

2020CI11203

CAUSE NO. _____

LOUIS G. ORSATTI, DDS, P.C.	§	IN THE DISTRICT COURT
	§	
	§	<u>407th</u> JUDICIAL DISTRICT
V.	§	
	§	
ALLSTATE INSURANCE COMPANY	§	
AND BLESSING SEFOFO WONYAKU	§	BEXAR COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, LOUIS G. ORSATTI, DDS, P.C., and files this Original Petition against ALLSTATE INSURANCE COMPANY, ("Allstate") and BLESSING SEFOFO WONYAKU ("Wonyaku") and in support thereof, would show as follows:

I.
DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

II.
PARTIES AND SERVICE

2. Plaintiff is doing business in Bexar County, Texas.
3. Allstate is in the business of insurance in the State of Texas. The insurance business done by Allstate in Texas includes, but is not limited to, the following:
- The making and issuing of contracts of insurance with the Plaintiff;
 - The taking or receiving of application for insurance, including the Plaintiff's application for insurance;

- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from the Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including the Plaintiff.

4. Defendant **Allstate Insurance Company** can be served at through its registered agent at the following address: CT Corporation System at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Service is requested at this time.

5. Defendant **Blessing Sefofo Wonyaku** is a Texas resident and may be served at his business address at 301 Fair Oaks Blvd., Apt. 922, Euless, Texas 76039 by certified mail, return receipt requested. **Service is requested at this time.**

III.

JURISDICTION AND VENUE

6. Venue is appropriate in Bexar County, Texas because all or part of the conduct giving rise to the causes of action were committed in Bexar County, Texas and Plaintiff and Property which are the subject of this suit are located in Bexar County, Texas. Accordingly, venue is proper pursuant to Texas Civil Practice & Remedies Code §15.002.

IV.

BACKGROUND FACTS

7. Plaintiff is the owner of an Insurance Policy (hereinafter referred to as "the Policy"). Defendant provided the Plaintiff's business insurance for the business located at 15303 Huebner Road, Bld. 14, San Antonio, Texas 78248 (hereinafter referred to as "the Property"). Allstate sold the Policy insuring the Property to Plaintiff. The Policy provided to Plaintiff is attached hereto as

Exhibit A¹. The Policy is an all-risk policy and has been continuously in full force and effect since inception, providing coverage for property, business personal property, business income, extra expense and additional coverages including Civil Authority.

8. During the terms of said Policy, Plaintiff has sustained and will sustain covered losses during the Covid-19 outbreak and subsequent Bexar County Order, State of Texas Order and mandate from the American Dental Association (hereinafter the “Orders”), attached hereto as Exhibits B, C and D, and Plaintiff reported same to Hartford pursuant to the terms of the Policy. Plaintiff asked that Hartford cover the cost for business interruption pursuant to the Policy. Hartford assigned Franklin to adjust the claim and investigate the loss related to business interruption; however, no investigation or adjustment of the claim was done and the claim has been wrongfully denied. To date, Hartford and Franklin have mishandled Plaintiff’s claim and caused and will continue to cause Plaintiff further and additional damages.

9. The World Health Organization (“WHO”) identified the disease caused by the 2019 Novel Coronavirus as “COVID-19” on February 11, 2020. On March 11, WHO characterized COVID-19 as a pandemic. WHO saw “alarming levels of spread and severity, and by the alarming levels of inaction.” WHO representatives stated, “[W]e have never before seen a pandemic sparked by a coronavirus. This is the first pandemic caused by a coronavirus. And we have never before seen a pandemic that can be controlled, at the same time.” The Center for Disease Control (“CDC”) has stated that a “pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect people and can spread between people sustainably. Because there is little to no pre-existing immunity against the new virus, it spreads worldwide.”

10. Plaintiff is in the dental business. The described purposes of the Orders are to

¹ Allstate has not provided Plaintiff with a full copy of the Policy. However, the applicable language is in the denial letter, attached as Exhibit E.

protect the “health, safety and welfare” of Bexar County and Texas residents, and to slow the spread of Covid-19 by “minimizing social gatherings” and “minimize in-person contact.” *See* Exhibits B and C. According to the Texas Department of Health and Human Services, Covid-19 has been and continues to be present in Bexar County. Plaintiff could only operate only in the event of a dental emergency. *See* Exhibit D.

11. Beginning on March 20, 2020, Plaintiff could no longer open and conduct business and was losing all business income. Plaintiff submitted its claims to Allstate, and it denied the claim without conducting an investigation. The pandemic and health care crises has resulted in the Plaintiff suffering a direct physical loss to the insured Property, and alternatively damage to the insured Property and suspension of its business that are covered under the Business Income Loss provisions of the Policy. Alternatively, coverage is available under Civil Authority coverage under the Policy.

A. Coverage for Business Income

12. Plaintiff’s Policy under “Covered Causes of Loss” insures for “direct physical loss” unless the loss is excluded or limited. *See* Exhibit A, pg. 36. Further, Plaintiff’s Policy provides coverage for Loss of Business Income and Extra Expense as follows:

“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 premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. 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 100 feet of the site at which the described premises are located...”

See Exhibit E. Plaintiff suffered lost income when the Orders closed the business, and on information and belief Plaintiff will continue to suffer lost income even after the Orders are lifted due to fear of Covid-19. The pandemic, consumer fear, and the stay at home Orders have caused

Plaintiff physical loss of the property and loss of business income and are not specifically excluded by the Policy. Plaintiff's business has been transformed by external events, not specifically excluded, from a sustainable, revenue generating operation to the unsatisfactory state of closure and now slowed business. The presence of the Covid-19 in Bexar County alone triggers coverage because it renders the Property unsafe or makes it unusable for its intended purpose.

B. Coverage for Civil Authority

14. Plaintiff's Policy also provides additional coverage for Civil Authority:

"When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property."

Id. The Orders are clearly acts of Civil Authority which have caused Plaintiff loss of business income as described above. The Orders, along with their stated purposes, qualify as a Covered Cause of Loss under the Policy, especially given that there is precedent that holds "physical loss" can occur without actual tangible physical damage to a property. The premises not more than one mile from Plaintiff's Property have suffered the same physical loss as Plaintiff has suffered due to the pandemic. As well, damage is not defined by the Policy and other premises have suffered damage as the term is defined in its common, ordinary meaning.

C. Allstate's Wrongful Denial

15. Allstate and Wonyaku made no request to Plaintiff for documents or

information relating to the claim, and it denied Plaintiff's claim shortly after the claim was presented meaning it could not have done a proper or thorough investigation or have any evidence that any exclusions apply.

16. Allstate's denial was based, in part, on a lack of "damage" to Plaintiff's Property. *See* Exhibit E. But the Policy does not require a loss solely caused by physical "damage" as it also provides coverage for "physical loss of" property. *Id.* The Policy does not define "physical loss" and that term has been broadly defined in property policies for decades to include losses that are not actual tangible damage to physical property. At the very least, Plaintiff suffered a physical loss of the covered property as a result of fear and actions taken to limit the impact of the pandemic on the health, safety and welfare of Bexar County citizens. Further, Plaintiff clearly suffered physical loss to Covered Property because it was unable to operate. Allstate failed to conduct any investigation and then wrongfully denied the coverage for Civil Authority without considering damage to property other than Plaintiff's. The Policy does not define "damage" in the property coverage section, and "damage" is broadly defined in its common ordinary meaning. Allstate could have, but did not, so define "physical loss" under the Property coverage portion of the Policy.

17. Allstate relies on the exclusion for "Loss Due to Virus or Bacteria" as a basis for denial, but contrary to its assertion, this is not a pandemic exclusion. *See* Exhibit E. Allstate ignores the fact that the exclusion applies only where a virus is the fully realized and actual cause of the loss. It does not state that it applies to a loss caused by the need to prevent against the threat of viral transmission or fear of virus. Allstate's denial admits that this claim relates to concern over the spread of the Covid-19 and preventing exposure. *See* Exhibit E. Preventing the threat or risk of the presence or recurring presence of the virus is not specifically excluded

under the Policy. Further, Allstate's reliance on other vague exclusions of Consequential Loss and Acts or Decisions is flawed in that these provisions are vague, not applicable to Plaintiff's claim and their application would render other terms in the Policy meaningless.

18. The exclusions have no application to Plaintiff's claim in light of their plain language. Alternatively, the exclusions are vague and ambiguous and must be construed in the light most favorable to Plaintiff.

19. Allstate failed to give proper, advance notice and disclosure of the exclusions and is thus barred from reliance upon them.

20. On information and belief, Allstate is barred from relying on the exclusions as a result of regulatory and/or administrative estoppel.

21. Alternatively, the exclusions as interpreted by Allstate are unconscionable and/or contrary to public policy and cannot be enforced as written.

22. Allstate and Wonyaku made material misrepresentations about Policy provisions, coverage and the law in Texas applying thereto with regard to Plaintiff's Loss of Business Income and Civil Authority additional coverages.

23. Wonyaku considered only Allstate's interests, proceeded only according to a one-sided and self-serving interpretation of the Policy, and attempted to conceal from Plaintiff that she made no effort to consider its interests. Wonyaku pre-textually looked only for ways to avoid coverage rather than first trying to find coverage.

24. Allstate wrongfully denied Plaintiff's claims for business interruption even though the Policy provides coverage for losses such as those suffered by Plaintiff. Furthermore, by information and belief, Allstate engaged its agents to misrepresent Policy provisions and coverage. To date, Allstate continues to deny the payment for Plaintiff's loss of business.

V.
CAUSES OF ACTION AGAINST ALLSTATE

A. BREACH OF CONTRACT

25. Plaintiff re-alleges the foregoing paragraphs. Allstate and its agents' conduct constitute a breach of the insurance contracts between it and Plaintiff. Allstate's failure and/or refusal, as described above, to pay Plaintiff adequate compensation as it is obligated to do under the terms of the Policy in question pursuant to the additional coverages of Loss of Business Income and Civil Authority, and under the laws of the State of Texas, constitutes a breach of the insurance contracts with Plaintiff.

26. Allstate failed to perform its contractual duty to adequately compensate Plaintiff under the terms of the Policy pursuant to the additional coverages of Loss of Business Income and Civil Authority. Specifically, Allstate wrongfully denied coverage and refused to offer the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover Plaintiff's business loss, and all conditions precedent to recovery under the Policy have been carried out and accomplished by Plaintiff. Allstate's conduct constitutes a breach of the insurance contracts between it and Plaintiff.

B. NONCOMPLIANCE WITH TEXAS INSURANCE CODE

1. UNFAIR SETTLEMENT PRACTICES

27. Plaintiff re-alleges the foregoing paragraphs. Texas law is clear that insurance companies and anyone engaged in the business of insurance by investigating and adjusting a claim must conduct a reasonable, full and fair claim investigation. Allstate violated Chapter 541 of the Texas Insurance Code, in one or more of the following particulars:

§ 541.061. Misrepresentation of Insurance Policy.

- Making an untrue statement of material fact;

- Failing to state a material fact necessary to make other statements made not misleading;
- Making a misleading statement; and
- Failing to disclose a material matter of law.

As alleged above, Allstate misrepresented to Plaintiff that the Policy required actual physical, tangible damage to its Property in order for it to have coverage for Business Income. In the same letter, Allstate also misrepresented that the Civil Authority Additional Coverage in the Policy (along with others) applied only when there was direct physical damage to properties around Plaintiff's even though damage is not defined as tangible physical damage under Civil Authority as it is in other parts of the Policy. These statements are not only false, they are incongruous.

2. THE PROMPT PAYMENT OF CLAIMS

28. Plaintiff re-alleges the foregoing paragraphs. Allstate's conduct constitutes and will continue to constitute multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

29. Allstate failed to meet its obligations under the Texas Insurance Code regarding timely beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.

30. Further, Allstate failed to accept Plaintiff's full and entire claim within the statutorily-mandated time of receiving all necessary information. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.

31. Allstate failed and will fail to timely pay Plaintiff's claim, and for all of the covered losses due to its wrongful denial of the policy benefits. TEX. INS. CODE §542.057.

32. Allstate failed and will fail to meet its obligations under the Texas Insurance Code

regarding payment of claim without delay due to its wrongful denial. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

33. Because of Allstate's wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing it with respect to these causes of action.

C. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

34. Plaintiff re-alleges the foregoing paragraphs. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to the insureds pursuant to insurance contracts.

35. From and after the time Plaintiff's loss was presented to Allstate, its liability to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, it has refused to pay Plaintiff in full and wrongfully denied the claim, despite there being no basis upon which a reasonable insurance company would have relied to deny the full payment. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing.

36. Further, Allstate's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, it knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

VI.

CAUSES OF ACTION AGAINST DEFENDANT WONYAKU

A. NONCOMPLIANCE WITH TEXAS INSURANCE CODE

37. Plaintiff re-alleges the foregoing paragraphs. At all pertinent times, Wonyaku was engaged in the business of insurance as defined by the Texas Insurance Code. The acts and

omissions of Wonyaku constitute one or more violations of the Texas Insurance Code. More specifically, Wonyaku has, among other violations, violated the following provisions of the Code:

1. Insurance Code § 542.003(b)(5).
2. Insurance Code chapter 541, section 541.060 by, among other things:
 - misrepresenting one or more material facts and/or policy provisions relating to coverage;
 - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claims with respect to which their liability has become reasonably clear;
 - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claims under one portion of a policy with respect to which liability has become reasonably clear in order to influence Plaintiffs to settle its claims with respect to another portion of the policy;
 - failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of Plaintiff's claims;
 - refusing to affirm or deny coverage within a reasonable time;
 - refusing to conduct a reasonable investigation;
 - ignoring information and damage known to be covered by the Policy;
 - creating evidence to provide the carrier with a basis to deny coverage; and/or
 - conducting an outcome-oriented investigation in order to provide the carrier with a basis to deny the claim.

38. Allstate assigned the loss and the claim to Wonyaku who was at all pertinent times the agent of Allstate, through both actual and apparent authority. The acts, representations and omissions of Wonyaku are attributed to Allstate. Wonyaku was tasked with the responsibility of conducting a thorough and reasonable investigation of Plaintiff's loss. Despite the fact that the Texas Insurance Code dictates adjusters must conduct a reasonable investigation and adjustment of a claim, Wonyaku failed to do so and actually set out to conduct an outcome-oriented

investigation and adjustment, which has and will result in an inequitable settlement of Plaintiff's claim.

39. Wonyaku pre-textually looked only for ways to avoid coverage rather than first trying to find coverage. Notably, she made no request for documentation, and did not ask Plaintiff's representative any questions upon learning it had to close business due to the Orders. Instead, she immediately sent Plaintiff a denial letter stating that there is no coverage for Plaintiff's loss. In it, Wonyaku misrepresented the policy coverages to Plaintiff. She misrepresented to Plaintiff that in order to have coverage for Business Income, it had to have sustained direct physical damage to the Property. However, Plaintiff's Policy covers physical *loss* of the property, not just physical damage. As well, Wonyaku misrepresented to Plaintiff that because access to the property was not prohibited due to "damage" to other properties caused by a Covered Cause of Loss there was no Civil Authority coverage. But "damage" is not defined and would cover, in its common ordinary meaning, the closures and fear affecting other properties around Plaintiff's just like Plaintiff's Property. Wonyaku did no investigation whatsoever to make such a determination. She also wholly ignored the Orders. Rather than advising Allstate to pay Plaintiff's claim, investigating more (or at all) with respect to the Orders or even sending a reservation of rights letter, Wonyaku sent Plaintiff a denial letter right after the claim was made, despite the fact the Policy provides coverage for Plaintiff's business loss. Further, Plaintiff's representative asked her to send him a full copy of the Policy because he did not have anything in what it sent him regarding a virus exclusion, but she refused. She only sent the denial letter. As result of Wonyaku's misrepresentations, inadequate and outcome-oriented investigation by way of no investigation, Plaintiff has not received any payment for the claim.

40. The foregoing conduct was and is the producing cause(s) of injury and damage to

Plaintiff and Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages. Wonyaku's conduct caused a failure to effectuate a prompt, reasonable settlement of the claim. Moreover, one or more of the foregoing acts or omissions were committed "knowingly" entitling Plaintiff to seek treble damages pursuant to the Insurance Code.

VII.
CAUSES OF ACTION AGAINST ALL DEFENDANTS FOR CIVIL CONSPIRACY

41. Plaintiff re-alleges the foregoing paragraphs. The Defendants conspired to delay and deny or underpay Plaintiff's claim. Allstate assigned Wonyaku to investigate Plaintiff's claim, and the Defendants set out to intentionally conduct an outcome-oriented investigation in order to avoid paying for all of the damages to Plaintiff's Property covered by the Policy. The denial letter misrepresenting coverage, ignoring the Orders and not investigating the claim were either independent acts by Wonyaku in violation of the Insurance Code or a meeting of the minds between Wonyaku and Allstate to accomplish violations of the Insurance Code – the discovery process will bear out which. The Defendants' conspiracy was a proximate cause of Plaintiff's damages.

VIII.
KNOWLEDGE

42. Each of the acts described above, together and singularly, was done "knowingly" by Defendants as that term is used in the Texas Insurance Code and was a producing cause of Plaintiff's damages described herein.

IX.
DAMAGES

43. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the proximate and producing causes of the damages sustained by Plaintiff.

44. For breach of contract, Plaintiff is entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees.

45. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the Policy but for the wrongful denial, court costs, consequential damages not covered by Plaintiff's Policy and attorney's fees. For knowing conduct of the acts described above, Plaintiff asks for three times the actual damages. TEX. INS. CODE §541.152.

46. For noncompliance with the Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of the claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

47. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, and exemplary damages.

48. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

X.

49. In addition, as to any exclusion, condition, or defense pled by Defendants, Plaintiff would show that:

50. The clear and unambiguous language of the policy provides coverage for business interruption and other losses to the Property caused by losses made the basis of Plaintiff's claims;

51. In the alternative, any other construction of the language of the policy is void as against public policy;

52. Any other construction and its use by the Defendants violate the Texas Insurance Code section 541 et. seq. and is void as against public policy;

53. Any other construction is otherwise void as against public policy, illegal, and violates state law and administrative rule and regulation.

54. In the alternative, should the Court find any ambiguity in the policy, the rules of construction of such policies mandate the construction and interpretation urged by Plaintiff;

55. In the alternative, Defendants are judicially, administratively, or equitably estopped from denying Plaintiff's construction of the policy coverage at issue;

56. In the alternative, to the extent that the wording of such policy does not reflect the true intent of all parties thereto, Plaintiff pleads the doctrine of mutual mistake requiring reformation.

XI. REQUEST FOR DISCLOSURES

57. Pursuant to the Texas Rules of Civil Procedure 194, Plaintiff requests that Defendants provide the information required in a Request for Disclosure.

XII. FIRST REQUEST FOR PRODUCTION TO ALLSTATE

58. Pursuant to the Texas Rules of Civil Procedure 196, Plaintiff requests that Defendant Allstate provide the information required:

- 1) Produce the non-privileged portion of Allstate's complete claim file for Plaintiffs' Property relating to or arising out of Plaintiffs' losses for which Allstate opened a claim under the Policy.

- 2) Produce all emails and other forms of communication between Allstate, its agents, adjusters, employees, or representatives and the agent and adjuster, and/or their agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiffs' Policy and/or Property which are the subject of this suit.
- 3) Underwriting documents and communications, including but not limited to, any and all materials, documents, notations, files, reports, correspondence and/or other communications related to Plaintiffs' application/s for coverage, binders, proposals, and the issuance of the policy, including renewals thereof. This request also includes materials, determination and/or method for determining the forms and endorsements to be used in creating the policy. This request also includes information regarding the basis for rating and premium classifications used for Plaintiffs. Finally, this request includes any internal communications or guidelines regarding the handling and/or coverage positions of Defendant regarding business interruption and other claims related to the 2019 Novel Coronavirus and/or COVID-19.
- 4) Any and all documents and/or communications from Allstate or any parent, subsidiary or affiliated entities to any third-party, including but not limited to insurance agents and brokers, marketing and/or public relations firms, at any time after December 15, 2019, and relating in any way to coverage or exclusions or denials of coverage for civil authority or for business interruption or business income loss and/ or commercial property coverage mentioning or referencing the 2019 Novel Coronavirus, the pandemic, and/or COVID-19.

XIII.

FIRST REQUEST FOR PRODUCTION TO WONYAKU

59. Pursuant to the Texas Rules of Civil Procedure 196, Plaintiff requests that Defendant Wonyaku provide the information required:

- 1) Produce Wonyaku's complete claim or adjusting file for Plaintiff's claim.
- 2) Produce all emails and other forms of communication between Allstate, its agents, adjusters, employees, or representatives and Wonyaku and/or her agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the claim which is the subject of this suit. This request includes Documents and/or Communications relating to the handling of business interruption and other claims related to the 2019 Novel Coronavirus and/or COVID-19.

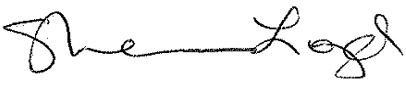
XIV.

60. WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendants be cited to appear and answer herein; that, on final hearing, Plaintiff have judgment against Defendants for an amount, deemed to be just and fair by the jury, which will be a sum within the

jurisdictional limits of this Court. FOR THE COURT: Plaintiff is forced to state a range amount of damages sought although Plaintiff believes that the amount of damages is solely for the jury to determine. However, because Plaintiff must state a range of damages, Plaintiff pleads that the damages will be more than \$100,000 but less than \$200,000. Plaintiff further pleads for costs of suit; for interest on the judgment; for pre-judgment interest; and, for such other and further relief, in law or in equity, either general or special, including the non-monetary relief of declaratory judgment against Defendants, to which Plaintiff may be justly entitled.

Respectfully submitted,

THE LOYD LAW FIRM, P.L.L.C.
12703 Spectrum Drive, Suite 201
San Antonio, Texas 78249
Telephone: (210) 775-1424
Facsimile: (210) 775-1410
Electronic Mail: shannon@theloydlawfirm.com

BY: 
SHANNON E. LOYD
State Bar No. 24045706

ATTORNEY FOR PLAINTIFF

PLAINTIFF REQUESTS A TRIAL BY JURY

Exhibit A



CUSTOMER NUMBER: 147673

RUN DATE: 11-05-19

ALFRED SHACKLETT
8131 IH 10 WEST 105
SAN ANTONIO, TX 78230-3875

LOUIS G. ORSATTI, DDS, P.C.
15303 HUEBNER RD
BLDG 14
SAN ANTONIO, TX 78248-0983

Go green. Go paperless.

Switch to **Paperless Delivery*** and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account**
on Allstate.com

*State exceptions may apply



BU114-3

Unofficial Copy 109001911056482617930101000010001051

Insured Full Copy

Policy 001



IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY
2775 SANDERS ROAD, SUITE E1W
NORTHBROOK, IL 60062

DATE: 11/05/2019

LOUIS G. ORSATTI, DDS, P.C.
15303 HUEBNER RD
SAN ANTONIO TX 782480983

POLICY NUMBER: 648261793
EFFECTIVE DATE OF RENEWAL: 01/16/2020

Dear Policyholder,

Thank you for being a valued Allstate Insurance Company customer. We hope you are completely satisfied with everything Allstate has to offer.

We want to let you know about a change related to your policy. Please note that with this renewal offer, your current annual premium will be increasing. Please see the **Notice of Policy Conditional Renewal** accompanying this letter.

While we know this isn't welcome news, we also want you to know that there are ways you can help manage your insurance costs without sacrificing quality Allstate Insurance Company coverage. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

ALFRED SHACKLETT
8131 IH 10 WEST 105
SAN ANTONIO TX 78230-3875
(210)547-8064





ALLSTATE INSURANCE COMPANY
2775 SANDERS ROAD
BUILDING D2W
NORTHBROOK IL 60062

NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

Producer: 44906

LOUIS G. ORSATTI, DDS, P.C.
15303 HUEBNER RD
BLDG 14
SAN ANTONIO TX 78248-0983

ALFRED SHACKLETT
8131 IH 10 WEST 105
SAN ANTONIO TX 78230-3875

Policy No.: 648261793
Type of Policy: COMMERCIAL PACKAGE POLICY
Date of Expiration: 01/16/2020; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following: **YOU MAY SEE AN INCREASE IN YOUR PREMIUM.**

Named Insured

LOUIS G. ORSATTI, DDS, P.C.
15303 HUEBNER RD
BLDG 14
SAN ANTONIO TX 78248-0983

Date Mailed:
9th day of December, 2019

AUTHORIZED REPRESENTATIVE

BU114-3

FORM# CR97TX51995
OPEN 3.0.19.08a

Copy for Named Insured

Policy 003R19ANY REAS
11052019MNNY
Page 1 of 1



Thank you for being a loyal Allstate Insurance Company customer – we're delighted to have you with us!

