspection and maintenance of aids to navigation, and other government provided services that ensure continued maritime commerce.

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COMMUNICATIONS AND INFORMATION TECHNOLOGY

Communications:

- Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call -centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Points of Presence, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
- Government and private sector employees (including government contractors) with work related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots and submarine cable ship facilities.
- Government and private sector employees (including government contractors) supporting Department of Defense internet and communications facilities.
- Workers who support radio, television, and media service, including, but not limited to front-line news reporters, studio, and technicians for newsgathering, and reporting, and publishing news.
- Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities.
- Engineers, technicians and associated personnel responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of new facilities and deployment of new technology as these are required to address congestion or customer usage due to unprecedented use of remote services.
- Installation, maintenance and repair technicians that establish, support or repair service as needed.
- Central office personnel to maintain and operate central office, data centers, and other network office facilities, critical support personnel assisting front line employees.
- Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics, and troubleshooting.
- Workers providing electronic security, fire, monitoring and life safety services, and to ensure physical security, cleanliness and safety of facilities and personnel, including temporary licensing waivers for security personnel to work in other States of Municipalities.
- Dispatchers involved with service repair and restoration.
- Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and addressing customer issues in order to support individuals' remote emergency communications needs, supply chain and logistics personnel to ensure goods and products are on-boarded to provision these front-line employees.
- External Affairs personnel to assist in coordinating with local, state and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.

Information Technology:

- Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Centers and Security Operations Command Centers.
- Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators, for all industries (including financial services).

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- Workers who support client service centers, field engineers, and other technicians and workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, and information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure, and test labs and certification agencies that qualify such equipment (to include microelectronics, optoelectronics, and semiconductors) for critical infrastructure, including data centers.
- Workers needed to preempt and respond to cyber incidents involving critical infrastructure, including medical facilities, SLTT governments and federal facilities, energy and utilities, and banks and financial institutions, securities/other exchanges, other entities that support the functioning of capital markets, public works, critical manufacturing, food & agricultural production, transportation, and other critical infrastructure categories and personnel, in addition to all cyber defense workers (who can't perform their duties remotely).
- Suppliers, designers, transporters and other workers supporting the manufacture, distribution and provision and construction of essential global, national and local infrastructure for computing services (including cloud computing services and telework capabilities), business infrastructure, financial transactions/services, web-based services, and critical manufacturing.
- Workers supporting communications systems and information technology- and work from home solutions- used by law enforcement, public safety, medical, energy, public works, critical manufacturing, food & agricultural production, financial services, education, and other critical industries and businesses.
- Employees required in person to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

OTHER COMMUNITY- OR GOVERNMENT-BASED OPERATIONS AND ESSENTIAL FUNCTIONS

- Workers to ensure continuity of building functions, including but not limited to security and environmental controls (e.g., HVAC), the manufacturing and distribution of the products required for these functions, and the permits and inspections for construction supporting essential infrastructure.
- Elections personnel to include both public and private sector elections support.
- Workers supporting the operations of the judicial system.
- Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks.
- Trade Officials (FTA negotiators; international data flow administrators).
- Employees necessary to maintain news and media operations across various media.
- Employees supporting Census 2020.
- Weather forecasters.
- Clergy for essential support.
- Workers who maintain digital systems infrastructure supporting other critical government operations.
- Workers who support necessary credentialing, vetting and licensing operations for critical infrastructure workers.
- Customs and immigration workers who are critical to facilitating trade in support of the national emergency response supply chain.
- Educators supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other essential functions.
- Staff at government offices who perform title search, notary, and recording services in support of mortgage and real estate services and transactions.

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- Residential and commercial real estate services, including settlement services.
- Workers supporting essential maintenance, manufacturing, design, operation, inspection, security, and construction for essential products, services, and supply chain and COVID 19 relief efforts.

CRITICAL MANUFACTURING

- Workers necessary for the manufacturing of metals (including steel and aluminum), industrial minerals, semiconductors, materials and products needed for medical supply chains, and for supply chains associated with transportation, energy, communications, information technology, food and agriculture, chemical manufacturing, nuclear facilities, wood products, commodities used as fuel for power generation facilities, the operation of dams, water and wastewater treatment, processing and reprocessing of solid waste, emergency services, and the defense industrial base. Additionally, workers needed to maintain the continuity of these manufacturing functions and associated supply chains, and workers necessary to maintain a manufacturing operation in warm standby.
- Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment (PPE).
- Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
- Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce (including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers).

