

# Business Interruption Events Section Estimated Gross Rent

## Definitions

### Business Interruption

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of an Event to property used by the Insured at the Premises for the purpose of the Business.

### Event

Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

### Premises

The buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied by the Insured for the purpose of the Business.

### Unoccupied

Any building or part of any building that is unfurnished, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days.

### Indemnity Period

The period beginning with the occurrence of the Event and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of any Event.

### Maximum Indemnity Period

The period shown in the Schedule.

### Gross Rent

The money paid or payable to the Insured by tenants for accommodation provided and services rendered in the course of the Business at the Premises.

### Standard Gross Rent

The Gross Rent during that period in the twelve months immediately before the date of any Event which corresponds with the Indemnity Period.

### Estimated Gross Rent

The amount declared by the Insured as representing not less than the Gross Rent which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or proportionately increased multiple of it where the Maximum Indemnity Period exceeds twelve months).

### Local Policy

A policy issued outside of the United Kingdom to the Insured in accordance with the details lodged with the Insurer

### Earth Movement

Shall mean any movement of earth whether natural or man-made including but not limited to earthquake (including Flood as defined herein or overflow of the sea occasioned thereby) volcanic action landslide or subsidence regardless of any other cause or event contributing concurrently or in any other sequence to the Damage.

### Windstorm

Shall mean all Damage caused by or arising out of a storm or tempest excluding Damage

- a caused by the escape of water from the normal confines of any natural or artificial water course or lake canal dam or any water tanks apparatus or pipes
- b caused by inundation from the ocean or the sea

whether resulting from storm tempest or otherwise

- c caused by frost subsidence or landslip
- d attributable solely to change in water table level
- e as a result of damage to awnings blinds signs or other outdoor fixtures and fittings gates and fences and moveable property in the open
- f as a result of damage to premises in course of construction alteration or repair except when all outside doors windows and other openings are complete and protected against storm or tempest

# Business Interruption Events Section

## Estimated Gross Rent (continued)

- g** caused by water or rain other than by water or rain entering the building through openings made in its fabric by the direct force of the storm or tempest regardless of any other cause or event contributing concurrently or in any other sequence to the Damage

### Defined Territories

The United Kingdom or any other country specified in the Schedule.

## The Cover

The Insurer will pay the Insured for Business Interruption by the following Events, except for the Excluded Events specified in the Schedule.

### Events

#### 1 Fire excluding Business Interruption caused by

- a** explosion resulting from fire
- b** earthquake or subterranean fire
- c** its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat

#### Lightning

#### Explosion

- a** of boilers used for domestic purposes only
- b** of any other boiler or economiser on the Premises
- c** of gas used for domestic purposes only

but excluding any Business Interruption caused by earthquake or subterranean fire.

#### 2 Explosion excluding Business Interruption

- a** caused by the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the Premises) belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only
- b** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

- 3 Aircraft** or other aerial devices or articles dropped from them, excluding Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 4 Riot, Civil Commotion, strikers, locked out workers, persons taking part in labour disturbances or Malicious Persons excluding Business Interruption

- a** arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- b** arising from cessation of work
- c** in respect of any building which is Unoccupied, caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Business Interruption caused by fire or explosion

#### 5 Earthquake or Volcanic Eruption including flood or overflow of the sea occasioned thereby

#### 6 Subterranean Fire.

#### 7a Storm excluding Business Interruption

- a** caused by Flood whether resulting from Storm or otherwise
- b** attributable solely to change in the water table level
- c** caused by lightning, frost, subsidence, ground heave or landslip
- d** in respect of fences and gates and moveable property in the open or in transit.

#### 7b Flood being

- 1** the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2** inundation from the sea
- 3** inundation by rainwater induced runoff, other than where such inundation results solely from the ingress of water through or via the roof of a building

# Business Interruption Events Section

## Estimated Gross Rent (continued)

whether resulting from Storm or otherwise, excluding Business Interruption

- a caused by Escape of Water from any tank, apparatus or pipe or Sprinkler Leakage
- b attributable solely to change in the water table level
- c caused by lightning, frost, subsidence, ground heave or landslip
- d in respect of fences and gates and moveable property in the open or in transit

### 8 Escape of Water from any tank, apparatus or pipe, excluding Business Interruption

- a caused by water discharged or leaking from any automatic sprinkler installation
- b in respect of any building which is Unoccupied.

