

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESS INCOME AND EXTRA EXPENSE ENDORSEMENT**

This endorsement modifies and is subject to the insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is agreed that the policy is amended as follows:

I. COVERAGE

SECTION I – COVERAGE, C. ADDITIONAL POLICY BENEFITS shall also include the following:

6. Business Income and Extra Expense**a. Business Income****(1) Business Income**

We will pay for the actual loss of Business Income **you** sustain due to the necessary suspension of **your operations** during the **period of restoration**. The suspension must be caused by direct physical loss of or damage to a premises described in the Declarations. The loss or damage must be caused by or result from a **covered cause of loss**. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises includes the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

- (a)** The portion of the building which **you** rent, lease or occupy; and
- (b)** Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

We will only pay for loss of Business Income that **you** sustain during the **period of restoration** and that occurs within 12 consecutive months after the date of direct physical loss or damage. **We** will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage.

Business Income means the:

- (i)** Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the **covered cause of loss** on customers or on other businesses; and

- (ii) Continuing normal operating expenses incurred, including payroll.

Ordinary payroll expenses mean payroll expenses for all **your** employees except:

- (i) Officers;
- (ii) Executives;
- (iii) Department managers;
- (iv) Employees under contract; and
- (v) Additional exemptions shown in the Declarations as job classifications; or employees.

Ordinary payroll expenses include:

- (i) Payroll;
- (ii) Employee benefits, if directly related to payroll;
- (iii) FICA payments **you** pay;
- (iv) Union dues **you** pay; and
- (v) Workers' compensation premiums.

(2) Extended Business Income

If the necessary suspension of **your operations** produces a Business Income loss payable under this policy, **we** will pay for the actual loss of Business Income **you** incur during the period that:

- (a) Begins on the date property (except finished stock) is actually repaired, rebuilt or replaced and **operations** are resumed; and
- (b) Ends on the earlier of:
 - (i) The date **you** could restore **your operations**, with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in **(2)(a)** above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the **covered cause of loss** in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any **covered cause of loss**.

The most **we** will pay for this coverage is \$250,000. This limit is in addition to the applicable Limits of Liability provided by the Coverage Form.

b. Extra Expense

- (1) **We** will pay necessary Extra Expense **you** incur during the **period of restoration** that **you** would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a **covered cause of loss**. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

- (a) The portion of the building which **you** rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

- (2) Extra Expense means expense incurred:

- (a) To avoid or minimize the suspension of business and to continue **operations**:
 - (i) At the described premises; or
 - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (b) To minimize the suspension of business if **you** cannot continue **operations**.

The most **we** will pay for this coverage is \$250,000. This limit is in addition to the applicable Limits of Liability provided by the Coverage Form.

II. ADDITIONAL DEFINITIONS

Solely for the purpose of this endorsement, the following definitions are added to **SECTION V – DEFINITIONS**:

AA. Covered cause of loss means: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; and water damage.

Covered cause of loss will not include any of the foregoing where the proximate cause or precipitating event is movement of earth, flood or acts of war.

BB. Operations mean **your** business activities occurring at the described premises.

CC. Period of restoration means the period of time that:

1. Begins:
 - a. 72 hours after the time of direct physical loss or damage for Business Income Coverage; or

- b. Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any **covered cause of loss** at the described premises; and

2. Ends on the earlier of:

- a. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- b. The date when business is resumed at a new permanent location.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**.

The expiration date of this policy will not cut short the **period of restoration**.