

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

DOTEXAMDR, PLLC,

*Plaintiff,*

v.

THE HARTFORD FIRE INSURANCE  
COMPANY, HARTFORD FINANCIAL  
SERVICES GROUP and COMMERCIAL  
INLAND MARINE HARTFORD FIRE  
INSURANCE COMPANY,

*Defendants.*

**FIRST AMENDED COMPLAINT**

**JURY TRIAL DEMANDED**

**3:20-cv-00698**

Plaintiff DOTEXAMDR, PLLC (“Plaintiff”) brings this First Amended Complaint, alleging relief against Defendants The Hartford Fire Insurance Company (“Hartford”), Hartford Financial Services Group Inc. (“Hartford Financial”) and Commercial Inland Marine Hartford Fire Insurance Company (“Marine”) and avers as follows:

**NATURE OF THE CASE**

1. This is a civil action seeking declaratory relief arising from Plaintiff’s contract of insurance with Defendants.
2. In light of the global coronavirus disease 2019 (“COVID-19”) pandemic and state and local government orders (“Civil Authority Orders”) mandating that all non-essential in-store businesses must shut down on March 31, 2020, Plaintiff’s DOT exam practice has suffered business loss.

3. Plaintiff's insurance policy provides coverage for all non-excluded business losses, and thus provide coverage here.

4. As a result, Plaintiff is entitled to declaratory relief that its business is covered for all business losses that have been incurred in an amount greater than \$150,000.00.

### **JURISDICTION**

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332. There is complete diversity of citizenship between Plaintiff, a Texas citizen with its principal place of business in Texas, and the Defendants, who are incorporated in Connecticut with their principal place of business and headquarters in Connecticut. Further, the amount in controversy necessary for diversity jurisdiction over a declaratory judgment action is measured by the value of the alleged business losses. *Id.* § 1332(a). Plaintiff has suffered business losses in an amount greater than \$150,000.00.

6. This Court has personal jurisdiction over Defendants Hartford, Hartford Financial and Marine. Defendants' headquarters and principal place of business are located within the State of Connecticut. Defendants are subject to general personal jurisdiction of this Court.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) because Defendants are residents of this District, because Defendants transact business in this District and because a substantial part of the events giving rise to this claim, including drafting of Defendants' insurance policy language, occurred in this District.

### **PARTIES**

8. Plaintiff DOTEAMDR, PLLC is a Texas professional limited liability company. Plaintiff DOTEAMDR, PLLC owns and operates DOT Physicals & Chiropractic Practice in the State of Texas. Plaintiff's principal place of business is at 5646 Milton Street, Suite 326, Dallas, Texas 75206 ("Insured Property"). Plaintiff DOTEAMDR, PLLC is owned by Katheryn Shirley, a citizen and resident of Texas.

9. Defendant Hartford is an insurance carrier that provides business interruption insurance to Plaintiff. Hartford is headquartered at 1 Hartford Plaza, Hartford, Connecticut 06155. Hartford is a citizen of Connecticut.

10. Defendant Hartford Financial is an insurance carrier that provides business interruption insurance to Plaintiff. It is headquartered at 1 Hartford Plaza, Hartford, Connecticut 06155. Hartford Financial is a citizen of Connecticut.

11. Defendant Marine underwrote the insurance provided to Plaintiff and is headquartered at 1 Hartford Plaza, Hartford, Connecticut 06155. Marine is a citizen of Connecticut.

12. At all relevant times, Defendants issued an insurance policy to Plaintiff (policy number 20 UUN UX 2005) that includes coverage for business interruption losses incurred by Plaintiff from November 21, 2019 through November 21, 2020 ("Policy"). *See* Declaration, attached hereto as Exhibit 1.

13. The Policy, currently in full effect, includes coverage for, among other things, business personal property, business income, special business income, and professional business income loss.

14. Plaintiff was discouraged by Defendants to submit a claim, advising Plaintiff it did not cover losses as a result of this pandemic. Pursuant to its policy seeking coverage under this policy. Defendants assert, *inter alia*, that Plaintiff did not suffer physical damage to its property directly and stating other reasons why Plaintiff is not purportedly entitled to coverage for the losses and damages claimed. Defendants' denial of Plaintiff's claim relied in part on the Virus Exclusion Clause.