### 9 Impact by any road vehicle or animal.

### 10 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises excluding Business Interruption caused by

- a freezing whilst the building in so far as it is in the Insured's ownership or tenancy is Unoccupied.
- b explosion, earthquake, subterranean fire or heat caused by fire.

### 11 Accidental Damage

Business Interruption, excluding

- a Business Interruption caused by or arising from or attributable to
  - i any of the Events
  - ii any of the exclusions to the Events

specified in Events 1 – 10, 12 – 14 whether Events 1 – 10, 12 – 14 are insured or not

- b Business Interruption caused by or consisting of
  - i inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials

but this shall not exclude subsequent Business Interruption which itself results from a cause not otherwise excluded

- ii faulty or defective workmanship by the Insured or any employees of the Insured
- iii operational error or omission by the Insured or any employees of the Insured

but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1 – 10 and 12 – 14, or subsequent Business Interruption which itself results from a cause not otherwise excluded

- iv acts of fraud or dishonesty by any partner, director or employee of the Insured

but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1 – 10 and 12 – 14

- c Business Interruption caused by or consisting of
  - i corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - ii change in temperature, colour, flavour, texture or finish or

Business Interruption consisting of

- iii joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- iv mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates or

Business Interruption caused by

- v the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

# Business Interruption Events Section

## Estimated Gross Rent (continued)

but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1 – 10 and 12 – 14 or from any other accidental loss, destruction or damage, or subsequent Business Interruption which itself results from a cause not otherwise excluded

- d** loss resulting from pollution or contamination, but this shall not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by
  - i** pollution or contamination at the Premises which itself results from Events 1 – 10 and 12 – 14
  - ii** any of Events 1 – 10 and 12 – 14 which itself results from pollution or contamination
- e** Business Interruption caused by or consisting of normal settlement or bedding down of new structures
- f** Business Interruption arising directly or indirectly from
  - i** disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- g** loss resulting from destruction of or damage to any building or structure used by the Insured at the Premises caused by its own collapse or cracking, unless resulting from Events 1 – 10 and 12 – 14 in so far as they are not otherwise excluded
- h** Business Interruption in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow or dust
- i** Business Interruption resulting from any property undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but this shall not exclude such Business Interruption caused by fire or explosion
- j** Business Interruption in respect of
  - i** glass (other than fixed glass), sanitary ware (other than fixed sanitary ware), china, earthenware, marble or other fragile or brittle objects

- ii** vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- iii** Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
- iv** land, piers, jetties, bridges, culverts or excavations
- v** livestock, growing crops or trees

but this shall not exclude such Business Interruption caused by Events 1 – 10 and 12 – 14 in so far as they are not otherwise excluded.

### **12 Theft or attempted theft** excluding Business Interruption

- a** which does not involve entry to or exit from a building or part of a building at the Premises by forcible and violent means or hold-up by violence or threat of violence to the Insured or any employee of the Insured or any other person who has a legal right to be on the Premises
- b** expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
- c** in respect of
  - i** any building or property in any building which is Unoccupied
  - ii** any building or property in any building whilst the Premises are closed for Business to customers or callers or are left unattended, unless all points of access are closed and secured by all locks and other protections fitted to them
  - iii** property in the open or in open fronted buildings or in buildings not on permanent foundations
  - iv** Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books, unless such property is specifically described in the Property Damage Schedule.

# Business Interruption Events Section

## Estimated Gross Rent (continued)

**13 Subsidence or Ground Heave** of any part of the site on which the building stands, or **Landslip** excluding Business Interruption

- a** in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas unless a building at the same Premises is Damaged by the same cause at the same time
- b** resulting from
  - i** the settlement or movement of made-up ground
  - ii** coastal or river erosion
  - iii** defective design or workmanship or the use of defective materials
- c** caused by
  - i** subsidence, ground heave or landslip resulting from Events 1, 2, 5, 6, 8 or 14
  - ii** normal settlement or bedding down of new structures
- d** which commenced prior to the inception of this Event
- e** occurring as a result of demolition, construction, structural alteration or repair of any property, or as a result of ground works or excavation, at the same Premises.

