

Summary of Changes

Wording:	Accounts Receivable Form
Prior Wording No.:	TMI-C103-0122
New Wording No.:	TMI-C103-1223
Department:	Commercial
Effective Date:	December 1 2023

Section	Prior Version	New Version
6. Exclusions	<p>This Form does not apply:</p> <ul style="list-style-type: none"> a. to loss due to any fraudulent, dishonest or criminal act by any Insured, a partner therein, or an officer, director or trustee thereof, while working or otherwise and whether acting alone or in collusion with others; b. to loss due to bookkeeping, accounting or billing errors or omissions; c. to loss, the proof of which as to factual existence is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss which the Insured can prove, through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder; d. to loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding; e. to loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning. <p>Communicable Disease Exclusion</p> <ul style="list-style-type: none"> 1. Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other 	<p>This Form does not apply:</p> <ul style="list-style-type: none"> a. to loss due to any fraudulent, dishonest or criminal act by any Insured, a partner therein, or an officer, director or trustee thereof, while working or otherwise and whether acting alone or in collusion with others; b. to loss due to bookkeeping, accounting or billing errors or omissions; c. to loss, the proof of which as to factual existence is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss which the Insured can prove, through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder; d. to loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding; e. to loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning; f. to loss due to perils as described in Property Common Exclusions (TMI-M510).

cause or event contributing concurrently or in any other sequence thereto):

- a. a Communicable Disease;
- b. the fear or threat (whether actual or perceived) of a Communicable Disease; or
- c. any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a Communicable Disease.

2. For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense or other amount includes, but is not limited to, loss of revenue or income and/or replacement costs of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor or test with respect to:

- a. a Communicable Disease; or
- b. any property that is affected or may be affected by such Communicable Disease.

3. For the purposes of this exclusion, a Communicable Disease means any disease, illness, infection, sickness or syndrome which can be transmitted, either directly or indirectly, by any substance or agent between or from any organism to another organism (whether of the same or any other species) where:

- a. the substance or agent includes, is comprised of, or contains any virus, bacterium, prion, parasite or other organism or microorganism, or any variation, mutation or evolution thereof whether 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, illness, infection, sickness, syndrome, substance or agent can or does:

- i. cause or threaten to cause damage to human health or human welfare; or
- ii. cause or threaten to cause damage to, deterioration of, loss of value of, marketability of or loss of use of any property; or
- iii. otherwise cause or threaten to cause any loss of revenue, income, market share, or patronage of any kind.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

5. Neither this exclusion nor its absence from any prior insurance policy contract(s) shall be used to demonstrate coverage under such prior insurance policy contract(s).