### **FACTUAL BACKGROUND**

#### **I. Insurance Coverage**

15. Plaintiff faithfully paid policy premiums to Defendants, specifically to provide, among other things, additional coverages in the event of business interruption or closures by order of Civil Authority and for business loss for property damage.

16. The terms of the Policy explicitly provide for insurance coverage for actual loss of business income Plaintiff sustains, along with any actual, necessary and reasonable extra expenses incurred, when access to the Insured Property is specifically prohibited by order of civil authority. This additional coverage is identified as coverage under "Civil Authority."

17. The Policy is an all-risk policy, insofar as it provides that covered causes of loss under the policy provides coverage for all covered losses, including but not limited to direct

physical loss and/or direct physical damage, unless a loss is specifically excluded or limited in the Policy.

18. The Policy also provides coverage for damages resulting from business interruption when there is property damage.

19. Defendant provides for a Virus Exclusion under the policy. The exclusion for viruses does not apply to this pandemic.

20. Nonetheless, based on information and belief, Defendants have accepted Plaintiff's policy premiums with no intention of providing any coverage for business losses or the Civil Authority extension due to a loss and shutdown and property damage.

## **II. The Coronavirus 2-10 Pandemic**

21. The scientific community, and those personally affected by the virus, recognize COVID-19 as a cause of real physical loss and damage. It is clear that contamination of the Insured Property would be a direct physical loss requiring remediation to clean the premises and all related equipment.

22. On information and belief, the virus that causes COVID-19 remains stable and transmittable in airborne aerosols for up to three hours, up to four hours on copper, up to 24 hours on cardboard and up to two to three days on plastic and stainless steel. *See* <https://www.nih.gov/news-events/news-releases/new-coronavirus-stable-hours-surfaces> (last visited April 9, 2020).

23. The CDC has issued a guidance recommending that gatherings of more than 10 people must not occur. People in congregate environments, which are places where people live, eat, and sleep in proximity, face increased danger of contracting COVID-19.

24. The global COVID-19 pandemic is exacerbated by the fact that the deadly virus physically infects and stays on surfaces of objects or materials, “fomites,” for up to twenty-eight (28) days.

25. China, Italy, France, and Spain have implemented procedures requiring the cleaning and fumigating of public areas prior to allowing them to re-open publicly due to the intrusion of microbials.

### **III. Civil Authority**

26. On March 13<sup>th</sup>, 2020, the State of Texas issued a State of Emergency as a result of the COVID-19 pandemic.

27. On March 19, 2020 the State of Texas issued an order recommending avoiding crowds in excess of 10 people. The order also closed restaurants, bars and gyms. The staffing for other businesses was limited to essential employees who could not work remotely.

28. On March 22, 2020, Dallas County issued a shelter in place order.

29. On March 31, 2020 the State of Texas issued an order that no one was entitled to leave their house except for essential activities as a result of COVID-19.

30. On April 2, 2020, Dallas County cited businesses that operated in violation of the County’s shut down orders.

31. As a direct consequence of the stay-at-home orders for public safety issued by the State of Texas, Plaintiff's DOT exam practice suffered business losses. Accordingly, Plaintiff inquired about coverage with his carrier.

32. Further, on April 10, 2020, President Trump seemed to support insurance coverage for business loss like that suffered by the Plaintiff.

REPORTER: Mr. President may I ask you about credit and debt as well. Many American individuals, families, have had to tap their credit cards during this period. And businesses have had to draw down their credit lines. Are you concerned Mr. President that that may hobble the U.S. economy, all that debt number one? And number two, would you suggest to credit card companies to reduce their fees during this time?