**14 Escape of Oil** from any fixed heating installation excluding

- a** Business Interruption in respect of any building or property in any building which is Unoccupied
- b** Business Interruption unless caused by a sudden, identifiable, unintended and unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance.

### Basis of Settlement

The Insurer will pay the Insured, in respect of each item covered, the amount of their claim for Business Interruption, provided that at the time of any Event

- A** there is an insurance in force covering the interest of the Insured in the property at the Premises against such Event and that
  - i** payment has been made or liability has been admitted for payment, or
  - ii** payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount
- B** the most the Insurer will pay for any one claim is
  - i** 133 1/3% of the Estimated Gross Rent
  - ii** for any other item, 100% of the Sum Insured or any other limit of liability in this Section
  - iii** in total the sum of 133 1/3% of the Estimated Gross Rent and 100% of the Sums Insured or limits of liability for any other items.

The Sums Insured or limits of liability shall not be reduced by the amount of any claim as insured under this Section provided that

- a** the Insurer does not give written notice to the contrary within 30 days of the notification of any Event
- b** the Insured pays the appropriate additional premium on the amount of the claim from the date of the Event to the expiry of the Period of Insurance
- c** the Insured agrees to comply with any security recommendations or other measures the Insurer may require to reduce the risk of an Event.

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for

- A** Loss of Gross Rent, and
- B** Increase in Cost of Working.

# Business Interruption Events Section

## Estimated Gross Rent (continued)

Loss of Gross Rent means the amount by which the Gross Rent during the Indemnity Period falls short of the Standard Gross Rent.

Increase in Cost of Working means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rent which but for that expenditure would have taken place during the Indemnity Period.

### Basis of Settlement Adjustments

The Insurer will not pay the Insured for

- A** Increase in Cost of Working exceeding the amount of loss of Gross Rent thereby avoided
- B** any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Gross Rent that may cease or be reduced.  
In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

#### 1 Alternative Premises

If during the Indemnity Period money is paid to the Insured for rent of premises elsewhere than at the Premises for the benefit of the Business, the rent derived from such other premises shall be taken into account in arriving at the Gross Rent during the Indemnity Period.

#### 2 Departmental Trading

If the Business is conducted in departments, the independent trading results of which can be ascertained, the Basis of Settlement for Estimated Gross Rent shall apply separately to each department affected.

#### 3 Trends and Variations

Adjustments shall be made to the figures representing the Standard Gross Rent that may be necessary to provide for the trend of the Business, and for variations in or other circumstances affecting the Business, either

before or after the Event, and which would have affected the Business had the Event not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the Event would have been obtained during the relative period after the Event.

#### 4 New Business

If the Business is in its first year of trading during the first Period of Insurance, and an Event occurs before completion of such first Period of Insurance, Standard Gross Rent shall mean the following.

Standard Gross Rent – the proportional equivalent, for the period equal to the Indemnity Period, of the Gross Rent realised during the period between the date of commencement of the Business and the date of the Event.

#### 5 Auditors and Accountants Charges

If the auditors or professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their auditors or professional accountants provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

#### 6 Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

#### 7 Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

#### 8 Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

# Business Interruption Events Section

## Estimated Gross Rent (continued)

### 9 Claims Preparation Expenses

Cover extends to include the necessary and reasonable costs, expenses and charges incurred by the Insured in producing and certifying any particulars or details required by the Insurer in connection with any claim under this Section and which are incurred with the consent of the Insurer and for which the Insurer has admitted liability, provided that

- i such costs and expenses are limited to
  - any additional costs and expenses incurred by any employees of the Insured and the cost of materials used in furnishing the Insurer's requirements
  - the reasonable charges payable by the Insured to their auditors or professional accountants for producing such information as may be required by the Insurer
- ii the Insurer shall have the right to review and audit all documentation relating to such costs and expenses
- iii such costs expenses and charges are not otherwise recoverable under this Section or the Policy
- iv an Excess of £500 shall apply in respect of each and every claim
- v the liability of the Insurer shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the Sums Insured or limits applying under this Section.