HAZARDOUS MATERIALS

- Workers who manage hazardous materials associated with any other essential activity, including but not limited to healthcare waste (medical, pharmaceuticals, medical material production), testing operations (laboratories processing test kits), and energy (nuclear facilities) Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing tests Workers who support hazardous materials response and cleanup.
- Workers who maintain digital systems infrastructure supporting hazardous materials management operations.

FINANCIAL SERVICES

- Workers who are needed to provide, process and maintain systems for processing, verification, and recording of financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; consumer and commercial lending; and capital markets activities).
- Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
- Workers who are needed to provide business, commercial, and consumer access to bank and non-bank financial services and lending services, including ATMs, lending and money transmission, and to move currency, checks, securities, and payments (e.g., armored cash carriers).
- Workers who support financial operations and those staffing call centers, such as those staffing data and security operations centers, managing physical security, or providing accounting services.
- Workers supporting production and distribution of debit and credit cards.
- Workers providing electronic point of sale support personnel for essential businesses and workers.

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CHEMICAL

- Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, paintings and coatings, textiles, building materials, plumbing, electrical, and paper products.
- Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items.
- Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, fragrances, and packaging that prevents the contamination of food, water, medicine, among others essential.
- Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections.
- Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing.

DEFENSE INDUSTRIAL BASE

- Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military. These individuals include, but are not limited to, space and aerospace; mechanical and software engineers (various disciplines), manufacturing/production workers; IT support; security staff; security personnel; intelligence support, aircraft and weapon system mechanics and maintainers; and sanitary workers who maintain the hygienic viability of necessary facilities.
- Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense, as well as personnel at government-owned/contractor-operated and government-owned/government-operated facilities, and who provide materials and services to the Department of Defense, including support for weapon systems, software systems and cybersecurity, defense and intelligence communications and surveillance, space systems and other activities in support of our military, intelligence and space forces.

COMMERCIAL FACILITIES

- Workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
- Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions.
- Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant wholesalers and distributors - with reduced staff to ensure continued operations.
- Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.

RESIDENTIAL/SHELTER FACILITIES AND SERVICES

- Workers in dependent care services, in support of workers in other essential products and services.

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- Workers who support food, shelter, and social services, and other necessities of life for needy groups and individuals, including in-need populations and COVID-19 responders (including travelling medical staff).
- Workers in animal shelters.
- Workers responsible for the leasing of residential properties to provide individuals and families with ready access to available housing.
- Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency "at-home" situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
- Workers performing housing construction related activities to ensure additional units can be made available to combat the nation's existing housing supply shortage.
- Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
- Workers supporting the construction of housing, including those supporting government functions related to the building and development process, such as inspections, permitting and plan review services that can be modified to protect the public health, but fundamentally should continue and serve the construction of housing (e.g., allow qualified private third-party inspections in case of government shutdown).

HYGIENE PRODUCTS AND SERVICES

- Workers who produce hygiene products.
- Workers in laundromats, laundry services, and dry cleaners.
- Workers providing personal and household goods repair and maintenance.
- Workers providing disinfection services, for all essential facilities and modes of transportation, and supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
- Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
- Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

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STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-89

(Emergency Management – COVID-19 – Miami-Dade County, Broward County, Palm Beach County, Monroe County Public Access Restrictions)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and in states with evidence of community spread, recommending restrictions to certain establishments conducive to mass gatherings and congregations; and

WHEREAS, on March 29, 2020, the President extended such guidance to be in effect until April 30, 2020; and

WHEREAS, Miami-Dade County, Broward County, and Palm Beach County have already implemented orders restricting certain public access to non-essential retail and commercial establishments; and

WHEREAS, over sixty (60) percent of Florida’s identified COVID-19 cases are in these neighboring southern counties, which make up a large percentage of Florida’s population; and

WHEREAS, my Administration has consulted with the authorities from Miami-Dade County, Broward County, Palm Beach County and Monroe County who seek to harmonize restricted public access mandates in order to establish uniformity and consistency throughout their counties of close proximity; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby order Miami-Dade County, Broward County, Palm Beach County and Monroe County to restrict public access to businesses and facilities deemed non-essential pursuant to the guidelines established by Miami-Dade County pursuant to its March 19, 2020 Emergency Order 07-20, and as modified by subsequent amendments and orders prior to the date of this order.

Section 2. At their discretion, such county administrators may determine additional “essential” retail and commercial establishments—or other institutions providing essential services—that shall not be subject to complete closure. No county or local authority may restrict or prohibit any “essential” service from performing a function allowed under this order.

