

Property – business interruption (trades)

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 or if a first loss limit or flexible business interruption cover applies.

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.

Additional research expenditure

The additional costs and expenses reasonably incurred by **you** with **our** prior consent in order to restore **your research projects** to the state they were in prior to any **insured damage**.

Alternative hire costs

The additional costs and expenses reasonably incurred by **you** for the necessary hire of a substitute item of similar type and capacity either while insured **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.

Annualised declared amount

The declared amount for your actual income or gross profit divided by the indemnity period multiplied by 12.

First loss limit

Any **amount insured** stated in the schedule as a first loss limit, where, with **our** consent, **you** have selected a limit that is less than **your** declared **income** or **gross profit**.

Flexible business interruption cover

Any combination of your loss of income, loss of gross profit, additional research expenditure, increased costs of working or additional increased costs of working.

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 stated in the schedule.

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.

Research projects

Your activities directly related to **your** development of new products or services or improvements to existing products or services.

Specified customer

Any direct customer of **yours** operating and based at the address individually stated in the Business interruption section of the schedule.

Specified supplier

Any supplier of **yours** operating and based at the address individually stated in the Business interruption section of the schedule.

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

- 1. 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 while the property was contained in the insured premises;



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Denial of access

 insured damage in the vicinity of the insured premises which prevents or hinders your access to the insured premises;

Non-damage denial of access

 an incident occurring during the period of insurance within a one mile radius of the insured premises which results in a denial of access or hindrance in access to the insured premises, imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 consecutive hours;

Bomb threat

4. your total inability to access the insured premises due to restrictions imposed by the police or the British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the insured premises or in the vicinity of the insured premises 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 is caused by the device;

Unspecified customers

 insured damage, other than loss or damage caused by flood or earth movement, arising at the premises of any of your direct customers, operating and based in the European Union (including in the United Kingdom or Gibraltar), other than any specified customer;

Specified customers

6. **insured damage** arising at the premises of any **specified customer**;

Unspecified suppliers

7. insured damage, other than loss or damage caused by flood or earth movement, arising at the premises of any of your suppliers, operating and based in the European Union (including in the United Kingdom or Gibraltar) other than any specified supplier. This does not apply to any supplier of water, gas, electricity or telecommunications services;

Specified suppliers

8. insured damage arising at the premises of any specified supplier;

Public utilities

- 9. failure in the supply of:
 - a. water;
 - b. gas; or
 - c. electricity;

to the **insured premises** 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 a service provider operating and based in the European Union (including in the **United Kingdom** or Gibraltar);
- ii. the terminal feed to the insured premises; or
- iii. underground cables conveying such services from the service provider to the **insured premises**.

For cover following a failure in the supply of public utilities, **damage** shall be considered as **insured damage** where it is self-insured by the utility provider;

Telecommunications and internet service providers

- 10. failure in the supply of:
 - a. telecommunications; or
 - b. internet services:

to the **insured premises** 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 a service provider operating and based in the European Union (including in the **United Kingdom** or Gibraltar);
- ii. the terminal feed to the insured premises; or
- underground cables conveying such services from the service provider to the insured premises.

For cover following a failure in the supply of telecommunications or internet services, **damage** shall be considered as **insured damage** where it is self-insured by the provider of such services;

Public authority

11. **your** inability to use the **insured premises** due to restrictions imposed by a public authority during the **period of insurance** following:



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- a. a murder or suicide:
- b. an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority;
- injury or illness of any person traceable to food or drink consumed on the insured premises;
- d. defects in the drains or other sanitary arrangements;
- e. vermin or pests at the insured premises;

Equipment breakdown

12. insured failure.

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. 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 stated in the schedule. **We** will pay for no longer than the **indemnity period** stated 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 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** 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.

Specified customers

The most we will pay for insured damage arising at each premises of your specified customer is the amount stated in the schedule. If your customer is not individually stated in the business interruption section of the schedule, cover may apply under What is covered, Unspecified customers. Please check your schedule to see what cover you have for insured damage at the premises of your customers.

Specified suppliers

The most we will pay for insured damage arising at each premises of your specified supplier is the amount stated in the schedule. If your supplier is not individually stated in the business interruption section of the schedule, cover may apply under What is covered, Unspecified suppliers. Please check your schedule to see what cover you have for insured damage at the premises of your suppliers.

Business trends

Provided that you advise us of your estimated annual income, or estimated annual gross profit if applicable, at the beginning of each period of insurance, the amount insured will automatically be increased to reflect any special circumstances or business trends affecting your activities, either before or after the loss. The amount that we will pay will reflect as near as possible the result that would have been achieved if the insured damage had not occurred.

Your schedule will show if Business trends cover applies and the additional percentage amount.



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Under insurance

If, at the time of **insured damage**, **insured failure** or restriction, **we** establish that:

- 1. the annualised amount insured; or
- the annualised declared amount, where you have selected a first loss limit which is stated on the schedule;

does not represent **your** actual **income** or **your** actual **gross profit** during the 12 months immediately preceding the date of the **insured damage**, **insured failure** or restriction, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared **your** actual **income** or **your** actual **gross profit**.

We will only apply this calculation if:

- we establish that the annualised amount insured is less than 85% of your actual income or your actual gross profit during the 12 months immediately preceding the start of the period of insurance; and
- we establish that your failure to declare your actual income or your actual gross
 profit was not deliberate or reckless and was a breach of your obligation to make
 a fair presentation of the risk to us before the start of the period of insurance.

This remedy may apply in addition to General condition 2. b.ii. If **your** failure to declare **your** actual **income** or **your** actual **gross profit** was deliberate or reckless, the remedy under General condition 2.a. will apply.

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

You must keep a record of all amounts owed to **you** and keep a copy of the record away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.