### 10 Theft Damage to Buildings

Cover extends to include Business Interruption caused by or consisting of theft or attempted theft of a building or part of a building where insured under the Theft Damage to Buildings Basis of Settlement Adjustment clause under the Property Damage Section.

### Extensions

Any claim resulting from interruption of or interference with the Business in consequence of

- A loss, destruction or damage at any Situation or to any Property shown below, or
- B any of the under-noted Contingencies

within the United Kingdom, shall be understood to be Business Interruption by an Event covered by this Section, provided that after the application of all other terms, conditions and provisions of this Section and as shown below the liability of the Insurer for any one claim shall not exceed in the whole the Total Sum Insured, or the percentage of the Total Sum Insured, or the amount shown below (or the amount as specified otherwise in the Schedule) against any of the Situations or any of the Property or any Contingency as the Limit, whichever is the less.

### Situations

#### Exhibition Sites

Any exhibition site where the Insured are exhibiting goods or services, excluding any such site under canvas or in the open.

Limit £25,000.



# Business Interruption Events Section

## Estimated Gross Rent (continued)

### Property

#### Supply Undertakings

##### Property

- A** at any land based premises
- B** comprising any land based cable or pipe connecting to the terminal connecting point at the Premises or any pylon through which any such cable runs

of any supply undertaking service provider or producer from which the Insured obtains

- i** electricity (including generating stations or substations)
- ii** gas (including any natural gas producer provided that it supplies gas directly to the supply undertaking or service provider which supplies gas to the Insured)
- iii** water (including water works and pumping stations)
- iv** telecommunications services (excluding intranet or extranet services)
- v** other telecommunications services providing intranet or extranet services

Provided that

- a** the Maximum Indemnity Period shall not exceed 1 month beginning with the date on which the damage occurred
- b** the Insurer shall not be liable
  - i** unless the loss, destruction or damage results in a complete cessation of the supply of the relevant service to the Premises for more than forty eight (48) consecutive hours
  - ii** for the first forty eight (48) consecutive hours of cessation of the supply of the relevant service to the Premises
  - iii** for any Business Interruption caused by loss or destruction of or damage to any overhead transmission and distributing cables or lines and their supporting structures (including pylons), other than where such loss, destruction of or damage occurs to such cables, lines and structures situated within one (1) mile of the Premises

- iv** for more than £1,000,000 for each occurrence (of loss, destruction of or damage to the supply undertaking's, service provider's or producer's property) or series of occurrences arising out of or in connection with the same originating cause results in loss, destruction of or damage to the property of more than one supply undertaking, service provider or producer, the Insurer shall not be liable to pay more than £1,000,000 under this Extension in respect of all occurrences of loss, destruction of or damage combined and in the aggregate, irrespective of the number of supply undertaking's, service provider's or producer's properties affected.

#### Denial of Access

Property in the immediate vicinity of the Premises, which prevents or hinders the use of or access to the Premises whether the Premises or property in the Premises is destroyed or damaged or not, but excluding loss or destruction of or damage to the property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the Premises.

#### Moulds, Tools and Dies

Moulds, tools and dies belonging to the Insured or for which the Insured are responsible whilst at the Premises or at any premises not in the occupation of the Insured or in transit by road, rail or inland waterway.

Limit £25,000.

#### Documents

Documents belonging to the Insured or held by the Insured in trust, whilst at premises not in the occupation of the Insured or in transit by road, rail or inland waterway.