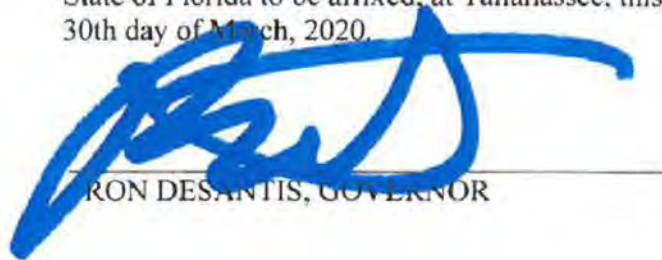
Section 3. Essential service establishments not subject to closure shall continue to determine, adopt and maintain reasonable measures to ensure sanitation and cleanliness of premises and items that may come into contact with employees and the public, and such establishments shall take reasonable action to ensure that people adhere to the CDC’s social distancing guidelines.

Section 4. The above-named counties shall not institute curfews pertaining to transit to or from the essential service establishments.

Section 5. This order shall remain in effect until April 15, 2020 unless renewed or otherwise modified by subsequent order.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 30th day of March, 2020.


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

90010005-111 5:26



MIAMI-DADE COUNTY EMERGENCY ORDER 07-20

WHEREAS, Section 252.38(3)(a), Florida Statutes, gives political subdivisions the authority to declare and enact a State of Local Emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required of the political subdivision by law; and

WHEREAS, on March 1, 2020, the Governor of Florida issued Executive Order Number 20-51, directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19/novel Coronavirus in Florida; and

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52, declaring a State of Emergency for the state of Florida related to COVID-19/novel Coronavirus; and

WHEREAS, on March 12, 2020, the County Mayor declared a State of Emergency for all of Miami-Dade County; and

WHEREAS, COVID-19/novel Coronavirus poses a health risk to Miami-Dade County residents, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

WHEREAS, minimization of contact is necessary to avoid risk of COVID-19 infection for the residents of the County; and

WHEREAS, the Centers for Disease Control (CDC) has issued guidance entitled "15 Days to Slow the Spread," encouraging social distancing and maintaining a 6 foot separation between residents to slow the spread of infection and that events with more than ten attendees either be cancelled or held virtually; and

WHEREAS, the CDC guidelines are based upon the amount of community spread within a community and become more stringent where there is minimal to moderate or substantial community spread; and

WHEREAS, section 8B-7(2)(f) of the Code authorizes the County Mayor to order the closure of any commercial establishment; and

Miami-Dade County Declaration of Local State of Emergency

WHEREAS, sections 8B-7(2)(e) and (o) of the Code authorize the County Mayor to limit the movement of persons inside Miami-Dade County in order to safeguard life and health,

THEREFORE, as County Mayor of Miami-Dade County, I hereby order:

1. All non-essential retail and commercial establishments are ordered closed.
2. Essential retail and commercial businesses, which may remain open, are:
 - a. Healthcare providers, including, but not limited to, hospitals, doctors' and dentists' offices, urgent care centers, clinics, rehabilitation facilities, physical therapists, mental health professionals, psychiatrists, therapists, and pharmacies;
 - b. Grocery stores, farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning and personal care products). This authorization includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operations of residences;
 - c. Food cultivation, including farming, livestock, and fishing;
 - d. Businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
 - e. Newspapers, television, radio, and other media services;
 - f. Gas stations and auto-supply, auto-repair, and related facilities;
 - g. Banks and related financial institutions;
 - h. Hardware stores;
 - i. Contractors and other tradesmen, appliance repair personnel, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences and other structures;
 - j. Businesses providing mailing and shipping services, including post office boxes;
 - k. Private colleges, trade schools, and technical colleges, but only as needed to facilitate online or distance learning;
 - l. Laundromats, dry cleaners, and laundry service providers;
 - m. Restaurants and other facilities that prepare and serve food, but subject to the limitations and requirements of Emergency Order 3-20. Schools and other entities that typically

Miami-Dade County Declaration of Local State of Emergency

provide free food services to students or members of the public may continue to do so on the condition that the food is provided to students or members of the public on a pick-up and takeaway basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site;