Dear Valued Customer,

Here's Your Allstate Business Insurance Renewal Offer

We're pleased to offer to continue your Allstate policy for another twelve months, so you can keep getting:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- The peace of mind of knowing your insurance provider is one of the most experienced in the industry

What's In This Package?

This package contains your insurance documents, including your Renewal Declarations Page—which lists your coverages, coverage limits, premiums and any discounts you're receiving. You'll want to review the Declarations Page to make sure you're comfortable with the coverage choices you've made. Keep in mind that policy documents may change, so you should carefully review them at each renewal.

Your Billing And Renewing

We will send you a payment notice in a separate mailing, which will list several convenient payment options. Please mail your payment to us by the due date indicated to ensure that you're protected.

Renewing your coverage is simple—just make sure we receive the required premium payment when it's due.

Have Questions?

Feel free to give your Allstate representative a call if you have any questions or if you see something that needs updating—coverages, limits, deductibles. Your Allstate representative will be happy to provide you with any additional information.

We Appreciate Your Business

Thank you for choosing Allstate. We appreciate the opportunity to help you protect what you have today and help prepare you for the future.

Sincerely,

Jamie Trish
President
Allstate Business Insurance
Allstate Insurance Company

Enclosures



2012 CRIME AND FIDELITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declarations for complete information on the coverages you are provided. If there is any conflict between the Policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the Policy that broaden or reduce coverage are highlighted below. This notice does not reference every editorial change made in your policy.

**CR 00 21 – COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)
CR 00 23 – COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)**

BROADENINGS OF COVERAGE

COMPUTER AND FUNDS TRANSFER FRAUD INSURING AGREEMENT

The separate Computer Fraud and Funds Transfer Fraud coverages are combined into one insuring agreement. This new insuring agreement covers loss resulting directly from a fraudulent entry of "electronic data" or "computer program" into, or change of "electronic data" or "computer program" within, any "computer system" owned, leased or operated by the insured; provided the fraudulent entry or fraudulent change causes "money", "securities" or "other property" to be transferred, paid or delivered; or the insured's account at a "financial institution" to be debited or deleted. The new insuring agreement emphasizes that loss resulting from the incidental use of a computer, for example to generate false documents, is not intended to be covered.

DEFINITION OF "FRAUDULENT INSTRUCTION"

This definition was enhanced by delineating which of its provisions apply specifically to the Computer And Funds Transfer Fraud insuring agreement's computer fraud coverage and which apply specifically to its funds transfer fraud coverage. The definition has several new provisions in which "fraudulent instruction" is further defined as an instruction directing a "financial institution" to debit the insured's "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account". Finally, to track with an update to the Funds Transfer Fraud coverage, the definition explicitly covers a "fraudulent instruction" issued by a computer software contractor to an "employee" of the insured who is not in collusion with the software contractor.

REDUCTIONS OF COVERAGE

AUTHORIZED ACCESS EXCLUSION

This new exclusion applies to loss under the new Computer And Funds Transfer Fraud insuring agreement due to "the fraudulent entry of, or change to, 'electronic data' or a 'computer program', by a person or organization authorized to access the insured's computer system, except for computer software contractors".

EXCHANGES OR PURCHASES EXCLUSION

This exclusion, which applies to loss from the giving or surrendering of covered property in any purchase or exchange, originally applied only to the inside and outside the premises Insuring Agreements A.3., A.4. and A.5. It now also applies to the new Computer And Funds Transfer Fraud Insuring Agreement A.6. for purchase and exchange transactions done by computer.

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TRANSFER OR SURRENDER OF PROPERTY EXCLUSION

The phrase, "including but not limited to" has been added to the exclusion as an all encompassing statement. A new type of extortion threat "to disseminate, divulge or utilize confidential or personal information of another person or organization" has been added. Coverage of extortion threats may be covered under the separate Kidnap/Ransom And Extortion Coverage Form – **CR 00 40**, the Kidnap/Ransom And Extortion Policy – **CR 00 41** and the Extortion – Commercial Entities Endorsement **CR 04 03**.

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IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Allstate Insurance Company's toll-free telephone number for information or to make a complaint at

1-855-552-6636

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for your information only and does not become a part or condition of the attached document.



IMPORTANT NOTICE

Texas Policyholders

Dear Policyholder:

You may also need to consider the purchase of flood insurance. Your insurance policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses by a flood.

Please discuss the need to purchase separate flood insurance coverage with your insurance agent or insurance company or visit www.floodsmart.gov.



Important Information About Your Policy – Asbestos Exclusion.

Your policy does not include coverage for Asbestos. Please see endorsement AL CW 01 11 09 Exclusion – Asbestos for details.



ALLSTATE INSURANCE COMPANY

To: General Liability and/or Professional Liability and/or Hired Auto Liability and/or Employee Non-Owned Auto Liability Insurance Policyholders

Subject: Accident Prevention/Loss Control Services

The insurance laws of the state of Texas make provisions for the availability of accident prevention services to General Liability Insurance and/or Professional Liability Insurance and/or Hired Auto Liability Insurance and/or Employee Non-Owned Auto Liability Insurance policyholders at no cost.

Enclosed is a list of Loss Control Services available to assist you with your safety efforts. These services can be tailored to your specific safety needs. These services include:

- Surveys
- Recommendations
- Training
- Consultations
- Analyses of accident causes

For further information on these Loss Control Services contact the office listed below:

Loss Control Coordinator
Allstate Insurance Company
2775 Sanders Road, D2W
Northbrook, IL 60062
Phone: 1-800-877-6998



LOSS CONTROL SERVICES

To aid in your efforts to prevent accidents and minimize accident losses, the following professional loss control consultation services are available to our policyholders at no additional charge:

1. **Identification and evaluation of exposures to accidents and losses.**
2. **Evaluation of existing loss control methods and procedures.**
3. **Development, Implementation and re-evaluation of loss control Improvements.**

Specific Loss Control Services available include:

People Safety (general public)

- **Analysis of past accidents and losses to determine loss control needs.**
- **On site evaluation and recommendations for hazard control Improvement.**
- **Evaluation of safety management policies and procedures and recommendations for Improvement.**
- **Safety training and materials.**

Property Safety (real and personal property)

- **Evaluations of sprinkler Installations.**
- **Evaluation of the fire protection water supplies.**
- **Evaluation of fixed fire extinguishing systems.**
- **Evaluation of emergency procedures.**
- **Evaluation and Implementation of a fire protection Impairment program.**

Automobile Safety

- **Analysis of past accidents and losses to determine 1088 control needs.**
- **Evaluation of driver selection methods and procedures.**
- **Evaluation of vehicle maintenance programs.**
- **Evaluation of safety management policies and procedures and recommendations for Improvement.**
- **Driver safety training and materials.**

If you are interested in discussing any of these services, contact your Loss Control Coordinator or Agent.



Policy Number
648261793

COMMON POLICY DECLARATIONS
Allstate Insurance Company
 2775 Sanders Road, Northbrook, IL 60062
A STOCK INSURANCE COMPANY

Item 1. Named Insured and Mailing Address LOUIS G. ORSATTI, DDS, P.C. 15303 HUEBNER RD BLDG 14 SAN ANTONIO TX 78248-0983	Agent Name and Address ALFRED SHACKLETT 8131 IH 10 WEST 105 SAN ANTONIO TX 78230-3875
Item 2. Policy Period From: 01-16-2020 To: 01-16-2021 at 12:01 A.M., Standard Time at your mailing address shown above.	
Item 3. Business Description: Form of Business: CORPORATION	
Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
Coverage Part(s)	Premium
Commercial Property Coverage Part	\$ 4,047.00
Commercial General Liability Coverage Part	\$ 454.00
Crime and Fidelity Coverage Part	\$ 31.00
Commercial Inland Marine Coverage Part	\$ 48.00
Commercial Auto (Business or Truckers) Coverage Part	
Commercial Garage Coverage Part	
Terrorism Risk Insurance Act Coverage	\$ 82.00
Total Policy Premium	
	\$ 4,662.00
Item 5. Forms and Endorsements Form(s) and Endorsement(s) made a part of this policy at time of issue: See Schedule of Forms and Endorsements	

SEE THE IMPORTANT PAYMENT INFORMATION FORM FOR DETAILS ABOUT PAYMENT OPTIONS

Countersigned:

 Date: 11-05-19

 By: ALFRED SHACKLETT
 Authorized Representative


THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

82712582

ЭЛЕМЕНТАРНОЕ УЧЕБНОЕ ПОСОБИЕ

A STOCK INSURANCE COMPANY
575 S. Paulina Road, Northbrook, IL 60062
WILLIAMS INSURANCE COMPANY

Adapted from: *Journal of the American Medical Association*, 1997; 277: 100-105.

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Environ Biol Fish (2015) 98:1031–1040

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© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 395–402

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Abstract

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SEE THE IMPORTANT PAYMENTS SECTION FOR DETAILS ABOUT PAYMENT OPTIONS

Appendix 2

DECEMBER 1997

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Journal of Management Education 36(7)

DOI: 10.1002/for

Important Payment Information – Please Read Carefully.

Total Premium for the Policy Period

If you pay in installments*	\$4,662.00
If you pay in full (includes FullPay® Discount)**	\$4,233.00

Choose one of the following types of payment plans that best meets your needs:

* **Pay in installments.** You will be sent a bill each month. The minimum amount due on each billing statement will include a \$6.00 installment fee. The installment fee may vary by payment method – see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.

** **Pay your premium in full and receive the FullPay® Discount.** The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To qualify for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

Ways to pay

- **Pay using the Allstate® Easy Pay Plan.** You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount – contact your Allstate representative.)
- **Pay using Recurring Credit Card (RCC).** You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$6.00 installment fee for each Recurring Credit Card payment.
- **Call or Visit your Allstate Agent or Send by Mail.** You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- **On-Line Banking.** Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

Note: If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.

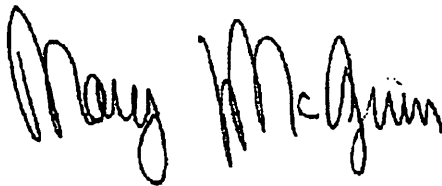


POLICY NUMBER: 648261793

MULTILINE
AM CW 02 11 09

WITNESS CLAUSE

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary
and its President at Northbrook, Illinois



Mary Jovita McGinn

Secretary



Thomas J. Wilson

President

Countersigned by : ALFRED SHACKLETT, Authorized Representative



Your Allstate Agency

Allstate relies on thousands of local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies represent Allstate and provide numerous services to customers on its behalf. Agencies are paid a commission by the company for selling and servicing Allstate's insurance policies and may be eligible to receive additional compensation and rewards based on performance.



ALLSTATE CLAIM REPORTING

To report a claim on your Allstate Business Insurance policy, you may contact your agent for assistance or you may report your claim directly by contacting us at the following phone numbers.

To report a claim for:

Commercial Property/Casualty policies: 1(800) 359-1000



Policy Number
648261793
SCHEDULE OF FORMS AND ENDORSEMENTS
Allstate Insurance Company

Named Insured LOUIS G. ORSATTI, DDS, P.C.