# Business Interruption Events Section

## Estimated Gross Rent (continued)

### Contingencies

#### Failure of Supply

Accidental failure of supply of

- i** electricity at the terminal ends of the service provider's feeders at the Premises
- ii** gas at the service provider's meters at the Premises
- iii** water at the service provider's main stop cock serving the Premises
- iv** land based telecommunications (excluding intranet or extranet services) at the incoming line terminals or receivers at the Premises
- v** other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the Premises

Provided that

- a** the Maximum Indemnity Period shall not exceed 1 month beginning with the date on which the failure of the supply first started occurring
- b** the Insurer shall not be liable
  - i** unless there is a complete cessation of the supply of the relevant service to the Premises of more than forty eight (48) consecutive hours
  - ii** for the first forty eight (48) consecutive hours of cessation of the supply of the relevant service to the Premises
  - iii** for any Business Interruption resulting from the deliberate act of any supply undertaking or service provider, or from any such undertaking or provider exercising its power to withhold or restrict supply or services or otherwise not performing its services, save where the supply undertakings or service provider is acting for the sole purpose of safeguarding life or protecting the supply undertaking's or service provider's system
  - iv** for any Business Interruption resulting from failure of supply caused by
    - strikes or any labour or trade dispute
    - drought
    - other atmospheric or weather conditions, but this shall not exclude failure due to physical damage caused by such conditions

- v** for any Business Interruption caused by the failure of any overhead transmission and distributing cables, lines and their supporting structures (including pylons), other than where such failure occurs to such cables, lines and structures situated within one (1) mile of the Premises
- vi** for any Business Interruption resulting from failure of telecommunications services delivered via satellite
- vii** for any Business Interruption which is insured under the Supply Undertakings Extension
- viii** for more than £25,000 for each failure of supply or series of failures arising out of or in connection with the same originating cause, irrespective of the number of the Premises which are affected by the failures. Where the same originating cause results in failure of supply from more than one supply undertaking or service provider, the Insurer shall not be liable to pay more than £25,000 under this Extension in respect of all failures of supply combined and in the aggregate, irrespective of the number of supply undertakings or service providers involved.

### Section Conditions

#### 1 Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration in the ownership of the Insured, or any alteration in or to the Business at the Premises

- a** due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
- b** in respect of which the interest of the Insured ceases other than by death
- c** in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d** to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy

which materially increases the risk of an Event and any other loss or expenditure as insured by this Section.

# Business Interruption Events Section

## Estimated Gross Rent (continued)

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a** continue to provide cover under this Section on the same terms
- b** restrict the cover provided by this Section
- c** impose additional terms
- d** alter the premium
- e** cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a** treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b** treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

### 2 Additional Claims Conditions

In the event of any Event in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- A** within 28 days of its happening, full details of Business Interruption caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft

**B** not later than 30 days after expiry of the Indemnity Period, or such further time that the Insurer may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by the Insured at the Premises for the purpose of the Business or any part of the Business, and the amount of any resulting Business Interruption

**C** such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurer may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in the Insured's books of account or other business books or documents, which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section, may be produced by professional accountants if at the time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

### 3 Contribution

If at the time of any Event resulting in a claim under this Section there is any other insurance effected by or on behalf of the Insured covering such loss or any part of it, the liability of the Insurer under this Section shall be limited to the Insurer's rateable proportion of such loss.

### 4 Subrogation

Any claimant under this Section shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

# Business Interruption Events Section

## Estimated Gross Rent (continued)

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Business Interruption.

### 5 Declarations

Prior to each renewal date, the Insured shall provide the Insurer with the Estimated Gross Rent for the financial year most nearly concurrent with the ensuing Period of Insurance.

Not later than 6 months after the expiry of each Period of Insurance, the Insured shall provide the Insurer with a declaration confirmed by the Insured's auditors of the Gross Rent earned during the financial year most nearly concurrent with the expired Period of Insurance. If any Event has occurred giving rise to a claim for loss of Gross Rent, such declaration will be increased by the Insurer for the purpose of premium adjustment, by the amount by which the Gross Rent was reduced during such financial year solely in consequence of the Event.

Premiums are provisional. If the declaration of Gross Rent provided by the Insured and confirmed by the Insured's auditors, proportionately increased where the Maximum Indemnity Period exceeds 12 months, is

- A** less than the Estimated Gross Rent for the relative Period of Insurance, the Insurer will allow a pro rata return of premium on the Estimated Gross Rent not exceeding 50% of such premium paid
- B** greater than the Estimated Gross Rent for the relative Period of Insurance, the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Rent.