PRESIDENT TRUMP: Well it's something that we've already suggested, we're talking to them. ***Business interruption insurance***, I'd like to see these insurance companies—you know you have people that have paid. When I was in private, I had business interruption. When my business was interrupted through a hurricane or whatever it may be, I'd have business where I had it, I didn't always have it, sometimes I had it, sometimes, I had a lot of different companies. *But if I had it I'd expect to be paid.* You have people. I speak mostly to the restaurateurs, where they have a restaurant, they've been paying for 25, 30, 35 years, business interruption. They've never needed it. All of a sudden they need it. And I'm very good at reading language. I did very well in these subjects, OK. And I don't see the word pandemic mentioned. Now in some cases it is, it's an exclusion. But in a lot of cases I don't see it. I don't see it referenced. And they don't want to pay up. I would like to see the insurance companies pay if they need to pay, if it's fair. And they know what's fair, and I know what's fair, I can tell you very quickly. But business interruption insurance, that's getting a lot money to a lot of people. And they've been paying for years, sometimes they just started paying, but you have people that have never asked for business interruption insurance, and they've been paying a lot of

money for a lot of years for the privilege of having it, and then when they finally need it, the insurance company says ‘we’re not going to give it.’ We can’t let that happen.

<https://youtu.be/cMeG5C9TjU> (last visited on April 17, 2020) (emphasis added).

33. The President is articulating a few core points:
  - a. Business interruption is a common type of insurance.
  - b. Businesses pay in premiums for this coverage and should reasonably expect they’ll receive the benefit of the coverage.
  - c. The COVID-19 pandemic should be covered unless there is a specific exclusion for “pandemics.”
  - d. If insurers deny business loss coverage due to the COVID-19 pandemic, they would be acting in bad faith.

34. The Government Authority Orders and proclamations, as they relate to the closure of all “non-life- sustaining businesses,” evidence an awareness on the part of both state and local governments that COVID-19 causes damage to property. This is particularly true for businesses such as Plaintiff’s, where customer or client interaction and personal contact results in a heightened risk of the property becoming contaminated.

#### **IV. Impact on Plaintiff**

35. As a result of the Civil Authority Orders referenced herein, Plaintiff was limited in the amount of patients treated at the Insured Property.

36. Plaintiff's business loss occurred when Dallas County issued its March 22, 2020 Shelter-in-Place Order, directing all "non-essential" businesses to cease operations at physical locations and prohibiting the gatherings of "non-essential" individuals.

37. Prior to March 22, 2020, Plaintiff's practice was not limited. Plaintiff's practice is not a closed environment, and people – staff, customers, community members, and others – constantly cycle in and out of the practice. Accordingly, there is an ever-present risk that the Insured Properties are contaminated and would continue to be contaminated.

38. Businesses like the Plaintiff's practice is also more susceptible to being or becoming contaminated, as both respiratory droplets and fomites are more likely to be retained on the Insured Property and remain viable for far longer.

39. Plaintiff's business is also highly susceptible to rapid person-to-property transmission of the COVID-19 virus, and vice-versa, because the service nature of the business places staff and customers in close proximity to business property and to one another and because the nature of the school's activities results in high level of respiratory droplets and fomites being released into the business property's air .

40. The virus is physically impacting Plaintiff. Any effort by Defendants to deny the reality that the virus has caused Plaintiff physical loss and damage would constitute a false and potentially fraudulent misrepresentation that could endanger Plaintiff and the public.

41. A declaratory judgment determining that the coverage provided under the Policy exists and is necessary so as to prevent Plaintiff from being left without bargained-for insurance

coverage required to ensure the survival of the practice during and after the shutdown of the business caused by the Civil Authority Orders. As a result of these Orders, Plaintiff has incurred, and continues to incur, among other things, a substantial loss of business income and additional expenses, which losses are covered under the terms of the Policy.

**CAUSE OF ACTION**

**DECLARATORY RELIEF**

42. Plaintiff re-alleges and incorporates by reference into this cause of action each allegation set forth in each and every paragraph of this Complaint.

43. The Declaratory Judgment Act, 28 U.S.C. § 2201(a), provides that in “a case of actual controversy within its jurisdiction . . . any court of the United States . . . may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.” 28 U.S.C. § 2201(a).