Effective Date: 01-16-20

12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

COMMON POLICY FORMS AND ENDORSEMENTS

XM TX 31	09-19	NO FLOOD COVERAGE
DM CW 02	01-10	COMMON POLICY DECLARATIONS
XM CW 13	02-15	IMPORTANT PAYMENT INFORMATION
AM CW 02	11-09	WITNESS CLAUSE
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
DM CW 14	01-10	SCHEDULE OF LOCATIONS
AM CW 01	11-09	AMENDATORY ENDORSEMENT
IL 00 17	11-98	COMMON POLICY CONDITIONS
*IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 09 85	01-15	DISCLOSURE PURSUANT/TERROR RISK INS ACT
*IL 01 68	03-12	TEXAS CHANGES-DUTIES
*IL 01 71	09-07	TEXAS CHANGES-LOSS PAYMENT
*IL 02 75	11-13	TEXAS CHANGES-CANC & NONRENL
*IL 02 88	09-07	TEXAS CHANGES-CANC & NONRENL
*IL 00 03	09-08	CALCULATION OF PREMIUM
*IL 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES
*IL 09 52	01-15	CAP/LOSSES FROM CERTIFIED ACTS OF TERROR

PROPERTY FORMS AND ENDORSEMENTS

DP CW 12	01-10	COMM PROPERTY COV PART SUPP DEC
DP CW 40	01-10	SCHEDULE OF LOSS PAYEE(S)
XP CW 07	09-17	2017 PROPERTY MULTISTATE ADVISORY NOTICE
*CP 00 10	10-12	BUILDING & PERSONAL PROPERTY COVERAGE
*CP 00 30	10-12	BUSINESS INCOME COVERAGE (&/EX EXP)
*CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
*AP CW 35	01-17	VACANCY
AP CW 10	11-09	WATER DAMAGE ENDORSEMENT
*HP CW 03	01-15	EQUIPMENT BREAKDOWN COVERAGE FORM
*CP 01 42	03-12	TEXAS CHANGES
*HP TX 05	01-15	TEXAS CHANGES
*CP 01 40	07-06	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
CP 03 21	10-12	WINDSTORM OR HAIL PERCENTAGE DED
CP 10 30	09-17	CAUSES OF LOSS - SPECIAL FORM
CP 10 34	10-12	EXCL OF LOSS DUE TO PROD OR PROC OPER
CP 12 18	10-12	LOSS PAYABLE PROVISIONS
*AP CW 04	01-15	MARIJUANA EXCLUSION

GENERAL LIABILITY FORMS AND ENDORSEMENTS

DL CW 22	01-10	COMM GENERAL LIABILITY COVERAGE SUPP DEC
DL CW 12	01-10	COMM GENERAL LIABILITY COVERAGE SCHEDULE
*CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
*AL CW 04	01-15	MARIJUANA EXCLUSION
AL CW 26	01-15	ENOC AND HIRED AUTO COVERAGE FORM
*CG 01 03	06-06	TEXAS CHANGES
*CG 26 46	04-99	TEXAS ABUSE OR MOLESTATION EXCLUSION
*CG 32 08	12-04	TX CHANGES - BINDING ARBITRATION
*AL CW 01	11-09	EXCLUSION ASBESTOS
CG 20 28	04-13	ADDL INSD-LESSOR OF LEASED EQUIPMENT
*CG 20 34	04-13	ADDL INSD-LESSOR OF LEASED EQUI
*CG 21 06	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
*CG 21 09	06-15	EXCLUSION - UNMANNED AIRCRAFT



Policy Number
648261793**SCHEDULE OF FORMS AND ENDORSEMENTS****Allstate Insurance Company**

Named Insured LOUIS G. ORSATTI, DDS, P.C.

Effective Date: 01-16-20

12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

*CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
*CG 21 71	01-15	EXCL OTHR ACTS OF TERROR O/S US
*CG 21 96	03-05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 22 44	04-13	EXCL - HEALTH CARE PROVIDER SERVICES
*CG 24 13	04-13	AMDT OF PERSONAL & ADV INJURY DEFINITION
*CG 26 39	12-07	TX CHANGES-EMPLOY RELATED PRACTICES EXCL

CRIME FORMS AND ENDORSEMENTS

DC CW 01	08-13	CRIME AND FIDELITY DEC (COMML ENTITIES)
*CR 00 21	11-15	COMM'L CRIME COV FORM (LOSS SUSTAINED)
*CR 20 12	10-10	BINDING ARBITRATION
*CR 01 99	10-10	TEXAS CHANGES - LEGAL ACTION AGAINST US

INLAND MARINE FORMS AND ENDORSEMENTS

DI CW 20	01-10	COMM INLAND MARINE COV PART SUPP DEC
DI CW 26	01-10	COMMERCIAL SIGNS SUPP DEC
*CM 00 01	09-04	COMMERCIAL IM CONDITIONS
*CM 00 28	01-13	SIGNS COVERAGE FORM
*CM 01 12	09-13	TX CHANGES

* These forms are part of this policy but are not printed



Policy Number
648261793**SCHEDULE OF LOCATIONS**
Allstate Insurance Company

Named Insured LOUIS G. ORSATTI, DDS, P.C.

Effective Date: 01-16-20
12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	15303 HUEBNER RD, BLDG 14, SAN ANTONIO, TX 78248-0983	NON GOV OFFICE



Important Notice – Customer-Requested Cancellation

When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.5. of the Common Policy Conditions (IL 00 17). 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.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an **administrative fee also known as a short-rate fee of 10% of the unearned premium.**

*The following is an **example** of the administrative fee calculation, when the refund is less than pro rata:*

An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).

Annual Policy Premium: \$1,200 30 days of coverage

Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)

Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)

\$1,200 x .826 = \$991.00 Return Premium



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS FORM IL 00 17

The following provisions have been added:

What Law Will Apply

This policy is issued in accordance with the laws of the State of Texas and covers property or risks principally located in the State of Texas. Subject to the following paragraph, the laws of the State of Texas shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other accidental event for which coverage applies under this policy happens outside the State of Texas, claims or disputes regarding that covered loss to property, or any other covered accidental event may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered accidental event happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the State of Texas. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the State of Texas, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other accidental event for which coverage applies under this policy happens outside the State of Texas, lawsuits regarding that covered loss to property, or any other covered accidental event may also be brought in the judicial district where that covered loss to property, or any other covered accidental event happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

All other policy terms, conditions, and exclusions apply.



COMMON POLICY CONDITIONS

All Coverage Parts included in 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. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 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. 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.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



POLICY NUMBER:

648261793

IL 09 85 01 15

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) \$82.00**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):****Additional information, if any, concerning the terrorism premium:**

SCHEDULE – PART II

Federal share of terrorism losses 80% **% Year: 20** 20
(Refer to Paragraph B. in this endorsement.)**Federal share of terrorism losses** _____ **% Year: 20** _____
(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.



Policy Number
648261793

**COMMERCIAL PROPERTY COVERAGE PART
 SUPPLEMENTAL DECLARATIONS**

Allstate Insurance Company

Named Insured LOUIS G. ORSATTI, DDS, P.C.

Effective Date: 01-16-20
 12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

Item 1. Business Description:

Item 2. Premises Described: **See Schedule of Locations**

Item 3. \$500 Deductible unless otherwise indicated.

Item 4. Coverage Provided

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
001	001	BUILDING NON-COMBUSTIBLE	\$ 398,730	SPECIAL	100

Other Provisions

☐ **Agreed Value:** Expires: ☒ **Replacement Cost**
☐ **Business Income Indemnity:** Monthly Limit: Period: Maximum ☐ **Actual Cash Value**
 Extension of Recovery Period: Months or Days ☒ **Inflation Guard:** 6 %
 Deductible: \$ 1,000 Earthquake Deductible: % Exceptions

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
001	001	BUSINESS PERS PROP NON-COMBUSTIBLE	\$ 450,000	SPECIAL	100

Other Provisions

☐ **Agreed Value:** Expires: ☒ **Replacement Cost**
☐ **Business Income Indemnity:** Monthly Limit: Period: Maximum ☐ **Actual Cash Value**
 Extension of Recovery Period: Months or Days ☐ **Inflation Guard:** %
 Deductible: \$ 1,000 Earthquake Deductible: % Exceptions

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
001	001	BUSINESS INCOME NON-COMBUSTIBLE	\$ 250,000	SPECIAL	100

Other Provisions

☐ **Agreed Value:** Expires: ☐ **Replacement Cost**
☐ **Business Income Indemnity:** Monthly Limit: Period: Maximum ☐ **Actual Cash Value**
 Extension of Recovery Period: Months or Days ☐ **Inflation Guard:** %
 Deductible: Earthquake Deductible: % Exceptions

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements



THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



Policy Number
648261793

SCHEDULE OF LOSS PAYEE(S)
Allstate Insurance Company

Named Insured LOUIS G. ORSATTI, DDS, P.C.

Effective Date: 01-16-20
12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

Loc. No.	Bldg. No.	Loss Payee Name and Mailing Address
001/001		BANK OF AMERICA NA ISAOA 600 N CLEVELAND AVE STE 300 WESTERVILLE, OH 43082-6926



COMMERCIAL PROPERTY COVERAGE PART – REVISION OF MULTISTATE FORMS AND ENDORSEMENTS ADVISORY NOTICE TO POLICYHOLDERS

This Notice, which summarizes the major changes in your Commercial Property insurance, does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This Notice does not reference every editorial change made in your policy.

The material in this Notice makes reference to form and endorsement numbers; **however, not all forms and endorsements are included in a particular policy.**

BROADENING OF COVERAGE

- **Water Damage (CP 10 30)**

Causes Of Loss – Special Form CP 10 30 excludes wear and tear, but provides that, if wear and tear results in a "specified cause of loss", such resulting loss is covered. "Specified causes of loss", a defined term, includes, in part, accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe under certain circumstances.

The language relating to such incidents is revised to include reference to the section of pipe that is connected to certain off-premises water supply or sewer systems. Further, the language is revised to remove reference to municipal systems in favor of reference to potable water supply systems and sanitary sewer systems operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

- **Building Items Coverage Under A Tenant's Policy (CP 14 01, CP 14 02)**

The following endorsements address the situation in which a commercial tenant has a contractual obligation under the lease agreement for their rental space, to insure (or assume responsibility for reimbursement of damage to) certain property that is part of the building.

- Endorsement CP 14 01 broadens coverage under a tenant's policy by adding certain building items as insured property. Insured building property is described in the Schedule of this endorsement.
- Endorsement CP 14 02 broadens coverage under a tenant's policy by adding a specified category or categories of building property as insured property, in accordance with the terms of the endorsement.

Note: If your policy previously covered building glass under Endorsement CP 14 70, such coverage, if continued, will now be provided under either Endorsement CP 14 01 or CP 14 02.

- **Burglary And Robbery Protective Safeguards (CP 12 11)**

This endorsement generally requires the insured to notify the insurer of suspension or impairment of a protective system. An exception to that requirement provides that notification is not necessary with respect to suspension or impairment of an automatic burglary alarm or other automatic system if protection can be restored within 48 hours and the insured provides at least one watchperson or other means of surveillance during non-work hours and whenever the premises are otherwise unoccupied (and during work hours if so required in the Schedule).

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- **Ordinance Or Law Coverage — Post-Loss Change To Building Code (CP 04 05, CP 15 31)**

The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

- **Ordinance Or Law Coverage For Tenant's Interest In Improvements And Betterments (Tenant's Policy) (CP 04 26)**

New Endorsement CP 04 26 provides Ordinance Or Law Coverage under a tenant's policy for improvements and betterments. Coverage(s) A, B and/or C apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option described above.

CONDITIONAL: BROADENING OR REDUCTION OF COVERAGE, OR NO IMPACT

- **Utility Services — Time Element (CP 15 45)**

Business interruption policy Forms CP 00 30 (Business Income And Extra Expense Coverage Form) and CP 00 32 (Business Income Without Extra Expense Coverage Form) provide for a 72-hour "waiting" period prior to inception of the period of restoration for Business Income losses by means of a period of restoration definition, which also applies to utility services coverage under Endorsement CP 15 45. (Alternately, some business interruption policies might be written with no waiting period or a 24-hour waiting period, instead of 72 hours.)

As revised, the Schedule of Endorsement CP 15 45 provides for entry of an independent waiting period for Business Income losses arising from utility services interruption, that is, a waiting period which could be different from the policy's waiting period. One of the following waiting periods apply to Business Income coverage under Endorsement CP 15 45, subject to entry in the Schedule of that endorsement: no-waiting-period; 12 hours; 24 hours; 48 hours; 72 hours; 96 hours; 120 hours; 144 hours; 168 hours. Accordingly, coverage under Endorsement CP 15 45 is impacted as follows:

There is no impact on coverage with respect to continuation of the 72-hour base waiting period.