### Exclusions

The Insurer will not pay for

- 1** Business Interruption directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure
  - i** correctly to recognise any date as its true calendar date
  - ii** to recognise, capture, save, retain, restore, and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - iii** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but the Insurer will pay for subsequent Business Interruption which is not otherwise excluded and which itself results from Events 1–10 and 12–14.
- 2** Business Interruption arising in The Netherlands and/or Belgium caused by flood inundation from the ocean or sea or the failure or overflowing dykes (dikes) quays sluices banks floodgates or other water retaining structures or similar works regardless of

# Business Interruption Events Section

## Estimated Gross Rent (continued)

whether or not such flood was caused by a storm and regardless of any other cause or event contributing concurrently or in any other sequence to the Event.

- 3** Business Interruption due to "sturmflut" arising in Schleswig-Holstein, Niedersachsen, Mecklenburg-Vorpommern, Bremen and Hamburg in Germany.

For the purpose of this Exclusion "sturmflut" shall mean a general and temporary condition of partial or complete inundation of dry land areas caused by or resulting from the overflow of river lake bay estuary or tidal water because of the rapid accumulation of runoff or surface waters from any source or from wind driven storm surge tidal wave high tide flood tide wave wash or tsunami.

- 4** Business Interruption arising in France or upon French Territory
- i** resulting from a peril or event as defined in the French Law Article No. 82-600 of 13th July 1982 as amended by the Law of 25th June 1990, the Law of 16th July 1992 and subsequent legislation
  - ii** of whatsoever nature directly or indirectly caused by resulting from or in connection with an attack or act of terrorism as defined in articles L 421-1 and L 421-2 of the French Penal Code and any subsequent regulations or legislation regardless of any cause or event contributing concurrently or in any other sequence to the Event.
- 5** Business Interruption arising in Spain or upon Spanish Territory
- i** resulting from a peril or event which has been declared a "Calamidad Nacional" by the Spanish Government
  - ii** resulting from damage covered by the State insurance compensation scheme "Consortio de Compensacion de Seguros"

Conditions of payment or delay in payment by the "Consortio de Compensacion de Seguros" or by the Spanish Government in the case of "Calamidad Nacional" shall not nullify this Exclusion.

- 6** Business Interruption arising in Norway or Sweden resulting directly or indirectly from hydroelectric dam breakthrough.
- 7** Business Interruption loss or damage or consequential loss which can be covered by any voluntary or compulsory government scheme official obligatory pool or natural catastrophe insurance scheme or similar pool or scheme.
- 8** Business Interruption that is directly or indirectly occasioned by or happening through or in consequence of:
- a** permanent or temporary dispossession resulting from confiscation requisition nationalisation seizure detention or destruction by any government de jure or de facto or public municipal local or customs authority
  - b** permanent or temporary dispossession of any building resulting from the unlawful occupation by any person or group of persons of such building

provided that the Insurer is not relieved of an liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession and which is otherwise covered under this Section.

- 9** Expenses fine penalties or costs incurred or sustained by the Insured or imposed on the Insured at the order of any government agency court or other authority in connection with any kind or description of environmental impairment including seepage pollution or contamination arising from any cause whatsoever.

# Business Interruption Events Section

## Estimated Gross Rent (continued)

### Additional Clauses

The following clauses only apply if reference is made to them being operative in the Schedule.

The cover provided under these clauses is subject to the terms, conditions, exclusions, provisions, limitations and definitions of this Section and this Policy.

