

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

## **FOOD CONTAMINATION ENDORSEMENT AND SELECTED PRODUCTS EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**Section I – Property** is amended as follows:

**A.** The following is added to Paragraph **A.5. Additional Coverages**:

#### **Food Contamination**

- 1.** If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
  - a.** Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
  - b.** Your cost to replace the food which is, or is suspected to be, contaminated;
  - c.** Your expense to provide necessary medical tests or vaccinations for your infected employees. However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy;
  - d.** The loss of Business Income you sustain due to the necessary "suspension" of your "operations". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
  - e.** Additional advertising expenses you incur to restore your reputation.
- 2.** For the purposes of this endorsement, Business Income has the same meaning given in Additional Coverage **f.** Business Income.
- 3.** For all occurrences during the policy term, the most we will pay for all loss under this endorsement, including Business Income, is \$5,000.
- 4.** We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination" at the described premises.

**B.** With respect to the coverage provided by this endorsement, Exclusion **B.1.j. Virus Or Bacteria** in **Section I – Property** does not apply.

**C.** The following is added to Paragraph **H. Property Definitions**:

"Food contamination" means an incidence of food poisoning to one or more of your customers as a result of:

- 1.** Tainted food you purchased;
- 2.** Food which has been improperly stored, handled or prepared; or
- 3.** A communicable disease transmitted through one or more of your employees.

The following is added to Paragraph **B. Exclusions** in **Section II – Liability**

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your products" except:

- 1.** Non-alcoholic beverages;
- 2.** Pre-cooked foods that may require heating, baking, assembly, proportioning or dispensing for sale but which could be safely consumed as purchased by you without further preparation by you;
- 3.** Baked or fried dessert items which do not include meat, seafood, fruits or vegetables, such as funnel cake, elephant ears, fried dough and churros;
- 4.** Dip-n-dots, prepackaged ice cream snacks and other ice cream and ready to eat frozen desserts not made by you;
- 5.** Shaved ice and snow cones;
- 6.** Chips, cookies and other foods that when purchased by you are already packaged for retail sale and remain sealed in their original packaging when sold by you.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**