There is no impact on coverage with respect to continuation of the 24-hour waiting period and no-waiting-period, for policies that were previously written with those same periods.

The new 12-hour waiting period and 48-hour waiting period would broaden Business Income utility services coverage that was previously written subject to the 72-hour base waiting period.

The new waiting periods of 96, 120, 144 and 168 hours would reduce Business Income utility services coverage that was previously written subject to the 72-hour base waiting period.

REDUCTION OF COVERAGE

- **Protective Safeguards (CP 04 11)**

A new condition is added to Paragraph A.: An automatic fire alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position at all times. This explicit requirement recognizes that a protective safeguard that is not activated does not provide protection and as such does not fulfill the expectation that is integral to our acceptance of the risk.

NOTE TO INSURER: The additional condition is consistent with our understanding of the traditional application of this endorsement. However, with respect to insurers that have provided coverage in situations in which protective systems were in working order but not actively engaged, the explicit requirement for active engagement represents a potential reduction in coverage.

- **Burglary And Robbery Protective Safeguards (CP 12 11)**

A new condition is added to Paragraph A.: An automatic burglary alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position during all non-work hours and whenever the premises are unoccupied. This explicit requirement recognizes that a protective safeguard that is not activated does not provide protection and as such does not fulfill the expectation that is integral to our acceptance of the risk.

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A related condition enables use of the Schedule to specify additional requirements for activation of an automatic burglary alarm or other automatic system, or parts thereof. For example, some establishments might have valuable property that is to be protected even during business hours.

NOTE TO INSURER: The additional condition is consistent with our understanding of the traditional application of this endorsement. However, with respect to insurers that have provided coverage in situations in which protective systems were in working order but not actively engaged, the explicit requirement for active engagement represents a potential reduction in coverage.

OTHER CHANGES

- **Protective Safeguards (CP 04 11) and Burglary And Robbery Protective Safeguards (CP 12 11)**

These endorsements are reformatted. The requirements that were previously addressed in exclusions in Paragraph B. were moved to Paragraph A. New Paragraph B. restates the exclusions as failure to comply with the conditions set forth in Paragraph A.

- **Ordinance Or Law Coverage (CP 04 05)**

Coverage A (loss to the undamaged portion of the building) is included within the Limit of Insurance that applies to the building. In the Coverage A grant and in the Loss Payment provisions addressing Coverage A, reference to the Limit of Insurance is elaborated upon to recognize that the building limit might appear in the Declarations or elsewhere in the policy. Further, the aforementioned Loss Payment clause is revised to explicitly convey the information that the building limit in the event of earthquake or flood loss (if such perils are endorsed to the policy) may be lower than the limit that otherwise applies. Such elaboration is being made in light of the fact that it is not uncommon in the marketplace for earthquake and flood, if covered, to be written at a sub-limit.

Editorial revisions and changes to format are made throughout Endorsement CP 04 05 to accommodate the new Post-Loss Ordinance Or Law Option and enhance the flow of text. In some areas, reference to property is replaced with reference to the building to more precisely reference the subject of coverage. Further, the provision in Paragraph B.7. previously appeared in Paragraph G.

- **Ordinance Or Law — Increased Period Of Restoration (CP 15 31)**

Endorsement CP 15 31 is revised to align the description of an ordinance or law with the description in Endorsement CP 04 05. Further, certain references to property are replaced with reference to the building to reflect the subject of the ordinance or law.

The coverage grant in CP 15 31 is streamlined by referring to a suspension of operations covered under the policy and incorporating the substance of what was previously the closing paragraph of the period of restoration definition in this endorsement. That definition is eliminated within Endorsement CP 15 31 as the remaining portion is identical to that in the underlying policy.

POLICY NUMBER: 648261793

COMMERCIAL PROPERTY

AP CW 10 11 09

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

WATER BACK-UP AND SUMP OVERFLOW

When the Policy Declarations indicates that **Water Back-Up and Sump Overflow** applies, the following limits modifies **your** policy

This endorsement applies only when insurance is provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM**

SCHEDULE

Premises Number	Premise Annual Aggregate Limit Of Insurance
001/001	\$ 179,200.00

I. The following changes apply to: **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CP 00 10:**

A. We will pay for direct physical loss or damage to property, covered under **A. Coverage**, under 1. **Covered Property**, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment. We will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. We do not cover loss or damage resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or



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AP CW 10 11 09 Allstate Insurance Company

Page 1 of 2

Policy 031

2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- C. The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Premise Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement.

The applicable Premise Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property. If loss payment for the first such occurrence does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

II. The following changes apply to: **CAUSES OF LOSS – SPECIAL FORM, CP 10 30**:

- A. When the Policy Declarations indicates that **Water Back-Up and Sump Overflow** applies, for the scheduled premises only, under, **B. Exclusion**, item **g. Water** is deleted and replaced by the following:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings;
- (4) Waterborne material carried or otherwise moved by any of the water referred to the above Paragraphs (1) through (3), or material carried or otherwise moved by mudslide or mud-flow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (4), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But, if any of the above, in Paragraphs (1) through (4), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

All other policy terms, conditions, and exclusions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Windstorm Or Hail Deductible Percentage – Enter 1%, 2% Or 5%
001	001	1%

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

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) Of Insurance are shown in the Declarations.

**WINDSTORM OR HAIL DEDUCTIBLE
CALCULATIONS****A. Calculation Of The Deductible – All Policies**

1. A Deductible is calculated separately for, and applies separately to:
 - a. Each building that sustains loss or damage;
 - b. The personal property at each building at which there is loss or damage to personal property; and
 - c. Personal property in the open.

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

2. 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, after any reduction required by any of the following: Coinsurance Condition; Agreed Value Optional Coverage; or any provision in a Value Reporting Form relating to full reporting or failure to submit reports.



3. 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.

B. Calculation Of The Deductible — Specific Insurance Other than Builders' Risk

1. Property Not Subject To Value Reporting Forms

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

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used is the latest value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the full value(s) of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit(s) of Insurance.

C. Calculation Of The Deductible — Blanket Insurance Other Than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used is that shown in the most recent Statement of Values on file with us.

2. Property Subject To Value Reporting Forms

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

D. Calculation Of The Deductible — Builders' Risk Insurance

1. Builders' Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the actual cash value(s) of that property as of the time of loss or damage.

2. Builders' Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used is the actual cash value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the actual cash value(s) of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value(s) as of the report date.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value(s) of the property as of the time of loss or damage.

Examples — Application Of Deductible

Example 1 — Specific Insurance (B.1.)

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the Coinsurance requirement is \$80,000 (80% of \$100,000).

The actual Limit of Insurance on the damaged building is \$70,000.

The Deductible is 1%.

Step (1): $\$70,000 \div \$80,000 = .875$

Step (2): $\$60,000 \times .875 = \$52,500$

Step (3): $\$70,000 \times 1\% = \700

Step (4): $\$52,500 - \$700 = \$51,800$

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

Example 2 – Specific Insurance (B.1.)

The amounts of loss to the damaged property are \$60,000 (Building) and \$40,000 (Personal Property in building).

The value of the damaged building at time of loss is \$100,000. The value of the personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the Coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the personal property.

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property (therefore, no Coinsurance penalty).

The Deductible is 2%.

Building

Step (1): $\$80,000 \times 2\% = \$1,600$

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

Personal Property

Step (1): $\$64,000 \times 2\% = \$1,280$

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

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

Example 3 – Blanket Insurance (C.1.)

The sum of the values of Building 1 (\$500,000), Building 2 (\$500,000) and Building 3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The actual Blanket Limit Of Insurance covering Buildings 1, 2, and 3, shown in the Declarations, is \$1,800,000 (therefore, no Coinsurance penalty).

Buildings 1 and 2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building 1) and \$20,000 (Building 2).

The Deductible is 2%.

Building 1

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$40,000 - \$10,000 = \$30,000$

Building 2

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$20,000 - \$10,000 = \$10,000$

The most we will pay is \$40,000. The portion of the total loss not covered due to application of the Deductible is \$20,000.

Example 4 – Blanket Insurance (C.1.)

The sum of the values of Building 1 (\$500,000), Building 2 (\$500,000), Personal Property at Building 1 (\$250,000) and Personal Property at Building 2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,350,000 (90% of \$1,500,000).

The actual Blanket Limit Of Insurance covering Buildings 1 and 2 and Personal Property at Buildings 1 and 2, shown in the Declarations, is \$1,350,000. Therefore, there is no Coinsurance penalty.

Building 1 and Personal Property at Building 1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Personal Property).

The Deductible is 5%.

Building

Step (1): $\$500,000 \times 5\% = \$25,000$

Step (2): $\$95,000 - \$25,000 = \$70,000$

Personal Property

Step (1): $\$250,000 \times 5\% = \$12,500$

The loss, \$5,000, does not exceed the Deductible.

The most we will pay is \$70,000. The remainder of the building loss, \$25,000, is not covered due to application of the Deductible. There is no loss payment for the personal property.



CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

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 or compliance with 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.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

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.

With respect to coverage for Volcanic Action as set forth in (5)(a), (5)(b) and (5)(c), 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 or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.



c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from 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 Coverage Part.

d. Nuclear Hazard

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

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The 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.

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 (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;

- (b) Basements, whether paved or not; or

- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

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

But if "fungus", 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:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

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

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

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

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

d.(1) Wear and tear;

- (2) Rust or other corrosion, 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) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

- (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 an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. 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. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.**



g. 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.

h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

i. 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.

j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. 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, 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.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

- (3) Any increase of loss caused by or resulting from:

- (a) 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

- (b) 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" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a., Ordinance Or Law, does not apply to insurance under this Coverage Form.

- (2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph B.1.a. Ordinance Or Law;
- (b) Paragraph B.1.c. Governmental Action;
- (c) Paragraph B.1.d. Nuclear Hazard;
- (d) Paragraph B.1.e. Utility Services; and
- (e) Paragraph B.1.f. War And Military Action.

- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.



5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. 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.
 - b. 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.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

 - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

- (2) To Business Income Coverage or to Extra Expense Coverage.
3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
- a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious 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.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in D.1. through D.7.

1. For the purpose of this Additional Coverage, Collapse, abrupt 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.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in 2.a. or 2.b.;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.
3. This **Additional Coverage – Collapse** does not apply to:
- a. A building or any part of a building that is in danger of falling down or caving in;
 - b. A part of a building that is standing, even if it has separated from another part of the building; or
 - c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
4. 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 an abrupt collapse is caused by a cause of loss listed in 2.a. through 2.d., we will pay for loss or damage to that property only if:

(1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and

(2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt 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 of personal property was caused by a cause of loss listed in 2.a. through 2.d.;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in 4., regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in D.1. through D.7.

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur 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:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", 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 "fungus", wet or dry rot or bacteria are present.

3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. 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) and Flood 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 "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, 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 "fungus", 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 "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations"; but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. 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. This Coverage Extension does not increase the Limit of Insurance.



3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension F.3. does not increase the Limit of Insurance.

G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "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 sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss 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:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS (RENTAL PROPERTIES)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Premises Number	Building Number	Description Of Rental Unit
001	001	Any rental unit (s) located in any building (s) to which this insurance applies

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

- A.** The terms of this endorsement apply to the rental unit(s) described in the Schedule, and to the building(s) in which such unit(s) is located, including any contents of such unit(s) and building(s), all of which constitute the described premises for the purpose of this endorsement.
- B.** We will not pay for loss or damage to the described premises, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental unit(s) described in the Schedule. This exclusion applies regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.
- C.** If the loss or damage described in Paragraph **B.** results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the business income and/or extra expense forms listed in this endorsement, or under any other business interruption insurance if provided under this policy.
- D.** The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.



POLICY NUMBER: 648261793

COMMERCIAL PROPERTY
CP 12 18 10 12
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Location Number:	Building Number:		Applicable Clause (Enter C.1., C.2., C.3. or C.4.):	
Description Of Property: Loss Payee Name: Loss Payee Address:				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.
- C.** The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

1. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- Adjust losses with you; and
- Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear

2. Lender's Loss Payable Clause

- a.** The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- (1) Warehouse receipts;
- (2) A contract for deed;
- (3) Bills of lading;
- (4) Financing statements; or
- (5) Mortgages, deeds of trust, or security agreements.