#### 1 Difference in Conditions & Difference in Limits Extension

If any Local Policy by virtue of its terms conditions limitations and exclusions does not indemnify the Insured in respect of loss destruction of or damage to the property insured in whole or part the Insurer will indemnify the Insured under this Section for

- 1 the difference between;
  - i the terms and conditions in the Local Policy; and
  - ii the terms and conditions in this Section

to the extent that such indemnity is not provided by the Local Policy but which would have been provided had such Local Policy had the same terms and conditions as this Section and Policy
- 2 the difference between;
  - i the limits of liability or sums insured specified in the Local Policy and
  - ii the limits of liability or sums insured specified in this Section

Provided that

- a the Insurer shall not be liable in respect of Business Interruption excluded by this Section or Policy
- b the Insurer shall not be liable in respect of any peril or event provided by the Local Policy not insured by this Section or Policy
- c in respect of 2 above, the limits of liability or sums insured specified in the Local Policy have been exhausted

- d in respect of each Local Policy the Insurer shall not be liable in respect of that part of any loss which under any Local Policy is required to be borne by the Insured
- e the Insurer shall not be liable in respect of any government voluntary or compulsory insurance scheme or locally imposed self insurance
- f the Insurer shall not be liable in respect of losses arising from a shortfall in cover under any Local Policy brought about by the operation of an average or similar under insurance condition
- g the Insurer shall not be liable due to the breach of any condition or warranty in respect of any Local Policy or government voluntary or compulsory insurance scheme
- h the most the Insurer will pay for any one claim in any one Period of Insurance shall not exceed the Difference in Conditions/Difference in Limits Limit of Liability specified in the Schedule

#### Special Conditions

- 1 The Local Policy shall be maintained in force without reduction or restriction in cover during the Period of Insurance.
 

No claim under this Extension shall be payable unless the terms of this Special Condition have been complied with.
- 2 The Insured shall give to the Insurer written notice as soon as practicable of any change in the scope of the coverage or in the sums insured or limits of insurance under any Local Policy and of the termination of any coverage or exhaustion of aggregate limits of any Local Policy insurer's liability.
- 3 Any claim for Business Interruption must first be submitted to the insurer of the Local Policy.
- 4 No coverage is provided under this Section or Policy due to a lack of recovery by the Insured due to insolvency or other financial failure of the insurer that issued the Local Policy.

# Business Interruption Events Section

## Estimated Gross Rent (continued)

Provided that this Condition shall not apply if the Local Policy is issued by an insurers that is a member of the Allianz Group.

- 5** All payments made under this Section shall be counted diminution of the limits of liability or sums insured specified in this Section or the Schedule.
- 6** The aggregate liability of the Insurer to the Insured (including any subsidiary and/or associated and/or affiliated companies or any number of separate Insured's under this Section or any Local Policy) shall not exceed the sums insured or limits of indemnity set out in this Section or the Difference in Conditions/Difference in Limits Limit of Liability specified in the Schedule.
- 7** Indemnity under this Extension is subject always to the terms conditions limitations and exclusions of this Section and the Policy and the Period of Insurance as stated in the Schedule.

### 2 Difference in Limits Extension

If any Local Policy by virtue of its terms conditions limitations and exclusions does not indemnify the Insured in respect of an Event in whole or in part the Insurer will indemnify the Insured under this Section for the difference between

- i** the limits of liability or sums insured specified in the Local Policy
- and
- ii** the limits of liability or sums insured specified in this Section

Provided that

- a** the Insurer shall not be liable in respect of Business Interruption excluded by this Section or Policy
- b** the Insurer shall not be liable in respect of any peril or event provided by the Local Policy not insured by this Section or Policy
- c** the limits of liability or sums insured specified in the Local Policy have been exhausted

- d** in respect of each Local Policy the Insurer shall not be liable in respect of that part of any loss which under any Local Policy is required to be borne by the Insured
- e** the Insurer shall not be liable in respect of any government voluntary or compulsory insurance scheme or locally imposed self insurance
- f** the Insurer shall not be liable in respect of losses arising from a shortfall in cover under any Local Policy brought about by the operation of an average or similar under insurance condition
- g** the Insurer shall not be liable due to the breach of any condition or warranty in respect of any Local Policy or government voluntary or compulsory insurance scheme
- h** the most the Insurer will pay for any one claim in any one Period of Insurance shall not exceed the Difference in Limits Limit of Liability specified in the Schedule.

### Special Conditions

- 1** The Local Policy shall be maintained in force without reduction or restriction in cover during the Period of Insurance.

No claim under this Extension shall be payable unless the terms of this Special Conditions have been complied with.