- n. Businesses that supply office products needed for people to work from home;
- o. Businesses that supply other essential businesses with the support or supplies necessary to operate, and which do not interact with the general public;
- p. Businesses that ship or deliver groceries, food, goods, or services directly to residences;
- q. Airlines, taxis, and other private transportation providers providing transportation services via automobile, truck, bus, or train;
- r. Home-based care for seniors, adults, or children;
- s. Assisted living facilities, nursing homes, and adult day care centers, and senior residential facilities;
- t. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities;
- u. Landscape and pool care businesses, including residential landscape and pool care services;
- v. Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities should operate under the following mandatory conditions:
 - 1. Childcare must be carried out in stable groups of 10 or fewer (inclusive of childcare providers for the group).
 - 2. Children and child care providers shall not change from one group to another.
 - 3. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix or interact with each other.
- w. Businesses operating at any airport, seaport, or other government facility, including parks and government offices;
- x. Pet supply stores;
- y. Logistics providers, including warehouses, trucking, consolidators, fumigators, and handlers;
- z. Telecommunications providers, including sales of computer or telecommunications devices and the provision of home telecommunications;

Miami-Dade County Declaration of Local State of Emergency

- aa. Provision of propane or natural gas;
 - bb. Office space and administrative support necessary to perform any of the above-listed activities;
 - cc. Open construction sites, irrespective of the type of building;
 - dd. Architectural, engineering, or land surveying services;
 - ee. Factories, manufacturing facilities, bottling plants, or other industrial uses;
 - ff. Waste management services, including collection and disposal of waste; and
 - gg. Any business that is interacting with customers solely through electronic or telephonic means, and delivering products via mailing, shipping, or delivery services
3. This order does not affect or limit the operations of Miami-Dade County, any public utility, any municipality, the Miami-Dade County School District, or any State or Federal office or facility, except that such entities shall abide by the restrictions of any County, Municipal, State or Federal emergency order, as applicable.
4. This order does not limit the number of persons who may be physically present performing services at any location where an essential business is being conducted except as expressly set forth herein or otherwise governed by any State or Federal order or regulation. Employers and employees are urged, but are not required, to practice social distancing, such as keeping six feet between persons and limiting group size to less than ten people.
5. This order does not limit the number of persons who may be physically present at any religious service. Persons attending religious services are urged, but are not required, to practice social distancing, such as keeping six feet between persons and limiting group size to less than ten people.
6. The County Mayor may amend the provisions of paragraph 2, 3, and 4 by written notice to the County Clerk.
7. The provisions of this order shall serve as minimum standards. Municipalities may impose more stringent standards within their jurisdictions.
8. This order shall expire upon the expiration of the existing Miami-Dade County State of Local Emergency, except that if such State of Local Emergency is extended, this order shall also be deemed to extend for the duration of such extension. This order may be cancelled earlier by action of the County Mayor.
9. This order shall be effective as of 9:00 p.m., March 19, 2020.

Miami-Dade County Declaration of Local State of Emergency

9. This order shall be effective as of 9:00 p.m., March 19, 2020.

10. This order shall be provided to all appropriate media consistent with the requirements of section 8B-7(2)(n) of the Code of Miami-Dade County.

Enacted:

Signed: _____


COUNTY MAYOR

Date: 3/19/2020

Time: 00:30

Witness: _____

Cancelled:

Signed: _____

COUNTY MAYOR

Date: _____

Time: ____:____

Witness: _____



AMENDMENT NO. 1 TO MIAMI-DADE COUNTY EMERGENCY ORDER 07-20

WHEREAS, on March 19, 2020, the County Mayor issued Emergency Order 07-20; and

WHEREAS, Emergency Order 07-20 directed the closure of all non-essential retail and commercial establishments and included a list of essential businesses that may still operate; and

WHEREAS, Emergency Order 07-20 provided for amendment by filing written notice with the clerk; and

WHEREAS, hotels, motels, other commercial lodging establishments, and temporary vacation rentals provide essential business services during emergencies; and

WHEREAS, marinas and boat launches, docking, fueling, marine supply and other marina services provide essential business services during emergencies, including access to living space, repair services, and other vital needs; and

WHEREAS, additional retail and commercial establishments listed below provide essential business services during emergencies,

THEREFORE, as County Mayor of Miami-Dade County, I hereby order:

1. Paragraph 2 of Emergency Order 07-20 is hereby amended and restated to clarify that additional following essential businesses may remain open:

2. Essential retail and commercial businesses, which may remain open, are:

* * *

f. Gas stations>>; new and used automobile dealerships;<< and auto-supply, auto-repair, and related facilities>>, provided however that such businesses should ensure that customers practice the social distancing as advised by the CDC<<;