- b.** For Covered Property in which both you and a Loss Payee have an insurable interest:

- (1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.



(2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

(3) If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (a) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

(4) If we pay the Loss Payee 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 Coverage Part:

- (a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

c. If we cancel this policy, we will give written notice to the Loss Payee 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.

d. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

3. Contract Of Sale Clause

a. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered into a contract with for the sale of Covered Property.

b. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

(1) Adjust losses with you; and

(2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

c. The following is added to the **Other Insurance** Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

4. Building Owner Loss Payable Clause

a. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building in which you are a tenant.

b. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.

c. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.



Policy Number
648261793

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
 SUPPLEMENTAL DECLARATIONS**

Allstate Insurance Company

Named Insured **LOUIS G. ORSATTI, DDS, P.C.**

Effective Date: **01-16-2020**
 12:01 A.M., Standard Time

Agent Name **ALFRED SHACKLETT**

Item 1. Business Description:

Item 2. Limits of Insurance

Coverage	Limit of Liability	
Aggregate Limits of Liability	INCLUDED	Products/Completed Operations Aggregate
	\$ 2,000,000	General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	\$ 1,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage To Premises Rented To You	\$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	\$ 5,000	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

Item 3. Retroactive Date (Not Applicable in New York)

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

(Enter Date or "None" if no Retroactive Date applies)

Item 4. Form of Business and Location of Premises

Forms of Business: **CORPORATION**
 Location of All Premises You Own, Rent or Occupy:
See Schedule of Locations

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 6. Premiums

Coverage Part Premium: **\$ 455.00**

Other Premium:

Total Premium: **\$ 455.00**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



Policy Number
648261793

COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE
Allstate Insurance Company

Named Insured LOUIS G. ORSATTI, DDS, P.C.

 Effective Date: 01-16-20
 12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

Item 5. Location of Premises

 Location of All Premises You Own, Rent or Occupy:
See Schedule of Locations

Code No. 49950	Premium Basis Flat Charge	Premises/Operations	
Location ALL	Exposure	Rate	Premium
Classification: Additional Insured			
		Products/Completed Operations	
		Rate	Premium
			\$ 25.00
Code No. 49950	Premium Basis Flat Charge	Premises/Operations	
Location ALL	Exposure	Rate	Premium
Classification: Additional Insured			
		Products/Completed Operations	
		Rate	Premium
			\$ 25.00
Code No. 6601	Premium Basis Number of Employees	Premises/Operations	
Location ALL	Exposure 0 - 25	Rate	Premium
Classification: Employee Non-Owned Auto Liability			\$ 96.00
		Products/Completed Operations	
		Rate	Premium
Code No. 66561	Premium Basis Square Feet	Premises/Operations	
Location 001/001	Exposure 3,000	Rate	Premium
Classification: MEDICAL OFFICES (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		102.700	\$ 308.00
		Products/Completed Operations	
		Rate	Premium
			INCL



BU114-3

DL CW 12 01 10

 Allstate Insurance Company
 Insured Full Copy

Policy 050

Policy Number
648261793

COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE

Allstate Insurance Company

Named Insured LOUIS G. ORSATTI, DDS, P.C.

Effective Date: 01-16-20
12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

Item 5. Location of Premises

Location of All Premises You Own, Rent or Occupy:
See Schedule of Locations

Code No. 66561	Premium Basis Square Feet	Premises/Operations	
Location 001/001	Exposure 3,000	Rate .004	Premium \$ 1.00
Classification: TERRORISM		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

Policy Number 648261793

General Liability Coverage

AL CW 26 01 15

**EMPLOYER'S NON-OWNERSHIP AUTOMOBILE
HIRED AUTOMOBILE LIABILITY COVERAGE FORM**

THIS FORM IS SUBJECT TO THE DECLARATIONS AND THE APPLICABLE GENERAL
CONDITIONS, SCHEDULE AND ENDORSEMENTS OF THE POLICY THAT IT IS PART OF.

SCHEDULE

Coverage	Additional Premium
a. Employer's Non-Ownership Liability	\$96.00
b. Hired Automobile Liability	

SECTION I – COVERAGES**1. Insuring Agreement**

Insurance is provided only for the following coverages for which a specific premium charge is shown in the Schedule.

a. Employer's Non-Ownership Automobile Liability

"We" will pay all sums an "Insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" that occurs in the "coverage territory" and resulting from "autos" "you" do not own, lease, hire, rent or borrow that are used in connection with "your" business. This includes "autos" owned by "your" "employees" or partners or members of their households but only while used in "your" business or "your" personal affairs.

b. Hired Automobile Liability

"We" will pay all sums an "Insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" that occurs in the "coverage territory" and resulting from the maintenance or use of a "hired auto" by "you" or "your" "employees" in the course of "your" business.

The following applies to each coverage for which a premium charge is shown in the Schedule:

"We" have the right and duty to defend any "suit" asking for these damages. However, "we" have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this coverage form. "We" may investigate and settle any claim or "suit" as "we" consider appropriate. "Our" duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Exclusions

This insurance does not apply to:

a. Expected or intended injury

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AL CW 26 01 15

Allstate Insurance Company

Page 1 of 9

Policy 052

"Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured".

b. Contractual Liability

Liability assumed under any contract or agreement.

But, this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "Insured contract" provided 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. Workers' Compensation

Any obligation for which the "Insured" or the "Insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employee Indemnification and Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "Insured" arising out of and in the course of:
 - a. Employment by the "Insured"; or
 - b. Performing the duties related to the conduct of the "Insured's" business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether or not 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.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "Insured" under an "Insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

e. Fellow Employee

"Bodily injury" to any fellow "employee" of the "Insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of "your" business.

f. Care, Custody or Control

"Property damage" to property owned or transported by the "Insured" or in the "Insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

g. Handling of Property

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"Bodily injury" or "property damage" resulting from the handling of property:

- (1) Before it is moved from the place where it is accepted by the "Insured" for movement into or onto the covered "auto"; or
- (2) After it is moved from the covered "auto" to the place where it is finally delivered by the "Insured".

h. Movement of Property by Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

i. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- (1) Any equipment listed in paragraphs f. (2) and f. (3) of the definition of "mobile equipment"; or
- (2) Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

j. Completed Operations

"Bodily injury" or "property damage" arising out of "your" work after that work has been completed or abandoned.

In this exclusion, "your" work means:

- (1) Work or operations performed by "you" or on "your" behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

"Your" work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs (1) or (2) above.

"Your" work will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in "your" contract has been completed;
- (b) 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;
- (c) 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.

k. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants";

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- (a) That are, or that are contained in any property that is:
 - i. Being transported or towed by, or handled for movement into, onto or from, the covered "auto";
 - ii. Otherwise in the course of transit by or on behalf of the "Insured"; or
 - iii. Being stored, disposed of, treated or processed in or upon the covered "auto", or
 - (b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "Insured" for movement into or onto the covered "auto"; or
 - (c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "Insured".
- (2) Any loss, cost or expense arising out of any governmental direction or request that "you" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Paragraph 1. (a) above does not apply to fuels, lubricants, fluids, exhaust gasses or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in paragraphs f. (2) and f. (3) of the definition of "mobile equipment".

Paragraphs 1. (b) and 1. (c) of this exclusion do not apply if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

I. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- (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 government authority in hindering or defending against any of these.

m. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

3. Supplementary Payments

"We" will pay for the "Insured":

- a. All expenses "we" incur.
- b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" "we" cover. "We" do not have to furnish these bonds.
- c. The cost of bonds to release attachments in any "suit" "we" defend, but only for bond amounts within "our" Limit of Insurance.
- d. All reasonable expenses incurred by the "Insured" at "our" request, including actual loss of earnings up to \$ 250 a day because of time off from work.
- e. All costs taxed against the "Insured" in any "suit" "we" defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "Insured".
- f. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" "we" defend; but "our" duty to pay interest ends when "we" have paid, offered to pay or deposited in court the part of the judgment that is within "our" Limit of Insurance.

These payments will not reduce the Limit of Insurance.

4. Out of State Coverage Extensions

While a covered "auto" is away from the state where it is licensed, "we" will:

- a. Increase the Limit of Insurance for Liability Coverage to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- b. Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered "auto" is being used.

"We" will not pay anyone more than once for the same elements of "loss" because of these extensions.

SECTION II – WHO IS AN INSURED

1. Each of the following is an "Insured" under this insurance to the extent set forth below:

- a. "You".
- b. For Non-ownership Automobile Liability coverage, any of "your" partners or executive officers, but only while such "non-owned auto" is being used in "your" business.
- c. For Hired Automobile Liability coverage, any other person using a "hired auto" with "your" permission.
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an "Insured" under a. or b. above.

2. None of the following is an "Insured":

- a. Any person engaged in the business of his or her employer with respect to bodily injury to any co-"employee" of such person injured in the course of employment.
- b. Any partner or executive office with respect to any "auto" owned by such partner or officer or a member of his or her household.

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- c. Any person while employed in or otherwise engaged in duties in connection with an auto business, other than an auto business "you" operate.
- d. For Non-ownership Automobile Liability coverage, the owner of a "non-owned auto" or any agent or employee of any such owner.
- e. For Hired Automobile Liability coverage, the owner or lessee (of whom "you" are a sublessee) of a "hired auto" or any agent or "employee" of such owner or lessee.
- f. Any person or organization 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.

SECTION III – LIMITS OF INSURANCE

Regardless of the number of "autos" to which this insurance applies, "Insureds", premiums paid, claims made or vehicles involved in the "accident", the most "we" will pay for all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Schedule.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

SECTION IV – ADDITIONAL CONDITIONS

1. Duties in the Event of "Accident", Claim, "Suit" or "Loss"

- a. In the event of "accident", claim, "suit" or "loss", "you" must give "us" or "our" authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "Insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, "you" and any other involved "Insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without "our" consent, except at the "Insured's" own cost.
 - (2) Immediately send "us" copies of any demand, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with "us" in the investigation, settlement or defense of the claim or "suit".
- c. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "Insured" who is seeking coverage or against whom a claim or "suit" is brought.

2. Legal Action Against Us

No one may bring a legal action against "us" under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. "We" agree in writing that the "Insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring "us" into an action to determine the "Insured's" liability.

3. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom "we" make payment under this coverage form has rights to recover damages from another, those rights are transferred to "us". That person or organization must do everything necessary to secure "our" rights and must do nothing after "accident" or "loss" to impair them.

4. Bankruptcy

Bankruptcy or insolvency of the "Insured" or the "Insured's" estate will not relieve "us" of any obligations under this coverage form.

5. Other Insurance

Under Non-ownership Automobile Liability coverage, for any covered "auto" "you" don't own, the insurance provided by this coverage form is excess over any valid and collectible insurance available to the "Insured".

Under Hired Automobile Liability coverage, for any "hired auto", the insurance provided by this coverage form is excess over any valid and collectible insurance available to the "Insured".

SECTION V – DEFINITIONS

1. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
2. **"Auto"** means:
 - a. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law where it is licensed or principally garaged.However, "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.
4. **"Coverage territory"** means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. **"Employee"** includes a "leased worker". **"Employee"** does not include a "temporary worker".
6. **"Hired auto"** means any "auto" you lease for less than six months, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
7. **"Insured"** means any person or organization qualifying as an "Insured" in **SECTION II, WHO IS AN INSURED** provision.
8. **"Insured contract"** means
 - a. A lease of premises:
 - b. A sidetrack agreement;
 - c. Any easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;

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Allstate Insurance Company

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Policy 058



BU114-3

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. That part of any other contract or agreement pertaining to "your" business (including an indemnification of a municipality in conjunction with work performed for a municipality) under which "you" assume the tort liability of another 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.
- f. For Hired Automobile Liability coverage, that part of any contract or agreement entered into, as part of "your" business, pertaining to the rental or lease, by "you" or any of "your" "employees", of any "auto". However, such contract or agreement shall not be considered an "Insured contract" to the extent that it obligates "you" or any of "your" "employees" to pay for "property damage" to any "auto" rented or leased by "you" or any of "your" "employees".