44. An actual controversy has arisen between Plaintiff and Defendants as to the rights, duties, responsibilities and obligations of the parties under the terms of the Policy in that Plaintiff contends, and on information and belief, Defendants dispute and deny, that:

- a. The Civil Authority Orders constitute a prohibition of access to Plaintiff’s Insured Property;
- b. The prohibition of access by the Orders has specifically prohibited access as defined in the Policy;
- c. The Policy’s Exclusion of Loss Due to Virus or Bacteria does not apply to the business losses incurred by Plaintiff here that are proximately caused by the Civil Authority Orders issued in response to the COVID-19 pandemic.

- d. The Orders trigger coverage under the terms of the Policy;
- e. The Policy provides coverage to Plaintiff for any current and future civil authority closures of its business in Texas due to physical loss\or damage directly or indirectly from the COVID-19 under the Civil Authority coverage parameters;
- f. The Policy provides business income coverage in the event that COVID-19 has directly or indirectly caused a loss or damage at the insured premises or immediate area of the Insured Property; and
- g. Resolution of the duties, responsibilities and obligation of the parties is necessary as no adequate remedy at law exists and a declaration of the Court is needed to resolve the dispute and controversy.

45. Plaintiff seeks a Declaratory Judgment to determine whether the Orders constitute a prohibition of access to Plaintiff's Insured Property as Civil Authority as defined in the Policy.

46. Plaintiff further seeks a Declaratory Judgment to affirm that the Order triggers coverage.

47. Plaintiff further seeks a Declaratory Judgment to affirm that the Policy provides coverage to Plaintiff for any current and future loss of Business Income sustained and any Extra Expense incurred as a result of Civil Authority orders requiring closures of insured businesses property in the State of Texas due to physical loss or damage caused by COVID-19.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff herein prays as follows:

- a. For a declaration that the Civil Authority Orders constitute a prohibition of access to Plaintiff's Insured Property.
- b. For a declaration that the prohibition of access by the Civil Authority Orders constitutes they type of prohibited access as defined in the Policy.
- c. For a declaration that the Civil Authority Orders trigger coverage under the Policy.
- d. For a declaration that the Policy provides coverage to Plaintiff for any current, future and continued Civil Authority closures of its businesses in Texas due to physical loss or damage directly or indirectly from COVID-19 under the Civil Authority coverage parameters.
- e. For a declaration that the Policy provides business income coverage in the event that COVID-19 has directly or indirectly caused a loss or damage at the Plaintiff's Insured Property or the immediate area of the Plaintiff's Insured Property.
- f. For such other relief as the Court may deem proper.

**TRIAL BY JURY IS DEMANDED**

Plaintiff hereby demands trial by jury.

Dated: May 26, 2020

Respectfully submitted,  
/s/ Neal Moskow  
Neal Moskow, Esq. ct04516  
**URY & MOSKOW**  
883 Black Rock Turnpike  
Fairfield, CT 06825  
Telephone: (877) 410-7259  
Facsimile: (203) 610-6399  
neal@urymoskow.com

Arnold Levin, Esq.

Laurence Berman, Esq.

Frederick Longer, Esq.

Daniel Levin, Esq.

**LEVIN SEDRAN & BERMAN LLP**

510 Walnut Street, Suite 500

Philadelphia, PA 19106-3697

Telephone: (215) 592-1500

alevin@lfsblaw.com

flonger@lfsblaw.com

dlevin@lfsblaw.com

Richard M. Golomb, Esq.

Kenneth J. Grunfeld, Esq.

**GOLOMB & HONIK, P.C.**

1835 Market Street, Suite 2900

Philadelphia, PA 19103

Telephone: (215) 985-9177

Facsimile: (215) 985-4169

rgolomb@golombhonik.com

kgrunfeld@golombhonik.com

Aaron Rihn, Esq.

**ROBERT PEIRCE & ASSOCIATES**

707 Grant Street, Suite 125

Pittsburgh, PA 15219

Telephone: (412) 281-7229

Facsimile: (412) 281-4229

W. Daniel "Dee" Miles, III  
Rachel N. Boyd  
Paul W. Evans  
**BEASLEY, ALLEN, CROW, METHVIN,  
PORTIS & MILES, P.C.**  
P.O. Box 4160  
Montgomery, AL 36103  
Telephone: (334) 269-2343  
Facsimile: (334) 954-7555

*Counsel for Plaintiff*

# EXHIBIT 1



# Your Business Owner's Policy Binder

**Your Primary Location:**

DOTEXAMDR PLLC  
5646 MILTON ST STE 326.  
DALLAS, TX 75206-3931

**Class & Class Code:**

Medical Office - Chiropractor; 65691

**Policy Term:**

November 21, 2019 – November 21, 2020

Insurance underwritten by: Hartford  
Underwriters Insurance Company.

