**ENDORSEMENT**

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

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

### WATERBORNE BACTERIA ILLNESS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SKI RESORT BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

**SCHEDULE\***

**Premises Covered:**

**Waterborne Bacteria Illness Annual Aggregate Limit of Insurance:**

**$**

**Deductible: $**

\* Information required to complete this schedule, if not shown on this endorsement, will be shown in the Declarations, or by endorsement hereto.

I. The following subparagraph is added to paragraph **5. Additional Coverages of Section A. COVERAGE:**

**Waterborne Bacteria Illness Coverage**

### (1) We will pay for the actual loss of Business Income you sustain if the Board of Health or other governmental body orders you to close one or more of your “pool” operations, located at a premises described in the Schedule of this WATERBORNE BACTERIA ILLNESS COVERAGE ENDORSEMENT (hereinafter “Schedule”), due to discovery or suspicion of “waterborne bacteria” contamination of such “pool(s)”.

(2) We will pay for the necessary Extra Expense you incur (as described in Subparagraphs (a) – (c) below) due to the Board of Health or other governmental body discovering or suspecting “waterborne bacteria” contamination of your “pool(s)”, located at a premises described in the Schedule. We will only pay for the following Extra Expense:

* 1. The cost of necessary medical tests, inoculations or antitoxins for your patrons who participated in water activities at your “pool(s)”, as required by the local Board of Health or other governmental body;
  2. The cost to clean up your “pool(s)” as required by the Board of Health or any other governmental body.

However, this does not include the cost of replacing the contaminated water, or the expense of removing contaminated water from the Covered Property; or

* 1. The cost of additional expense in advertising to restore your business reputation.

**(**3) Limit of Insurance

(a) Subject to Subparagraph (3)(b), the Waterborne Bacteria Illness Annual Aggregate Limit of Insurance shown in the Schedule above is the most we will pay under this Additional Coverage for the total of all losses and expenses due to “waterborne bacteria” contamination of your “pool(s)” regardless of the number of premises described in the Schedule.

(b) The applicable Limit is an annual aggregate limit and as such is the most we will pay for the total of all covered loss and expense caused by all occurrences in a 12-month period (starting with the beginning of the present annual policy period), regardless of the number of occurrences during that period of time. Thus, if the first occurrence does not exhaust the applicable Limit, then the balance of that Limit is available for a subsequent occurrence. If an occurrence begins during one annual policy period and ends during the following annual policy period, any Limit applicable to the following annual policy period will not apply to that occurrence.

(c) The Waterborne Bacteria Illness Coverage Aggregate Limit is in addition to the Limits of Insurance for Covered Property shown in the Declarations.

1. This Additional Coverage does not apply to 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 “waterborne bacteria” contamination of your “pool(s)”.
2. Deductible

In any one occurrence of loss under this Additional Coverage, if the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and we will pay the resulting amount or the available Limit of Insurance, whichever is less.

II. With respect to the coverage provided by this endorsement *only*, Subparagraph **c. Extended Business Income** of Paragraph **5. Additional Coverages of Section A. Coverage** is deleted in its entirety.

III. With respect to the coverage provided by this endorsement *only*, Paragraphs **6. and 7. of Section E. Definitions** are deleted in their entirety and replaced with the following:

1. “Operations” means your business activities involving your “pool(s)” or other water related activities at a premises described in the Schedule.
2. "Period of Restoration" means the period of time that:

a. Begins:

Immediately after the time of the Board of Health or other governmental body order to close one or more of your “pool” operations at premises described in the Schedule for Business Income and Extra Expense; and

1. Ends on the earlier of:

(1) The date when the Board of Health or other governmental body lifts the order to close one or more of your “pool” operations, or

* + - 1. Sixty (60) days after the date when the Board of Health or other governmental body orders you to close one or more of your “pool” operations.

**IV.** With respect to the coverage provided by this endorsement *only*, the following definitions are added to **Section E. Definitions:**

1. “Pool(s)” means any water containment facility intended for recreational use, including but not limited to swimming pools, hot tubs, water spas, water tanks, water slides or wave pools.
2. “Waterborne bacteria” means any virus, nocturnal toxins, or bacteria, including, but not limited to giardia, lamblia, entamoeba histolytica, cryptosporidium, and pseudomonas aeruginosa that may transmit sickness or disease solely by swimming in a “pool” with water contaminated by any such virus, natural toxins, or bacteria. “Waterborne bacteria” does not include any air borne or food borne disease(s).

All other terms and conditions of the Policy remain the same.

Authorized Representative