

Property - Business interruption (Charity)

Policy wording

Please read the schedule to see if your loss of income, loss of gross profit, increased costs of working or additional increased costs of working are covered.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Additional increased costs of working

The additional costs and expenses, not including the costs of **reconstitution of data**, reasonably incurred by **you** with **our** prior consent in order to continue **your activities** or minimise **your** loss of **income** or loss of **gross profit** during the **indemnity period** and not limited to the reduction in **income** or **gross profit** saved.

Alternative hire costs

The reasonable hire costs incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity either whilst **property** is being repaired or until permanently replaced, following **insured damage** or **insured failure**.

Annualised amount insured

The amount insured divided by the indemnity period multiplied by 12.

Gross profit

The difference between the sum of **your income**, closing stock and work in progress and the sum of **your** opening stock, work in progress and **uninsured working expenses**.

Income

The total income from your activities carried out from the insured location.

Increased costs of working

The costs and expenses necessarily and reasonably incurred by **you** for the sole purpose of minimising the reduction in **income** from **your activities** during the **indemnity period**, but not exceeding the reduction in **income** saved.

Indemnity period

The period, in months, beginning at the date of the **insured damage** or **insured failure**, or the date the restriction is imposed, and lasting for the period during which **your income** is affected as a result of such **insured damage**, **insured failure** or restriction, but for no longer than the number of months shown in the schedule.

Insured damage

Damage, other than **failure**, to **property** occurring during the **period of insurance** provided that:

- the damage is not otherwise excluded by the buildings, contents or other property section
 of this policy; and
- payment has been made or liability admitted by the insurer under any insurance covering such damage.

Insured failure

Failure of equipment, computers, oil or water storage tanks and other insured items provided that:

- the failure is not otherwise excluded by the Equipment breakdown section of this policy;
- payment has been made or liability admitted by us under the Equipment breakdown section of this policy.

Notifiable human disease

Any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.

Rate of gross profit

The percentage produced by dividing **gross profit** by **your income** during the financial year immediately before any **insured damage**, **insured failure** or restriction.

Rent

Rent:

- a. for the **insured location** that **you** must legally pay whilst the **insured location** or any part of it is unusable as a result of **insured damage**, **insured failure** or restriction;
- b. that **you** cannot legally recover from **your** tenants whilst the **buildings** or any part are unusable as a result of **insured damage**, **insured failure** or restriction.

Uninsured working expenses

Purchases less discounts received, bad debts, **rent** and any other item described in the schedule.



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What is covered

We will insure you for your financial losses and other items specified in the schedule, resulting solely and directly from an interruption to your activities caused by:

Financial losses from insured damage

- insured damage to property:
 - a. insured under any Property section of this **policy** other than Equipment breakdown;
 or
 - insured elsewhere, but not under this policy, provided the damage occurred whilst the property was at the insured location;

Denial of access

insured damage in the vicinity of the insured location which prevents or hinders your access to the insured location:

Bomb threat

3. your total inability to access the insured location due to restrictions imposed by the police, An Garda Síochána, the British Armed Forces or the Irish Defence Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the insured location during the period of insurance, provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage or failure is caused by the device;

Suppliers

4. **insured damage**, other than damage caused by **flood** or **earth movement**, arising at the premises of one of **your** suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;

Public utilities

failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the insured location for more than 24 consecutive hours caused by insured damage, other than damage caused by flood or earth movement, to any land based premises of the supply authority or the terminal feed to the insured location or to underground pipes or underground cables conveying such services from the supply authority to your premises;

Public authority

- your inability to use the insured location due to restrictions imposed by a public authority during the period of insurance following:
 - a. a murder or suicide;
 - b. an occurrence of any notifiable human disease;
 - c. injury or illness of any person traceable to food or drink consumed on the premises;
 - d. defects in the drains or other sanitary arrangements;
 - e. vermin or pests at the insured location;

Loss of attraction

insured damage in the vicinity of the insured location or any fundraising event resulting
in a shortfall in your expected income or gross profit for more than seven consecutive
days;

Customers

8. **insured damage**, other than damage caused by **flood** or **earth movement**, at the premises of one of **your** direct customers operating and based in the European Union;

Equipment breakdown

insured failure.

Additional cover

The following are also provided up the amount shown in the schedule:

Death of a patron

- 10. **We** will reimburse **you** for the necessary and reasonable costs **you** incur to amend any of **your** printed literature or external webpages that refer to **your** patron as a result of their:
 - a. death; or
 - b. being the subject of a criminal investigation; or
 - c. offending public taste,

during the **period of insurance**, provided that **you** notify **us** promptly and obtain **our** approval of the costs before they are incurred.

This cover only applies where **your** patron is under the age of 70 at the start of the **period of insurance**.



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What is not covered

- We will not make any payment for any interruption to your activities directly or indirectly caused by, resulting from or in connection with terrorism. This does not apply to the cover under What is covered, Bomb threat.
- 2. **We** will not make any payment under this section if **your activities** are discontinued permanently or if a liquidator or receiver is appointed.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income

the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** and **alternative hire costs**;

Loss of gross profit

the sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period** plus **increased costs of working** and **alternative hire costs**, less any business expenses or charges which cease or are reduced:

Outstanding debts

any of **your** outstanding debts which **you** are unable to recover following loss of **your** accounting records as a direct result of **insured damage** or **insured failure**.

Accountant's charges

the amount **we** will pay for loss of **income**, or loss of **gross profit** if applicable, includes the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

Under insurance

if the **annualised amount insured** is less than 85% of **your** actual **income**, or **your** actual **gross profit** if applicable, during the 12 months immediately preceding the date of the **insured damage**, **insured failure** or restriction, the amount **we** pay will be reduced in the same proportion as the under insurance.

Business trends

the amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your activities**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage**, **insured failure** or restriction had not occurred.

Special limits

Loss of attraction

We will only pay for **your** financial losses or other items specified in the schedule for up to three consecutive months from the time of the **insured damage**.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** or event which might prevent or hinder **you** from carrying on **your activities**.

Property insurance

Where the **damage** involves property **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

Accounts records

We will not make any payment for outstanding debts unless **you** keep a record of all amounts owed to **you** and keep a copy of the record away from the **insured location**.