

American Institute
COMMUNICABLE DISEASE EXCLUSION
AND LIMITED BUYBACK
(June 15, 2020)

To be attached to and form a part of Policy No. _____ of _____
Insuring _____

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

This insurance excludes coverage for:

- 1) any loss, injury, damage, liability, cost, or expense directly or indirectly arising from the actual, alleged, or suspected transmission or existence of a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 2) any liability for, or loss, cost, or expense incurred to identify, detect, prevent, clean up, detoxify, remove, eliminate, neutralize, monitor, or test for a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 3) any liability for, or loss, cost or expense arising out of, any loss of revenue, loss of hire, diminution of value, business interruption, loss of market, delay or any direct or indirect financial loss, howsoever described, as a result of, or relating to a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 4) any fines, penalties, or punitive or compensatory damages as a result of, or relating to (1), (2), or (3) above.

LIMITED BUYBACK

In consideration of an Additional Premium of \$_____, it is hereby understood and agreed that Exclusion (1) does not apply to any loss, injury, damage, liability, cost, or expense, if otherwise covered by the terms of the _____ coverage form(s) to which this endorsement is attached.

However, coverage under this Limited Buyback shall be subject to the following Aggregate Limit of Liability:

\$_____ aggregate

Nothing herein shall operate to increase the Limit of Liability of the Underwriters hereon.

DEFINITION

"Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

All Other Terms And Conditions Of This Policy Shall Remain Unchanged.

Dated: _____, 20_____