* * *

k. Private colleges, trade schools, and technical colleges, but only as needed to facilitate online or distance learning >>and university, college, or technical college residence halls, to the extent needed to accommodate students who cannot return to their homes<<;

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* * *

ff. Waste management services, including collection and disposal of waste; ~~[[and]]~~

gg. Any business that is interacting with customers solely through electronic or telephonic means, and delivering products via mailing, shipping, or delivery services>>:<<

>>hh. Private and municipal marinas and boat launches, docking, fueling, marine supply and other marina services;

ii. Hotels, motels, other commercial lodging establishments and temporary vacation rentals. Notwithstanding the foregoing, restaurants, bars, and fitness center restrictions within these establishments remain as stated in Emergency Order 03-20;

jj. Veterinarians and pet boarding facilities; and

kk. Mortuaries, funeral homes, and cemeteries.<<

2. The balance of Emergency Order 07-20 remains in full force and effect and is subject to further amendment as set forth in Emergency Order 07-20.

Enacted:

Signed: _____


COUNTY MAYOR

Date: 3/19/2020

Time: 8:45 PM

Witness: _____

Cancelled:

Signed: _____

COUNTY MAYOR

Date: _____

Time: ____:____

Witness: _____



AMENDMENT NO. 2 TO MIAMI-DADE COUNTY EMERGENCY ORDER 07-20

WHEREAS, on March 19, 2020, the County Mayor issued Emergency Order 07-20; and

WHEREAS, Emergency Order 07-20 directed the closure of all non-essential retail and commercial establishments and included a list of essential businesses that may still operate; and

WHEREAS, Emergency Order 07-20 provided for amendment by filing written notice with the clerk; and

WHEREAS, Governor DeSantis issued Executive Order 20-71 which promulgated standards for the sale of alcohol; and

WHEREAS, additional retail and commercial establishments listed below provide essential business services during emergencies,

THEREFORE, as County Mayor of Miami-Dade County, I hereby order:

1. Paragraph 2 of Emergency Order 07-20 is hereby amended and restated to clarify that additional following essential businesses may remain open:

2. Essential retail and commercial businesses, which may remain open, are:

* * *

hh. Private and municipal marinas and boat launches, docking, fueling, marine supply and other marina services;

ii. Hotels, motels, other commercial lodging establishments and temporary vacation rentals. Notwithstanding the foregoing, restaurants, bars, and fitness center restrictions within these establishments remain as stated in Emergency Order 03-20;

jj. Veterinarians and pet boarding facilities; and

kk. Mortuaries, funeral homes, and cemeteries.

>>ll. The sale of alcoholic beverages is authorized consistent with Executive Order 20-71.

mm. Firearm and ammunition supply stores.

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nn. Businesses providing services to any local, state, or Federal government, including municipalities, pursuant to a contract with such government.<<

2. The balance of Emergency Order 07-20 remains in full force and effect and is subject to further amendment as set forth in Emergency Order 07-20.

Enacted:

Signed: _____


COUNTY MAYOR

Date: 3/1/2020

Time: 09:15

Witness: _____

Cancelled:

Signed: _____

COUNTY MAYOR

Date: _____

Time: ____:____

Witness: _____



AMENDMENT NO. 3 TO MIAMI-DADE COUNTY EMERGENCY ORDER 07-20

WHEREAS, on March 19, 2020, the County Mayor issued Emergency Order 07-20; and

WHEREAS, Emergency Order 07-20 directed the closure of all non-essential retail and commercial establishments and included a list of essential businesses that may still operate; and

WHEREAS, Emergency Order 07-20 provided for amendment by filing written notice with the clerk; and

WHEREAS, Amendment No. 1 to Emergency Order 07-20 stated that marinas and boat launches, docking, fueling, marine supply and other marina services provide essential business services; and

WHEREAS, large numbers of boaters congregated without observing social distancing and promoted large parties, the occurrence of which would have increased the risk of spreading COVID-19 throughout the community; and

WHEREAS, as a result it is necessary to further limit the use of marinas and boat launches, docking, fueling, marine supply and other marina services; and

WHEREAS, Emergency Order 06-20 as amended from time to time contains detailed information on the use of marinas, boat launches, docking, fueling, marine supply and other marina services for the duration of the state of emergency,

THEREFORE, as County Mayor of Miami-Dade County, I hereby order:

1. Paragraph 2 of Emergency Order 07-20 as amended is hereby amended and restated to clarify that additional following essential businesses may remain open:

2. Essential retail and commercial businesses, which may remain open, are:

* * *

~~[[hh. Private and municipal marinas and boat launches, docking, fueling, marine supply and other marina services]]~~

>>hh. Marinas, boat launches, docking, fueling, marine supply and other marina services only as set forth in Emergency Order 06-20 as amended from time to time.<<

Miami-Dade County Declaration of Local State of Emergency

* * *

2. The balance of Emergency Order 07-20 as amended remains in full force and effect and is subject to further amendment as set forth in Emergency Order 07-20.