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

- i. That indemnifies a railroad 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, roadbeds, tunnel, underpass or crossing; or
 - ii. That pertains to the loan, lease or rental of an "auto" to "you" or any of "your" "employees", if the "auto" is loaned, leased or rented with a driver; or
 - iii. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for "your" use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
9. **"Leased worker"** means a person leased to "you" by a labor firm under an agreement between "you" and the labor leasing firm to perform duties related to the conduct of "your" business. "Leased worker" does not include "temporary worker".
10. **"Loss"** means direct and accidental loss or damage.
11. **"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 maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scraper or rollers.
 - e. Vehicles not described in paragraphs 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.

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- f. Vehicles not described in paragraphs 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 permanently attached equipment 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; or
- (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, lightning or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

12. **"Named Insured"** shall be only the "Insured" named in the Declarations.

13. **"Non-owned auto"** means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

14. **"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.

15. **"Property damage"** means damage to or loss of use of tangible property.

16. **"Suit"** means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which "you" must submit or submit with "our" consent.

17. **"Temporary worker"** means a person who is furnished to "you" as a substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. **"Trailer"** includes semitrailer.

19. **"We", "us" and "our"** refer to the company providing this insurance.

20. **"You" and "your"** refer to the "Named Insured" shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
EVER BANK COMMERCIAL FINANCE INC

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SERVICES FURNISHED BY HEALTH CARE PROVIDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

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

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:
 - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.



POLICY NUMBER: 648261793

CRIME AND FIDELITY

DC CW 01 08 13

Allstate Insurance Company
CRIME AND FIDELITY COVERAGE
PART DECLARATIONS
(COMMERCIAL ENTITIES)

The Crime And Fidelity Coverage Part (Commercial Entities) consists of this Declarations Form and the Commercial Crime Coverage Form.

Coverage Is Written:

☒ **Primary** ☐ **Excess** ☐ **Coindemnity** ☐ **Concurrent**

Employee Benefit Plan(s) Included As Insureds:

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft	Not Covered	
2. Forgery Or Alteration	Not Covered	
3. Inside The Premises – Theft Of Money And Securities	\$ 10,000	
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	Not Covered	
5. Outside The Premises	\$ 5,000	
6. Computer And Funds Transfer Fraud	Not Covered	
7. Money Orders And Counterfeit Money	Not Covered	

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

If Added By Endorsement:		
Insuring Agreement(s)	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
Endorsements Forming Part Of This Coverage Part When Issued:		
SEE SCHEDULE OF FORMS AND ENDORSEMENTS		



Cancellation Of Prior Insurance Issued By Us:

By acceptance of this Coverage Part you give us notice cancelling prior policy Nos.

the cancellation to be effective at the time this Coverage Part becomes effective.

Countersignature Of Authorized Representative

Name: ALFRED SHACKLETT

Title:

Signature: ALFRED SHACKLETT

Date: 11-05-19



Policy Number
648261793

COMMERCIAL INLAND MARINE COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Allstate Insurance Company

Named Insured LOUIS G. ORSATTI, DDS, P.C.

Effective Date: 01-16-20
12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

Item 1. Business Description:

Item 2. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of use:

See Schedule of Forms and Endorsements



THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Policy Number
648261793**COMMERCIAL INLAND MARINE COVERAGE PART**
SIGNS SUPPLEMENTAL DECLARATIONS
Allstate Insurance Company

Named Insured LOUIS G. ORSATTI, DDS, P.C.

Effective Date: 01-16-20
12:01 A.M., Standard Time

Agent Name ALFRED SHACKLETT

Item 1. Business Description:**Item 2. Limits of Insurance**

Location	Type of Sign	Lettering	Limit of Insurance
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SEE SCHEDULE OF LOCATIONS

Total

Item 3. Deductible

NONE

Item 4. Coinsurance

The Coinsurance percentage is 100% unless otherwise stated.

Item 5. Rate and Premium

Rate	VARIOUS	Premium for this Coverage Form	\$	48.00
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Item 6. Special Provisions, if any:**Item 7. Forms and Endorsements**

Forms(s) and Endorsement(s) made a part of this policy at the time of issue:

See Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Exhibit B

BEXAR COUNTY



EXECUTIVE ORDER NW-03 OF COUNTY JUDGE NELSON W. WOLFF
ISSUED March 23, 2020

WHEREAS, pursuant to Texas Government Code Section 418.108, Bexar County Judge Nelson W. Wolff declared a state of local disaster on March 13, 2020 due to imminent threat arising from COVID-19;

WHEREAS, in accordance with Texas Government Code Section 418.108(b), on March 18, 2020, the Bexar County Commissioners Court approved an Order Continuing Declaration of State of Local Disaster for Bexar County (hereafter, the "*Order of Continuation of Declaration*");

WHEREAS, in accordance with Texas Government Code Section 418.108(b), the consent by Commissioners Court authorizes the Bexar County Judge to continue to exercise the powers granted by the Texas Disaster Act of 1975 for the period specified in the Order of Continuing Declaration;

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott issued a declaration of public health disaster in and for the State of Texas and on March 19, 2020, the Texas Department of State Health Services issued a declaration of a public health disaster in the State of Texas for the first time since 1901;

WHEREAS, on March 18, 2020 the Bexar County Commissioners Court approved the Order of Continuation of Declaration and authorized the Bexar County Judge to take such actions as are necessary in order to protect the health, safety and welfare of the citizens of Bexar County;

WHEREAS, the County Judge has determined that extraordinary emergency measures must be taken to mitigate the effects of this public health emergency and to facilitate a cooperative response; and

WHEREAS, to remain consistent with the declaration of the Texas Department of State Health Services and the executive order issued by Governor Greg Abbott as of March 19, 2020 and to harmonize, to the extent possible, the executive orders of Governor Greg Abbott, the Bexar County Judge and the mandates contained in the declaration of the Mayor of the City of San Antonio, as extended, I hereby rescind my previous Executive Order as issued on March 19, 2020 and issue this Executive Order in its place.

PURSUANT TO THE TEXAS DISASTER ACT OF 1975, BEXAR COUNTY JUDGE NELSON W. WOLFF HEREBY ISSUES THIS EXECUTIVE ORDER AS FOLLOWS:

I.e Effective as of 11:59 p.m. on Tuesday, March 24, 2020, and continuing through 11:59 p.m. on April 9, 2020, unless extended, terminated early by Bexar County Judge Nelson W. Wolff or otherwise indicated below:

1.e Subject to the definitions and further guidance set out in Subsection (i) below, that all persons currently residing within the incorporated and unincorporated territory of Bexar County are hereafter directed to stay at home (***"Stay Home Work Safe Measures"***). All persons may only leave their residences to engage in allowable activities which shall include Exempted Activities or Exempted Businesses (as defined below) but must implement all social distancing requirements and adopt other mitigating measures. All public or private gatherings of any number of people occurring outside a single household are hereafter prohibited, except as otherwise provided herein. Nothing in this Executive Order prohibits the gathering of members within a household.

2.e With the exception of Exempted Businesses, as defined below, that all businesses operating within Bexar County are required to cease all activities at any facility located in the incorporated or unincorporated portions of Bexar County. Notwithstanding the above requirement to cease all activities, this prohibition shall not extend to: (i) employees or contractors performing activities at their own residences (i.e. working from home or operation of a home-based businesses regardless of whether it constitutes an Exempted Business); (ii) operations to maintain security, upkeep, and maintenance of premises, equipment or inventory; (iii) IT or other operations that facilitate employees working from home.

(i) **Definitions of Exempted Business and Exempted Individual Activity:**

(a) For purposes of this Executive Order, **Exempted Activities** are defined as follows:

i) **Health and Safety Activities.** For example, to engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (for example, obtaining food, medical supplies or medication, visiting a health care professional, or obtaining supplies needed to work from home) or to care for a family member or pet in another household.

ii) **Necessary Supplies.** To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other

household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences);

iii) **Outdoor Activity.** To engage in activity in an outdoor open space, such as walking, biking, hiking, or running, provided the individuals comply with social distancing requirements of six feet; and/or

iv) **Work at an Exempted Business.** Activities necessary to work at or conduct an Exempted Business or to otherwise carry out activities specifically permitted in this Executive Order.

(b) For purposes of this Executive Order, **Exempted Businesses** are defined as follows:

i) **Healthcare Services.** For example, healthcare operations, including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all healthcare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. *Healthcare operations do not include fitness and exercise gyms and similar facilities. Healthcare operations do not include elective medical, surgical, and dental procedures.*

ii) **Government Functions.** For example, those services provided by local governments needed to ensure the continuing operation of these government agencies to provide for the health, safety and welfare of the public including law enforcement and operation of jails and detention facilities, fire and EMS or otherwise necessary for health and safety of residents of Bexar County.

iii) **Education and Research.** To include educators or other personnel supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other functions in support of Exempted Individual Activities or Exempted Businesses and companies engaged in science or engineering research and development.

iv) **Infrastructure, Development, Operation and Construction.** For example, public works construction, construction of housing or other types of construction including commercial, manufacturing, airport operations and aircraft manufacturing, maintenance or repair, water, sewer gas, electrical, oil refining, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services).

- v)e **Transportation.** Businesses related to the operation, maintenance, construction, and manufacture of transportation services. For example, a) vehicle manufacturers, automotive suppliers and parts departments, car dealerships, parts distributors, maintenance and repair facilities; b) public transportation; c) businesses supporting airport operations; d) street and highway maintenance and construction; e) gas stations and other fuel distribution businesses; f) vehicles for hire including taxis and rideshare.
- vi)e **IT Services.** For example, businesses and activity necessary to maintain internet and telecommunications systems, including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services.
- vii)e **Food, Household Staples and Retail.** For example, food service providers, including grocery stores, warehouse stores, big-box stores, liquor stores, bodegas, gas stations, and farmers' markets that sell food products and household staples for pick-up or businesses that ship or deliver groceries, food, goods or services directly to residences. Nothing shall restrict employees supporting pick-up or delivery under this exception so long as there is sufficient space to implement social distancing. Restaurants prepared food retailers, microbreweries, micro-distilleries, or wineries and other facilities that prepare and serve food, but **only for delivery, curbside pick-up or carry out.** Schools and other entities that typically provide free services to students or members of the public on a pick-up/take-away basis.
- viii)e **Services to Economically Disadvantaged Populations.** For example, transit services, nonprofits and other businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- ix)e **Services Necessary to Maintain Residences or Support Exempt Businesses.** For example, hotels and other temporary residence facilities, laundromats, dry cleaners, and laundry service providers, trash and recycling collection, processing and disposal, mail and shipping services, building cleaning and maintenance, warehouse/distribution and fulfillment, and storage for Essential Businesses. This shall include plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences, Essential Activities, and Exempted Businesses. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities.
- x)e **News Media.** To include newspapers, television, radio, and other media services.
- xi)e **Financial Institutions and Insurance Services.** To include banks, credit unions, and other financial institutions and service providers as well as companies providing insurance services and products.