**What To Do Next:**

Alexander Cormier

.

**Your Reference Number:**

76 SBW AE4ZND-000

**Offered through:**

Micro Business

\*Premium is based on information provided during the application process and is subject to change should any change be made to the policy. Examples of possible changes include, but are not limited to, changes to coverage, Named Insured(s), location(s), and effective date.

PREMIUM SUMMARY		
COVERAGE		PRICE
Business Owner's Policy		\$391
Employment Practices Liability Insurance		Included
Terrorism (TRIA)		\$8
<b>YOUR ESTIMATED ANNUAL PREMIUM:</b>		<b>\$399**</b>
Proposal summary	Page 2	Recommended coverages
Coverage details	Page 5	Payment options Page 9

\*\*Your Estimated Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

This document is a binder of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

Coverage bound for 30 days, effective 11/22/2019

By Alexander Cormier  
(Authorized Agent)



# Binder Summary:

## Coverage for Your Small Business

This overview was created to show you how we plan to cover your business and to help you feel confident in the coverages that have been selected. Each section below breaks out some of the important features of your policy.

LOCATION(S)			
LOCATION	DESCRIPTION	TYPE AND AREA	VALUATION
			How we calculate the value of your property
LOC 1; BLDG 1	5646 MILTON ST STE 326 DALLAS, TX 75206-3931	Masonry Non-combustible, 400 sq ft	Business Personal Property: Replacement Cost

### POLICY SUMMARY

#### PROPERTY

Your PROPERTY COVERAGE protects property that you own, lease or rent. This can include buildings, equipment, inventory and even cash, securities or valuable records. The below overview shows some of your Property limits.

#### PROPERTY LIMITS

Deductible: \$500	LOC 1; BLDG 1
<b>BUILDING LIMIT</b> We'll pay up to the limit to repair or replace your buildings and structures at the covered location. This includes additions, fixtures and equipment you've installed.	\$0
<b>BUSINESS PERSONAL PROPERTY LIMIT</b> We'll pay up to the limit to repair or replace your furniture, supplies, inventory and other things your business uses.	\$5,000
<b>BUSINESS INCOME LIMIT</b> We'll pay for lost income you may sustain if your operations are interrupted from loss or damage at your location. We'll also pay for expenses you incur to help minimize the loss of income and get your business back up and running	Actual Loss Sustained

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Binder Summary:

## Coverage for Your Small Business

### CONTINUED

#### BUSINESS LIABILITY (Also known as General Liability)

Your BUSINESS LIABILITY COVERAGE helps protect and defend your business from covered claims alleging that you damaged someone's property, injured them or defamed them. The below overview shows some of your Business Liability limits.

<b>EACH OCCURRENCE LIMIT</b> We'll pay up to this amount for all claims related to a single incident. This total applies no matter how many people make claims.	\$1,000,000
<b>GENERAL AGGREGATE LIMIT</b> We'll pay up to this total amount for all losses that occur during your policy term, except for those losses that are included in the Products/Completed Operations Aggregate, which are paid under a separate aggregate limit as described below.	\$2,000,000
<b>PRODUCTS/COMPLETED OPERATIONS AGGREGATE</b> We'll pay up to this total amount for all losses that occur during your policy term as a result of work you completed or for a product you distributed or sold. It does not cover you for things that happen while you are doing work.	\$2,000,000

#### EMPLOYMENT PRACTICES LIABILITY INSURANCE

Your EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPL) helps protect and defend your business from employment-related covered claims including but not limited to, discrimination, sexual harassment or wrongful termination brought by your employees or applicants. The below overview shows some of your EPL limits.