Enacted:

Signed: _____



COUNTY MAYOR

Date: 3/23/2020

Time: 12:00

Witness: _____



Cancelled:

Signed: _____

COUNTY MAYOR

Date: _____

Time: ____:____

Witness: _____

Exhibit E

March 28, 2020

Picasso Aesthetic
Cosmetic Dental Spa PA
6279 Highcroft Dr
Naples, FL 34119

RE: INSURED NAME: PICASSO AESTHETIC
 COSMETIC DENTAL SPA PA
 CLAIM NUMBER: 20-1003
 POLICY NUMBER: 09 0005801949 2 05
 LOSS LOCATION: 9776 BONITA BEACH RD SE STE 202A
 DATE OF LOSS: BONITA SPRINGS, FL 34135
 3/24/2020
 TYPE OF LOSS: ALL OTHER PERILS

Dear Picasso Aesthetic Cosmetic Dental Spa PA:

We have completed our investigation of your claim for loss of Business Income. We understand this claim was presented due to the Florida Governor's Executive Order 20-72 Emergency Management – COVID-19 – Non-essential Elective Medical Procedures, which restricts certain elective medical and dental procedures to prevent the spread of the COVID-19 virus. You report the impact of this Executive Order has resulted in a loss of Business Income. Unfortunately, your policy does not provide coverage for this loss.

Please refer to your policy which is provided under Businessowners Special Property Coverage Form, BP 00 02 0689 which states in part.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

5. Additional Coverages

f. Business Income

We will pay 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 property at the described premises, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - a. **Ordinance or Law**

The enforcement of any ordinance or law:

 - (1) Regulating the construction, use or repair of any property; or
 - (2) Requiring the tearing down of any property, including the cost of removing its debris.
 - c. **Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for act of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.
4. **Business Income and Extra Expense Exclusions:**

We will not pay for:

 - b. Any other consequential loss.

Unfortunately, because the cause of the Business Income Loss did not result from direct physical loss or damage to your Building or your Business Personal Property, we are unable to honor your claim. We expressly reserve our right to assert all other rights or defenses that we may have to this claim even though not enumerated above. We do not waive or relinquish any of our rights under the policy of insurance.

This denial has occurred after a good faith evaluation of the information provided to us. If you know of any reason why our evaluation of the facts is not correct, please advise us in writing.

If you have any questions, please contact us at 1-800-627-0000.

Sincerely,

Catastrophe Department

Enclosure: Office of the Governor Executive Order Number 20-72

cc: info@olsondinunzio.com



First Community Insurance Company

April 17, 2020

Morgan & Morgan
Thomas Rehtin, Esq
12800 University Drive, Suite 600
Fort Myers, FL 33907
Via Email: Trehtin@forthepeople.com

RE:	INSURED NAME	PICASSO AESTHETIC COSMETIC DENTAL SPA PA
	INSURED LOCATION:	9776 BONITA BEACH ROAD SE, STE 202A BONITA SPRINGS, FL 34135
	CLAIM NUMBER:	20-1003
	POLICY NUMBER:	09 0005801949 2 05
	DATE OF LOSS:	3/24/2020

Dear Mr. Rehtin:

First Community Insurance Company has received your letter of representation for our insured, Picasso Aesthetic Cosmetic Dental Spa PA. Please be advised a letter of denial notice, dated March 28, 2020 was emailed to the insured on March 28, 2020. A copy of that letter is included. The claim was presented for Business Income loss due to the government mandated closures. This letter is to advise of you of the status of the claim. If you know of any reason why our evaluation of the facts is not correct, please advise us in writing.

Add First Community Insurance Company reserves all of its rights for any and all claims arising out of this incident. Any action taken by First Community Insurance Company concerning this loss should not be construed as a waiver of any policy terms and conditions. We expressly reserve all rights and privileges we may have under the insurance policy and Florida Law.

Regards,

Jeanette Stacks
Technical Claims Specialist
800-765-9700 x 4573

Encl Coverage Letter