- xii) **Childcare Services.** To include childcare facilities providing services that enable employees exempted in this Executive Order to work as permitted.
- xiii) **Worship Services.** Religious and worship services may only be provided by video, teleconference or other remote measures.
- xiv) **Funeral Services.** For example, funeral homes, crematoriums and cemeteries.
- xv) **CISA Sectors.** All business and operations necessary to the operation and maintenance of the 16 critical infrastructure sectors as identified by the National Cybersecurity Infrastructure Agency ("CISA") and outlined at: <https://www.cisa.gov/sites/default/files/publications/CISA-Guidance-on-Essential-Critical-Infrastructure-Workers-1-20-508c.pdf>

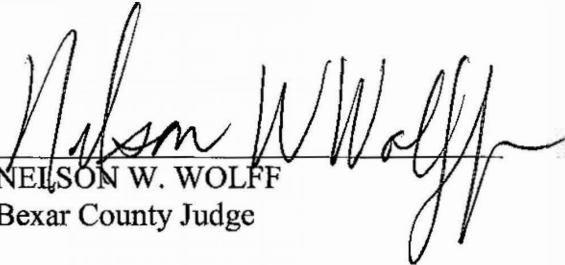
- 3.e That Bexar County rental property owners temporarily suspend evictions for at least the next 30 days to prevent renters from being displaced due to the public health emergency;
- 4.e That foreclosure proceedings within Bexar County be temporarily suspended for at least the next 30 days to prevent the displacement of occupants during the public health emergency;
- 5.e That residents of Bexar County conduct essential Bexar County business online or via regular mail to avoid visiting any Bexar County facilities unless absolutely necessary.
- 6.e That no person shall sell any of the following goods or services for more than the price the person charged for the goods or services on 11:59 p.m. on Thursday, March 19, 2020 and continuing during the pendency of this Executive Order:
 - 1) Groceries, beverages, toilet articles, ice;
 - 2) Restaurant, cafeteria, and boarding-house meals; and
 - 3) Medicine, pharmaceutical, and medical equipment and supplies.
- 7.e That as of the date of this Executive Order and continuing for the remainder of the period set out in the joint third amended emergency order of the Supreme Court of Texas in Misc. Docket No. 20-9044 and the Court of Criminal Appeals of Texas in Misc. Docket No. 20-008, all courts within Bexar County restrict non-essential in person proceedings in accordance with this Executive Order and the Declaration of Public Health Emergency of the City of San Antonio. Section 9 of this Executive Order shall hereby be suspended as to this Section 7.e
- 8.e That people who are sick should stay at home and not engage in any activity outside of their residence unless related to treatment or health care. If someone in a household has tested positive for COVID-19, then the other members of the household should consider themselves positive if they become symptomatic

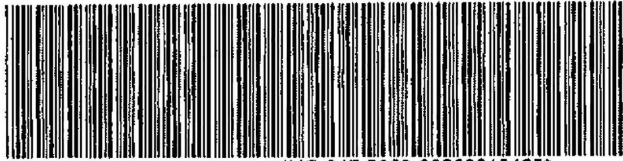
and follow the current policies and procedures in place for isolation and quarantine.

9. That any peace officer or other person with lawful authority is hereby authorized to enforce the provisions of this Executive Order in accordance with the authority granted under the Texas Disaster Act of 1975. Any person who violates this Executive Order may be subject to a fine not exceeding \$1,000 or confinement for a period not exceeding 180 days.
10. The sections, paragraphs, sentences, clauses and phrases of this Executive Order are severable and if any phrase, clause, sentence, paragraph or section of this Executive Order should be declared invalid by the final judgment or decree of any court or competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections that can be given effect without the invalid provision, and to this end, the provisions of this Executive Order are severable.

- II. All provisions of the executive orders of Governor Greg Abbott either existing or as, if and when issued, shall be automatically incorporated into and constitute terms of this Executive Order enforceable as if set forth herein without necessity for the issuance of any further orders. To the extent that there is a conflict between this Executive Order and any executive order of the Governor, the strictest order shall prevail.

DECLARED this 23rd day of March, 2020


NELSON W. WOLFF
Bexar County Judge



VG-247-2020-20200012425

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this Instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
3/23/2020 5:13 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

Exhibit C



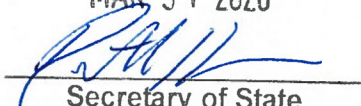
GOVERNOR GREG ABBOTT

March 31, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

2 PM O'CLOCK

MAR 31 2020


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

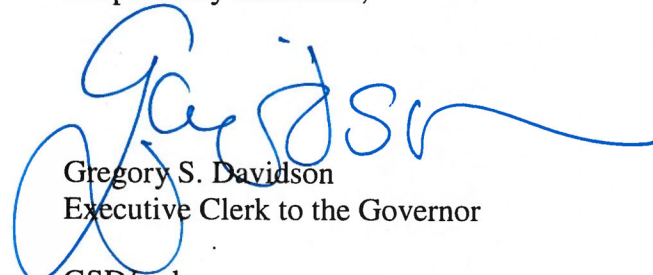
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-14 relating to statewide continuity of essential services
and activities during the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
March 31, 2020

EXECUTIVE ORDER GA 14

*Relating to statewide continuity of essential services and activities
during the COVID-19 disaster.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued numerous executive orders and suspensions of Texas laws in response to the COVID-19 disaster, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain obligations for Texans in accordance with the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, which called upon Americans to take actions to slow the spread of COVID-19 for 15 days; and

WHEREAS, Executive Order GA-08 is subject to expiration at 11:59 p.m. on April 3, 2020, absent further action by the governor; and

WHEREAS, on March 29, 2020, to avoid scenarios that could lead to hundreds of thousands of deaths, the President announced that, based on advice from Dr. Anthony Fauci and Dr. Deborah Birx, the restrictive social-distancing Guidelines should extend through April 30, 2020; and

WHEREAS, DSHS Commissioner Dr. Hellerstedt and White House Coronavirus Response Coordinator Dr. Birx say that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, all government entities and businesses should be allowed to continue providing essential services during the COVID-19 disaster, and all critical infrastructure should be allowed to remain operational; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.017(a), the “governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed 180 days, or both fine and confinement.

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective 12:01 a.m. on April 2, 2020, and continuing through April 30, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the CDC and the White House Coronavirus Task Force:

In accordance with guidance from DSHS Commissioner Dr. Hellerstedt, and to achieve the goals established by the President to reduce the spread of COVID-19, every person in Texas shall, except where necessary to provide or obtain essential services, minimize social gatherings and minimize in-person contact with people who are not in the same household.

“Essential services” shall consist of everything listed by the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0, plus religious services conducted in churches, congregations, and houses of worship. Other essential services may be added to this list with the approval of the Texas Division of Emergency Management (TDEM). TDEM shall maintain an online list of

home unless they are essential services that cannot be provided through remote telework. If religious services cannot be conducted from home or through remote services, they should be conducted consistent with the Guidelines from the President and the CDC by practicing good hygiene, environmental cleanliness, and sanitation, and by implementing social distancing to prevent the spread of COVID-19.

In accordance with the Guidelines from the President and the CDC, people shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms, massage establishments, tattoo studios, piercing studios, or cosmetology salons; provided, however, that the use of drive-thru, pickup, or delivery options for food and drinks is allowed and highly encouraged throughout the limited duration of this executive order.

This executive order does not prohibit people from accessing essential services or engaging in essential daily activities, such as going to the grocery store or gas station, providing or obtaining other essential services, visiting parks, hunting or fishing, or engaging in physical activity like jogging or bicycling, so long as the necessary precautions are maintained to reduce the transmission of COVID-19 and to minimize in-person contact with people who are not in the same household.

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless to provide critical assistance as determined through guidance from the Texas Health and Human Services Commission.

In accordance with the Guidelines from the President and the CDC, schools shall remain temporarily closed to in-person classroom attendance and shall not recommence before May 4, 2020.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts essential services allowed by this executive order or allows gatherings prohibited by this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.


This executive order supersedes Executive Order GA-08, but not Executive Orders GA-09, GA-10, GA-11, GA-12, or GA-13, and shall remain in effect and in full force until April 30, 2020, unless it is modified, amended, rescinded, or superseded by the governor.



Governor Greg Abbott
March 31, 2020

Executive Order GA-14
Page 4

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

Exhibit D



What Constitutes a Dental Emergency?

The ADA recognizes that state governments and state dental associations may be best positioned to recommend to the dentists in their regions the amount of time to keep their offices closed to all but emergency care. This is fluid situation and those closest to the issue may best understand the local challenges being faced.

DENTAL EMERGENCY

This guidance may change as the COVID-19 pandemic progresses. Dentists should use their professional judgment in determining a patient's need for urgent or emergency care.

Dental emergencies are potentially life threatening and require immediate treatment to stop ongoing tissue bleeding, alleviate severe pain or infection, and include:

- Uncontrolled bleeding
- Cellulitis or a diffuse soft tissue bacterial infection with intra-oral or extra-oral swelling that potentially compromise the patient's airway
- Trauma involving facial bones, potentially compromising the patient's airway

Urgent dental care focuses on the management of conditions that require immediate attention **to relieve severe pain and/or risk of infection and to alleviate the burden on hospital emergency departments. These should be treated as minimally invasively as possible.**

- Severe dental pain from pulpal inflammation
- Pericoronitis or third-molar pain
- Surgical post-operative osteitis, dry socket dressing changes
- Abscess, or localized bacterial infection resulting in localized pain and swelling
- Tooth fracture resulting in pain or causing soft tissue trauma
- Dental trauma with avulsion/luxation
- Dental treatment required prior to critical medical procedures
- Final crown/bridge cementation if the temporary restoration is lost, broken or causing gingival irritation
- Biopsy of abnormal tissue

Other urgent dental care:

- Extensive dental caries or defective restorations causing pain
 - Manage with interim restorative techniques when possible (silver diamine fluoride, glass ionomers)
- Suture removal
- Denture adjustment on radiation/ oncology patients
- Denture adjustments or repairs when function impeded
- Replacing temporary filling on endo access openings in patients experiencing pain
- Snipping or adjustment of an orthodontic wire or appliances piercing or ulcerating the oral mucosa

DENTAL NON EMERGENCY PROCEDURES

Routine or non-urgent dental procedures includes but are not limited to:

- Initial or periodic oral examinations and recall visits, including routine radiographs
- Routine dental cleaning and preventive therapies
- Orthodontic procedures other than those to address acute issues (e.g. pain, infection, trauma) or other issues critically necessary to prevent harm to the patient
- Extraction of asymptomatic teeth
- Restorative dentistry including treatment of asymptomatic carious lesions
- Aesthetic dental procedures

Updated 3/31/20

FOR THE LATEST UPDATES, VISIT [ADA.ORG/VIRUS](https://ada.org/virus)

Exhibit E

Allstate Insurance Company
Commercial Claim Office
8711 Freeport Parkway, Mail Station 14
Irving, TX 75063
800-359-1000



April 21, 2020

LOUIS ORSATTI
15303 HUEBNER RD, BLDG 14
SAN ANTONIO, TX 78248-0983

RE:	Our Insured:	LOUIS ORSATTI
	Claim number:	3734035037
	Policy number:	648 261793
	Loss date:	3/20/20
	Loss location:	15303 Huebner Rd, Bldg. 14, San Antonio, TX
	Loss state:	TX

Dear Dr. LOUIS ORSATTI,

Thank you for allowing us to spend time with you regarding this recent claim.

This will confirm our recent conversation in which we discussed your loss of income claim. Per our discussion, there is no damage to the premises by a covered cause of loss that caused your business to lose income. Your policy 648 261793 does have loss of income coverage; however, the suspension of your operations must be caused by direct physical loss of or damage by a Covered Cause of Loss to property at the described premises. The policy also provides limited coverage for loss of income due to civil authority, but this coverage requires damage to property other than property at the described premises from a Covered Cause of Loss. Losses due to virus are specially excluded in the policy and unfortunately, we are not able to reimburse your lost income.

We would like to call your attention to your CP 00 10 10-12 Building & Personal Property Coverage policy, CP 00 30 10-12 Business Income Coverage (&/EX EXP), and CP 01 40 07-06 Excl Of Loss Due to Virus or Bacteria:

...

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

...

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that

cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.

C. With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollutants".

D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:

1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.

E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

...

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

A. Coverage

1. Business Income

Business Income means the:

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

For manufacturing risks, Net income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option **(1)** above is selected, the term Business Income will include "Rental Value". If option **(3)** above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage part apply separately to each.

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 premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. 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 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

2. Extra Expense

a. Extra Expense Coverage provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.

b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Limitation – Interruption Of Computer Operations

a. Coverage for Business Income not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption Of Computer Operations.

b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption Of Computer Operations.

c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

...

5. Additional Coverages

a. Civil Authority

In this Additional Coverage - Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

...

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. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area

...

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

...

b. Consequential Losses

Delay, loss of use or loss of market.

...

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

...

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

...

We will consider any additional evidence or facts, which you may believe to be pertinent. If you have any new information, please forward it to my attention as soon as possible.

If you have any questions or concerns, please feel free to contact me at 972-915-5560, Monday through Friday, 830 a.m. to 5 p.m. Central Standard Time. I would like to thank you for your time and as always, thank you for doing business with Allstate

Sincerely,

Blessing Wonyaku
Allstate Insurance Company
Commercial Claims Office