<b>EACH CLAIM LIMIT</b> We'll pay up to this amount for each claim covered under the Employment Practices Liability Coverage Part.	\$25,000
<b>AGGREGATE LIMIT</b> We'll pay up to this amount for all claims covered under the Employment Practices Liability Coverage Part.	\$25,000
<b>RETROACTIVE DATE</b> If no date is entered, the Retroactive Date is the same as the effective date of this Coverage part.	11/21/2019

This is a claims-made coverage. Defense costs are included within the limits of liability. However, some states require that defense costs be in addition to the limits of liability displayed in this quote proposal. Refer to actual policy terms for full notice and details.

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

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# Binder Summary:

## Coverage for Your Small Business

CONTINUED

### CUSTOMIZED COVERAGES FOR YOUR BUSINESS

These added coverages make your policy more unique. They protect against specific risks your business could face.

#### BUSINESS LIABILITY COVERAGES ADDED

COVERAGE	LIMIT
Blanket Additional Insured by Contract	Included <sup>1</sup>
Reimbursement of Legal Expenses Coverage for Court or Review Boards	5,000

<sup>1</sup> Included in Business Liability Limit(s)

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## Property Coverages Detail

Below you'll find a breakdown of the specific property coverages your policy includes. These coverages only apply to the location(s) where Property coverage was elected.

You'll also see a specific limit, which is either the maximum dollar amount or the length of time that your coverage pays.

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
Accounts Receivable	25,000
Arson and Theft Reward	10,000
Business Income from Civil Authority Actions	
Duration of Coverage	30 days
Waiting Period	None
Business Income from Dependent Properties	
Limit	5,000
Period of Restoration	12 months
Waiting Period	None
Collapse	Included <sup>2</sup>
Debris Removal	25% of amount paid for covered loss
Additional Limit	15,000
Electronic Data	
Policy Year Limit	10,000
Equipment Breakdown	Included <sup>2</sup>
Deductible	Property Deductible
Defense	Included
Expediting Expenses	50,000
Hazardous Substances	50,000
Supplementary Payments	Included

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# Property Coverages Detail

## CONTINUED

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
Fire Department Service Charge	25,000
Fire Extinguisher Recharge	Included <sup>2</sup>
Forgery Coverage (Including Credit Cards, Currency and Money Orders)	5,000
Garages, Storage Buildings, and Other Appurtenant Structures	50,000
Glass Expense	Included <sup>2</sup>
Identity Recovery Coverage for Businessowners and Employees	
Deductible	\$250
Limit	15,000
Lost Wages and Child and Elder Care Expense	\$250 per day, \$5,000 per policy year
Mental Health Sublimit	1,500
Interruption of Computer Operations	
Period of Restoration	12 months
Policy Year Limit	10,000
Waiting Period	12 hours
Lease Assessment	2,500
Leasehold Improvements	25,000
Limited Fungi, Bacteria or Virus Coverage	
Limit	50,000
Period of Restoration	30 days
Lock and Key Replacement	1,000
Money and Securities Coverage	
Inside the Premises Limit	\$10,000
Outside the Premises Limit	\$5,000

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# Property Coverages Detail

## CONTINUED

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
Newly Acquired or Constructed Property	
Newly Acquired or Constructed BI/EE Limit	100,000
Newly Acquired or Constructed BPP Limit	250,000
Ordinance or Law Coverage	
Increased Cost of Construction & Demolition Costs Limit	25,000
Undamaged Part Limit	25,000
Outdoor Property	10,000
Personal Effects	10,000
Pollutants and Contaminants Clean up and Removal	15,000
Preservation of Property	45 days
Property Off-Premises	5,000
Theft Damage to Building	Included <sup>2</sup>
Valuable Papers and Records	25,000
Water Damage, Other Liquid, Powder or Molten Material Damage	Included <sup>2</sup>

<sup>2</sup>Included within Covered Property Limit(s) (Building and/or Business Personal Property)

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Business Liability Coverages Detail

Businesses can face many different kinds of business liability risks. And a policy can respond to them in different ways. Below you'll find a breakdown of the specific business liability coverages your policy includes. You'll also see a specific limit, which is either the maximum dollar amount or the length of time that your coverage pays.