- 2** The Insured shall give to the Insurer written notice as soon as practicable of any change in the scope of the coverage or in the sums insured or limits of insurance under any Local Policy and of the termination of any coverage or exhaustion of aggregate limits of any Local Policy insurer's liability.
- 3** Any claim for Business Interruption must first be submitted to the insurer of the Local Policy.
- 4** No coverage is provided under this Section or Policy due to a lack of recovery by the Insured due to insolvency or other financial failure of the insurer that issued the Local Policy.

Provided that this Condition shall not apply if the Local Policy is issued by an insurer that is a member of the Allianz Group.



# Business Interruption Events Section

## Estimated Gross Rent (continued)

**5** All payments made under this Section shall be counted in diminution of the limits of liability or sums insured specified in this Section or the Schedule.

**6** The aggregate liability of the Insurer to Insured (including any subsidiary and/or associated and/or affiliated companies or any number of separate Insured's under this Section or any Local Policy) shall not exceed the sums insured or limits of indemnity set out in this Section or the Difference in Limits Limit of Liability specified in the Schedule.

**7** Indemnity under this Extension is subject always to the terms conditions limitations and exclusions of this Section and the Policy and the Period of Insurance as stated in the Schedule.

### **3 Increased Tax Liability Extension**

This Section is extended to indemnify the Insured in the event that Business Interruption covered by this Section cannot be paid in the country where the Business Interruption as insured under this Section has occurred.

The Insurer will pay any additional tax liability incurred by the Insured as a result of receiving the loss payment in a country other than where the Business Interruption occurred.

The additional tax liability shall be that tax over and above the amount that would have been payable (had no Business Interruption occurred) in the country the situation of the Business Interruption.

Should the effective local tax rate where the Business Interruption occurs be equal to or greater than the effective tax rate in the country where the loss payments are to be received, then no additional payment shall be made.

The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year where the Business Interruption occurred.

The liability of the Insurer shall not exceed £50,000 unless otherwise stated in the Schedule.

### **4 Underinsurance Shortfall Extension**

This Section is extended to indemnify the Insured in respect of the actual loss incurred directly resulting from the application of an underinsurance or average clause of a Local Policy. In the event of such loss, this Section shall pay the difference between the amount recoverable under such Local Policy and the total amount of the covered loss which would have been recoverable under such Local Policy without the application of an underinsurance or average clause.

No liability shall attach under this Extension if the Insured shall be unable to recover in full any loss under the Local Policy should the inability to effect such recovery result from intentional underinsurance on the part of the Insured.

The liability of the Insurer shall not exceed the difference between the Local Policy limit and the amount recoverable under such Local Policy or the sub limit specified in the Schedule as being applicable to this Extension.

### **5 SASRIA/NASRIA Exclusion**

The following Exclusion is added to this Section

The Insurer will not pay for:

Business Interruption in respect of loss destruction or damage to property situate in South Africa and Namibia related to or caused by

- i** civil commotion labour disturbances riot strike lock out or public disorder or any act of activity which is calculated or directed to bring about any of the aforementioned
- ii** mutiny military rising military or usurped power martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege insurrection rebellion or revolution
- iii** any act (whether on behalf of any organisation body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial local or tribal authority with force or by means of fear terrorism or violence



# Business Interruption Events Section

## Estimated Gross Rent (continued)

- iv** any act which is calculated or directed to bring about loss or damage in order to further any political aim objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial local or tribal authority or for the purpose of inspiring fear in the public or any section thereof
- v** any attempt to perform any act referred to in paragraphs **iii** or **iv** above
- vi** the act of any lawfully established authority in controlling preventing suppression or in any other way dealing with any occurrence referred to in paragraphs **i ii iii** or **iv** above or happening through or in consequence of any occurrence for which a fund has been established in the terms of the War Damage and Compensation Act 1976 (no. 85 of 1976) (South Africa)

In any action suit or other proceedings where the Insurer alleges that by reason of the provision of any of the above paragraphs Business Interruption is not covered under this Exclusion the burden of proving the contrary shall be upon the Insured.