

This summary provides specimen policy language. Please refer to your specific policy for the exact terms, conditions and exclusions that apply.

Businessowners Policy: FBU 04 01 09 12

The businessowners policy contains clear language that specifically excludes coverage for any first-party loss due to any virus, which includes the Corona virus. Please refer to page 11 of the policy where the following exclusion appears:

12. WEAR, TEAR AND OTHER SPECIFIED CAUSES OF LOSS EXCLUSIONS

- C. Contamination by any virus or other pathological agent that causes disease or illness in humans, animals, birds, or other creatures, or the costs associated with enforcement of any governmental directive, law or ordinance which requires *you* or any others to clean up, contain, detoxify, monitor, neutralize, remove, test for, or in any way respond to any virus or other pathological agent.

The policy also includes a clear exclusion against all third-party claims made against the policyholder including any claims or cleanup orders from government entities. Please refer to page 22 of the policy, where the following exclusion appears:

14. VIRUS CONTAMINATION EXCLUSION

- A. *We do not cover bodily injury, property damage, or medical payments resulting from or caused by the actual, alleged, or threatened exposure to contamination at your premises by any virus or other pathological agent that causes disease or illness in humans, animals, birds or other creatures.*
- B. *We do not insure any cost, expense, liability or loss arising out of any of the following:*
 - 1. Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the effects of or respond to any virus or other pathological agents.
 - 2. Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to any virus or other pathological agents.

This summary is for informational purposes only and is not meant to provide a comprehensive analysis of coverage or of any specific policy or claim. As always, every claim filed will be addressed on its own merits.

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GENERAL PROPERTY FORM – MCP 010 06 94

The commercial property form includes a mandatory endorsement (MCP 401 08 06) which contains clear language that specifically excludes coverage for any first-party loss due to any virus, which includes the Corona virus. If you have a first party loss including a loss of business income, please refer to the endorsement where following appears:

The following is added to Paragraph A in the Wear, Tear, And Other Specified Loss/Causes of Loss Exclusions in Part 1 — LOSSES NOT INSURED:

We do not cover loss resulting from contamination by any virus or other pathological agent that causes disease or illness in humans, animals, birds or other creatures.

*We do not cover the costs associated with enforcement of any governmental directive, law or ordinance which requires *you* or any others to cleanup, contain, detoxify, monitor, neutralize, remove, test for, or in any way respond to any virus or other pathological agents.*

GENERAL LIABILITY FORM – MCL 010 10 07

The commercial liability form contains clear language that specifically excludes coverage for any third-party loss due to any virus, which includes the Corona virus. Please refer to PART II C • LIABILITY NOT INSURED on page 9 of the form where the following exclusion appears:

13. VIRUS CONTAMINATION EXCLUSION

- A.** *We do not cover **bodily injury, property damage**, or medical payments resulting from or caused by the actual, alleged, or threatened exposure to contamination at *your premises* by any virus or other pathological agent that causes disease or illness in humans, animals, birds or other creatures.*
- B.** *We do not insure any cost, expense, liability or loss arising out of any of the following:*
 - 1. Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the effects of or respond to any virus or other pathological agents.
 - 2. Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to any virus or other pathological agents.

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