BUSINESS LIABILITY COVERAGE	TOTAL LIMIT OF INSURANCE
Business Liability	
Liability and Medical Expenses Limit	1,000,000
Medical Expenses Limit	10,000
Damage To Premises Rented To You Limit	1,000,000
General Aggregate Limit	2,000,000
Products-Completed Operations Aggregate Limit	2,000,000
Personal and Advertising Injury Limit	1,000,000
Property Damage Liability Deductible	No Deductible
Electronic Media Liability	Included <sup>1</sup>

<sup>1</sup>Included in Business Liability Limit(s)

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Payment Options

## DIRECT BILL OPTIONS

Choose one of these four options to pay your bill:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save on payment fees and get the convenience and peace of mind of automated payments.
- **Online.** Register at [thehartford.com/servicecenter](http://thehartford.com/servicecenter) to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 866-467-8730 to pay your bill by phone.

## PAYMENT BREAKDOWN

The charts below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of the policy. Keep in mind that the dates and amounts could change depending on when the policy is processed.

### FULL PAY

One Payment – Paid in full discount applies

DUE DATE	PAYMENT AMOUNT
Upon Issuance	\$399.00

### MONTHLY OPTIONS – TOTAL ANNUAL ESTIMATED PREMIUM: \$420.00

NUMBER OF PAYMENTS	DUE DATE	With AutoPay Fee: \$6 per payment	Without AutoPay Fee: \$6 per payment
		PAYMENT AMOUNT	PAYMENT AMOUNT
Two	Upon Issuance	\$210.00 – Initial Down Payment	\$252.00 – Initial Down Payment
	04/21/2020	\$210.00	\$168.00
Four	Upon Issuance	\$105.00 – Initial Down Payment	\$126.00 – Initial Down Payment
	02/21/2020	\$105.00	\$105.00
	05/21/2020	\$105.00	\$105.00
	08/21/2020	\$105.00	\$84.00
Ten	Upon Issuance	\$84.00 – Initial Down Payment	\$140.08 – Initial Down Payment
	01/21/2020	\$42.00	\$34.99
	02/21/2020	\$42.00	\$34.99
	03/21/2020	\$42.00	\$34.99
	04/21/2020	\$42.00	\$34.99
	05/21/2020	\$42.00	\$34.99
	06/21/2020	\$42.00	\$34.99
	07/21/2020	\$42.00	\$34.99
08/21/2020	\$42.00	\$34.99	

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Payment Options

## CONTINUED

NUMBER OF PAYMENTS	DUE DATE	With AutoPay Fee: \$6 per payment	Without AutoPay Fee: \$6 per payment
		PAYMENT AMOUNT	PAYMENT AMOUNT
Twelve	Upon Issuance	\$79.80 – Initial Down Payment	\$79.80 – Initial Down Payment
	01/21/2020	\$37.80	\$37.80
	02/21/2020	\$37.80	\$37.80
	03/21/2020	\$37.80	\$37.80
	04/21/2020	\$37.80	\$37.80
	05/21/2020	\$37.80	\$37.80
	06/21/2020	\$37.80	\$37.80
	07/21/2020	\$37.80	\$37.80
	08/21/2020	\$37.80	\$37.80
	09/21/2020	\$37.80	\$37.80

A payment fee is assessed on each payment invoice except where prohibited by law.

Any down payment provided will be withdrawn immediately regardless of down payment date shown.

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Mandatory disclosure: insuring against terrorism

## Terrorism Premium: \$8

Protecting your business means preparing for risks – even unlikely ones. Your policy includes coverage in the event of a terrorist attack. In order to offer that coverage, we are required to provide you the following disclosure about your premiums, coverage and related information.

### Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended “TRIA”), we are required to make coverage available under your policy for “certified acts of terrorism.” The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to this terrorism coverage is shown in the premium section(s) of this quote proposal or binder.

### Definition of Certified Act of Terrorism

A “certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a “certified act of terrorism” include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

### Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate industry insured losses under TRIA 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. The United States government has not charged any premium for their participation in covering terrorism losses.

### Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to “certified acts of terrorism” under TRIA exceed \$100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury’s procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use The Hartford’s stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.

