

## **Property - Business interruption (Venue)** Policy wording

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

The General terms, 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 <b>reconstitution of data</b> , reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to continue <b>your business</b> or minimise <b>your</b> loss of <b>income</b> or <b>gross profit</b> during the <b>indemnity period</b> and not limited to the reduction in <b>income</b> or <b>gross profit</b> saved.	
Alternative hire costs	The reasonable hire costs incurred by <b>you</b> during the <b>period of insurance</b> for the necessary hire of a substitute item of similar type and capacity either whilst <b>property</b> is being repaired or until permanently replaced, following <b>insured damage</b> or <b>insured failure</b> .	
Annualised amount insured	The <b>amount insured</b> divided by the <b>indemnity period</b> multiplied by 12.	
Gross profit	The difference between the sum of <b>your income</b> , closing stock and work in progress and the sum of <b>your</b> opening stock, work in progress and <b>uninsured working expenses</b> .	
Income	The total income of the <b>business</b> carried out from <b>your venue</b> .	
Increased costs of working	The costs and expenses necessarily and reasonably incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> to <b>your business</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>income</b> saved.	
Indemnity period	The period, in months, beginning at the date of the <b>insured damage</b> or <b>insured failure</b> , or the date the restriction is imposed, and lasting for the period during which <b>your income</b> is affected as a result of such <b>insured damage</b> , <b>insured failure</b> or restriction, but for no longer than the number of months shown in the schedule.	
Insured damage	Damage, other than failure, to property provided that:	
	<ul> <li>the damage is not otherwise excluded by the Buildings, Contents or other Property section of this policy; and</li> </ul>	
	<ul> <li>payment has been made or liability admitted by the insurer under any insurance covering such damage.</li> </ul>	
Insured failure	Failure of equipment, computers, oil or water storage tanks and other insured items provided that:	
	<ul> <li>the failure is not otherwise excluded by the Equipment breakdown section of this policy; and</li> </ul>	
	<ul> <li>b. payment has been made or liability admitted by us under the Equipment breakdown section of this policy.</li> </ul>	
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 <b>gross profit</b> by <b>your income</b> during the financial year immediately before any <b>insured damage</b> , <b>insured failure</b> or restriction.	
Rent	Rent:	
	a. for the <b>venue</b> that <b>you</b> must legally pay whilst the <b>venue</b> or any part of it is unusable as a result of <b>insured damage</b> , <b>insured failure</b> 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, <b>rent</b> and any other item described in the schedule.	



What is covered		will insure <b>you</b> for <b>your</b> financial losses and other items specified in the schedule, resulting ly and directly from an interruption to <b>your business</b> caused by:
Financial losses from insured	1.	insured damage to property:
damage		<ul> <li>a. insured under any Property section of this <b>policy</b>, other than Equipment breakdown; or</li> </ul>
		b. insured elsewhere, but not under this <b>policy</b> , provided the <b>damage</b> occurred whilst the <b>property</b> was contained in the <b>venue</b> ;
Denial of access	2.	<b>insured damage</b> to <b>property</b> in the vicinity of the <b>venue</b> which prevents or hinders <b>your</b> access to the <b>venue</b> ;
Non damage denial of access	3.	an incident within a one mile radius of <b>your venue</b> which results in a denial of access or hindrance in access to <b>your venue</b> during the <b>period of insurance</b> , imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours;
Bomb threat	4.	<b>your</b> total inability to use the <b>venue</b> due to restrictions imposed by the police, An Garda Síochána, British Armed Forces or 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 <b>venue</b> during the <b>period of insurance</b> , provided that such restriction applies for more than four hours and subject to <b>our</b> liability being limited to the actual period that total access is denied. No cover will be provided if actual <b>damage</b> or <b>failure</b> is caused by the device;
Suppliers	5.	<b>insured damage</b> , other than damage caused by <b>flood</b> or <b>earth movement</b> , arising at the premises of one of <b>your</b> suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;
Public utilities	6.	failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the <b>venue</b> for more than 24 consecutive hours caused by <b>insured damage</b> , other than <b>flood</b> or <b>earth movement</b> , to any land based premises of the supply authority or the terminal feed to <b>your venue</b> , or underground pipes or underground cables conveying such services from the supply authority to <b>your</b> premises;
Public authority	7.	<b>your</b> inability to use the <b>venue</b> due to restrictions imposed by a public authority during the <b>period of insurance</b> following:
		a. a murder or suicide;
		b. an occurrence of a <b>notifiable human disease</b> ;
		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 premises;
Failure of safety equipment	8.	accidental failure of a safety curtain, emergency lighting system or fire alarm system to operate at the <b>venue</b> during the <b>period if insurance</b> for more than 24 consecutive hours;
Loss of attraction	9.	<b>insured damage</b> to <b>property</b> in the vicinity of <b>your venue</b> resulting in a shortfall in <b>your</b> expected <b>income</b> or <b>gross profit</b> for more than seven consecutive days;
Equipment breakdown	10.	insured failure.
What is not covered	1.	We will not make any payment for any interruption to your business directly or indirectly caused by, resulting from or in connection with <b>terrorism</b> . This does not apply to the cover under What is covered, Bomb threat.
	2.	We will not make any payment under this section if <b>your business</b> is discontinued permanently or if a liquidator or receiver is appointed.



How much we will pay	We will pay up to the <b>amount insured</b> 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 <b>you</b> are accountable to the tax authorities for Value Added Tax, the amount <b>we</b> 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 <b>your</b> actual <b>income</b> during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b> . <b>We</b> will also pay for <b>increased</b> <b>costs of working</b> and <b>alternative hire costs</b> ;
Loss of gross profit	the sum produced by applying the <b>rate of gross profit</b> to any reduction in <b>income</b> during the <b>indemnity period</b> plus <b>increased costs of working</b> and <b>alternative hire charges</b> , less any business expenses or charges which cease or are reduced;
Outstanding debts	any of <b>your</b> outstanding debts which <b>you</b> are unable to recover following loss of <b>your</b> accounting records as a direct result of <b>insured damage</b> or <b>insured failure</b> .
Accountant's charges	The amount <b>we</b> will pay for loss of <b>income</b> , or loss of <b>gross profit</b> if applicable, includes the reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information <b>we</b> require in support of a request for settlement under this section.
Under insurance	If the <b>annualised amount insured</b> is less than 85% of <b>your</b> actual <b>income</b> , or <b>your</b> actual <b>gross profit</b> if applicable, during the 12 months immediately preceding the date of the <b>insured damage</b> , <b>insured failure</b> or restriction, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.
Business trends	The amount <b>we</b> pay for loss of <b>income</b> or loss of <b>gross profit</b> will be amended to reflect any special circumstances or business trends affecting <b>your business</b> , 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 <b>insured damage</b> , <b>insured failure</b> or restriction had not occurred.
Special limits	
Failure of safety equipment	We will only pay for your loss of income or loss of gross profit for up to 72 consecutive hours from the time of the failure.
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 <b>insured damage</b> .
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 business.
Description	

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**. Property insurance

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 venue. Accounts records