

Property - Business interruption (Office)

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 business** 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 of the business carried out from your office.

Increased costs of working

The costs and expenses necessarily and reasonably incurred by **you** for the sole purpose of minimising the reduction in **income** to **your business** 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 provided that:

- a. the damage is not otherwise excluded by the Buildings or 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:

- a. the failure is not otherwise excluded by the Equipment breakdown section of this policy;
 and
- 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 the date of any **insured damage**, **insured failure** or restriction.

Rent

Rent:

- a. for the **office** that **you** must legally pay whilst the **office** 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 any other items specified in the schedule, resulting solely and directly from an interruption to your business caused by:

Financial losses from insured damage

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

Denial of access

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

Suppliers

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 **office** 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 **your office** or **business premises** or to underground pipes or underground cables conveying such services from the supply authority to **your** premises;

Public authority

- 5. your inability to use the office due to restrictions imposed by a public authority during the period of insurance following:
 - a. a murder or suicide;
 - b. an occurrence of a **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 premises.

Equipment breakdown

6. insured failure.

What is not covered

- We will not make any payment for any interruption to your business directly or indirectly caused by, resulting from or in connection with terrorism.
- 2. **We** will not make any payment under this section if **your business** is 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 item insured.

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**.



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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 business**, 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.

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.

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 office.