Business Interruption Events Section
Gross Profit
 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 solely by the Insured for the purpose of the Business.

Unoccupied
Any building or part of any building which is empty or not in use by the Insured or any tenant of the Insured.

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.

Turnover
The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

Gross Profit
The amount by which the sum of the amount of the Turnover and the amount of the closing stock and work in progress shall exceed the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses.
Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the normal accountancy methods of the Insured, due provision being made for depreciation.
Uninsured Working Expenses
Purchases (less discounts received)
Carriage, packing and freight
Discounts allowed
Bad debts.
Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

Rate of Gross Profit
The rate of gross profit earned on the Turnover during the financial year immediately before the date of any Event.

Standard Turnover
The turnover during that period in the twelve months immediately before the date of any event which corresponds with the Indemnity Period.

Annual Turnover
The Turnover during the twelve months immediately before the date of any Event.
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

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
   d. arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

5. **Earthquake**

6. **Subterranean Fire**

7a. **Storm**
   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**
   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

   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 is 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. Any other Event
    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, whether Events 1 - 10 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, 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
    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
       iii. theft or attempted theft
       or Business Interruption consisting of
       iv. 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
       v. 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
       vi. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity,
          fuel or telecommunications services
       but this shall not exclude such Business Interruption not otherwise excluded which itself
       results from Events 1 - 10 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
ii. any of Events 1 - 10 which itself results from pollution or contamination

e. Business Interruption caused by or consisting of
i. subsidence, ground heave or landslip, unless resulting from Events 1, 2, 5, 6 or 8
ii. 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
ii. erasure, loss, distortion or corruption of information on computer systems or other records,
programs or software deliberately by rioters, strikers, locked out workers, persons taking
part in labour disturbances or civil commotion, or malicious persons
iii. other erasure, loss, distortion or corruption of information on computer systems or other
records, programs or software, unless resulting from Events 1 - 10 in so far as they are not
otherwise excluded

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
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), sanitaryware (other than fixed sanitaryware), 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, roads, pavements, 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 in so far as they
are not otherwise excluded.
Exclusions

The Insurer will not pay for

1. **Business Interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Business Interruption** by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

2. **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.
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 in the whole the Total Sum Insured, or in respect of any one item its Sum Insured or any other limit of liability in this Section.

In consideration of Sums Insured or limits of liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of the Event to expiry of the Period of Insurance.

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for loss of Gross Profit due to
A. Reduction in Turnover, and
B. Increase in Cost of Working.

Reduction in Turnover means the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover.

Increase in Cost of Working means the additional expenditure (subject to the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover 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 sum produced by applying the rate of gross profit to the amount of reduction in turnover 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 profit 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. Average
If the Sum Insured by any item on Gross Profit is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, or if the Departmental Trading clause applies is less than the aggregate of the sum produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the event or not) to its relative Annual Turnover, the amount payable will be proportionately reduced.

The amount of the Annual Turnover will be proportionately increased when the Maximum Indemnity Period exceeds 12 months.
2. Alternative Premises
If during the Indemnity Period goods are sold or services are rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on behalf of the Insured, the money paid or payable for such sales or services shall be taken into account in arriving at the Turnover during the Indemnity Period.

3. Uninsured Working Expenses
If any working expenses of the Business are excluded by this Section (having been deducted in arriving at Gross Profit), then in calculating the amount recoverable under this Section as Increase in Cost of Working, only that proportion of any such additional expenditure shall be taken into account that Gross Profit bears to the sum of Gross Profit and the Uninsured Working Expenses.

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

5. Trends and Variations
Adjustments shall be made to the figures representing the Rate of Gross Profit, the Annual Turnover and the Standard Turnover 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.

6. 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, Rate of Gross Profit, Annual Turnover and Standard Turnover shall mean the following.

Rate of Gross Profit - the Rate of Gross Profit earned on the Turnover during the period between the date of commencement of the Business and the date of the Event.

Annual Turnover - the proportional equivalent, for the period of 12 months, of the Turnover realised during the period between the date of commencement of the Business and the date of the Event.

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

7. Accountants' Charges
If the 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 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.

8. 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.
9. Current Cost Accounting
For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

10. 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.
Extensions

Any claim resulting from interruption of or interference with the Business in consequence of loss, destruction or damage at any Situation or to any Property shown below, 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 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 against any of the Situations or against any of the Property as the Limit, whichever is the less.

Situations

Suppliers
The premises of any of the Insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any separately specified supplier or of any supply undertaking from which the Insured obtain electricity, gas, water or telecommunications services. Limit 10% or £100,000 whichever is the less.

Customers
The premises of any of the Insured's customers, but excluding the premises of any separately specified customer. Limit 10% or £100,000 whichever is the less.

Contract Sites
Any situation not in the occupation of the Insured where the Insured are carrying out a contract. Limit 10% or £100,000 whichever is the less.

Property

Property Stored
Property of the Insured whilst stored elsewhere than at premises occupied by the Insured. Limit 10% or £100,000 whichever is the less.

Transit
Property of the Insured whilst in transit by road, rail or inland waterway, but only in respect of Business Interruption due to or arising from Events 1-8. Limit 10% or £100,000 whichever is the less.

Supply Undertakings
Property at any
a. generating station or sub-station of the electricity supply undertaking
b. land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
c. waterworks or pumping station of the water supply undertaking
d. land based premises of the telecommunications undertaking from which the Insured obtain electricity, gas, water or telecommunications services.

Denial of Access
Property in the 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.
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.

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 7 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.

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. Arbitration
If any difference arises as to the amount to be paid under this Section (liability being otherwise
admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the
Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an
award shall be a condition precedent to any right of action against the Insurer.

6. Declarations
The Insured may, at the Insured’s option, provide a declaration confirmed by the Insured’s
auditors of the Gross Profit earned during the financial year most nearly concurrent with an expired
Period of Insurance. If any Event has occurred giving rise to a claim for loss of Gross Profit, such
declaration will be increased by the Insurer for the purpose of premium adjustment, by the amount
by which the Gross Profit was reduced during such financial year solely in consequence of the
Event.

If the declaration of Gross Profit, proportionately increased where the Maximum Indemnity
Period exceeds 12 months, is less than the Sum Insured on Gross Profit for the relative Period of
Insurance, the Insurer will allow a pro rata return of premium not exceeding 50% of the premium
paid.